

Andrew Mitcham, Mayor  
Drew Wasson, Council Position No. 1  
Greg Holden, Council Position No. 2  
Bobby Warren, Council Position No. 3  
James Singleton, Council Position No. 4  
Gary Wubbenhorst, Council Position No. 5



Austin Bleess, City Manager  
Lorri Coody, City Secretary  
Justin Pruitt, City Attorney

## Jersey Village City Council - Regular Meeting Agenda

Notice is hereby given of a Regular Meeting of the City Council of the City of Jersey Village to be held on Monday, May 10, 2021, at 7:00 p.m. at the Civic Center Auditorium, 16327 Lakeview Drive, Jersey Village, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

### A. CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

### B. INVOCATION AND PLEDGE OF ALLEGIANCE

1. Prayer by: Drew Wasson, Council Member Place 1
2. Pledge by: Victoria Wasson

### C. ELECTION ITEMS

1. Discussion with possible action to consider Ordinance No. 2021-21, canvassing the returns and declaring the results of the General Election and Special Election held on May 01, 2021 for the purpose of electing a Mayor and two City Council Members (Place 2 and Place 3) and submitting to the qualified voters of the City propositions to amend the City Charter relating to Amendments to Section 2.12 – Publication of Ordinances; Gender Neutral Language; Elimination of Section 1.08 and 1.09 concerning red light cameras; and Amendments to Section 2.01 - Number, selection and term of office; and ordering that the Home Rule Charter is officially amended. *Andrew Mitcham, Mayor*
2. Issuance of Certificate of Election to Newly Elected Officials. *Lorri Coody, City Secretary*
3. Administer Oath of Office to Elected and newly Appointed Officials. *Lorri Coody, City Secretary*
4. Recognition and Presentation of Service Award to Andrew Mitcham outgoing Mayor and Greg Holden, Council Member – Place 2, for their years of service to the City of Jersey Village. *Bobby Warren, Mayor*

**RECESS** – Take recess in order that the newly elected members of Council may take their place at the Council dais.

### D. CITIZENS' COMMENTS

Citizens who have signed a card and wish to speak to the City Council will be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the comment is on the agenda, the City staff and City Council Members are prevented from discussing the subject

and may respond only with statements of factual information or existing policy. Citizens are limited to five (5) minutes for their comments to the City Council.

#### **E. CITY MANAGER'S REPORT**

1. Monthly Fund Balance Report, Enterprise Funds Report, Governmental Funds Report, Property Tax Collection Report – March 2021, General Fund Budget Projections as of April 2021, and Utility Fund Budget Projections – April 2021.
2. Fire Departmental Report and Communication Division's Monthly Report
3. Police Department Monthly Activity Report, Warrant Report, Staffing/Recruitment Report, and Police Open Records Requests
4. Municipal Court Collection Report, Municipal Court Activity Report, Municipal Court Courtroom Activity Report, Speeding and Stop Sign Citations within Residential Areas Report, and Court Proceeds Comparison Report
5. Public Works Departmental Status Report
6. Golf Course Monthly Report, Golf Course Financial Statement Report, Golf Course Budget Summary, and Parks and Recreation Departmental Report
7. Code Enforcement Report

#### **F. CITY SECRETARY'S REPORT**

1. City Secretary's Report

#### **G. CONSENT AGENDA**

The following items are considered routine in nature by the City Council and will be enacted with one motion and vote. There will not be separate discussion on these items unless requested by a Council Member, in which event the item will be removed from the Consent Agenda and considered by separate action.

1. Consider approval of the Minutes for the Regular Session Meeting held on April 19, 2021 and the Special Session Meeting held on May 4, 2021. *Lorri Coody, City Secretary*
2. Consider Resolution No. 2021-24, receiving the Capital Improvements Advisory Committee's April 2021 Semiannual Progress Report. *Lorri Coody, City Secretary*
3. Consider Resolution No. 2021-25, designating the Harris County Tax Assessor-Collector's Office to calculate the No-New-Revenue Tax Rate and the Voter-Approval Tax Rate in accordance with the Texas Tax Code. *Isabel Kato, Finance Director*
4. Consider Resolution No. 2021-26, declaring surplus equipment and authorizing disposition by the City Manager in accordance with the City's Administrative Procedures. *Bob Blevins, IT Director*
5. Consider Resolution No. 2021-27, appointing members to the Fire Control Prevention Emergency Medical Services District Board. *Lorri Coody*

#### **H. REGULAR SESSION**

1. Consider Resolution 2021-28, electing a Mayor Pro Tem. *Mayor*
2. Consider Resolution 2021-29, assigning Council Members to serve as liaison to various city committees and boards.

3. Consider Ordinance No. 2021-22, continuing a Mayoral Declaration of Local Disaster due to public health emergency; waiving certain fees during the public health emergency; suspending the disconnection of water services during the public health emergency; providing restrictions on community gatherings; accounting for any potential conflict of laws; providing for a fine in an amount not to exceed five hundred dollars (\$500) for each offense; providing for severability; and, providing an effective date. *Austin Bleess, City Manager*
4. Consider Resolution No. 2021-30, setting a date and time to conduct the 2021-2022 Council/Staff Budget Retreat. *Austin Bleess, City Manager*
5. Consider Resolution No. 2021-31, appointing members to serve as Directors on the Tax Increment Reinvestment Zone Board for the City of Jersey Village Tax Increment Reinvestment Zone No. 3 (TIRZ No. 3). *Austin Bleess, City Manager*
6. Consider Resolution No. 2021-32, accepting the resignation of Crime Control and Prevention District Board Members Andrew Mitcham and Greg Holden, and appointing members to the Crime Control and Prevention District. *Lorri Coody, City Secretary*
7. Consider Ordinance 2021-23, amending the Capital Replacement Fund Budget for the Fiscal year beginning October 1, 2020 and ending September 30, 2021 in the amount not to exceed \$50,466.25 by increasing line item 07-72-6572 (Special Equipment) and at the same time approving a proposal to install a fiber conduit path across the Jersey Meadow Golf Course for future use; and authorizing the City Manager to execute all documents with Greenscapes Six for conduit installation services at the Jersey Meadows Golf Course. *Bob Blevins, IT Director*
8. Consider Ordinance No. 2021-24, amending the Golf Course Fund Budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 in the amount not to exceed \$80,000, by increasing line item 11-87-7010 (Golf Course Capital Improvement) from the Golf Course Fund Balance for a Golf Course restroom and other amenities. *Robert Basford, Parks and Recreation Director*
9. Consider Resolution No. 2021-33, authorizing the City Manager to authorize work to complete all three phases of the new golf course restroom, from All Woodworks construction for the bathroom structure, Greenscapes Six for the concrete path and Mickie Service for the sanitary supply line. *Robert Basford, Director of Parks and Recreation*
10. Consider Resolution No. 2021-34, authorizing the City Manager to enter into an Agreement with Brookstone L.P for the Construction of a New City Hall. *Austin Bleess, City Manager*

#### **I. MAYOR AND COUNCIL COMMENTS**

Pursuant to Texas Government Code § 551.0415, City Council Members and City staff may make a reports about items of community interest during a meeting of the governing body without having given notice of the report. Items of community interest include:

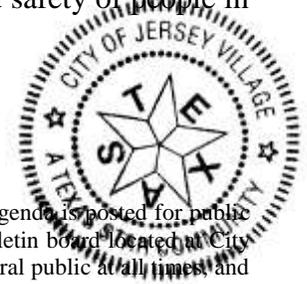
- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision;

- A reminder about an upcoming event organized or sponsored by the governing body;
- Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and
- Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

**J. ADJOURN**

**CERTIFICATION**

I, the undersigned authority, do hereby certify in accordance with the Texas Open Meeting Act, the Agenda is posted for public information, at all times, for at least 72 hours preceding the scheduled time of the meeting on the bulletin board located at City Hall, 16327 Lakeview, Jersey Village, TX 77040, a place convenient and readily accessible to the general public at all times, and said Notice was posted on May 6, 2021 at 11:00 a.m. and remained so posted until said meeting was convened.




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Lorri Coody, TRCM  
City Secretary

In compliance with the Americans with Disabilities Act, the City of Jersey Village will provide for reasonable accommodations for persons attending City Council meetings. Request for accommodations must be made to the City Secretary by calling 713 466-2102 forty-eight (48) hours prior to the meetings. Agendas are posted on the Internet Website at [www.jerseyvillage.info](http://www.jerseyvillage.info).

"Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun."

"Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly."

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

1. Prayer by: Drew Wasson, Council Member Place 1
2. Pledge by: Victoria Wasson

**CITY COUNCIL - CITY OF JERSEY VILLAGE, TEXAS - AGENDA REQUEST**

**AGENDA DATE:** May 10, 2021 **AGENDA ITEM:** C1

**AGENDA SUBJECT:** Discussion with possible action to consider Ordinance No. 2021-21, canvassing the returns and declaring the results of the General Election and Special Election held on May 01, 2021 for the purpose of electing a Mayor and two City Council Members (Place 2 and Place 3) and submitting to the qualified voters of the City propositions to amend the City Charter relating to Amendments to Section 2.12 – Publication of Ordinances; Gender Neutral Language; Elimination of Section 1.08 and 1.09 concerning red light cameras; and Amendments to Section 2.01 - Number, selection and term of office; and ordering that the Home Rule Charter is officially amended.

**Department/ Prepared By:** Lorri Coody, City Secretary **Date Submitted:** May 3, 2021

**EXHIBITS:** [Ordinance No. 2021-21](#)  
[EX A](#) – Home Rule Charter with revisions  
[2021 Precinct Returns](#)  
[Summary of Precinct Returns](#)  
[Script](#) for Canvass

**BACKGROUND INFORMATION:**

The canvass is an official meeting of the canvassing authority (city council) for the purpose of making the election results official. The duty to conduct the canvass is a mandatory, ministerial duty and not subject to the discretion of the governing body.

Pursuant to the Texas Election Code Section 67.004, the procedure for canvass is as follows:

1. The precinct returns shall be delivered sealed to the authority.
2. The authority shall open the returns and canvass them by:
  - a. preparing a tabulation stating for each candidate and for and against each measure:
    - i. the report of early voting votes by precinct;
    - ii. the total number of votes received; and
    - iii. the sum of the precinct totals.

A summary of this information is included for your review. Ordinance 2021-21 indicates the votes cast for each of the candidate and for each proposition.

Once Ordinance No. 2021-21 has been approved and adopted declaring the returns official, a certificate of election will be presented by the Mayor to each of the elected candidates, and the City Secretary will certify to the secretary of state an authenticated copy of the charter or amendment under the municipality's seal showing the approval by the voters of the municipality.

**RECOMMENDED ACTION:**

**MOTION:** To approve Ordinance No. 2021-21, canvassing the returns and declaring the results of the General Election and Special Election held on May 01, 2021 for the purpose of electing a Mayor and two City Council Members (Place 2 and Place 3) and submitting to the qualified voters of the City propositions to amend the City Charter relating to Amendments to Section 2.12 – Publication of Ordinances; Gender Neutral Language; Elimination of Section 1.08 and 1.09 concerning red light cameras; and Amendments to Section 2.01 - Number, selection and term of office; and ordering that the Home Rule Charter is officially amended.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

**ORDINANCE NO. 2021-21**

**AN ORDINANCE OF THE CITY OF JERSEY VILLAGE, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE GENERAL ELECTION AND SPECIAL ELECTION HELD ON MAY 01, 2021 FOR THE PURPOSE OF ELECTING A MAYOR AND TWO CITY COUNCIL MEMBERS (PLACE 2 AND PLACE 3) AND SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY PROPOSITIONS TO AMEND THE CITY CHARTER RELATING TO AMENDMENTS TO SECTION 2.12 – PUBLICATION OF ORDINANCES; GENDER NEUTRAL LANGUAGE; ELIMINATION OF SECTION 1.08 AND 1.09 CONCERNING RED LIGHT CAMERAS; AND AMENDMENTS TO SECTION 2.01 - NUMBER, SELECTION AND TERM OF OFFICE; AND ORDERING THAT THE HOME RULE CHARTER IS OFFICIALLY AMENDED.**

\* \* \* \* \*

**WHEREAS**, a general municipal election was held in the City of Jersey Village, Texas, on May 01, 2021, for the purpose of electing a mayor and two council members; and

**WHEREAS**, a special election was held on the same day for the purpose of submitting to the qualified voters of the City of Jersey Village, Texas certain proposed amendments to the Charter of the City of Jersey Village;

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

**WHEREAS**, unofficial results show a total of **1288** votes were cast in such election; **NOW THEREFORE**,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS;**

**Section 1.** The facts set forth in the preamble of this Ordinance are hereby found to be true and correct and incorporated herein for all purposes.

**Section 2.** The official canvass of the returns of the general election held on May 01, 2021; reflect that the following persons received the number of votes set opposite their names in the respective positions to be filled:

**Mayor**

<b><u>Candidate</u></b>	<b><u>Votes Received</u></b>
Bobby Warren	<u>926</u>
Merrilee Rosene Beazley	<u>320</u>

**Council Member, Place 2**

<b><u>Candidate</u></b>	<b><u>Votes Received</u></b>
Dell Humbert	<u>212</u>
Kamal Khan	<u>344</u>
Sheri Sheppard	<u>662</u>

**Council Member, Place 3**

<b><u>Candidate</u></b>	<b><u>Votes Received</u></b>
Michelle Mitcham	<u>689</u>
Ashley Brown	<u>576</u>

**Section 3.** The official canvass of the returns of the general election held on May 01, 2021 reflects that the following persons were duly elected to the respective positions shown:

**Mayor**

Bobby Warren

**Council Member, Place 2**

Sheri Sheppard

**Council Member, Place 3**

Michelle Mitcham

**Section 4.** The official canvass of the returns of the special election held on May 1, 2021, reflects that the following propositions received the number of votes set out following their numbers:

**Proposition A**

Shall the Jersey Village Charter be amended by amending “Article I – Incorporation, Form of Government and Powers” by eliminating Section 1.08 and Section 1.09, “Photographic Traffic Signal Systems”, in order to ban red light cameras?

<b>YES</b>	<u>898</u>
<b>NO</b>	<u>362</u>

**Proposition B**

Shall the Jersey Village Charter be amended by amending “Article II – The Council”, Section 2.01, “Number, Selection and Term of Office”, in order to reflect gender neutral language and to require a majority vote for a candidate for City Council or for Mayor to be elected?

<b>YES</b>	<u>822</u>
<b>NO</b>	<u>441</u>

**Proposition C**

Shall the Jersey Village Charter be amended by amending “Article II – The Council”, Section 2.12, “Publication of Ordinances”, in order to allow for the posting on the City’s website of Ordinances passed by the City Council in lieu of posting such Ordinances in a newspaper?

<b>YES</b>	<u>996</u>
<b>NO</b>	<u>260</u>

**Proposition D**

Shall the Jersey Village Charter be amended by replacing gender specific language with gender neutral language in Sections 2.03, 3.01, 3.03, 4.09, 4.10, 5.01, 9.04, and 9.07?

**YES** 731  
**NO** 523

**Section 5.** The official canvass of the returns of the special election held on May 1, 2021 reflects that Propositions A, B, C, and D were approved by a majority of qualified voters of the City who voted at the election held for that purpose. In accordance with Section 9.005 of the Texas Local Government Code it is hereby ordered and declared that the Home Rule Charter for the City of Jersey Village is hereby ADOPTED.

**Section 6.** This Ordinance shall be entered into the records of the City of Jersey Village and the Mayor shall certify to the Texas Secretary of State an authenticated copy of the Charter under the City’s seal showing the approval of voters.

**Section 7.** A copy of the City of Jersey Village Home Rule Charter (with amendments) as adopted by the voters of the City of Jersey Village in the Special Election on May 1, 2021, is attached hereto as Exhibit “A” and incorporated herein for all purposes.

**PASSED, APPROVED AND ADOPTED THIS** 10th day of May 2021.

\_\_\_\_\_  
Andrew Mitcham, Mayor

**ATTEST:**

\_\_\_\_\_  
Lorri Coody, City Secretary



# **EXHIBIT A**

## **City of Jersey Village Home Rule Charter (With Amendments)**

# CITY OF JERSEY VILLAGE, TEXAS HOME RULE CHARTER

## PREAMBLE

We, the people of the City of Jersey Village, Texas establish this Charter as the basic law of our city to provide for continuous and effective government, with latitude for our elected officers, and with safeguards to ensure the rights and general welfare of the people.

## ARTICLE I. - INCORPORATION, FORM OF GOVERNMENT AND POWERS

### Sec. 1.01. - Incorporation.

The inhabitants of the City of Jersey Village, Harris County, Texas, residing within its corporate boundaries as heretofore or hereafter established, are hereby constituted and shall continue to be a municipal body politic and corporate in perpetuity under the name of the "City of Jersey Village" ("city") with such powers, privileges, rights, duties and immunities as are herein provided.

### Sec. 1.02. - Form of government.

The municipal government provided by this Charter shall be known as "Council-Manager" form of government. Pursuant to the provisions of, and subject only to the limitations imposed by, the Constitution and laws of the State of Texas and by this Charter, all powers of the city shall be vested in and exercised by an elective city council ("council") which shall enact ordinances, adopt budgets, determine policies, appoint the city manager, and execute other powers and duties as prescribed in this Charter.

### Sec. 1.03. - General powers.

Except as expressly limited by this Charter, the city shall have the powers granted to "Home Rule" cities by the Constitution and laws of the State of Texas, together with all of the implied powers necessary to carry into execution such granted powers, and in addition, all powers not denied to "Home Rule" cities by the Constitution or laws of the State of Texas. By way of enumeration and not limitation, the city may use a corporate seal; may sue and be sued; may contract and be contracted with; may cooperate with the government of the State of Texas or any agency or political subdivision thereof, or with the federal government or any agency thereof, to accomplish any lawful purpose for the advancement of the interest, welfare, health, morals, comfort, safety or convenience of the city and its inhabitants; may acquire property within or without its corporate boundaries for any municipal purpose in fee simple or in any lesser interest or estate by purchase, gift, devise, lease or condemnation and, subject to the provisions of this Charter and the Constitution and laws of the State of Texas, may sell, lease, mortgage, hold, manage, improve or control such property as may now or hereafter be owned by it; may pass ordinances and enact such regulations as may be expedient for the maintenance of the good government, order or peace of the city or the welfare, health, morals, comfort, safety or convenience of its inhabitants. The powers hereby conferred upon the city shall include, but are not restricted to, the powers enumerated in Chapter 147, Page 307, Acts of the Thirty-third Legislature of the State of Texas, Regular Session, 1913, the same being compiled as Vernon's Ann. Civ. St. art. 1165 et seq., as heretofore or hereafter amended, all of which are hereby adopted.

In addition to the powers enumerated herein, and subject only to the limitations imposed by the Constitution and laws of the State of Texas and by this Charter, the city shall have, without the necessity of express enumeration in this Charter, each and every power which by virtue of the Constitution of the State of Texas, including but not limited to Article XI, Section 5 thereof, the people of the city are empowered by election to grant or to confer upon the city by expressly and specifically granting and enumerating the same herein. All such powers, whether express or implied, shall be exercised and enforced in the manner prescribed in this Charter or, when not prescribed herein, in such manner as shall be provided by ordinance of the council. Notwithstanding the foregoing provisions of this section, the enumeration of specific powers in this Charter shall not limit any powers otherwise conferred upon the city by this Charter, except insofar as a specific and contrary intention to limit the powers of the city may be expressed in this Charter.

**Editor's note**— For current provisions pertaining to the statutory citations in the above section, see V.T.C.A., Local Government Code ch. 9, and other statutes referred to in V.T.C.A., Master Disposition Table.

**Sec. 1.04. - Regulation of streets and public property.**

The city shall have exclusive dominion, control and jurisdiction in, upon, over and under the public streets, sidewalks, alleys, public squares and public ways within the corporate boundaries of the city and in, upon, over and under all public property of the city. With respect to each and every public street, sidewalk, alley, highway, public square, public park or other public way within the corporate boundaries of the city, the city shall have the power to establish, maintain, improve, alter, abandon or vacate the same; to regulate, establish or change the grade thereof; to control or regulate the use thereof; and to abate or remove in a summary manner any encroachment thereon.

**Sec. 1.05. - Street development and improvement.**

The city shall have the power to develop or improve, or cause to be developed or improved, any or all public streets, sidewalks, alleys, highways and other public ways within the corporate boundaries of the city by laying out, opening, narrowing, widening, straightening, extending, lighting or establishing building lines along the same; by purchasing, condemning or taking property therefor; by filling, grading, raising, lowering, paving, repaving or repairing the same in a permanent manner; and by constructing, reconstructing, altering, repairing or realigning curbs, gutters, drains, sidewalks, culverts and other appurtenances and incidentals in connection with such development or improvement herein authorized, or any combination or part thereof. The cost of such development or improvement may be paid partly or entirely by assessments levied as a lien against the properties abutting thereon and against the owners thereof, and such assessments may be levied in any amount and under any procedure not prohibited by the laws of the State of Texas; provided, however, that no assessment shall be made against such land or owners thereof in excess of the enhancement in value of such property occasioned by such improvement.

If improvements are ordered constructed in any part of such area used or occupied by the tracks or facilities or [of] any railway or public utility, the council shall have the power to assess the whole cost of improvements in such area and the added costs of improvements in areas adjacent thereto made necessary by such use or occupancy against such railway or public utility, and shall have power by ordinance to provide for the enforcement of such assessment.

As an alternate and cumulative method of developing, improving or paving any or all public streets, sidewalks, alleys, highways and other public ways within its corporate boundaries, the city shall have the power and authority to proceed in accordance with Chapter 108, page 489, Acts of the Fortieth Legislature of the State of Texas, First Called Session, 1927, the same being compiled as Vernon's Ann. Civ. St. art. 1105, as heretofore or hereafter amended.

**Editor's note**— For current statutory provisions pertaining to street improvements, see V.T.C.A., Transportation Code ch. 311 et seq.

**Sec. 1.06. - Corporate boundaries and annexation.**

The council shall have the power by ordinance to fix the corporate boundaries of the city and to provide for the alteration and extension of said corporate boundaries, the annexation of additional territory lying adjacent to the city, and the detachment or disannexation of territory, with or without the consent of the owners and inhabitants of the territory annexed, detached or disannexed, in any manner not inconsistent with the procedural rules prescribed by the laws of the State of Texas, including but not limited to Chapter 160, page 447, Article 1, Acts of the Fifty-eighth Legislature of the State of Texas, Regular Session, 1963, the same being the Municipal Annexation Act, compiled as Vernon's Ann. Civ. St. art. 970a, as heretofore or hereafter amended. Upon the final passage of any ordinance annexing territory, the corporate boundaries of the city shall thereafter include the territory annexed. When any additional territory has been annexed, the same shall be a part of the city; the property situated therein shall thereafter be subject to taxes levied by the city; and the inhabitants thereof shall be entitled to all of the rights and privileges of all citizens, and shall be bound by this Charter and the ordinances, resolutions, rules and regulations of the city. Upon the final passage of any ordinance detaching or disannexing territory from the city, the incorporated area of the city shall be reduced by the territory detached or disannexed.

**Editor's note**— For current statutory provisions pertaining to municipal annexations, see V.T.C.A., Local Government Code ch. 43.

**Sec. 1.07. - Eminent domain.**

The city shall have the full right, power and authority of eminent domain where necessary or desirable to execute any power conferred upon it by this Charter or by the Constitution or laws of the State of Texas, and may condemn either private or public property whether within or without the corporate boundaries of the city for such purposes, upon payment of fair compensation for the property taken. Such power may be exercised in any manner authorized by the Constitution or laws of the State of Texas, or as may be prescribed by ordinance. The power of eminent domain hereby conferred shall include the right of the city to take the fee in the lands thus condemned. The city shall have and possess the power of eminent domain for any municipal or public purpose, even though not specifically enumerated in this Charter. .

**~~Sec. 1.08. -- Reserved.~~**

**~~Sec. 1.09. -- Limitations on power of council.~~**

~~—The limitations on the powers of the City Council in Section 1.08 related to photographic traffic signal systems shall not apply to any contract or contractual obligation incurred by or on behalf of the City on or before January 1, 2016.~~

## ARTICLE II. - THE COUNCIL

### Sec. 2.01. - Number, selection and term of office.

The council shall be composed of a mayor and five (5) other councilmembers, each of whom, unless sooner removed under the provisions of this Charter or the laws of the State of Texas, shall serve for a term of two (2) years or until ~~his~~ a successor has been elected and installed. The members of the council, other than the mayor, shall be elected to and occupy a place on the council, such places being numbered One, Two, Three, Four and Five, respectively. Places One, Four and Five on the council shall be filled by ~~popular majority~~ popular majority vote each even-numbered year, and places Two and Three on the council shall be filled by ~~popular majority~~ popular majority vote each odd-numbered year. The office of mayor shall be filled by ~~popular majority~~ popular majority vote each odd-numbered year.

No person shall serve more than three (3) consecutive two-year terms as mayor, nor more than four (4) consecutive two-year terms as councilmember or a combination of mayor/councilmember. Any portion of a term served shall count as one (1) term in calculating the total number of consecutive terms served. No person who has served four (4) consecutive terms as councilmember or mayor/councilmember shall hold office as mayor within the one-year period following the said four (4) terms of service.

### Sec. 2.02. - Qualifications and limitations.

Each member of the council shall be qualified to vote in city elections; shall be a resident of and have resided in the city for a continuous period of not less than one year preceding the date of election, or of appointment under Section 2.03 of this Charter; and shall not be in arrears in the payment of taxes to the city. No member of the council shall hold any other office or employment under the city government while a member of the council, nor shall any member of council hold any paid employment under the city government within two years thereafter. The council shall be the sole judge of the qualifications and election of its members.

### Sec. 2.03. - Vacancies.

Vacancies on the council arising from any cause shall be filled by a vote of the council. The person appointed to fill any such vacancy shall possess all qualifications required for the office. There shall not be more than one (1) appointee on [the] council at any given time. If two (2) or more vacancies, or one (1) or more vacancies together with one (1) appointee exist at the same time, a special election shall be called to fill said vacancies and replace said appointee. However, if such vacancies occur within one hundred twenty (120) days of a regular election, such vacancies shall be filled by appointment by vote of the council. A council position filled by appointment shall be filled by election at the next city general election for the remaining year of the unexpired term or for the next full term, as the case may be. A member of the council shall be disqualified for office if ~~he~~ the person fails to meet the qualifications of office or if ~~he~~ the person is absent from three (3) consecutive or five (5) nonconsecutive regular council meetings per two-year term. Upon determination by vote of the council that a member of the council is disqualified for office,

the office shall be vacant. No action taken by the council prior to such vote shall be invalid because of such disqualification.

**Sec. 2.04. - Compensation.**

The mayor and other councilmembers shall be entitled to such compensation as may be established or changed from time to time by the council; provided, however, that no implementation or increase in compensation shall take effect until approved by a majority of the voters in the next regular city election. The mayor and other councilmembers shall be entitled, with approval by council, to reimbursement for reasonable expenses incurred in the performance of their official duties.

**Sec. 2.05. - Mayor and mayor pro tem.**

The mayor shall preside at all meetings of the council and shall be recognized as head of the city government for all ceremonial purposes, for the purpose of receiving service of civil process, for emergency purposes, and for military purposes; but the mayor shall have no regular administrative duties. The mayor shall perform other such duties and possess and exercise such other duty and authority as may be prescribed and conferred by the council. The mayor shall be entitled to vote only in case of a tie vote by the council. The mayor shall have no veto power.

At its first meeting following the general municipal election each year, the council shall elect one of its members as mayor pro tem, who shall hold such office during the pleasure of the council. The mayor pro tem shall act as mayor during the absence or disability of the mayor and shall have power to perform every act the mayor could perform; provided, however, that the mayor pro tem shall be entitled to vote upon all matters considered by the council. If the mayor and the mayor pro tem are absent from a meeting, the council shall elect an attending member to preside over such meeting.

**Sec. 2.06. - Powers of the council.**

All powers and authority which are expressly or impliedly conferred on or possessed by the city shall be vested in and exercised by the council; provided, however, that the council shall have no power to exercise those powers which are expressly conferred upon other city officers by this Charter.

**Sec. 2.07. - Investigations.**

The council shall have the power to investigate the official conduct of any department, agency, office, officer or employee of the city, and for such purpose shall have the power to administer oaths, subpoena witnesses, and compel the production of books, papers and other evidence material to the investigation. The council shall, by ordinance, provide penalties for contempt in failing or refusing to obey any such subpoena or to produce any such books, papers or other evidence, and shall have the power to punish such contempt in the manner provided by such ordinance.

**Sec. 2.08. - Interference in administrative or personnel matters.**

Neither the council nor any of its members shall instruct or request the city manager or any of the city manager's subordinates to appoint to or remove from office or employment any person.

Except for the purposes of investigation under Section 2.07 of this Charter or obtaining information, the council and its members shall deal with the administrative service of the city solely through the city manager and shall not give orders to any of the city manager's subordinates, either publicly or privately.

**Sec. 2.09. - Meetings of the council.**

There shall be at least one regular meeting of the council each month. All meetings shall be public, except where permitted by law to be closed in whole or part to the public, and shall be held at the city hall or other public place in the city. Special meetings may be called at any time by the city secretary upon request of the mayor, the city manager or three members of the council.

**Sec. 2.10. - Rules of procedure.**

The council may determine its own rules and order of business. A majority of the members of the council, excluding the mayor, shall constitute a quorum for all meetings for the transaction of all business. All actions of the council shall be by majority vote. The council may adopt such rules and prescribe such penalties as it may deem proper to enforce the attendance of its members at all regular and special meetings of the council or its committees. Minutes of all meetings of the council shall be taken and recorded, and such minutes shall constitute a public record.

**Sec. 2.11. - Procedure to enact ordinances.**

The council shall legislate by ordinance. The enacting clause of every ordinance shall be, "Be it ordained by the city council of the City of Jersey Village." Every ordinance enacted by the council shall be signed by the mayor, the mayor pro tem or by two members of the council and shall be filed with and recorded by the city secretary. Every ordinance shall take effect immediately upon its passage, unless otherwise provided by law or by the terms of such ordinance.

**Sec. 2.12. - Publication of ordinances and other required public notices.**

Except as otherwise ~~provided~~ **required** by law or this Charter, the city secretary shall give notice of the enactment of every ordinance imposing any penalty, fine or forfeiture for any violation of any of its provisions, and of every other ordinance required by law or this Charter to be published, by causing said ordinance, or its caption and penalty, to be published **(i)** at least one time within ten (10) days after passage thereof in the official newspaper of the city **or (ii) by posting on the municipal bulletin board for City Council agendas at City Hall and on the city's internet website continuously for twenty (20) days after passage. Except as otherwise provided by law or this Charter, any requirement of the city council, or any board, department or official of the city, to provide notice with respect to any real or personal property, act, event, hearing, or other occurrence, by advertisement or notice, publication of such advertisement or notice on the municipal bulletin board and on the city's internet website, continuously for at least seventy two (72) hours or for such other longer time frame for advertisement or prescribed by law, if any, shall be sufficient public notice.** The affidavit of publication by the publisher of such newspaper, taken before any officer authorized to administer oaths and filed with the city secretary, shall be conclusive proof of the legal publication and promulgation of such ordinance in all courts.

**Sec. 2.13. - Code of ordinances.**

The council shall have the power to cause all general ordinances of the city to be compiled and printed in code form. Every general ordinance enacted subsequent to such codification shall be enacted as an amendment to the code. The council shall cause all general ordinances to be codified, recodified or reprinted whenever in its discretion such is deemed desirable, or when such codification, recodification or reprinting is required by law. When adopted by the council, the printed code of general ordinances contemplated by this section shall be in full force and effect without the necessity of such code or any part thereof being published in any manner. The caption, descriptive clause or other formal parts of the ordinances of the city may be omitted without affecting the validity of such ordinances when they are published as a code.

**Sec. 2.14. - Official bonds for city employees.**

Such city officers and employees as the council may require shall, before entering upon the duties of their offices or employment of the city, enter into good and sufficient fidelity bonds acceptable to the council and in sums to be determined by the council, payable to the city and conditioned upon the faithful discharge of the duties of such persons and upon the faithful accounting of all monies, credits and things of value coming into the hands of such persons. Such bonds shall be signed as surety by companies authorized to do business under the laws of the State of Texas, and the premiums on such bonds shall be paid by the city.

**Sec. 2.15. - Audit and examination of city books and accounts.**

The council shall cause an annual audit to be made of the books and accounts of the city. At the close of each fiscal year, a complete audit shall be made by a certified public accountant, who shall be selected by the council. Such audit shall include a recapitulation of all audits made during the course of the fiscal year. All audit reports shall be filed with the council, shall be available for public inspection, and shall be made a part of the official records of the city. Such accountant shall not maintain or keep any of the city's accounts or records nor be an officer or employee of the city.

**ARTICLE III. - ELECTIONS**

**Sec. 3.01. - Regular elections.**

The regular election of members of the council to the positions to be filled on the council shall be held on the first election date authorized by state law on or after the first day of April of each year at a place or places designated by the council by ordinance. At every such election such voter shall not vote for more than one (1) candidate for each council position to be filled. Such election shall be ordered by the mayor, and in the event of **his the mayor's** failure to order the same, the council shall make such order. In the event of the failure of the mayor and the council to so act, such election may be called by the city secretary; and in the event of **his the city secretary's** failure to act, by the County Judge of Harris County, Texas; and in the event of **his the County Judge's** failure to act, by the Governor of the State of Texas. The city secretary shall give such notice of the election as may be prescribed by law.

**State Law reference**— Uniform election dates, V.T.C.A., Election Code § 41.001.

**Sec. 3.02. - Special elections.**

The council may by ordinance or resolution call such special elections as are authorized by the Constitution and laws of the State of Texas or by this Charter; fix the date, time and place of holding same; and provide all means for holding such special elections; provided, however, that every special election shall be called and held as nearly as practicable according to the provisions governing regular elections.

**Sec. 3.03. - Filing for office.**

Any person qualified to serve under the provisions of Article II hereof may be a candidate for election to a position on the council. A candidate person who desires to ~~have his name appear on the ballot~~ be a candidate for an elective position on the city council shall file an application with the city secretary within the time prescribed by law. Such application shall clearly designate the desired position on the council and shall contain a sworn statement by the candidate person that ~~he~~ the person is fully qualified under the Constitution and laws of the State of Texas and the provisions of this Charter to hold the office ~~he seeks sought~~. The names of all candidates who have filed for office shall be printed on the official ballot by position without party designations, in an order as provided by law.

**Sec. 3.04. - Elections by majority and runoff elections.**

At every election to fill one or more positions on the council, election to each position shall be by a majority of all the votes cast at such election for such position. In the event no candidate receives a majority of all the votes cast at such election for any such position, immediately upon declaring the official results of the election, the mayor or the council shall order a runoff election for every position to which no person was elected. The city secretary shall give notice of such runoff election as may be prescribed by law. The two candidates who received the highest number of votes for any position to which no person was elected in the election shall be voted on in the runoff election, appearing on the runoff ballot in the same order as they appeared on the ballot in the preceding election. The candidate who receives the majority of all the votes cast at such runoff election for such position shall be elected.

**Sec. 3.05. - Notification and installation of elected officers.**

The city secretary shall notify all persons elected to office of their election. All persons duly elected shall take office at the first meeting of the council following the runoff election, if one is required. If no runoff election is required, all of said officers shall take office at the first meeting of the council following the general election.

**ARTICLE IV. - INITIATIVE, REFERENDUM AND RECALL**

**Sec. 4.01. - Power of initiative.**

The people of the city reserve the power of direct legislation by initiative, and in the exercise of such power may propose any ordinance (except annexation ordinances, zoning ordinances, ordinances appropriating money or levying taxes, ordinances repealing zoning ordinances, or ordinances repealing ordinances appropriating money or levying taxes) not in conflict with this Charter or the Constitution or laws of the State of Texas. Any initiated ordinance may be submitted to the council by a petition signed by at least fifteen (15) percent of the qualified voters of the city.

**Sec. 4.02. - Power of referendum.**

The people of the city reserve the power to approve or reject at the polls any legislation enacted by the council which is subject to the initiative process under this Charter, except that ordinances authorizing the issuance of either tax or revenue bonds, whether original or refunding bonds, shall not be subject to such referendum. Prior to or within sixty (60) days after the effective date of any ordinance which is subject to referendum, a petition signed by at least fifteen (15) percent of the qualified voters of the city may be filed with the city secretary requesting that any such ordinance be either repealed or submitted to a vote of the people. When such a petition has been certified in writing as sufficient by the city secretary, the ordinance specified in the petition shall not go into effect, or further action thereon shall be suspended if it shall have gone into effect, until and unless it is approved by the voters as herein provided.

**Sec. 4.03. - Form of petitions.**

An initiative petition and a referendum petition shall meet the requirements for petitions of the Texas Election Code.

**Sec. 4.04. - Filing, examination and certification of petitions.**

Within thirty (30) days after an initiative or referendum petition is filed, the city secretary shall examine the petition and certify as to its sufficiency. The city secretary shall declare void any petition which does not have an affidavit attached thereto as required in Section 4.03 of this Article. In examining the petition, the city secretary shall write the letters "D.V." (declared void) in red ink opposite the names of signatories found not qualified. If the city secretary certifies the petition as insufficient, the city secretary shall notify the petitioner in writing. Such insufficient petition may be amended within forty-five (45) days from the date of original filing by submitting a supplementary petition upon additional papers signed and filed as provided for in the original petition. Within thirty (30) days after such amendment is filed, the city secretary shall examine the amended petition and certify as to its sufficiency. If the amended petition is then found to be insufficient, no further proceedings shall be had with regard to it. The city secretary shall report the status of any petition to the council at each regular council meeting.

**Sec. 4.05. - Council consideration and submission to voters.**

When the council receives an authorized initiative petition certified in writing by the city secretary to be sufficient, the council shall (a) pass the initiated ordinance without amendment within thirty (30) days after the date of presentation of written certification to the council; or (b) submit said initiated ordinance without amendment to a vote of the qualified voters of the city at a regular or special election to be held on the first election day permitted by law which is not less than thirty (30) days after the date of presentation of written certification to the council; or (c) submit to a vote of the qualified voters of the city said initiated ordinance, without amendment, and an alternative ordinance on the same subject proposed by the council. Should both such ordinances be approved by a majority of the votes cast at such election, the ordinance receiving the higher number of votes shall become effective as an ordinance of the city; the other ordinance shall be deemed rejected and shall not become effective.

When the council receives an authorized referendum petition certified in writing by the city secretary to be sufficient, the council shall reconsider the referred ordinance. If upon reconsideration such ordinance is not repealed within thirty (30) days, it shall be submitted to the qualified voters of the city at a regular or special election to be held on the first election day

permitted by law which is not less than thirty (30) days after the date of presentation of written certification to the council.

Special elections on initiated or referred ordinances shall not be held more frequently than once each six months. No ordinance on the same subject as an initiated ordinance which has been defeated or on the same subject as a referred ordinance which has been approved at any election may be initiated or referred by the voters within two years from the date of such election.

**Sec. 4.06. - Results of election.**

Any number of ordinances may be voted on at the same election in accordance with the provisions of this article. If a majority of the votes cast is in favor of an initiated ordinance, it shall thereupon be effective as an ordinance of the city. An ordinance thus adopted may be repealed or amended at any time after the expiration of one year by vote of the council. A referred ordinance which is rejected by a majority of the votes cast in a referendum election shall be deemed thereupon repealed. An ordinance thus rejected may be reenacted at any time after the expiration of one year by vote of the council.

**Sec. 4.07. - Power of recall.**

The people of the city reserve the power to recall any elected officer of the city and may exercise such power by filing with the city secretary a petition, signed by at least thirty (30) percent of the qualified voters of the city, demanding the removal of such elected officer. The petition shall be signed and verified in the manner required for an initiative petition.

**Sec. 4.08. - Recall election.**

The provisions of this article regulating examination, certification and amendment of initiative petitions shall apply to recall petitions. If the petition is certified in writing by the city secretary to be sufficient, the council shall order and hold an election within forty-five (45) days to determine whether such officer shall be recalled.

**Sec. 4.09. - Results of recall election.**

If the majority of the votes cast at a recall election are for the recall of the officer named on the ballot, the office shall be vacant and shall be filled as specified in Article II of this Charter. An officer thus removed shall not be eligible to hold elective or appointive office in the city for a period of two years from the date of ~~his~~ such recall election.

**Sec. 4.10. - Limitation on recall.**

No recall petition shall be filed against an officer within six months after ~~he~~ the person takes office, and no officer shall be subjected to more than one recall election during ~~his~~ any one term of office.

**ARTICLE V. - ADMINISTRATIVE ORGANIZATION**

**Sec. 5.01. - City manager.**

The council shall appoint a city manager, who shall be the chief administrative and executive officer of the city. ~~He~~ **The city manager** shall be chosen by the council on the basis of ~~his~~ **the person's** executive and administrative training, experience and ability.

The city manager shall be appointed for an indefinite term, and may be removed at the will of the council. The decision of the council as to such appointment or removal shall be final. The city manager shall receive such compensation as may be fixed by the council. No member of the council shall, during the term for which ~~he~~ **the member** is elected and for two years thereafter, be chosen as city manager.

By letter filed with the city secretary, the city manager may designate, subject to council approval, a qualified city administrative officer to be acting city manager during ~~his~~ **the city manager's** temporary absences or disabilities. The council may revoke such designation at any time and appoint another person acting city manager to serve during such times; and if the city manager fails to make such designation, the council may appoint an acting city manager to serve during such times. The council may remove an acting city manager at any time.

**Sec. 5.02. - Powers and duties of city manager.**

The city manager shall be responsible to the council for the efficient and economical administration of the city government. Except as otherwise provided by this Charter, the city manager shall have the authority to hire and terminate all employees of the city. The city manager may authorize the head of any department to appoint and remove subordinates in that department. Except for the purposes of investigation under Section 2.07 of this Charter or of obtaining information, the council and its members shall deal with employees through the city manager.

The city manager shall:

- (1) Prepare and submit annually to council a proposed budget and administer the budget after its adoption;
- (2) Advise the council of the financial condition and future financial needs of the city;
- (3) Recommend to the council the salaries to be paid to each appointed officer and employee of the city;
- (4) Recommend to the council in writing actions or policies the city manager considers desirable;
- (5) Attend all meetings of the council, with the right to take part in discussion but with no vote;
- (6) Administer the enforcement of all city ordinances; and
- (7) Perform all other duties directed by the council and not inconsistent with this Charter.

**Sec. 5.03. - Administrative departments.**

There shall be such administrative departments as are established by this Charter and as may be established by ordinance, all of which shall be under the control and direction of the city manager. The council may abolish or combine one or more departments, except that no function assigned by this Charter to a particular department, office or agency may be discontinued or, unless this Charter specifically so provides, assigned to any other.

**Sec. 5.04. - Directors of departments.**

At the head of each department there shall be a director. Such directors shall have supervision and control over their respective departments and may serve as chiefs of divisions within their respective departments. Two or more departments may be headed by the same individual, and the city manager may head one or more departments.

**Sec. 5.05. - City secretary.**

The council shall appoint a city secretary. The city secretary shall be entitled to compensation for services as established by the council and shall serve at the pleasure of the council. With approval of the council, the city secretary shall appoint assistant city secretaries in number as approved by the council. The city secretary or an assistant city secretary shall give notice of council meetings; shall keep the minutes of proceedings of council meetings; shall authenticate by signature and record in full, in a book kept and indexed for that purpose, all ordinances and resolutions; shall hold and maintain the city seal, and affix the seal to all instruments requiring it; and shall perform other duties required by the council, city manager, this Charter or the laws of the State of Texas.

**Sec. 5.06. - City attorney.**

The council shall appoint an attorney, licensed to practice law in the State of Texas, to be the city attorney. The city attorney shall be entitled to compensation for services as established by the council and shall serve at the pleasure of the council. The city attorney, or other attorneys selected by the city attorney with approval of the council, shall represent the city in all litigation and other legal matters. The city attorney shall be the legal advisor to the city and counsel for the city and all its officers and departments in the conduct of city business. The council may retain special counsel at any time it deems the same appropriate or necessary.

**Sec. 5.07. - Municipal court.**

There is established and shall be maintained a court or courts, designated the "Municipal Court of the City of Jersey Village," for the trial of misdemeanor offenses with all powers and duties granted by the laws of the State of Texas.

The judge(s) of each court shall be appointed by the council for a term of office of two years beginning on January 1 of even-numbered years. Any such judge may be removed from office by the council for incompetency, misconduct or malfeasance. Each such judge shall be an attorney licensed to practice law in the State of Texas and shall be entitled to compensation as established by the council.

There shall be a municipal court clerk appointed by the council for a term of two years to run concurrently with the term of the judge. Such clerk and any deputy clerks appointed by the clerk, with approval of the council, shall have the power to administer oaths, make certificates, affix the seal of the court, and perform all acts usual and necessary in issuing process and conducting business of the court.

**ARTICLE VI. - FINANCE**

**Sec. 6.01. - Fiscal year.**

The fiscal year of the city shall be as established by ordinance of the council. In the event the council does not thus establish the fiscal year, the fiscal year of the city shall begin on the first day of each October and end on the last day of September of the following year. All funds collected by the city during any fiscal year, including both current and delinquent revenues, shall belong to such fiscal year and, except for funds derived to pay interest and create a sinking fund on the bonded indebtedness of the city, may be applied to the payments of expenses incurred during such fiscal year, except as provided in this Charter. Any revenues uncollected at the end of any fiscal year, and any unencumbered funds actually on hand, shall become resources of the next succeeding fiscal year.

**Sec. 6.02. - Annual budget.**

The annual budget must specify appropriations for capital expenditures and for expenditures directed by council for services and for the operation of the city. It must comply with fund requirements of bond covenants. City department directors and officers shall submit budget requests for the next fiscal year to and as directed by the city manager for review and consolidation. The city manager shall submit a proposed annual budget to the council at least forty-five (45) days prior to the end of each fiscal year.

Before taxes are levied, but after a public hearing or hearings, [the] council shall adopt an annual budget. [The] council may amend the proposed budget, but shall not delete or decrease appropriations required for debt service, and shall not authorize expenditures in excess of the total of estimated income plus funds available from earlier years.

If the council fails to adopt an annual budget before the start of the fiscal year to which it applies, appropriations of the last budget adopted shall be considered as adopted for the current fiscal year on a month to month, pro rata basis until the annual budget is adopted.

**State Law reference**— Municipal budget, V.T.C.A., Local Government Code ch. 102.

**Sec. 6.03. - Appropriations.**

From the effective date of the budget, the several amounts stated therein as proposed expenditures shall be and become appropriated to the several objects and purposes named therein. Except as provided in this article, no funds of the city shall be expended, nor shall any obligation for the expenditure of money be incurred, except pursuant to the annual appropriation ordinance provided for in this article. At the close of each fiscal year any unencumbered balance of an appropriation shall revert to the fund from which appropriated and become available for reappropriation for the next fiscal year. The council may transfer any unencumbered appropriation balance or portion thereof from one office, department or agency to another, at any time. The city manager shall have authority, without council approval, to transfer appropriation balances from one expenditure account to another within a single office, department or agency of the city.

**Sec. 6.04. - Contingent appropriation.**

Provision shall be made in the annual budget for a contingent appropriation in an amount not more than ten (10) percent of the total budget. Such contingent appropriation shall be under the control of the city manager and distributed by the city manager, after approval by the council.

Expenditures from this appropriation shall be made only in the event of established emergencies, and a detailed account of such expenditures shall be recorded and reported.

**Sec. 6.05. - Borrowing in anticipation of property taxes.**

In any fiscal year, in anticipation of the collection of the ad valorem property tax for such year, whether levied or to be levied in such year, the council may by ordinance or resolution authorize the borrowing of money, not to exceed in any fiscal year an amount equal to ten (10) percent of the budget for such fiscal year. Such borrowing shall be by the issuance of negotiable notes of the city, each of which shall be designated "tax anticipation note for the year \_\_\_\_\_" (stating the tax year). Such notes shall mature and be payable not later than the end of the fiscal year in which issued, and may be secured by the pledge of the ad valorem property taxes for such year.

**Sec. 6.06. - General obligation bonds.**

The city shall have the power to borrow money on the credit of the city and to issue general obligation bonds for permanent public improvements or for any other public purpose not prohibited by the Constitution and laws of the State of Texas, and to issue refunding bonds to refund outstanding bonds of the city previously issued. All such bonds shall be issued in conformity with the laws of the State of Texas.

**Sec. 6.07. - Revenue bonds.**

The city shall have the power to borrow money for the purpose of constructing, purchasing, improving, extending or repairing public utilities, recreational facilities or any other self-liquidating municipal function not prohibited by the Constitution or laws of the State of Texas, and to issue revenue bonds to evidence the obligation created thereby. Such bonds shall be a charge upon and payable solely from the properties, or interest therein, pledged, or the income therefrom, or both, and shall never be a debt of the city. All such bonds shall be issued in conformity with the laws of the State of Texas.

**Sec. 6.08. - Sale of bonds.**

No bonds (other than refunding bonds issued to refund and in exchange for previously issued outstanding bonds) issued by the city shall be sold for less than ninety-five (95) percent of par value and accrued interest. All bonds of the city having been issued and sold in accordance with the terms of this section, and having been delivered to the purchasers thereof, shall thereafter be incontestable, and all bonds issued to refund and in exchange for outstanding bonds previously issued shall, after said exchange, be incontestable.

**ARTICLE VII. - TAXATION**

**Sec. 7.01. - Powers of taxation.**

The city, for any municipal purpose, shall have the power to levy, assess and collect taxes of every type and character not prohibited by the Constitution or laws of the State of Texas.

**Sec. 7.02. - Arrears of taxes offset to debt against city.**

The city shall be entitled to counterclaim and offset against any debt, claim, demand or account owed by the city to any person, firm or corporation who or which is in arrears to the city for taxes, in the amount of taxes in arrears. No assignment or transfer of such debt, claim, demand or account after the said taxes are due shall affect the right of the city to so offset the said taxes against the same.

## **ARTICLE VIII. - FRANCHISES AND PUBLIC UTILITIES**

### **Sec. 8.01. - Inalienability of control of public property.**

The right of control and use of the public streets, highways, sidewalks, alleys, parks, public squares and public places of the city is hereby declared to be inalienable by the city, except by ordinances not in conflict with the provisions of this Charter. No act or omission by the council or any officer, employee or agent of the city shall be construed to grant, renew, extend or amend, expressly or by estoppel or implication, any right, franchise, or easement affecting said public streets, highways, sidewalks, alleys, parks, public squares, public places or other real property, except as provided in this Charter.

### **Sec. 8.02. - Power to grant franchise.**

The council shall have the power by ordinance to grant, renew or extend franchises of all public utilities of every character operating within the city and, with the consent of the franchise holder, to amend the same. However, no franchise shall be granted for an indeterminate term, and no franchise shall be granted for a term of more than fifty (50) years.

**State Law reference**— Public Utility Regulatory Act of 1995, Vernon's Ann. Civ. St. art. 1446c-O.

### **Sec. 8.03. - Ordinance granting franchise.**

Every ordinance granting, renewing, extending or amending a public utility franchise shall be read at three regular meetings of the council prior to approval. Within ten (10) days following the first reading of the ordinance, the full text thereof shall be published in the official newspaper of the city, and the cost of such publication shall be paid by the prospective franchise holder.

### **Sec. 8.04. - Transfer of franchise.**

No public utility franchise shall be transferred or assigned by the holder thereof except with the approval of the council expressed by ordinance.

## **ARTICLE IX. - MISCELLANEOUS PROVISIONS**

### **Sec. 9.01. - Official oath.**

Before entering upon the duties of their respective offices, all officers of the city shall take and subscribe the official oath prescribed in the Constitution of the State of Texas.

### **Sec. 9.02. - Public records.**

All public records of every office, department, agency or other entity of the city shall be open to inspection by any citizen at all reasonable times; provided that any records not required by law to be available for public inspection shall not be considered public records for the purpose of this section.

**Sec. 9.03. - Official newspaper.**

The council shall have power to contract with, and by ordinance or resolution designate, a public newspaper of general circulation in the city as the official newspaper thereof and to continue as such until another is designated, and shall cause to be published therein all ordinances, notices and other matters required to be published by this Charter, by the ordinances of the city, or by the Constitution or laws of the State of Texas.

**Sec. 9.04. - Tort liability.**

Before the city shall be liable for damages for the death or personal injuries of any person or for damages to or destruction of property of any kind, which does not constitute a taking or damaging of property under Article I, Section 17, Constitution of the State of Texas, the person injured, if living, or **his the person's** legal representatives, if deceased, or the parent or guardian of a minor child, or the owner, **his the owner's** agent or attorney of the property damaged or destroyed, shall give the city manager notice in writing of such death, injury, damage or destruction, duly verified by affidavit, within six months after same has been sustained, stating specifically in such written notice when, where and how the death, injury, damage or destruction occurred, and the apparent extent of any such injury, the amount of damages sustained, the actual residence of the claimant by street and number at the date the claim is presented, the actual residence of such claimant for six months immediately preceding the occurrence of such death, injury, damage or destruction, and the names and addresses of all witnesses upon whom it is relied to establish the claim for damages. The failure to so notify the city manager within the time and manner specified herein shall exonerate, excuse and exempt the city from any liability whatsoever. No act of any officer, employee or agent of the city shall waive compliance, or preclude the city from requiring compliance, with the provisions of this section as to notice.

**State Law reference**— Notice of claim, V.T.C.A., Civil Practice and Remedies Code § 101.101.

**Sec. 9.05. - Assignment, execution and garnishment.**

The property, real and personal, belonging to the city shall not be liable for sale or appropriation under any writ of execution. The funds belonging to the city, in the hands of any person, firm or corporation, shall not be liable to garnishment on account of any debt it may owe or funds or property it may have on hand or owing to any person. Neither the city nor any of its officers, employees or agents shall be required to answer any such right of garnishment on any account whatever. The city shall not be obligated to recognize any assignment of wages or funds by any of its officers, employees, agents or contractors.

**Sec. 9.06. - Security or bond not required.**

It shall not be necessary in any action, lawsuit or proceeding, in which the city shall be a party, for any bond, undertaking or security to be executed on behalf of the city; but all actions, lawsuits, and proceedings shall be conducted in the same manner as if such bond, undertaking or security

had been given. The city shall have all remedies by appeal, as provided by law, to all courts of this state without bond or security of any kind. For all the purposes of such actions, lawsuits, proceedings and appeals, the city shall be liable in the same manner, and to the same extent, as if the bond, undertaking or security in ordinary cases had been given and executed.

**Sec. 9.07. - Personal interest in city business.**

No member of the council or employee of the city shall personally engage in any business with the city nor shall have any financial interest, direct or indirect, in any commercial entity doing business with the city. The provisions of this section relating to financial interest in such commercial entity shall not apply when the ownership share of such councilmember or city employee is less than one percent of such entity. Any willful violation of this section shall constitute malfeasance in office, and any such councilmember or city employee guilty thereof shall thereby forfeit **his the person's** position or employment. Any violation of this section with the express or implied knowledge of the person or entity doing business with the city shall render the contract voidable by the council.

**Sec. 9.08. - Health, life and accident insurance for city employees.**

The council shall have the power, exercisable in its discretion, and subject to such limitations and regulations as it shall deem proper, to create, operate, amend and contract for an insurance plan or plans covering health, life and accident insurance, or any of them, for any or all city employees and their dependents, and to pay the premiums, or a portion thereof, therefor.

**Sec. 9.09. - Boards, agencies and commissions.**

The council shall have the authority to establish by ordinance such boards, agencies and commissions as it may deem necessary or desirable for the conduct of the city's business and the management of its affairs. The membership, authority, duties, functions and responsibilities of such boards, agencies and commissions shall be such as are specified by ordinance. The authority, duties, functions and responsibilities thus granted to and conferred on such boards, agencies and commissions shall not be incompatible with the provisions of this Charter and shall in no manner conflict with, usurp or transfer any privilege, authority, duty, function or responsibility specifically granted herein or by the laws of the State of Texas to another office, board, agency or commission of the city.

**Sec. 9.10. - Judicial notice.**

This Charter shall be deemed a public act; shall have the force and effect of a general law; may be read in evidence without pleading or proof; and judicial notice shall be taken hereof in all courts and places without further proof.

**Sec. 9.11. - Severability clause.**

If any section or part of a section of this Charter is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not invalidate or impair the validity, force or effect of any other section or part of a section of this Charter.

**Sec. 9.12. - Effect of headings and numeration.**

All headings and numeration in this Charter for its respective articles, sections and subsections are provided for the sole purpose of convenient reference, and shall have no substantive legal effect.

**Sec. 9.13. - Charter amendment.**

This Charter may be amended in accordance with the Constitution and laws of the State of Texas.

**Sec. 9.14. - Charter review commission.**

The council shall appoint a Charter review commission ("commission") no later than July 1996 and at least every four (4) years thereafter. The commission shall consist of seven (7) members and three (3) alternate members, all to be citizens of the City of Jersey Village.

(a) Duties of the commission:

- (1) Inquire into the operation of the city government under the provisions of the Charter. To this end, public hearings may be held and the commission shall have the power to request the attendance of any officer or employee of the city and require the submission of any of the city records deemed necessary to conduct such hearing.
- (2) Propose any recommendations deemed desirable to ensure compliance with the provisions of the Charter by the several departments of the city government.
- (3) Propose, if desirable, amendments to the Charter to improve the effective application of the Charter to current conditions.
- (4) Report its finding(s) and proposed amendments, if any, to the council.

(b) Action by the council: The council shall receive and publish any report presented by the commission.

(c) Term of office: The term of office of such commission shall be six (6) months or longer if extended by the council and, at the completion of such term, a report of the proceedings of the commission shall be filed with the city secretary and shall become public record.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

RETURN SHEET (PAGINA DE DATOS SOBRE EL RESULTADO DE LA ELECCION)	Pct. No. (Num. de Pct.) City of Jersey Village	Authority Conducting Election (Autoridad Administrando la Elección) City of Jersey Village		
	Date of Election (Fecha de la Elección) May 1, 2021	Type of Election (Tipo de Elección) General & Special Elections		
Name of candidate (or "For" and "Against") (Nombre del candidato) (o "A favor de" y "En contra de")	Office Sought or Proposition (Puesto oficial solicitado o Proposición)	No. of votes received (Núm. de votos recibidos)		
		Early Voting	Election Day	Totals
Bobby Warren	Mayor	611	315	926
Merrilee Rosene Beazley	Mayor	171	149	320
Dell Humbert	Councilmember Place 2	126	86	212
Kamal Khan	Councilmember Place 2	187	157	344
Sheri Sheppard	Councilmember Place 2	469	193	662
Michelle Mitcham	Councilmember Place 3	471	218	689
Ashley Brown	Councilmember Place 3	331	245	576
Charter Amendment	Proposition A - YES	588	310	898
Charter Amendment	Proposition A - NO	204	158	362
Charter Amendment	Proposition B - YES	559	263	822
Charter Amendment	Proposition B - NO	239	202	441
Charter Amendment	Proposition C - YES	655	341	996
Charter Amendment	Proposition C - NO	137	123	260
Charter Amendment	Proposition D - YES	499	232	731
Charter Amendment	Proposition D - NO	293	230	523
FCPEMSD	Proposition A - YES	512	213	725
FCPEMSD	Proposition A - NO	264	244	508
FCPEMSD	Proposition B - YES	539	233	772
FCPEMSD	Proposition B - NO	237	217	454
CCPD	Proposition A - YES	628	289	917
CCPD	Proposition A - NO	158	165	323

Total number of voters who voted as indicated by poll list.  
 (Numero total de votantes que votaron según la lista de votantes.)

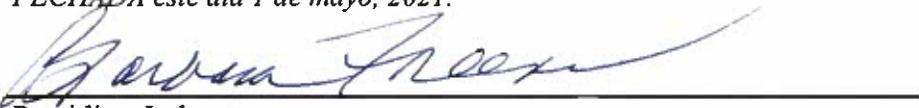
1288

I, the undersigned, the presiding judge for the above described election held at the above designated election precinct, do hereby certify that the above return is a true and correct return for said election.

(Yo, el abajo firmado juez presidente de la elección señalada arriba que se llevó a cabo en el precinto electoral designado arriba, por lo presente certifico que los datos de arriba son los resultados verdaderos y correctos de dicha elección.)

DATED this the 1st day of May, 2021.

FECHADA este día 1 de mayo, 2021.



Presiding Judge

Juez Presidente



# CITY OF JERSEY VILLAGE, TEXAS

16501 Jersey Drive, Jersey Village, TX 77040

713-466-2102 (office) 713-466-2177 (fax)

## SUMMARY OF RETURNS

I, the undersigned, the presiding officer of the canvassing authority for the General and Special Elections, held on the 1st day of May, 2021, Jersey Village, Texas, do hereby certify that the following is a total of all votes received by each candidate and each proposition as shown by the precinct returns, with a total of **1288** votes polled.

<i>Name of Candidate</i>	<i>Early</i>	<i>Election Day</i>	<i>Total</i>
<b>Mayor</b>			
Bobby Warren	611	315	926
Merrilee Beazley	171	149	320
<b>Councilmember Place No. 2</b>			
Dell Humbert	126	86	212
Kamal Khan	187	157	344
Sheri Sheppard	469	193	662
<b>Councilmember Place No. 3</b>			
Michelle Mitcham	471	218	689
Ashley Brown	331	245	576
<b>Charter Amendment – Proposition A</b>			
Yes	588	310	898
No	204	158	362
<b>Charter Amendment – Proposition B</b>			
Yes	559	263	822
No	239	202	441
<b>Charter Amendment – Proposition C</b>			
Yes	655	341	996
No	137	123	260
<b>Charter Amendment – Proposition D</b>			
Yes	499	232	731
No	293	230	523

DATED, this 10th day of May, 2021

\_\_\_\_\_  
Andrew Mitcham, Mayor City of Jersey Village



**Mayor’s Script for Election Matters**  
**Items 1, 2, 3, and 4 of City Council Meeting**

1. Call Election Item #1 to canvass the votes for the General and Special Elections held on May 1, 2021.
2. Open envelope and instruct Council to do the same
3. Read the ALL THE TOTALS from the Precinct Report aloud as follows:

<i>Name of Candidate</i>	<i>Early</i>	<i>Election Day</i>	<i>Total</i>
<b>Mayor</b>			
Bobby Warren	<b>611</b>	<b>315</b>	<b>926</b>
Merrilee Beazley	<b>171</b>	<b>149</b>	<b>320</b>
<b>Councilmember Place No. 2</b>			
Dell Humbert	<b>126</b>	<b>86</b>	<b>212</b>
Kamal Khan	<b>187</b>	<b>157</b>	<b>344</b>
Sheri Sheppard	<b>469</b>	<b>193</b>	<b>662</b>
<b>Councilmember Place No. 3</b>			
Michelle Mitcham	<b>471</b>	<b>218</b>	<b>689</b>
Ashley Brown	<b>331</b>	<b>245</b>	<b>576</b>
<b>Charter Amendment – Proposition A</b>			
Yes	<b>588</b>	<b>310</b>	<b>898</b>
No	<b>204</b>	<b>158</b>	<b>362</b>
<b>Charter Amendment – Proposition B</b>			
Yes	<b>559</b>	<b>263</b>	<b>822</b>
No	<b>239</b>	<b>202</b>	<b>441</b>
<b>Charter Amendment – Proposition C</b>			
Yes	<b>655</b>	<b>341</b>	<b>996</b>
No	<b>137</b>	<b>123</b>	<b>260</b>
<b>Charter Amendment – Proposition D</b>			
Yes	<b>499</b>	<b>232</b>	<b>731</b>
No	<b>293</b>	<b>230</b>	<b>523</b>

4. Upon completing the reading, and once members have completed their review of the canvass state the following:

The official canvass of the returns of the general and special elections held on May 1, 2021 reflects that the following persons were duly elected to the respective positions:

**Mayor**

Bobby Warren

**Council Member, Place 2**

Sheri Sheppard

**Council Member, Place 3**

Michelle Mitcham

**Proposition A**

Was approved by a majority of the qualified Voters

**Proposition B**

Was approved by a majority of the qualified Voters

**Proposition C**

Was approved by a majority of the qualified Voters

**Proposition D**

Was approved by a majority of the qualified Voters

5. Call for a motion to approve Ordinance No. 2021-21 canvassing the returns and declaring the results of the General and Special Municipal Elections held May 1, 2021 official.

6. After the Ordinance is passed, state the following:

This concludes the canvass of the General and Special Elections held on May 01, 2021 for the City Jersey Village with a total of **1288** voters.

7. State that the next two items on the agenda (Items 2 and 3) will be taken together.
8. Ask the elected Councilmembers to meet in front of the council dais to receive election certificates and take their oaths, which will be given by the City Secretary.
9. Council Members will be sworn in together.
10. Oaths will be signed.
11. Call the next item on the agenda – Awards
12. Recess

**CITY COUNCIL  
CITY OF JERSEY VILLAGE, TEXAS  
AGENDA REQUEST DISCUSSION FORM**

**AGENDA DATE:** May 10, 2021

**AGENDA ITEM:** C2

**AGENDA SUBJECT:** Certificates of Election

**Department/**

**Prepared By:** Lorri Coody

**Date Submitted:** May 3, 2021

**EXHIBITS:**

<b>BUDGETARY IMPACT:</b>	Required Expenditure:	\$	0,000.00
	Amount Budgeted:	\$	0,000.00
	Appropriation Required:	\$	0,000.00

**CITY MANAGER APPROVAL:**

**BACKGROUND INFORMATION:**

Section 67.016 of the Election Code outlines the process for preparation and distribution of the Certificate of Election. After the canvass is complete, the presiding officer of the local canvassing authority shall prepare a certificate of election for each candidate who is elected.

A certificate of election must contain:

- (1) The candidate's name;
- (2) The office to which the candidate is elected;
- (3) A statement of election to an unexpired term, if applicable;
- (4) The date of the election;
- (5) The signature of the officer preparing the certificate; and
- (6) Any seal used by the officer preparing the certificate to authenticate documents that the officer executes or certifies.

The authority preparing a certificate of election shall promptly deliver it to the person for whom it is prepared.

**RECOMMENDED ACTION:**

Deliver Certificates of Election to newly elected officials.

**D. CITIZENS' COMMENTS**

Citizens who have signed a card and wish to speak to the City Council will be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the comment is on the agenda, the City staff and City Council Members are prevented from discussing the subject and may respond only with statements of factual information or existing policy. Citizens are limited to five (5) minutes for their comments to the City Council.



Jersey Village, TX

# Fund Balance Report

As Of 04/30/2021

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
01 - GENERAL FUND	695,243.29	11,407,663.01	6,814,005.38	5,288,900.92
02 - UTILITY FUND	11,944,331.84	2,170,949.78	1,446,720.34	12,668,561.28
03 - DEBT SERVICE FUND	328,686.95	1,434,517.16	1,391,475.00	371,729.11
04 - IMPACT FEE FUND	431,432.96	59,926.10	0.00	491,359.06
05 - MOTEL TAX FUND	87,923.49	30,845.55	10,700.00	108,069.04
06 - ASSET FORFEITURE FUND	18,237.45	8.81	6,519.00	11,727.26
07 - CAPITAL REPLACEMENT	8,531,787.08	1,812.90	876,383.83	7,657,216.15
10 - CAPITAL IMPROVEMENTS FUND	9,844,049.34	2,937.49	860,052.91	8,986,933.92
11 - GOLF COURSE FUND	-4,584,626.75	1,237,684.79	971,097.30	-4,318,039.26
12 - COURT RESTRICTED FEE FUND	63,859.34	0.00	8,948.94	54,910.40
13 - CDBG - GRANT	-8,349.58	37,500.00	64,248.03	-35,097.61
50 - JV CRIME CONTROL	4,419,076.00	1,110,916.09	0.00	5,529,992.09
<b>Report Total:</b>	<b>31,771,651.41</b>	<b>17,494,761.68</b>	<b>12,450,150.73</b>	<b>36,816,262.36</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021



Jersey Village, TX

# Income Statement Account Summary

For Fiscal: 2020-2021 Period Ending: 04/30/2021

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 02 - UTILITY FUND</b>					
<b>Department: 40 - 40</b>					
<b>Category: 85 - FEE &amp; CHARGES FOR SERVICE</b>					
<a href="#">02-40-8541</a> WATER SERVICE	3,090,000.00	3,090,000.00	229,866.87	1,577,425.20	1,512,574.80
<a href="#">02-40-8542</a> SEWER SERVICE	1,545,000.00	1,545,000.00	137,082.84	929,930.22	615,069.78
<b>Category: 85 - FEE &amp; CHARGES FOR SERVICE Total:</b>	<b>4,635,000.00</b>	<b>4,635,000.00</b>	<b>366,949.71</b>	<b>2,507,355.42</b>	<b>2,127,644.58</b>
<b>Category: 96 - INTEREST EARNED</b>					
<a href="#">02-40-9601</a> INTEREST EARNED	10,000.00	10,000.00	53.86	1,433.28	8,566.72
<a href="#">02-40-9602</a> INTEREST EARNED	0.00	0.00	0.00	160.72	-160.72
<b>Category: 96 - INTEREST EARNED Total:</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>53.86</b>	<b>1,594.00</b>	<b>8,406.00</b>
<b>Category: 98 - MISCELLANEOUS REVENUE</b>					
<a href="#">02-40-9802</a> SALE OF ASSETS	67,500.00	67,500.00	0.00	22,910.00	44,590.00
<a href="#">02-40-9840</a> PENALTIES & ADJUSTMENTS	30,000.00	30,000.00	0.00	0.00	30,000.00
<a href="#">02-40-9899</a> MISCELLANEOUS	30,000.00	30,000.00	1,045.78	6,983.75	23,016.25
<b>Category: 98 - MISCELLANEOUS REVENUE Total:</b>	<b>127,500.00</b>	<b>127,500.00</b>	<b>1,045.78</b>	<b>29,893.75</b>	<b>97,606.25</b>
<b>Department: 40 - 40 Total:</b>	<b>4,772,500.00</b>	<b>4,772,500.00</b>	<b>368,049.35</b>	<b>2,538,843.17</b>	<b>2,233,656.83</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
<b>Department: 45 - WATER &amp; SEWER</b>						
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS</b>						
<a href="#">02-45-3001</a>	SALARIES	241,054.46	241,054.46	26,530.66	114,556.90	126,497.56
<a href="#">02-45-3003</a>	LONGEVITY	288.08	288.08	49.83	208.10	79.98
<a href="#">02-45-3007</a>	OVERTIME	30,000.00	30,000.00	4,326.23	31,179.42	-1,179.42
<a href="#">02-45-3010</a>	INCENTIVES	1,139.84	1,139.84	83.07	409.54	730.30
<a href="#">02-45-3051</a>	FICA/MEDICARE TAXES	19,425.82	19,425.82	2,252.96	10,631.71	8,794.11
<a href="#">02-45-3052</a>	WORKMEN'S COMPENSATION	5,183.00	5,183.00	341.86	3,886.38	1,296.62
<a href="#">02-45-3053</a>	EMPLOYMENT TAXES	864.00	864.00	3.50	1,145.41	-281.41
<a href="#">02-45-3054</a>	RETIREMENT	38,256.52	38,256.52	4,329.27	20,575.24	17,681.28
<a href="#">02-45-3055</a>	HEALTH INSURANCE	88,890.36	88,890.36	7,893.99	36,194.80	52,695.56
<a href="#">02-45-3056</a>	LIFE INS	352.30	352.30	0.00	193.05	159.25
<a href="#">02-45-3057</a>	DENTAL	5,092.10	5,092.10	505.80	2,372.00	2,720.10
<a href="#">02-45-3058</a>	LONG-TERM DISABILITY	1,012.44	1,012.44	111.44	998.77	13.67
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS Total:</b>		<b>431,558.92</b>	<b>431,558.92</b>	<b>46,428.61</b>	<b>222,351.32</b>	<b>209,207.60</b>
<b>Category: 35 - SUPPLIES</b>						
<a href="#">02-45-3502</a>	POSTAGE/FREIGHT/DEL. FEE	11,000.00	11,000.00	1,126.80	10,614.63	385.37
<a href="#">02-45-3503</a>	OFFICE SUPPLIES	2,000.00	2,000.00	175.00	1,518.21	481.79
<a href="#">02-45-3504</a>	WEARING APPAREL	2,000.00	2,000.00	0.00	2,004.35	-4.35
<a href="#">02-45-3506</a>	CHEMICALS	20,000.00	20,000.00	1,505.14	16,165.28	3,834.72
<a href="#">02-45-3510</a>	BOOKS & PERIODICALS	600.00	600.00	0.00	0.00	600.00
<a href="#">02-45-3523</a>	TOOLS/EQUIPMENT	4,000.00	4,000.00	0.00	168.36	3,831.64
<a href="#">02-45-3534</a>	PARTS AND MATERIALS	1,200.00	1,200.00	0.00	2,794.35	-1,594.35
<a href="#">02-45-3535</a>	SHOP SUPPLIES	1,400.00	1,400.00	0.00	989.76	410.24
<b>Category: 35 - SUPPLIES Total:</b>		<b>42,200.00</b>	<b>42,200.00</b>	<b>2,806.94</b>	<b>34,254.94</b>	<b>7,945.06</b>
<b>Category: 40 - MAINTENANCE--BLDGS, STRUC</b>						
<a href="#">02-45-4001</a>	BUILDINGS AND GROUNDS	3,000.00	3,000.00	0.00	0.00	3,000.00
<a href="#">02-45-4041</a>	WATER SYSTEM MAINTENANCE	30,000.00	30,000.00	36,104.50	104,404.57	-74,404.57
<a href="#">02-45-4042</a>	SEWER SYSTEM MAINTENANCE	12,500.00	12,500.00	8,793.60	53,132.09	-40,632.09
<a href="#">02-45-4043</a>	WATER PLANTS MAINTENANCE	18,000.00	18,000.00	4,108.72	38,764.43	-20,764.43
<a href="#">02-45-4044</a>	LIFT STATIONS MAINTENANCE	36,000.00	36,000.00	2,770.98	15,081.20	20,918.80
<a href="#">02-45-4045</a>	SEWER PLANT MAINTENANCE	45,000.00	45,000.00	2,605.00	32,942.29	12,057.71
<b>Category: 40 - MAINTENANCE--BLDGS, STRUC Total:</b>		<b>144,500.00</b>	<b>144,500.00</b>	<b>54,382.80</b>	<b>244,324.58</b>	<b>-99,824.58</b>
<b>Category: 45 - MAINTENANCE</b>						
<a href="#">02-45-4504</a>	COMPUTER SOFTWARE	7,400.00	7,400.00	142.00	5,653.01	1,746.99
<b>Category: 45 - MAINTENANCE Total:</b>		<b>7,400.00</b>	<b>7,400.00</b>	<b>142.00</b>	<b>5,653.01</b>	<b>1,746.99</b>
<b>Category: 50 - SERVICES</b>						
<a href="#">02-45-5012</a>	PRINTING	1,800.00	1,800.00	84.00	417.65	1,382.35
<a href="#">02-45-5015</a>	LAB TESTS	25,000.00	25,000.00	3,849.45	15,554.37	9,445.63
<a href="#">02-45-5017</a>	UTILITIES	140,000.00	140,000.00	10,247.56	74,765.85	65,234.15
<a href="#">02-45-5019</a>	W.O.B. DISPOSAL-O&M CONTR	350,000.00	350,000.00	18,025.94	170,528.45	179,471.55
<a href="#">02-45-5020</a>	COMMUNICATIONS	7,000.00	7,000.00	0.00	1,332.93	5,667.07
<a href="#">02-45-5022</a>	RENTAL OF EQUIPMENT	1,460.00	1,460.00	0.00	0.00	1,460.00
<a href="#">02-45-5025</a>	PUBLIC NOTICES	800.00	800.00	0.00	0.00	800.00
<a href="#">02-45-5027</a>	MEMBERSHIPS	1,000.00	1,000.00	0.00	40.00	960.00
<a href="#">02-45-5029</a>	TRAVEL/TRAINING	13,000.00	13,000.00	0.00	2,197.82	10,802.18
<b>Category: 50 - SERVICES Total:</b>		<b>540,060.00</b>	<b>540,060.00</b>	<b>32,206.95</b>	<b>264,837.07</b>	<b>275,222.93</b>
<b>Category: 54 - SUNDRY</b>						
<a href="#">02-45-5405</a>	PERMITS, FEES, CREDIT CD FEES	30,000.00	30,000.00	4,731.21	38,761.72	-8,761.72
<a href="#">02-45-5411</a>	WATER-PURCHASED	1,678,900.00	1,678,900.00	0.00	543,118.77	1,135,781.23
<a href="#">02-45-5412</a>	WATER AUTHORITY FEES	40,000.00	40,000.00	19,469.25	68,089.25	-28,089.25
<b>Category: 54 - SUNDRY Total:</b>		<b>1,748,900.00</b>	<b>1,748,900.00</b>	<b>24,200.46</b>	<b>649,969.74</b>	<b>1,098,930.26</b>
<b>Category: 55 - PROFESSIONAL SERVICES</b>						
<a href="#">02-45-5501</a>	AUDITS/CONTRACTS/STUDIES	10,000.00	10,000.00	0.00	0.00	10,000.00
<a href="#">02-45-5510</a>	ENGINEERING SERVICES	150,000.00	150,000.00	0.00	235.00	149,765.00
<a href="#">02-45-5515</a>	CONSULTANT SERVICES	50,000.00	50,000.00	0.00	0.00	50,000.00
<b>Category: 55 - PROFESSIONAL SERVICES Total:</b>		<b>210,000.00</b>	<b>210,000.00</b>	<b>0.00</b>	<b>235.00</b>	<b>209,765.00</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Category: 60 - OTHER SERVICES</b>						
<a href="#">02-45-6001</a>	INSURANCE-VEHICLES	11,500.00	11,500.00	0.00	13,183.94	-1,683.94
<a href="#">02-45-6003</a>	LIABILITY-FIRE & CASUALTY	10,000.00	10,000.00	0.00	7,910.74	2,089.26
	<b>Category: 60 - OTHER SERVICES Total:</b>	<b>21,500.00</b>	<b>21,500.00</b>	<b>0.00</b>	<b>21,094.68</b>	<b>405.32</b>
<b>Category: 97 - INTERFUND ACTIVITY</b>						
<a href="#">02-45-9751</a>	TRANSFER TO GENERAL FUND	590,000.00	590,000.00	0.00	0.00	590,000.00
<a href="#">02-45-9753</a>	TRANSFER TO DEBT SERVICE FUND	88,418.00	88,418.00	0.00	0.00	88,418.00
<a href="#">02-45-9772</a>	TECHNOLOGY USER FEE	875.00	875.00	0.00	0.00	875.00
<a href="#">02-45-9781</a>	EQUIPMENT PURCHASE CONTRIBUTIO	83,120.00	83,120.00	0.00	0.00	83,120.00
<a href="#">02-45-9791</a>	EQUIPMENT USER FEE	37,000.00	37,000.00	0.00	0.00	37,000.00
	<b>Category: 97 - INTERFUND ACTIVITY Total:</b>	<b>799,413.00</b>	<b>799,413.00</b>	<b>0.00</b>	<b>0.00</b>	<b>799,413.00</b>
	<b>Department: 45 - WATER &amp; SEWER Total:</b>	<b>3,945,531.92</b>	<b>3,945,531.92</b>	<b>160,167.76</b>	<b>1,442,720.34</b>	<b>2,502,811.58</b>

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	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
<b>Department: 46 - UTILITY CAPITAL PROJECT</b>						
<b>Category: 70 - CAPITAL IMPROVEMENTS</b>						
<a href="#">02-46-7060</a>	WEST WATER PLANT - POWER PANEL RETROF...	200,000.00	200,000.00	0.00	0.00	200,000.00
<a href="#">02-46-7080</a>	AUTOCNTRL-SCADA	50,000.00	50,000.00	0.00	0.00	50,000.00
<a href="#">02-46-7091</a>	WHITEOAK BAYOU REHABILITATION	650,000.00	650,000.00	0.00	0.00	650,000.00
<a href="#">02-46-7111</a>	SEATTLE - WELL REPAIR	50,000.00	50,000.00	0.00	4,000.00	46,000.00
<a href="#">02-46-7129</a>	CONGO ELEVATED STORAGE TANK - REHAB	500,000.00	500,000.00	0.00	0.00	500,000.00
<b>Category: 70 - CAPITAL IMPROVEMENTS Total:</b>		<b>1,450,000.00</b>	<b>1,450,000.00</b>	<b>0.00</b>	<b>4,000.00</b>	<b>1,446,000.00</b>
<b>Department: 46 - UTILITY CAPITAL PROJECT Total:</b>		<b>1,450,000.00</b>	<b>1,450,000.00</b>	<b>0.00</b>	<b>4,000.00</b>	<b>1,446,000.00</b>
<b>Fund: 02 - UTILITY FUND Surplus (Deficit):</b>		<b>-623,031.92</b>	<b>-623,031.92</b>	<b>207,881.59</b>	<b>1,092,122.83</b>	

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	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 04 - IMPACT FEE FUND</b>					
<b>Department: 43 - 43</b>					
<b>Category: 85 - FEE &amp; CHARGES FOR SERVICE</b>					
<a href="#">04-43-8547</a> WATER DISTRIBUTION	50,000.00	50,000.00	9,904.00	49,518.52	481.48
<a href="#">04-43-8548</a> SEWER PLANT CAPACITY	25,000.00	25,000.00	5,492.00	9,986.00	15,014.00
<b>Category: 85 - FEE &amp; CHARGES FOR SERVICE Total:</b>	<b>75,000.00</b>	<b>75,000.00</b>	<b>15,396.00</b>	<b>59,504.52</b>	<b>15,495.48</b>
<b>Category: 96 - INTEREST EARNED</b>					
<a href="#">04-43-9601</a> INTEREST EARNED	3,000.00	3,000.00	11.10	421.58	2,578.42
<b>Category: 96 - INTEREST EARNED Total:</b>	<b>3,000.00</b>	<b>3,000.00</b>	<b>11.10</b>	<b>421.58</b>	<b>2,578.42</b>
<b>Department: 43 - 43 Total:</b>	<b>78,000.00</b>	<b>78,000.00</b>	<b>15,407.10</b>	<b>59,926.10</b>	<b>18,073.90</b>
<b>Fund: 04 - IMPACT FEE FUND Total:</b>	<b>78,000.00</b>	<b>78,000.00</b>	<b>15,407.10</b>	<b>59,926.10</b>	

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 11 - GOLF COURSE FUND</b>						
<b>Department: 80 - 80</b>						
<b>Category: 85 - FEE &amp; CHARGES FOR SERVICE</b>						
<a href="#">11-80-8551</a>	GREEN FEES	1,100,000.00	1,100,000.00	120,831.83	789,284.38	310,715.62
<a href="#">11-80-8553</a>	RANGE FEES/CLUB RENTALS	108,000.00	108,000.00	19,989.84	110,863.25	-2,863.25
<a href="#">11-80-8554</a>	CLUB RENTALS	5,800.00	5,800.00	680.00	3,093.00	2,707.00
<a href="#">11-80-8555</a>	TOURNAMENT GREENS FEES	110,000.00	110,000.00	18,269.46	86,818.01	23,181.99
<a href="#">11-80-8560</a>	MISCELLANEOUS FEES	19,000.00	19,000.00	1,762.50	21,212.25	-2,212.25
<a href="#">11-80-8567</a>	MERCHANDISE	140,000.00	140,000.00	20,222.34	115,973.91	24,026.09
<a href="#">11-80-8568</a>	SPECIAL ORDER MERCHANDISE	40,000.00	40,000.00	5,866.33	23,654.58	16,345.42
<a href="#">11-80-8572</a>	CONCESSION FEES	45,000.00	45,000.00	4,726.81	32,461.75	12,538.25
<a href="#">11-80-8575</a>	MEMBERSHIPS	42,000.00	42,000.00	3,159.33	28,300.59	13,699.41
<a href="#">11-80-8579</a>	CASH OVER/UNDER	0.00	0.00	46.21	219.04	-219.04
<b>Category: 85 - FEE &amp; CHARGES FOR SERVICE Total:</b>		<b>1,609,800.00</b>	<b>1,609,800.00</b>	<b>195,554.65</b>	<b>1,211,880.76</b>	<b>397,919.24</b>
<b>Category: 96 - INTEREST EARNED</b>						
<a href="#">11-80-9601</a>	INTEREST EARNED	1,000.00	1,000.00	3.88	43.78	956.22
<b>Category: 96 - INTEREST EARNED Total:</b>		<b>1,000.00</b>	<b>1,000.00</b>	<b>3.88</b>	<b>43.78</b>	<b>956.22</b>
<b>Category: 97 - INTERFUND ACTIVITY</b>						
<a href="#">11-80-9751</a>	TRANSFER FROM GENERAL FUND	345,891.14	345,891.14	0.00	0.00	345,891.14
<b>Category: 97 - INTERFUND ACTIVITY Total:</b>		<b>345,891.14</b>	<b>345,891.14</b>	<b>0.00</b>	<b>0.00</b>	<b>345,891.14</b>
<b>Category: 98 - MISCELLANEOUS REVENUE</b>						
<a href="#">11-80-9802</a>	SALES OF FIXED ASSETS	25,000.00	25,000.00	25,760.25	25,760.25	-760.25
<b>Category: 98 - MISCELLANEOUS REVENUE Total:</b>		<b>25,000.00</b>	<b>25,000.00</b>	<b>25,760.25</b>	<b>25,760.25</b>	<b>-760.25</b>
<b>Department: 80 - 80 Total:</b>		<b>1,981,691.14</b>	<b>1,981,691.14</b>	<b>221,318.78</b>	<b>1,237,684.79</b>	<b>744,006.35</b>

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 81 - CLUB HOUSE</b>						
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS</b>						
<a href="#">11-81-3001</a>	SALARIES AND WAGES	248,340.39	248,340.39	28,114.91	138,024.55	110,315.84
<a href="#">11-81-3002</a>	WAGES	114,940.00	114,940.00	20,709.00	79,654.36	35,285.64
<a href="#">11-81-3003</a>	LONGEVITY	911.82	911.82	132.93	610.35	301.47
<a href="#">11-81-3007</a>	OVERTIME	1,000.00	1,000.00	954.15	2,173.21	-1,173.21
<a href="#">11-81-3051</a>	FICA/MEDICARE TAXES	27,137.68	27,137.68	3,750.79	16,547.01	10,590.67
<a href="#">11-81-3052</a>	WORKMAN'S COMP	5,913.00	5,913.00	390.00	4,433.75	1,479.25
<a href="#">11-81-3053</a>	UNEMPLOYMENT TAXES	880.00	880.00	367.16	3,235.56	-2,355.56
<a href="#">11-81-3054</a>	RETIREMENT	35,135.42	35,135.42	4,078.75	19,814.32	15,321.10
<a href="#">11-81-3055</a>	INSURANCE	56,976.14	56,976.14	5,084.40	24,608.97	32,367.17
<a href="#">11-81-3056</a>	LIFE INS	352.30	352.30	0.00	204.75	147.55
<a href="#">11-81-3057</a>	DENTAL INSURANCE	3,675.10	3,675.10	342.30	1,687.54	1,987.56
<a href="#">11-81-3058</a>	LONG-TERM DISABILITY	1,043.03	1,043.03	118.07	1,197.65	-154.62
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS Total:</b>		<b>496,304.88</b>	<b>496,304.88</b>	<b>64,042.46</b>	<b>292,192.02</b>	<b>204,112.86</b>
<b>Category: 34 - COST OF SALES</b>						
<a href="#">11-81-3401</a>	MERCHANDISE	120,000.00	120,000.00	26,642.09	89,508.34	30,491.66
<a href="#">11-81-3415</a>	RANGE BALLS	8,000.00	8,000.00	0.00	7,407.90	592.10
<a href="#">11-81-3416</a>	RENTAL CLUBS	2,000.00	2,000.00	0.00	0.00	2,000.00
<a href="#">11-81-3419</a>	SPECIAL ORDER MERCHANDISE	25,000.00	25,000.00	2,501.19	16,556.16	8,443.84
<b>Category: 34 - COST OF SALES Total:</b>		<b>155,000.00</b>	<b>155,000.00</b>	<b>29,143.28</b>	<b>113,472.40</b>	<b>41,527.60</b>
<b>Category: 35 - SUPPLIES</b>						
<a href="#">11-81-3502</a>	POSTAGE/FREIGHT/DEL.FEE	400.00	400.00	0.00	88.85	311.15
<a href="#">11-81-3503</a>	OFFICE SUPPLIES	6,000.00	6,000.00	0.00	2,558.72	3,441.28
<a href="#">11-81-3504</a>	WEARING APPAREL	2,000.00	2,000.00	53.51	296.68	1,703.32
<a href="#">11-81-3510</a>	BOOKS & PERIODICALS	500.00	500.00	0.00	0.00	500.00
<a href="#">11-81-3523</a>	TOOLS/EQUIPMENT	1,000.00	1,000.00	0.00	538.96	461.04
<a href="#">11-81-3529</a>	REPAIR PARTS	250.00	250.00	0.00	0.00	250.00
<a href="#">11-81-3605</a>	MISCELLANEOUS SERVICE FEES	7,000.00	7,000.00	0.00	4,635.00	2,365.00
<b>Category: 35 - SUPPLIES Total:</b>		<b>17,150.00</b>	<b>17,150.00</b>	<b>53.51</b>	<b>8,118.21</b>	<b>9,031.79</b>
<b>Category: 45 - MAINTENANCE</b>						
<a href="#">11-81-4501</a>	FURN, FIXTURE/EPT MAINTENANCE	750.00	750.00	0.00	471.32	278.68
<a href="#">11-81-4504</a>	COMPUTER SOFTWARE	750.00	750.00	0.00	0.00	750.00
<a href="#">11-81-4506</a>	CART MAINTENANCE	1,000.00	1,000.00	0.00	987.44	12.56
<a href="#">11-81-4520</a>	EQUIPMENT MAINTENANCE/OUTSOURC	750.00	750.00	0.00	0.00	750.00
<a href="#">11-81-4599</a>	MISCELLANEOUS EQUIPMENT	1,200.00	1,200.00	0.00	0.00	1,200.00
<b>Category: 45 - MAINTENANCE Total:</b>		<b>4,450.00</b>	<b>4,450.00</b>	<b>0.00</b>	<b>1,458.76</b>	<b>2,991.24</b>
<b>Category: 50 - SERVICES</b>						
<a href="#">11-81-5012</a>	PRINTING	3,500.00	3,500.00	0.00	871.10	2,628.90
<a href="#">11-81-5020</a>	COMMUNICATIONS	6,500.00	6,500.00	0.00	2,454.99	4,045.01
<a href="#">11-81-5023</a>	LEASE EQUIPMENT	1,600.00	1,600.00	0.00	12.30	1,587.70
<a href="#">11-81-5027</a>	MEMBERSHIPS/SUBSCRIPTIONS	1,000.00	1,000.00	0.00	419.00	581.00
<a href="#">11-81-5029</a>	TRAVEL/TRAINING	2,000.00	2,000.00	0.00	470.00	1,530.00
<a href="#">11-81-5043</a>	ADVERTISING/PROMOTION	27,000.00	27,000.00	3,900.00	14,466.56	12,533.44
<b>Category: 50 - SERVICES Total:</b>		<b>41,600.00</b>	<b>41,600.00</b>	<b>3,900.00</b>	<b>18,693.95</b>	<b>22,906.05</b>
<b>Category: 54 - SUNDRY</b>						
<a href="#">11-81-5405</a>	CREDIT CARD CHARGES	40,000.00	40,000.00	7,766.05	48,418.53	-8,418.53
<a href="#">11-81-5410</a>	SECURITY	2,600.00	2,600.00	0.00	793.86	1,806.14
<a href="#">11-81-5413</a>	TOURNAMENT FEES EXPENSE	1,800.00	1,800.00	0.00	0.00	1,800.00
<a href="#">11-81-5421</a>	EQUIPMENT LEASE DEBT	3,000.00	3,000.00	0.00	675.00	2,325.00
<a href="#">11-81-5498</a>	MISCELLANEOUS EXPENSE	4,000.00	4,000.00	0.00	3,023.37	976.63
<b>Category: 54 - SUNDRY Total:</b>		<b>51,400.00</b>	<b>51,400.00</b>	<b>7,766.05</b>	<b>52,910.76</b>	<b>-1,510.76</b>
<b>Category: 55 - PROFESSIONAL SERVICES</b>						
<a href="#">11-81-5515</a>	CONSULTANT FEES	3,500.00	3,500.00	0.00	0.00	3,500.00
<b>Category: 55 - PROFESSIONAL SERVICES Total:</b>		<b>3,500.00</b>	<b>3,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,500.00</b>

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<b>Category: 60 - OTHER SERVICES</b>					
<a href="#">11-81-6003</a> LIABILITY-FIRE & CASUALTY INSR	20,000.00	20,000.00	0.00	19,337.38	662.62
<b>Category: 60 - OTHER SERVICES Total:</b>	<b>20,000.00</b>	<b>20,000.00</b>	<b>0.00</b>	<b>19,337.38</b>	<b>662.62</b>
<b>Category: 97 - INTERFUND ACTIVITY</b>					
<a href="#">11-81-9772</a> TECHNOLOGY USER FEE	4,000.00	4,000.00	0.00	0.00	4,000.00
<a href="#">11-81-9791</a> EQUIP USER FEE	67,025.00	67,025.00	0.00	0.00	67,025.00
<b>Category: 97 - INTERFUND ACTIVITY Total:</b>	<b>71,025.00</b>	<b>71,025.00</b>	<b>0.00</b>	<b>0.00</b>	<b>71,025.00</b>
<b>Department: 81 - CLUB HOUSE Total:</b>	<b>860,429.88</b>	<b>860,429.88</b>	<b>104,905.30</b>	<b>506,183.48</b>	<b>354,246.40</b>

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<b>Department: 82 - COURSE MAINTENANCE</b>						
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS</b>						
<a href="#">11-82-3001</a>	SALARIES AND	334,375.41	334,375.41	33,326.41	169,251.52	165,123.89
<a href="#">11-82-3002</a>	WAGES	29,450.00	29,450.00	1,920.00	5,775.66	23,674.34
<a href="#">11-82-3003</a>	LONGEVITY	3,024.32	3,024.32	332.28	1,620.53	1,403.79
<a href="#">11-82-3007</a>	OVERTIME	5,000.00	5,000.00	263.70	1,079.74	3,920.26
<a href="#">11-82-3051</a>	FICA/MEDICARE TAXES	26,541.61	26,541.61	2,546.42	12,585.45	13,956.16
<a href="#">11-82-3052</a>	WORKMAN'S COMP	6,947.00	6,947.00	458.20	5,209.08	1,737.92
<a href="#">11-82-3053</a>	UNEMPLOYMENT TAXES	1,376.00	1,376.00	115.35	1,357.47	18.53
<a href="#">11-82-3054</a>	RETIREMENT	48,072.92	48,072.92	4,738.96	24,212.18	23,860.74
<a href="#">11-82-3055</a>	INSURANCE	110,608.16	110,608.16	12,762.48	61,672.47	48,935.69
<a href="#">11-82-3056</a>	LIFE INS	563.68	563.68	0.00	310.05	253.63
<a href="#">11-82-3057</a>	DENTAL	6,703.84	6,703.84	773.52	3,813.45	2,890.39
<a href="#">11-82-3058</a>	LONG-TERM DISABILITY	1,404.37	1,404.37	139.99	1,521.48	-117.11
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS Total:</b>		<b>574,067.31</b>	<b>574,067.31</b>	<b>57,377.31</b>	<b>288,409.08</b>	<b>285,658.23</b>
<b>Category: 35 - SUPPLIES</b>						
<a href="#">11-82-3503</a>	OFFICE SUPPLIES	500.00	500.00	0.00	0.00	500.00
<a href="#">11-82-3504</a>	WEARING APPAREL	2,700.00	2,700.00	0.00	-141.59	2,841.59
<a href="#">11-82-3506</a>	CHEMICALS	6,000.00	6,000.00	0.00	0.00	6,000.00
<a href="#">11-82-3514</a>	FUEL & OIL	17,000.00	17,000.00	2,139.48	5,925.29	11,074.71
<a href="#">11-82-3520</a>	FOOD/WATER	750.00	750.00	0.00	0.00	750.00
<a href="#">11-82-3523</a>	TOOLS/EQUIPMENT	4,500.00	4,500.00	0.00	3,535.07	964.93
<a href="#">11-82-3526</a>	MINOR EQUIPMENT	3,500.00	3,500.00	0.00	1,182.98	2,317.02
<a href="#">11-82-3527</a>	AGGREGATES	5,000.00	5,000.00	777.60	4,241.91	758.09
<a href="#">11-82-3529</a>	REPAIR PARTS	0.00	0.00	0.00	250.00	-250.00
<a href="#">11-82-3530</a>	PESTICIDES	10,000.00	10,000.00	0.00	13,845.84	-3,845.84
<a href="#">11-82-3533</a>	FERTILIZERS	28,000.00	28,000.00	9,656.00	14,030.30	13,969.70
<a href="#">11-82-3535</a>	GROUND/SHOP SUPPLIES	5,000.00	5,000.00	0.00	1,630.70	3,369.30
<a href="#">11-82-3536</a>	LANDSCAPING MATERIALS	5,000.00	5,000.00	473.85	14,646.78	-9,646.78
<a href="#">11-82-3538</a>	COURSE SUPPLIES	5,000.00	5,000.00	0.00	115.69	4,884.31
<a href="#">11-82-3539</a>	GOLF COURSE ACCESSORIES	5,000.00	5,000.00	0.00	1,347.45	3,652.55
<a href="#">11-82-3542</a>	FIRST AID	750.00	750.00	0.00	0.00	750.00
<b>Category: 35 - SUPPLIES Total:</b>		<b>98,700.00</b>	<b>98,700.00</b>	<b>13,046.93</b>	<b>60,610.42</b>	<b>38,089.58</b>
<b>Category: 40 - MAINTENANCE--BLDGS, STRUC</b>						
<a href="#">11-82-4041</a>	WATER WELL MAINTENANCE	3,000.00	3,000.00	0.00	0.00	3,000.00
<a href="#">11-82-4046</a>	PARKING LOT MAINTENANCE	2,000.00	2,000.00	0.00	0.00	2,000.00
<b>Category: 40 - MAINTENANCE--BLDGS, STRUC Total:</b>		<b>5,000.00</b>	<b>5,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,000.00</b>
<b>Category: 45 - MAINTENANCE</b>						
<a href="#">11-82-4505</a>	IRRIGATION EQUIPMENT	17,000.00	17,000.00	1,224.37	5,544.85	11,455.15
<a href="#">11-82-4599</a>	MISCELLANEOUS EQUIPMENT	2,000.00	2,000.00	0.00	3,854.97	-1,854.97
<b>Category: 45 - MAINTENANCE Total:</b>		<b>19,000.00</b>	<b>19,000.00</b>	<b>1,224.37</b>	<b>9,399.82</b>	<b>9,600.18</b>
<b>Category: 50 - SERVICES</b>						
<a href="#">11-82-5022</a>	RENTAL EQUIPMENT	4,500.00	4,500.00	0.00	1,548.00	2,952.00
<a href="#">11-82-5027</a>	MEMBERSHIPS/SUBSCRIPTIONS	1,000.00	1,000.00	0.00	476.94	523.06
<a href="#">11-82-5029</a>	TRAVEL/TRAINING	2,500.00	2,500.00	0.00	977.50	1,522.50
<b>Category: 50 - SERVICES Total:</b>		<b>8,000.00</b>	<b>8,000.00</b>	<b>0.00</b>	<b>3,002.44</b>	<b>4,997.56</b>
<b>Category: 54 - SUNDRY</b>						
<a href="#">11-82-5405</a>	PERMITS & FEES	500.00	500.00	0.00	0.00	500.00
<a href="#">11-82-5412</a>	WATER AUTHORITY FEES	90,000.00	90,000.00	6,502.50	8,478.75	81,521.25
<b>Category: 54 - SUNDRY Total:</b>		<b>90,500.00</b>	<b>90,500.00</b>	<b>6,502.50</b>	<b>8,478.75</b>	<b>82,021.25</b>
<b>Category: 55 - PROFESSIONAL SERVICES</b>						
<a href="#">11-82-5508</a>	SANITARY/TRASH SERVICES	3,000.00	3,000.00	0.00	476.00	2,524.00
<a href="#">11-82-5530</a>	PROFESSIONAL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00
<b>Category: 55 - PROFESSIONAL SERVICES Total:</b>		<b>4,000.00</b>	<b>4,000.00</b>	<b>0.00</b>	<b>476.00</b>	<b>3,524.00</b>
<b>Category: 97 - INTERFUND ACTIVITY</b>						
<a href="#">11-82-9773</a>	COMP. EQUIPMENT USER FEE	375.00	375.00	0.00	0.00	375.00

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<a href="#">11-82-9791</a>					
EQUIPMENT USER FEE	93,579.00	93,579.00	0.00	0.00	93,579.00
Category: 97 - INTERFUND ACTIVITY Total:	<b>93,954.00</b>	<b>93,954.00</b>	<b>0.00</b>	<b>0.00</b>	<b>93,954.00</b>
Department: 82 - COURSE MAINTENANCE Total:	<b>893,221.31</b>	<b>893,221.31</b>	<b>78,151.11</b>	<b>370,376.51</b>	<b>522,844.80</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 83 - BUILDING MAINTENANCE</b>						
<b>Category: 35 - SUPPLIES</b>						
<a href="#">11-83-3517</a>	JANITORIAL SUPPLIES	4,200.00	4,200.00	284.63	4,024.71	175.29
<a href="#">11-83-3523</a>	TOOLS/EQUIPMENT	600.00	600.00	0.00	0.00	600.00
	<b>Category: 35 - SUPPLIES Total:</b>	<b>4,800.00</b>	<b>4,800.00</b>	<b>284.63</b>	<b>4,024.71</b>	<b>775.29</b>
<b>Category: 40 - MAINTENANCE--BLDGS, STRUC</b>						
<a href="#">11-83-4001</a>	BUILDINGS & GROUNDS	16,000.00	16,000.00	375.89	13,076.09	2,923.91
	<b>Category: 40 - MAINTENANCE--BLDGS, STRUC Total:</b>	<b>16,000.00</b>	<b>16,000.00</b>	<b>375.89</b>	<b>13,076.09</b>	<b>2,923.91</b>
<b>Category: 45 - MAINTENANCE</b>						
<a href="#">11-83-4501</a>	FURN.FIXTURES, OFF EQUIP	3,000.00	3,000.00	0.00	157.99	2,842.01
	<b>Category: 45 - MAINTENANCE Total:</b>	<b>3,000.00</b>	<b>3,000.00</b>	<b>0.00</b>	<b>157.99</b>	<b>2,842.01</b>
<b>Category: 50 - SERVICES</b>						
<a href="#">11-83-5017</a>	UTILITIES	26,000.00	26,000.00	1,581.83	10,528.49	15,471.51
	<b>Category: 50 - SERVICES Total:</b>	<b>26,000.00</b>	<b>26,000.00</b>	<b>1,581.83</b>	<b>10,528.49</b>	<b>15,471.51</b>
<b>Category: 55 - PROFESSIONAL SERVICES</b>						
<a href="#">11-83-5531</a>	PEST CONTROL SERVICES	800.00	800.00	0.00	224.69	575.31
	<b>Category: 55 - PROFESSIONAL SERVICES Total:</b>	<b>800.00</b>	<b>800.00</b>	<b>0.00</b>	<b>224.69</b>	<b>575.31</b>
	<b>Department: 83 - BUILDING MAINTENANCE Total:</b>	<b>50,600.00</b>	<b>50,600.00</b>	<b>2,242.35</b>	<b>28,011.97</b>	<b>22,588.03</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 87 - GC CAPITAL IMPROVEMENT					
Category: 70 - CAPITAL IMPROVEMENTS					
<a href="#">11-87-7010</a> CAPITAL IMPROVEMENT	26,000.00	51,000.00	687.50	18,449.79	32,550.21
Category: 70 - CAPITAL IMPROVEMENTS Total:	26,000.00	51,000.00	687.50	18,449.79	32,550.21
Department: 87 - GC CAPITAL IMPROVEMENT Total:	26,000.00	51,000.00	687.50	18,449.79	32,550.21

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
<b>Department: 88 - EQUIPMENT MAINTENANCE</b>						
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS</b>						
<a href="#">11-88-3001</a>	SALARIES AND WAGES	51,803.23	51,803.23	5,047.20	24,882.72	26,920.51
<a href="#">11-88-3003</a>	LONGEVITY	912.00	912.00	44.31	218.45	693.55
<a href="#">11-88-3007</a>	OVERTIME	500.00	500.00	0.00	387.44	112.56
<a href="#">11-88-3051</a>	FICA/MEDICARE TAXES	3,681.76	3,681.76	382.20	1,913.88	1,767.88
<a href="#">11-88-3052</a>	WORKER'S COMP	975.00	975.00	64.31	731.10	243.90
<a href="#">11-88-3053</a>	UNEMPLOYMENT TAXES	144.00	144.00	0.93	148.62	-4.62
<a href="#">11-88-3054</a>	RETIREMENT	7,343.37	7,343.37	711.27	3,588.07	3,755.30
<a href="#">11-88-3055</a>	HEALTH INSURANCE	20,360.34	20,360.34	859.50	4,161.96	16,198.38
<a href="#">11-88-3056</a>	LIFE INS	70.46	70.46	0.00	40.97	29.49
<a href="#">11-88-3057</a>	DENTAL	1,160.12	1,160.12	52.11	256.90	903.22
<a href="#">11-88-3058</a>	LONG TERM DISABILITY	219.67	219.67	21.21	201.52	18.15
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS Total:</b>		<b>87,169.95</b>	<b>87,169.95</b>	<b>7,183.04</b>	<b>36,531.63</b>	<b>50,638.32</b>
<b>Category: 35 - SUPPLIES</b>						
<a href="#">11-88-3504</a>	WEARING APPAREL	500.00	500.00	0.00	0.00	500.00
<a href="#">11-88-3514</a>	FUEL & OIL	1,700.00	1,700.00	0.00	285.88	1,414.12
<a href="#">11-88-3523</a>	TOOLS/EQUIPMENT	4,500.00	4,500.00	1,669.97	3,797.26	702.74
<a href="#">11-88-3526</a>	MINOR EQUIPMENT	1,000.00	1,000.00	0.00	0.00	1,000.00
<a href="#">11-88-3529</a>	REPAIR PARTS	20,000.00	20,000.00	906.98	6,910.90	13,089.10
<a href="#">11-88-3535</a>	GROUND/SHOP SUPPLIES	2,500.00	2,500.00	330.00	529.88	1,970.12
<a href="#">11-88-3542</a>	FIRST AID	250.00	250.00	0.00	0.00	250.00
<b>Category: 35 - SUPPLIES Total:</b>		<b>30,450.00</b>	<b>30,450.00</b>	<b>2,906.95</b>	<b>11,523.92</b>	<b>18,926.08</b>
<b>Category: 45 - MAINTENANCE</b>						
<a href="#">11-88-4520</a>	AUTO REPAIR/OUTSOURCED	1,000.00	1,000.00	0.00	0.00	1,000.00
<a href="#">11-88-4599</a>	MISC EQUIPMENT MAINT.	5,000.00	5,000.00	0.00	0.00	5,000.00
<b>Category: 45 - MAINTENANCE Total:</b>		<b>6,000.00</b>	<b>6,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>6,000.00</b>
<b>Category: 50 - SERVICES</b>						
<a href="#">11-88-5029</a>	TRAVEL/TRAINING	500.00	500.00	0.00	20.00	480.00
<b>Category: 50 - SERVICES Total:</b>		<b>500.00</b>	<b>500.00</b>	<b>0.00</b>	<b>20.00</b>	<b>480.00</b>
<b>Category: 97 - INTERFUND ACTIVITY</b>						
<a href="#">11-88-9781</a>	TRANSFER TO EQUIP PURCH CONT	27,320.00	27,320.00	0.00	0.00	27,320.00
<b>Category: 97 - INTERFUND ACTIVITY Total:</b>		<b>27,320.00</b>	<b>27,320.00</b>	<b>0.00</b>	<b>0.00</b>	<b>27,320.00</b>
<b>Department: 88 - EQUIPMENT MAINTENANCE Total:</b>		<b>151,439.95</b>	<b>151,439.95</b>	<b>10,089.99</b>	<b>48,075.55</b>	<b>103,364.40</b>
<b>Fund: 11 - GOLF COURSE FUND Surplus (Deficit):</b>		<b>0.00</b>	<b>-25,000.00</b>	<b>25,242.53</b>	<b>266,587.49</b>	
<b>Total Surplus (Deficit):</b>		<b>-545,031.92</b>	<b>-570,031.92</b>	<b>248,531.22</b>	<b>1,418,636.42</b>	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

**Group Summary**

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 02 - UTILITY FUND</b>					
<b>Department: 40 - 40</b>					
85 - FEE & CHARGES FOR SERVICE	4,635,000.00	4,635,000.00	366,949.71	2,507,355.42	2,127,644.58
96 - INTEREST EARNED	10,000.00	10,000.00	53.86	1,594.00	8,406.00
98 - MISCELLANEOUS REVENUE	127,500.00	127,500.00	1,045.78	29,893.75	97,606.25
<b>Department: 40 - 40 Total:</b>	<b>4,772,500.00</b>	<b>4,772,500.00</b>	<b>368,049.35</b>	<b>2,538,843.17</b>	<b>2,233,656.83</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

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Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 45 - WATER &amp; SEWER</b>					
30 - SALARIES, WAGES, & BENEFITS	431,558.92	431,558.92	46,428.61	222,351.32	209,207.60
35 - SUPPLIES	42,200.00	42,200.00	2,806.94	34,254.94	7,945.06
40 - MAINTENANCE--BLDGS, STRUC	144,500.00	144,500.00	54,382.80	244,324.58	-99,824.58
45 - MAINTENANCE	7,400.00	7,400.00	142.00	5,653.01	1,746.99
50 - SERVICES	540,060.00	540,060.00	32,206.95	264,837.07	275,222.93
54 - SUNDRY	1,748,900.00	1,748,900.00	24,200.46	649,969.74	1,098,930.26
55 - PROFESSIONAL SERVICES	210,000.00	210,000.00	0.00	235.00	209,765.00
60 - OTHER SERVICES	21,500.00	21,500.00	0.00	21,094.68	405.32
97 - INTERFUND ACTIVITY	799,413.00	799,413.00	0.00	0.00	799,413.00
<b>Department: 45 - WATER &amp; SEWER Total:</b>	<b>3,945,531.92</b>	<b>3,945,531.92</b>	<b>160,167.76</b>	<b>1,442,720.34</b>	<b>2,502,811.58</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

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Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 46 - UTILITY CAPITAL PROJECT</b>					
70 - CAPITAL IMPROVEMENTS	1,450,000.00	1,450,000.00	0.00	4,000.00	1,446,000.00
<b>Department: 46 - UTILITY CAPITAL PROJECT Total:</b>	<b>1,450,000.00</b>	<b>1,450,000.00</b>	<b>0.00</b>	<b>4,000.00</b>	<b>1,446,000.00</b>
<b>Fund: 02 - UTILITY FUND Surplus (Deficit):</b>	<b>-623,031.92</b>	<b>-623,031.92</b>	<b>207,881.59</b>	<b>1,092,122.83</b>	<b>-1,715,154.75</b>
<b>Fund: 04 - IMPACT FEE FUND</b>					
<b>Department: 43 - 43</b>					
85 - FEE & CHARGES FOR SERVICE	75,000.00	75,000.00	15,396.00	59,504.52	15,495.48
96 - INTEREST EARNED	3,000.00	3,000.00	11.10	421.58	2,578.42
<b>Department: 43 - 43 Total:</b>	<b>78,000.00</b>	<b>78,000.00</b>	<b>15,407.10</b>	<b>59,926.10</b>	<b>18,073.90</b>
<b>Fund: 04 - IMPACT FEE FUND Total:</b>	<b>78,000.00</b>	<b>78,000.00</b>	<b>15,407.10</b>	<b>59,926.10</b>	<b>18,073.90</b>
<b>Fund: 11 - GOLF COURSE FUND</b>					
<b>Department: 80 - 80</b>					
85 - FEE & CHARGES FOR SERVICE	1,609,800.00	1,609,800.00	195,554.65	1,211,880.76	397,919.24
96 - INTEREST EARNED	1,000.00	1,000.00	3.88	43.78	956.22
97 - INTERFUND ACTIVITY	345,891.14	345,891.14	0.00	0.00	345,891.14
98 - MISCELLANEOUS REVENUE	25,000.00	25,000.00	25,760.25	25,760.25	-760.25
<b>Department: 80 - 80 Total:</b>	<b>1,981,691.14</b>	<b>1,981,691.14</b>	<b>221,318.78</b>	<b>1,237,684.79</b>	<b>744,006.35</b>

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Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 81 - CLUB HOUSE</b>					
30 - SALARIES, WAGES, & BENEFITS	496,304.88	496,304.88	64,042.46	292,192.02	204,112.86
34 - COST OF SALES	155,000.00	155,000.00	29,143.28	113,472.40	41,527.60
35 - SUPPLIES	17,150.00	17,150.00	53.51	8,118.21	9,031.79
45 - MAINTENANCE	4,450.00	4,450.00	0.00	1,458.76	2,991.24
50 - SERVICES	41,600.00	41,600.00	3,900.00	18,693.95	22,906.05
54 - SUNDRY	51,400.00	51,400.00	7,766.05	52,910.76	-1,510.76
55 - PROFESSIONAL SERVICES	3,500.00	3,500.00	0.00	0.00	3,500.00
60 - OTHER SERVICES	20,000.00	20,000.00	0.00	19,337.38	662.62
97 - INTERFUND ACTIVITY	71,025.00	71,025.00	0.00	0.00	71,025.00
<b>Department: 81 - CLUB HOUSE Total:</b>	<b>860,429.88</b>	<b>860,429.88</b>	<b>104,905.30</b>	<b>506,183.48</b>	<b>354,246.40</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

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For Fiscal: 2020-2021 Period Ending: 04/30/2021

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 82 - COURSE MAINTENANCE</b>					
30 - SALARIES, WAGES, & BENEFITS	574,067.31	574,067.31	57,377.31	288,409.08	285,658.23
35 - SUPPLIES	98,700.00	98,700.00	13,046.93	60,610.42	38,089.58
40 - MAINTENANCE--BLDGS, STRUC	5,000.00	5,000.00	0.00	0.00	5,000.00
45 - MAINTENANCE	19,000.00	19,000.00	1,224.37	9,399.82	9,600.18
50 - SERVICES	8,000.00	8,000.00	0.00	3,002.44	4,997.56
54 - SUNDRY	90,500.00	90,500.00	6,502.50	8,478.75	82,021.25
55 - PROFESSIONAL SERVICES	4,000.00	4,000.00	0.00	476.00	3,524.00
97 - INTERFUND ACTIVITY	93,954.00	93,954.00	0.00	0.00	93,954.00
<b>Department: 82 - COURSE MAINTENANCE Total:</b>	<b>893,221.31</b>	<b>893,221.31</b>	<b>78,151.11</b>	<b>370,376.51</b>	<b>522,844.80</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

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For Fiscal: 2020-2021 Period Ending: 04/30/2021

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 83 - BUILDING MAINTENANCE</b>					
35 - SUPPLIES	4,800.00	4,800.00	284.63	4,024.71	775.29
40 - MAINTENANCE--BLDGS, STRUC	16,000.00	16,000.00	375.89	13,076.09	2,923.91
45 - MAINTENANCE	3,000.00	3,000.00	0.00	157.99	2,842.01
50 - SERVICES	26,000.00	26,000.00	1,581.83	10,528.49	15,471.51
55 - PROFESSIONAL SERVICES	800.00	800.00	0.00	224.69	575.31
<b>Department: 83 - BUILDING MAINTENANCE Total:</b>	<b>50,600.00</b>	<b>50,600.00</b>	<b>2,242.35</b>	<b>28,011.97</b>	<b>22,588.03</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

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For Fiscal: 2020-2021 Period Ending: 04/30/2021

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 87 - GC CAPITAL IMPROVEMENT</b>					
70 - CAPITAL IMPROVEMENTS	26,000.00	51,000.00	687.50	18,449.79	32,550.21
<b>Department: 87 - GC CAPITAL IMPROVEMENT Total:</b>	<b>26,000.00</b>	<b>51,000.00</b>	<b>687.50</b>	<b>18,449.79</b>	<b>32,550.21</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

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For Fiscal: 2020-2021 Period Ending: 04/30/2021

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 88 - EQUIPMENT MAINTENANCE</b>					
30 - SALARIES, WAGES, & BENEFITS	87,169.95	87,169.95	7,183.04	36,531.63	50,638.32
35 - SUPPLIES	30,450.00	30,450.00	2,906.95	11,523.92	18,926.08
45 - MAINTENANCE	6,000.00	6,000.00	0.00	0.00	6,000.00
50 - SERVICES	500.00	500.00	0.00	20.00	480.00
97 - INTERFUND ACTIVITY	27,320.00	27,320.00	0.00	0.00	27,320.00
<b>Department: 88 - EQUIPMENT MAINTENANCE Total:</b>	<b>151,439.95</b>	<b>151,439.95</b>	<b>10,089.99</b>	<b>48,075.55</b>	<b>103,364.40</b>
<b>Fund: 11 - GOLF COURSE FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>-25,000.00</b>	<b>25,242.53</b>	<b>266,587.49</b>	<b>-291,587.49</b>
<b>Total Surplus (Deficit):</b>	<b>-545,031.92</b>	<b>-570,031.92</b>	<b>248,531.22</b>	<b>1,418,636.42</b>	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

**Fund Summary**

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
02 - UTILITY FUND	-623,031.92	-623,031.92	207,881.59	1,092,122.83	-1,715,154.75
04 - IMPACT FEE FUND	78,000.00	78,000.00	15,407.10	59,926.10	18,073.90
11 - GOLF COURSE FUND	0.00	-25,000.00	25,242.53	266,587.49	-291,587.49
<b>Total Surplus (Deficit):</b>	<b>-545,031.92</b>	<b>-570,031.92</b>	<b>248,531.22</b>	<b>1,418,636.42</b>	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021



Jersey Village, TX

# Income Statement Account Summary

For Fiscal: 2020-2021 Period Ending: 04/30/2021

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
<b>Fund: 01 - GENERAL FUND</b>						
<b>Department: 10 - 10</b>						
<b>Category: 72 - PROPERTY TAXES</b>						
<a href="#">01-10-7201</a>	CURRENT PROPERTY TAXES	6,509,473.76	6,509,473.76	56,297.54	6,371,710.58	137,763.18
<a href="#">01-10-7202</a>	DELINQUENT PROPERTY TAXES	30,000.00	30,000.00	420.11	35,736.25	-5,736.25
<a href="#">01-10-7203</a>	PENALTY, INTEREST & COSTS	25,000.00	25,000.00	2,766.25	22,816.53	2,183.47
	<b>Category: 72 - PROPERTY TAXES Total:</b>	<b>6,564,473.76</b>	<b>6,564,473.76</b>	<b>59,483.90</b>	<b>6,430,263.36</b>	<b>134,210.40</b>
<b>Category: 75 - OTHER TAXES</b>						
<a href="#">01-10-7511</a>	ELECTRIC FRANCHISE	360,000.00	360,000.00	30,359.03	213,063.47	146,936.53
<a href="#">01-10-7512</a>	TELEPHONE FRANCHISE	90,000.00	90,000.00	1,748.07	13,633.35	76,366.65
<a href="#">01-10-7513</a>	GAS FRANCHISE	40,000.00	40,000.00	0.00	13,454.46	26,545.54
<a href="#">01-10-7514</a>	CABLE TV FRANCHISE	75,000.00	75,000.00	0.00	39,898.67	35,101.33
<a href="#">01-10-7515</a>	TELECOMMUNICATION	15,000.00	15,000.00	55.14	6,458.48	8,541.52
<a href="#">01-10-7621</a>	CITY SALES TAX	3,810,000.00	3,810,000.00	249,763.82	2,235,196.72	1,574,803.28
<a href="#">01-10-7622</a>	SALES TX-RED. PROPERTY TX	1,905,000.00	1,905,000.00	124,881.91	1,116,534.05	788,465.95
<a href="#">01-10-7631</a>	MIXED DRINK TAX	30,000.00	30,000.00	2,473.26	15,153.07	14,846.93
	<b>Category: 75 - OTHER TAXES Total:</b>	<b>6,325,000.00</b>	<b>6,325,000.00</b>	<b>409,281.23</b>	<b>3,653,392.27</b>	<b>2,671,607.73</b>
<b>Category: 80 - FINES WARRANTS &amp; BONDS</b>						
<a href="#">01-10-8001</a>	FINES	1,000,000.00	1,000,000.00	56,720.90	397,907.30	602,092.70
<a href="#">01-10-8002</a>	TIME PAYMENT FEE-GENERAL	10,000.00	10,000.00	365.00	2,605.68	7,394.32
<a href="#">01-10-8003</a>	TIME PAYMENT FEE-COURT	0.00	0.00	65.00	476.20	-476.20
<a href="#">01-10-8004</a>	COURT TECHNOLOGY FEES	0.00	0.00	1,170.29	8,392.13	-8,392.13
<a href="#">01-10-8005</a>	COURT SECURITY FEE	0.00	0.00	1,187.70	8,454.85	-8,454.85
<a href="#">01-10-8006</a>	OMNI FEE	8,000.00	8,000.00	569.60	3,774.25	4,225.75
<a href="#">01-10-8007</a>	CHILD SAFETY FEE	0.00	0.00	75.00	300.00	-300.00
<a href="#">01-10-8008</a>	JUDICIAL FEE	0.00	0.00	90.90	674.92	-674.92
	<b>Category: 80 - FINES WARRANTS &amp; BONDS Total:</b>	<b>1,018,000.00</b>	<b>1,018,000.00</b>	<b>60,244.39</b>	<b>422,585.33</b>	<b>595,414.67</b>
<b>Category: 85 - FEE &amp; CHARGES FOR SERVICE</b>						
<a href="#">01-10-8501</a>	GARBAGE FEES/RESIDENTIAL	500.00	500.00	0.00	171.38	328.62
<a href="#">01-10-8503</a>	POOL MEMBERSHIP FEES	20,000.00	20,000.00	750.00	830.00	19,170.00
<a href="#">01-10-8504</a>	SWIM LESSON	3,500.00	3,500.00	1,110.00	2,020.00	1,480.00
<a href="#">01-10-8505</a>	POOL RENTALS	1,000.00	1,000.00	225.00	705.00	295.00
<a href="#">01-10-8506</a>	REC PROGRAMS	2,000.00	2,000.00	835.00	4,801.00	-2,801.00
<a href="#">01-10-8507</a>	AMBULANCE SERVICE FEES	250,000.00	250,000.00	15,644.45	109,037.57	140,962.43
<a href="#">01-10-8509</a>	PET TAGS	800.00	800.00	60.00	305.00	495.00
<a href="#">01-10-8511</a>	JERSEY VILLAGE STICKERS	0.00	0.00	1.00	31.00	-31.00
<a href="#">01-10-8512</a>	RENTAL FEE	40,000.00	40,000.00	225.00	1,675.00	38,325.00
<a href="#">01-10-8513</a>	CHILD SAFETY FEE-COUNTY	9,000.00	9,000.00	995.34	5,189.19	3,810.81
<a href="#">01-10-8514</a>	FOOD & BEVERAGE FEES	1,000.00	1,000.00	0.00	0.00	1,000.00
<a href="#">01-10-8516</a>	FARMER'S MARKET FEES	7,200.00	7,200.00	332.00	5,060.00	2,140.00
<a href="#">01-10-8517</a>	PARK RENTALS	750.00	750.00	2,965.00	9,220.00	-8,470.00
<a href="#">01-10-8999</a>	PLAN CHECKING AND PLAT REVIEW	30,000.00	30,000.00	5,651.49	27,054.44	2,945.56
	<b>Category: 85 - FEE &amp; CHARGES FOR SERVICE Total:</b>	<b>365,750.00</b>	<b>365,750.00</b>	<b>28,794.28</b>	<b>166,099.58</b>	<b>199,650.42</b>
<b>Category: 90 - LICENSES &amp; PERMITS</b>						
<a href="#">01-10-9001</a>	BUILDING PERMITS	80,000.00	80,000.00	13,845.89	62,477.10	17,522.90
<a href="#">01-10-9002</a>	PLUMBING PERMITS	10,000.00	10,000.00	1,050.00	4,790.00	5,210.00
<a href="#">01-10-9003</a>	ELECTRICAL PERMITS	16,000.00	16,000.00	1,450.00	6,074.00	9,926.00
<a href="#">01-10-9004</a>	MECHANICAL PERMITS	8,000.00	8,000.00	262.50	4,531.00	3,469.00
<a href="#">01-10-9006</a>	SIGN PERMITS	12,000.00	12,000.00	540.39	11,295.24	704.76
<a href="#">01-10-9007</a>	LIQUOR LICENSES	8,000.00	8,000.00	0.00	2,080.00	5,920.00
<a href="#">01-10-9010</a>	ANTENNA ANNUAL FEES	5,000.00	5,000.00	0.00	4,305.92	694.08
<a href="#">01-10-9012</a>	BURGLAR/FIRE ALARM PERMIT	8,500.00	8,500.00	473.41	2,423.73	6,076.27

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<a href="#">01-10-9013</a>	FIRE MARSHAL PERM FEES	1,100.00	1,100.00	0.00	98.00	1,002.00
<a href="#">01-10-9015</a>	OPERATIONAL HARZADOUS PERM	100.00	100.00	0.00	0.00	100.00
<a href="#">01-10-9016</a>	HOTEL/MOTEL LICENSE PERMITS	1,000.00	1,000.00	0.00	0.00	1,000.00
	<b>Category: 90 - LICENSES &amp; PERMITS Total:</b>	<b>149,700.00</b>	<b>149,700.00</b>	<b>17,622.19</b>	<b>98,074.99</b>	<b>51,625.01</b>
	<b>Category: 96 - INTEREST EARNED</b>					
<a href="#">01-10-9601</a>	INTEREST EARNED	100,000.00	100,000.00	164.73	4,921.82	95,078.18
	<b>Category: 96 - INTEREST EARNED Total:</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>164.73</b>	<b>4,921.82</b>	<b>95,078.18</b>
	<b>Category: 97 - INTERFUND ACTIVITY</b>					
<a href="#">01-10-9750</a>	CRIME CONTROL DISTRICT REIMB.	1,834,230.70	1,834,230.70	0.00	0.00	1,834,230.70
<a href="#">01-10-9752</a>	TRANSFER FROM UTLY FUND	590,000.00	590,000.00	0.00	0.00	590,000.00
<a href="#">01-10-9753</a>	COURT SECURITY & TECH REIMB.	48,830.00	48,830.00	0.00	0.00	48,830.00
<a href="#">01-10-9754</a>	TRANFER FROM MOTEL TAX FUND	19,000.00	19,000.00	0.00	0.00	19,000.00
	<b>Category: 97 - INTERFUND ACTIVITY Total:</b>	<b>2,492,060.70</b>	<b>2,492,060.70</b>	<b>0.00</b>	<b>0.00</b>	<b>2,492,060.70</b>
	<b>Category: 98 - MISCELLANEOUS REVENUE</b>					
<a href="#">01-10-9802</a>	SALE OF ASSETS	281,100.00	281,100.00	10.00	80,317.00	200,783.00
<a href="#">01-10-9805</a>	DONATIONS--PARK	0.00	0.00	0.00	1,100.00	-1,100.00
<a href="#">01-10-9807</a>	DONATIONS - POLICE DEPT.	0.00	0.00	0.00	150.00	-150.00
<a href="#">01-10-9815</a>	INSURANCE SETTLEMENT	0.00	0.00	0.00	10.00	-10.00
<a href="#">01-10-9816</a>	PROPERTY LIENS/ORD VIOLATION	0.00	0.00	0.00	786.96	-786.96
<a href="#">01-10-9899</a>	MISCELLANEOUS	50,000.00	50,000.00	2,965.45	29,576.90	20,423.10
	<b>Category: 98 - MISCELLANEOUS REVENUE Total:</b>	<b>331,100.00</b>	<b>331,100.00</b>	<b>2,975.45</b>	<b>111,940.86</b>	<b>219,159.14</b>
	<b>Category: 99 - OTHER AGENCY REVENUES</b>					
<a href="#">01-10-9901</a>	GRANTS/CONTRACTS-COPS	0.00	0.00	0.00	438,830.98	-438,830.98
<a href="#">01-10-9903</a>	FEMA EMS GRANTS	0.00	0.00	0.00	22,280.76	-22,280.76
<a href="#">01-10-9904</a>	FEMA	0.00	0.00	56,410.19	56,410.19	-56,410.19
<a href="#">01-10-9905</a>	AMBULANCE FEES STATE GRANT	90,000.00	90,000.00	0.00	0.00	90,000.00
<a href="#">01-10-9906</a>	LEOSE FUNDS - TRAINING GRANT	0.00	0.00	0.00	2,862.87	-2,862.87
	<b>Category: 99 - OTHER AGENCY REVENUES Total:</b>	<b>90,000.00</b>	<b>90,000.00</b>	<b>56,410.19</b>	<b>520,384.80</b>	<b>-430,384.80</b>
	<b>Department: 10 - 10 Total:</b>	<b>17,436,084.46</b>	<b>17,436,084.46</b>	<b>634,976.36</b>	<b>11,407,663.01</b>	<b>6,028,421.45</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 11 - ADMINISTRATIVE SERVICE</b>						
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS</b>						
<a href="#">01-11-3001</a>	SALARIES	393,190.17	393,190.17	45,714.33	226,651.81	166,538.36
<a href="#">01-11-3002</a>	WAGES	27,040.00	27,040.00	0.00	334.00	26,706.00
<a href="#">01-11-3003</a>	LONGEVITY	815.88	815.88	105.21	496.99	318.89
<a href="#">01-11-3010</a>	INCENTIVES	11,950.04	11,950.04	207.69	1,023.91	10,926.13
<a href="#">01-11-3020</a>	EMPLOYEE AWARDS/BONUS	6,700.00	6,700.00	0.00	481.20	6,218.80
<a href="#">01-11-3051</a>	FICA/MEDICARE TAXES	29,211.31	29,211.31	3,420.00	14,338.77	14,872.54
<a href="#">01-11-3052</a>	WORKMEN'S COMPENSATION	11,627.00	11,627.00	766.09	8,709.29	2,917.71
<a href="#">01-11-3053</a>	UNEMPLOYMENT COMPENSATION	720.00	720.00	8.40	479.06	240.94
<a href="#">01-11-3054</a>	RETIREMENT	57,908.83	57,908.83	6,534.81	32,636.03	25,272.80
<a href="#">01-11-3055</a>	HEALTH INSURANCE	42,078.14	42,078.14	4,864.89	23,996.58	18,081.56
<a href="#">01-11-3056</a>	LIFE INS	211.38	211.38	0.00	122.85	88.53
<a href="#">01-11-3057</a>	DENTAL INSURANCE	2,771.86	2,771.86	320.43	1,579.72	1,192.14
<a href="#">01-11-3058</a>	LONG-TERM DISABILITY	1,678.70	1,678.70	195.15	1,728.30	-49.60
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS Total:</b>		<b>585,903.31</b>	<b>585,903.31</b>	<b>62,137.00</b>	<b>312,578.51</b>	<b>273,324.80</b>
<b>Category: 35 - SUPPLIES</b>						
<a href="#">01-11-3502</a>	POSTAGE/FREIGHT/DEL. FEE	150.00	150.00	0.00	0.00	150.00
<a href="#">01-11-3503</a>	OFFICE SUPPLIES	4,000.00	4,000.00	69.94	1,548.12	2,451.88
<a href="#">01-11-3510</a>	BOOKS & PERIODICALS	200.00	200.00	0.00	103.50	96.50
<a href="#">01-11-3520</a>	FOOD	10,000.00	10,000.00	0.00	4,348.18	5,651.82
<a href="#">01-11-3524</a>	FEMA SUPPLIES - MARCOS/LAURA	0.00	0.00	0.00	82.81	-82.81
<b>Category: 35 - SUPPLIES Total:</b>		<b>14,350.00</b>	<b>14,350.00</b>	<b>69.94</b>	<b>6,082.61</b>	<b>8,267.39</b>
<b>Category: 45 - MAINTENANCE</b>						
<a href="#">01-11-4501</a>	FURN.,FIXT.,& OFF. MACH.	2,000.00	2,000.00	0.00	0.00	2,000.00
<b>Category: 45 - MAINTENANCE Total:</b>		<b>2,000.00</b>	<b>2,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,000.00</b>
<b>Category: 50 - SERVICES</b>						
<a href="#">01-11-5001</a>	MAYOR & COUNCIL EXPENDITURES	4,000.00	4,000.00	0.00	205.00	3,795.00
<a href="#">01-11-5007</a>	RECORDS MANAGEMENT	7,500.00	7,500.00	0.00	1,165.41	6,334.59
<a href="#">01-11-5012</a>	PRINTING	250.00	250.00	0.00	0.00	250.00
<a href="#">01-11-5014</a>	MEDICAL EXPENSES	10,000.00	10,000.00	1,200.50	6,197.00	3,803.00
<a href="#">01-11-5020</a>	COMMUNICATIONS	3,600.00	3,600.00	69.55	857.08	2,742.92
<a href="#">01-11-5025</a>	NEWSPAPER NOTICES	6,500.00	6,500.00	0.00	2,374.46	4,125.54
<a href="#">01-11-5026</a>	CODIFICATIONS	7,400.00	7,400.00	0.00	3,421.88	3,978.12
<a href="#">01-11-5027</a>	MEMBERSHIPS/SUBSCRIPTIONS	6,000.00	6,000.00	0.00	3,219.18	2,780.82
<a href="#">01-11-5028</a>	TEXAS LEGISLATIVE SERVICES	1.00	1.00	0.00	0.00	1.00
<a href="#">01-11-5029</a>	TRAVEL/TRAINING	14,000.00	14,000.00	0.00	258.00	13,742.00
<a href="#">01-11-5030</a>	CAR ALLOWANCE	6,500.00	6,500.00	750.00	3,697.50	2,802.50
<a href="#">01-11-5041</a>	NEWSLETTER	9,500.00	9,500.00	0.00	2,325.00	7,175.00
<b>Category: 50 - SERVICES Total:</b>		<b>75,251.00</b>	<b>75,251.00</b>	<b>2,020.05</b>	<b>23,720.51</b>	<b>51,530.49</b>
<b>Category: 54 - SUNDRY</b>						
<a href="#">01-11-5401</a>	ELECTION EXPENSE	16,000.00	16,000.00	1,890.63	5,883.31	10,116.69
<b>Category: 54 - SUNDRY Total:</b>		<b>16,000.00</b>	<b>16,000.00</b>	<b>1,890.63</b>	<b>5,883.31</b>	<b>10,116.69</b>
<b>Category: 60 - OTHER SERVICES</b>						
<a href="#">01-11-6005</a>	NOTARY SURETY BONDS	300.00	300.00	0.00	0.00	300.00
<b>Category: 60 - OTHER SERVICES Total:</b>		<b>300.00</b>	<b>300.00</b>	<b>0.00</b>	<b>0.00</b>	<b>300.00</b>
<b>Category: 97 - INTERFUND ACTIVITY</b>						
<a href="#">01-11-9772</a>	TECHNOLOGY USER FEE	4,500.00	4,500.00	0.00	0.00	4,500.00
<b>Category: 97 - INTERFUND ACTIVITY Total:</b>		<b>4,500.00</b>	<b>4,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,500.00</b>
<b>Department: 11 - ADMINISTRATIVE SERVICE Total:</b>		<b>698,304.31</b>	<b>698,304.31</b>	<b>66,117.62</b>	<b>348,264.94</b>	<b>350,039.37</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
<b>Department: 12 - LEGAL/OTHER SERVICES</b>						
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS</b>						
<a href="#">01-12-3052</a>	WORKMEN'S COMPENSATION	250.00	250.00	19.79	224.95	25.05
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS Total:</b>		<b>250.00</b>	<b>250.00</b>	<b>19.79</b>	<b>224.95</b>	<b>25.05</b>
<b>Category: 50 - SERVICES</b>						
<a href="#">01-12-5023</a>	GRANTS AND INCENTIVES	2,172,000.00	2,172,000.00	0.00	484,189.39	1,687,810.61
<b>Category: 50 - SERVICES Total:</b>		<b>2,172,000.00</b>	<b>2,172,000.00</b>	<b>0.00</b>	<b>484,189.39</b>	<b>1,687,810.61</b>
<b>Category: 55 - PROFESSIONAL SERVICES</b>						
<a href="#">01-12-5502</a>	LEGAL FEES	125,000.00	125,000.00	20,088.06	51,475.10	73,524.90
<a href="#">01-12-5515</a>	CONSULTANT SERVICES	10,000.00	10,000.00	0.00	2,000.00	8,000.00
<b>Category: 55 - PROFESSIONAL SERVICES Total:</b>		<b>135,000.00</b>	<b>135,000.00</b>	<b>20,088.06</b>	<b>53,475.10</b>	<b>81,524.90</b>
<b>Category: 60 - OTHER SERVICES</b>						
<a href="#">01-12-6001</a>	AUTOMOBILE LIABILITY	45,350.00	45,350.00	0.00	52,735.76	-7,385.76
<a href="#">01-12-6003</a>	LIABILITY-FIRE & CASUALTY INSR	69,140.00	69,140.00	0.00	66,908.31	2,231.69
<a href="#">01-12-6005</a>	SURETY BONDS	500.00	500.00	0.00	565.46	-65.46
<b>Category: 60 - OTHER SERVICES Total:</b>		<b>114,990.00</b>	<b>114,990.00</b>	<b>0.00</b>	<b>120,209.53</b>	<b>-5,219.53</b>
<b>Category: 97 - INTERFUND ACTIVITY</b>						
<a href="#">01-12-9760</a>	TRFR TO CAPITAL IMPROVEMENTS	1,080,000.00	1,080,000.00	0.00	0.00	1,080,000.00
<a href="#">01-12-9761</a>	TRANSFER TO GOLF FUND	345,891.14	345,891.14	0.00	0.00	345,891.14
<a href="#">01-12-9772</a>	TECHNOLOGY USER FEES	375.00	375.00	0.00	0.00	375.00
<b>Category: 97 - INTERFUND ACTIVITY Total:</b>		<b>1,426,266.14</b>	<b>1,426,266.14</b>	<b>0.00</b>	<b>0.00</b>	<b>1,426,266.14</b>
<b>Department: 12 - LEGAL/OTHER SERVICES Total:</b>		<b>3,848,506.14</b>	<b>3,848,506.14</b>	<b>20,107.85</b>	<b>658,098.97</b>	<b>3,190,407.17</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 13 - INFO TECHNOLOGY</b>						
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS</b>						
<a href="#">01-13-3001</a>	SALARIES	240,349.76	240,349.76	27,344.07	133,300.58	107,049.18
<a href="#">01-13-3002</a>	WAGES	10,230.00	10,230.00	1,045.00	2,453.00	7,777.00
<a href="#">01-13-3003</a>	LONGEVITY	1,055.86	1,055.86	132.90	636.53	419.33
<a href="#">01-13-3007</a>	OVERTIME	0.00	0.00	0.00	127.90	-127.90
<a href="#">01-13-3010</a>	INCENTIVES	1,200.00	1,200.00	0.00	0.00	1,200.00
<a href="#">01-13-3051</a>	FICA/MEDICARE TAXES	18,565.20	18,565.20	2,102.88	10,055.76	8,509.44
<a href="#">01-13-3052</a>	WORKMEN'S COMPENSATION	449.00	449.00	29.61	336.67	112.33
<a href="#">01-13-3053</a>	EMPLOYMENT TAXES	576.00	576.00	21.85	511.98	64.02
<a href="#">01-13-3054</a>	RETIREMENT	33,893.34	33,893.34	3,838.53	18,869.03	15,024.31
<a href="#">01-13-3055</a>	HEALTH INSURANCE	29,166.80	29,166.80	3,365.40	16,206.44	12,960.36
<a href="#">01-13-3056</a>	LIFE INS	211.38	211.38	0.00	122.85	88.53
<a href="#">01-13-3057</a>	DENTAL INSURANCE	2,771.86	2,771.86	319.83	1,570.07	1,201.79
<a href="#">01-13-3058</a>	LONG-TERM DISABILITY	1,009.47	1,009.47	114.87	1,122.19	-112.72
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS Total:</b>		<b>339,478.67</b>	<b>339,478.67</b>	<b>38,314.94</b>	<b>185,313.00</b>	<b>154,165.67</b>
<b>Category: 35 - SUPPLIES</b>						
<a href="#">01-13-3502</a>	POSTAGE/FREIGHT	500.00	500.00	0.00	70.75	429.25
<a href="#">01-13-3503</a>	OFFICE SUPPLIES	250.00	250.00	0.00	0.00	250.00
<a href="#">01-13-3509</a>	COMPUTER SUPPLIES	2,200.00	2,200.00	239.62	656.47	1,543.53
<a href="#">01-13-3510</a>	BOOKS & PERIODICALS	100.00	100.00	0.00	0.00	100.00
<b>Category: 35 - SUPPLIES Total:</b>		<b>3,050.00</b>	<b>3,050.00</b>	<b>239.62</b>	<b>727.22</b>	<b>2,322.78</b>
<b>Category: 45 - MAINTENANCE</b>						
<a href="#">01-13-4501</a>	FURN. FIXTURES. OFF EQUIPMENT	6,314.00	6,314.00	444.08	3,129.71	3,184.29
<a href="#">01-13-4502</a>	COMPUTER EQUIPMENT	9,500.00	9,500.00	320.00	3,255.78	6,244.22
<a href="#">01-13-4504</a>	SOFTWARE MAINTENANCE	203,464.00	203,464.00	6,670.00	84,864.16	118,599.84
<b>Category: 45 - MAINTENANCE Total:</b>		<b>219,278.00</b>	<b>219,278.00</b>	<b>7,434.08</b>	<b>91,249.65</b>	<b>128,028.35</b>
<b>Category: 50 - SERVICES</b>						
<a href="#">01-13-5020</a>	COMMUNICATIONS	28,020.00	28,020.00	651.02	10,924.76	17,095.24
<a href="#">01-13-5027</a>	MEMBERSHIPS/SUBSCRIPT	1,450.00	1,450.00	0.00	565.50	884.50
<a href="#">01-13-5029</a>	TRAVEL/TRAINING	7,600.00	7,600.00	0.00	0.00	7,600.00
<b>Category: 50 - SERVICES Total:</b>		<b>37,070.00</b>	<b>37,070.00</b>	<b>651.02</b>	<b>11,490.26</b>	<b>25,579.74</b>
<b>Category: 55 - PROFESSIONAL SERVICES</b>						
<a href="#">01-13-5515</a>	CONSULTANT SERVICES	45,000.00	45,000.00	0.00	7,294.00	37,706.00
<b>Category: 55 - PROFESSIONAL SERVICES Total:</b>		<b>45,000.00</b>	<b>45,000.00</b>	<b>0.00</b>	<b>7,294.00</b>	<b>37,706.00</b>
<b>Category: 65 - CAPITAL OUTLAY</b>						
<a href="#">01-13-6573</a>	COMPUTER EQUIPMENT	9,000.00	9,000.00	0.00	0.00	9,000.00
<a href="#">01-13-6574</a>	COMPUTER SOFTWARE	50,000.00	50,000.00	18,444.00	18,895.00	31,105.00
<b>Category: 65 - CAPITAL OUTLAY Total:</b>		<b>59,000.00</b>	<b>59,000.00</b>	<b>18,444.00</b>	<b>18,895.00</b>	<b>40,105.00</b>
<b>Category: 97 - INTERFUND ACTIVITY</b>						
<a href="#">01-13-9772</a>	TECHNOLOGY USER FEE	48,775.00	48,775.00	0.00	0.00	48,775.00
<b>Category: 97 - INTERFUND ACTIVITY Total:</b>		<b>48,775.00</b>	<b>48,775.00</b>	<b>0.00</b>	<b>0.00</b>	<b>48,775.00</b>
<b>Department: 13 - INFO TECHNOLOGY Total:</b>		<b>751,651.67</b>	<b>751,651.67</b>	<b>65,083.66</b>	<b>314,969.13</b>	<b>436,682.54</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 14 - PURCHASING</b>						
<b>Category: 35 - SUPPLIES</b>						
<a href="#">01-14-3502</a>	POSTAGE/FREIGHT	17,000.00	17,000.00	1,548.86	8,056.75	8,943.25
<a href="#">01-14-3503</a>	OFFICE SUPPLIES	3,000.00	3,000.00	389.90	1,015.52	1,984.48
	<b>Category: 35 - SUPPLIES Total:</b>	<b>20,000.00</b>	<b>20,000.00</b>	<b>1,938.76</b>	<b>9,072.27</b>	<b>10,927.73</b>
<b>Category: 50 - SERVICES</b>						
<a href="#">01-14-5012</a>	PRINTING	1,000.00	1,000.00	0.00	0.00	1,000.00
<a href="#">01-14-5022</a>	RENTAL OF EQUIPMENT	2,000.00	2,000.00	0.00	1,336.50	663.50
	<b>Category: 50 - SERVICES Total:</b>	<b>3,000.00</b>	<b>3,000.00</b>	<b>0.00</b>	<b>1,336.50</b>	<b>1,663.50</b>
	<b>Department: 14 - PURCHASING Total:</b>	<b>23,000.00</b>	<b>23,000.00</b>	<b>1,938.76</b>	<b>10,408.77</b>	<b>12,591.23</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 15 - ACCOUNTING SERVICES</b>						
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS</b>						
<a href="#">01-15-3001</a>	SALARIES	239,252.14	294,252.14	25,015.79	139,271.37	154,980.77
<a href="#">01-15-3003</a>	LONGEVITY	1,440.14	1,440.14	83.07	702.16	737.98
<a href="#">01-15-3007</a>	OVERTIME	2,900.00	2,900.00	0.00	203.99	2,696.01
<a href="#">01-15-3010</a>	INCENTIVES	600.08	600.08	0.00	0.00	600.08
<a href="#">01-15-3051</a>	FICA/MEDICARE TAXES	18,139.75	18,139.75	1,801.85	9,423.42	8,716.33
<a href="#">01-15-3052</a>	WORKMEN'S COMPENSATION	446.00	446.00	29.42	334.43	111.57
<a href="#">01-15-3053</a>	EMPLOYMENT TAXES	478.40	478.40	79.97	769.32	-290.92
<a href="#">01-15-3054</a>	RETIREMENT	34,284.60	34,284.60	3,506.30	19,715.60	14,569.00
<a href="#">01-15-3055</a>	HEALTH INSURANCE	34,513.70	34,513.70	5,561.85	22,787.33	11,726.37
<a href="#">01-15-3056</a>	LIFE INS	211.38	211.38	0.00	128.70	82.68
<a href="#">01-15-3057</a>	DENTAL INSURANCE	2,771.86	2,771.86	356.96	1,534.02	1,237.84
<a href="#">01-15-3058</a>	LONG-TERM DISABILITY	1,004.86	1,004.86	105.04	1,118.69	-113.83
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS Total:</b>		<b>336,042.91</b>	<b>391,042.91</b>	<b>36,540.25</b>	<b>195,989.03</b>	<b>195,053.88</b>
<b>Category: 35 - SUPPLIES</b>						
<a href="#">01-15-3502</a>	POSTAGE/FREIGHT/DEL.FEE	200.00	200.00	0.00	0.00	200.00
<a href="#">01-15-3503</a>	OFFICE SUPPLIES	700.00	700.00	0.00	548.86	151.14
<a href="#">01-15-3510</a>	BOOKS & PERIODICALS	50.00	50.00	0.00	0.00	50.00
<b>Category: 35 - SUPPLIES Total:</b>		<b>950.00</b>	<b>950.00</b>	<b>0.00</b>	<b>548.86</b>	<b>401.14</b>
<b>Category: 45 - MAINTENANCE</b>						
<a href="#">01-15-4501</a>	FURN.FIXT. & OFF.MACH.	150.00	150.00	0.00	0.00	150.00
<b>Category: 45 - MAINTENANCE Total:</b>		<b>150.00</b>	<b>150.00</b>	<b>0.00</b>	<b>0.00</b>	<b>150.00</b>
<b>Category: 50 - SERVICES</b>						
<a href="#">01-15-5012</a>	PRINTING	1,200.00	1,200.00	0.00	177.23	1,022.77
<a href="#">01-15-5020</a>	COMMUNICATIONS	2,000.00	2,000.00	69.54	534.55	1,465.45
<a href="#">01-15-5027</a>	MEMBERSHIPS	400.00	400.00	0.00	162.50	237.50
<a href="#">01-15-5029</a>	TRAVEL/TRAINING	3,500.00	3,500.00	0.00	271.44	3,228.56
<b>Category: 50 - SERVICES Total:</b>		<b>7,100.00</b>	<b>7,100.00</b>	<b>69.54</b>	<b>1,145.72</b>	<b>5,954.28</b>
<b>Category: 54 - SUNDRY</b>						
<a href="#">01-15-5405</a>	PERMITS & FEES	550.00	550.00	0.00	0.00	550.00
<b>Category: 54 - SUNDRY Total:</b>		<b>550.00</b>	<b>550.00</b>	<b>0.00</b>	<b>0.00</b>	<b>550.00</b>
<b>Category: 55 - PROFESSIONAL SERVICES</b>						
<a href="#">01-15-5501</a>	AUDITS/CONTRACTS/STUDIES	27,000.00	27,000.00	18,462.06	30,487.21	-3,487.21
<b>Category: 55 - PROFESSIONAL SERVICES Total:</b>		<b>27,000.00</b>	<b>27,000.00</b>	<b>18,462.06</b>	<b>30,487.21</b>	<b>-3,487.21</b>
<b>Category: 97 - INTERFUND ACTIVITY</b>						
<a href="#">01-15-9772</a>	TECHNOLOGY USER FEE	1,575.00	1,575.00	0.00	0.00	1,575.00
<b>Category: 97 - INTERFUND ACTIVITY Total:</b>		<b>1,575.00</b>	<b>1,575.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,575.00</b>
<b>Department: 15 - ACCOUNTING SERVICES Total:</b>		<b>373,367.91</b>	<b>428,367.91</b>	<b>55,071.85</b>	<b>228,170.82</b>	<b>200,197.09</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 16 - CUSTOMER SERVICE</b>						
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS</b>						
<a href="#">01-16-3001</a>	SALARIES	38,520.35	38,520.35	4,444.80	21,499.20	17,021.15
<a href="#">01-16-3003</a>	LONGEVITY	528.06	528.06	66.45	311.42	216.64
<a href="#">01-16-3007</a>	OVERTIME	100.00	100.00	0.00	0.00	100.00
<a href="#">01-16-3010</a>	INCENTIVES	479.96	479.96	124.62	614.38	-134.42
<a href="#">01-16-3051</a>	FICA/MEDICARE TAXES	2,736.84	2,736.84	318.00	1,539.97	1,196.87
<a href="#">01-16-3052</a>	WORKMEN'S COMPENSATION	75.00	75.00	4.95	56.24	18.76
<a href="#">01-16-3053</a>	EMPLOYMENT TAXES	144.00	144.00	0.84	148.02	-4.02
<a href="#">01-16-3054</a>	RETIREMENT	5,563.82	5,563.82	647.64	3,156.25	2,407.57
<a href="#">01-16-3055</a>	HEALTH INSURANCE	14,268.80	14,268.80	1,646.40	7,964.83	6,303.97
<a href="#">01-16-3056</a>	LIFE INS	70.46	70.46	0.00	40.95	29.51
<a href="#">01-16-3057</a>	DENTAL INSURANCE	1,160.12	1,160.12	133.86	659.93	500.19
<a href="#">01-16-3058</a>	LONG-TERM DISABILITY	162.21	162.21	18.66	192.82	-30.61
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS Total:</b>		<b>63,809.62</b>	<b>63,809.62</b>	<b>7,406.22</b>	<b>36,184.01</b>	<b>27,625.61</b>
<b>Category: 35 - SUPPLIES</b>						
<a href="#">01-16-3503</a>	OFFICE SUPPLIES	500.00	500.00	382.75	398.24	101.76
<b>Category: 35 - SUPPLIES Total:</b>		<b>500.00</b>	<b>500.00</b>	<b>382.75</b>	<b>398.24</b>	<b>101.76</b>
<b>Category: 45 - MAINTENANCE</b>						
<a href="#">01-16-4501</a>	FURN., FIX, & OFF MACH EQ	400.00	400.00	0.00	0.00	400.00
<b>Category: 45 - MAINTENANCE Total:</b>		<b>400.00</b>	<b>400.00</b>	<b>0.00</b>	<b>0.00</b>	<b>400.00</b>
<b>Category: 50 - SERVICES</b>						
<a href="#">01-16-5020</a>	COMMUNICATIONS	3,000.00	3,000.00	69.54	534.51	2,465.49
<b>Category: 50 - SERVICES Total:</b>		<b>3,000.00</b>	<b>3,000.00</b>	<b>69.54</b>	<b>534.51</b>	<b>2,465.49</b>
<b>Category: 55 - PROFESSIONAL SERVICES</b>						
<a href="#">01-16-5516</a>	COLLECTION AGENCY	0.00	0.00	0.00	2,008.94	-2,008.94
<a href="#">01-16-5527</a>	HARRIS CTY APPRAISAL DIST	61,000.00	61,000.00	0.00	28,657.00	32,343.00
<a href="#">01-16-5528</a>	HARRIS CTY TAX OFFICE	7,000.00	7,000.00	0.00	3,595.93	3,404.07
<b>Category: 55 - PROFESSIONAL SERVICES Total:</b>		<b>68,000.00</b>	<b>68,000.00</b>	<b>0.00</b>	<b>34,261.87</b>	<b>33,738.13</b>
<b>Category: 97 - INTERFUND ACTIVITY</b>						
<a href="#">01-16-9772</a>	TECHNOLOGY USER FEE	375.00	375.00	0.00	0.00	375.00
<b>Category: 97 - INTERFUND ACTIVITY Total:</b>		<b>375.00</b>	<b>375.00</b>	<b>0.00</b>	<b>0.00</b>	<b>375.00</b>
<b>Department: 16 - CUSTOMER SERVICE Total:</b>		<b>136,084.62</b>	<b>136,084.62</b>	<b>7,858.51</b>	<b>71,378.63</b>	<b>64,705.99</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 19 - MUNICIPAL COURT</b>						
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS</b>						
<a href="#">01-19-3001</a>	SALARIES	212,823.34	212,823.34	18,371.70	84,137.62	128,685.72
<a href="#">01-19-3003</a>	LONGEVITY	864.24	864.24	114.47	543.26	320.98
<a href="#">01-19-3007</a>	OVERTIME	5,000.00	5,000.00	0.00	0.00	5,000.00
<a href="#">01-19-3010</a>	INCENTIVES	1,080.04	1,080.04	193.86	955.73	124.31
<a href="#">01-19-3051</a>	FICA/MEDICARE TAXES	16,154.37	16,154.37	1,375.50	6,765.41	9,388.96
<a href="#">01-19-3052</a>	WORKMEN'S COMPENSATION	469.00	469.00	30.93	351.67	117.33
<a href="#">01-19-3053</a>	EMPLOYMENT TAXES	656.00	656.00	2.43	445.60	210.40
<a href="#">01-19-3054</a>	RETIREMENT	30,855.38	30,855.38	2,609.59	12,932.90	17,922.48
<a href="#">01-19-3055</a>	HEALTH INSURANCE	47,425.04	47,425.04	3,825.72	18,517.47	28,907.57
<a href="#">01-19-3056</a>	LIFE INS	281.84	281.84	0.00	122.85	158.99
<a href="#">01-19-3057</a>	DENTAL INSURANCE	2,771.86	2,771.86	267.72	1,319.86	1,452.00
<a href="#">01-19-3058</a>	LONG-TERM DISABILITY	893.86	893.86	77.16	808.60	85.26
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS Total:</b>		<b>319,274.97</b>	<b>319,274.97</b>	<b>26,869.08</b>	<b>126,900.97</b>	<b>192,374.00</b>
<b>Category: 35 - SUPPLIES</b>						
<a href="#">01-19-3503</a>	OFFICE SUPPLIES	2,000.00	2,000.00	0.00	371.82	1,628.18
<a href="#">01-19-3510</a>	BOOKS & PERIODICALS	200.00	200.00	0.00	0.00	200.00
<a href="#">01-19-3523</a>	TOOLS/EQUIPMENT	100.00	100.00	0.00	0.00	100.00
<b>Category: 35 - SUPPLIES Total:</b>		<b>2,300.00</b>	<b>2,300.00</b>	<b>0.00</b>	<b>371.82</b>	<b>1,928.18</b>
<b>Category: 45 - MAINTENANCE</b>						
<a href="#">01-19-4501</a>	FURN., FIXT. & OFF. MACH.	500.00	500.00	0.00	0.00	500.00
<b>Category: 45 - MAINTENANCE Total:</b>		<b>500.00</b>	<b>500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>500.00</b>
<b>Category: 50 - SERVICES</b>						
<a href="#">01-19-5012</a>	PRINTING	2,000.00	2,000.00	0.00	140.00	1,860.00
<a href="#">01-19-5020</a>	COMMUNICATIONS	2,000.00	2,000.00	69.54	534.51	1,465.49
<a href="#">01-19-5027</a>	MEMBERSHIPS	300.00	300.00	0.00	0.00	300.00
<a href="#">01-19-5029</a>	TRAVEL/TRAINING	3,500.00	3,500.00	0.00	0.00	3,500.00
<b>Category: 50 - SERVICES Total:</b>		<b>7,800.00</b>	<b>7,800.00</b>	<b>69.54</b>	<b>674.51</b>	<b>7,125.49</b>
<b>Category: 54 - SUNDRY</b>						
<a href="#">01-19-5404</a>	JURY EXPENSE	800.00	800.00	0.00	0.00	800.00
<b>Category: 54 - SUNDRY Total:</b>		<b>800.00</b>	<b>800.00</b>	<b>0.00</b>	<b>0.00</b>	<b>800.00</b>
<b>Category: 55 - PROFESSIONAL SERVICES</b>						
<a href="#">01-19-5505</a>	JUDGES	55,000.00	55,000.00	5,850.00	16,350.00	38,650.00
<a href="#">01-19-5506</a>	PROSECUTORS	35,000.00	35,000.00	4,800.00	13,100.00	21,900.00
<a href="#">01-19-5516</a>	COLLECTION AGENCY FEES	2,950.00	2,950.00	0.00	1,800.50	1,149.50
<a href="#">01-19-5518</a>	INTERPRETERS	500.00	500.00	0.00	0.00	500.00
<b>Category: 55 - PROFESSIONAL SERVICES Total:</b>		<b>93,450.00</b>	<b>93,450.00</b>	<b>10,650.00</b>	<b>31,250.50</b>	<b>62,199.50</b>
<b>Department: 19 - MUNICIPAL COURT Total:</b>		<b>424,124.97</b>	<b>424,124.97</b>	<b>37,588.62</b>	<b>159,197.80</b>	<b>264,927.17</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 21 - POLICE</b>						
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS</b>						
<a href="#">01-21-3001</a>	SALARIES	2,136,626.84	2,136,626.84	229,062.99	1,126,415.55	1,010,211.29
<a href="#">01-21-3003</a>	LONGEVITY	5,855.98	5,855.98	620.40	3,232.84	2,623.14
<a href="#">01-21-3007</a>	OVERTIME	82,000.00	82,000.00	16,718.18	76,766.69	5,233.31
<a href="#">01-21-3010</a>	INCENTIVES	23,158.72	23,158.72	4,001.38	19,935.43	3,223.29
<a href="#">01-21-3014</a>	S.T.E.P. PROGRAM	100,000.00	100,000.00	2,573.21	20,943.21	79,056.79
<a href="#">01-21-3051</a>	FICA/MEDICARE TAXES	171,725.71	171,725.71	18,627.10	91,742.36	79,983.35
<a href="#">01-21-3052</a>	WORKMEN'S COMPENSATION	44,631.00	44,631.00	2,734.92	31,091.77	13,539.23
<a href="#">01-21-3053</a>	EMPLOYMENT TAXES	4,752.00	4,752.00	339.74	5,145.43	-393.43
<a href="#">01-21-3054</a>	RETIREMENT	312,367.72	312,367.72	35,043.23	174,483.76	137,883.96
<a href="#">01-21-3055</a>	HEALTH INSURANCE	380,790.80	380,790.80	39,771.71	184,597.84	196,192.96
<a href="#">01-21-3056</a>	LIFE INS	2,113.80	2,113.80	0.00	1,041.30	1,072.50
<a href="#">01-21-3057</a>	DENTAL INSURANCE	23,724.48	23,724.48	2,596.09	12,172.50	11,551.98
<a href="#">01-21-3058</a>	LONG-TERM DISABILITY	8,878.04	8,878.04	954.55	9,190.79	-312.75
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS Total:</b>		<b>3,296,625.09</b>	<b>3,296,625.09</b>	<b>353,043.50</b>	<b>1,756,759.47</b>	<b>1,539,865.62</b>
<b>Category: 35 - SUPPLIES</b>						
<a href="#">01-21-3502</a>	POSTAGE/FREIGHT/DEL. FEE	300.00	300.00	0.00	49.13	250.87
<a href="#">01-21-3503</a>	OFFICE SUPPLIES	7,900.00	7,900.00	720.85	2,785.77	5,114.23
<a href="#">01-21-3504</a>	WEARING APPAREL	29,474.00	29,474.00	7,649.96	24,319.24	5,154.76
<a href="#">01-21-3505</a>	CRIME PREVENTION SUPPLIES	2,000.00	2,000.00	0.00	0.00	2,000.00
<a href="#">01-21-3510</a>	BOOKS AND PERIODICALS	3,850.00	3,850.00	0.00	2,507.00	1,343.00
<a href="#">01-21-3515</a>	MEDICAL SUPPLIES	2,000.00	2,000.00	595.84	1,195.84	804.16
<a href="#">01-21-3519</a>	AMMUNITION AND TARGETS	10,000.00	10,000.00	0.00	40.61	9,959.39
<a href="#">01-21-3520</a>	FOOD	2,400.00	2,400.00	0.00	243.29	2,156.71
<a href="#">01-21-3523</a>	TOOLS/EQUIPMENT	69,100.00	69,100.00	5,325.95	34,014.27	35,085.73
<a href="#">01-21-3534</a>	PARTS AND MATERIALS	500.00	500.00	0.00	34.31	465.69
<b>Category: 35 - SUPPLIES Total:</b>		<b>127,524.00</b>	<b>127,524.00</b>	<b>14,292.60</b>	<b>65,189.46</b>	<b>62,334.54</b>
<b>Category: 45 - MAINTENANCE</b>						
<a href="#">01-21-4501</a>	FURN. FIXT. & OFF. MACH.	5,597.00	5,597.00	191.02	2,620.74	2,976.26
<a href="#">01-21-4503</a>	RADIO AND RADAR EQUIPMENT	2,500.00	2,500.00	0.00	25.00	2,475.00
<a href="#">01-21-4510</a>	VEHICLE CLEANING	2,000.00	2,000.00	89.00	343.98	1,656.02
<a href="#">01-21-4599</a>	MISCELLANEOUS EQUIPMENT	15,400.00	13,400.00	0.00	358.22	13,041.78
<b>Category: 45 - MAINTENANCE Total:</b>		<b>25,497.00</b>	<b>23,497.00</b>	<b>280.02</b>	<b>3,347.94</b>	<b>20,149.06</b>
<b>Category: 50 - SERVICES</b>						
<a href="#">01-21-5012</a>	PRINTING	2,000.00	2,000.00	32.55	747.53	1,252.47
<a href="#">01-21-5015</a>	LAB TESTS	2,400.00	2,400.00	0.00	500.00	1,900.00
<a href="#">01-21-5020</a>	COMMUNICATIONS	1,199.90	3,199.90	211.18	1,580.81	1,619.09
<a href="#">01-21-5022</a>	RENTAL OF EQUIPMENT	10,000.00	10,000.00	1,011.75	5,598.50	4,401.50
<a href="#">01-21-5025</a>	PUBLIC NOTICES	250.00	250.00	0.00	0.00	250.00
<a href="#">01-21-5027</a>	MEMBERSHIPS	1,400.00	1,400.00	0.00	90.00	1,310.00
<a href="#">01-21-5029</a>	TRAVEL/TRAINING	24,000.00	24,000.00	1,994.52	12,227.87	11,772.13
<b>Category: 50 - SERVICES Total:</b>		<b>41,249.90</b>	<b>43,249.90</b>	<b>3,250.00</b>	<b>20,744.71</b>	<b>22,505.19</b>
<b>Category: 54 - SUNDRY</b>						
<a href="#">01-21-5402</a>	JAIL EXPENSE	3,000.00	3,000.00	0.00	346.52	2,653.48
<b>Category: 54 - SUNDRY Total:</b>		<b>3,000.00</b>	<b>3,000.00</b>	<b>0.00</b>	<b>346.52</b>	<b>2,653.48</b>
<b>Category: 55 - PROFESSIONAL SERVICES</b>						
<a href="#">01-21-5515</a>	CONSULTANT SERVICES	1,800.00	1,800.00	0.00	1,543.21	256.79
<b>Category: 55 - PROFESSIONAL SERVICES Total:</b>		<b>1,800.00</b>	<b>1,800.00</b>	<b>0.00</b>	<b>1,543.21</b>	<b>256.79</b>
<b>Category: 60 - OTHER SERVICES</b>						
<a href="#">01-21-6003</a>	LIABILITY-FIRE & CASUALTY INSR	21,400.00	21,400.00	0.00	16,890.30	4,509.70
<a href="#">01-21-6005</a>	NOTARY SURETY BONDS	340.00	340.00	0.00	0.00	340.00
<b>Category: 60 - OTHER SERVICES Total:</b>		<b>21,740.00</b>	<b>21,740.00</b>	<b>0.00</b>	<b>16,890.30</b>	<b>4,849.70</b>
<b>Category: 65 - CAPITAL OUTLAY</b>						
<a href="#">01-21-6572</a>	SPECIAL EQUIPMENT-	13,000.00	13,000.00	0.00	8,000.00	5,000.00
<b>Category: 65 - CAPITAL OUTLAY Total:</b>		<b>13,000.00</b>	<b>13,000.00</b>	<b>0.00</b>	<b>8,000.00</b>	<b>5,000.00</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Category: 97 - INTERFUND ACTIVITY</b>					
<a href="#">01-21-9772</a> TECHNOLOGY USER FEE	16,025.00	16,025.00	0.00	0.00	16,025.00
<b>Category: 97 - INTERFUND ACTIVITY Total:</b>	<b>16,025.00</b>	<b>16,025.00</b>	<b>0.00</b>	<b>0.00</b>	<b>16,025.00</b>
<b>Department: 21 - POLICE Total:</b>	<b>3,546,460.99</b>	<b>3,546,460.99</b>	<b>370,866.12</b>	<b>1,872,821.61</b>	<b>1,673,639.38</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 23 - COMMUNICATIONS</b>						
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS</b>						
<a href="#">01-23-3001</a>	SALARIES	423,207.50	423,207.50	44,555.44	242,838.51	180,368.99
<a href="#">01-23-3002</a>	WAGES	12,900.00	12,900.00	60.00	544.80	12,355.20
<a href="#">01-23-3003</a>	LONGEVITY	1,343.94	1,343.94	177.21	847.19	496.75
<a href="#">01-23-3007</a>	OVERTIME	77,000.00	77,000.00	9,382.45	48,117.24	28,882.76
<a href="#">01-23-3010</a>	INCENTIVES	13,500.00	13,500.00	1,426.05	6,781.68	6,718.32
<a href="#">01-23-3051</a>	FICA/MEDICARE TAXES	38,632.56	38,632.56	4,042.67	21,827.50	16,805.06
<a href="#">01-23-3052</a>	WORKMEN'S COMPENSATION	982.00	982.00	64.77	736.33	245.67
<a href="#">01-23-3053</a>	EMPLOYMENT TAXES	1,584.00	1,584.00	8.63	1,484.82	99.18
<a href="#">01-23-3054</a>	RETIREMENT	58,865.07	58,865.07	7,767.50	42,058.81	16,806.26
<a href="#">01-23-3055</a>	HEALTH INSURANCE	88,774.92	88,774.92	10,332.92	53,357.88	35,417.04
<a href="#">01-23-3056</a>	LIFE INS	563.68	563.68	0.00	356.85	206.83
<a href="#">01-23-3057</a>	DENTAL INSURANCE	5,543.72	5,543.72	633.15	3,327.03	2,216.69
<a href="#">01-23-3058</a>	LONG-TERM DISABILITY	1,588.60	1,588.60	188.10	2,124.95	-536.35
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS Total:</b>		<b>724,485.99</b>	<b>724,485.99</b>	<b>78,638.89</b>	<b>424,403.59</b>	<b>300,082.40</b>
<b>Category: 35 - SUPPLIES</b>						
<a href="#">01-23-3502</a>	POSTAGE	100.00	100.00	0.00	0.00	100.00
<a href="#">01-23-3503</a>	OFFICE SUPPLIES	6,390.00	6,390.00	0.00	640.49	5,749.51
<a href="#">01-23-3504</a>	WEARING APPAREL	3,475.00	3,475.00	0.00	1,709.48	1,765.52
<a href="#">01-23-3510</a>	BOOKS AND PERIODICALS	400.00	400.00	0.00	196.00	204.00
<a href="#">01-23-3523</a>	TOOLS/EQUIPMENT	3,000.00	3,000.00	0.00	1,606.80	1,393.20
<b>Category: 35 - SUPPLIES Total:</b>		<b>13,365.00</b>	<b>13,365.00</b>	<b>0.00</b>	<b>4,152.77</b>	<b>9,212.23</b>
<b>Category: 45 - MAINTENANCE</b>						
<a href="#">01-23-4501</a>	FURN.FIXT. & OFF.MACH.	6,800.00	6,800.00	0.00	76.53	6,723.47
<a href="#">01-23-4503</a>	RADIO AND RADAR EQUIPMENT	1,250.00	1,250.00	0.00	1,122.54	127.46
<a href="#">01-23-4505</a>	TELEPHONE MAINTENANCE	13,400.00	13,400.00	0.00	0.00	13,400.00
<a href="#">01-23-4599</a>	MISCELLANEOUS EQUIPMENT	600.00	600.00	0.00	569.84	30.16
<b>Category: 45 - MAINTENANCE Total:</b>		<b>22,050.00</b>	<b>22,050.00</b>	<b>0.00</b>	<b>1,768.91</b>	<b>20,281.09</b>
<b>Category: 50 - SERVICES</b>						
<a href="#">01-23-5012</a>	PRINTING	100.00	100.00	0.00	0.00	100.00
<a href="#">01-23-5020</a>	COMMUNICATIONS	3,000.00	3,000.00	69.54	2,903.82	96.18
<a href="#">01-23-5024</a>	RADIO USAGE FEES	2,000.00	2,000.00	89.00	534.00	1,466.00
<a href="#">01-23-5027</a>	MEMBERSHIPS	1,200.00	1,200.00	0.00	527.00	673.00
<a href="#">01-23-5029</a>	TRAVEL/TRAINING	6,000.00	6,000.00	0.00	1,102.00	4,898.00
<b>Category: 50 - SERVICES Total:</b>		<b>12,300.00</b>	<b>12,300.00</b>	<b>158.54</b>	<b>5,066.82</b>	<b>7,233.18</b>
<b>Category: 60 - OTHER SERVICES</b>						
<a href="#">01-23-6005</a>	SURETY BONDS	600.00	600.00	0.00	0.00	600.00
<b>Category: 60 - OTHER SERVICES Total:</b>		<b>600.00</b>	<b>600.00</b>	<b>0.00</b>	<b>0.00</b>	<b>600.00</b>
<b>Category: 97 - INTERFUND ACTIVITY</b>						
<a href="#">01-23-9772</a>	TECHNOLOGY USER FEE	54,825.00	54,825.00	0.00	0.00	54,825.00
<b>Category: 97 - INTERFUND ACTIVITY Total:</b>		<b>54,825.00</b>	<b>54,825.00</b>	<b>0.00</b>	<b>0.00</b>	<b>54,825.00</b>
<b>Department: 23 - COMMUNICATIONS Total:</b>		<b>827,625.99</b>	<b>827,625.99</b>	<b>78,797.43</b>	<b>435,392.09</b>	<b>392,233.90</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
<b>Department: 25 - FIRE DEPARTMENT</b>						
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS</b>						
<a href="#">01-25-3001</a>	SALARIES	613,680.70	830,100.96	94,813.88	444,136.06	385,964.90
<a href="#">01-25-3002</a>	WAGES	57,751.00	57,751.00	5,126.65	21,472.88	36,278.12
<a href="#">01-25-3003</a>	LONGEVITY	2,880.02	2,880.02	319.42	1,557.46	1,322.56
<a href="#">01-25-3007</a>	OVERTIME	87,666.68	133,000.00	16,323.03	100,049.60	32,950.40
<a href="#">01-25-3009</a>	VOLUNTEERS STIPEND	44,000.00	44,000.00	3,555.00	17,860.17	26,139.83
<a href="#">01-25-3010</a>	INCENTIVES	21,000.00	21,000.00	1,522.98	6,604.67	14,395.33
<a href="#">01-25-3051</a>	FICA/MEDICARE TAXES	64,498.67	79,777.15	9,054.16	44,095.77	35,681.38
<a href="#">01-25-3052</a>	WORKMEN'S COMPENSATION	29,010.00	29,010.00	1,913.42	21,752.62	7,257.38
<a href="#">01-25-3053</a>	EMPLOYMENT TAXES	1,584.00	2,160.00	154.74	3,308.20	-1,148.20
<a href="#">01-25-3054</a>	RETIREMENT	89,513.53	119,899.05	15,783.18	77,643.09	42,255.96
<a href="#">01-25-3055</a>	HEALTH INSURANCE	123,404.06	204,845.42	17,501.35	76,043.56	128,801.86
<a href="#">01-25-3056</a>	LIFE INS	563.68	845.52	0.00	421.20	424.32
<a href="#">01-25-3057</a>	DENTAL INSURANCE	7,863.96	12,504.44	1,204.08	5,262.08	7,242.36
<a href="#">01-25-3058</a>	LONG-TERM DISABILITY	2,577.45	3,486.41	398.19	3,580.55	-94.14
<a href="#">01-25-3059</a>	FIREFIGHTERS' RETIREMENT	26,000.00	26,000.00	0.00	18,518.00	7,482.00
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS Total:</b>		<b>1,171,993.75</b>	<b>1,567,259.97</b>	<b>167,670.08</b>	<b>842,305.91</b>	<b>724,954.06</b>
<b>Category: 35 - SUPPLIES</b>						
<a href="#">01-25-3502</a>	SHIPPING/FREIGHT CHARGES	500.00	500.00	0.00	12.76	487.24
<a href="#">01-25-3503</a>	OFFICE SUPPLIES	6,999.00	6,999.00	0.00	801.56	6,197.44
<a href="#">01-25-3504</a>	WEARING APPAREL	46,350.00	46,350.00	3,740.35	30,179.90	16,170.10
<a href="#">01-25-3505</a>	FIRE PREVENTION MATERIALS	2,900.00	2,900.00	0.00	0.00	2,900.00
<a href="#">01-25-3508</a>	FILM AND CAMERA SUPPLIES	50.00	50.00	0.00	0.00	50.00
<a href="#">01-25-3510</a>	BOOKS AND PERIODICALS	1,150.00	1,150.00	0.00	318.91	831.09
<a href="#">01-25-3515</a>	MEDICAL SUPPLIES	24,000.00	24,000.00	1,295.55	10,748.25	13,251.75
<a href="#">01-25-3517</a>	JANITORIAL SUPPLIES	1,400.00	1,400.00	0.00	448.41	951.59
<a href="#">01-25-3520</a>	FOOD	8,999.00	8,999.00	0.00	398.51	8,600.49
<a href="#">01-25-3523</a>	TOOLS/EQUIPMENT	61,000.00	61,000.00	2,088.95	26,283.89	34,716.11
<a href="#">01-25-3524</a>	FEMA SUPPLIES	5,000.00	5,000.00	383.98	12,452.26	-7,452.26
<a href="#">01-25-3525</a>	FEMA EQUIPMENT	5,000.00	5,000.00	0.00	9,157.00	-4,157.00
<b>Category: 35 - SUPPLIES Total:</b>		<b>163,348.00</b>	<b>163,348.00</b>	<b>7,508.83</b>	<b>90,801.45</b>	<b>72,546.55</b>
<b>Category: 45 - MAINTENANCE</b>						
<a href="#">01-25-4501</a>	FURN, FIXT, & OFFICE EQPT.	4,700.00	4,700.00	120.67	3,207.01	1,492.99
<a href="#">01-25-4503</a>	RADIO AND RADAR EQUIPMENT	2,500.00	2,500.00	0.00	0.00	2,500.00
<a href="#">01-25-4599</a>	MAINTENANCE-MISC EQUIPMENT	34,749.00	34,749.00	6,257.00	26,587.54	8,161.46
<b>Category: 45 - MAINTENANCE Total:</b>		<b>41,949.00</b>	<b>41,949.00</b>	<b>6,377.67</b>	<b>29,794.55</b>	<b>12,154.45</b>
<b>Category: 50 - SERVICES</b>						
<a href="#">01-25-5012</a>	PRINTING	750.00	750.00	0.00	0.00	750.00
<a href="#">01-25-5014</a>	MEDICAL EXPENSES	1,000.00	1,000.00	0.00	0.00	1,000.00
<a href="#">01-25-5020</a>	COMMUNICATIONS	5,000.00	5,000.00	93.63	675.98	4,324.02
<a href="#">01-25-5024</a>	RADIO USAGE FEES	15,000.00	15,000.00	1,062.50	7,487.50	7,512.50
<a href="#">01-25-5027</a>	MEMBERSHIPS	3,115.00	3,115.00	0.00	1,994.00	1,121.00
<a href="#">01-25-5029</a>	TRAVEL/TRAINING	20,000.00	20,000.00	162.00	4,798.41	15,201.59
<b>Category: 50 - SERVICES Total:</b>		<b>44,865.00</b>	<b>44,865.00</b>	<b>1,318.13</b>	<b>14,955.89</b>	<b>29,909.11</b>
<b>Category: 54 - SUNDRY</b>						
<a href="#">01-25-5405</a>	LICENSES/PERMITS	1,299.00	1,299.00	0.00	0.00	1,299.00
<b>Category: 54 - SUNDRY Total:</b>		<b>1,299.00</b>	<b>1,299.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,299.00</b>
<b>Category: 55 - PROFESSIONAL SERVICES</b>						
<a href="#">01-25-5508</a>	MEDICAL AND OTHER WASTE-DISP	1,300.00	1,300.00	113.30	615.47	684.53
<a href="#">01-25-5512</a>	ACCIDENT INSURANCE	5,300.00	5,300.00	0.00	0.00	5,300.00
<a href="#">01-25-5516</a>	COLLECTION AGENCY FEES	48,000.00	48,000.00	2,343.19	20,079.54	27,920.46
<b>Category: 55 - PROFESSIONAL SERVICES Total:</b>		<b>54,600.00</b>	<b>54,600.00</b>	<b>2,456.49</b>	<b>20,695.01</b>	<b>33,904.99</b>
<b>Category: 65 - CAPITAL OUTLAY</b>						
<a href="#">01-25-6581</a>	RADIO/RADER EQUIPMENT	0.00	0.00	0.00	3.49	-3.49
<b>Category: 65 - CAPITAL OUTLAY Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3.49</b>	<b>-3.49</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Category: 97 - INTERFUND ACTIVITY</b>					
<a href="#">01-25-9772</a> TECHNOLOGY USER FEE	96,373.00	96,373.00	0.00	0.00	96,373.00
<a href="#">01-25-9781</a> EQUIP. PURCHASE CONTRIBUTION	49,575.00	49,575.00	0.00	0.00	49,575.00
<a href="#">01-25-9791</a> EQUIPMENT USER FEE	378,581.00	378,581.00	0.00	0.00	378,581.00
<b>Category: 97 - INTERFUND ACTIVITY Total:</b>	<b>524,529.00</b>	<b>524,529.00</b>	<b>0.00</b>	<b>0.00</b>	<b>524,529.00</b>
<b>Department: 25 - FIRE DEPARTMENT Total:</b>	<b>2,002,583.75</b>	<b>2,397,849.97</b>	<b>185,331.20</b>	<b>998,556.30</b>	<b>1,399,293.67</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 30 - PUBLIC WORKS</b>						
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS</b>						
<a href="#">01-30-3001</a>	SALARIES	168,975.53	168,975.53	18,933.39	93,341.61	75,633.92
<a href="#">01-30-3003</a>	LONGEVITY	239.98	239.98	38.79	178.67	61.31
<a href="#">01-30-3007</a>	OVERTIME	1,000.00	1,000.00	0.00	49.92	950.08
<a href="#">01-30-3051</a>	FICA/MEDICARE TAXES	12,726.58	12,726.58	1,426.17	7,033.89	5,692.69
<a href="#">01-30-3052</a>	WORKMEN'S COMPENSATION	2,807.00	2,807.00	185.14	2,104.78	702.22
<a href="#">01-30-3053</a>	EMPLOYMENT TAXES	288.00	288.00	0.96	294.38	-6.38
<a href="#">01-30-3054</a>	RETIREMENT	23,757.85	23,757.85	2,650.41	13,170.75	10,587.10
<a href="#">01-30-3055</a>	HEALTH INSURANCE	14,898.00	14,898.00	1,719.00	8,323.92	6,574.08
<a href="#">01-30-3056</a>	LIFE INS	140.92	140.92	0.00	81.90	59.02
<a href="#">01-30-3057</a>	DENTAL INSURANCE	903.24	903.24	104.22	513.80	389.44
<a href="#">01-30-3058</a>	LONG-TERM DISABILITY	709.70	709.70	79.53	792.13	-82.43
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS Total:</b>		<b>226,446.80</b>	<b>226,446.80</b>	<b>25,137.61</b>	<b>125,885.75</b>	<b>100,561.05</b>
<b>Category: 35 - SUPPLIES</b>						
<a href="#">01-30-3502</a>	POSTAGE/FREIGHT/DEL. FEE	100.00	100.00	0.00	16.50	83.50
<a href="#">01-30-3503</a>	OFFICE SUPPLIES	1,500.00	1,500.00	0.00	1,707.02	-207.02
<a href="#">01-30-3504</a>	WEARING APPAREL	500.00	500.00	0.00	226.75	273.25
<a href="#">01-30-3510</a>	BOOKS AND PERIODICALS	100.00	100.00	0.00	0.00	100.00
<a href="#">01-30-3520</a>	FOOD	2,500.00	2,500.00	0.00	695.39	1,804.61
<b>Category: 35 - SUPPLIES Total:</b>		<b>4,700.00</b>	<b>4,700.00</b>	<b>0.00</b>	<b>2,645.66</b>	<b>2,054.34</b>
<b>Category: 45 - MAINTENANCE</b>						
<a href="#">01-30-4501</a>	FURNITURE AND EQUIPMENT	100.00	100.00	0.00	0.00	100.00
<b>Category: 45 - MAINTENANCE Total:</b>		<b>100.00</b>	<b>100.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Category: 50 - SERVICES</b>						
<a href="#">01-30-5012</a>	PRINTING	300.00	300.00	0.00	84.00	216.00
<a href="#">01-30-5020</a>	COMMUNICATIONS	2,000.00	2,000.00	69.54	534.50	1,465.50
<a href="#">01-30-5027</a>	MEMBERSHIPS	350.00	350.00	0.00	150.00	200.00
<a href="#">01-30-5029</a>	TRAVEL/TRAINING	2,000.00	2,000.00	0.00	555.40	1,444.60
<b>Category: 50 - SERVICES Total:</b>		<b>4,650.00</b>	<b>4,650.00</b>	<b>69.54</b>	<b>1,323.90</b>	<b>3,326.10</b>
<b>Category: 55 - PROFESSIONAL SERVICES</b>						
<a href="#">01-30-5510</a>	ENGINEERING SERVICES	10,000.00	10,000.00	960.00	5,798.06	4,201.94
<a href="#">01-30-5515</a>	CONSULTANT SERVICES	10,000.00	10,000.00	0.00	11,195.25	-1,195.25
<b>Category: 55 - PROFESSIONAL SERVICES Total:</b>		<b>20,000.00</b>	<b>20,000.00</b>	<b>960.00</b>	<b>16,993.31</b>	<b>3,006.69</b>
<b>Category: 97 - INTERFUND ACTIVITY</b>						
<a href="#">01-30-9772</a>	TECHNOLOGY USER FEE	1,875.00	1,875.00	0.00	0.00	1,875.00
<a href="#">01-30-9781</a>	EQUIPMENT PURCHASE CONTRIBUTIO	39,250.00	39,250.00	0.00	0.00	39,250.00
<b>Category: 97 - INTERFUND ACTIVITY Total:</b>		<b>41,125.00</b>	<b>41,125.00</b>	<b>0.00</b>	<b>0.00</b>	<b>41,125.00</b>
<b>Department: 30 - PUBLIC WORKS Total:</b>		<b>297,021.80</b>	<b>297,021.80</b>	<b>26,167.15</b>	<b>146,848.62</b>	<b>150,173.18</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 31 - COMMUNITY DEVELOPMENT</b>						
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS</b>						
<a href="#">01-31-3001</a>	SALARIES	251,248.13	246,258.13	19,400.98	144,828.12	101,430.01
<a href="#">01-31-3002</a>	WAGES	0.00	4,990.00	0.00	0.00	4,990.00
<a href="#">01-31-3003</a>	LONGEVITY	1,775.80	1,775.80	116.31	871.41	904.39
<a href="#">01-31-3007</a>	OVERTIME	1,000.00	1,000.00	67.08	223.58	776.42
<a href="#">01-31-3010</a>	INCENTIVES	479.96	479.96	110.76	546.05	-66.09
<a href="#">01-31-3051</a>	FICA/MEDICARE TAXES	18,367.48	18,367.48	1,406.43	10,686.29	7,681.19
<a href="#">01-31-3052</a>	WORKMEN'S COMPENSATION	1,100.00	1,100.00	72.55	824.81	275.19
<a href="#">01-31-3053</a>	EMPLOYMENT TAXES	576.00	576.00	2.22	673.15	-97.15
<a href="#">01-31-3054</a>	RETIREMENT	35,732.35	35,732.35	2,751.39	20,604.67	15,127.68
<a href="#">01-31-3055</a>	HEALTH INSURANCE	55,618.68	55,618.68	4,855.17	24,233.60	31,385.08
<a href="#">01-31-3056</a>	LIFE INS	281.84	281.84	0.00	152.10	129.74
<a href="#">01-31-3057</a>	DENTAL INSURANCE	3,223.48	3,223.48	319.83	1,567.82	1,655.66
<a href="#">01-31-3058</a>	LONG-TERM DISABILITY	1,059.44	1,059.44	81.49	1,206.89	-147.45
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS Total:</b>		<b>370,463.16</b>	<b>370,463.16</b>	<b>29,184.21</b>	<b>206,418.49</b>	<b>164,044.67</b>
<b>Category: 35 - SUPPLIES</b>						
<a href="#">01-31-3503</a>	OFFICE SUPPLIES	3,500.00	3,500.00	0.00	731.91	2,768.09
<a href="#">01-31-3504</a>	WEARING APPAREL	900.00	900.00	0.00	44.99	855.01
<a href="#">01-31-3510</a>	BOOKS AND PERIODICALS	700.00	700.00	0.00	0.00	700.00
<a href="#">01-31-3521</a>	ANIMAL SHELTER	3,000.00	3,000.00	0.00	725.00	2,275.00
<a href="#">01-31-3523</a>	TOOLS/EQUIPMENT	300.00	300.00	0.00	0.00	300.00
<b>Category: 35 - SUPPLIES Total:</b>		<b>8,400.00</b>	<b>8,400.00</b>	<b>0.00</b>	<b>1,501.90</b>	<b>6,898.10</b>
<b>Category: 50 - SERVICES</b>						
<a href="#">01-31-5008</a>	ABATEMENT/SUBSTANDARD PROPERTY	100.00	100.00	0.00	0.00	100.00
<a href="#">01-31-5012</a>	PRINTING	600.00	600.00	0.00	302.21	297.79
<a href="#">01-31-5020</a>	COMMUNICATIONS	4,500.00	4,500.00	69.54	534.50	3,965.50
<a href="#">01-31-5027</a>	MEMBERSHIPS	900.00	900.00	0.00	0.00	900.00
<a href="#">01-31-5029</a>	TRAVEL/TRAINING	7,500.00	7,500.00	0.00	0.00	7,500.00
<b>Category: 50 - SERVICES Total:</b>		<b>13,600.00</b>	<b>13,600.00</b>	<b>69.54</b>	<b>836.71</b>	<b>12,763.29</b>
<b>Category: 55 - PROFESSIONAL SERVICES</b>						
<a href="#">01-31-5515</a>	CONSULTANT	50,000.00	50,000.00	9,030.00	27,760.00	22,240.00
<b>Category: 55 - PROFESSIONAL SERVICES Total:</b>		<b>50,000.00</b>	<b>50,000.00</b>	<b>9,030.00</b>	<b>27,760.00</b>	<b>22,240.00</b>
<b>Category: 65 - CAPITAL OUTLAY</b>						
<a href="#">01-31-6571</a>	OFFICE FURNITURE & EQUIPMENT	600.00	600.00	0.00	583.24	16.76
<b>Category: 65 - CAPITAL OUTLAY Total:</b>		<b>600.00</b>	<b>600.00</b>	<b>0.00</b>	<b>583.24</b>	<b>16.76</b>
<b>Category: 97 - INTERFUND ACTIVITY</b>						
<a href="#">01-31-9771</a>	TECHNOLOGY PURCHASE CONTRIBUTI	1,000.00	1,000.00	0.00	0.00	1,000.00
<a href="#">01-31-9772</a>	TECHNOLOGY USER FEE	4,750.00	4,750.00	0.00	0.00	4,750.00
<a href="#">01-31-9781</a>	EQUIP. PURCHASE CONTRIBUTION	55,080.00	55,080.00	0.00	0.00	55,080.00
<b>Category: 97 - INTERFUND ACTIVITY Total:</b>		<b>60,830.00</b>	<b>60,830.00</b>	<b>0.00</b>	<b>0.00</b>	<b>60,830.00</b>
<b>Department: 31 - COMMUNITY DEVELOPMENT Total:</b>		<b>503,893.16</b>	<b>503,893.16</b>	<b>38,283.75</b>	<b>237,100.34</b>	<b>266,792.82</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 32 - STREETS</b>						
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS</b>						
<a href="#">01-32-3001</a>	SALARIES	158,734.88	158,734.88	16,565.80	73,413.45	85,321.43
<a href="#">01-32-3003</a>	LONGEVITY	1,343.94	1,343.94	16.62	106.91	1,237.03
<a href="#">01-32-3007</a>	OVERTIME	20,000.00	20,000.00	1,868.70	10,250.43	9,749.57
<a href="#">01-32-3010</a>	INCENTIVES	0.01	0.01	55.38	92.30	-92.29
<a href="#">01-32-3051</a>	FICA/MEDICARE TAXES	12,856.20	12,856.20	1,293.55	6,047.08	6,809.12
<a href="#">01-32-3052</a>	WORKMEN'S COMPENSATION	5,658.00	5,658.00	373.19	4,242.55	1,415.45
<a href="#">01-32-3053</a>	EMPLOYMENT TAXES	576.00	576.00	98.11	699.93	-123.93
<a href="#">01-32-3054</a>	RETIREMENT	25,283.07	25,283.07	2,585.37	11,807.31	13,475.76
<a href="#">01-32-3055</a>	HEALTH INSURANCE	54,989.48	54,989.48	5,642.07	20,009.36	34,980.12
<a href="#">01-32-3056</a>	LIFE INS	211.38	211.38	0.00	87.75	123.63
<a href="#">01-32-3057</a>	DENTAL	3,480.36	3,480.36	401.58	1,542.96	1,937.40
<a href="#">01-32-3058</a>	LONG-TERM DISABILITY	666.69	666.69	69.58	587.51	79.18
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS Total:</b>		<b>283,800.01</b>	<b>283,800.01</b>	<b>28,969.95</b>	<b>128,887.54</b>	<b>154,912.47</b>
<b>Category: 35 - SUPPLIES</b>						
<a href="#">01-32-3504</a>	WEARING APPAREL	1,600.00	1,600.00	99.98	721.22	878.78
<a href="#">01-32-3523</a>	TOOLS/EQUIPMENT	3,000.00	3,000.00	0.00	0.00	3,000.00
<a href="#">01-32-3534</a>	PARTS AND MATERIALS	90,000.00	90,000.00	16,897.20	73,759.32	16,240.68
<b>Category: 35 - SUPPLIES Total:</b>		<b>94,600.00</b>	<b>94,600.00</b>	<b>16,997.18</b>	<b>74,480.54</b>	<b>20,119.46</b>
<b>Category: 40 - MAINTENANCE--BLDGS, STRUC</b>						
<a href="#">01-32-4002</a>	STREET SIGNS	10,000.00	10,000.00	1,781.35	2,432.33	7,567.67
<a href="#">01-32-4003</a>	STREET MAINTENANCE MAT'L	25,000.00	25,000.00	0.00	132.23	24,867.77
<a href="#">01-32-4004</a>	SIDEWALK REPLACEMENT	25,000.00	25,000.00	0.00	0.00	25,000.00
<b>Category: 40 - MAINTENANCE--BLDGS, STRUC Total:</b>		<b>60,000.00</b>	<b>60,000.00</b>	<b>1,781.35</b>	<b>2,564.56</b>	<b>57,435.44</b>
<b>Category: 45 - MAINTENANCE</b>						
<a href="#">01-32-4598</a>	ORNMTL STREET LIGHT MAIN	1,000.00	1,000.00	0.00	0.00	1,000.00
<b>Category: 45 - MAINTENANCE Total:</b>		<b>1,000.00</b>	<b>1,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,000.00</b>
<b>Category: 50 - SERVICES</b>						
<a href="#">01-32-5016</a>	STREET LIGHTING	195,000.00	195,000.00	11,533.74	74,388.09	120,611.91
<a href="#">01-32-5020</a>	COMMUNICATIONS	3,000.00	3,000.00	69.54	708.69	2,291.31
<a href="#">01-32-5022</a>	RENTAL OF EQUIPMENT	1,000.00	1,000.00	0.00	0.00	1,000.00
<a href="#">01-32-5029</a>	TRAVEL/TRAINING	5,000.00	5,000.00	0.00	576.31	4,423.69
<b>Category: 50 - SERVICES Total:</b>		<b>204,000.00</b>	<b>204,000.00</b>	<b>11,603.28</b>	<b>75,673.09</b>	<b>128,326.91</b>
<b>Category: 55 - PROFESSIONAL SERVICES</b>						
<a href="#">01-32-5507</a>	MOSQUITO SPRAYING	16,000.00	16,000.00	1,625.00	3,050.00	12,950.00
<a href="#">01-32-5515</a>	CONSULTANT SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00
<b>Category: 55 - PROFESSIONAL SERVICES Total:</b>		<b>21,000.00</b>	<b>21,000.00</b>	<b>1,625.00</b>	<b>3,050.00</b>	<b>17,950.00</b>
<b>Category: 97 - INTERFUND ACTIVITY</b>						
<a href="#">01-32-9772</a>	TECHNOLOGY USER FEE	500.00	500.00	0.00	0.00	500.00
<a href="#">01-32-9781</a>	EQUIPMENT PURCHASE CONTRIBUTIO	84,335.00	84,335.00	0.00	0.00	84,335.00
<a href="#">01-32-9791</a>	EQUIPMENT USER FEE	30,000.00	30,000.00	0.00	0.00	30,000.00
<b>Category: 97 - INTERFUND ACTIVITY Total:</b>		<b>114,835.00</b>	<b>114,835.00</b>	<b>0.00</b>	<b>0.00</b>	<b>114,835.00</b>
<b>Department: 32 - STREETS Total:</b>		<b>779,235.01</b>	<b>779,235.01</b>	<b>60,976.76</b>	<b>284,655.73</b>	<b>494,579.28</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 33 - BUILDING MAINTENANCE</b>						
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS</b>						
<a href="#">01-33-3001</a>	SALARIES	56,752.12	56,752.12	6,569.29	31,562.56	25,189.56
<a href="#">01-33-3002</a>	WAGES	24,000.00	24,000.00	1,269.00	5,692.44	18,307.56
<a href="#">01-33-3003</a>	LONGEVITY	48.10	48.10	11.07	54.58	-6.48
<a href="#">01-33-3007</a>	OVERTIME	5,000.00	5,000.00	551.39	827.08	4,172.92
<a href="#">01-33-3051</a>	FICA/MEDICARE TAXES	6,445.33	6,445.33	628.98	2,850.09	3,595.24
<a href="#">01-33-3052</a>	WORKMEN'S COMPENSATION	1,382.00	1,382.00	91.55	1,040.77	341.23
<a href="#">01-33-3053</a>	EMPLOYMENT TAXES	288.00	288.00	21.82	248.73	39.27
<a href="#">01-33-3054</a>	RETIREMENT	8,676.75	8,676.75	996.31	4,566.06	4,110.69
<a href="#">01-33-3055</a>	HEALTH INSURANCE	7,449.00	7,449.00	859.50	4,161.95	3,287.05
<a href="#">01-33-3056</a>	LIFE INS	70.46	70.46	0.00	40.95	29.51
<a href="#">01-33-3057</a>	DENTAL	1,160.12	1,160.12	133.86	659.93	500.19
<a href="#">01-33-3058</a>	LONG-TERM DISABILITY	259.36	259.36	27.58	277.62	-18.26
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS Total:</b>		<b>111,531.24</b>	<b>111,531.24</b>	<b>11,160.35</b>	<b>51,982.76</b>	<b>59,548.48</b>
<b>Category: 35 - SUPPLIES</b>						
<a href="#">01-33-3504</a>	WEARING APPAREL	1,000.00	1,000.00	0.00	141.87	858.13
<a href="#">01-33-3517</a>	JANITORIAL SUPPLIES	7,500.00	7,500.00	477.31	2,282.73	5,217.27
<a href="#">01-33-3523</a>	TOOLS/EQUIPMENT	750.00	750.00	0.00	430.86	319.14
<a href="#">01-33-3540</a>	POWERED EQUIPMENT	1,200.00	1,200.00	0.00	0.00	1,200.00
<a href="#">01-33-3541</a>	SAFETY PRODUCTS	750.00	750.00	0.00	545.40	204.60
<a href="#">01-33-3542</a>	FIRST AID	250.00	250.00	0.00	0.00	250.00
<a href="#">01-33-3543</a>	SECURITY SUPPLIES	4,000.00	4,000.00	0.00	0.00	4,000.00
<b>Category: 35 - SUPPLIES Total:</b>		<b>15,450.00</b>	<b>15,450.00</b>	<b>477.31</b>	<b>3,400.86</b>	<b>12,049.14</b>
<b>Category: 40 - MAINTENANCE--BLDGS, STRUC</b>						
<a href="#">01-33-4001</a>	MAINTENANCE-BLDG & GROUNDS	2,000.00	2,000.00	184.75	1,338.38	661.62
<a href="#">01-33-4002</a>	MAINT-INSURED REPAIRS	0.00	0.00	1,480.00	1,480.00	-1,480.00
<a href="#">01-33-4011</a>	CITY HALL/CIVIC CENTER BUILDING MAINTEN...	7,000.00	7,000.00	0.00	620.00	6,380.00
<a href="#">01-33-4021</a>	POLICE DEPARTMENT BUILDING MAINTENAN...	10,000.00	10,000.00	1,705.00	7,412.56	2,587.44
<a href="#">01-33-4025</a>	FIRE DEPARTMENT BUILDING MAINTENANCE	10,000.00	10,000.00	0.00	0.00	10,000.00
<a href="#">01-33-4030</a>	PUBLIC WORKS BULDING MAINTENANCE	1,500.00	1,500.00	0.00	777.20	722.80
<b>Category: 40 - MAINTENANCE--BLDGS, STRUC Total:</b>		<b>30,500.00</b>	<b>30,500.00</b>	<b>3,369.75</b>	<b>11,628.14</b>	<b>18,871.86</b>
<b>Category: 45 - MAINTENANCE</b>						
<a href="#">01-33-4501</a>	FURN.,FIXT.,& OFF. MACH.	1,000.00	1,000.00	0.00	130.96	869.04
<b>Category: 45 - MAINTENANCE Total:</b>		<b>1,000.00</b>	<b>1,000.00</b>	<b>0.00</b>	<b>130.96</b>	<b>869.04</b>
<b>Category: 50 - SERVICES</b>						
<a href="#">01-33-5017</a>	UTILITIES	103,000.00	103,000.00	7,218.46	40,287.11	62,712.89
<a href="#">01-33-5029</a>	TRAVEL AND TRAINING	1,000.00	1,000.00	0.00	33.45	966.55
<b>Category: 50 - SERVICES Total:</b>		<b>104,000.00</b>	<b>104,000.00</b>	<b>7,218.46</b>	<b>40,320.56</b>	<b>63,679.44</b>
<b>Category: 55 - PROFESSIONAL SERVICES</b>						
<a href="#">01-33-5521</a>	PEST CONTROL SERVICES	5,000.00	5,000.00	162.00	576.38	4,423.62
<a href="#">01-33-5529</a>	CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00
<a href="#">01-33-5530</a>	PROFESSIONAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00
<b>Category: 55 - PROFESSIONAL SERVICES Total:</b>		<b>15,000.00</b>	<b>15,000.00</b>	<b>162.00</b>	<b>576.38</b>	<b>14,423.62</b>
<b>Category: 65 - CAPITAL OUTLAY</b>						
<a href="#">01-33-6580</a>	BLDG & GROUND IMPROVEMENT	65,500.00	65,500.00	15,714.62	33,521.25	31,978.75
<b>Category: 65 - CAPITAL OUTLAY Total:</b>		<b>65,500.00</b>	<b>65,500.00</b>	<b>15,714.62</b>	<b>33,521.25</b>	<b>31,978.75</b>
<b>Category: 97 - INTERFUND ACTIVITY</b>						
<a href="#">01-33-9781</a>	EQUIPMENT PURCHASE CONTRIBUTIO	27,320.00	27,320.00	0.00	0.00	27,320.00
<b>Category: 97 - INTERFUND ACTIVITY Total:</b>		<b>27,320.00</b>	<b>27,320.00</b>	<b>0.00</b>	<b>0.00</b>	<b>27,320.00</b>
<b>Department: 33 - BUILDING MAINTENANCE Total:</b>		<b>370,301.24</b>	<b>370,301.24</b>	<b>38,102.49</b>	<b>141,560.91</b>	<b>228,740.33</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
<b>Department: 35 - SOLID WASTE</b>						
<b>Category: 55 - PROFESSIONAL SERVICES</b>						
<a href="#">01-35-5508</a>	SOLID WASTECOLLECTION SERVICES	364,324.00	364,324.00	32,935.40	175,536.26	188,787.74
<a href="#">01-35-5509</a>	STORM CLEAN-UP-DEBRIS REMOVAL	2,900.00	2,900.00	0.00	0.00	2,900.00
<a href="#">01-35-5519</a>	RECYCLING PROGRAM	99,702.00	99,702.00	7,869.54	47,217.24	52,484.76
<b>Category: 55 - PROFESSIONAL SERVICES Total:</b>		<b>466,926.00</b>	<b>466,926.00</b>	<b>40,804.94</b>	<b>222,753.50</b>	<b>244,172.50</b>
<b>Department: 35 - SOLID WASTE Total:</b>		<b>466,926.00</b>	<b>466,926.00</b>	<b>40,804.94</b>	<b>222,753.50</b>	<b>244,172.50</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 36 - FLEET SERVICES</b>						
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS</b>						
<a href="#">01-36-3001</a>	SALARIES	123,466.72	123,466.72	13,993.38	68,397.60	55,069.12
<a href="#">01-36-3003</a>	LONGEVITY	335.92	335.92	49.83	243.38	92.54
<a href="#">01-36-3007</a>	OVERTIME	8,000.00	8,000.00	1,324.33	7,531.28	468.72
<a href="#">01-36-3010</a>	INCENTIVES	600.08	600.08	69.24	341.35	258.73
<a href="#">01-36-3051</a>	FICA/MEDICARE TAXES	9,801.41	9,801.41	1,143.14	5,667.44	4,133.97
<a href="#">01-36-3052</a>	WORKMEN'S COMPENSATION	2,246.00	2,246.00	148.14	1,684.12	561.88
<a href="#">01-36-3053</a>	EMPLOYMENT TAXES	416.00	416.00	2.79	301.82	114.18
<a href="#">01-36-3054</a>	RETIREMENT	18,665.16	18,665.16	2,165.23	10,811.66	7,853.50
<a href="#">01-36-3055</a>	HEALTH INSURANCE	20,244.90	20,244.90	2,335.95	11,262.51	8,982.39
<a href="#">01-36-3056</a>	LIFE INS	140.92	140.92	0.00	81.90	59.02
<a href="#">01-36-3057</a>	DENTAL	1,611.74	1,611.74	185.97	914.23	697.51
<a href="#">01-36-3058</a>	LONG-TERM DISABILITY	520.82	520.82	59.03	609.86	-89.04
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS Total:</b>		<b>186,049.67</b>	<b>186,049.67</b>	<b>21,477.03</b>	<b>107,847.15</b>	<b>78,202.52</b>
<b>Category: 35 - SUPPLIES</b>						
<a href="#">01-36-3503</a>	OFFICE SUPPLIES	500.00	500.00	0.00	197.81	302.19
<a href="#">01-36-3504</a>	WEARING APPAREL	800.00	800.00	0.00	325.64	474.36
<a href="#">01-36-3510</a>	MANUALS AND PERIODICALS	1,000.00	1,000.00	0.00	0.00	1,000.00
<a href="#">01-36-3514</a>	FUEL AND OIL	135,000.00	135,000.00	10,217.50	58,246.84	76,753.16
<a href="#">01-36-3523</a>	TOOLS/EQUIPMENT	12,500.00	12,500.00	0.00	12,281.49	218.51
<a href="#">01-36-3529</a>	VEHICLE REPAIR PARTS	40,000.00	40,000.00	3,460.32	20,686.81	19,313.19
<a href="#">01-36-3535</a>	SHOP SUPPLIES	5,000.00	5,000.00	1,221.63	3,588.19	1,411.81
<b>Category: 35 - SUPPLIES Total:</b>		<b>194,800.00</b>	<b>194,800.00</b>	<b>14,899.45</b>	<b>95,326.78</b>	<b>99,473.22</b>
<b>Category: 45 - MAINTENANCE</b>						
<a href="#">01-36-4520</a>	AUTO REPAIR/OUTSOURCED	55,000.00	55,000.00	15,659.09	32,157.44	22,842.56
<b>Category: 45 - MAINTENANCE Total:</b>		<b>55,000.00</b>	<b>55,000.00</b>	<b>15,659.09</b>	<b>32,157.44</b>	<b>22,842.56</b>
<b>Category: 50 - SERVICES</b>						
<a href="#">01-36-5020</a>	COMMUNICATIONS	1,500.00	1,500.00	62.31	478.24	1,021.76
<a href="#">01-36-5022</a>	RENTAL EQUIPMENT	360.00	360.00	0.00	0.00	360.00
<a href="#">01-36-5027</a>	MEMBERSHIP	750.00	750.00	0.00	35.00	715.00
<a href="#">01-36-5029</a>	TRAVEL/TRAINING	7,800.00	7,800.00	454.42	2,202.33	5,597.67
<b>Category: 50 - SERVICES Total:</b>		<b>10,410.00</b>	<b>10,410.00</b>	<b>516.73</b>	<b>2,715.57</b>	<b>7,694.43</b>
<b>Category: 54 - SUNDRY</b>						
<a href="#">01-36-5405</a>	LICENSES/PERMITS	850.00	850.00	33.50	385.75	464.25
<b>Category: 54 - SUNDRY Total:</b>		<b>850.00</b>	<b>850.00</b>	<b>33.50</b>	<b>385.75</b>	<b>464.25</b>
<b>Category: 65 - CAPITAL OUTLAY</b>						
<a href="#">01-36-6572</a>	SPECIAL EQUIPMENT	5,000.00	5,000.00	0.00	748.17	4,251.83
<a href="#">01-36-6574</a>	COMPUTER SOFTWARE	3,500.00	3,500.00	0.00	3,370.75	129.25
<a href="#">01-36-6580</a>	VEHICLES	0.00	0.00	0.00	352.00	-352.00
<b>Category: 65 - CAPITAL OUTLAY Total:</b>		<b>8,500.00</b>	<b>8,500.00</b>	<b>0.00</b>	<b>4,470.92</b>	<b>4,029.08</b>
<b>Category: 97 - INTERFUND ACTIVITY</b>						
<a href="#">01-36-9757</a>	VEH/EQUIP PURCHASE CONTRIB	54,640.00	54,640.00	0.00	0.00	54,640.00
<a href="#">01-36-9772</a>	TECHNOLOGY USER FEE	1,000.00	1,000.00	0.00	0.00	1,000.00
<b>Category: 97 - INTERFUND ACTIVITY Total:</b>		<b>55,640.00</b>	<b>55,640.00</b>	<b>0.00</b>	<b>0.00</b>	<b>55,640.00</b>
<b>Department: 36 - FLEET SERVICES Total:</b>		<b>511,249.67</b>	<b>511,249.67</b>	<b>52,585.80</b>	<b>242,903.61</b>	<b>268,346.06</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 38 - RECREATION</b>						
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS</b>						
<a href="#">01-38-3001</a>	SALARIES	58,349.60	58,349.60	6,801.90	33,748.02	24,601.58
<a href="#">01-38-3002</a>	WAGES	59,000.00	59,000.00	1,544.07	4,987.78	54,012.22
<a href="#">01-38-3003</a>	LONGEVITY	48.10	48.10	11.07	49.83	-1.73
<a href="#">01-38-3051</a>	FICA/MEDICARE TAXES	8,661.49	8,661.49	597.17	2,756.41	5,905.08
<a href="#">01-38-3053</a>	EMPLOYMENT TAXES	288.00	288.00	26.20	705.75	-417.75
<a href="#">01-38-3054</a>	RETIREMENT	8,283.29	8,283.29	951.78	4,757.66	3,525.63
<a href="#">01-38-3055</a>	HEALTH INSURANCE	20,360.34	20,360.34	2,349.27	11,520.61	8,839.73
<a href="#">01-38-3056</a>	LIFE INS	70.46	70.46	0.00	40.95	29.51
<a href="#">01-38-3057</a>	DENTAL	1,160.12	1,160.12	133.86	669.30	490.82
<a href="#">01-38-3058</a>	LONG-TERM DISABILITY	247.59	247.59	28.56	186.10	61.49
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS Total:</b>		<b>156,468.99</b>	<b>156,468.99</b>	<b>12,443.88</b>	<b>59,422.41</b>	<b>97,046.58</b>
<b>Category: 35 - SUPPLIES</b>						
<a href="#">01-38-3503</a>	OFFICE SUPPLIES	500.00	500.00	0.00	19.47	480.53
<a href="#">01-38-3504</a>	WEARING APPAREL	1,000.00	1,000.00	0.00	1,357.17	-357.17
<a href="#">01-38-3506</a>	CHEMICALS	500.00	500.00	0.00	0.00	500.00
<a href="#">01-38-3517</a>	JANITORIAL SUPPLIES	300.00	300.00	0.00	0.00	300.00
<a href="#">01-38-3523</a>	TOOLS/EQUIPMENT	250.00	250.00	0.00	1,031.76	-781.76
<a href="#">01-38-3526</a>	MINOR EQUIPMENT	250.00	250.00	0.00	0.00	250.00
<a href="#">01-38-3531</a>	RECREATION & EVENTS	1,000.00	1,000.00	0.00	1,141.78	-141.78
<a href="#">01-38-3532</a>	RECREATION AWARDS/PRIZES	1,000.00	1,000.00	0.00	51.48	948.52
<a href="#">01-38-3542</a>	FIRST AID	250.00	250.00	0.00	0.00	250.00
<a href="#">01-38-3547</a>	POOL SUPPLIES	2,500.00	2,500.00	0.00	1,159.12	1,340.88
<b>Category: 35 - SUPPLIES Total:</b>		<b>7,550.00</b>	<b>7,550.00</b>	<b>0.00</b>	<b>4,760.78</b>	<b>2,789.22</b>
<b>Category: 45 - MAINTENANCE</b>						
<a href="#">01-38-4512</a>	EQUIPMENT MAINTENANCE	500.00	500.00	0.00	2,080.08	-1,580.08
<b>Category: 45 - MAINTENANCE Total:</b>		<b>500.00</b>	<b>500.00</b>	<b>0.00</b>	<b>2,080.08</b>	<b>-1,580.08</b>
<b>Category: 50 - SERVICES</b>						
<a href="#">01-38-5012</a>	PRINTING	3,500.00	3,500.00	0.00	200.00	3,300.00
<a href="#">01-38-5020</a>	COMMUNICATIONS	600.08	600.08	0.00	0.00	600.08
<a href="#">01-38-5022</a>	EQUIPMENT RENTAL	750.00	750.00	0.00	0.00	750.00
<a href="#">01-38-5027</a>	MEMBERSHIPS/SUBSCRIPTIONS	500.00	500.00	0.00	876.85	-376.85
<a href="#">01-38-5029</a>	TRAVEL/TRAINING	1,000.00	1,000.00	0.00	350.00	650.00
<a href="#">01-38-5043</a>	GENERAL ADVERTISING	2,000.00	2,000.00	0.00	921.43	1,078.57
<a href="#">01-38-5046</a>	SPRING FLING	2,000.00	2,000.00	0.00	2,325.68	-325.68
<a href="#">01-38-5047</a>	EGG HUNTS	2,500.00	2,500.00	768.00	1,068.00	1,432.00
<a href="#">01-38-5048</a>	FOURTH OF JULY	2,500.00	2,500.00	0.00	0.00	2,500.00
<a href="#">01-38-5049</a>	FALL FROLIC	2,500.00	2,500.00	0.00	0.00	2,500.00
<a href="#">01-38-5050</a>	HOLIDAY IN THE VILLAGE	5,000.00	5,000.00	0.00	2,409.21	2,590.79
<a href="#">01-38-5051</a>	FOOD TRUCK RALLY	3,000.00	3,000.00	0.00	0.00	3,000.00
<a href="#">01-38-5052</a>	CONCERT SERIES	5,000.00	5,000.00	0.00	0.00	5,000.00
<a href="#">01-38-5053</a>	MOVIE SERIES	1,800.00	1,800.00	0.00	1,067.87	732.13
<a href="#">01-38-5054</a>	POOL EVENTS	1,000.00	1,000.00	0.00	0.00	1,000.00
<a href="#">01-38-5055</a>	RECREATIONAL ACTIVITIES	1,750.00	1,750.00	265.10	1,731.26	18.74
<b>Category: 50 - SERVICES Total:</b>		<b>35,400.08</b>	<b>35,400.08</b>	<b>1,033.10</b>	<b>10,950.30</b>	<b>24,449.78</b>
<b>Category: 55 - PROFESSIONAL SERVICES</b>						
<a href="#">01-38-5530</a>	PROFESSIONAL SERVICES	1,500.00	1,500.00	150.00	550.00	950.00
<b>Category: 55 - PROFESSIONAL SERVICES Total:</b>		<b>1,500.00</b>	<b>1,500.00</b>	<b>150.00</b>	<b>550.00</b>	<b>950.00</b>
<b>Department: 38 - RECREATION Total:</b>		<b>201,419.07</b>	<b>201,419.07</b>	<b>13,626.98</b>	<b>77,763.57</b>	<b>123,655.50</b>

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Income Statement

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 39 - PARKS</b>						
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS</b>						
<a href="#">01-39-3001</a>	SALARIES	421,417.19	421,417.19	40,853.07	203,340.50	218,076.69
<a href="#">01-39-3002</a>	WAGES	0.00	0.00	0.00	-74.76	74.76
<a href="#">01-39-3003</a>	LONGEVITY	2,688.14	2,688.14	360.00	1,763.77	924.37
<a href="#">01-39-3007</a>	OVERTIME	1,800.00	1,800.00	0.00	2,830.80	-1,030.80
<a href="#">01-39-3010</a>	INCENTIVES	0.00	0.00	69.24	341.35	-341.35
<a href="#">01-39-3051</a>	FICA/MEDICARE TAXES	30,840.41	30,840.41	3,020.67	15,222.67	15,617.74
<a href="#">01-39-3052</a>	WORKMEN'S COMPENSATION	8,326.00	8,326.00	549.16	6,243.10	2,082.90
<a href="#">01-39-3053</a>	EMPLOYMENT TAXES	1,180.80	1,180.80	41.50	1,374.19	-193.39
<a href="#">01-39-3054</a>	RETIREMENT	44,612.85	44,612.85	5,767.14	29,322.85	15,290.00
<a href="#">01-39-3055</a>	HEALTH INSURANCE	103,159.16	103,159.16	9,530.67	47,376.75	55,782.41
<a href="#">01-39-3056</a>	LIFE INS	493.22	493.22	0.00	280.23	212.99
<a href="#">01-39-3057</a>	DENTAL	6,252.22	6,252.22	639.06	3,221.07	3,031.15
<a href="#">01-39-3058</a>	LONG-TERM DISABILITY	1,315.72	1,315.72	171.63	1,918.27	-602.55
<b>Category: 30 - SALARIES, WAGES, &amp; BENEFITS Total:</b>		<b>622,085.71</b>	<b>622,085.71</b>	<b>61,002.14</b>	<b>313,160.79</b>	<b>308,924.92</b>
<b>Category: 35 - SUPPLIES</b>						
<a href="#">01-39-3503</a>	OFFICE SUPPLIES	250.00	250.00	0.00	0.00	250.00
<a href="#">01-39-3504</a>	WEARING APPAREL	3,000.00	3,000.00	0.00	1,065.76	1,934.24
<a href="#">01-39-3506</a>	CHEMICALS	6,500.00	6,500.00	0.00	0.00	6,500.00
<a href="#">01-39-3517</a>	JANITORIAL SUPPLIES	1,000.00	1,000.00	0.00	266.34	733.66
<a href="#">01-39-3523</a>	TOOLS/EQUIPMENT	1,500.00	1,500.00	0.00	457.22	1,042.78
<a href="#">01-39-3526</a>	MINOR EQUIPMENT	3,000.00	3,000.00	0.00	198.26	2,801.74
<a href="#">01-39-3534</a>	EQUIP REPAIR PARTS	5,000.00	5,000.00	194.62	1,949.69	3,050.31
<a href="#">01-39-3536</a>	LANDSCAPING MATERIALS	9,500.00	9,500.00	575.69	1,732.80	7,767.20
<a href="#">01-39-3542</a>	FIRST AID	500.00	500.00	0.00	0.00	500.00
<a href="#">01-39-3544</a>	IRRIGATION SUPPLIES	2,000.00	2,000.00	0.00	0.00	2,000.00
<a href="#">01-39-3545</a>	POOL JANITORIAL SUPPLIES	750.00	750.00	0.00	0.00	750.00
<a href="#">01-39-3546</a>	SPLASH PAD CHEMICALS	2,000.00	2,000.00	1,338.50	1,338.50	661.50
<a href="#">01-39-3547</a>	POOL CHEMICALS	13,000.00	13,000.00	0.00	4,181.10	8,818.90
<b>Category: 35 - SUPPLIES Total:</b>		<b>48,000.00</b>	<b>48,000.00</b>	<b>2,108.81</b>	<b>11,189.67</b>	<b>36,810.33</b>
<b>Category: 40 - MAINTENANCE--BLDGS, STRUC</b>						
<a href="#">01-39-4007</a>	POOL MAINTENANCE	3,000.00	3,000.00	205.00	416.98	2,583.02
<a href="#">01-39-4008</a>	PARK MAINTENANCE	0.00	0.00	135.12	1,872.00	-1,872.00
<a href="#">01-39-4031</a>	SPLASH PAD MAINTENANCE	1,500.00	1,500.00	205.00	805.00	695.00
<a href="#">01-39-4032</a>	CAROL FOX PARK	5,000.00	5,000.00	0.00	225.18	4,774.82
<a href="#">01-39-4033</a>	CLARK HENRY PARK	5,000.00	5,000.00	0.00	872.54	4,127.46
<a href="#">01-39-4034</a>	PHILLIPINE PARK	1,500.00	1,500.00	0.00	0.00	1,500.00
<a href="#">01-39-4035</a>	DOG PARK	2,500.00	2,500.00	0.00	240.00	2,260.00
<a href="#">01-39-4036</a>	OPEN GREEN SPACE/POCKET PARKS	1,000.00	1,000.00	0.00	0.00	1,000.00
<a href="#">01-39-4037</a>	HIKE AND BIKE TRAILS	1,000.00	1,000.00	0.00	0.00	1,000.00
<a href="#">01-39-4038</a>	TREE MAINTENANCE AND TREE CITY USA	1,500.00	1,500.00	0.00	0.00	1,500.00
<b>Category: 40 - MAINTENANCE--BLDGS, STRUC Total:</b>		<b>22,000.00</b>	<b>22,000.00</b>	<b>545.12</b>	<b>4,431.70</b>	<b>17,568.30</b>
<b>Category: 45 - MAINTENANCE</b>						
<a href="#">01-39-4511</a>	VEHICLE MAINTENANCE	1,000.00	1,000.00	0.00	78.28	921.72
<a href="#">01-39-4512</a>	EQUIPMENT MAINTENANCE	2,500.00	2,500.00	0.00	0.00	2,500.00
<b>Category: 45 - MAINTENANCE Total:</b>		<b>3,500.00</b>	<b>3,500.00</b>	<b>0.00</b>	<b>78.28</b>	<b>3,421.72</b>
<b>Category: 50 - SERVICES</b>						
<a href="#">01-39-5012</a>	PRINTING	1,000.00	1,000.00	0.00	26.05	973.95
<a href="#">01-39-5020</a>	COMMUNICATIONS	1,800.00	1,800.00	69.54	534.50	1,265.50
<a href="#">01-39-5022</a>	EQUIPMENT RENTAL	1,000.00	1,000.00	0.00	0.00	1,000.00
<a href="#">01-39-5027</a>	MEMBERSHIPS/SUBSCRIPTIONS	500.00	500.00	0.00	40.00	460.00
<a href="#">01-39-5029</a>	TRAVEL/TRAINING	2,500.00	2,500.00	0.00	795.55	1,704.45
<b>Category: 50 - SERVICES Total:</b>		<b>6,800.00</b>	<b>6,800.00</b>	<b>69.54</b>	<b>1,396.10</b>	<b>5,403.90</b>
<b>Category: 55 - PROFESSIONAL SERVICES</b>						
<a href="#">01-39-5529</a>	CONTRACTUAL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<a href="#">01-39-5530</a>	PROFESSIONAL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00
	<b>Category: 55 - PROFESSIONAL SERVICES Total:</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,000.00</b>
	<b>Category: 65 - CAPITAL OUTLAY</b>					
<a href="#">01-39-6516</a>	PARKS & LANDSCAPING PROJS	30,000.00	30,000.00	30,205.00	30,851.25	-851.25
<a href="#">01-39-6598</a>	MISCELLANEOUS EQUIPMENT	10,000.00	10,000.00	0.00	2,052.25	7,947.75
	<b>Category: 65 - CAPITAL OUTLAY Total:</b>	<b>40,000.00</b>	<b>40,000.00</b>	<b>30,205.00</b>	<b>32,903.50</b>	<b>7,096.50</b>
	<b>Category: 97 - INTERFUND ACTIVITY</b>					
<a href="#">01-39-9772</a>	TECHNOLOGY USER FEE	750.00	750.00	0.00	0.00	750.00
<a href="#">01-39-9781</a>	EQUIP. PURCHASE CONTRIBUTION	30,900.00	30,900.00	0.00	0.00	30,900.00
<a href="#">01-39-9791</a>	EQUIPMENT USER FEE	11,800.00	11,800.00	0.00	0.00	11,800.00
	<b>Category: 97 - INTERFUND ACTIVITY Total:</b>	<b>43,450.00</b>	<b>43,450.00</b>	<b>0.00</b>	<b>0.00</b>	<b>43,450.00</b>
	<b>Department: 39 - PARKS Total:</b>	<b>787,835.71</b>	<b>787,835.71</b>	<b>93,930.61</b>	<b>363,160.04</b>	<b>424,675.67</b>
	<b>Fund: 01 - GENERAL FUND Surplus (Deficit):</b>	<b>886,492.45</b>	<b>436,226.23</b>	<b>-618,263.74</b>	<b>4,593,657.63</b>	

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 03 - DEBT SERVICE FUND</b>						
<b>Department: 50 - 50</b>						
<b>Category: 72 - PROPERTY TAXES</b>						
<a href="#">03-50-7201</a>	CURRENT PROPERTY TAXES	1,453,727.00	1,453,727.00	12,515.16	1,422,579.49	31,147.51
<a href="#">03-50-7202</a>	DELINQUENT PROPERTY TAX	30,000.00	30,000.00	93.05	6,672.15	23,327.85
<a href="#">03-50-7203</a>	PENALTY, INTEREST, COSTS	15,000.00	15,000.00	612.44	5,145.22	9,854.78
	<b>Category: 72 - PROPERTY TAXES Total:</b>	<b>1,498,727.00</b>	<b>1,498,727.00</b>	<b>13,220.65</b>	<b>1,434,396.86</b>	<b>64,330.14</b>
<b>Category: 96 - INTEREST EARNED</b>						
<a href="#">03-50-9601</a>	INTEREST EARNED	10,000.00	10,000.00	5.26	120.30	9,879.70
	<b>Category: 96 - INTEREST EARNED Total:</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>5.26</b>	<b>120.30</b>	<b>9,879.70</b>
<b>Category: 97 - INTERFUND ACTIVITY</b>						
<a href="#">03-50-9752</a>	TRANSFER FROM UTILITY FUND	88,418.00	88,418.00	0.00	0.00	88,418.00
	<b>Category: 97 - INTERFUND ACTIVITY Total:</b>	<b>88,418.00</b>	<b>88,418.00</b>	<b>0.00</b>	<b>0.00</b>	<b>88,418.00</b>
	<b>Department: 50 - 50 Total:</b>	<b>1,597,145.00</b>	<b>1,597,145.00</b>	<b>13,225.91</b>	<b>1,434,517.16</b>	<b>162,627.84</b>

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 51 - DEBT SERVICE</b>						
<b>Category: 61 - DEBT SERVICE</b>						
<a href="#">03-51-6121</a>	PRINCIPAL/DEBT SERVICE	1,245,000.00	1,245,000.00	0.00	1,245,000.00	0.00
<a href="#">03-51-6122</a>	INTEREST/DEBT SERVICE	273,325.00	273,325.00	0.00	145,225.00	128,100.00
<a href="#">03-51-6123</a>	MAINTENANCE FEE/DEBT SERVICE	9,000.00	9,000.00	1,250.00	1,250.00	7,750.00
	<b>Category: 61 - DEBT SERVICE Total:</b>	<b>1,527,325.00</b>	<b>1,527,325.00</b>	<b>1,250.00</b>	<b>1,391,475.00</b>	<b>135,850.00</b>
	<b>Department: 51 - DEBT SERVICE Total:</b>	<b>1,527,325.00</b>	<b>1,527,325.00</b>	<b>1,250.00</b>	<b>1,391,475.00</b>	<b>135,850.00</b>
	<b>Fund: 03 - DEBT SERVICE FUND Surplus (Deficit):</b>	<b>69,820.00</b>	<b>69,820.00</b>	<b>11,975.91</b>	<b>43,042.16</b>	

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	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 05 - MOTEL TAX FUND</b>					
<b>Department: 55 - 55</b>					
<b>Category: 75 - OTHER TAXES</b>					
<a href="#">05-55-7635</a> MOTEL OCCUPANCY TAX	70,000.00	70,000.00	8,741.03	30,745.22	39,254.78
<b>Category: 75 - OTHER TAXES Total:</b>	<b>70,000.00</b>	<b>70,000.00</b>	<b>8,741.03</b>	<b>30,745.22</b>	<b>39,254.78</b>
<b>Category: 96 - INTEREST EARNED</b>					
<a href="#">05-55-9601</a> INTEREST EARNED	1,200.00	1,200.00	3.53	100.33	1,099.67
<b>Category: 96 - INTEREST EARNED Total:</b>	<b>1,200.00</b>	<b>1,200.00</b>	<b>3.53</b>	<b>100.33</b>	<b>1,099.67</b>
<b>Department: 55 - 55 Total:</b>	<b>71,200.00</b>	<b>71,200.00</b>	<b>8,744.56</b>	<b>30,845.55</b>	<b>40,354.45</b>

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 56 - MOTEL TAX</b>						
<b>Category: 50 - SERVICES</b>						
<a href="#">05-56-5043</a>	GENERAL ADVERTISING	7,000.00	7,000.00	0.00	0.00	7,000.00
<a href="#">05-56-5044</a>	ADVERTISING	34,900.00	34,900.00	0.00	10,700.00	24,200.00
	<b>Category: 50 - SERVICES Total:</b>	<b>41,900.00</b>	<b>41,900.00</b>	<b>0.00</b>	<b>10,700.00</b>	<b>31,200.00</b>
<b>Category: 97 - INTERFUND ACTIVITY</b>						
<a href="#">05-56-9751</a>	TRANSFER TO GENERAL FUND	19,000.00	19,000.00	0.00	0.00	19,000.00
	<b>Category: 97 - INTERFUND ACTIVITY Total:</b>	<b>19,000.00</b>	<b>19,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>19,000.00</b>
	<b>Department: 56 - MOTEL TAX Total:</b>	<b>60,900.00</b>	<b>60,900.00</b>	<b>0.00</b>	<b>10,700.00</b>	<b>50,200.00</b>
	<b>Fund: 05 - MOTEL TAX FUND Surplus (Deficit):</b>	<b>10,300.00</b>	<b>10,300.00</b>	<b>8,744.56</b>	<b>20,145.55</b>	

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	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 10 - CAPITAL IMPROVEMENTS FUND</b>					
<b>Department: 90 - 90</b>					
<b>Category: 96 - INTEREST EARNED</b>					
<a href="#">10-90-9601</a> INTEREST EARNED	20,000.00	20,000.00	75.32	2,937.49	17,062.51
<b>Category: 96 - INTEREST EARNED Total:</b>	<b>20,000.00</b>	<b>20,000.00</b>	<b>75.32</b>	<b>2,937.49</b>	<b>17,062.51</b>
<b>Category: 97 - INTERFUND ACTIVITY</b>					
<a href="#">10-90-9751</a> TRFR F/GENERAL FUND	1,080,000.00	1,080,000.00	0.00	0.00	1,080,000.00
<b>Category: 97 - INTERFUND ACTIVITY Total:</b>	<b>1,080,000.00</b>	<b>1,080,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,080,000.00</b>
<b>Department: 90 - 90 Total:</b>	<b>1,100,000.00</b>	<b>1,100,000.00</b>	<b>75.32</b>	<b>2,937.49</b>	<b>1,097,062.51</b>

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 91 - 91</b>						
<b>Category: 70 - CAPITAL IMPROVEMENTS</b>						
<a href="#">10-91-7014</a>	FY 17 -HOME ELEV GRANT ADM SER	0.00	0.00	5,704.16	525,534.21	-525,534.21
<a href="#">10-91-7016</a>	ELEVATIONS FY 20 GRANT	600,000.00	600,000.00	0.00	0.00	600,000.00
<a href="#">10-91-7037</a>	FIRE STATION GENERATOR	26,250.00	26,250.00	0.00	0.00	26,250.00
<a href="#">10-91-7038</a>	POLICE GENERATOR	17,000.00	17,000.00	0.00	4,084.79	12,915.21
<a href="#">10-91-7054</a>	POOL HOUSE ROOF REPAIR	8,750.00	0.00	0.00	0.00	0.00
<a href="#">10-91-7064</a>	POOL OFFICE REMODEL	0.00	51,100.00	32,917.50	32,917.50	18,182.50
<a href="#">10-91-7066</a>	PLAYGROUND STRUCT/CLARK HENRY	75,000.00	75,000.00	0.00	0.00	75,000.00
<a href="#">10-91-7086</a>	POOL DECKING REFURBISH/TEXTURE	125,000.00	82,650.00	0.00	0.00	82,650.00
<a href="#">10-91-7095</a>	FIRE STATION REMODEL	23,000.00	23,000.00	0.00	0.00	23,000.00
<a href="#">10-91-7103</a>	NEW CITY HALL - CONSTRUCTION	8,000,000.00	8,000,000.00	0.00	0.00	8,000,000.00
<a href="#">10-91-7105</a>	PARK IMPROVEMENTS	50,000.00	50,000.00	0.00	0.00	50,000.00
<a href="#">10-91-7107</a>	PARK MASTER PLAN	0.00	0.00	0.00	13,320.00	-13,320.00
<a href="#">10-91-7117</a>	GOLF COURSE IRRIGATION PROJECT	0.00	350,000.00	0.00	0.00	350,000.00
<a href="#">10-91-7120</a>	290 EXPANSION	0.00	0.00	2,800.00	9,080.00	-9,080.00
<a href="#">10-91-7125</a>	NEW CITY HALL ENG & ARCHITECT	0.00	0.00	12,242.20	12,242.20	-12,242.20
<a href="#">10-91-7127</a>	NEW TAYLOR BLDG CONSTRUCTION	0.00	0.00	0.00	7,425.00	-7,425.00
<a href="#">10-91-7130</a>	FACILITIES IMPROVEMENT	50,000.00	50,000.00	0.00	0.00	50,000.00
<a href="#">10-91-7134</a>	STREET PANELS REPLACEMENT (2)	105,000.00	105,000.00	15,572.00	95,817.00	9,183.00
<a href="#">10-91-7136</a>	GATEWAY ENTRANCE	0.00	0.00	7,125.00	159,632.21	-159,632.21
<b>Category: 70 - CAPITAL IMPROVEMENTS Total:</b>		<b>9,080,000.00</b>	<b>9,430,000.00</b>	<b>76,360.86</b>	<b>860,052.91</b>	<b>8,569,947.09</b>
<b>Department: 91 - 91 Total:</b>		<b>9,080,000.00</b>	<b>9,430,000.00</b>	<b>76,360.86</b>	<b>860,052.91</b>	<b>8,569,947.09</b>
<b>Fund: 10 - CAPITAL IMPROVEMENTS FUND Surplus (Deficit):</b>		<b>-7,980,000.00</b>	<b>-8,330,000.00</b>	<b>-76,285.54</b>	<b>-857,115.42</b>	
<b>Total Surplus (Deficit):</b>		<b>-7,013,387.55</b>	<b>-7,813,653.77</b>	<b>-673,828.81</b>	<b>3,799,729.92</b>	

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Group Summary

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 01 - GENERAL FUND</b>					
<b>Department: 10 - 10</b>					
72 - PROPERTY TAXES	6,564,473.76	6,564,473.76	59,483.90	6,430,263.36	134,210.40
75 - OTHER TAXES	6,325,000.00	6,325,000.00	409,281.23	3,653,392.27	2,671,607.73
80 - FINES WARRANTS & BONDS	1,018,000.00	1,018,000.00	60,244.39	422,585.33	595,414.67
85 - FEE & CHARGES FOR SERVICE	365,750.00	365,750.00	28,794.28	166,099.58	199,650.42
90 - LICENSES & PERMITS	149,700.00	149,700.00	17,622.19	98,074.99	51,625.01
96 - INTEREST EARNED	100,000.00	100,000.00	164.73	4,921.82	95,078.18
97 - INTERFUND ACTIVITY	2,492,060.70	2,492,060.70	0.00	0.00	2,492,060.70
98 - MISCELLANEOUS REVENUE	331,100.00	331,100.00	2,975.45	111,940.86	219,159.14
99 - OTHER AGENCY REVENUES	90,000.00	90,000.00	56,410.19	520,384.80	-430,384.80
<b>Department: 10 - 10 Total:</b>	<b>17,436,084.46</b>	<b>17,436,084.46</b>	<b>634,976.36</b>	<b>11,407,663.01</b>	<b>6,028,421.45</b>

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Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 11 - ADMINISTRATIVE SERVICE</b>					
30 - SALARIES, WAGES, & BENEFITS	585,903.31	585,903.31	62,137.00	312,578.51	273,324.80
35 - SUPPLIES	14,350.00	14,350.00	69.94	6,082.61	8,267.39
45 - MAINTENANCE	2,000.00	2,000.00	0.00	0.00	2,000.00
50 - SERVICES	75,251.00	75,251.00	2,020.05	23,720.51	51,530.49
54 - SUNDRY	16,000.00	16,000.00	1,890.63	5,883.31	10,116.69
60 - OTHER SERVICES	300.00	300.00	0.00	0.00	300.00
97 - INTERFUND ACTIVITY	4,500.00	4,500.00	0.00	0.00	4,500.00
<b>Department: 11 - ADMINISTRATIVE SERVICE Total:</b>	<b>698,304.31</b>	<b>698,304.31</b>	<b>66,117.62</b>	<b>348,264.94</b>	<b>350,039.37</b>

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Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 12 - LEGAL/OTHER SERVICES</b>					
30 - SALARIES, WAGES, & BENEFITS	250.00	250.00	19.79	224.95	25.05
50 - SERVICES	2,172,000.00	2,172,000.00	0.00	484,189.39	1,687,810.61
55 - PROFESSIONAL SERVICES	135,000.00	135,000.00	20,088.06	53,475.10	81,524.90
60 - OTHER SERVICES	114,990.00	114,990.00	0.00	120,209.53	-5,219.53
97 - INTERFUND ACTIVITY	1,426,266.14	1,426,266.14	0.00	0.00	1,426,266.14
<b>Department: 12 - LEGAL/OTHER SERVICES Total:</b>	<b>3,848,506.14</b>	<b>3,848,506.14</b>	<b>20,107.85</b>	<b>658,098.97</b>	<b>3,190,407.17</b>

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Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 13 - INFO TECHNOLOGY</b>					
30 - SALARIES, WAGES, & BENEFITS	339,478.67	339,478.67	38,314.94	185,313.00	154,165.67
35 - SUPPLIES	3,050.00	3,050.00	239.62	727.22	2,322.78
45 - MAINTENANCE	219,278.00	219,278.00	7,434.08	91,249.65	128,028.35
50 - SERVICES	37,070.00	37,070.00	651.02	11,490.26	25,579.74
55 - PROFESSIONAL SERVICES	45,000.00	45,000.00	0.00	7,294.00	37,706.00
65 - CAPITAL OUTLAY	59,000.00	59,000.00	18,444.00	18,895.00	40,105.00
97 - INTERFUND ACTIVITY	48,775.00	48,775.00	0.00	0.00	48,775.00
<b>Department: 13 - INFO TECHNOLOGY Total:</b>	<b>751,651.67</b>	<b>751,651.67</b>	<b>65,083.66</b>	<b>314,969.13</b>	<b>436,682.54</b>

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Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 14 - PURCHASING</b>					
35 - SUPPLIES	20,000.00	20,000.00	1,938.76	9,072.27	10,927.73
50 - SERVICES	3,000.00	3,000.00	0.00	1,336.50	1,663.50
<b>Department: 14 - PURCHASING Total:</b>	<b>23,000.00</b>	<b>23,000.00</b>	<b>1,938.76</b>	<b>10,408.77</b>	<b>12,591.23</b>

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Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 15 - ACCOUNTING SERVICES</b>					
30 - SALARIES, WAGES, & BENEFITS	336,042.91	391,042.91	36,540.25	195,989.03	195,053.88
35 - SUPPLIES	950.00	950.00	0.00	548.86	401.14
45 - MAINTENANCE	150.00	150.00	0.00	0.00	150.00
50 - SERVICES	7,100.00	7,100.00	69.54	1,145.72	5,954.28
54 - SUNDRY	550.00	550.00	0.00	0.00	550.00
55 - PROFESSIONAL SERVICES	27,000.00	27,000.00	18,462.06	30,487.21	-3,487.21
97 - INTERFUND ACTIVITY	1,575.00	1,575.00	0.00	0.00	1,575.00
<b>Department: 15 - ACCOUNTING SERVICES Total:</b>	<b>373,367.91</b>	<b>428,367.91</b>	<b>55,071.85</b>	<b>228,170.82</b>	<b>200,197.09</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 16 - CUSTOMER SERVICE</b>					
30 - SALARIES, WAGES, & BENEFITS	63,809.62	63,809.62	7,406.22	36,184.01	27,625.61
35 - SUPPLIES	500.00	500.00	382.75	398.24	101.76
45 - MAINTENANCE	400.00	400.00	0.00	0.00	400.00
50 - SERVICES	3,000.00	3,000.00	69.54	534.51	2,465.49
55 - PROFESSIONAL SERVICES	68,000.00	68,000.00	0.00	34,261.87	33,738.13
97 - INTERFUND ACTIVITY	375.00	375.00	0.00	0.00	375.00
<b>Department: 16 - CUSTOMER SERVICE Total:</b>	<b>136,084.62</b>	<b>136,084.62</b>	<b>7,858.51</b>	<b>71,378.63</b>	<b>64,705.99</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 19 - MUNICIPAL COURT</b>					
30 - SALARIES, WAGES, & BENEFITS	319,274.97	319,274.97	26,869.08	126,900.97	192,374.00
35 - SUPPLIES	2,300.00	2,300.00	0.00	371.82	1,928.18
45 - MAINTENANCE	500.00	500.00	0.00	0.00	500.00
50 - SERVICES	7,800.00	7,800.00	69.54	674.51	7,125.49
54 - SUNDRY	800.00	800.00	0.00	0.00	800.00
55 - PROFESSIONAL SERVICES	93,450.00	93,450.00	10,650.00	31,250.50	62,199.50
<b>Department: 19 - MUNICIPAL COURT Total:</b>	<b>424,124.97</b>	<b>424,124.97</b>	<b>37,588.62</b>	<b>159,197.80</b>	<b>264,927.17</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 21 - POLICE</b>					
30 - SALARIES, WAGES, & BENEFITS	3,296,625.09	3,296,625.09	353,043.50	1,756,759.47	1,539,865.62
35 - SUPPLIES	127,524.00	127,524.00	14,292.60	65,189.46	62,334.54
45 - MAINTENANCE	25,497.00	23,497.00	280.02	3,347.94	20,149.06
50 - SERVICES	41,249.90	43,249.90	3,250.00	20,744.71	22,505.19
54 - SUNDRY	3,000.00	3,000.00	0.00	346.52	2,653.48
55 - PROFESSIONAL SERVICES	1,800.00	1,800.00	0.00	1,543.21	256.79
60 - OTHER SERVICES	21,740.00	21,740.00	0.00	16,890.30	4,849.70
65 - CAPITAL OUTLAY	13,000.00	13,000.00	0.00	8,000.00	5,000.00
97 - INTERFUND ACTIVITY	16,025.00	16,025.00	0.00	0.00	16,025.00
<b>Department: 21 - POLICE Total:</b>	<b>3,546,460.99</b>	<b>3,546,460.99</b>	<b>370,866.12</b>	<b>1,872,821.61</b>	<b>1,673,639.38</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 23 - COMMUNICATIONS</b>					
30 - SALARIES, WAGES, & BENEFITS	724,485.99	724,485.99	78,638.89	424,403.59	300,082.40
35 - SUPPLIES	13,365.00	13,365.00	0.00	4,152.77	9,212.23
45 - MAINTENANCE	22,050.00	22,050.00	0.00	1,768.91	20,281.09
50 - SERVICES	12,300.00	12,300.00	158.54	5,066.82	7,233.18
60 - OTHER SERVICES	600.00	600.00	0.00	0.00	600.00
97 - INTERFUND ACTIVITY	54,825.00	54,825.00	0.00	0.00	54,825.00
<b>Department: 23 - COMMUNICATIONS Total:</b>	<b>827,625.99</b>	<b>827,625.99</b>	<b>78,797.43</b>	<b>435,392.09</b>	<b>392,233.90</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 25 - FIRE DEPARTMENT</b>					
30 - SALARIES, WAGES, & BENEFITS	1,171,993.75	1,567,259.97	167,670.08	842,305.91	724,954.06
35 - SUPPLIES	163,348.00	163,348.00	7,508.83	90,801.45	72,546.55
45 - MAINTENANCE	41,949.00	41,949.00	6,377.67	29,794.55	12,154.45
50 - SERVICES	44,865.00	44,865.00	1,318.13	14,955.89	29,909.11
54 - SUNDRY	1,299.00	1,299.00	0.00	0.00	1,299.00
55 - PROFESSIONAL SERVICES	54,600.00	54,600.00	2,456.49	20,695.01	33,904.99
65 - CAPITAL OUTLAY	0.00	0.00	0.00	3.49	-3.49
97 - INTERFUND ACTIVITY	524,529.00	524,529.00	0.00	0.00	524,529.00
<b>Department: 25 - FIRE DEPARTMENT Total:</b>	<b>2,002,583.75</b>	<b>2,397,849.97</b>	<b>185,331.20</b>	<b>998,556.30</b>	<b>1,399,293.67</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 30 - PUBLIC WORKS</b>					
30 - SALARIES, WAGES, & BENEFITS	226,446.80	226,446.80	25,137.61	125,885.75	100,561.05
35 - SUPPLIES	4,700.00	4,700.00	0.00	2,645.66	2,054.34
45 - MAINTENANCE	100.00	100.00	0.00	0.00	100.00
50 - SERVICES	4,650.00	4,650.00	69.54	1,323.90	3,326.10
55 - PROFESSIONAL SERVICES	20,000.00	20,000.00	960.00	16,993.31	3,006.69
97 - INTERFUND ACTIVITY	41,125.00	41,125.00	0.00	0.00	41,125.00
<b>Department: 30 - PUBLIC WORKS Total:</b>	<b>297,021.80</b>	<b>297,021.80</b>	<b>26,167.15</b>	<b>146,848.62</b>	<b>150,173.18</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 31 - COMMUNITY DEVELOPMENT</b>					
30 - SALARIES, WAGES, & BENEFITS	370,463.16	370,463.16	29,184.21	206,418.49	164,044.67
35 - SUPPLIES	8,400.00	8,400.00	0.00	1,501.90	6,898.10
50 - SERVICES	13,600.00	13,600.00	69.54	836.71	12,763.29
55 - PROFESSIONAL SERVICES	50,000.00	50,000.00	9,030.00	27,760.00	22,240.00
65 - CAPITAL OUTLAY	600.00	600.00	0.00	583.24	16.76
97 - INTERFUND ACTIVITY	60,830.00	60,830.00	0.00	0.00	60,830.00
<b>Department: 31 - COMMUNITY DEVELOPMENT Total:</b>	<b>503,893.16</b>	<b>503,893.16</b>	<b>38,283.75</b>	<b>237,100.34</b>	<b>266,792.82</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 32 - STREETS</b>					
30 - SALARIES, WAGES, & BENEFITS	283,800.01	283,800.01	28,969.95	128,887.54	154,912.47
35 - SUPPLIES	94,600.00	94,600.00	16,997.18	74,480.54	20,119.46
40 - MAINTENANCE--BLDGS, STRUC	60,000.00	60,000.00	1,781.35	2,564.56	57,435.44
45 - MAINTENANCE	1,000.00	1,000.00	0.00	0.00	1,000.00
50 - SERVICES	204,000.00	204,000.00	11,603.28	75,673.09	128,326.91
55 - PROFESSIONAL SERVICES	21,000.00	21,000.00	1,625.00	3,050.00	17,950.00
97 - INTERFUND ACTIVITY	114,835.00	114,835.00	0.00	0.00	114,835.00
<b>Department: 32 - STREETS Total:</b>	<b>779,235.01</b>	<b>779,235.01</b>	<b>60,976.76</b>	<b>284,655.73</b>	<b>494,579.28</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 33 - BUILDING MAINTENANCE</b>					
30 - SALARIES, WAGES, & BENEFITS	111,531.24	111,531.24	11,160.35	51,982.76	59,548.48
35 - SUPPLIES	15,450.00	15,450.00	477.31	3,400.86	12,049.14
40 - MAINTENANCE--BLDGS, STRUC	30,500.00	30,500.00	3,369.75	11,628.14	18,871.86
45 - MAINTENANCE	1,000.00	1,000.00	0.00	130.96	869.04
50 - SERVICES	104,000.00	104,000.00	7,218.46	40,320.56	63,679.44
55 - PROFESSIONAL SERVICES	15,000.00	15,000.00	162.00	576.38	14,423.62
65 - CAPITAL OUTLAY	65,500.00	65,500.00	15,714.62	33,521.25	31,978.75
97 - INTERFUND ACTIVITY	27,320.00	27,320.00	0.00	0.00	27,320.00
<b>Department: 33 - BUILDING MAINTENANCE Total:</b>	<b>370,301.24</b>	<b>370,301.24</b>	<b>38,102.49</b>	<b>141,560.91</b>	<b>228,740.33</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 35 - SOLID WASTE					
55 - PROFESSIONAL SERVICES	466,926.00	466,926.00	40,804.94	222,753.50	244,172.50
<b>Department: 35 - SOLID WASTE Total:</b>	<b>466,926.00</b>	<b>466,926.00</b>	<b>40,804.94</b>	<b>222,753.50</b>	<b>244,172.50</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 36 - FLEET SERVICES</b>					
30 - SALARIES, WAGES, & BENEFITS	186,049.67	186,049.67	21,477.03	107,847.15	78,202.52
35 - SUPPLIES	194,800.00	194,800.00	14,899.45	95,326.78	99,473.22
45 - MAINTENANCE	55,000.00	55,000.00	15,659.09	32,157.44	22,842.56
50 - SERVICES	10,410.00	10,410.00	516.73	2,715.57	7,694.43
54 - SUNDRY	850.00	850.00	33.50	385.75	464.25
65 - CAPITAL OUTLAY	8,500.00	8,500.00	0.00	4,470.92	4,029.08
97 - INTERFUND ACTIVITY	55,640.00	55,640.00	0.00	0.00	55,640.00
<b>Department: 36 - FLEET SERVICES Total:</b>	<b>511,249.67</b>	<b>511,249.67</b>	<b>52,585.80</b>	<b>242,903.61</b>	<b>268,346.06</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 38 - RECREATION</b>					
30 - SALARIES, WAGES, & BENEFITS	156,468.99	156,468.99	12,443.88	59,422.41	97,046.58
35 - SUPPLIES	7,550.00	7,550.00	0.00	4,760.78	2,789.22
45 - MAINTENANCE	500.00	500.00	0.00	2,080.08	-1,580.08
50 - SERVICES	35,400.08	35,400.08	1,033.10	10,950.30	24,449.78
55 - PROFESSIONAL SERVICES	1,500.00	1,500.00	150.00	550.00	950.00
<b>Department: 38 - RECREATION Total:</b>	<b>201,419.07</b>	<b>201,419.07</b>	<b>13,626.98</b>	<b>77,763.57</b>	<b>123,655.50</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 39 - PARKS</b>					
30 - SALARIES, WAGES, & BENEFITS	622,085.71	622,085.71	61,002.14	313,160.79	308,924.92
35 - SUPPLIES	48,000.00	48,000.00	2,108.81	11,189.67	36,810.33
40 - MAINTENANCE--BLDGS, STRUC	22,000.00	22,000.00	545.12	4,431.70	17,568.30
45 - MAINTENANCE	3,500.00	3,500.00	0.00	78.28	3,421.72
50 - SERVICES	6,800.00	6,800.00	69.54	1,396.10	5,403.90
55 - PROFESSIONAL SERVICES	2,000.00	2,000.00	0.00	0.00	2,000.00
65 - CAPITAL OUTLAY	40,000.00	40,000.00	30,205.00	32,903.50	7,096.50
97 - INTERFUND ACTIVITY	43,450.00	43,450.00	0.00	0.00	43,450.00
<b>Department: 39 - PARKS Total:</b>	<b>787,835.71</b>	<b>787,835.71</b>	<b>93,930.61</b>	<b>363,160.04</b>	<b>424,675.67</b>
<b>Fund: 01 - GENERAL FUND Surplus (Deficit):</b>	<b>886,492.45</b>	<b>436,226.23</b>	<b>-618,263.74</b>	<b>4,593,657.63</b>	<b>-4,157,431.40</b>
<b>Fund: 03 - DEBT SERVICE FUND</b>					
<b>Department: 50 - 50</b>					
72 - PROPERTY TAXES	1,498,727.00	1,498,727.00	13,220.65	1,434,396.86	64,330.14
96 - INTEREST EARNED	10,000.00	10,000.00	5.26	120.30	9,879.70
97 - INTERFUND ACTIVITY	88,418.00	88,418.00	0.00	0.00	88,418.00
<b>Department: 50 - 50 Total:</b>	<b>1,597,145.00</b>	<b>1,597,145.00</b>	<b>13,225.91</b>	<b>1,434,517.16</b>	<b>162,627.84</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 51 - DEBT SERVICE</b>					
61 - DEBT SERVICE	1,527,325.00	1,527,325.00	1,250.00	1,391,475.00	135,850.00
<b>Department: 51 - DEBT SERVICE Total:</b>	<b>1,527,325.00</b>	<b>1,527,325.00</b>	<b>1,250.00</b>	<b>1,391,475.00</b>	<b>135,850.00</b>
<b>Fund: 03 - DEBT SERVICE FUND Surplus (Deficit):</b>	<b>69,820.00</b>	<b>69,820.00</b>	<b>11,975.91</b>	<b>43,042.16</b>	<b>26,777.84</b>
<b>Fund: 05 - MOTEL TAX FUND</b>					
<b>Department: 55 - 55</b>					
75 - OTHER TAXES	70,000.00	70,000.00	8,741.03	30,745.22	39,254.78
96 - INTEREST EARNED	1,200.00	1,200.00	3.53	100.33	1,099.67
<b>Department: 55 - 55 Total:</b>	<b>71,200.00</b>	<b>71,200.00</b>	<b>8,744.56</b>	<b>30,845.55</b>	<b>40,354.45</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 56 - MOTEL TAX</b>					
50 - SERVICES	41,900.00	41,900.00	0.00	10,700.00	31,200.00
97 - INTERFUND ACTIVITY	19,000.00	19,000.00	0.00	0.00	19,000.00
<b>Department: 56 - MOTEL TAX Total:</b>	<b>60,900.00</b>	<b>60,900.00</b>	<b>0.00</b>	<b>10,700.00</b>	<b>50,200.00</b>
<b>Fund: 05 - MOTEL TAX FUND Surplus (Deficit):</b>	<b>10,300.00</b>	<b>10,300.00</b>	<b>8,744.56</b>	<b>20,145.55</b>	<b>-9,845.55</b>
<b>Fund: 10 - CAPITAL IMPROVEMENTS FUND</b>					
<b>Department: 90 - 90</b>					
96 - INTEREST EARNED	20,000.00	20,000.00	75.32	2,937.49	17,062.51
97 - INTERFUND ACTIVITY	1,080,000.00	1,080,000.00	0.00	0.00	1,080,000.00
<b>Department: 90 - 90 Total:</b>	<b>1,100,000.00</b>	<b>1,100,000.00</b>	<b>75.32</b>	<b>2,937.49</b>	<b>1,097,062.51</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Department: 91 - 91</b>					
70 - CAPITAL IMPROVEMENTS	9,080,000.00	9,430,000.00	76,360.86	860,052.91	8,569,947.09
<b>Department: 91 - 91 Total:</b>	<b>9,080,000.00</b>	<b>9,430,000.00</b>	<b>76,360.86</b>	<b>860,052.91</b>	<b>8,569,947.09</b>
<b>Fund: 10 - CAPITAL IMPROVEMENTS FUND Surplus (Deficit):</b>	<b>-7,980,000.00</b>	<b>-8,330,000.00</b>	<b>-76,285.54</b>	<b>-857,115.42</b>	<b>-7,472,884.58</b>
<b>Total Surplus (Deficit):</b>	<b>-7,013,387.55</b>	<b>-7,813,653.77</b>	<b>-673,828.81</b>	<b>3,799,729.92</b>	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

**Fund Summary**

Fund	Original	Current	MTD Activity	YTD Activity	Budget
	Total Budget	Total Budget			Remaining
01 - GENERAL FUND	886,492.45	436,226.23	-618,263.74	4,593,657.63	-4,157,431.40
03 - DEBT SERVICE FUND	69,820.00	69,820.00	11,975.91	43,042.16	26,777.84
05 - MOTEL TAX FUND	10,300.00	10,300.00	8,744.56	20,145.55	-9,845.55
10 - CAPITAL IMPROVEMENTS ...	-7,980,000.00	-8,330,000.00	-76,285.54	-857,115.42	-7,472,884.58
<b>Total Surplus (Deficit):</b>	<b>-7,013,387.55</b>	<b>-7,813,653.77</b>	<b>-673,828.81</b>	<b>3,799,729.92</b>	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

CITY OF JERSEY VILLAGE  
PROPERTY TAX COLLECTION REPORT

MARCH 2021

TAX COLLECTION SYSTEM  
 TAX COLLECTOR MONTHLY REPORT  
 FROM 03/01/2021 TO 03/31/2021

INCLUDES AG ROLLBACK

JURISDICTION: 0070 City of Jersey Village

	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----
YEAR 2020	00.723466	7,956,614.42	2,907
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
-----								
2020	7,358,972.22	1,639.30	597,642.20	76,021.50	7,747,687.90	208,926.52	97.37	0.00
2019	143,287.21	1,684.36-	33,584.84-	295.52	75,297.33	34,405.04	68.64	4,561.25-
2018	30,954.15	891.00-	6,580.43-	334.46-	2,830.43-	27,204.15	11.61-	0.00
2017	19,893.01	.00	0.00	0.00	1,786.20	18,106.81	8.98	0.00
2016	12,432.27	.00	0.00	0.00	381.76	12,050.51	3.07	0.00
2015	10,199.59	.00	0.00	0.00	0.00	10,199.59		0.00
2014	8,876.29	.00	0.00	0.00	0.00	8,876.29		0.00
2013	7,716.34	.00	0.00	0.00	0.00	7,716.34		0.00
2012	8,064.75	.00	0.00	0.00	0.00	8,064.75		0.00
2011	9,824.85	.00	0.00	0.00	0.00	9,824.85		0.00
2010	12,507.17	.00	0.00	0.00	0.00	12,507.17		0.00
2009	15,491.16	.00	0.00	0.00	0.00	15,491.16		0.00
2008	2,474.69	.00	0.00	0.00	0.00	2,474.69		0.00
2007	2,898.49	.00	0.00	0.00	0.00	2,898.49		0.00
2006	2,086.72	.00	0.00	0.00	0.00	2,086.72		0.00
2005	1,705.11	.00	0.00	0.00	0.00	1,705.11		0.00
2004	1,110.04	.00	0.00	0.00	0.00	1,110.04		0.00
2003	378.07	.00	0.00	0.00	0.00	378.07		0.00
2002	463.05	.00	0.00	0.00	0.00	463.05		0.00
2001	382.66	.00	0.00	0.00	0.00	382.66		0.00
2000	712.80	.00	0.00	0.00	0.00	712.80		0.00
1999	13.68	.00	0.00	0.00	0.00	13.68		0.00
****	7,650,444.32	936.06-	557,476.93	75,982.56	7,822,322.76	385,598.49		4,561.25-
CURR	7,358,972.22	1,639.30	597,642.20	76,021.50	7,747,687.90	208,926.52		0.00
DELO	291,472.10	2,575.36-	40,165.27-	38.94-	74,634.86	176,671.97		4,561.25-

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

TAX COLLECTION SYSTEM  
 DEPOSIT DISTRIBUTION  
 REVERSALS DETAIL SCHEDULE  
 FROM: 03/01/2021 THRU 03/31/2021  
 JURISDICTION: 70 City of Jersey Village

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2018 RF210304	105-627-000-0020	201811	0.00	0.00	0.00	0.00 28	371.25-	371.25-RF
2018 RF210304	105-627-000-0020	201811	371.25-	0.00	0.00	0.00 28	371.25	0.00 RF
2018 RF210304	107-441-000-0009	201812	371.25-	0.00	0.00	0.00 28	371.25	0.00 RF
2018 RF210304	107-441-000-0009	201812	0.00	0.00	0.00	0.00 28	371.25-	371.25-RF
2018 RF210304	122-482-002-0011	201812	148.50-	0.00	0.00	0.00 28	148.50	0.00 RF
2018 RF210304	122-482-002-0011	201812	0.00	0.00	0.00	0.00 28	148.50-	148.50-RF
2018 TOTAL			891.00-	0.00	0.00	0.00	0.00	891.00-
2019 RF210305	105-627-000-0020	201911	556.88-	0.00	0.00	0.00 17	556.88	0.00 RF
2019 RF210305	105-627-000-0020	201911	0.00	0.00	0.00	0.00 17	556.88-	556.88-RF
2019 RF210305	107-441-000-0009	201912	556.88-	0.00	0.00	0.00 17	556.88	0.00 RF
2019 RF210305	107-441-000-0009	201912	0.00	0.00	0.00	0.00 17	556.88-	556.88-RF
2019 RF210305	107-454-000-0010	202001	556.87-	0.00	0.00	0.00 17	556.87	0.00 RF
2019 RF210305	107-454-000-0010	202001	0.00	0.00	0.00	0.00 17	556.87-	556.87-RF
2019 RF210305	210-162-890-0000	202001	12.06	0.00	0.00	0.00 17	12.06	0.00 RF
2019 RF210305	210-162-890-0000	202001	0.00	0.00	0.00	0.00 17	12.06-	12.06-RF
2019 RF210305	222-826-360-0000	202001	1.67-	0.00	0.00	0.00 17	1.67	0.00 RF
2019 RF210305	222-826-360-0000	202001	0.00	0.00	0.00	0.00 17	1.67-	1.67-RF
2019 TOTAL			1,684.36-	0.00	0.00	0.00	0.00	1,684.36-
2020 RF210309	082-120-000-0018	202011	0.00	0.00	0.00	0.00 5	260.69-	260.69-RF
2020 RF210309	082-120-000-0018	202011	260.69-	0.00	0.00	0.00 5	260.69	0.00 RF
2020 RF210309	082-121-001-0004	202012	0.00	0.00	0.00	0.00 5	370.93-	370.93-RF
2020 RF210309	082-121-001-0004	202012	370.93-	0.00	0.00	0.00 5	370.93	0.00 RF
2020 RF210309	105-627-000-0020	202101	0.00	0.00	0.00	0.00 5	542.60-	542.60-RF
2020 RF210309	105-627-000-0020	202101	542.60-	0.00	0.00	0.00 5	542.60	0.00 RF
2020 C032920211	105-868-000-0029	202103	387.56-	0.00	34.88-	0.00 0	0.00	422.44-TR
2020 RF210301	107-442-000-0049	202102	0.00	0.00	0.00	0.00 0	1,157.08-	1,157.08-RF
2020 RF210301	107-442-000-0049	202102	1,136.83-	0.00	20.25-	0.00 0	1,157.08	0.00 RF
2020 RF210309	107-448-002-0004	202101	0.00	0.00	0.00	0.00 5	542.60-	542.60-RF
2020 RF210309	107-448-002-0004	202101	542.60-	0.00	0.00	0.00 5	542.60	0.00 RF
2020 RF210301	107-454-000-0007	202102	285.08-	0.00	19.96-	0.00 0	305.04	0.00 RF
2020 RF210301	107-454-000-0007	202102	0.00	0.00	0.00	0.00 0	305.04-	305.04-RF
2020 RF210309	107-454-000-0010	202101	542.60-	0.00	0.00	0.00 5	542.60	0.00 RF
2020 RF210309	107-454-000-0010	202101	0.00	0.00	0.00	0.00 5	542.60-	542.60-RF
2020 RF210309	202-389-740-0000	202101	0.02-	0.00	0.00	0.00 5	0.02	0.00 RF
2020 RF210309	202-389-740-0000	202101	0.00	0.00	0.00	0.00 5	0.02-	0.02-RF
2020 C033020211	223-312-770-0000	202103	1,107.65-	0.00	99.69-	0.00 0	0.00	1,207.34-TR

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

TAX COLLECTION SYSTEM  
 DEPOSIT DISTRIBUTION  
 REVERSALS DETAIL SCHEDULE  
 FROM: 03/01/2021 THRU 03/31/2021  
 JURISDICTION: 70 City of Jersey Village

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
	2020 TOTAL		5,176.56-	0.00	174.78-	0.00	0.00	5,351.34-
	YEAR 2018							
	REFUNDS		891.00-	0.00	0.00	0.00	0.00	891.00-
	RETURNED ITEMS		0.00	0.00	0.00	0.00	0.00	0.00
	TRANSFERS/REVERSALS		0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL		891.00-	0.00	0.00	0.00	0.00	891.00-
	YEAR 2019							
	REFUNDS		1,684.36-	0.00	0.00	0.00	0.00	1,684.36-
	RETURNED ITEMS		0.00	0.00	0.00	0.00	0.00	0.00
	TRANSFERS/REVERSALS		0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL		1,684.36-	0.00	0.00	0.00	0.00	1,684.36-
	YEAR 2020							
	REFUNDS		3,681.35-	0.00	40.21-	0.00	0.00	3,721.56-
	RETURNED ITEMS		0.00	0.00	0.00	0.00	0.00	0.00
	TRANSFERS/REVERSALS		1,495.21-	0.00	134.57-	0.00	0.00	1,629.78-
	TOTAL		5,176.56-	0.00	174.78-	0.00	0.00	5,351.34-
	ALL YEARS							
	REFUNDS		6,256.71-	0.00	40.21-	0.00	0.00	6,296.92-
	RETURNED ITEMS		0.00	0.00	0.00	0.00	0.00	0.00
	TRANSFERS/REVERSALS		1,495.21-	0.00	134.57-	0.00	0.00	1,629.78-
	TOTAL		7,751.92-	0.00	174.78-	0.00	0.00	7,926.70-

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

TAX COLLECTION SYSTEM  
 DEPOSIT DISTRIBUTION  
 SUMMARY OF PAYMENTS AND REVERSALS  
 FROM: 03/01/2021 THRU 03/31/2021  
 JURISDICTION: 70 City of Jersey Village

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
	2018 TOTAL		556.54	0.00	210.88	153.49	0.00	920.91
	2019 TOTAL		1,979.88	0.00	514.19	498.77	0.00	2,992.84
	2020 TOTAL		81,198.06	0.00	2,989.70	0.00	0.00	84,187.76
	TOTAL PAYMENTS		83,734.48	0.00	3,714.77	652.26	0.00	88,101.51
	2018 TOTAL		891.00-	0.00	0.00	0.00	0.00	891.00-
	2019 TOTAL		1,684.36-	0.00	0.00	0.00	0.00	1,684.36-
	2020 TOTAL		5,176.56-	0.00	174.78-	0.00	0.00	5,351.34-
	TOTAL REVERSALS		7,751.92-	0.00	174.78-	0.00	0.00	7,926.70-
	TOTAL FOR UNIT		75,982.56	0.00	3,539.99	652.26	0.00	80,174.81

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

**Tax Collection System**  
**Distribution Report - PROPERTY TAX**  
**For Deposit Dates: 03/01/2021 thru 03/31/2021**

**Jurisdiction 0070 JERSEY VILLAGE**

Year	Levy	Penalty Interest	Attorney	Adjustment Amount	Net Collections	Commissions (Excludes Attorney)	Net Payable	Disbursed to Jurisdiction	Disbursed to Attorneys
2020	76,021.50	2,814.92	0.00	0.00	78,836.42	0.00	78,836.42	78,836.42	0.00
2019	295.52	514.19	498.77	0.00	1,308.48	0.00	1,308.48	809.71	498.77
2018	(334.46)	210.88	153.49	0.00	29.91	0.00	29.91	(123.58)	153.49
Total:	\$75,982.56	\$3,539.99	\$652.26	\$0.00	\$80,174.81	\$0.00	\$80,174.81	\$79,522.55	\$652.26

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

**General Fund**  
**For the period ended April 30, 2021**

Revenue	Adopted Budget	Current Budget	YTD Actual	% of Actual compared to Budget	Projections
Property Taxes	6,564,473.76	6,564,473.76	6,430,263.36	97.96%	6,564,474.76
Electric Franchise Taxes	360,000.00	360,000.00	213,063.47	59.18%	360,000.00
Telephone Franchise	90,000.00	90,000.00	13,633.35	15.15%	90,000.00
Gas Franchise	40,000.00	40,000.00	13,454.46	33.64%	40,000.00
Cable TV Franchise	75,000.00	75,000.00	39,898.67	53.20%	75,000.00
Telecommunication	15,000.00	15,000.00	6,458.48	43.06%	15,000.00
City Sales Tax	3,810,000.00	3,810,000.00	2,235,196.72	58.67%	3,810,000.00
Sales TX-Reduce Property Taxes	1,905,000.00	1,905,000.00	1,116,534.05	58.61%	1,905,000.00
Mixed Drink Tax	30,000.00	30,000.00	15,153.07	50.51%	30,000.00
Fines Warrants & Bonds *	1,018,000.00	1,018,000.00	422,585.33	41.51%	1,018,000.00
Fees & Charge for Services	365,750.00	365,750.00	166,099.58	45.41%	365,750.00
Licenses & Permits	149,700.00	149,700.00	98,074.99	65.51%	149,700.00
Interest Earned	100,000.00	100,000.00	4,921.82	4.92%	20,000.00
Interfund Activity	2,492,060.70	2,492,060.70	0.00	0.00%	2,492,060.70
Misc Revenue	331,100.00	331,100.00	111,940.86	33.81%	331,100.00
Other Agency Revenue	90,000.00	90,000.00	520,384.80	578.21%	600,000.00
Total Revenue	<u>17,436,084.46</u>	<u>17,436,084.46</u>	<u>11,407,663.01</u>	<u>65.43%</u>	<u>17,866,085.46</u>
<b>Expenditures</b>					
Administrative Service	698,304.31	698,304.31	348,264.94	49.87%	698,304.31
Legal/Other Services	3,848,506.14	3,848,506.14	658,098.97	17.10%	3,848,506.14
Info Technology	751,651.67	751,651.67	314,969.13	41.90%	751,651.67
Purchasing	23,000.00	23,000.00	10,408.77	45.26%	23,000.00
Accounting Services	373,367.91	428,367.91	228,170.82	53.27%	373,367.91
Customer Services	136,084.62	136,084.62	71,378.63	52.45%	136,084.62
Municipal Court	424,124.97	424,124.97	159,197.80	37.54%	424,124.97
Police Department	3,546,460.99	3,546,460.99	1,872,821.61	52.81%	3,546,460.99
Communications	827,625.99	827,625.99	435,392.09	52.61%	827,625.99
Fire Department	2,002,583.75	2,397,849.97	998,556.30	41.64%	2,397,849.97
Public Works	297,021.80	297,021.80	146,848.62	49.44%	297,021.80
Community Development	503,893.16	503,893.16	237,100.34	47.05%	503,893.16
Streets	779,235.01	779,235.01	284,655.73	36.53%	779,235.01
Building Maintenance	370,301.24	370,301.24	141,560.91	38.23%	370,301.24
Solid Waste	466,926.00	466,926.00	222,753.50	47.71%	466,926.00
Fleet Services	511,249.67	511,249.67	242,903.61	47.51%	511,249.67
Recreation	201,419.07	201,419.07	77,763.57	38.61%	204,419.07
Parks	787,835.71	787,835.71	363,160.04	46.10%	787,835.71
Total Expenditures	<u>16,549,592.01</u>	<u>16,999,858.23</u>	<u>6,814,005.38</u>	<u>40.08%</u>	<u>16,947,858.23</u>

\* Part of the fines revenue collections is transfer to Court Security and Technology Fund

**Utility Fund**  
**For the period ended April 30, 2021**

	Adopted Budget	Current Budget	YTD Actual	% of Actual compared to Budget	Projections
<b>Revenue</b>					
Fees & Charge for Services	4,635,000.00	4,635,000.00	2,507,355.42	54.10%	4,635,000.00
Interest Earned	10,000.00	10,000.00	1,594.00	15.94%	2,150.00
Interfund Activity	-	-	-		
Miscellaneous Revenue	127,500.00	127,500.00	29,893.75	23.45%	127,500.00
Other Agency Revenue	-	-	-		-
<b>Total Revenue</b>	<b>4,772,500.00</b>	<b>4,772,500.00</b>	<b>2,538,843.17</b>	<b>53.20%</b>	<b>4,764,650.00</b>
<b>Expenditures</b>					
Water & Sewer	3,945,531.92	3,945,531.92	1,442,720.34	36.57%	3,945,531.92
Utility Capital Projects	1,450,000.00	1,450,000.00	4,000.00	0.28%	1,450,000.00
	-	-	-		-
<b>Total Expenditures</b>	<b>5,395,531.92</b>	<b>5,395,531.92</b>	<b>1,446,720.34</b>	<b>26.81%</b>	<b>5,395,531.92</b>

**MONTHLY REPORT – April 2021**  
**JERSEY VILLAGE FIRE DEPARTMENT**

**EMERGENCY RESPONSES**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Fire/County	0	9	4	3									16
Fire/ETJ	1	1	2	3									7
Fire/JV	44	94	41	43									222
EMS/County	0	0	1	0									1
EMS/ETJ	7	0	5	4									16
EMS/JV	57	67	52	64									240
TOTAL	109	171	105	117									502
Transports	41	47	36	44									168
Aid received	0	2	0	0									2
Aid given	2	9	4	3									18

**FIRE INSPECTIONS CONDUCTED**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Inspections	151	112	133	33									429

**PUBLIC EDUCATION COURSES CONDUCTED**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Programs	0	0	0	0									0
Audience	0	0	0	0									0

**FIRE INVESTIGATIONS CONDUCTED**

	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	TOTAL
	0	6	1	1									8

**FIRE MARSHAL ACTIVITY**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Plan Reviews	5	4	1	10									20
Fire Drills	4	1	4	1									10
Knox	3	1	4										8
Inspections	107	74	133	33									347
C of O	3	1	3	1									8
Fire Alarm Inspection	1	0	3	5									9
Fre Sprinkler Inspection	0	0	4	0									4
Hydrant Mapping	6	5	1	1									13
Hydrant Flow Test	1	0	0	0									1
Pre-Plans	11	9	3	0									23
Construction Meetings	3	3	3	6									15
Fire Lane Violations	3	2	3	1									9
Complaints	4	0	5	0									9

**CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021**

APRIL 2021									
Communication Division Monthly Report									
Date	CFS - PD	CFS - FD	911 Phone	10 Digit	License Plate	Driver's License	Criminal History	TCIC Messages	Day Total
1-Apr	57	3	22	110	62	33	0	0	287
2-Apr	43	4	12	87	35	49	5	3	238
3-Apr	41	3	14	123	45	43	2	4	275
4-Apr	30	4	12	138	32	45	8	3	272
5-Apr	26	3	9	99	25	25	0	8	195
6-Apr	46	3	16	75	39	32	1	5	217
7-Apr	62	5	16	214	41	60	10	14	422
8-Apr	58	9	27	170	55	67	6	7	399
9-Apr	41	3	21	113	38	23	1	12	252
10-Apr	63	4	28	86	61	40	0	4	286
11-Apr	42	5	21	64	38	22	0	0	192
12-Apr	49	4	20	136	45	46	1	4	305
13-Apr	56	4	16	125	44	50	4	4	303
14-Apr	38	7	26	129	30	29	0	0	259
15-Apr	43	4	23	127	39	36	2	3	277
16-Apr	48	8	21	128	42	47	3	7	304
17-Apr	41	1	9	138	36	45	3	2	275
18-Apr	72	2	21	64	72	84	4	0	319
19-Apr	39	4	16	146	28	33	2	0	268
20-Apr	45	3	27	145	40	33	3	8	304
21-Apr	63	8	25	164	58	65	2	8	393
22-Apr	47	2	13	96	45	48	1	1	253
23-Apr	22	1	21	105	18	21	1	4	193
24-Apr	28	3	19	84	28	24	2	3	191
25-Apr	30	3	14	104	28	29	3	0	211
26-Apr	62	6	24	95	55	50	1	4	297
27-Apr	78	5	14	142	40	43	1	12	335
28-Apr	49	1	20	99	33	29	3	6	240
29-Apr	48	5	23	116	43	42	3	0	280
30-Apr	48	3	21	176	40	31	1	0	320
<b>Totals</b>	<b>1415</b>	<b>120</b>	<b>571</b>	<b>3598</b>	<b>1235</b>	<b>1224</b>	<b>73</b>	<b>126</b>	<b>8362</b>
<b>Annual Totals</b>	<b>4911</b>	<b>527</b>	<b>2132</b>	<b>15704</b>	<b>4141</b>	<b>3982</b>	<b>264</b>	<b>604</b>	<b>32265</b>

This month we interviewed several candidates for the open dispatcher position. The candidate chosen to move into backgrounds comes to us from CA. Her potential start date is June 14th. CTO Stacy Jones has been working hard on a new training program to include the multitude of changes that have occurred over the last year. She is planning to have it finished before the new dispatcher starts in June.

## Police Department

### Monthly Activity Report

April-2021

ACTIVITY	CURRENT MONTH APRIL	PREVIOUS MONTH MARCH	YTD 2021	TOTAL 2020
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#### PART 1 OFFENSES

Homicide / Manslaughter	0	0	0	0
Sexual Assault	0	0	1	4
Robbery	0	0	1	2
Aggravated Assault	0	0	0	6
Burglary	3	1	9	24
Larceny	14	16	45	117
Motor Vehicle Theft	3	0	14	42
<b>TOTAL PART I</b>	<b>20</b>	<b>17</b>	<b>70</b>	<b>195</b>
<b>TOTAL PART II</b>	<b>4</b>	<b>9</b>	<b>63</b>	<b>397</b>
<b>TOTAL OFFENSES</b>	<b>24</b>	<b>26</b>	<b>133</b>	<b>592</b>

#### ADDITIONAL STATISTICS

FAMILY VIOLENCE	2	7	16	23
D.W.I.	15	10	45	107

FELONY	9	17	59	147
MISDEMEANOR	3	1	12	203
WARRANT ARREST	3	4	25	104
JUVENILE	0	0	1	4
<b>TOTAL ARRESTS</b>	<b>15</b>	<b>22</b>	<b>97</b>	<b>458</b>

#### DISPATCH

CALLS FOR SERVICE	697	602	2592	9362
TRAFFIC STOPS	718	583	2319	8840

#### ACCIDENTS

INJURY	17	12	40	121
NON-INJURY	58	44	221	442
FATALITY	0	0	0	0
<b>TOTAL</b>	<b>75</b>	<b>56</b>	<b>261</b>	<b>563</b>

**Part II Crimes:** are "less serious" offenses and include: Simple Assaults, Forgery/Counterfeiting, Embezzlement/Fraud, Receiving Stolen Property, Weapon Violations, Prostitution, Sex Crimes (except rape), Crimes Against Family/Child, Narcotic Drug Laws, Liquor Laws, Drunkenness, Disturbing the Peace, Disorderly Conduct, Gambling, and DWI.



# Warrant Payment Report

CITY OF JERSEY VILLAGE

5/3/2021 4:27:36 PM

## Warrant Payment Totals For 04/01/2021 - 04/30/2021

Payment Activity Totals:			
Payments	40812.38	Transaction Total	1621
Bonds Applied/Forfeit	1326.8		
Bonds Posted	0		
<b>Total Collected</b>	<b>42139.18</b>		
Pending Bond	0		
Pending Payments	0		
<b>Total Collected</b>	<b>42139.18</b>		
Non-Cash Amt:	50		

Payment Activity Totals By Fees:			
AR-ARREST FEE	265	01-10-8001	53
CCC-CONSOLIDATED COURT COSTS	51	01-0-1213	3
CCC04-CONSOLIDATED COURT FEES	3724	01-0-1213	95
CCC20-CCC 2020	144	01-0-1213	3
CJFC-Civil Justice Fee Court	0.13	01-10-8001	13
CJFS-Civil Justice Fee State	1.17	01-0-1213	13
CMI-CORRECTIONAL MGMT 09/01/01	1	01-0-1213	2
COLAGY-COLLECTION AGENCY FEE	8315.43	01-0-1223	89
CVC-COMP TO VICTIMS OF CRIME FUND	45	01-0-1213	3
DSC-DSC ADMIN FEE (1)	9.9	01-10-8001	1
FA-FUGITIVE APPREHENSION	15	01-0-1213	3
FINE-Fine	5923.96	01-10-8001	46
IDF-Indigent Defense Fee	176	01-0-1213	88
JCD-JUVENILE CRIME & DELINQUENCY	0.25	01-0-1213	1
JCD2-JUV CRIME & DELINQUENCY 9/1/01	1	01-0-1213	2
JCPT2-JUD CT&PERS TRNG FUND 1999	6	01-0-1213	3
JFCI-Judicial Fee City	55.8	01-10-8008	93
JFCT-Judicial Fee State	17	01-0-1214	5
JFCT2-Judicial Fee State	475.2	01-0-1214	88
LMCBSF-Local Building Security Fund	9.8	01-10-8005	2
LMCTF-Local Court Technology Fund	8	01-10-8004	2
LMJF-Local Municipal Jury Fund	0.2	01-10-8008	2
LTPDF-Local Truancy Prevention Fund	10	01-10-8001	2
SE-SPECIAL EXPENSE FEE	2421.23	01-10-8001	11
SEC-MUNICIPAL COURT SECURITY	291	01-10-8005	97
SJRF-STATE JURY FEE	384	01-0-1213	96
STF-STATE TRAFFIC FEE	630	01-0-1213	21
STF19-STATE TRAFFIC FEE	79	01-0-1213	3
TECH-COURT TECHNOLOGY FEE	392	01-10-8004	98
TFC-TFC	72	01-10-8001	24
TITLE7-TRAFFIC FINES	50		2
TITLE7-TRAFFIC FINES	8272.64	01-10-8001	48
TLFTA1-OMNIBASE STATE FEE-DPS	2368	01-0-1226	113
TLFTA2-OMNIBASE FEE	740.4	01-0-1227	118
TLFTA3-OMNIBASE CITY	493.6	01-10-8006	118
TP-CT-JUDICIAL EFFICIENCY FEE	57.5	01-10-8003	23
TPF-TRUANCY PREVENTION FUND	162	01-0-1213	81
TP-L-TIME PAYMENT - LOCAL FEE	230	01-10-8002	23
TPRF-Time Payment Reimbursement Fee	60	01-10-8002	4
TP-S-TIME PAYMENT - STATE FEES	287.5	01-0-1220	23
WRNTFE-WARRANT FEE	5993.47	01-10-8001	106
<b>Report Total</b>	<b>42189.18</b>		<b>1621</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021



# Warrant Payment Report

CITY OF JERSEY VILLAGE

5/3/2021 4:27:36 PM

## Warrant Payment Totals For 04/01/2021 - 04/30/2021

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Payment Activity Totals By Transaction Type:

Applied Bond	1326.8	01-0-1214	49
Non-cash Credit	50	01-0-1214	2
Payment	40812.38	01-0-1214	1570
<hr/>		<hr/>	
Report Total	42189.18		1621

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

## Police Department Open Positions/Recruitment

April 2021

As of April 30, 2021, the Jersey Village Police Department is fully staffed. There are no posted open positions at this time.

No	Last Name	First Name	Req Date	Description of Info Requested	Date Requestor Contacted	Amt	Date of Pick-up or Mailing	Open	Complete	AG Opinion	PROCESS TIME
1	SULLO	SULLO	10/1/2020	LAST 2 WEEKS OF CITATIONS ISSUED			10/6/2020 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 00 HRS 30 MIN
2	LEXUS	NEXUS	10/1/2020	LAST MONTH OF CITATION ISSUED			10/8/2020 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 00 HRS 00 MIN
3	SULLO	SULLO	10/14/2020	LAST 2 WEEKS OF CITATIONS ISSUED			10/20/2020 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 1 HR 00 MIN
4	MORRISON	DOUGLAS	10/14/2020	COPY OF CFS OR REPORT FOR 2014 @ 11011 PLEASANT COLONY # 2421			10/22/2020 VIA EMAIL	NO	YES	NO	00 HRS 20 MIN ACCUM 00 HRS 20 MIN
5	MCGETTRICK	DANIEL	10/19/2020	COPY OF 911 TRANSCRIPT FOR ACCIDENT 20-7572 ON 6/25/2020 @ 259 AM. ALSO COPY OF BWC, OR DASH CAM VIDEO			10/21/2020 VIA EMAIL	NO	NO	YES	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
6	HURD	LARITA	10/21/2020	CFS FOR CASE NUMBER 20-11597			10/21/2020 VIA PU	NO	YES	NO	00 HRS 20 MIN ACCUM 00 HRS 20 MIN
7	SULLO	SULLO	10/26/2020	LAST 2 WEEKS OF CITATIONS ISSUED			11/3/2020 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 1 HRS 30 MIN
8	SHEPHERD	KAMERON	10/27/2020	COPY OF ARREST REPORT 5/24/2020 ON SHEPHERD, KAMERON DOB 10/4/2000 TX ID# 44412662			11/3/2020 VIA EMAIL	NO	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
9	HODGES	ANTHONY	10/28/2020	COPY OF CFS FOR 10/27 CASE 20-14544 BY OFFICER HALL			11/3/2020 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 00 HRS 30 MIN
10	FOGLE	WAYNE	11/3/2020	CRIME STATS FOR 1/2 MILE RADIUS OF 18540 WBSR @ ENERGY CAPITAL FROM 11/1/2019 TO 10/31/2020			11/9/2020 VIA EMAIL	NO	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
11	LEXUS	NEXUS	11/3/2020	LAST MONTH OF CITATION ISSUED			11/3/2020 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 1 HRS 00 MIN
12	KESSLER	WALTER	11/3/2020	COPY OF VIDEO FROM ACCIDENT 20-14395			11/3/2020 VIA PU	NO	YES	NO	00 HRS 20 MIN ACCUM 00 HRS 20 MIN
13	VEGA	RUTH	11/3/2020	COPY OF VIDEO FROM ACCIDENT 20-14395			11/3/2020 VIA PU	NO	YES	NO	00 HRS 20 MIN ACCUM 00 HRS 20 MIN
14	SULLO	SULLO	11/4/2020	LAST 2 WEEKS OF CITATIONS ISSUED			11/9/2020 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 2 HRS 00 MIN
15	OMAR	WARDA	11/4/2020	COPY OF BEARDEN POILCE VIDEO FROM 10/25/2020							2 HRS 00 MIN ACCUM 2 HRS 00 MIN
16	KESHI	ASSOCIATES	11/5/2020	COPY OF PCS REPORT 20-14752				YES	NO	YES	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
17	DEROUEN	BRENDA	11/10/2020	ALL POLICE RECORDS, ARREST RECORDS & COMPLAINTS FOR LARITA MAREI HURD.			11/16/2020 VIA EMAIL	NO	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
18	SULLO	SULLO	11/11/2020	LAST 2 WEEKS OF CITATIONS ISSUED			11/18/2020 VIA PU	NO	YES	NO	00 HRS 30 MIN ACCUM 2 HRS 30 MIN
19	THOMSEN	LAURA	11/12/2020	COPY OF POLICE REPORT AND EMS REPORT FOR A ASSAULT THAT OCCURRED IN 2012			11/16/2020 VIA EMAIL	NO	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
20	MATTHEWS	DONALD	11/16/2020	COPY OF CFS OR REPORT FOR 19-3656 OCCURRED 3/3/2019 @ SAMS CLUB PKLOT			11/16/2020 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 00 HRS 30 MIN
21	BEASLEY	CURT	11/18/2020	NAME OF COMPLAINTANT ON A CITY ORDINANCE VIOLATION OCCURRED ON 11/15/2020 ON WYNDHAM CT/ VILLAGE DR.			11/18/2020 VIA PU	NO	YES	NO	00 HRS 10 MIN ACCUM 00 HRS 10 MIN

22	LEXUS	NEXUS	12/2/2020	LAST MONTH OF CITATION ISSUED			12/2/2020 VIA EMAIL	NO	YES	NO	00 HRS 20 MIN ACCUM 1 HRS 20 MIN
23	SULLO	SULLO	12/2/2020	LAST 2 WEEKS OF CITATIONS ISSUED			12/7/2020 VIA EMAIL	NO	YES	NO	00 HRS 20 MIN ACCUM 3 HRS 00 MIN
24	OSCAR	CRISTOBAL	12/7/2020	COPY OF 20-16508			12/7/2020 VIA PU	NO	YES	NO	00 HRS 30 MIN ACCUM 00 HRS 30 MIN
25	VOSSLER	JAMES	12/8/2020	CFS FOR 8606 WYNDHAM VILLAGE DR FROM 1/1/2000 TO 12/6/2020	SENT EMAIL ON 12/8 & 12/14						00 HRS 30 MIN ACCUM 00 HRS 30 MIN
26	SULLO	SULLO	12/9/2020	LAST 2 WEEKS OF CITATIONS ISSUED	12/17 CANNOT MAKE CONTACT BY EMAIL OR PHONE WILL CLOSE CASE		12/14/2020 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 3 HRS 30 MIN
27	ADAMS	LAW FIRM	12/10/2020	BWC, DASH CAM, PHOTOS TAKEN, WITNESS STATEMENTS, CFS, AUDIO & 911 CALL FOR ACCIDENT 20-16319	12/15 SENT TO AG OFFICE FOR OPINION 3/2/2021 WITHHOLD PER AG OFFICE			NO	NO	YES	2HRS 00 MIN ACCUM 2 HRS 00 MIN
28	SIMMONS	FLETCHER	12/10/2020	COPY OF ACCIDENT, CFS, BWC, DASH CAM, PHOTOS FOR ACCIDENT 20-14694	12/15 SENT TO AG OFFICE FOR OPINION 3/15/2021 WITHHOLD PER AG OFFICE			NO	NO	YES	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
29	SPELL	SHARON	12/14/2020	COPY OF ARREST REPORT DOB 5.9.1972 SPELL, SHARON			12/15/220 VIA EMAIL	NO	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
30	SIMMONS	FLETCHER	12/14/2020	COPY OF BWC, DASHCAM FOR ACCIDENT 20-16176	12/16/2020 SENT TO AG OFFICE FOR OPINION 3/2/2021 WITHHOLD PER AG OFFICE			NO	NO	YES	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
31	SULLO	SULLO	12/16/2020	LAST 2 WEEKS OF CITATIONS ISSUED			12/21/2020 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 4 HRS 00 MIN
32	WILLIAMS	TARA	12/16/2020	COOMplete REPORTS INCLUDING PHOTOS FOR 103 WATERCRESS CIRCLE STARTING FROM 9/2020 TO PRESENT TIME			12/21/2020 VIA EMAIL	NO	YES	NO	2 HRS 30 MIN ACCUM 2 HRS 30 MIN
33	CAMPBELL	RICKY	12/16/2020	COPY OF THEFT REPORT 20-17197	WITHDREEW REQUEST		XXXXX	XXXXXX	XXXXXX	XXXXX	XXXXXXXXXX
34	RESEARCH	WORLD	12/17/2020	COPY OF ALL RECORDS AND BOOKING PHOTO FOR HALEY, MICHELLE DOB 10/29/1980			12/21/2020 VIA EMAIL	NO	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
35	RESEARCH	WORLD	12/17/2020	COPY OF RECORDS AND BOOKING PHOTO FOR LEWIS, CHRISTOPHER DOVE DOB 10/06/1995			12/21/2020 PUBLIC PAGE ONLY	YES	NO	YES	00 HRS 30 MIN ACCUM 2 HRS 30 MIN
36	DORRIAN	DIANA	12/21/2020	ARREST AND JAIL RECORDS FROM THE ARREST OF DANIEL JOHN DORRIAN DOB 12/21/1985	12/21/2020 SENT TO AG OPEN CASE W/HCD AO 2/9/2021 WITHHOLD PER AG LETTER RECEIVED			YES	NO	YES	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
37	SULLO	SULLO	12/24/2021	LAST 2 WEEKS OF CITATIONS ISSUED			1/13/2021 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 4 HRS 30 MIN
38	LEXUS	NEXUS	1/5/2020	LAST MONTH OF CITATION ISSUED			1/13/2021 VIA EMAIL	NO	YE	NO	00 HRS 30 MIN ACCUM 2 HRS 30 MIN
39	PATEL	Rajeshai	12/7/2020	COPY OF REPORTS & VIDEO FROM CASE 20-17500	1/18/2021 SENT TO AG OPEN CASE 2/25/2021 WITHHOLD PER AG OFFICE		1/18/2021 COPY OF AG LETTER TO REQUESTOR	YES	NO	YES	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
40	ELMORE	NICHOLAS	1/13/2021	COPY OF BWC, IN CAR VIDEO FROM ACICENT 20-16884	1/19/2021 SENT TO AG OPEN CASE 2/25/2021 WITHHOLD PER AG OFFICE		1/19/2021 COPY OF AG LETTER TO REQUESTOR	YES	NO	YES	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
41	SULLO	SULLO	1/14/2021	LAST 2 WEEKS OF CITATIONS ISSUED			1/25/2021 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 5 HRS 00 MIN

42	CLARK	FRED	1/14/2021	20-1735 CRASH DATE 2/26/2020 COPY OF BWC & VEH MOUNTED CAMERA RECORDINGS			1/25/2020 VIA EMAIL	NO	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
43	KERMANI	MONA	1/14/2021	BWC POLICY FROM 10/2020			1/25/2020 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 00 HRS 30 MIN
44	HARRISON	KOURI	1/18/2021	COPY OF 2 REPORTS FROM 11111 PLWASANT COLONY # 906. REPORTS OCCURDED LAST 4 MONTHS			1/19/2020 VIA EMAIL	NO	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
45	PULLIAM	JUSTIN	1/20/2021	COPY OF CFS 21-775. PHONE CALL RECORDINGS, INCIDENT REPORT			1/28/2020 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 00 HRS 30 MIN
46	WALLACE	JEREMY	1/21/2021	ALL MEDIA/RECORDS OF THE ARREST/DETENTIO OF DAVID & PATRICK BY ZATZKIN, LIMERICK	1/28 SENT TO CITY ATTORNEY TO HANDLE PER AUSTIN 2/3 OLSON & OLSON SENT TO AG OFFICE		2/3/2021	NO	NO	YES	2HRS 00 MIN ACCUM 2 HRS 00 MIN
47	MONKEY	SLYOUT	1/21/2021	COPY OF BWC THAT ZATZKIN WAS WEARING IN THE DETENTION OF DAVID WARDEN. VIDEO LINK ATTACHED	1/28 SENT TO CITY ATTORNEY TO HANDLE PER AUSTIN 2/3 OLSON & OLSON SENT TO AG OFFICE		2/3/2021	NO	NO	YES	2HRS 00 MIN ACCUM 2 HRS 00 MIN
48	ANAYA	SANDRA	1/21/2021	CFS FOR 2020 & 2021 FOR 11011 PC # 501 OR ANY REPORT OF CONTACT WITH EDGARDO ANAYA DOB 10/31/1954 or 11/15/1942			1/21/2021 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 00 HRS 30 MIN
49	WORDEN	DAVID	1/25/2021	COPY OF BWC FROM ZATZKIN FROM 1/20/2021 @ 16000 LAKEVIEW DR. COPY OF ZATZKIN F5 SEPERATION FORM	2/1 SENT TO CITY ATTORNEY TO HANDLE PER AUSTIN 2/3/2021 OLSON & OLSON SENT TO AG OFFICE						
50	BEAZLEY	MARILEE	1/26/20201	COPY OF M. ZATZKIN PERSONEL FILE	2/1 SENT TO CITY ATTORNEY TO HANDLE PER AUSTIN 2/9/2021 OLSON & OLSON SENT TO AG OFFICE						
51	CITIZEN		1/26/2020	THE NAME OF THE DA THAT OFFICER MATZKIN WAS SPEAKING TO WHEN HE WAS GIVEN THE GREEN LIGHT TO ARREST EARL DAVID WORDEN			2/4/2021 VIA EMAIL	NO	YES	NO	00 HRS 10 MIN ACCUM 00 HRS 10 MIN
52	PIMEDA	MARIA	1/27/20221	COPY OF CFS FOR 10/7/2020 @ LONE STAR MALE FELL AND HIT HEAD IN SERVICE DRIVE			1/27/2021 VIA EMAIL	NO	YES	NO	00 HRS 05 MIN ACCUM 00 HRS 05 MIN
53	LEXUS	NEXUS	2/1/2021	LAST MONTH OF CITATION ISSUED			2/4/2021 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 3 HRS 00 MIN
54	SULLO	SULLO	2/2/2021	LAST 2 WEEKS OF CITATIONS ISSUED			2/4/2021 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 5 HRS 30 MIN
55	BEAZLEY	MARILEE	2/4/2021	ANY AND ALL RECORDS RELATED TO HCSO CASE# 1912-01276			2/4/2021 VIA EMAIL	NO	YES	NO	00 HRS 10 MIN ACCUM
56	UNITE	OHIO MEDIA	2/4/2021	COPIES OF DOCUMENTS OF THE ARREST OF DAVID WORDEN, PATRICK ROTH AS WELL AS COMPLAINTS ON FILE AGAINST ZATZKIN & ANY OTHER OFFICER INVVOLED IN THE ARREST. ALL BWC FOOTAGE AND ACCOMPANYING DOCUMENTS	2/4/2021 SENT TO CITY ATTORNEY TO HANDLE 2/19/2021 EMAILED TRELEANA FOR LIMERICK AND GUTZMAN						
57	LAWSON	STEPHANIE	2/4/2021	CFS & PKLOT VIDEO, & AUDIO RECORDINGS OF 20-17456		\$3.00	2/22/2021 VIA PU	YES	NO	YES	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
58	BARBER	RON	2/8/2021	COPY OF PHOTOS/VIDEO ANYTHING THAT WE HAVE FOR BURG TO HOME @ 15713 LAKEVIEW CASE NUMBER 20-0252			2/11/2021 VIA EMAIL	YES RELEA E PER KEELE	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN

59	ZATZKIN	MARK	2/8/2021	ALL DOCUMENTS IN MY PERSONAL FILE.	2/11/2021 SENT COST ESTIMATOR TO REQUESTOR 2/11/2021 REQUESTOR AGREED TO PAY COST OF CD'S		2/22/2021 VIA PU	YES PER LT. KEELE	YES	NO	4 HRS 00 MIN ACCUM 4 HRS 00 MIN
60	MAYES	CHRISTOPHER	2/8/2021	ARREST REPORT FOR HERNANDEZ, CLARA NELI FROM 2/22/1990 CASE# 09-0546	2/11/2021 SENT COST ESTIMATOR TO REQUESTOR 2/12/2021 REQUESTOR APPROVED THE COST		3/8/2021 VIA EMAIL	NO	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
61	LAWSON	BRIAN	2/9/2021	COPY OF BWC OF ALL 3 OFFICERS AND 2 WEST SIDE OF STATION OUTSIDE CAMERAS FOR 12/17/2020 BTWN 1945-2030			2/22/2021 VIA PU	NO	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
62	SULLO	SULLO	2/11/2021	LAST 2 WEEKS OF CITATIONS ISSUED			2/23/2021 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 6 HRS 00 MIN
63	HUYNH	LAW FIRM	2/18/2021	20-10219 ACCIDENT 911 RECORDINGS, OTHER DOUCMENTATION			3/4/2021 VIA EMAIL	NO	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
64	SULLO	SULLO	3/1/2021	LAST 2 WEEKS OF CITATIONS ISSUED			3/4/2021 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 6 HRS 30 MIN
65	LEXUS	NEXUS	3/1/2021	LAST MONTH OF CITATION ISSUED			3/4/2021 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 3 HRS 30 MIN
66	HARRIS LAW FIRM	JUSTIN	3/10/2021	COPY OF ARREST OF BURROWS-PENNELLS DOB 11/26/1981 ARREST DATE 1/16/2021 CASE 21-0578			3/16/2021 VIA EMAIL CRRR 7016 0750 0000 5549 9772	NO	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
67	SULLO	SULLO	3/18/2021	LAST 2 WEEKS OF CITATIONS ISSUED			3/24/2021 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 7 HRS 00 MIN
68	SULLO	SULLO	3/25/2021	LAST 2 WEEKS OF CITATIONS ISSUED			4/5/2021 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 7 HRS 30 MIN
69	ROBERTS	MARKLAND LLP	3/25/2021	ANY AND ALL RECORDS FOR ACCIDENT 20-1735.			4/7/2021 VIA EMAIL	NO	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
70	LEXUS	NEXUS	4/5/2021	LAST MONTH OF CITATION ISSUED			4/5/2021 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 4 HRS 00 MIN
71	BASSETT	LAW FIRM	4/5/2021	CRIMINAL RECORD AARON OSTERHOUIT			4/7/2021 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 00 HRS 30 MIN
72	BASSETT	LAW FIRM	4/5/2021	CFS, REPORTS OR OFFENSE REPORT FOR 12500 CASTLEBRIDGE FOR LAST 8 YEARS			4/7/2021 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 1 HRS 00 MIN
73	DRAKE	YOLANDRA	4/5/2021	COPY OF CFS FOR 21-3428			4/5/2021 VIA PU	NO	YES	NO	00 HRS 5 MIN ACCUM 00 HRS 5 MIN
74	US DISTRCT COURT		4/7/2021	COPY OF ARREST RECORD FOR KELLEY, MARGARET (ANN)			4/21/2021 VIA EMAIL	NO	YES	NO	5 HRS 00 MIN ACCUM 5 HRS 00 MIN
75	MANUEL	CHANEKA	4/8/2021	COPY OF ARREST REPORT FROM 2017			4/14/2021 VIA EMAIL	NO	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
76	SULLO	SULLO	4/12/2021	COPY OF LAST 2 WEEKS OF CITATIONS ISSUED			4/26/2021 VIA EMIAL	NO	YES	NO	00 HRS 30 MIN ACCUM 7 HRS 30 MIN
77	PHILLIPS	R.K. LAW FIRM	4/14/2021	COPIES OF 911 FOR ACCIDENT 21-4011 HCSO WORKED FATALITY.	SENT TO AG'S OFFICE. OPEN CASE WITH HCSO		4/26/2021				2 HRS 00 MIN ACCUM 2 HRS 00 MIN
78	MAXIE	MAGAN	4/26/2021	COPY OF 21-3969			4/27/2021 VIA EMAIL	NO	YES	NO	00 HRS 30 MIM ACCUM 00 HRS 30 MIN
79	JACOBS	ALEDRA	4/26/2021	COPY OF 18-19180			4/26/2021 VIA EMAIL	NO	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
80											

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

**CITY OF JERSEY VILLAGE  
MUNICIPAL COURT  
COLLECTIONS 2021**

	CITY PORTION			RESTRICTED FUND				STATE & OMNI & COLLECTIONS	
MONTH	CITY FINES	WARRANT COLLECTION	CITY PORTION OMNI FEES	COURT SEC. FUND	COURT TECH. FEE	JUDICIAL EFF. FEE	CHILD SAFETY	PORTION FEES	TOTAL COLLECTION
Jan	\$39,809.59	\$5,604.03	\$385.07	\$972.17	\$955.89	\$71.17	\$0.00	\$29,193.23	\$76,991.15
Feb	\$44,502.81	\$9,359.24	\$640.00	\$948.10	\$1,023.11	\$105.46	\$25.00	\$36,224.33	\$92,828.05
Mar	\$82,094.37	\$15,940.64	\$1,023.34	\$1,817.32	\$1,937.99	\$186.36	\$0.00	\$65,010.81	\$168,010.83
Apr	\$46,408.00	\$6,843.47	\$553.60	\$1,175.70	\$1,154.29	\$88.50	\$75.00	\$37,197.57	\$93,496.13
May									
June									
July									
Aug									
Sept									
Oct									
Nov									
Dec									
<b>Totals</b>	<b>\$212,814.77</b>	<b>\$37,747.38</b>	<b>\$2,602.01</b>	<b>\$4,913.29</b>	<b>\$5,071.28</b>	<b>\$451.49</b>	<b>\$100.00</b>	<b>\$167,625.94</b>	<b>\$431,326.16</b>





**Municipal Courts**  
**Activity Detail**  
**April 1, 2021 to April 30, 2021**

**100.0 Percent Reporting Rate**  
**1 Reports Received Out of a Possible 1**

**Court: Jersey Village**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

CRIMINAL CASES							
	Traffic Misdemeanors			Non-Traffic Misdemeanors			
	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance	Total
<b>Cases Pending 4/1/2021:</b>							
Active Cases	15,212	221	0	108	1,304	161	17,006
Inactive Cases	17,855	39	0	159	5,700	51	23,804
Docket Adjustments	0	0	0	0	0	0	0
<b>Cases Added:</b>							
New Cases Filed	364	1	0	2	8	0	375
Cases Reactivated	208	1	0	1	64	0	274
All Other Cases Added	0	0	0	0	0	0	0
<b>Total Cases on Docket</b>	<b>15,784</b>	<b>223</b>	<b>0</b>	<b>111</b>	<b>1,376</b>	<b>161</b>	<b>17,655</b>
<b>Dispositions:</b>							
Dispositions Prior to Court Appearance or Trial:							
Uncontested Dispositions	61	1	0	0	2	0	64
Dismissed by Prosecution	219	1	0	1	39	1	261
<b>Total Dispositions Prior to Court Appearance or Trial</b>	<b>280</b>	<b>2</b>	<b>0</b>	<b>1</b>	<b>41</b>	<b>1</b>	<b>325</b>
Dispositions at Court Appearance or Trial:							
Convictions:							
Guilty Plea or Nolo Contendere	5	0	0	0	1	0	6
By the Court	6	0	0	0	0	0	6
By the Jury	0	0	0	0	0	0	0
Acquittals:							
By the Court	0	0	0	0	0	0	0
By the Jury	0	0	0	0	0	0	0
Dismissed by Prosecution	1	0	0	0	1	0	2
<b>Total Dispositions at Court Appearance or Trial</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>14</b>
Compliance Dismissals:							
After Driver Safety Course	28	---	---	---	---	---	28
After Deferred Disposition	59	0	0	0	1	0	60
After Teen Court	0	0	0	0	0	0	0
After Tobacco Awareness Course	---	---	---	---	0	---	0
After Treatment for Chemical Dependency	---	---	---	0	0	---	0
After Proof of Financial Responsibility	6	---	---	---	---	---	6
All Other Transportation Code Dismissals	10	0	0	0	0	0	10
<b>Total Compliance Dismissals</b>	<b>103</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>104</b>
All Other Dispositions	1	0	0	0	0	0	1
<b>Total Cases Disposed</b>	<b>396</b>	<b>2</b>	<b>0</b>	<b>1</b>	<b>44</b>	<b>1</b>	<b>444</b>
<b>Cases Placed on Inactive Status</b>	<b>365</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>92</b>	<b>1</b>	<b>460</b>
<b>Cases Pending 4/30/2021:</b>							
Active Cases	15,023	221	0	108	1,240	159	16,751
Inactive Cases	18,012	38	0	160	5,728	52	23,990
<b>Show Cause and Other Required Hearings Held</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>
<b>Cases Appealed:</b>							
After Trial	0	0	0	0	0	0	0
Without Trial	0	0	0	0	0	0	0

**Municipal Courts**  
**Activity Detail**  
**April 1, 2021 to April 30, 2021**  
**100.0 Percent Reporting Rate**  
**1 Reports Received Out of a Possible 1**  
**Court: Jersey Village**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

CIVIL/ADMINISTRATIVE CASES	
	Total
<b>Cases Pending 4/1/2021:</b>	
<i>Active Cases</i>	0
<i>Inactive Cases</i>	0
Docket Adjustments	0
<b>Cases Added:</b>	
New Cases Filed	0
Cases Reactivated	0
All Other Cases Added	0
<b>Total Cases on Docket</b>	<b>0</b>
<b>Dispositions:</b>	
Uncontested Civil Fines or Penalties	0
Default Judgments	0
Agreed Judgments	0
Trial/Hearing by Judge/Hearing Officer	0
Trial by Jury	0
Dismissed for Want of Prosecution	0
All Other Dispositions	0
<b>Total Cases Disposed</b>	<b>0</b>
<b>Cases Placed on Inactive Status</b>	<b>0</b>
<b>Cases Pending 4/30/2021:</b>	
<i>Active Cases</i>	0
<i>Inactive Cases</i>	0
<b>Cases Appealed:</b>	
After Trial	0
Without Trial	0
JUVENILE/MINOR ACTIVITY	
	Total
Transportation Code Cases Filed.....	0
Non-Driving Alcoholic Beverage Code Cases Filed.....	0
Driving Under the Influence of Alcohol Cases Filed.....	0
Drug Paraphernalia Cases Filed.....	0
Tobacco Cases Filed.....	0
Truant Conduct Cases Filed.....	0
Education Code (Except Failure to Attend) Cases Filed.....	0
Violation of Local Daytime Curfew Ordinance Cases Filed.....	0
All Other Non-Traffic Fine-Only Cases Filed.....	0
Transfer to Juvenile Court:	
<i>Mandatory Transfer</i> .....	0
<i>Discretionary Transfer</i> .....	0
Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct).....	0
Held in Contempt by Criminal Court (Fined or Denied Driving Privileges).....	0
Juvenile Statement Magistrate Warning:	
<i>Warnings Administered</i> .....	0
<i>Statements Certified</i> .....	0
Detention Hearings Held.....	0
Orders for Non-Secure Custody Issued.....	0
Parent Contributing to Nonattendance Cases Filed.....	0

**Municipal Courts**  
**Activity Detail**  
**April 1, 2021 to April 30, 2021**

**100.0 Percent Reporting Rate**  
**1 Reports Received Out of a Possible 1**

**Court: Jersey Village**

**ADDITIONAL ACTIVITY**

**CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021**

	<b>Number Given</b>	<b>Number Requests for Counsel</b>
<b>Magistrate Warnings:</b>		
<i>Class C Misdemeanors</i> .....	0	---
<i>Class A and B Misdemeanors</i> .....	0	0
<i>Felonies</i> .....	0	0
		<b>Total</b>
<b>Arrest Warrants Issued:</b>		
<i>Class C Misdemeanors</i> .....		0
<i>Class A and B Misdemeanors</i> .....		0
<i>Felonies</i> .....		0
Capiases Pro Fine Issued .....		634
Search Warrants Issued .....		0
Warrants for Fire, Health and Code Inspections Filed .....		0
Examining Trials Conducted .....		0
Emergency Mental Health Hearings Held .....		0
Magistrate's Orders for Emergency Protection Issued .....		0
Magistrate's Orders for Ignition Interlock Device Issued .....		0
All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond .....		0
Driver's License Denial, Revocation or Suspension Hearings Held .....		0
Disposition of Stolen Property Hearings Held .....		0
Peace Bond Hearings Held .....		0
<b>Cases in Which Fine and Court Costs Satisfied by Community Service:</b>		
<i>Partial Satisfaction</i> .....		0
<i>Full Satisfaction</i> .....		0
Cases in Which Fine and Court Costs Satisfied by Jail Credit .....		0
Cases in Which Fine and Court Costs Waived for Indigency .....		0
Amount of Fines and Court Costs Waived for Indigency .....		\$ 0
<b>Fines, Court Costs and Other Amounts Collected:</b>		
<i>Kept by City</i> .....		\$ 84,012
<i>Remitted to State</i> .....		\$ 9,484
<i>Total</i> .....		\$ 93,496

CITY OF JERSEY VILLAGE  
MUNICIPAL COURT  
COURT ROOM ACTIVITIES

<u>DATE</u>	<u>JUDGE/ PROSECUTOR</u>	<u>TOTAL CASES</u>	<u>NO SHOWED</u>	<u>% TO TOTAL</u>	<u>SHOWED TOTAL</u>	<u>% TO TOTAL</u>	<u>PAYMENT PLAN</u>	<u>% TO TOTAL</u>	<u>DOCKET CLOSED</u>	<u>% TO TOTAL</u>
<u>April 5, 2021</u>	Judge Kisluk	68	7	10%	61	90%	7	11%	21	34%
<u>AM Docket</u>	Marcy McCorvey									
<u>April 5, 2021</u>	Judge Kisluk	37	8	22%	29	78%	4	14%	10	34%
<u>PM Docket</u>	Marcy McCorvey									
<u>April 7, 2021</u>	Judge Kisluk	71	50	70%	21	30%	6	29%	10	48%
<u>AM Docket</u>	Marcy McCorvey									
<u>April 7, 2021</u>	Judge Kisluk	78	63	81%	15	19%	1	7%	6	40%
<u>PM Docket</u>	Marcy McCorvey									
<u>April 12, 2021</u>	Judge Chancia	49	1	2%	48	98%	0	0%	24	50%
<u>AM Docket</u>	Lance Long									
<u>April 12, 2021</u>	No afternoon docket.									
<u>PM Docket</u>										
<u>April 14, 2021</u>	Judge Harris	58	4	7%	54	93%	2	4%	12	22%
<u>AM Docket</u>	Lance Long									
<u>April 14, 2021</u>	Judge Harris	27	2	7%	25	93%	0	0%	9	36%
<u>PM Docket</u>	Lance Long									
<u>April 28, 2021</u>	Judge Chancia	11	6	55%	5	45%	0	0%	1	20%
<u>AM Docket</u>	Lance Long									
<u>April 28, 2021</u>	No afternoon docket.									
<u>PM Docket</u>										
<b>TOTAL</b>		<b>399</b>	<b>141</b>	<b>35%</b>	<b>258</b>	<b>65%</b>	<b>20</b>	<b>8%</b>	<b>93</b>	<b>36%</b>



# Location Listing

CITY OF JERSEY VILLAGE

5/5/2021

## Location Listing By Location

Location Details For Dates From 04/01/2021 To 04/30/2021

Citation #	Location
<b>Ran Stop Sign</b>	
	<b>10</b>
C0063413	Australia St - N
02535	Lakeview Dr - N
02543	Lakeview Dr - N
C0063536	Lakeview Dr - N
02541	Senate Ave - N
C0063429	Senate Ave - N
C0063458	15600 Block Lakeview Dr - N
C0063410	16100 Block Wall St - N
C0063537	3400 Block Solomon St - N
C0063382	7900 Block Senate Ave - N
<b>Speeding</b>	
	<b>9</b>
C0063384	Koester St and Rio Grande Dr
C0063379	Rio Grande Dr - N
C0063381	Rio Grande Dr - N
C0063383	Rio Grande Dr - N
C0063535	16200 Block Jersey Dr - N

02541	8400 Block Rio Grande Dr - N
C0063432	8400 Block Rio Grande Dr - N
C0063594	8400 Block Rio Grande Dr - N
02541	8500 Block Rio Grande Dr - N

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<b>Speeding - School Zone</b>	<b>8</b>
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C0063459	15700 Block Congo Ln - N
C0063403	15800 Block Congo Ln - N
C0063406	15800 Block Congo Ln - N
C0063407	15800 Block Congo Ln - N
C0063414	15800 Block Congo Ln - N
C0063534	15800 Block Congo Ln - N
C0063415	7600 Block Solomon St - N
C0063472	7600 Block Solomon St - N

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<b>Report Totals</b>	<b>27</b>
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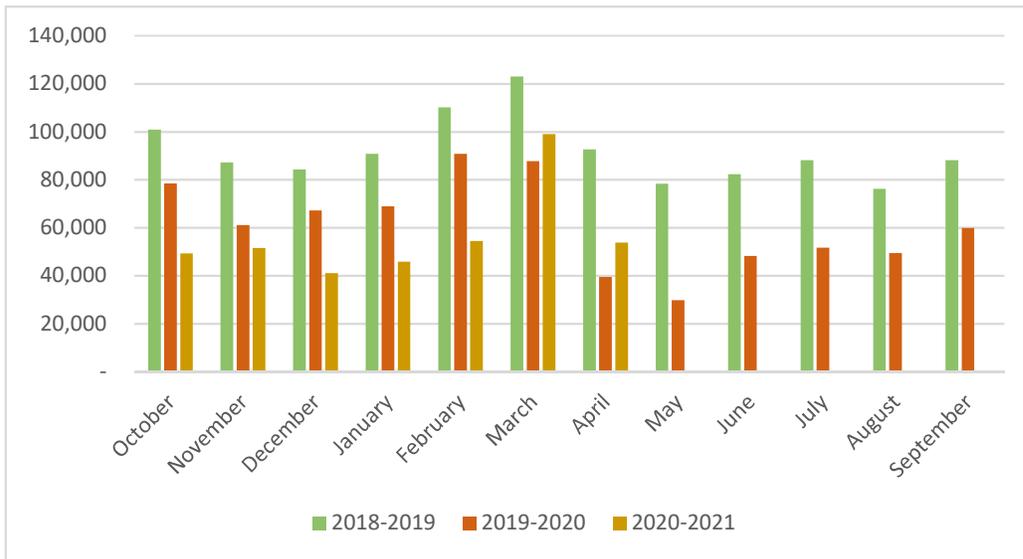
**JERSEY VILLAGE MUNICIPAL COURT ACTIVITY REPORT**

**GENERAL PROCEEDS**

**FY 2018, 2019, 2020**

	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
October	100,832	78,416	49,309
November	87,251	61,065	51,540
December	84,302	67,241	41,041
January	90,781	68,972	45,799
February	110,193	90,758	54,502
March	122,971	87,719	99,058
April	92,606	39,486	53,785
May	78,291	29,873	
June	82,371	48,286	
July	88,193	51,684	
August	76,274	49,447	
September	88,185	59,882	
<b>FY Total</b>	<b><u>\$ 1,102,249</u></b>	<b><u>\$ 732,830</u></b>	<b><u>\$ 395,034</u></b>

Average Per Month      \$    91,854    \$    61,069    \$    56,433





# CITY OF JERSEY VILLAGE, TEXAS

16327 Lakeview Drive, Jersey Village, TX 77040

713-466-2100 (office) 713-466-2140 (fax)

## Public Works Status Report for the Month of April, 2021

### General –

- Winter Storm Debris on Mauna Loa was picked up, storm debris has now concluded.
- Stop signs were added to Australia/Congo and I informed dispatch to monitor the intersection since it is a new sign.
- Car dealer and JV discussing repair invoice. They say our lines are flowing into theirs. Researching.
- Submitted May newsletter submission.
- Public Works webpage has been modified, Thanks Danielle! We created a new **Building Permits** page to make it easier to obtain a Permit and you can schedule inspections on the web now! We also added the **Streets and Sidewalks** page to illustrate out paving plans for 2021. We anticipate adding the sweeper schedule and history next.
- Responding to questions posed by bidders. RFP's were issued for the rehab of the elevated storage towers.
- Attended the NHCRWA Board meeting. They voted on a discounting system for the pumped water during the ice-storm. Details forthcoming.
- Moving ahead with design of Seattle Corridor rehab, construction set for CIP 2022.
- Conducted meeting with Subaru folks on easement to Lift Station. City Manager and attorney have identified a legal instrument that might assist us. We are pursuing.
- Attended construction meeting Thursday for the Berm project. Going well.
- RFP's were issued for the rehab of the elevated storage towers. We are announcing our selection for the award in May.
- MUD 168 working with us on opening the inter-connection, valves broken, CL2 rather than Chloramines. We won't allow our inter-connect to open if the chemicals are not compatible.
- Assisting Parks with a flooding risk around the golf course.
- Budget work, budget retreat consuming a lot of time. Attended Budget Retreat this week.
- Gordon Gibson has left the City as of April 30. We wish him the best after almost 20 years of service to the City.
- WOB meeting this month. We are producing a low bid that beats TOPS plus it adds SCADA for the new pumps at the lift station.
- VW Grant folks have acknowledged receiving all our paperwork. They were waiting on registration and that was sent and rec'd 4/19. They have confirmed the address to which to send the grant funds.
- Bid opening, for Elevated Storage Towers on 4/27. Conducted pre-bid meeting on 4/20 for the rehabilitation. Responding to questions posed by bidders. RFP's were issued for the rehab of the elevated storage towers on 3/31. About 8 vendors have shown interest. The bid analysis is ongoing and expected for May 3 delivery. We received good bids from good companies. We sought a Best Qualified, Low Bid as the award winner.
- Attended Wall St/Berm construction update meeting, 4/22.
- We have 2 managers in Public Works being nominated for their outstanding work during Winter Storm Uri by the National Public Works Week (NPWW) organization.



CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

**Streets –**

- Service Orders - Daily / Weekly
- Scheduled Street Sweeping Tuesday - Thursday
- Congo Australia Stop sign Project completed
- 16222 Koester Meter swap and box relocate
- Sidewalk Emergency Project - Ongoing
- Hurricane readiness (Public Works Streets)
- Each staff member is being assigned a responsibility for specific tasks within the Streets Dept. This is part of our career building, training, accountability and safety initiative. Each Operations Leader is scheduling jobs and developing needed plans for the future.
  - Barry Coppes (Lead) - Heavy Equipment Operations involving Inspection and Safe operation
  - Brandon Keelen - Distribution/Collections Operations involving Meter replacement/repair project
  - Allen Coney - Construction Operations involving Curb and panel replacement projects
- Street sweeping (ongoing). Danielle is developing a map of scheduled sweep passes as well as a map showing where the sweeper has been. We will publish this on the Jersey Village webpage as soon as possible. Thanks to Derrick and Jose for assisting her with the data acquisition!
- Allen Coney's "D" wastewater application is complete and paid and we are waiting on go ahead letter from TCEQ to schedule test.
- Derrick's team is now 100% complete in having the Heavy/small Equipment prepped for the upcoming Hurricane Season. He is working on getting Emergency Preparedness guys signed in since we have a new crew moving forward.
- All Hurricane bldg. lumber will be accessible from City Halls Storage garage.
- Streets has been instructed to keep all their vehicles fueled Hurricane ready per Fleet division advice.
- Sod was laid out in all needed areas around the city.
- About 150' of sidewalks were repaired this month on Singapore. This was not on the schedule but a few panels were moved up in priority due to safety needs. The remainder of the sidewalks will be repaired when the street is rehabilitated in the CIP 2023 budget. Congo is next on the list of sidewalk repairs for 2021. This is being done internally to save money since it is not on an upcoming CIP.
- Speaking to Roel about getting Barry scheduled for his OSHA cert. and his Forklift cert. Roel is handling Safety and Compliance for Public Works and is certified to provide much of our in-house training.
- Reviewed stop sign at Welwyn and Argentina. Ward recommends removing the stop sign and replacing it with a Yield sign.
- Public Works, the City Manager and Chief Riggs discussed and approved a request to add a 4-way stop sign to Congo and Australia.
- Working on Budget
- Brandon passed his 1<sup>st</sup> CDL Driver's test, Congrats! Alan is scheduled to take his 1<sup>st</sup> D exam, Good Luck!
- Monthly Billing / Billing rereads
- Emergency Sidewalk Repair project ongoing
- Sod Replacement in areas of Construction
- Sign and Pole replacement
- Initiating project to touch up Paint for needed Crosswalks
- Hurricane Preparedness, 100%.
- New sidewalk requests are placed on the Future Development list.

**Plants –**

- Roy and his team participated in teaching a class for Cy-Fair this week, trying to educate young minds that Plant Operations is a wonderful career. Congrats Roy and Team!
- Roy is assisting us in working on permit renewal for the WWTP.

- Annual tank inspections will be done in-house and Roy is certified to perform this task and report. We are required to hire consultants every 5 years and are in compliance.
- Each staff member is being assigned a responsibility for specific tasks within the Plants Dept. This is part of our career building, training, accountability and safety initiative. Each Operations Leader is scheduling jobs and developing needed plans for the future.
- Roy has developed project leads for certain programs and routine tasks.
  - Brady – (Lead), runs flushing program, keeps W/WW in compliance, all paperwork and data capture.
  - Jesus – WWTP Operations, maintain waste, water levels and general operations
  - Perry – provides technical services to the team and leads lift stations operations, pump checks and the FOG program.
- Pump and blower down, being replaced/repaired.
- Roy is assisting us in working on permit renewal for the WWTP.
- Annual tank inspections will be done in-house and Roy is certified to perform this task and report. We are required to hire consultants every 5 years and are in compliance.
- Work on the rehabilitation of our elevated storage tanks is out for bid now. Will open bids by end of month.
- Preparing for CYFAIR presentation (April 13,2021)
- Continuing daily Operations
- Continuing daily service calls.
- Working on Budget
- Pump and blower down, being replaced/repaired.

**Fleet –**

- There has been 63 inspections about 10% identify work orders warning us of things about to break.
- We are still working on Fire Truck 3531
- We are waiting on the bidder that won the 2020 Silverado to make the payment. Bidder has not made payment and we are placing back on auction for 7 days.
- We are continuously working on the Auction and the commission of the new vehicles.
- Jose will be working on uploading the receipts for the credit card charges.
- The old generators service agreement we had with Loftin equipment have been canceled. As soon as the 30 days are up, we will sign new agreements with GSI.
- Work orders on-going.
- Jose is working on the budget for next year and the justifications.
- Jose will be signing the new generator service agreement contracts with GSI and get the services schedule for next month.
- Fleet is still working on the commissioning of the new vehicles.
- David is at the DMV taking his CDL exam
- Facility Maintenance will bring their truck tomorrow from 9:30 am to 11:00am to remove the equipment from the old truck and we should have the new truck ready for them in a couple of days.
- Due to the fine work done by Fleet we are actually in a position to make a profit on our used impeccably maintained vehicles.
- Jose got Robert set up on RTA, to help track his golf course equipment.

Jersey Meadow Golf Course  
Monthly Report

<b>FY 2020-2021</b>	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	4199	3833	3206	3215	2280	3783	4087						24603
Tournament Rounds	432	411	259	331	305	440	529						2707
Range buckets	2502	2139	1223	1788	1486	2241	2466						13845
Unearned Revenue	(1,828.70)	-1677.03	-4123.64	2,577.07	2064.97	-958.42	206.90						-3738.85
Star Memberships	2,377.46	2,736.33	5,954.76	7,521.62	1,915.74	4,635.35	3159.33						28,300.59
Green Fees	141,058.90	124,752.60	109,221.89	105,315.36	71,692.37	119,546.11	121,128.32						792,715.55
Tournament Fees	13,045.47	13,682.26	8,298.51	10,179.60	9,200.71	14,142.00	18269.46						86,818.01
Range Fees	17,672.31	16,345.86	11,579.13	15,033.71	11,146.53	19,095.87	20049.84						110,923.25
Club Rental	390.00	400.00	200.00	225.00	275.00	648.00	680.00						2,818.00
Sales of Merchandise	17,709.62	19,202.56	24,247.44	13,485.64	14,168.19	24,726.37	26656.07						140,195.89
Concession Fees	6,097.49	4,843.35	3,944.58	3,819.87	2,830.15	5,123.29	5450.52						32,109.25
Miscellaneous Fees	2,450.00	2,530.00	3,888.25	4,914.50	2,224.50	3,717.50	1762.50						21,487.25
<b>Total Income</b>	<b>198,972.55</b>	<b>182,815.93</b>	<b>163,210.92</b>	<b>163,072.37</b>	<b>115,518.16</b>	<b>190,676.07</b>	<b>197,362.94</b>	-	-	-	-	-	<b>1,211,628.94</b>
Weather Totals	1RO/1CM	2RO/2W/1H	4RO/4W/1H	4RO/9W	7RO/7W	5W/1CM	1RO/4W/1CM						19RO/31W/3CM2H
Income Per Round	\$42.85	\$42.83	\$46.57	\$43.14	\$43.15	\$44.28	\$42.03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.47
<b>FY 2019-2020</b>	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	2822	2566	3505	2388	2490	2854	119	4916	4325	4935	4516	4202	39638
Tournament Rounds	447	418	203	289	384	159	0	148	354	252	314	330	3298
Range buckets	1508	1433	1478	1209	1581	1335	0	2205	1892	2053	2105	2245	19044
Unearned Revenue	400.91	-317.89	-2154.02	888.22	2151.38	-869.36		-1196.43	(2,268.55)	-886.59	-1067.16	-2251.51	-7571.00
Star Memberships	5,042.78	2,178.46	4,127.77	4,402.75	3,400.19	8,901.18		7,176.37	6,040.07	4,346.20	3,191.19	5,543.08	54,350.04
Green Fees	80,370.21	78,523.77	110,211.22	60,955.71	72,572.18	82,188.50	2,954.35	163,982.17	138,989.99	157,398.71	147,675.64	137,051.64	1,232,874.09
Tournament Fees	13,053.96	12,342.40	5,437.16	8,154.89	10,871.77	4,486.89		3,982.41	10,281.47	7,587.12	8,601.62	10,372.60	95,172.29
Range Fees	10,699.65	8,606.44	13,836.14	7,972.55	10,145.66	10,230.65		15,918.29	13,079.70	15,253.98	15,050.54	17,622.61	138,416.21
Club Rental	300.00	320.00	360.00	320.00	575.00	545.00			505.00	525.00	525.00	400.00	4,200.00
Sales of Merchandise	16,110.06	14,074.31	18,896.41	11,981.09	13,269.78	11,835.19	224.37	21,452.21	22,601.63	23,408.83	20,116.55	24,693.77	198,664.20
Concession Fees	3,716.48	3,343.51	3,615.00	3,134.23	3,516.51	3,098.47	94.01	5299.63	4,980.36	5,047.86	5,384.34	5,803.02	47,033.42
Miscellaneous Fees	424.00	1,253.00	675.00	4,824.00	2,533.00	2,230.00	60.00	900.00	940.00	2,467.50	3,445.00	2,735.00	22,486.50
<b>Total Income</b>	<b>130,118.05</b>	<b>120,324.00</b>	<b>155,004.68</b>	<b>102,633.44</b>	<b>119,035.47</b>	<b>122,646.52</b>	<b>3,332.73</b>	<b>217,514.65</b>	<b>195,149.67</b>	<b>214,973.61</b>	<b>202,922.72</b>	<b>201,970.21</b>	<b>1,785,625.75</b>
Weather Totals	4W/2RO/1CM	1W/5RO/1CM/1H	1W/1RO/1H	13W/5RO/0CM	5W/6RO/1CM	5W/1CM/7CVD-19	27 CVD-19	1W/2RO/1CM	1W/3RO/1M	4W/1RO/1M	3W/2RO/1M	1W/3RO/1H	39W/29RO/8CM/4H/34CV
Income Per Round	\$38.14	\$39.70	\$41.27	\$36.36	\$39.49	\$38.04	\$28.01	\$41.77	\$40.90	\$40.78	\$41.57	\$43.84	\$40.50
<b>Fy 2018-2019</b>	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	2389	2319	2117	1993	1873	3241	4169	3196	3346	4392	3809	2770	35614
Tournament Rounds	582	393	299	257	297	367	526	636	682	304	304	331	4978
Range buckets	1265	955	970	1031	1046	1284	1368	1181	1591	1606	1544	1351	15192
Unearned Revenue	-1472.95	-1668.62	-3443.07	1,430.45	60.48	-134.21	504.86	-1359.80	(2,370.72)	-229.23	-201.60	-865.64	(9,750.05)
Star Memberships	2,094.31	1,601.02	3,748.62	2,358.88	1,996.45	6,057.91	5,552.78	3475.34	2,823.76	4,319.36	4,588.93	4,294.91	42,912.27
Green Fees	65,328.60	52,816.14	68,371.79	42,809.31	44,185.56	85,369.39	103,277.89	88751.10	96,727.91	121,034.15	104,445.40	77,863.67	950,980.91
Tournament Fees	17,318.04	11,240.60	7,232.24	6,767.13	7,847.31	11,481.95	16,021.51	17,097.50	21,215.16	8,816.48	9,044.27	10,591.82	144,674.01
Range Fees	6,576.03	4,475.29	9,669.19	5,207.18	6,205.01	7,889.27	7,087.90	5,831.73	7,207.86	9,019.33	8,733.55	7,613.81	85,516.15
Club Rental	624.66	325.00	200.00	300.00	240.00	220.00	500.00	480.00	660.00	440.00	260.00	280.00	4,529.66
Sales of Merchandise	15,603.17	12,923.62	11,727.68	7,095.43	14,064.14	14,104.40	20,214.49	19,090.89	21,910.22	18,239.02	22,489.56	16,744.87	194,207.49
Concession Fees	4,576.77	3,087.86	2,869.59	2,652.55	2,637.97	4,628.91	4,886.33	4,433.14	4,587.18	4,734.94	4,221.99	3,379.30	46,696.53
Miscellaneous Fees	1,236.00	258.00	723.00	2,475.00	1,538.94	3,071.00	1,389.00	670.00	1,019.00	570.00	605.00	590.00	14,144.94
<b>Total Income</b>	<b>\$111,884.63</b>	<b>85,058.91</b>	<b>101,099.04</b>	<b>71,095.93</b>	<b>78,775.86</b>	<b>132,688.62</b>	<b>159,434.76</b>	<b>138,469.90</b>	<b>153,780.37</b>	<b>166,944.05</b>	<b>154,187.10</b>	<b>120,492.74</b>	<b>\$1,473,911.91</b>
Weather Totals	7W / 3RO	11W/4RO/1H	11W/2RO/1H	15W/3RO	10W/3RO	5W	7W	6W/1RO/1CM	6W/2RO	2W/1CM	4W	5W/3RO/1CM	89W/21RO3CM/2H
Income Per Round	\$37.45	\$31.39	\$41.72	\$29.91	\$35.35	\$35.13	\$32.67	\$35.58	\$38.07	\$34.68	\$36.42	\$37.75	\$35.49

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Jersey Meadow Golf Course  
Monthly Report

FY 2017 - 2018													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	3,102	3,070	2,024	1,729	1,589	3470	3759	3530	3086	3,189	3,797	2,067	34,412
Tournament Rounds	555	369	275	317	262	374	449	585	491	307	319	228	4,531
Range buckets	1,391	1,398	770	895	787	1696	1884	1508	1322	1,280	1,359	852	15,142
Unearned Revenue			-24.63	967.27	-639.7	-367.01	-218.17	-1096.72	-349.85	-1530.91	-278.61	-431.73	-3970.06
Star Memberships	1,083.00	1,075.00	1,177.43	886.16	1,747.32	3,162.05	4,582.19	2,639.33	3,504.48	3,017.77	3,433.05	1038.59	27,346
Green Fees	76,440.71	83,616.18	56,482.97	41,148.61	34,012.15	92,628.33	105,731.34	97,318.89	89,853.79	88,257.01	94,600.16	54,390.33	914,480
Tournament Fees	15,749.55	10,763.90	8,833.94	9,282.22	6,489.84	10,364.94	13,093.08	16,466.79	15,368.94	9,305.25	9,077.39	7,464.76	132,261
Range Fees	6,820.25	7,163.03	5,664.41	4,636.80	4,335.16	10,101.88	9,859.66	9,101.61	7,509.12	7,112.74	7,161.08	4,782.61	84,248
Club Rental	150.00	555.00	430.00	230.00	60.00	420.00	524.66	280.00	460.00	475.52	380.00	200.00	4,165
Sales of Merchandise	16,065.54	15,566.43	10,147.15	8,019.54	10,197.37	17,132.64	16,095.62	18,707.26	14,255.38	15,682.44	14,648.24	9,488.43	166,006
Concession Fees	4,070.46	4,003.81	2,587.61	2,170.15	1,979.37	4,541.22	4,790.23	5,333.66	4,121.71	3,529.24	4,120.95	2,579.58	43,828
Miscellaneous Fees	653.99	210.00	795.00	2,745.00	1,710.00	1,665.00	1,035.00	690.00	490.00	480.00	525.00	190.00	11,189
<b>Total Income</b>	<b>\$121,033.50</b>	<b>\$122,953.35</b>	<b>\$86,093.88</b>	<b>\$70,085.75</b>	<b>\$59,891.51</b>	<b>\$139,649.05</b>	<b>\$155,493.61</b>	<b>\$149,440.82</b>	<b>\$135,213.57</b>	<b>\$126,329.06</b>	<b>\$133,667.26</b>	<b>\$79,702.57</b>	<b>\$1,383,523.99</b>
Weather Totals	5W / 1RO	0	6W/4RO/1H	7W/5RO&ICE	5W / 6RO	IW/IRO/2CM	1 CM	4 W	3W / 3 RO	7W / 1 RO	4W / 1RO	16W / 6 RO	58W/28RO/3CM/1H
<b>Income Per Round</b>	<b>\$32.80</b>	<b>\$35.44</b>	<b>\$36.95</b>	<b>\$33.35</b>	<b>\$31.76</b>	<b>\$35.60</b>	<b>\$35.91</b>	<b>\$35.94</b>	<b>\$36.92</b>	<b>\$35.71</b>	<b>\$31.71</b>	<b>\$34.46</b>	<b>\$34.82</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Jersey Meadow Golf Course  
Monthly Report

FY 2016 - 2017													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	2,521	2,355	1,972	1,584	2,223	2,331	3,281	3,253	2,881	2,835	2,057	3,166	30,459
Tournament Rounds	771	472	325	341	336	549	473	812	517	596	310	517	6,019
Range buckets	1,783	1,256	968	632	991	1,279	1,412	1,263	1,155	1,295	956	1,286	14,276
Star Memberships	2,235.00	1,570.00	25.00	1,029.00	1,510.00	1,024.00	2,221.00	1,144.00	1,219.00	800.00	620.00	555.00	13,952
Green Fees	71,022.49	65,681.11	50,027.42	38,520.25	61,122.97	55,752.79	88,247.62	87,096.00	74,742.39	73,059.53	53,137.49	79,790.70	798,201
Tournament Fees	23,727.00	15,666.88	9,089.41	9,620.52	9,547.76	15,065.14	15,118.67	25,088.25	15,155.20	19,660.62	8,650.70	16,188.44	182,579
Range Fees	8,258.92	6,360.11	4,774.40	4,514.09	6,347.68	6,640.74	7,981.02	7,154.62	6,139.70	6,290.14	5,154.24	7,231.26	76,847
Club Rental	340.00	260.00	100.00	125.00	275.00	150.00	475.00	450.00	470.00	425.00	375.00	213.86	3,659
Sales of Merchandise	8,480.22	10,003.82	11,483.44	6,450.19	12,081.93	12,342.40	12,562.48	12,120.38	14,895.60	13,280.56	7,315.30	11,177.14	132,193
Concession Fees	3,607.96	2,907.70	2,282.52	1,852.88	2,529.79	3,058.07	4,267.45	4,599.10	3,209.21	5,744.57	2,244.09	3,790.50	40,094
Miscellaneous Fees	60.00	722.47	219.00	5,601.50	1,621.00	1,773.00	1,123.32	540.00	345.00	300.00	390.00	225.00	12,920
<b>Total Income</b>	<b>\$117,731.59</b>	<b>\$103,172.09</b>	<b>\$78,001.19</b>	<b>\$67,713.43</b>	<b>\$95,036.13</b>	<b>\$95,806.14</b>	<b>\$131,996.56</b>	<b>\$138,192.35</b>	<b>\$116,176.10</b>	<b>\$119,560.42</b>	<b>\$77,886.82</b>	<b>\$119,171.90</b>	<b>\$1,260,444.72</b>
Weather Totals	2 W	5 W/1CM/1H	4 W/2RO/1H	3 W/7RO	6W/1CM/1RO	3W/5RO/1CM	2W/1CM/3RO	3W/1CM	4W/1CM/2RO	4W/1RO/2CM	6W / 5RO	4W/2RO	46W/28RO/8CM/2H
							10 TT				Harvey		10 TT
<b>Income Per Round</b>	<b>\$35.08</b>	<b>\$35.94</b>	<b>\$33.95</b>	<b>\$34.64</b>	<b>\$36.55</b>	<b>\$32.91</b>	<b>\$34.57</b>	<b>\$33.71</b>	<b>\$33.83</b>	<b>\$34.61</b>	<b>\$32.64</b>	<b>\$32.21</b>	<b>\$34.17</b>
FY 2015 - 2016													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	2,839	2,010	1,964	2,015	2,397	2,561	2,433	2,911	2,591	3,012	1,874	2,215	28,822
Tournament Rounds	89	73	33	857	154	57	428	571	672	428	430	458	3,393
Range buckets	1,045	528	626	857	1,195	1,224	1,152	1,354	1,444	1,484	922	1,132	12,963
Star Memberships	2,320.00	1,840.00	2,160.00	2,720.00	3,200.00	2,880.00	3,120.00	3,195.00	4,105.00	4,720.00	1,680.00	2,765.00	34,705
Green Fees	81,461.98	58,415.91	56,870.74	61,260.67	71,371.18	78,811.81	77,316.60	88,465.87	74,355.72	88,449.72	49,618.51	60,651.53	847,050
Tournament Fees	3,507.47	3,480.00	1,600.50	5,307.31	2,457.42	2,457.42	13,699.36	17,393.71	19,728.37	13,160.39	12,453.56	13,837.02	106,625
Range Fees	6,099.17	3,205.02	3,985.47	4,891.36	7,045.93	6,953.50	7,080.21	6,496.23	6,269.88	7,647.03	4,584.13	6,253.36	70,511
Sales of Merchandise	5,520.79	4,143.21	4,484.56	3,588.10	4,733.45	7,385.19	7,318.89	7,988.63	10,044.66	11,428.74	8,048.85	7,391.68	82,077
Concession Fees	3,615.16	2,390.07	2,115.33	2,117.89	2,454.64	2,951.94	3,371.51	4,035.94	3,650.00	3,548.87	2,127.83	2,529.94	34,909
Miscellaneous Income	3,946.41	1,958.57	2,801.66	1,458.15	3,350.88	2,642.18	797.99	75.00	625.00	4,181.00	165.00	45.00	22,047
<b>Total Income</b>	<b>\$106,470.98</b>	<b>\$75,432.78</b>	<b>\$74,018.26</b>	<b>\$76,036.17</b>	<b>\$97,463.39</b>	<b>\$104,082.04</b>	<b>\$112,704.56</b>	<b>\$127,650.38</b>	<b>\$118,778.63</b>	<b>\$133,135.75</b>	<b>\$78,677.88</b>	<b>\$93,473.53</b>	<b>\$1,197,924.35</b>
Weather Totals	5 rain	7 rain/1 closed	8 rain/1 closed	6 rain	3 rain	5 rain	6 rain/2 closed	1 A/1 RO/5 rain	1 RO/ 6 rain	2 rain	2 RO / 12 rain	5 rain	74 R / 1 A / 4 closed
<b>Income Per Round</b>	<b>\$35.57</b>	<b>\$35.33</b>	<b>\$35.98</b>	<b>\$36.39</b>	<b>\$36.95</b>	<b>\$38.66</b>	<b>\$38.30</b>	<b>\$35.74</b>	<b>\$35.14</b>	<b>\$37.33</b>	<b>\$33.42</b>	<b>\$33.94</b>	<b>\$36.11</b>
FY 2014 - 2015													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	3,309	2,227	1,938	1,741	1,857	2,353	2,787	2,175	2,559	3,101	2,683	2,788	29,518
Tournament Rounds	282	72	9	82	88	122	86	427	282	24	150	40	1,664
Range buckets	1,205	641	514	662	828	747	1,054	570	828	1,119	1,022	1,038	10,228
Star Memberships	2,800.00	1,440.00	2,480.00	3,200.00	3,280.00	3,760.00	4,560.00	4,160.00	5,040.00	5,280.00	3,040.00	3,630.00	42,670
Green Fees	93,432.44	65,090.39	52,482.91	50,493.14	55,649.84	67,830.42	82,135.12	69,453.93	73,951.39	89,770.24	79,091.67	82,386.10	861,768
Tournament Fees	11,123.00	2,937.00	387.00	3,529.00	3,129.71	4,620.00	4,300.00	13,300.96	8,646.00	1,212.00	5,491.00	2,000.00	60,676
Range Fees	7,330.62	3,963.32	3,113.21	3,748.13	5,169.54	4,715.30	6,622.06	3,757.32	5,067.31	6,489.92	5,983.85	6,385.83	62,346
Sales of Merchandise	7,737.66	6,531.42	5,201.81	3,940.79	3,821.79	5,315.21	6,723.45	6,429.09	7,312.73	6,651.59	6,020.07	8,047.46	73,733
Concession Fees	5,320.35	2,303.14	1,699.47	1,673.08	2,006.87	2,573.29	3,161.08	3,508.66	2,945.26	3,050.58	2,780.99	2,863.49	33,886
Miscellaneous Income	6,978.24	1,694.18	3,203.26	2,857.26	3,025.80	2,979.57	3,634.69	3,312.38	5,031.37	9,249.57	3,373.41	6,628.33	51,968
<b>Total Income</b>	<b>\$134,722.31</b>	<b>\$83,959.45</b>	<b>\$68,567.66</b>	<b>\$69,441.40</b>	<b>\$76,083.55</b>	<b>\$91,793.79</b>	<b>\$111,136.40</b>	<b>\$103,922.34</b>	<b>\$107,994.06</b>	<b>\$121,703.90</b>	<b>\$105,780.99</b>	<b>\$111,941.21</b>	<b>\$1,187,047.06</b>
Weather Totals	3 rain	8 rain/1 closed	8 rain/1 closed	15 weather days	8 weather days	9 rain	8 rain	14 rain	7 rain	1 rain	4 rain	8 rain	93/2
<b>Income Per Round</b>	<b>\$36.74</b>	<b>\$35.89</b>	<b>\$33.94</b>	<b>\$36.34</b>	<b>\$37.43</b>	<b>\$35.57</b>	<b>\$37.10</b>	<b>\$38.34</b>	<b>\$36.24</b>	<b>\$37.26</b>	<b>\$36.27</b>	<b>\$38.30</b>	<b>\$36.70</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Jersey Meadow Golf Course  
Monthly Report

FY 2013 - 2014													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	2,915	2,352	2,125	2,234	2,158	2,914	3,457	3,175	3,344	3,457	3,350	2,749	34,230
Tournament Rounds	178	75	0	30	30	95	246	363	203	13	17	44	1,294
Range buckets	1,088	698	720	912	900	842	1,506	1,307	1,212	1,018	1,024	901	12,128
Star Memberships	3,120.00	4,390.00	3,330.00	6,640.00	3,840.00	5,120.00	4,240.00	4,710.00	7,310.00	3,440.00	3,440.00	3,280.00	52,860
Green Fees	78,645.99	63,957.07	54,503.69	59,507.83	61,185.05	83,182.58	100,859.16	89,579.55	95,691.73	97,238.07	97,159.65	76,287.19	957,798
Tournament Fees	6,989.00	2,680.43	0.00	1,316.00	1,209.00	2,534.96	9,242.34	12,779.32	7,574.00	585.00	765.00	1,778.00	47,453
Range Fees	6,647.62	4,336.49	4,162.33	5,026.01	5,483.68	5,532.44	9,420.71	8,235.84	7,269.11	6,702.15	6,660.53	5,748.74	75,226
Sales of Merchandise	6,732.73	4,941.18	4,868.91	3,557.24	4,717.04	7,505.23	9,270.66	8,478.68	7,672.13	7,363.93	7,248.10	5,954.23	78,310
Concession Fees	4,015.08	2,590.27	1,934.64	2,341.60	2,520.77	3,237.75	4,575.36	4,251.76	4,177.83	3,535.74	3,767.37	3,083.69	40,032
Miscellaneous Income	6,106.08	3,660.45	5,745.04	3,590.43	3,913.54	6,608.67	8,326.80	7,177.72	7,189.39	10,967.77	8,019.90	6,743.05	78,049
<b>Total Income</b>	<b>\$112,256.50</b>	<b>\$86,555.89</b>	<b>\$74,544.61</b>	<b>\$81,979.11</b>	<b>\$82,869.08</b>	<b>\$113,721.63</b>	<b>\$145,935.03</b>	<b>\$135,212.87</b>	<b>\$136,884.19</b>	<b>\$129,832.66</b>	<b>\$127,060.55</b>	<b>\$102,874.90</b>	<b>\$1,329,727.02</b>
Weather Totals	6 rain	8 rain/1 closed	10 rain/1 closed	9 rain & freeze	12 weather days	8 rain/ice	2 rain	6 rain	6 rain	4 Rain	3 rain	7 rain	81/2
<b>Income Per Round</b>	<b>\$35.28</b>	<b>\$33.85</b>	<b>\$33.51</b>	<b>\$33.28</b>	<b>\$36.12</b>	<b>\$36.09</b>	<b>\$38.26</b>	<b>\$36.89</b>	<b>\$36.53</b>	<b>\$36.42</b>	<b>\$36.72</b>	<b>\$35.66</b>	<b>\$35.94</b>
FY 2012 - 2013													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	3,018	2,701	2,244	1,888	2,550	3,207	2,986	3,685	3,335	3,481	3,654	2,915	35,664
Tournament Rounds	252	138	0	156	92	179	440	90	350	0	82	40	1,819
Range buckets	1,225	1,124	943	806	1,180	1,569	1,345	1,471	1,206	1,262	1,355	1,008	14,494
Star Memberships	4,350.00	4,050.00	4,230.00	4,880.00	3,660.00	6,850.00	4,510.00	5,280.00	6,030.00	4,150.00	4,640.00	3,455.00	56,085
Green Fees	86,691.45	77,195.74	66,045.80	50,321.20	74,964.54	94,102.73	89,278.09	100,813.49	94,131.86	98,224.36	100,669.60	78,876.70	1,011,316
Tournament Fees	8,655.62	5,338.38	0.00	4,745.00	2,760.00	2,766.50	15,348.30	3,910.50	12,267.00	0.00	3,755.00	1,350.00	60,896
Range Fees	5,976.93	5,252.15	4,365.00	4,511.84	6,538.66	8,935.26	7,721.35	8,554.73	7,279.42	6,721.38	7,694.45	5,895.41	79,447
Sales of Merchandise	8,211.11	6,279.45	5,291.47	5,096.26	7,156.90	6,303.31	7,527.24	9,687.40	8,406.51	7,139.90	8,140.62	6,834.45	86,075
Concession Fees	4,346.28	3,229.36	2,428.81	2,219.61	2,973.60	3,707.31	4,715.23	4,243.94	4,231.43	3,478.68	3,953.92	3,033.14	42,561
Miscellaneous Income	8,632.04	7,495.90	5,620.06	5,243.28	4,711.82	7,607.33	7,745.64	10,292.53	8,570.49	10,133.72	10,472.34	6,591.64	93,117
<b>Total Income</b>	<b>\$126,863.43</b>	<b>\$108,840.98</b>	<b>\$87,981.14</b>	<b>\$77,017.19</b>	<b>\$102,765.52</b>	<b>\$130,272.44</b>	<b>\$136,845.85</b>	<b>\$142,782.59</b>	<b>\$140,916.71</b>	<b>\$129,848.04</b>	<b>\$139,325.93</b>	<b>\$106,036.34</b>	<b>\$1,429,496.16</b>
Weather Totals	1 rain	2 rain/1 closed	6 rain/1 closed	11 rain	6 rain	1 rain	5 rain	3 rain/2 maint.	1 rain	8 rain	3 rain	4 rain	51/4
<b>Income Per Round</b>	<b>\$37.47</b>	<b>\$36.91</b>	<b>\$37.32</b>	<b>\$35.29</b>	<b>\$37.51</b>	<b>\$36.45</b>	<b>\$38.63</b>	<b>\$36.42</b>	<b>\$36.60</b>	<b>\$36.11</b>	<b>\$36.05</b>	<b>\$34.71</b>	<b>\$36.64</b>
FY 2011 - 2012													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	3,197	2,584	2,384	2,523	1,930	3,094	3,742	3,759	3,335	3,037	3,316	3,149	36,050
Tournament Rounds	252	220	0	71	119	58	456	311	301	115	21	109	2,033
Range buckets	1,348	1,116	979	1,137	689	1,472	1,821	1,605	1,467	927	1,191	1,227	14,979
Star Memberships	3,450.00	2,850.00	3,420.00	4,720.00	3,215.00	5,015.00	6,740.00	5,690.00	4,950.00	3,890.00	4,847.00	3,675.00	52,462
Green Fees	86,961.06	75,789.86	66,383.52	70,031.71	49,635.21	86,204.47	109,812.57	101,462.44	96,117.30	84,902.59	89,724.88	87,838.57	1,004,864
Tournament Fees	6,976.00	8,911.01	0.00	2,125.00	3,870.00	2,446.00	16,031.00	12,603.07	10,326.00	4,672.24	882.00	3,847.00	72,689
Range Fees	6,802.86	5,318.24	4,844.98	5,507.43	3,280.61	7,335.68	9,617.08	7,870.86	7,048.26	5,095.15	5,629.80	6,001.17	74,352
Sales of Merchandise	7,610.47	6,144.44	8,357.47	5,799.85	5,647.97	8,602.16	13,579.42	15,595.32	11,351.62	9,054.05	8,974.84	7,509.52	108,227
Concession Fees	3,829.49	2,640.15	2,549.98	2,739.64	1,954.47	3,838.73	5,659.13	5,245.18	4,728.65	3,673.72	3,812.72	4,014.84	44,687
Miscellaneous Income	7,053.00	6,609.23	8,529.79	7,177.18	8,492.85	9,448.03	10,858.82	11,964.72	14,350.84	8,464.58	10,883.66	10,891.51	114,724
<b>Total Income</b>	<b>\$122,682.88</b>	<b>\$108,262.93</b>	<b>\$94,085.74</b>	<b>\$98,100.81</b>	<b>\$76,096.11</b>	<b>\$122,890.07</b>	<b>\$172,298.02</b>	<b>\$160,431.59</b>	<b>\$148,872.67</b>	<b>\$119,752.33</b>	<b>\$124,754.90</b>	<b>\$123,777.61</b>	<b>\$1,472,005.66</b>
Weather Totals	1 rain	4 rain/1 closed	7 rain/1 closed	6 rain	8 rain	8 rain	3 rain	2 rain/2 maint.	4 rain	10 rain	3 rain	6 rain	62/4
<b>Income Per Round</b>	<b>\$34.57</b>	<b>\$37.59</b>	<b>\$38.03</b>	<b>\$36.00</b>	<b>\$35.57</b>	<b>\$37.40</b>	<b>\$39.44</b>	<b>\$38.02</b>	<b>\$39.58</b>	<b>\$36.76</b>	<b>\$35.93</b>	<b>\$36.86</b>	<b>\$37.27</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Jersey Meadow Golf Course  
Monthly Report

FY 2010 - 2011													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	3,643	2,534.00	2,366.00	2,179.00	2,297.00	3,312.00	3,522.00	3,690.00	3,179.00	3,526	3,029	3,338	36,615
Tournament Rounds	294	68	20	22	77	176	468	193	273	0	30	63	1,684
Range buckets	1,510	1,058	916	888	1274	1876	2048	1770	1257	1,472	1,083	1,135	16,287
Star Memberships	3075.00	2952.50	3835.00	2320.00	3520.00	3860.00	6380.00	6930.00	5710.00	4695.00	4460.00	3375.00	51,113
Green Fees	101,562.24	67,761.92	64,035.46	61,557.60	65,186.16	91,510.28	102,436.44	105,157.54	88,722.13	100,567.92	79,639.48	92,029.90	1,020,167
Tournament Fees	9,094.00	2,664.00	600.00	880.00	2,545.00	6,039.00	17,102.50	7,620.00	9,933.00	0.00	1,330.50	3,087.00	60,895
Range Fees	7,443.85	5,011.14	4,410.23	4,189.24	5,695.23	8,978.85	10,252.89	8,390.40	6,227.00	6,703.44	5,361.79	5,459.55	78,124
Sales of Merchandise	6,734.53	4,917.85	6,226.12	4,002.56	4,432.63	7,361.35	9,508.45	9,991.97	8,419.59	7,303.99	6,060.27	6,186.80	81,146
Concession Fees	3,581.73	1,901.35	1,982.47	1,769.18	1,796.90	3,822.67	4,904.61	4,531.72	3,851.24	3,425.06	2,734.75	3,382.25	37,684
Miscellaneous Income	7,687.65	5,445.04	6,054.75	3,064.49	3,199.22	6,996.28	8,449.28	10,103.68	13,433.44	8,449.96	7,207.17	8,411.14	88,502
<b>Total Income</b>	<b>\$139,179.00</b>	<b>\$90,653.80</b>	<b>\$87,144.03</b>	<b>\$77,783.07</b>	<b>\$86,375.14</b>	<b>\$128,568.43</b>	<b>\$159,034.17</b>	<b>\$152,725.31</b>	<b>\$136,296.40</b>	<b>\$131,145.37</b>	<b>\$106,793.96</b>	<b>\$121,931.64</b>	<b>\$1,417,630.32</b>
Weather Totals	0 rain	5 rain/1 closed	6 rain/2 closed	16 rain	7 rain/freeze	3 rain/close	0 rain	1 rain	1 rain	5 rain	0 rain	4 rain	48/3
<b>Income Per Round</b>	<b>\$34.57</b>	<b>\$33.71</b>	<b>\$34.92</b>	<b>\$34.29</b>	<b>\$34.90</b>	<b>\$35.75</b>	<b>\$38.26</b>	<b>\$37.55</b>	<b>\$37.83</b>	<b>\$35.86</b>	<b>\$33.45</b>	<b>\$34.86</b>	<b>\$35.68</b>
FY 2009 - 2010													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	2,787	2,676	1,560	1,793	1,627	2,733	3,109	3,650	3,115	2,694	3,108	2,819	31,671
Tournament Rounds	176	56	18	50	39	210	630	318	191	106	224	140	2,158
Range buckets	774	1,042	403	577	732	1294	1704	1732	1117	743	1,176	1,028	12,322
Star Memberships	2700.00	2850.00	2325.00	2960.00	3035.00	4750.00	5025.00	5805.00	5885.00	3555.00	4535.00	2805.00	46,230
Green Fees	78,163.14	72,799.20	43,991.37	47,155.91	42,930.20	71,732.46	84,216.76	101,977.53	83,465.56	76,115.18	82,571.47	76,588.52	861,707
Tournament Fees	6,126.00	2,824.80	444.78	2,135.00	1,642.00	6,486.04	21,182.46	11,408.00	6,786.00	2,475.00	5,375.00	4,874.24	71,759
Range Fees	4,345.85	5,197.37	1,815.11	2,687.57	3,608.29	6,477.58	8,578.17	9,026.51	5,391.05	3,714.83	6,032.45	5,152.87	62,028
Sales of Merchandise	4,941.78	5,032.06	5,025.00	5,026.29	3,846.26	7,538.45	10,722.17	10,200.46	7,924.24	7,138.28	8,416.68	6,215.64	82,027
Concession Fees	2,803.45	2,170.75	1,164.27	1,396.99	1,314.78	2,360.74	3,573.23	3,373.94	2,942.60	2,415.79	2,542.38	2,559.23	28,618
Miscellaneous Income	4,127.54	5,618.95	4,115.81	4,023.44	3,989.91	7,178.92	8,167.90	10,002.32	14,955.42	7,893.33	9,647.04	7,796.88	87,517
<b>Total Income</b>	<b>\$103,207.76</b>	<b>\$96,493.13</b>	<b>\$58,881.34</b>	<b>\$65,385.20</b>	<b>\$60,366.44</b>	<b>\$106,524.19</b>	<b>\$141,465.69</b>	<b>\$151,793.76</b>	<b>\$127,349.87</b>	<b>\$103,307.41</b>	<b>\$119,120.02</b>	<b>\$105,992.38</b>	<b>\$1,239,887.19</b>
Weather Totals	12 rain	4 rain/1 closed	16rain/1 closed	12 rain&freeze	9 rain	5 rain	5 rain	3 rain	6 rain	14 rain	3 rain	7 rain	96/2
<b>Income Per Round</b>	<b>\$33.92</b>	<b>\$34.28</b>	<b>\$35.84</b>	<b>\$33.87</b>	<b>\$34.41</b>	<b>\$34.58</b>	<b>\$36.49</b>	<b>\$36.79</b>	<b>\$36.74</b>	<b>\$35.63</b>	<b>\$34.39</b>	<b>\$34.87</b>	<b>\$35.29</b>
FY 2008 - 2009													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	3,073	2,824	2,263	2,903	2,765	3,064	3,454	4,292	3,705	3,492	3,553	2,971	38,359
Tournament Rounds	436	217	40	59	166	172	253	621	222	90	182	274	2,732
Range buckets	1,473	1,336	896	1501	1283	1482	1808	2449	1747	1,442	1,568	1,234	18,219
Star Memberships	3,675.00	2,175.00	2,850.00	3,300.00	3,375.00	2,625.00	4,725.00	5,600.00	4,875.00	4,275.00	3,900.00	3,375.00	44,750
Green Fees	85,378.23	81,782.92	63,107.88	85,114.72	75,556.66	83,037.88	98,381.09	118,199.30	101,442.89	92,519.10	97,926.16	79,959.42	1,062,406
Tournament Fees	16,915.15	8,620.00	1,734.00	1,618.25	5,782.56	5,966.00	7,105.22	24,132.78	9,199.52	3,574.37	3,384.00	11,096.02	99,128
Range Fees	7,543.82	6,492.82	4,726.70	7,260.72	6,467.39	7,234.18	9,423.98	12,183.42	8,925.09	7,124.29	8,068.39	6,298.10	91,749
Sales of Merchandise	7,680.45	5,845.06	5,749.02	6,175.08	7,378.24	7,647.01	8,649.23	9,469.04	9,003.92	7,768.97	8,691.51	6,723.18	90,781
Concession Fees	3,646.01	2,257.19	1,771.73	2,303.93	2,331.45	2,416.99	3,417.68	4,094.73	3,271.77	3,054.93	2,968.04	2,587.46	34,122
Miscellaneous Income	9,671.94	7,325.63	7,825.08	7,667.00	9,325.27	6,641.10	7,269.75	10,287.23	14,040.61	12,834.43	10,524.28	7,107.67	110,520
<b>Total Income</b>	<b>\$134,510.60</b>	<b>\$114,498.62</b>	<b>\$87,764.41</b>	<b>\$113,439.70</b>	<b>\$110,216.57</b>	<b>\$115,568.16</b>	<b>\$138,971.95</b>	<b>\$183,966.50</b>	<b>\$150,758.80</b>	<b>\$131,151.09</b>	<b>\$135,462.38</b>	<b>\$117,146.85</b>	<b>\$1,533,455.63</b>
Weather Totals	4 rain	3 rain/1 closed	5 rain/1 closed	3 rain	4 rain	9 rain	5 rain	0 rain	1 rain	4 rain	3 rain	7 rain	48/2
<b>Income Per Round</b>	<b>\$37.29</b>	<b>\$36.94</b>	<b>\$36.87</b>	<b>\$37.18</b>	<b>\$36.45</b>	<b>\$34.90</b>	<b>\$36.21</b>	<b>\$36.31</b>	<b>\$37.15</b>	<b>\$35.42</b>	<b>\$35.22</b>	<b>\$35.06</b>	<b>\$36.23</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Jersey Meadow Golf Course  
Monthly Report

FY 2007 - 2008													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	3,192	2,480	2,736	2,093	2,660	3,294	3,571	3,931	3,740	3,937	3,454	2,602	37,690
Tournament Rounds	671	239	52	14	136	92	633	403	236	25	22		2,523
Range buckets	1,319	1,048	1046	670	1139	1692	2003	1847	1599	1,598	1,235	1,143	16,339
Star Memberships	1,125.00	1,550.00	1,725.00	2,325.00	3,450.00	7,350.00	3,300.00	5,100.00	6,125.00	7,275.00	4,725.00	3,200.00	47,250
Green Fees	85,660.56	66,972.27	79,060.69	60,368.18	75,060.02	96,735.43	98,765.00	112,642.50	104,126.56	105,197.39	97,231.84	74,327.25	1,056,148
Tournament Fees	20,010.12	8,577.00	1,944.01	626.00	4,597.00	3,000.95	19,915.27	14,606.25	8,681.00	808.25	1,249.00		84,015
Range Fees	6,998.33	5,620.11	5,594.84	3,316.53	5,701.59	8,831.93	10,254.45	10,181.57	8,019.81	7,948.89	6,211.84	5,264.15	83,944
Sales of Merchandise	6,323.97	6,795.17	7,157.44	4,211.03	5,220.90	8,454.32	8,533.52	10,289.47	9,891.12	8,167.06	8,573.44	4,885.10	88,503
Concession Fees	2,720.64	2,116.80	1,881.42	1,429.58	2,044.44	2,845.78	3,576.02	4,247.24	3,361.53	3,120.31	3,078.02	2,131.87	32,554
Miscellaneous Income	3,649.17	3,294.29	2,554.38	2,735.65	4,626.16	4,846.64	11,084.79	12,245.83	14,991.62	10,154.55	10,227.21	6,841.60	87,252
<b>Total Income</b>	<b>\$126,487.79</b>	<b>\$94,925.64</b>	<b>\$99,917.78</b>	<b>\$75,011.97</b>	<b>\$100,700.05</b>	<b>\$132,065.05</b>	<b>\$155,429.05</b>	<b>\$169,312.86</b>	<b>\$155,196.64</b>	<b>\$142,671.45</b>	<b>\$131,296.35</b>	<b>\$96,649.97</b>	<b>\$1,479,664.60</b>
Weather Totals	4 rain	4 rain/1 closed	5 rain/1 closed	9 rain	5 rain	5 rain	1 rain	2 rain	8 rain	6 rain	10 rain	6 closed-like	65/2
<b>Income Per Round</b>	<b>\$32.45</b>	<b>\$34.34</b>	<b>\$35.22</b>	<b>\$34.50</b>	<b>\$34.78</b>	<b>\$36.83</b>	<b>\$36.19</b>	<b>\$37.89</b>	<b>\$37.49</b>	<b>\$34.17</b>	<b>\$36.41</b>	<b>\$35.91</b>	<b>\$35.62</b>
FY 2006 - 2007													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	2,568	2,743	2,148	1,634	2,112	2,933	3,492	3,239	2,647	2,625	2,954	2,977	32,072
Tournament Rounds	831	241			78	167	365	163	506	17	83	354	2,805
Range buckets	852	1,017	619	328	632	1329	1282	1032	828	573	963	1,334	10,789
Star Memberships	825.00	1,125.00	900.00	1,200.00	2,025.00	2,550.00	2,025.00	2,025.00	2,700.00	1,925.00	1,950.00	2,850.00	22,100
Green Fees	75,052.08	77,054.99	61,958.41	46,047.63	56,727.00	82,002.01	99,339.96	89,832.90	74,158.69	70,256.48	77,765.35	86,213.98	896,409
Tournament Fees	26,126.45	8,229.66			2,340.00	5,984.52	12,937.27	5,764.00	18,891.57	544.00	2,336.64	15,028.00	98,182
Range Fees	4,486.00	5,059.11	2,966.69	1,641.14	3,305.97	6,574.96	6,450.73	5,493.95	4,170.50	2,964.69	4,660.35	6,313.05	54,087
Sales of Merchandise	5,756.99	6,144.51	4,545.42	2,018.11	4,485.95	7,001.69	6,762.30	7,439.75	7,492.20	5,128.58	6,279.02	5,522.72	68,577
Concession Fees	2,753.47	1,831.77	849.49	837.97	1,471.62	2,361.81	3,116.86	2,325.47	2,603.71	1,741.09	2,161.42	2,346.82	24,402
Miscellaneous Income	2,861.56	2,584.60	3,755.19	2,290.00	2,423.00	3,468.25	5,474.79	5,195.82	5,667.66	9,645.66	4,445.60	4,146.88	51,959
<b>Total Income</b>	<b>\$117,861.55</b>	<b>\$102,029.64</b>	<b>\$74,975.20</b>	<b>\$54,034.85</b>	<b>\$72,778.54</b>	<b>\$109,943.24</b>	<b>\$136,106.91</b>	<b>\$118,076.89</b>	<b>\$115,684.33</b>	<b>\$92,205.50</b>	<b>\$99,598.38</b>	<b>\$122,421.45</b>	<b>\$1,215,716.48</b>
Weather Totals				15 rain/cold	6 rain/cold	5 rain	3 rain	9 rain	12 rain	15 rain	4 rain	1 rain	
<b>Income Per Round</b>	<b>\$34.43</b>	<b>\$33.82</b>	<b>\$34.49</b>	<b>\$32.33</b>	<b>\$32.31</b>	<b>\$34.64</b>	<b>\$34.76</b>	<b>\$34.11</b>	<b>\$35.83</b>	<b>\$34.17</b>	<b>\$32.15</b>	<b>\$35.90</b>	<b>\$34.22</b>
FY 2005 - 2006													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	3,071	2,326	2,455	2,571	2,094	3,000	3,817	3,241	2,760	2,838	3,056	3,060	34,289
Tournament Rounds	342	372	122	14	123	275	216	303	254	214	107	273	2,615
Range Buckets	1,348	854	1,032	863	754	1,468	1,666	1,125	915	958	1,123	1,143	13,249
Star Memberships	825.00	750.00	525.00	1,950.00	975.00	1,500.00	1,598.00	945.00	1,785.00	2,250.00	750.00	1,095.00	14,948
Green Fees	83,308.78	64,013.19	68,822.00	67,352.18	54,583.70	78,298.53	106,519.47	83,888.84	74,680.30	78,797.17	77,376.73	81,821.30	919,462
Tournament Fees	11,166.20	11,292.59	4,058.00	623.00	5,168.84	8,581.15	7,073.12	8,324.82	6,950.00	5,527.00	3,878.00	10,384.78	83,028
Range Fees	6,370.11	4,580.34	5,192.32	4,300.89	3,572.44	6,376.90	7,462.75	5,430.79	4,506.92	4,860.93	5,547.94	5,670.09	63,872
Sales of Merchandise	6,352.08	4,710.74	5,973.00	5,587.32	4,895.17	5,634.42	7,388.88	6,373.86	6,177.10	5,357.32	6,436.83	6,133.67	71,020
Concession Fees	2,790.10	1,842.23	1,655.27	1,581.45	1,144.16	1,846.17	2,892.01	2,455.09	2,292.43	1,865.99	2,056.32	2,395.12	24,816
Miscellaneous Income	1,592.00	3,000.28	1,843.00	1,676.00	1,660.18	1,954.00	6,361.74	8,579.88	5,424.63	5,062.01	4,973.97	2,453.64	44,581
<b>Total Income</b>	<b>\$112,404.27</b>	<b>\$90,189.37</b>	<b>\$88,068.59</b>	<b>\$83,070.84</b>	<b>\$71,999.49</b>	<b>\$104,191.17</b>	<b>\$139,295.97</b>	<b>\$115,998.28</b>	<b>\$101,816.38</b>	<b>\$103,720.42</b>	<b>\$101,019.79</b>	<b>\$109,953.60</b>	<b>\$1,221,728.17</b>
Weather Totals													
<b>Income Per Round</b>	<b>\$32.69</b>	<b>\$33.15</b>	<b>\$33.97</b>	<b>\$31.38</b>	<b>\$32.04</b>	<b>\$31.36</b>	<b>\$34.14</b>	<b>\$32.46</b>	<b>\$33.19</b>	<b>\$33.25</b>	<b>\$31.70</b>	<b>\$32.66</b>	<b>\$32.70</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Jersey Meadow Golf Course  
Monthly Report

FY 2004 - 2005													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	3,118	2,006	2,531	2,293	1,589	2,474	3,064	2,758	2,956	2,912	2,893	2,488	31,082
Tournament Rounds	277	106	70	3	36	150	277	408	263	57	60	110	1,817
Range buckets	0	665	1163	891	476	1101	1550	1293	1226	748	1,068	852	11,033
Star Memberships	480.00	0.00	675.00	2,181.00	675.00	2,100.00	2,850.00	1,950.00	1,725.00	1,500.00	1,425.00	1,050.00	16,611
Green Fees	74,189.66	51,783.51	62,571.20	59,311.24	41,562.60	66,557.58	85,036.07	71,311.04	74,745.97	77,384.45	71,587.00	62,165.00	798,205
Tournament Fees	12,244.20	4,070.00	2,690.00	350.00	1,362.23	4,532.00	8,260.76	13,663.66	9,030.60	2,289.01	2,365.00	4,048.00	64,905
Range Fees	360.00	2,817.98	3,872.64	3,668.49	2,028.03	4,701.63	6,928.84	6,292.07	6,066.74	3,544.83	4,894.00	4,313.66	49,489
Sales of Merchandise	4,790.63	2,674.76	6,274.93	4,686.93	3,987.02	5,930.59	8,513.16	6,768.94	6,379.57	8,554.90	6,392.00	4,394.00	69,347
Concession Fees	2,886.22	3,589.83			916.00	1,535.00	2,196.04	2,163.80	2,638.75	2,088.86	2,074.00	1,650.00	21,739
Miscellaneous Income	180.00	60.00	1,401.00	930.00	727.00	1,408.00	2,183.09	2,724.00	6,716.64	3,941.67	4,276.00	12,914.17	37,462
<b>Total Income</b>	<b>\$95,130.71</b>	<b>\$64,996.08</b>	<b>\$77,484.77</b>	<b>\$71,127.66</b>	<b>\$51,257.88</b>	<b>\$86,764.80</b>	<b>\$115,967.96</b>	<b>\$104,873.51</b>	<b>\$107,303.27</b>	<b>\$99,303.72</b>	<b>\$93,013.00</b>	<b>\$90,534.83</b>	<b>\$1,057,758.19</b>
Weather Totals						10 R; 20 S	2R; 28 S	3R; 28S	30S; No R	12R; 19 S	7R; 25 S	4R; 26S	
<b>Income Per Round</b>	<b>\$27.88</b>	<b>\$30.77</b>	<b>\$29.53</b>	<b>\$30.03</b>	<b>\$31.13</b>	<b>\$32.27</b>	<b>\$33.86</b>	<b>\$32.51</b>	<b>\$32.80</b>	<b>\$32.94</b>	<b>\$31.02</b>	<b>\$34.44</b>	<b>\$31.65</b>
FY 2003 - 2004													
	October	November	December	January	February	March	April	May	June	July	August	September	Totals
Rounds played	2,838	2,605	2,735	2,186	1,829	2,824	3,261	3,203	1,952	0	0	3,841	27,274
Tournament Rounds	582	317	12	29	240	140	370	153	82	32	0	537	1,912
Range buckets	1,247	1124	1015	614	512	903	1746	1431	576	0	0	0	9,168
Star Memberships	880.00	485.00	617.00	2,840.00	1,620.00	2,485.00	2,810.00	1,670.00	50.00	0.00	0.00	1,220.00	\$14,677.00
Green Fees	70,103.87	65,595.91	64,691.42	52,796.04	43,975.88	66,495.18	81,103.98	82,362.52	25,167.00	0.00	0.00	77,631.05	629,922.85
Tournament Fees	18,430.40	10,762.40	464.40	1,015.00	2,747.00	3,595.00	3,718.50	5,235.00	2,912.21	2,956.16	0.00	11,150.00	62,986.07
Range Fees	4,026.35	3,865.34	3,230.29	2,270.18	1,911.88	3,048.27	6,152.89	5,249.27	1,827.36	0.00	0.00	175.00	31,756.83
Sales of Merchandise	5,129.89	4,224.64	7,198.84	4,165.57	4,035.75	5,954.69	7,510.77	5,908.66	4,261.91	424.55	0.00	6,037.47	54,852.74
Concession Fees	2,013.15	3,492.29	2,560.00	1,977.00	1,731.20	1,740.36	2,485.45	2,965.09	3,108.38	0.00	0.00	81.92	22,154.84
Miscellaneous Income	2,240.00	1,920.00	1,323.00	1,275.00	1,640.00	840.82	499.00	953.00	3,285.75	250.00	0.00	192.00	14,418.57
<b>Total Income</b>	<b>\$102,823.66</b>	<b>\$90,345.58</b>	<b>\$80,084.95</b>	<b>\$66,338.79</b>	<b>\$57,661.71</b>	<b>\$84,159.32</b>	<b>\$104,280.59</b>	<b>\$104,343.54</b>	<b>\$40,612.61</b>	<b>\$3,630.71</b>	<b>\$0.00</b>	<b>\$96,487.44</b>	<b>\$830,768.90</b>
<b>Income Per Round</b>	<b>\$29.81</b>	<b>\$30.75</b>	<b>\$28.93</b>	<b>\$28.67</b>	<b>\$27.09</b>	<b>\$27.56</b>	<b>\$27.95</b>	<b>\$30.59</b>	<b>\$19.94</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$21.76</b>	<b>\$27.96</b>
FY 2002 - 2003													
	October	November	December	January	February	March	April	May	June	July	August	September	Totals
Rounds played	2,637	3,056	2,275	2,460	1,777	3,199	3,900	4,354	3,915	3,647	3,280	2,557	37,057
Tournament Rounds	0	159	0	0	188	138	66	287	62	59	17	248	1,224
Range buckets	843	1084	861	752	415	1256	2003	1941	1532	1,500	1,529	1,232	14,948
Star Memberships	400.00	300.00	1,115.00	7,465.00	3,578.00	4,420.00	5,205.00	3,990.00	2,610.00	1,895.00	1,790.00	805.00	\$33,573.00
Green Fees	59,060.50	83,865.33	59,280.09	57,262.20	41,843.58	76,659.46	100,788.23	107,607.15	95,050.74	82,944.99	78,205.60	59,952.70	902,520.57
Tournament Fees	10,519.97	5,164.20	0.00	0.00	2,598.97	4,602.65	1,840.00	10,473.00	1,550.00	2,130.00	595.00	8,425.00	47,898.79
Range Fees	2,136.97	3,105.58	2,242.99	2,007.38	990.85	3,100.81	5,061.68	4,843.09	3,583.54	3,625.44	5,109.22	3,918.18	39,725.73
Sales of Merchandise	4,852.77	5,794.15	4,434.45	2,578.44	2,578.83	5,989.11	6,515.03	7,535.29	5,503.11	5,638.05	5,540.26	3,653.07	60,612.56
Concession Fees	3,692.00	3,146.00	2,056.00	2,079.00	1,494.00	2,970.00	2,969.95	3,999.34	5,224.34	3,331.06	3,097.78	2,473.09	36,532.56
Miscellaneous Income	1,650.00	1,860.00	2,265.00	1,419.00	1,695.00	2,130.00	2,550.00	2,805.00	6,380.00	6,588.00	2,295.00	2,160.00	33,797.00
<b>Total Income</b>	<b>\$82,312.21</b>	<b>\$103,235.26</b>	<b>\$71,393.53</b>	<b>\$72,811.02</b>	<b>\$54,779.23</b>	<b>\$99,872.03</b>	<b>\$124,929.89</b>	<b>\$141,252.87</b>	<b>\$119,901.73</b>	<b>\$106,152.54</b>	<b>\$96,632.86</b>	<b>\$81,387.04</b>	<b>\$1,154,660.21</b>
<b>Income Per Round</b>	<b>\$31.06</b>	<b>\$32.02</b>	<b>\$30.89</b>	<b>\$26.56</b>	<b>\$26.06</b>	<b>\$28.60</b>	<b>\$30.19</b>	<b>\$29.58</b>	<b>\$29.49</b>	<b>\$28.13</b>	<b>\$28.77</b>	<b>\$28.73</b>	<b>\$29.29</b>

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Jersey Meadow Golf Course  
Monthly Report

FY 2001 - 2002													
	October	November	December	January	February	March	April	May	June	July	August	September	Totals
Rounds played	3,203	3,061	2,774	2,800	2,969	3,734	4,385	4,735	4,182	4,139	3,580	3,592	43,154
Tournament Rounds													
Range buckets	1,388	1,374	844	1,261	1,316	1,897	2,131	2,143	1,818	1,813	1,506	1,476	18,967
Star Memberships				3,075.00	1,650.00	2,275.00	1,725.00	1,125.00	725.00	550.00	775.00	950.00	\$12,850.00
Green Fees/Cart Fees	72,224.98	77,087.14	65,224.37	68,447.62	70,028.61	91,055.04	111,535.50	119,348.59	104,195.50	104,907.23	89,569.50	79,854.95	1,053,479.03
Tournament Fees	17,967.54	10,416.85	1,552.00	0.00	3,741.00	2,498.00	12,004.42	6,740.00	2,220.70	0.00	1,919.00	17,433.92	76,493.43
Range Fees	3,924.83	3,699.12	2,181.79	3,236.49	3,508.36	4,850.70	5,791.90	5,805.72	4,675.54	4,822.48	4,043.98	3,696.75	50,237.66
Sales of Merchandise	7,501.72	7,470.10	8,574.76	4,093.24	4,597.56	8,690.81	7,429.96	7,877.93	8,103.63	5,589.34	5,526.70	4,663.97	80,119.72
Concession Fees	4,471.00	3,728.00	2,457.00	850.00	4,046.00	3,656.00	4,778.00	4,932.00	4,636.00	4,331.00	3,382.00	2,992.00	44,259.00
Miscellaneous Income					3,348.03	10.00		2,115.00	5,080.00	1,880.00	1,860.00	3,030.00	17,323.03
<b>Total Income</b>	<b>\$106,090.07</b>	<b>\$102,401.21</b>	<b>\$79,989.92</b>	<b>\$75,777.35</b>	<b>\$90,919.56</b>	<b>\$113,035.55</b>	<b>\$143,264.78</b>	<b>\$147,944.24</b>	<b>\$129,636.37</b>	<b>\$122,080.05</b>	<b>\$107,076.18</b>	<b>\$112,621.59</b>	<b>\$1,334,761.87</b>
<b>Income Per Round</b>	<b>\$33.12</b>	<b>\$33.45</b>	<b>\$28.84</b>	<b>\$27.37</b>	<b>\$30.07</b>	<b>\$29.66</b>	<b>\$32.28</b>	<b>\$31.01</b>	<b>\$30.83</b>	<b>\$29.36</b>	<b>\$29.69</b>	<b>\$31.09</b>	<b>\$30.63</b>
FY 2000 - 2001													
	October	November	December	January	February	March	April	May	June	July	August	September	Totals
Rounds played	3,632	2,387	2,224	1,526	2,087	2,196	3,929	3,482	3,097	3,564	3,433	3,480	35,037
Tournament Rounds													
Range buckets				567	755	1,194	1,757	1,498	1,293	1,252	1,229	1,218	10,763
Green Fees/Cart Fees	100,532.00	59,091.00	57,691.00	42,849.85	53,215.20	55,637.91	108,176.93	93,704.77	79,608.10	86,599.86	76,676.57	82,458.86	\$896,242.05
Tournament Fees	19,585.00	7,087.00	6,235.00	0.00	0.00	4,107.87	9,607.00	14,018.50	332.64	792.00	2,186.00	4,023.02	67,974.03
Range Fees	6,702.00	3,778.00	3,198.00	2,365.14	3,229.47	5,533.59	7,552.85	6,458.97	5,754.22	5,431.94	4,280.78	3,776.78	58,061.74
Sales of Merchandise	19,858.00	4,548.00	5,884.00	3,055.92	2,960.74	8,316.70	9,143.74	7,896.28	7,636.53	6,951.08	8,554.69	6,491.01	91,296.69
Concession Fees	285.00	808.00	417.00	1,726.00	2,278.00	2,982.00	4,942.00	3,701.00	3,099.00	3,441.00	3,256.00	3,505.00	30,440.00
Miscellaneous Income	-571.00	3,254.00	2,407.00										
<b>Total Income</b>	<b>\$146,391.00</b>	<b>\$78,566.00</b>	<b>\$75,832.00</b>	<b>\$49,996.91</b>	<b>\$61,683.41</b>	<b>\$76,578.07</b>	<b>\$139,422.52</b>	<b>\$125,779.52</b>	<b>\$96,430.49</b>	<b>\$103,215.88</b>	<b>\$94,954.04</b>	<b>\$100,254.67</b>	<b>\$1,144,014.51</b>
<b>Income Per Round</b>	<b>\$40.31</b>	<b>\$32.91</b>	<b>\$34.10</b>	<b>\$32.76</b>	<b>\$29.56</b>	<b>\$34.87</b>	<b>\$35.49</b>	<b>\$36.12</b>	<b>\$31.14</b>	<b>\$28.96</b>	<b>\$27.66</b>	<b>\$28.81</b>	<b>\$32.65</b>
Notes: 1. October, November, December 2000 Golf Course under private management contract. City took over management January 1, 2001.													
2. Green Fees and Cart Fees combined into one fee beginning January 2002.													
3. Food and drinks contracted out to private vendor as of January 2001.													
4. Star Membership program began in January 2002.													
5. FY 2000 -2001 - records in Smith Systems Software, no printouts available and the software is offline.													
6. Concession Fees shown in time period of purchase, not when received.													
7. Income/Round: Income does not include Star Memberships; Rounds includes Rounds Played and Tournament Rounds.													
8. Miscellaneous Income includes: Cart fee, Handicap Service, Leagues, expired Gift Certificates, Miscellaneous merchandise and Junior Camp.													
9. As of April, 2016, Leagues are accounted for in Rounds played and in Green Fees.													
10. FY 2016-2017 - Line Item added: Club Rental.													
11. Abbreviations: W-weather RO-rain out CM-course maintenance TT-temporary tees H-holiday CV-COVID-19													
12. FY 2016-2017 - Miscellaneous Income changed to Miscellaneous Fees per Finance.													



Jersey Village, TX

# Golf Course Monthly Financial Statements

## Group Summary

For Fiscal: 2020-2021 Period Ending: 04/30/2021

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Category...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 11 - GOLF COURSE FUND</b>						
<b>Department: 80 - 80</b>						
85 - FEE & CHARGES FOR SERVICE	1,609,800.00	1,609,800.00	195,554.65	1,211,880.76	-397,919.24	75.28 %
96 - INTEREST EARNED	1,000.00	1,000.00	3.88	43.78	-956.22	4.38 %
97 - INTERFUND ACTIVITY	345,891.14	345,891.14	0.00	0.00	-345,891.14	0.00 %
98 - MISCELLANEOUS REVENUE	25,000.00	25,000.00	25,760.25	25,760.25	760.25	103.04 %
<b>Department: 80 - 80 Total:</b>	<b>1,981,691.14</b>	<b>1,981,691.14</b>	<b>221,318.78</b>	<b>1,237,684.79</b>	<b>-744,006.35</b>	<b>62.46 %</b>
<b>Department: 81 - CLUB HOUSE</b>						
30 - SALARIES, WAGES, & BENEFITS	496,304.88	496,304.88	64,042.46	292,192.02	204,112.86	58.87 %
34 - COST OF SALES	155,000.00	155,000.00	29,143.28	113,472.40	41,527.60	73.21 %
35 - SUPPLIES	17,150.00	17,150.00	53.51	8,118.21	9,031.79	47.34 %
45 - MAINTENANCE	4,450.00	4,450.00	0.00	1,458.76	2,991.24	32.78 %
50 - SERVICES	41,600.00	41,600.00	3,900.00	18,693.95	22,906.05	44.94 %
54 - SUNDRY	51,400.00	51,400.00	7,766.05	52,910.76	-1,510.76	102.94 %
55 - PROFESSIONAL SERVICES	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
60 - OTHER SERVICES	20,000.00	20,000.00	0.00	19,337.38	662.62	96.69 %
97 - INTERFUND ACTIVITY	71,025.00	71,025.00	0.00	0.00	71,025.00	0.00 %
<b>Department: 81 - CLUB HOUSE Total:</b>	<b>860,429.88</b>	<b>860,429.88</b>	<b>104,905.30</b>	<b>506,183.48</b>	<b>354,246.40</b>	<b>58.83 %</b>
<b>Department: 82 - COURSE MAINTENANCE</b>						
30 - SALARIES, WAGES, & BENEFITS	574,067.31	574,067.31	57,377.31	288,409.08	285,658.23	50.24 %
35 - SUPPLIES	98,700.00	98,700.00	13,046.93	60,610.42	38,089.58	61.41 %
40 - MAINTENANCE--BLDGS, STRUC	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
45 - MAINTENANCE	19,000.00	19,000.00	1,224.37	9,399.82	9,600.18	49.47 %
50 - SERVICES	8,000.00	8,000.00	0.00	3,002.44	4,997.56	37.53 %
54 - SUNDRY	90,500.00	90,500.00	6,502.50	8,478.75	82,021.25	9.37 %
55 - PROFESSIONAL SERVICES	4,000.00	4,000.00	0.00	476.00	3,524.00	11.90 %
97 - INTERFUND ACTIVITY	93,954.00	93,954.00	0.00	0.00	93,954.00	0.00 %
<b>Department: 82 - COURSE MAINTENANCE Total:</b>	<b>893,221.31</b>	<b>893,221.31</b>	<b>78,151.11</b>	<b>370,376.51</b>	<b>522,844.80</b>	<b>41.47 %</b>
<b>Department: 83 - BUILDING MAINTENANCE</b>						
35 - SUPPLIES	4,800.00	4,800.00	284.63	4,024.71	775.29	83.85 %
40 - MAINTENANCE--BLDGS, STRUC	16,000.00	16,000.00	375.89	13,076.09	2,923.91	81.73 %
45 - MAINTENANCE	3,000.00	3,000.00	0.00	157.99	2,842.01	5.27 %
50 - SERVICES	26,000.00	26,000.00	1,581.83	10,528.49	15,471.51	40.49 %
55 - PROFESSIONAL SERVICES	800.00	800.00	0.00	224.69	575.31	28.09 %
<b>Department: 83 - BUILDING MAINTENANCE Total:</b>	<b>50,600.00</b>	<b>50,600.00</b>	<b>2,242.35</b>	<b>28,011.97</b>	<b>22,588.03</b>	<b>55.36 %</b>
<b>Department: 87 - GC CAPITAL IMPROVEMENT</b>						
70 - CAPITAL IMPROVEMENTS	26,000.00	51,000.00	687.50	18,449.79	32,550.21	36.18 %
<b>Department: 87 - GC CAPITAL IMPROVEMENT Total:</b>	<b>26,000.00</b>	<b>51,000.00</b>	<b>687.50</b>	<b>18,449.79</b>	<b>32,550.21</b>	<b>36.18 %</b>
<b>Department: 88 - EQUIPMENT MAINTENANCE</b>						
30 - SALARIES, WAGES, & BENEFITS	87,169.95	87,169.95	7,183.04	36,531.63	50,638.32	41.91 %
35 - SUPPLIES	30,450.00	30,450.00	2,906.95	11,523.92	18,926.08	37.85 %
45 - MAINTENANCE	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
50 - SERVICES	500.00	500.00	0.00	20.00	480.00	4.00 %
97 - INTERFUND ACTIVITY	27,320.00	27,320.00	0.00	0.00	27,320.00	0.00 %
<b>Department: 88 - EQUIPMENT MAINTENANCE Total:</b>	<b>151,439.95</b>	<b>151,439.95</b>	<b>10,089.99</b>	<b>48,075.55</b>	<b>103,364.40</b>	<b>31.75 %</b>
<b>Fund: 11 - GOLF COURSE FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>-25,000.00</b>	<b>25,242.53</b>	<b>266,587.49</b>	<b>291,587.49</b>	<b>-1,066.35 %</b>
<b>Report Surplus (Deficit):</b>	<b>0.00</b>	<b>-25,000.00</b>	<b>25,242.53</b>	<b>266,587.49</b>	<b>291,587.49</b>	<b>-1,066.35 %</b>

**Fund Summary**

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
11 - GOLF COURSE FUND	0.00	-25,000.00	25,242.53	266,587.49	291,587.49
Report Surplus (Deficit):	<b>0.00</b>	<b>-25,000.00</b>	<b>25,242.53</b>	<b>266,587.49</b>	<b>291,587.49</b>

**CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021**

**Golf Course Fund**  
**For the period ended April 30, 2021**

	Adopted Budget	Current Budget	YTD Actual	% of Actual compared to Budget	Projections
<b>Revenue</b>					
Fees & Charge for Services	1,609,800.00	1,609,800.00	1,211,880.76	75.28%	1,800,000.00
Interest Earned	1,000.00	1,000.00	43.78	4.38%	150.00
Interfund Activity	345,891.14	345,891.14	-	0.00%	180,741.14
Miscellaneous Revenue	25,000.00	25,000.00	25,760.25	100.00%	25,800.00
Other Agency Revenue	-	-	-	0.00%	-
<b>Total Revenue</b>	<b>1,981,691.14</b>	<b>1,981,691.14</b>	<b>1,237,684.79</b>	<b>62.46%</b>	<b>2,006,691.14</b>
<b>Expenditures</b>					
Club House	860,429.88	860,429.88	506,183.48	58.83%	860,429.88
Course Maintenance	893,221.31	893,221.31	370,376.51	41.47%	893,221.31
Building Maintenance	50,600.00	50,600.00	28,011.97	55.36%	50,600.00
Capital Improvement	26,000.00	51,000.00	18,449.79	0.00%	51,000.00
Equipment Maintenance	151,439.95	151,439.95	48,075.55	31.75%	151,439.95
<b>Total Expenditures</b>	<b>1,981,691.14</b>	<b>2,006,691.14</b>	<b>971,097.30</b>	<b>48.39%</b>	<b>2,006,691.14</b>



# Jersey Village Parks & Recreation

To: Mayor Mitcham and City Council

CC: Austin Bless, City Manager

From: Robert Basford, Parks and Recreation Director

Date: May 4, 2021

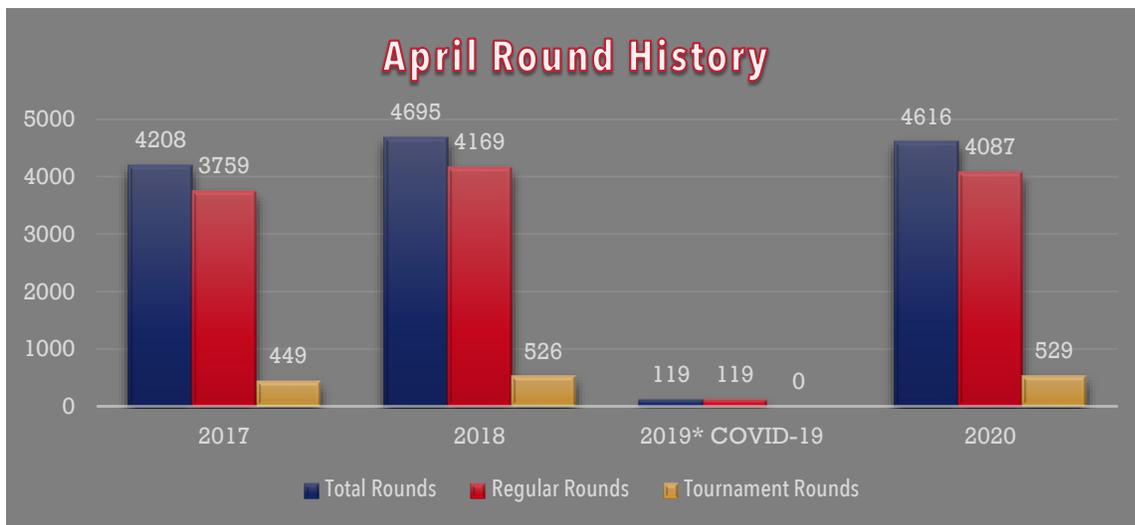
Subject: Parks & Recreation April Monthly Update

## Jersey Meadow Golf Club

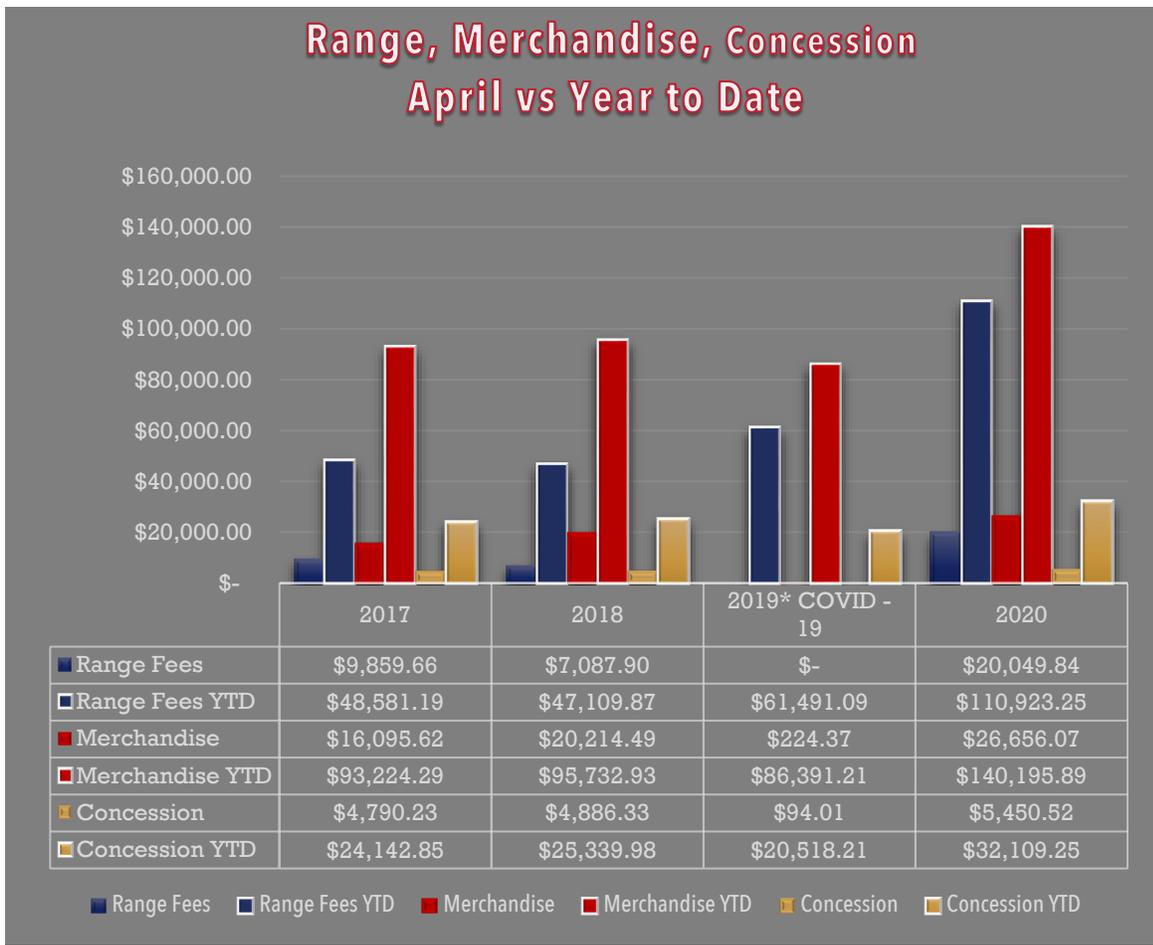
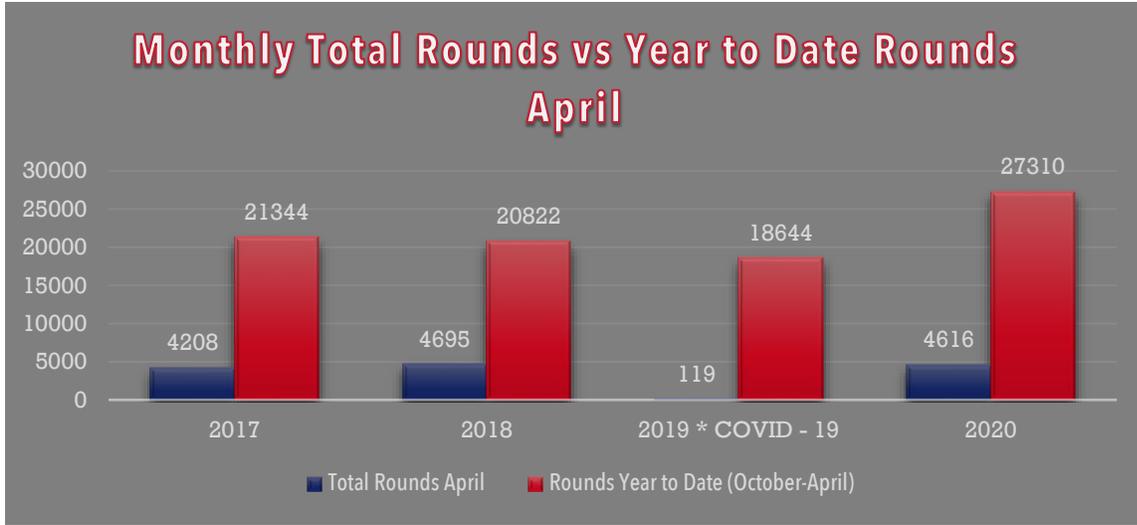
### Financial Report (Monthly and Year to Date)

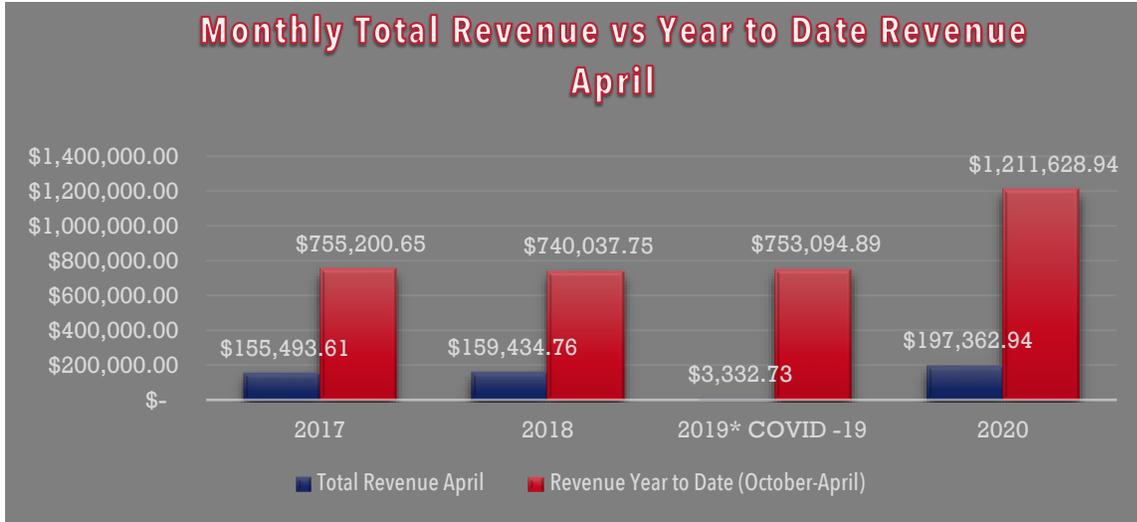
#### Monthly

For the month of March, the course received \$121,128.32 in green fees, and \$18,269.46 in tournament fees. The course hosted 4087 rounds and 529 rounds of tournament play for a total of 4616 rounds. The course experienced 1 rain out, 4 weather days, 1 maintenance day and 25% discounts on days in which a hole was closed due to berm construction. Merchandise Sales totaled \$26,656.07. This was the best April revenue to date, best monthly range revenue to date and best monthly merchandise revenue to date. April presented a total golf course monthly revenue of \$197,362.94.



CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021





## Clubhouse Maintenance and Golf Course Berm Report

### Jersey Meadow Golf Club Berm Update

The golf course berm project broke ground the first Monday of April and has progressed on schedule. The contractor began with the heaviest disruption portion of the project first to ensure we get back to as normal of an operation as possible earlier rather than later in the summer months. The berm fill has been formed along holes 7,6 and behind the green on hole 5. It is beginning to turn towards the maintenance service road. The concrete basin has been poured and the lake on hole 6 is almost



complete. During the month of May the cart path for that section will be poured and the contractor will move towards finalizing those holes and focusing on holes 3,4 and the rest of 5.

### Jersey Meadow Golf Club Summer Preparation Plan

As we prepare for the exciting summer ahead, the Jersey Meadow Golf Club has created a summer preparation plan that we will execute during the month of May, in addition to our continuing berm project. As you are aware, the state of Texas experienced excessive freezing during the latter half of February and has experienced a colder month of March, resulting in below optimal golf experiences across the state. We have challenged our staff to establish a restoration plan to boost the quality of our golf course as we head into summer. Our goal is to expedite the recovery and increase the standard of our golf course greens and fairways so that we can get back to the normal golf course quality standard you have grown to love and appreciate. While our plan may cause some disturbance we want you to know that it is necessary and vital to the sustainability of our course conditions.

The highlights of our golf course restoration plan are as follows:

- The entire golf course will be cart path only beginning 5/3/21 and ending the evening of 5/28/21.
- The golf course will be closed May 10<sup>th</sup>, 11<sup>th</sup>, 12<sup>th</sup>, and 13<sup>th</sup> as we will be pouring concrete on holes 5,6 and 7 for the berm project, and internally, aerifying greens and fairways, fertilizing the course, restoring tee boxes, and manicuring/renovating greens with plugs and rolls of champion sod where needed.
  - The entire facility will be closed May 10<sup>th</sup> 11<sup>th</sup> 12<sup>th</sup> 13<sup>th</sup> and the gates will remain locked.
- We will utilize temporary tees on Holes 1, 8 (par 3), 11 (par 3) and 12 beginning 5/3/21 and ending the evening of 5/28

Our existing promotion of 25% off green fees when a hole is closed during the berm project will remain in place.

## **Parks, Recreation and Facilities**

Our entire staff has been working together on budget preparation and planning for the years to come. Interdepartmental meetings were held throughout the month of April to discuss the budget.

### **Pool House Remodel and Pool Deck Resurfacing**

Renovation of the Pool house and Pool Deck has reached their final stages and all that is left in early May is our substantial and final walkthroughs. We will be adding a decorative fence to create more shade and privacy but that addition won't be ready until early summer as lead times are still backed up. We are all set for pool season!

### **Parks**

The Parks staff has been focused on playground mulch, landscaping, routine mowing and tree trimming, and completing preventative maintenance on equipment. We have continued to ensure routine duties have been met, playgrounds and parks are disinfected and park amenities are kept at a high standard. We have discussed the additional landscaping opportunities around town and are hopeful to have some new plantings in May.

### **Recreation**

The recreation division has been focused on the conclusion of our kickball league, the renovation of our sand volleyball court and beginning of our adult volleyball league, while conducting other programs and preparing for our July 4<sup>th</sup> event. Our aquatics team has been working on in-service training and pool season preparation and we are gearing up for our busy season.

### **Facilities**

The facilities department has completed all of its restoration projects throughout the city along with general projects, repairs and work orders. The freeze has caused a large work load and we are thankful to have been able to effectively complete these projects. We have begun to focus

Staff has also continued routine work orders, cleaning, disinfecting and restocking facilities with proper supplies, as well as facility rental preparation.

#	Status	Open Date	Resolved Date	Type	Department	Address	Description
602393	assigned	04/29/2021 09:07	05/04/2021	Code Issue	general	15311 Jersey Dr Jersey Village 77040-2122	Vacant lot maintenance required.
602385	assigned	04/29/2021 09:04	--	Code Issue	general	0 Village Dr Jersey Village 77040	Vacant lot maintenance required. HCAD # 1140350090009
599730	assigned	04/27/2021 11:49	--	Code Issue	general	16102 Singapore Ln Jersey Village 77040-2040	Miscellaneous items stored on driveway, blight.
594290	resolved	04/22/2021 11:29	04/22/2021	Code Issue	general	16030 Tahoe Dr Jersey Village 77040-1246	No Fence Permit.
594281	resolved	04/22/2021 11:24	05/03/2021	Code Issue	general	16106 Tahoe Dr Jersey Village 77040-1248	Contractor debris from recent freeze piled on driveway.
594264	resolved	04/22/2021 11:15	04/22/2021	Code Issue	general	8439 Achgill St Jersey Village 77040-2814	Test. Testing my civic issues. Bob Blevins
589656	resolved	04/19/2021 11:56	04/29/2021	Code Issue	general	15902 Acapulco Dr Jersey Village 77040-2106	Tree clearance at street not 13 ft minimum required.
589630	resolved	04/19/2021 11:42	04/26/2021	Code Issue	general	8515 Wyndham Ct Jersey Village 77040-1139	Utility trailer parked/ stored overnight on driveway in side yard.
585904	resolved	04/15/2021 10:54	04/19/2021	Code Issue	general	16105 Lakeview Dr Jersey Village 77040-2025	RV parked/ stored in excess of 7 days allowed in 30.
585700	resolved	04/15/2021 09:33	04/26/2021	Code Issue	general	15918 Lakeview Dr Jersey Village 77040-2029	Intrusive light source in rear yard.
584527	resolved	04/14/2021 11:43	04/14/2021	Code Issue	general	16021 Wall St Jersey Village 77040	Is this vacant lot at 16021 Wall Street now public property? If so then it is unlawful to place signs on public property. Would it be possible to place an official government sign that explains this activity is prohibited?
582478	assigned	04/13/2021 08:01	--	Code Issue	general	15310 Colwyn Ln Jersey Village 77040-1318	Tree clearance at street violation, less than 13 ft clearance.
579494	resolved	04/09/2021 18:06	04/14/2021	Code Issue	general	16022 Wall St Jersey Village 77040	Are signs allowed on the FEMA lot?
577583	resolved	04/08/2021 11:32	04/19/2021	Code Issue	general	16437 Wall St Jersey Village 77040-1273	Vacant lot maintenance required.
577548	resolved	04/08/2021 11:18	04/12/2021	Code Issue	general	7902 Argentina St Jersey Village 77040-1301	Yard waste at curb too early for collection.
574227	assigned	04/06/2021 07:55	--	Code Issue	general	15905 Juneau Ln Jersey Village 77040-2155	Roof and soffit maintenance required.
573170	resolved	04/05/2021 12:02	04/05/2021	Code Issue	general	15513 Lakeview Dr Jersey Village 77040-2029	Vehicle parked on unpaved surface in the front yard.
572799	resolved	04/05/2021 08:59	04/06/2021	Code Issue	general	8222 N Tahoe Dr Jersey Village 77040-1256	Boat parked/stored in excess of 7 days in 30 allowed.
572760	resolved	04/05/2021 08:39	04/13/2021	Code Issue	general	9 Spyglass Ct Jersey Village 77064-4060	Garage door off of track.
572272	assigned	04/04/2021 12:01	--	Code Issue	general	16102 Jersey Dr Jersey Village 77040	Tree branches over sidewalk

## CITY SECRETARY'S REPORT

**AGENDA DATE:** May 10, 2021      **AGENDA ITEM:** City Secretary's Report

**AGENDA SUBJECT:** City Secretary's Report

**Dept./Prepared By:** Lorri Coody, City Secretary      **Date Submitted:** May 3, 2021

In accordance with Section 4.04 of the City Charter, this is to report that a petition was filed by Ashley Brown on April 14, 2021, concerning the location of the Jersey Village City Hall. The Affidavit attached to the petition suggests that the petition submitted is an initiative petition.

The City Charter requires an initiative petition to include a proposed Ordinance that can be submitted to the City Council and/or the voters of the City for adoption. After examining the petition in satisfying the City Charter requirements for initiative petitions, I have determined that the petition submitted is not an initiative petition because it does not include any form of a proposed Ordinance to be considered by the City Council or the voters of the City.

Because the type of petition submitted is not an initiative petition, it is not contemplated in the City Charter, and the City Council, therefore, is not required to take any action on the petition submitted.

On May 4, 2021, Ms. Brown filed a written response with me. No action is required by the Council.

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, HELD ON APRIL 19, 2021 AT 7:00 P.M. IN THE CIVIC CENTER, 16327 LAKEVIEW, JERSEY VILLAGE, TEXAS.**

**A. CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT**

The meeting was called to order by Mayor Mitcham at 7:01 p.m. with the following present:

Mayor, Andrew Mitcham  
Council Member, Drew Wasson  
Council Member, Greg Holden  
Council Member, Bobby Warren  
Council Member, James Singleton  
Council Member, Gary Wubbenhorst

City Manager, Austin Bless  
City Secretary, Lorri Coody  
City Attorney, Justin Pruitt

The following City of Jersey Village Planning and Zoning Commission members were present at this meeting:

Rick Faircloth, Chairman  
Joseph Paul, Vice Chairman  
Jennifer McCrea, Commissioner

Ty Camp, Commissioner  
Barbara Freeman, Commissioner

Commissioners Courtney Standlee and Debra Mergel were not present at this meeting.

Staff in attendance: Mark Bitz, Fire Chief; Isabel Kato, Finance Director; Kirk Riggs, Interim Chief of Police; Christian Somers, Building Official; Jason Alfaro, Director of Parks and Recreation; and Harry Ward, Director of Public Works.

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

1. Prayer and Pledge by: Frank Maher, Assistant Fire Chief

**C. JOINT PUBLIC HEARING WITH PLANNING AND ZONING COMMISSION**

1. **Conduct a Joint Public Hearing with the Planning and Zoning Commission for the purpose of receiving oral comments from any interested person(s) concerning the proposals: (1) to amend Chapter 14 of the Code of Ordinances of the City of Jersey Village, Texas by authorizing revision of the official zoning map as set out in Section 14-82 so that area of land being generally described as approximately 3.9 acres of land adjacent to the southeast City limits near Jones Road and FM 529, in the City of Jersey Village, Texas, shall be changed from Zoning District A (“single-family dwelling district”) to Zoning District F (“First Business District”) and (2) to amend Chapter 14, “Building and Development,” Article XII., “Landscaping, Bufferyard, Park and Open Space Standards,” Section 14-310, “General Standards,” at Subsection 6(e) in order to increase the requirements for pruning trees overhanging into the street or right-of-way.**

Mayor Mitcham called the item and Chairman Rick Faircloth announced a quorum for the Planning and Zoning Commission. Mayor Mitcham opened the Joint Public Hearing at 7:05 p.m., for the purpose of receiving oral comments from any interested person(s) concerning the proposals to: (1) to amend Chapter 14 of the Code of Ordinances of the City of Jersey Village, Texas by authorizing revision of the official zoning map as set out in

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Section 14-82 so that area of land being generally described as approximately 3.9 acres of land adjacent to the southeast City limits near Jones Road and FM 529, in the City of Jersey Village, Texas, shall be changed from Zoning District A (“single-family dwelling district”) to Zoning District F (“First Business District”) and (2) to amend Chapter 14, “Building and Development,” Article XII., “Landscaping, Bufferyard, Park and Open Space Standards,” Section 14-310, “General Standards,” at Subsection 6(e) in order to increase the requirements for pruning trees overhanging into the street or right-of-way.

**Mark Maloy, 7803 Hamilton Circle, Jersey Village, Texas (713) 461-1430:** Mr. Maloy spoke to City Council about the right-of-way in the Tree Ordinance. He was concerned about the height of the trees that encroach over the sidewalks. He wondered if there are any other right-of-ways that are impacted by this change in the Ordinance. He was concerned about maintenance of the trees. City Manager Bless explained the change.

Mr. Maloy also spoke to City Council about questions concerning the golf course. City Attorney Pruitt told Mr. Maloy that he will need to make these type comments during Citizens’ Comments as this item is a Joint Public Hearing with the Planning and Zoning Commission.

With no one else signing up to speak at the hearing, Mayor Mitcham and Chairman Faircloth closed the joint public hearing at 7:08 p.m. and the Planning and Zoning Commission retired from the City Council meeting at 7:08 p.m. to conduct its posted meeting agenda and prepare final reports in connection with this joint public hearing.

*Public Works Director, Harry Ward, left the Council Chamber to attend the Planning and Zoning Commission Meeting at 7:08 p.m.*

**D. CITIZENS’ COMMENTS**

Citizens who have signed a card and wish to speak to the City Council will be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the comment is on the agenda, the City staff and City Council Members are prevented from discussing the subject and may respond only with statements of factual information or existing policy. Citizens are limited to five (5) minutes for their comments to the City Council.

**Curtis Haverty, 15405 Ashburton, Jersey Village, Texas (713) 896-8408:** Mr. Haverty thanked Council for their service. He knows that Council, on any new topic, researches the pros and cons and makes sound decisions that will carry the City into at least the next five years. He went on to say that Council Members continuously serve their City. The members are neighbors. They serve the community and are there when residents really need help. They are voted into office to study problems in the City and make good decision with the best interest of the City. City Council Members do not get paid. It is volunteer work.

Mr. Haverty spoke to the Fire Control Prevention Emergency Medical Services District (FCPEMSD) Proposition A that is on the May 1, 2021 ballot. He stated that this Proposition is to create a FCPEMSD. If created, it will function similar to the existing Crime Control and

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Prevention District for the Police Department. He told City Council that visitors coming into the City will help fund the FCPMSD as well as the CCPD as both are funded through sales tax dollars. Therefore, every dollar visitors spend in the City will equate to dollars that residents will not have to pay to support these much needed services. He called attention to a brochure that was posted to his doors stating “NOT” to vote for the FCPMSD. He told City Council that the brochure did not contain true information. He stated that the brochure did not include information on who was circulating it, which was disappointing. Mr. Haverty stated that this Proposition will help fund services and while there are other avenues the City Council could have chosen to place these tax dollar revenues, the City Council has chosen the FCPMSD to receive these funds if voted upon by the residents.

**Mark Maloy, 7803 Hamilton Circle, Jersey Village, Texas (713) 461-1430:** Mr. Maloy spoke to the Sales Tax Property Tax Relief Fund. He stated that this fund was approved by the voters back in 1995 to provide property tax relief to residents. He went on to state his opinions about the distribution of the sales tax revenue. He does not support Proposition A that, if approved, will create a Fire Control Prevention Emergency Medical Services District and eliminate the Property Tax Relief Fund. He feels that the City is trying to get around what was voted on in 1995 and allow the City to collect more revenue from sales tax for other purposes. He complained about what he feels is the City “stockpiling” monies.

**Bill Edwards, 16001 Jersey Drive, Jersey Village, Texas (713) 466-4383:** Mr. Edwards spoke to the changes being proposed for tree trimming. He feels it might be an unfunded mandate by the City for residents to trim trees. He mentioned that in the past the City trimmed the trees on Senate, and he feels this change will require residents to trim these trees. He complained about that maintenance. City Council inquired to the location of the trees being addressed by Mr. Edwards. It was confirmed that these trees are located in the right-of-way. City Council explained that trees in the City easement will continue to be trimmed by the City, and that the proposed changes will only affect trees located on his property.

**Nancy Yetter, 16121 Capri Drive, Jersey Village, Texas (713) 419-3609:** Ms. Yetter spoke to Council about the proposal to build the new City Hall on the other side of US HWY 290. She believes that we need a new City Hall, but does not support building it on the other side of US HWY 290. She is concerned that developing on the other side of US HWY 290, will be viewed by residents as “NOT” being located in Jersey Village. She believes that City Hall needs to be close to the residents and should remain at its current location.

**Michael Stembridge, 15422 Jersey Drive, Jersey Village, Texas (713) 983-8647:** Mr. Stembridge spoke City Council, asking that his home be elevated. He stated that his home, at one time, was on the list for elevation, but it was removed and never placed back on the home elevation list. He went on to explain that his home is not eligible for a reconstruction through FEMA. He also stated that he cannot afford the tear down and rebuild through the TIRZ3 Program. He stated that his research has shown that his home is eligible for a home elevation. He does not support big spending by the City. He wants the property tax relief fund to remain in effect and does not

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want to lose this. He does not support the move of City Hall to the other side of US HWY 290. He needs help and does not feel that he is getting this help. It is time for change.

**Karen Listi, 16302 Acapulco, Jersey Village, Texas (713) 962-5821:** Ms. Listi thanked Council for their work. She stated her concerns over the building costs that have increased due to the pandemic. She researched these costs and gave information about these increases. She believes that these increases may affect any building plans by the City. While we need a new City Hall and she supports Village Center, she is concerned that building something that will not bring in tax dollars at this time is not a good idea. She believes that it would be better to build something in Village Center that will bring in tax revenue such as retail, rather than build a City Hall. She has visited Sugar Land Center, but has never visited the City Hall there. She is concerned about the monies that will be spent on the City Hall project at this point.

**Rick Bull, 15310 Glamorgan Drive, Jersey Village, Texas (713) 937-4143:** Mr. Bull spoke to the inaccurate stories going around that the police and fire departments are moving from their current location. He wanted to clarify that police and fire are “NOT” moving, it is only City Hall.

**Ashley Brown, 15602 Lakeview Drive, Jersey Village, Texas (936) 662-5231:** – Ms. Brown spoke to City Council about what she believes to be the job of an elected official. She stated, that over the past month, she has been working with a team of individuals to canvass the residents about their concerns. She learned that residents want the City Hall to stay at its current location. She went on to explain that she filed a petition with 15% of the voters signing, indicating their desire to keep City Hall in its current location. She gave background information about other projects that had city town halls. She told City Council that building costs are increasing due to the pandemic. She is concerned that tax dollars will be spent on this project without any input by the residents. She believes that the residents deserve that their voice be heard and that the initiative be placed on the ballot in November for a vote. She wants Council to listen to the residents.

**Kim-Ling Sun, 16330 Acapulco Drive, Jersey Village, Texas (832) 865-2604:** Ms. Sun spoke to City Council about her support of the move of City Hall to Village Center. She explained that in the past 15 years, she has only gone to City Hall maybe 3 times a year. For this reason, she does not support that the City Hall needs to stay located at its current location. She believes making the move will decrease traffic in the residential section of the City, make way for better events for residents, and bring in more tax revenues. She feels that these plans have been in the making for many years, and it should not be a surprise to residents.

**Scott Schubring, 15814 Tenbury, Jersey Village, Texas (713) 829-2972:** Mr. Schubring thanked City Council for their work. He also thanked those choosing to run for office in the upcoming election. It is a thankless job. He supports the moving of City Hall to Village Center, stating that it is part of our long-term plan. He explained that it is important to think before questioning leadership decisions. He pointed out that leaders have details and information that you do not have. Therefore, we must trust our elected leaders to do what is best for us. They have more information that is used to make sound decisions.

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**Erik Henau, 15601 Singapore Lane, Jersey Village, Texas (832) 567-0974:** Mr. Henau is a new home owner in Jersey Village. He thanked City Council for their hard work. He mentioned the election cycle. He believes that the City Hall / Village Center development is a good decision for the future. He believes that this development will provide additional revenues for the City. He supports moving City Hall and the building of Village Center. He believes a new City Hall is needed. He likes that the fire and police will not be re-located. He loves Jersey Village. The greatest contribution in Jersey Village is its sense of community. It is a strong, robust and loving community, as demonstrated during the recent ice storm. He looks forward to all that Jersey Village has to offer. While we may not all agree on everything, we can all agree that being a part of Jersey Village is good.

**Cathy Huebner, 15806 Acapulco, Jersey Village, Texas (713) 823-3081:** Ms. Huebner supports the Village Center Project and the move of City Hall to Village Center. She grew up in Jersey Village and most of her family lives here. It is her home and she loves Jersey Village. She believes that all residents want the best for Jersey Village. Residents have come to love the amenities the Jersey Village offers. We all enjoy the new development on Senate – the Brewery and Little Kitchen. She looks forward to what the Village Center development will bring. The current City Hall is an embarrassment. It must be rebuilt. Building it is Village Center is a good idea. She thanked City Council for this project. She trusts and believed in this decision. She went on to speak to possible tax revenues from the new development. She disagrees with the recent petition filed concerning the location of City Hall and believes that those that did sign only want the best for Jersey Village.

**Christine Layton, 15513 Mauna Loa Lane, Jersey Village, Texas (832) 423-6704:** Ms. Layton spoke to City Council, stating that she does not support the petition that was recently filed concerning the location of the new City Hall. She told City Council that she was asked to sign this petition. When she declined, she told City Council that the circulator asked her “Don’t you even want the opportunity to vote on this issue?” She told City Council that her response to the circulator was I have already voted when I placed my vote for those serving as City Council Members. She went on to say that she feels that some residents were misled into signing this petition. She wants her family to have updated equipment and good police and fire services. She wants flooding to be reduced. She wants a nice development to invite friends and family to enjoy the restaurants and shops like they do at City Center and Sugar Land. She believes having Village Center will make Jersey Village a great destination. She has a love hate relationship with City Council and went on to explain by giving examples that basically showed how hard City Council works and how much they care. It was a play on words. She appreciates all that City Council does for residents.

**Michelle Mitcham, 15810 Acapulco Drive, Jersey Village, Texas (281) 660-3607:** Ms. Mitcham told City Council that she is a candidate for City Council Member Place 3. Ms. Mitcham gave background information about her education and her therapy clinic. She stated that with her business experience, she feels she is well prepared to address the issues that face the City. She gave background financial information for the City, including information about the grant monies that the City has received to fund various flood projects. She gave background information about

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sales tax revenue and how these funds have continued to grow over the years. She told City Council that she supports Village Center and noted that Jersey Village continues to grow. She gave information about future projects and explained that there will be an increased need for future police and fire services. She believes in making decisions that will help the City pay for the rising cost of policing, flood mitigation etc. She is asking for residents to vote for her at the polls.

**Ty Camp, 16009 Saint John Court, Jersey Village, Texas (713) 560-8435:** Mr. Camp told City Council that he supports moving City Hall and he supports the Village Center Development. When he first heard of this development several years ago, he was very excited. He was so excited that he asked to be a part of the TIRZ Board that is a part of this development. He went on to explain his excitement and his trust in Council. He thanked the Council for their good decisions and vision. He also thanked Mayor Andrew Mitcham for his service to this Community, first as a Council Member and then as Mayor. He believes that the Mayor loves Jersey Village, stating that he is a great neighbor and has worked hard for the future of Jersey Village. He gave examples of how the Mayor has been a good neighbor and how he serves the City.

**E. CITY MANAGER’S REPORT**

City Manager Bless gave his monthly report as follows. He recognized the April Employee of the Month Jesus Valentin who works in the Utility Department. He gave an update on the golf course berm project.

- 1. Monthly Fund Balance Report, Enterprise Funds Report, Governmental Funds Report, Property Tax Collection Report – February 2021, General Fund Budget Projections as of March 2021, Utility Fund Budget Projections – March 2021 and Quarterly Investment Report – March 2021.**
- 2. Fire Departmental Report and Communication Division’s Monthly Report**
- 3. Police Department Monthly Activity Report, Warrant Report, Staffing/Recruitment Report, and Police Open Records Requests**
- 4. Municipal Court Collection Report, Municipal Court Activity Report, Municipal Court Courtroom Activity Report, Speeding and Stop Sign Citations within Residential Areas Report, and Court Proceeds Comparison Report**
- 5. Public Works Departmental Status Report**
- 6. Golf Course Monthly Report, Golf Course Financial Statement Report, Golf Course Budget Summary, and Parks and Recreation Departmental Report**
- 7. Code Enforcement Report**
- 8. April Employee of the Month**

**F. CITY SECRETARY’S REPORT**

- 1. City Secretary’s Report**

**G. CONSENT AGENDA**

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The following items are considered routine in nature by the City Council and will be enacted with one motion and vote. There will not be separate discussion on these items unless requested by a Council Member, in which event the item will be removed from the Consent Agenda and considered by separate action.

1. **Consider approval of the Minutes for the Regular Session Meeting held on March 15, 2021 and the Special Session Meetings held on March 29, 2021 and April 1, 2021.**
2. **Consider Ordinance No. 2021-15, amending the Code of Ordinances of the City of Jersey Village, Texas, at Chapter 66. Traffic and Vehicles, by deleting Article V, Automated Red Light Enforcement, in order to conform to State law; providing a severability clause; providing for repeal; and providing an effective date.**

ORDINANCE NO. 2021-15

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF JERSEY VILLAGE, TEXAS, AT CHAPTER 66. TRAFFIC AND VEHICLES, BY DELETING ARTICLE V, AUTOMATED RED LIGHT ENFORCEMENT, IN ORDER TO CONFORM TO STATE LAW; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

Council Member Wubbenhorst moved to approve items 1 and 2 on the consent agenda. Council Member Holden seconded the motion. The vote follows:

Ayes: Council Members Wasson, Holden, Warren, Singleton, and Wubbenhorst

Nays: None

The motion carried.

**H. REGULAR SESSION**

1. **Receive the Golf Course Advisory Committee Report.**

Robert Basford, Director of Parks and Recreation, gave the Golf Course Advisory Committee Report. He fielded questions from the Council and answered accordingly.

2. **Consider Ordinance No. 2021-16, amending the Golf Course Fund Budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 in the amount not to exceed \$25,000, by increasing line item 11-87-7010 (Golf Course Capital Improvement) from the Golf Course Fund Balance.**

Robert Basford, Director of Parks and Recreation, introduced the item. Background information is as follows: The golf course driving range has experienced a large spike in demand over the last several years. Currently there are golfers waiting to use the driving range daily and we fear this may begin to turn customers away. We are bringing this to

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council now because we have an opportunity to utilize a contractor and materials that are onsite to eliminate mobilization costs.

This project will extend the driving range southeast to increase our total number of mats from 21 mats to 35 mats. It will include the fill, concrete, mats and sod for the extension. We will use our existing 20 foot poles (4) and our existing net left over from our netting project to install a net barrier on the south east side of the driving range tee box to protect golfers on the chipping green and the golfers on hole two. This will be done in house. This is depicted on the image on exhibit B page as “Use existing 20’ Poles and Net”.

For our next fiscal year we are looking at a potential supplemental to include an additional net that extends 300 feet from the back of the range, west towards the practice chipping area to protect golfers on hole two. The supplemental will also include an increase in height to the first 3 sections of the parking lot net to 40 feet to protect the parking from the new driving range area. This concept is also depicted in exhibit B.

This expansion project, including the supplemental anticipated for next year, will produce an ROI in one year if we average 23 additional buckets a day at an average price of \$11 for 350 days. We averaged 2.7 buckets a day for each mat last fiscal year and currently average 3 buckets a day for each mat this fiscal year. The driving range project NOT TO EXCEED estimate is \$25,000.

Council engaged in discussion about the project. There was a question about the parking lot netting. Mr. Basford explained how this section will be addressed. There was concern that there may be a need to protect the driveway. Mr. Basford addressed this concern.

The projections given for the return on investment was very much appreciated by the Council.

With no further discussion on the matter, Council Member Wubbenhorst moved to approve Ordinance No. 2021-16, amending the Golf Course Fund Budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 in the amount not to exceed \$25,000, by increasing line item 11-87-7010 (Golf Course Capital Improvement) from the Golf Course Fund Balance. Council Member Warren seconded the motion. The vote follows:

Ayes: Council Members Wasson, Holden, Warren, Singleton, and Wubbenhorst

Nays: None

The motion carried.

ORDINANCE NO. 2021-16

AN ORDINANCE OF THE CITY OF JERSEY VILLAGE, TEXAS, AMENDING THE GOLF COURSE FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER

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1, 2020 AND ENDING SEPTEMBER 30, 2021 IN THE AMOUNT NOT TO EXCEED \$25,000 BY INCREASING LINE ITEM 11-87-7010 (GOLF COURSE CAPITAL IMPROVEMENT) FROM THE GOLF COURSE FUND BALANCE.

3. **Consider Ordinance No. 2021-17, amending the Capital Improvements Fund Budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 in the amount not to exceed \$350,000 by increasing line item 10-91-1147 (golf course irrigation) from the Capital Improvements Fund Balance to cover the cost of the Golf Course Irrigation Project; and authorizing the City Manager to execute all documents with Greenscapes Six for installation services and to purchase the necessary project supplies from Keeling CO – Houston.**

Robert Basford, Director of Parks and Recreation, introduced the item. Background information is as follows: This project was previously budgeted to include the Golf Course Berm Project as well as the two wire irrigation system at the golf course. The new design of the golf course, including the berm, was designed to hold water in areas that housed our current irrigation control boxes, which means they will need to be replaced entirely. Now that the project will be funded via grant, we had to separate the irrigation from the berm project. Given that our current system was inefficient and outdated, the decision was made to install a two wire system necessary for the cost efficient and effective operation required by the Golf Course maintenance department.

This project includes Rain Bird irrigation materials and the Installation of the system, along with as built drawings provided by Greenscapes Six. This will allow us to communicate to each irrigation head individually, as well as set individual timers to ensure that areas do not get overwatered as they have in the past.

The project NOT TO EXCEED estimate came in at \$318,597.57. The installation of the materials will be completed by Greenscapes Six, who are members of buy board (Vendor #4582), for a price of \$170,040.00. The Rain Bird irrigation materials will cost \$148,557.57 and will be purchased from Keeling CO – Houston, a sole source vendor. This Project will be completed near the conclusion of the Berm project to limit the amount of Golf Course disruption. We have included an additional \$31,402.43 for expansion, if needed.

This item is to approve the budget amendment, the Standard Contract with Greenscapes Six and authorize the purchase of necessary supplies from Keeling CO – Houston.

City Council engaged in discussion about this item. There was a question about the total grant amount. City Manager Bless explained it was about \$6M. Some members of Council stated that when we look at modifications to the GC, it is important to note that we can pay for these modification because of good planning and the efforts put into requesting grant funding.

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Some members want to know how a golf course irrigation system can differ from that of a residential irrigation system. Mr. Basford explained the differences and the concern for maintaining the course in placing water where needed and to regulate the flow according to those needs. He stated that it is a large system composed of some 436 sprinkler heads.

There was discussion about how long the system will last. Mr. Basford stated it should last some 20 plus years. The current system is over 20 years old and currently is in need of replacement.

With no further discussion on the matter, Council Member Wubbenhorst moved to approve Ordinance No. 2021-17, amending the Capital Improvements Fund Budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 in the amount not to exceed \$350,000 by increasing line item 10-91-1147 (golf course irrigation) from the Capital Improvements Fund Balance to cover the cost of the Golf Course Irrigation Project; and authorizing the City Manager to execute all documents with Greenscapes Six for installation services and to purchase the necessary project supplies from Keeling CO – Houston. Council Member Holden seconded the motion. The vote follows:

Ayes: Council Members Wasson, Holden, Warren, Singleton, and Wubbenhorst

Nays: None

The motion carried.

ORDINANCE NO. 2021-17

AN ORDINANCE OF THE CITY OF JERSEY VILLAGE, TEXAS, AMENDING THE CAPITAL IMPROVEMENTS FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021 IN THE AMOUNT NOT TO EXCEED \$350,000 BY INCREASING LINE ITEM 10-91-1147 (GOLF COURSE IRRIGATION) FROM THE CAPITAL IMPROVEMENTS FUND BALANCE TO COVER THE COST OF THE GOLF COURSE IRRIGATION PROJECT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS WITH GREENSCAPES SIX FOR INSTALLATION SERVICES AND TO PURCHASE THE NECESSARY PROJECT SUPPLIES FROM KEELING CO – HOUSTON.

**4. Consider Resolution No. 2021-20, appointing members to serve as Directors on the Tax Increment Reinvestment Zone Board for the City of Jersey Village Tax Increment Reinvestment Zone No. 3 (TIRZ No. 3).**

Austin Bleess, City Manager, introduced the item. Background information is as follows:

On March 15, 2021, City Council created Tax Increment Reinvestment Zone No. 3 along with a advisory board of directors to assist City Council in the operation and administration of the Zone.

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The Tax Increment Reinvestment Zone Board shall consist of nine (9) Directors, as follows:

1. The member of the State Senate in whose district TIRZ No. 3 is located is a member of the Board, and the member of the State House of Representatives in whose district TIRZ No. 3 is located is a member of the Board, except that either may designate another individual to serve in the member's place at the pleasure of the member.
2. Each taxing unit that levies taxes on real property in TIRZ No. 3 may appoint one (1) member to the Board if the taxing unit has approved the payment of all or part of the tax increment produced by the taxing unit into the tax increment fund for TIRZ No. 3. If a taxing unit chooses to not participate, then the City Council (the "Council") of the City of Jersey Village (the "City") may appoint a number of members to the Board such that the Board comprises nine (9) members.

Staff has reached out to members of the State Senate and State House of Representatives whose districts are located in the TIRZ No. 3. As of this writing Representative Rosenthal has said he will participate, but we have not yet heard from Senator Bettencourt.

Additionally, Staff has reached out to the following taxing units that levy taxes in the TIRZ No. 3, and have had no response concerning interest in participating in the Zone:

- Lone Star College;
- Harris County;
- Harris County Flood Control District;
- Harris County Port Authority;
- Cy Fair Independent School District; and
- Harris County Department of Education.

Staff requested to hear from these entities by April 12 if they would like to participate, or if they needed more time to consider participation. Given that Staff has had no response, at this time the City Council will need to appoint seven (7) Directors to serve on the TIRZ No. 3 Board.

In order to serve on the TIRZ No. 3 Board, with the exception of the State Senator and State House Representative members, all other Board members shall be at least eighteen (18) years of age and own real property in TIRZ No. 3, or be an employee or agent of a person that owns real property in TIRZ No. 3. Any Board member who ceases to possess such qualifications shall automatically be deemed to have vacated their membership on the Board.

The initial Board member appointments by the Council or a taxing unit shall be as follows:

1. No more than four (4) members shall be appointed for a term expiring December 31, 2021.

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2. No more than five (5) members shall be appointed for a term expiring December 31, 2022.

All appointments for Board members made after the initial appointments shall be for a term of two (2) years starting on January 1, except vacancies for unexpired terms, which shall be filled for the remainder of the unexpired term.

The authority and responsibility of the Board expressly includes:

1. Making recommendations to the Council regarding the administration of TIRZ No. 3;
2. Making recommendations to the Council regarding agreements that are necessary or convenient to implement the TIRZ No. 3 project plan and financing plan;
3. Making recommendations to the Council regarding agreements with local governments or political subdivisions for management of TIRZ No. 3;
4. Making recommendations to the Council regarding the expenditure of funds related to development and redevelopment of land within TIRZ No. 3;
5. Acting as the lead entity in working with other City boards and commissions regarding incentives, regulations, infrastructure, and all other physical and economic development decisions related to TIRZ No. 3; and,
6. Providing an annual progress report to the Council, and as requested by the Council.

The City currently has five (5) applications from individuals interested in appointment to serve as a Director on the TIRZ No. 3 Board of Directors. This item is to consider those applications and appoint Directors to serve on the TIRZ No. 3 Board of Directors.

Council engaged in discussion about the submitted applications. With no further discussion on the matter, Council Member Singleton moved appoint Bill Rackley, Katie Moore, Monica Escobedo, and Sylvia Perry to the TIRZ NO. 3 Board for the term ending December 31, 2021 and Meg Crady for the term ending December 31, 2022. Council Member Wasson seconded the motion. The vote follows:

Ayes: Council Members Wasson, Holden, Warren, Singleton, and Wubbenhorst

Nays: None

The motion carried.

RESOLUTION NO. 2021-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, APPOINTING MEMBERS TO SERVE AS DIRECTORS ON THE TAX INCREMENT REINVESTMENT ZONE BOARD FOR THE CITY OF JERSEY VILLAGE TAX INCREMENT REINVESTMENT ZONE NO. 3.

5. **Consider Resolution No. 2021-21, receiving the Planning and Zoning Commission’s Final Report concerning the proposal to amend the Code of Ordinances of the City**

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**of Jersey Village at Chapter 14 by authorizing revision of the official zoning map as set out in Section 14-82 so that area of land being generally described as approximately 3.9 acres of land adjacent to the southeast City limits near Jones Road and FM 529, in the City of Jersey Village, Texas, shall be changed from Zoning District A (“single-family dwelling district”) to Zoning District F (“First Business District”).**

Rick Faircloth, Planning and Zoning Commission Chair, introduced the item. Background information is as follows:

The Planning and Zoning Commission met on March 1, 2021 to discuss and take appropriate action on the application of Lasco Development Corporation, filed on behalf of Sezka Limited Partnership and Ronald B. Doan, Jr., requesting a zoning amendment change from District A to District F for that area of land being generally described as approximately 3.9 acres of land adjacent to the southeast City limits near Jones Road and FM 529, in the City of Jersey Village, Texas.

The Commission recommended in its preliminary report, which was submitted to Council at its March 15, 2021 meeting, that amendments be made to Chapter 14 of the Code of Ordinances of the City of Jersey Village, Texas by authorizing revision of the official zoning map as set out in Section 14-82 so that area of land being generally described as approximately 3.9 acres of land adjacent to the southeast City limits near Jones Road and FM 529, in the City of Jersey Village, Texas, shall be changed from Zoning District A (“single-family dwelling district”) to Zoning District F (“First Business District”). Additionally, the Commission requested that a Joint Public Hearing be ordered for April 19, 2021.

This evening, the City Council and the Planning and Zoning Commission conducted the joint public hearing. This item is for the Planning and Zoning Commission to present the final report and recommendation to Council.

With limited discussion on the matter, Council Member Singleton moved to approve Resolution No. 2021-21, receiving the Planning and Zoning Commission’s Final Report concerning the proposal to amend the Code of Ordinances of the City of Jersey Village at Chapter 14 by authorizing revision of the official zoning map as set out in Section 14-82 so that area of land being generally described as approximately 3.9 acres of land adjacent to the southeast City limits near Jones Road and FM 529, in the City of Jersey Village, Texas, shall be changed from Zoning District A (“single-family dwelling district”) to Zoning District F (“First Business District”). Council Member Wubbenhorst seconded the motion. The vote follows:

Ayes: Council Members Wasson, Holden, Warren, Singleton, and Wubbenhorst

Nays: None

The motion carried.

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RESOLUTION NO. 2021-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, RECEIVING THE PLANNING AND ZONING COMMISSION’S FINAL REPORT CONCERNING THE PROPOSAL TO AMEND THE CODE OF ORDINANCES OF THE CITY OF JERSEY VILLAGE AT CHAPTER 14 BY AUTHORIZING REVISION OF THE OFFICIAL ZONING MAP AS SET OUT IN SECTION 14-82 SO THAT AREA OF LAND BEING GENERALLY DESCRIBED AS APPROXIMATELY 3.9 ACRES OF LAND ADJACENT TO THE SOUTHEAST CITY LIMITS NEAR JONES ROAD AND FM 529, IN THE CITY OF JERSEY VILLAGE, TEXAS, SHALL BE CHANGED FROM ZONING DISTRICT A (“SINGLE-FAMILY DWELLING DISTRICT”) TO ZONING DISTRICT F (“FIRST BUSINESS DISTRICT”).

- 6. **Consider Ordinance No. 2021-18, amending the Code of Ordinances of the City of Jersey Village, Texas by authorizing revision of the official zoning map as set out in Section 14-82 so that area of land being generally described as approximately 3.9 acres of land adjacent to the southeast City limits near Jones Road and FM 529, in the City of Jersey Village, Texas, shall be changed from Zoning District A (“single-family dwelling district”) to Zoning District F (“First Business District”).**

Harry Ward, Director of Public Works, introduced the item. He explained that all of the procedural requirements of Section 14-84(c)(2) items a through c have been met. This item is to approve the ordinance that will enact the final recommendation from the Planning and Zoning Commission regarding revision of the official zoning map as set out in Section 14-82 so that area of land being generally described as approximately 3.9 acres of land adjacent to the southeast City limits near Jones Road and FM 529, in the City of Jersey Village, Texas, shall be changed from Zoning District A (“single-family dwelling district”) to Zoning District F (“First Business District”).

With limited discussion on the matter, Council Member Warren moved to approve Ordinance No. 2021-18, amending the Code of Ordinances of the City of Jersey Village, Texas by authorizing revision of the official zoning map as set out in Section 14-82 so that area of land being generally described as approximately 3.9 acres of land adjacent to the southeast City limits near Jones Road and FM 529, in the City of Jersey Village, Texas, shall be changed from Zoning District A (“single-family dwelling district”) to Zoning District F (“First Business District”). Council Member Holden seconded the motion. The vote follows:

Ayes: Council Members Wasson, Holden, Warren, Singleton, and Wubbenhorst

Nays: None

The motion carried.

ORDINANCE NO. 2021-18

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AN ORDINANCE AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES OF THE CITY OF JERSEY VILLAGE, TEXAS, BY AUTHORIZING REVISION OF THE OFFICIAL ZONING MAP AS SET OUT IN SECTION 14-82 SO THAT THE AREA OF LAND BEING GENERALLY DESCRIBED AS APPROXIMATELY 3.9 ACRES OF LAND ADJACENT TO THE SOUTHEAST CITY LIMITS NEAR JONES ROAD AND FM 529, IN THE CITY OF JERSEY VILLAGE, TEXAS, SHALL BE CHANGED FROM ZONING DISTRICT A (“SINGLE FAMILY DWELLING DISTRICT”) TO ZONING DISTRICT F (“FIRST BUSINESS DISTRICT”); CONTAINING OTHER FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL; PROVIDING A PENALTY AS PROVIDED BY SECTION 1-8 OF THE CODE; AND PROVIDING AN EFFECTIVE DATE.

- 7. Consider Resolution No. 2021-22, receiving the Planning and Zoning Commission’s Final Report concerning the proposal to amend the Code of Ordinances of the City of Jersey Village at Chapter 14, “Building and Development,” Article XII., “Landscaping, Bufferyard, Park and Open Space Standards,” Section 14-310, “General Standards,” at Subsection 6(e) in order to increase the requirements for pruning trees overhanging into the street or right-of-way.**

Rick Faircloth, Planning and Zoning Commission Chair, introduced the item. Background information is as follows:

The Planning and Zoning Commission met on March 1, 2021 to discuss and take appropriate action on the proposal to amend the Code of Ordinances of the City of Jersey Village at Chapter 14, “Building and Development,” Article XII., “Landscaping, Bufferyard, Park and Open Space Standards,” Section 14-310, “General Standards,” at Subsection 6(e) in order to increase the requirements for pruning trees overhanging into the street or right-of-way.

The Commission recommended in its preliminary report, which was submitted to Council at its March 15, 2021 meeting, that amendments be made to Chapter 14, “Building and Development,” Article XII., “Landscaping, Bufferyard, Park and Open Space Standards,” Section 14-310, “General Standards,” at Subsection 6(e) in order to increase the requirements for pruning trees overhanging into the street or right-of-way. Additionally, the Commission requested that a Joint Public Hearing be ordered for April 19, 2021.

This evening, the City Council and the Planning and Zoning Commission conducted the joint public hearing. This item is for the Planning and Zoning Commission to present the final report and recommendation to Council.

Council engaged in discussion of how this request came about. City Manager Bless explained that a review of the Tree Ordinance was a goal of the 2016 Comprehensive Plan and therefore, it was brought to the Planning and Zoning Commission for consideration. After discussions, this was the only change being suggested by the Commission. Council also discussed the need to make the changes over the sidewalks.

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With no further discussion on the matter, Council Member Wubbenhorst moved to approve Resolution No. 2021-22, receiving the Planning and Zoning Commission’s Final Report concerning the proposal to amend the Code of Ordinances of the City of Jersey Village at Chapter 14, “Building and Development,” Article XII., “Landscaping, Bufferyard, Park and Open Space Standards,” Section 14-310, “General Standards,” at Subsection 6(e) in order to increase the requirements for pruning trees overhanging into the street or right-of-way. Council Member Wasson seconded the motion. The vote follows:

Ayes: Council Members Wasson, Holden, Warren, Singleton, and Wubbenhorst

Nays: None

The motion carried.

RESOLUTION NO. 2021-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, RECEIVING THE PLANNING AND ZONING COMMISSION’S FINAL REPORT CONCERNING THE PROPOSAL TO AMEND THE CODE OF ORDINANCES OF THE CITY OF JERSEY VILLAGE AT CHAPTER 14, “BUILDING AND DEVELOPMENT,” ARTICLE XII., “LANDSCAPING, BUFFERYARD, PARK AND OPEN SPACE STANDARDS,” SECTION 14-310, “GENERAL STANDARDS,” AT SUBSECTION 6(E) IN ORDER TO INCREASE THE REQUIREMENTS FOR PRUNING TREES OVERHANGING INTO THE STREET OR RIGHT-OF-WAY.

8. **Consider Ordinance No. 2021-19, amending the Code of Ordinances of the City of Jersey Village, by amending Chapter 14, “Building and Development,” Article XII., “Landscaping, Bufferyard, Park and Open Space Standards,” Section 14-310, “General Standards,” at subsection 6(e) in order to increase the requirements for pruning trees overhanging into the street or right-of-way.**

Harry Ward, Director of Public Works, introduced the item. He explained that all of the procedural requirements of Section 14-84(c)(2) items a through c have been met. This item is to approve the ordinance that will enact the final recommendation from the Planning and Zoning Commission regarding amendments to Chapter 14, “Building and Development,” Article XII., “Landscaping, Bufferyard, Park and Open Space Standards,” Section 14-310, “General Standards,” at subsection 6(e) in order to increase the requirements for pruning trees overhanging into the street or right-of-way.

With limited discussion on the matter, Council Member Warren moved to approve Ordinance No. 2021-19, amending the Code of Ordinances of the City of Jersey Village, by amending Chapter 14, “Building and Development,” Article XII., “Landscaping, Bufferyard, Park and Open Space Standards,” Section 14-310, “General Standards,” at subsection 6(e) in order to increase the requirements for pruning trees overhanging into the street or right-of-way. Council Member Singleton seconded the motion. The vote follows:

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Ayes: Council Members Wasson, Holden, Warren, Singleton, and Wubbenhorst

Nays: None

The motion carried.

ORDINANCE NO. 2021-19

AN ORDINANCE OF THE CITY OF JERSEY VILLAGE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF JERSEY VILLAGE, BY AMENDING CHAPTER 14, “BUILDING AND DEVELOPMENT,” ARTICLE XII., “LANDSCAPING, BUFFERYARD, PARK AND OPEN SPACE STANDARDS,” SECTION 14-310, “GENERAL STANDARDS,” AT SUBSECTION 6(E) IN ORDER TO INCREASE THE REQUIREMENTS FOR PRUNING TREES OVERHANGING INTO THE STREET OR RIGHT-OF-WAY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY AS PROVIDED BY SECTION 1-8 OF THE CODE; AND PROVIDING AN EFFECTIVE DATE.

**I. MAYOR AND COUNCIL COMMENTS**

Pursuant to Texas Government Code § 551.0415, City Council Members and City staff may make a reports about items of community interest during a meeting of the governing body without having given notice of the report. Items of community interest include:

- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- A reminder about an upcoming event organized or sponsored by the governing body;
- Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and
- Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

**Council Member Wubbenhorst:** Council Member Wubbenhorst congratulated the Jersey Village Soccer Team for their recent victory. He also thanked the Mayor and Council Member Holden for their service. You both have done a great job that is much appreciated.

**Council Member Singleton:** Council Member Singleton thanked Council Member Holden for his service. He stated that he has learned much from him and Jersey Village is a much better place because of his service. He also told the Mayor thank you for his service. He stated that even though the Mayor will leave office in May, he looks forward to working with him as a neighbor and friend. He liked that so many came to the meeting tonight. He reminded all to get to know

REGULAR MEETING OF THE CITY COUNCIL  
CITY OF JERSEY VILLAGE, TEXAS – APRIL 19, 2021

your neighbors and try to understand their point of view. The July 4 parade is coming soon. He encouraged all to attend. It will be the old parade route

**Council Member Wasson:** Council Member Wasson feels he has the best seat. On the right is the Mayor. He explained that he came to know him on-line. He is honored to have worked with the Mayor. On the left is Council Member Greg Holden. His dedication to serve the City is admirable and enviable. He has served many years. He has much experience and we all have learned much from him. Both are friends. He thanked all for coming tonight.

**Council Member Holden:** Council Member Holden stated that he started on Council with a goal to leave Jersey Village in a better place and he believes it is in a much better place today. He has served with many Council Members over the years, some 20 to 25, but this Council is the most informed and the most engaged and he supports them. They have done a great job. He closed by saying thank you for allowing me to serve the City.

**Council Member Warren:** Council Member Warren told everyone that early voting started today. Please make plans to vote early and only use Election Day as a backup plan. He thanked the many people who came out to speak today. Citizens do have a voice. They have a say in city government. That voice was exercised here today. Elections are conducted each year so use your voice at the ballot box. You can also use your voice by coming to Council Meetings or just by reaching out to Council Members via email or phone. It is important to hear from everyone regardless of your position.

**Mayor Mitcham:** Mayor Mitcham thanked everyone for coming and for their comments. It has been an honor to serve on Council. He explained that he was first appointed in 2015. At that time, he was immediately “thrown” into the budget planning process. The meeting packet was very detailed. He just listened and learned. He looked to experienced Council Members. He thanked Council Member Greg Holden for his service. He thanked all the Council for their service. He has enjoyed working with everyone. He has been successful because of all that have worked with him to accomplish good. He is never alone. He has many lifelong friends. He will miss serving. He thanked all for being willing to run for City Council.

**J. RECESS THE REGULAR SESSION**

Mayor Mitcham Recessed the Regular Session at 9:03 p.m. to Convene into Executive Session pursuant to the Texas Open Meetings Act, Government Code Section 551.071 – Consult with Attorney and Section 551.072 – Deliberation Regarding Real Property.

**K. EXECUTIVE SESSION**

1. Consult with Attorney pursuant to the Texas Open Meetings Act Section 551.071, and Section 551.072, Deliberation Regarding Real Property, regarding Cause No. 1060758; *City of Jersey Village, Texas v. Joe Myers Dealership Property, L.P.*; in the County Court at Law No. 4 in and for Harris County, Texas. *City Attorney*

**L. ADJOURN EXECUTIVE SESSION**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

REGULAR MEETING OF THE CITY COUNCIL  
CITY OF JERSEY VILLAGE, TEXAS – APRIL 19, 2021

Mayor Mitcham adjourned the Executive Session at 9:37 p.m. and reconvened the Regular Session, stating that no final actions, decisions, or votes were had during the Executive Session.

**M. RECONVENE REGULAR SESSION**

- 1. Discuss and take appropriate action on matters discussed in Executive Session, including consideration and possible action on Resolution No. 2021-23, approving an Agreed Final Judgement with Joe Myers Dealership Property, LP for the acquisition of a 5' Wide Sound Wall Easement across a 0.1754 acre tract of land as part of the US HWY 290 Expansion Project within the City of Jersey Village; and authorizing the City Manager to execute the Agreed Final Judgement and related documents; and making other findings related hereto.**

With no further discussion on the matter, Council Member Warren moved to approve Resolution 2021-23 on the condition that the Agreed Final Judgment be revised to include reference to the Assignment of Claims prior to execution by the parties. Council Member Singleton seconded the motion. The vote follows:

Ayes: Council Members Wasson, Holden, Warren, Singleton, and Wubbenhorst

Nays: None

The motion carried.

RESOLUTION NO. 2021-23

A RESOLUTION OF THE CITY OF JERSEY VILLAGE, TEXAS, APPROVING AN AGREED FINAL JUDGEMENT WITH JOE MYERS DEALERSHIP PROPERTY, LP FOR THE ACQUISITION OF A 5' WIDE SOUND WALL EASEMENT ACROSS A 0.1754 ACRE TRACT OF LAND AS PART OF THE US HWY 290 EXPANSION PROJECT WITHIN THE CITY OF JERSEY VILLAGE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREED FINAL JUDGEMENT AND RELATED DOCUMENTS; AND MAKING OTHER FINDINGS RELATED HERETO.

**M. ADJOURN**

There being no further business on the Agenda the meeting was adjourned at 9:38 p.m.

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Lorri Coody, City Secretary



**MINUTES OF THE SPECIAL SESSION MEETING OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, HELD ON MAY 4, 2021 AT 7:00 P.M. AT THE CIVIC CENTER AUDITORIUM, 16327 LAKEVIEW DRIVE, JERSEY VILLAGE, TEXAS 77040.**

A quorum of the members of the Jersey Village City Council met on Wednesday, May 4, 2021, at 7:00 p.m. at the Civic Center Auditorium, 16327 Lakeview Drive, Jersey Village, Texas 77040 for the purpose of attending the Village Center and City Hall Information Session.

The following members attended the meeting:

Mayor, Andrew Mitcham  
Council Member, Drew Wasson;  
Council Member, Bobby Warren; and  
Council Member, Greg Holden.

Council Members, James Singleton and Gary Wubbenhorst were not in attendance.

No official business for the City of Jersey Village was conducted at this meeting.



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Lorri Coody, City Secretary

**CITY COUNCIL  
CITY OF JERSEY VILLAGE, TEXAS  
AGENDA REQUEST**

**AGENDA DATE:** May 10, 2021

**AGENDA ITEM:** G2

**AGENDA SUBJECT:** Consider Resolution No. 2021-24, receiving the Capital Improvements Advisory Committee’s April 2021 Semiannual Progress Report.

**Department/Prepared By:** Lorri Coody, City Secretary **Date Submitted:** April 29, 2021

**EXHIBITS:** [Resolution No. 2021-24](#)  
[Exhibit A](#) – CIAC April 2021 Semiannual Progress Report

**BACKGROUND INFORMATION:**

The Capital Improvements Advisory Committee (CIAC) met on April 28, 2021 to discuss the growth rate, capital improvement projects completed, and impact fees collected and to review the capital improvements projects identified in the Capital Improvements Plan in order to compile their April Semiannual Report covering the first six (6) months of fiscal year 2020-2021.

This item is to receive the April 2021 Semiannual Progress Report prepared at the April 28, 2021 CIAC Meeting.

**RECOMMENDED ACTION:**

**MOTION:** To approve Resolution No. 2021-24, receiving the Capital Improvements Advisory Committee’s April 2021 Semiannual Progress Report.

**CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021**

**RESOLUTION NO. 2021-24**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, RECEIVING THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE’S APRIL 2021 SEMIANNUAL PROGRESS REPORT.**

\* \* \* \* \*

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS:**

**THAT,** the Capital Improvements Advisory Committee’s April 2021 Semiannual Progress Report is hereby received. The report is attached hereto as “Exhibit A.”

**PASSED AND APPROVED** this the 10<sup>th</sup> day of May, 2021.

\_\_\_\_\_  
Bobby Warren, Mayor

**ATTEST:**

\_\_\_\_\_  
Lorri Coody, City Secretary



**EXHIBIT A**

**RESOLUTION 2021-24**

**APRIL 2021 SEMIANNUAL PROGRESS REPORT**



**CITY OF JERSEY VILLAGE  
CAPITAL IMPROVEMENTS ADVISORY COMMITTEE  
SEMIANNUAL PROGRESS REPORT  
April 28, 2021**

The Capital Improvements Advisory Committee has met in order to review current land use assumptions, capital improvements plan and impact fees imposed, in accordance with Chapter 395 of the Texas Local Government Code.

**Background:**

Sec. 395.052 of the Local Government Code requires a periodic update of Land Use Assumptions and Capital Improvements Plan at least every five years. By law the update must be done by a professional engineer. In accordance with these provisions, on June 23, 2020, the Capital Improvements Advisory Committee met with Consultants from Jones | Carter in order to review and discuss the 2020 Update Study concerning land use assumptions, capital improvements plan and impact fees, which was prepared by these Consultants and recommended that City Council approve the Draft Water and Wastewater Impact Fee Study Report .

On July 20, 2020 under Ordinance 2020-17, City Council adopted the updated Land Use Assumptions, a Capital Improvements Plan, and Impact Fees for water and wastewater facilities in accordance with Chapter 395 of the Texas Local Government Code.

**Progress:**

During the first six months of FY 2020-2021, a total of one (1) new home construction permits and two (2) new commercial construction permits were issued with permit fees totaling \$43,849.52 as shown in the Project Payment Report attached hereto and made a part hereof as Exhibit A.

As of March 31, 2021, the City’s Impact Fee Fund has a Cash Balance of \$1,029,737.35 as reflected in the Trial Balance Report attached here to and made a part hereof as Exhibit B.

**Impact Fee Eligible Projects Identified in the Capital Improvements Plan:**

The following is a listing of both Water and Wastewater Impact Fee Eligible Projects identified in the Capital Improvements Plan for future projected growth:

**Existing Water Projects:**

- |                                     |           |
|-------------------------------------|-----------|
| 1. Jones Road Extension – Utilities | \$670,000 |
| 2. 2020 Impact Fee Study            | \$ 75,000 |

**Proposed Water Projects:**

- |  |           |
|--|-----------|
| 1. Seattle Water Plant – Well Repair               | \$385,000 |
| 2. SCADA System Upgrades                           | \$250,000 |
| 3. Village Water Plant – Service Pump Upgrades*    | \$ 80,000 |
| 4. Village Water Plant – Rehabilitation*           | \$275,000 |
| 5. Seattle Water Plant – GST Rehabilitation*       | \$375,000 |
| 6. Seattle Water Plant – Variable Frequency Drive* | \$100,000 |

7. Seattle Water Plant – Generator	\$500,000
8. West Road Water Plant – Generator Repair*	\$150,000
9. Congo Elevated Storage Tank Rehabilitation	\$450,000
10. Water Plant LED Light Projects*	\$100,000
11. Hydrant and Valve Survey	\$100,000
12. Water Master Plan	\$125,000
13. Impact Fee Study & Rate Analysis	\$ 75,000
14. Proposed Water Facility #4**	\$7,183,000
15. City of Houston Interconnect No. 2**	\$1,472,000
16. FM 529 8” & 12” Water Line from Harms Road to HWY 290 Service to ETJ**	\$981,000
17. Charles Road 8” & Wright Road 12” Water Line Loop Service to ETJ**	\$1,051,000
18. Wright Road 12” Water Line from Charles Road to HWY 290 Service to ETJ**	\$1,072,000
19. Fairview Street 12” Water Line from FM 529 to Taylor Road Service to ETJ**	\$1,948,000
20. Harms Road 12” Water Line from FM 529 to Taylor Road Service to ETJ**	\$2,195,000
21. Musgrove Lane 8” & 12” Water Line from Taylor Rd to Jones Rd along HWY 290 – Service to ETJ**	\$505,000
22. Taylor RD 8” Water Line Extension from HWY 290 to Edge of ETJ Service to ETJ**	\$132,000
<b>TOTAL:</b>	<b>\$ 20,249,000</b>

Notes:

\*Project scope & estimated costs are based on the City’s 2018 Capital Improvements Plan.

\*\*Project scope & estimated costs based on the City’s 2015 Water & Wastewater Impact Fee Study

**Existing Wastewater Projects:**

- |                       |           |
|-----------------------|-----------|
| 1. Jones Road 8” Line | \$539,543 |
|-----------------------|-----------|

**Proposed Wastewater Projects:**

- |   |             |
|---|-------------|
| 1. Rehabilitation/Repair of Sanitary Sewer Lines Utilizing Existing Televising Videos                           | \$2,000,000 |
| 2. Lift Station and Castlebridge WWTP Inspection  | \$60,000    |
| 3. Lift Station Rehabilitation/Repair   | \$1,500,000 |
| 4. Castlebridge WWTP Rehabilitation   | \$1,500,000 |
| 5. Manhole Survey   | \$100,000   |
| 6. Wastewater Master Plan   | \$175,000   |
| 7. Impact Fee Study & Rate Analysis   | \$75,000    |
| 8. White Oak Bayou Treatment Plant Generator Replacement & Bleach Conversion*                                   | \$650,000   |
| 9. White Oak Bayou Treatment Plant CIP Projects (2022-2024)*  | \$1,305,000 |
| 10. Charles Road 8” Wastewater Line from FM 529 to Wright Road<br>Service to ETJ**                              | \$645,000   |
| 11. Charles Road Area 8” Wastewater Lines – Service to ETJ**  | \$361,000   |
| 12. Proposed Lift Station #1 at Taylor Road/HWY 290 & 12” Force Main to<br>Castlebridge WWTP – Service to ETJ** | \$2,305,000 |
| 13. Wright Road 10” Wastewater Line From FM 529 to HWY 290<br>Service to ETJ**                                  | \$944,000   |
| 14. Taylor Road 8”, 10”, & 12” Wastewater Line – Service to ETJ**   | \$1,116,000 |

15. Fairview Street 10” Wastewater Line from FM 529 to Taylor Road Service to ETJ**	\$1,006,000
16. Harms Road 10” Wastewater Line from FM 529 to Taylor Road Service to ETJ**	\$986,000
17. Jones Road Area 8” Wastewater Line**	<u>\$208,000</u>
<b>TOTAL:</b>	<b>\$15,475,543</b>

Notes:

\*Project scope & estimated costs based on the White Oak Bayou WWTP Major Project Reserves.

\*\*Project scope & estimated costs based on the City’s 2015 Water & Wastewater Impact Fee Study.

**Recommendations:**

After duly considering all the information before it, the Capital Improvements Advisory Committee recommends to Council that:

  xx   The current impact fee structure is sufficient to support the proposed Water and Wastewater Impact Fees Eligible Projects listed in the Capital Improvements Plan and it is not necessary to conduct and Impact Fee Study to reevaluate the City’s impact fee structure at this time.

       The current impact fee structure is not sufficient to support the proposed Water and Wastewater Impact Fees Eligible Projects listed in the Capital Improvements Plan and it is necessary that the City hire a consultant to conduct an Impact Fee Study to reevaluate the City’s impact fee structure. The budget for this effort is already approved.

Signed and approved this the 28th day of April, 2021.

s/Rick Faircloth, Chairman

**ATTEST:**

s/Lorri Coody, City Secretary



STATUS: ALL

PROJECTS: THRU ZZZZZZZZZZ

SEGMENT CODES: All

PAYMENT DATES: 10/01/2020 TO 3/31/

FEE CODES: Include: IMPACT WST, IMPACT WTR, IMPACT01, IMPACT02, IMPACT03, IMPACT04, IMPACT05, IMPACT06 IMPACT0SORTED BY: PRO

PROJECT	PAY DATE	ISSUED TO	PROPERTY	TOTAL PAID	COMMENT
0000008373	2/05/2021	HEIGHTS ENGINEERING LLC	8223 JONES RD	31,003.52CR	
0000008373	2/08/2021	HEIGHTS ENGINEERING LLC	8223 JONES RD	183.00CR	
0000008716	1/18/2021	MONTEBELLO CUSTOM HOMES	15406 LAKEVIEW DR	12,663.00CR	
TOTAL ALL PROJECTS:				3	43,849.52CR

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

STATUS: ALL

PROJECTS: THRU ZZZZZZZZZZ

SEGMENT CODES: All

PAYMENT DATES: 10/01/2020 TO 3/31/

FEE CODES: Include: IMPACT WST, IMPACT WTR, IMPACT01, IMPACT02, IMPACT03, IMPACT04, IMPACT05, IMPACT06 IMPACT0SORTED BY: PRO

\*\* SEGMENT CODE TOTALS \*\*

SEGMENT CODE	DESCRIPTION	TOTAL PAID
BLD-COM	COMMERCIAL BUILDING	31,186.52CR
BLD-RES	RESIDENTIAL BUILDING	12,663.00CR
	TOTAL	43,849.52CR

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

STATUS: ALL

PROJECTS: THRU ZZZZZZZZZZ

SEGMENT CODES: All

PAYMENT DATES: 10/01/2020 TO 3/31/

FEE CODES: Include: IMPACT WST, IMPACT WTR, IMPACT01, IMPACT02, IMPACT03, IMPACT04, IMPACT05, IMPACT06 IMPACT0SORTED BY: PRO

\*\* FEE CODE TOTALS \*\*

FEE CODE	DESCRIPTION	TOTAL PAYMENTS	TOTAL PAID
IMPACT01	IMPACT WATER 1 SERVICE UNIT	1	8,169.00CR
IMPACT02	IMPACT WASTE 1 SERVICE UNIT	1	4,494.00CR
IMPACT05	IMPACT WATER 2 IN. SERVICE UNI	3	31,186.52CR
		TOTAL	43,849.52CR

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

STATUS: ALL

PROJECTS: THRU ZZZZZZZZZZ

SEGMENT CODES: All

PAYMENT DATES: 10/01/2020 TO 3/31/

FEE CODES: Include: IMPACT WST, IMPACT WTR, IMPACT01, IMPACT02, IMPACT03, IMPACT04, IMPACT05, IMPACT06 IMPACT0SORTED BY: PRO

\*\* GENERAL LEDGER DISTRIBUTION \*\*

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
04 -0-0001	CASH	43,849.52
04 -43-8547	WATER DISTRIBUTION	39,355.52CR
04 -43-8548	SEWER PLANT CAPACITY	4,494.00CR

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

SELECTION CRITERIA

REPORT SELECTION

PROJECT RANGE FROM: THROUGH ZZZZZZZZZZ  
 PROJECT STATUS: All  
 SEGMENT CODE: All  
 FEE CODE: Include: IMPACT WST, IMPACT WTR, IMPACT01, IMPACT02, IMPACT03, IMPACT04, IMPACT05, IMPACT06 IMPACT0

PAYMENT SELECTION: DATE RANGE FROM: 10/01/2020 THROUGH 3/31/2021

PRINT OPTIONS

SECURITIES ONLY: NO  
 INCLUDE SECURITIES: NO  
 SEGMENT DETAIL: NO  
 INCLUDE REVERSE PAYMENTS: NO  
 REPORT SEQUENCE: PROJECT  
 COMMENT CODE:

\*\*END OF REPORT\*\*

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021



Jersey Village, TX

# Trial Balance Account Summary

Date Range: 10/01/2020 - 03/31/2021

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

Account	Name	Beginning Balance	Period Total Debits	Period Total Credits	Net Change	Ending Balance
<b>Fund: 04 - IMPACT FEE FUND</b>						
<a href="#">04-0-0001</a>	CASH	-20,485.68	44,108.52	0.00	44,108.52	23,622.84
<a href="#">04-0-0005</a>	CASH INVESTED	1,005,704.03	410.48	0.00	410.48	1,006,114.51
<a href="#">04-0-0115</a>	ACCRUED INTEREST	0.00	0.00	0.00	0.00	0.00
<a href="#">04-0-0401</a>	DUE FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00
<a href="#">04-0-0402</a>	DUE FROM UTILITY FUND	0.00	0.00	0.00	0.00	0.00
<a href="#">04-0-0403</a>	DUE FROM DEBT SERVICE FND	0.00	0.00	0.00	0.00	0.00
<a href="#">04-0-0405</a>	DUE FROM MOTEL TAX FUND	0.00	0.00	0.00	0.00	0.00
<a href="#">04-0-0406</a>	DUE FROM ASSET FORF. FUND	0.00	0.00	0.00	0.00	0.00
<a href="#">04-0-0409</a>	DUE FROM DISBURSEMENT FND	0.00	0.00	0.00	0.00	0.00
<a href="#">04-0-1010</a>	ACCOUNTS PAYABLE	0.00	0.00	0.00	0.00	0.00
<a href="#">04-0-1401</a>	DUE TO GENERAL FUND	0.00	0.00	0.00	0.00	0.00
<a href="#">04-0-1402</a>	DUE TO UTILITY FUND	0.00	0.00	0.00	0.00	0.00
<a href="#">04-0-1403</a>	DUE TO DEBT SERVICE FUND	0.00	0.00	0.00	0.00	0.00
<a href="#">04-0-1405</a>	DUE TO MOTEL TAX FUND	0.00	0.00	0.00	0.00	0.00
<a href="#">04-0-1406</a>	DUE TO ASSET FORF. FUND	0.00	0.00	0.00	0.00	0.00
<a href="#">04-0-1499</a>	DUE TO DISBURSEMENT FUND	0.00	0.00	0.00	0.00	0.00
<a href="#">04-0-2050</a>	EXPENDITURE CONTROL	0.00	0.00	0.00	0.00	0.00
<a href="#">04-0-2060</a>	REVENUE CONTROL	0.00	0.00	0.00	0.00	0.00
<a href="#">04-0-2100</a>	PRIOR YEAR FUND BALANCE	-431,432.96	0.00	0.00	0.00	-431,432.96
<a href="#">04-0-2104</a>	RESERVED WATER CAPACITY	-216,370.91	0.00	0.00	0.00	-216,370.91
<a href="#">04-0-2105</a>	RESERVED W/W CAPACITY	-337,414.48	0.00	0.00	0.00	-337,414.48
<a href="#">04-0-2106</a>	RESERVED- WATER DISTRIBUTION	0.00	0.00	0.00	0.00	0.00
<a href="#">04-0-2107</a>	RESERVED-W/W COLLECTION	0.00	0.00	0.00	0.00	0.00
<a href="#">04-43-8547</a>	WATER DISTRIBUTION	0.00	0.00	39,614.52	-39,614.52	-39,614.52
<a href="#">04-43-8548</a>	SEWER PLANT CAPACITY	0.00	0.00	4,494.00	-4,494.00	-4,494.00
<a href="#">04-43-8549</a>	WATER PLANT CAPACITY	0.00	0.00	0.00	0.00	0.00
<a href="#">04-43-8551</a>	SEWER COLLECTION	0.00	0.00	0.00	0.00	0.00
<a href="#">04-43-9601</a>	INTEREST EARNED	0.00	0.00	410.48	-410.48	-410.48
<a href="#">04-45-5515</a>	CONSULTANT SERVICES	0.00	0.00	0.00	0.00	0.00
<a href="#">04-45-9761</a>	TRANSFER TO UTILITY FUND	0.00	0.00	0.00	0.00	0.00
<b>Fund 04 Total:</b>		<b>0.00</b>	<b>44,519.00</b>	<b>44,519.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Report Total:</b>		<b>0.00</b>	<b>44,519.00</b>	<b>44,519.00</b>	<b>0.00</b>	<b>0.00</b>

### Fund Summary

Fund	Beginning Balance	Total Debits	Total Credits	Ending Balance
04 - IMPACT FEE FUND	0.00	44,519.00	44,519.00	0.00
<b>Report Total:</b>	<b>0.00</b>	<b>44,519.00</b>	<b>44,519.00</b>	<b>0.00</b>

**CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021**

**CITY COUNCIL - CITY OF JERSEY VILLAGE, TEXAS  
AGENDA REQUEST**

**AGENDA DATE:** May 10, 2021

**AGENDA ITEM:** G3

**AGENDA SUBJECT:** Consider Resolution No. 2021-25, designating the Harris County Tax Assessor-Collector's Office to calculate the No-New-Revenue Tax Rate and the Voter-Approval Tax Rate in accordance with the Texas Tax Code.

**Dept. /Prepared By:** Isabel Kato, Finance Director

**Date Submitted:** April 26, 2021

**EXHIBITS:** [Resolution No. 2021-25](#)

<b>BUDGETARY IMPACT:</b>	Required Expenditure:	\$ 0
	Amount Budgeted:	\$ 0
	Appropriation Required:	\$ 0

**CITY MANAGER APPROVAL:** AB

**BACKGROUND INFORMATION:**

Since 2006, Harris County had performed the collection of the Property Taxes for the City of Jersey Village. Included in the contract between the City of Jersey Village and Harris County Tax Assessor and Collector office is the calculation of the Truth in Taxation. At this time, City Staff is respectfully requesting from City Council to approve this Resolution allowing Harris County to perform the Truth in Taxation calculation.

**RECOMMENDED ACTION:**

**MOTION:** To Approve Resolution No. 2021-25, designating the Harris County Tax Assessor-Collector's office to calculate the No-New-Revenue Tax Rate and the Voter-Approval Tax Rate for the City of Jersey Village in accordance with the Texas Tax Code.

**CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021**

**RESOLUTION NO. 2021-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, DESIGNATING THE HARRIS COUNTY TAX ASSESSOR-COLLECTOR’S OFFICE TO CALCULATE THE NO-NEW-REVENUE TAX RATE AND THE VOTER-APPROVAL TAX RATE IN ACCORDANCE WITH THE TEXAS TAX CODE.**

**WHEREAS**, the State Legislature amended the Texas Tax Code in 2019 as part of its Property Tax reform; and

**WHEREAS**, Texas Tax Code Sections 26.04 (c) and 26.17 (e) now require an officers or an employee designated by the governing body to calculate the no-new-revenue tax rate and the voter-approval tax rate for the taxing unit after the assessor submits the certified appraised roll; and

**WHEREAS**, Harris County Tax Assessor-Collector’s Office is qualified to calculate the no-new-revenue tax rate and the voter-approval tax rate for the City of Jersey Village in accordance with Section 26.04 (c) and 26.17 (e) of the Texas Tax Code ; **NOW THEREFORE**,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS:**

That Harris County Tax Assessor-Collector’s Office is hereby designated as a qualified professional to calculate the no-new revenue tax rate and the voter-approval tax rate for the City of Jersey Village in accordance with section 26.04 (c) and 26.17 (e) of the Texas Tax Code.

**PASSED AND APPROVED** this the 10th day of May, A.D., 2021.

\_\_\_\_\_  
Bobby Warren, Mayor

**ATTEST:**

\_\_\_\_\_  
Lorri Coody, City Secretary



**CITY COUNCIL  
CITY OF JERSEY VILLAGE, TEXAS  
AGENDA REQUEST DISCUSSION FORM**

**AGENDA DATE:** May 04, 2021

**AGENDA ITEM:** G4

**AGENDA SUBJECT:** Consider Resolution No. 2021-26, declaring surplus equipment and authorizing disposition by the City Manager in accordance with the City's Administrative Procedures.

**Department/**

**Prepared By:** B. Blevins

**Date Submitted:** May 4, 2021

**EXHIBITS:** [Resolution No. 2021-26](#)  
[Exhibit A](#) – Surplus Equipment May 2021

**BUDGETARY IMPACT:** Required Expenditure:  
Amount Budgeted:  
Appropriation Required:

**CITY MANAGER APPROVAL:**

**BACKGROUND INFORMATION:**

City staff is requesting City Council to declare surplus equipment as obsolete and authorize City Manager to dispose of via a method approved by the city's administrative procedures.

**RECOMMENDED ACTION:**

**MOTION:** To approve Resolution No. 2021-26, declaring surplus equipment and authorizing disposition by the City Manager in accordance with the City's Administrative Procedures.

**RESOLUTION NO. 2021-26**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, DECLARING SURPLUS EQUIPMENT AND AUTHORIZING DISPOSITION BY THE CITY MANAGER IN ACCORDANCE WITH THE CITY’S ADMINISTRATIVE PROCEDURES.**

**WHEREAS**, all equipment has met the requirements of the City’s Computer Replacement Plan; and

**WHEREAS**, the City no longer uses this equipment as it has exceeded its useful life span; and

**WHEREAS**, upon authorization and approval of the City Council, the equipment described in the attached “Exhibit A” will be disposed of under the direction of the City Manager via a method approved by the City’s administrative procedures; **NOW THEREFORE**,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS THAT:**

The City Manager is authorized to properly dispose of this equipment described in the attached “Exhibit A”.

**PASSED AND APPROVED** this the 10th day of May, A.D., 2021.

\_\_\_\_\_  
Bobby Warren, Mayor

**ATTEST:**

\_\_\_\_\_  
Lorri Coody, City Secretary



Exhibit A  
2021 Obsolete Equipment

<u>Serial number</u>	<u>Part number</u>	<u>Product Description</u>
CNU325BR4Z	D8C07UT#ABA	HP EliteBook 8470p
2UA5260YWJ	G5R5OUT#ABA	HP EliteDesk 800 G1 SFF
2UA5260YZL	G5R5OUT#ABA	HP EliteDesk 800 G1 SFF
2UA5260YXT	G5R5OUT#ABA	HP EliteDesk 800 G1 SFF
2UA5260YYT	G5R5OUT#ABA	HP EliteDesk 800 G1 SFF
MX241300Y4	736661-S01	ProLiant ML310e Gen8
2530PVHSM678800304	Smart 1500 LCD	Tripp-Lite
2530PVHSM678801047	Smart 1500 LCD	Tripp-Lite
CN58BF31F6	A7F64-64001	HP Officejet Pro 8610
CN460C30HD	A7F64-64001	HP Officejet Pro 8610
CN59MFX1SY	A7F64-64002	HP Officejet Pro 8610
MHB847020	E149091	Xerox Phaser 3600
MXL62823TM	P4K16UT#ABA	HP EliteDesk 800 G2 TWR
2UA628252X	L9K63UT#ABA	HP Z240 Tower Wrk
2UA7071W9V	1GG07UT#ABA	HP ProDesk 400 G4 SFF
2UA7071W9N	1GG07UT#ABA	HP ProDesk 400 G4 SFF
MXL62519GJ	W5X48UT#ABA	HP EliteDesk 800 G2 Mi
2UA5242DRW	J6D90UT#ABA	HP EliteDesk 800 G1 DM
2UA5242DRX	J6D90UT#ABA	HP EliteDesk 800 G1 DM
MXL62519HD	W5X48UT#ABA	HP EliteDesk 800 G2 Mi
2UA5112RL1	K6P87UT#ABA	HP ProDesk 600 G1 DM
2UA5122T89	K6P87UT#ABA	HP ProDesk 600 G1 DM
2UA5122T8Z	K6P87UT#ABA	HP ProDesk 600 G1 DM
8CG71064HZ	1KC09UT#ABA	HP ProDesk 400 G3 DM
5CGB817Z1GR	D9Y32AA#ABA	HP 2013 UltraSlim Dock
9541DY0BC525402009	BC350	Tripp-Lite Ultra
CNU333W2F8	B9C87UT#ABA	HP UltraSlim Dock
GG1506A	SD2008	Linksys 8 port switch
1214300507298	STB4278O0001WR	Symbol Tech
2UA2370F6J	SF610UP#ABA	HP Z400 Tower Wrk
2UA2370B7Z	SF604UP#ABA	HP Z400 Tower Wrk
2UA5260YWG	G5R5OUT#ABA	HP EliteDesk 800 G1 SFF
2UA5260YY4	G5R5OUT#ABA	HP EliteDesk 800 G1 SFF
MXL9282250	4HJ15UT#ABA	HP ProDesk 600 G4 SFF
2UA7071W9W	1GG07UT#ABA	HP ProDesk 400 G4 SFF
BDMGH0CCP8FG40	672647-003	HP Keyboard
CN0G778728-73-74N-1K4S	SE198WFPf	Dell Monitor 19
C4JN0FPG00043	41000543	Coban (M700)
11493757CG00034	42000521	Coban (UPS)
MX252500N6	Hp SAN Server	Hp ProLiant Micro Ser G8
2M254331L38	Hp Server	Hp ProLiant DL180 Gen9
9417ALCSM522600222	Smart3000RM2U	TRIPP-Lite SmartPro UPS
724720-001	672647-003	Hp Keyboard

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

537746-001	434821-002	Hp Keyboard
435382-001	434821-001	Hp Keyboard
537746-001	434821-002	Hp Keyboard
CN-04G481-71616-31K-05N3-A00	04G481	Dell Keyboard
CN-0DJ331-71616-894-OK6P	E145614	Dell Keyboard
2UA2370MPN	SF604UP#ABA	HP Z400 Wrk Station
JMX153541DN	47-18790-04	Cisco ASA 5505
JMX1820405M	CMMKE00ARA	Cisco ASA 5506
CNK14908HR	EM887A	Hp Compaq 1911 Mon
CNC033NYQD	EM887A	Hp Compaq 1911 Mon
A04377564	3CRBSG2093	3com Switch2920-Sfp
A04400332	3CRBSG2094	3com Switch2920-Sfp
CNU817XCOK	EN489AA	Hp Adv docking station
2070411110558-Z14	KVT219A-R2	Black Box Serv View
CN-OTJKG1-74261-24F-1AJU	OTJKG1	Dell P1705 Monitor
L6EV4JBC400EO	1720-410-050-7.01	3COM Switch 4400
LBNNTMJPT41XFY	44322AF64C00	AVAYA Switch 5520-48
LBNNTMJPT41LJ0	001B4FAB6C00	NORTEL switch 5520-48
	1350P002722DA7363	AirFiber 24 UBIQUITI
5CG6322H70	P3E15UT#ABA	HP Prox2 612 G1 Tablet
5CG6321T79	P3E15UT#ABA	HP Prox2 612 G1 Tablet
5CG6100FMB	P3E16UT#ABA	HP Prox2 612 G1 Tablet
5CG6321SFC	P3E15UT#ABA	HP Prox2 612 G1 Tablet
5CG52957RK	J8V92UT#ABA	HP Prox2 612 G1 Tablet
CNU4419Z87	J8V92UT#ABA	HP Prox2 612 G1 Tablet
5CG6321SPT	P3E15UT#ABA	HP Prox2 612 G1 Tablet
5CG6321TBC	P3E15UT#ABA	HP Prox2 612 G1 Tablet
5CG6521LZ8	P3E15UT#ABA	HP Prox2 612 G1 Tablet
CNU325BR4Z	D8C07UT#ABA	Hp EliteBook 8470p
5CG52732SH	J8V92UT#ABA	HP Prox2 612 G1 Tablet

**CITY COUNCIL  
CITY OF JERSEY VILLAGE, TEXAS  
AGENDA REQUEST DISCUSSION FORM**

**AGENDA DATE:** May 10, 2021

**AGENDA ITEM:** G5

**AGENDA SUBJECT:** Consider Resolution No. 2021-27, appointing members to the Fire Control Prevention Emergency Medical Services District Board.

**Department/Prepared By:** Lorri Coody

**Date Submitted:** May 5, 2021

**EXHIBITS:** [Resolution No. 2021-27](#)

**BACKGROUND INFORMATION:**

The official canvass of the returns of the Joint Special Election reflected that Propositions A and B were approved by a majority of qualified voters of the City who voted at the Special Election held for that purpose.

As a result, the creation of the District and the associated sales tax was approved and the ability of the Council to adopt a Resolution naming the Council and City Manager as the board of directors for the District was approved.

LGC Section 344.101 (e) states that a member of a governing body appointed under this section as an ex officio director serves a term concurrent with the member's term as a member of the governing body.

**RECOMMENDED ACTION:**

Motion: To approve Resolution No. 2021-27, appointing members to the Fire Control Prevention Emergency Medical Services District Board.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

**RESOLUTION NO. 2021-27**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, APPOINTING MEMBERS TO THE FIRE CONTROL PREVENTION EMERGENCY MEDICAL SERVICES DISTRICT BOARD.**

**WHEREAS**, the official canvass of the returns of the Joint Special Election held on May 1, 2021 reflect that Propositions A and B were approved by a majority of qualified voters of the City who voted at the Special Election held for that purpose; and

**WHEREAS**, as result, the creation of the District and the associated sales tax was approved and the ability of the Council to adopt a Resolution naming the Council and City Manager as the board of directors for the District was approved; and

**WHEREAS**, LGC Section 344.101 (e) states that a member of a governing body appointed under this section as an ex officio director serves a term concurrent with the member's term as a member of the governing body; **NOW THEREFORE**,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS THAT:**

**Section 1.** The recitals set forth in the preamble to this Resolution are hereby approved, ratified and confirmed.

**Section 2.** The following individuals are hereby appointed as Directors of the Fire Control Prevention, and Emergency Medical Services District for a term that runs concurrent with the member’s term on the City Council:

- Bobby Warren – Term ending May 2023;
- Drew Wasson – Term ending May 2022;
- Sheri Sheppard – Term ending May 2023;
- Michelle Mitcham – Term ending May 2023;
- James Singleton – Term ending May 2022; and
- Gary Wubbenhorst – Term ending May 2022.

**Section 3.** City Manager, Austin Bleess, is hereby appointed as a Director of the Fire Control Prevention, and Emergency Medical Services District for a term that runs concurrent with his service as City Manager.

**PASSED AND APPROVED** this 10th day of May 2021.

**ATTEST:**

\_\_\_\_\_  
Bobby Warren, Mayor

\_\_\_\_\_  
Lorri Coody, City Secretary



**CITY COUNCIL  
CITY OF JERSEY VILLAGE, TEXAS  
AGENDA REQUEST DISCUSSION FORM**

**AGENDA DATE:** May 10, 2021

**AGENDA ITEM:** H1

**AGENDA SUBJECT:** Consider Resolution 2021-28, electing a Mayor Pro Tem.

**Department/**

**Prepared By:** Lorri Coody

**Date Submitted:** April 21, 2021

**EXHIBITS:** [Resolution No. 2021-28](#)

**BACKGROUND INFORMATION:**

According to Article II, Sec. 2.05 of the City Charter, Council shall, at its first meeting following the general municipal election, elect one of its members as mayor pro tem.

The mayor pro tem shall act as mayor during the absence or disability of the mayor and shall have power to perform every act the mayor could perform; provided, however, that the mayor pro tem shall be entitled to vote upon all matters considered by the council.

If the mayor and the mayor pro tem are absent from a meeting, the council shall elect an attending member to preside over such meeting.

**RECOMMENDED ACTION:**

MOTION: To approve Resolution 2021-28, electing \_\_\_\_\_ as Mayor Pro Tem.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

**RESOLUTION NO. 2021-28**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, ELECTING A MAYOR PRO TEM.**

**WHEREAS**, the City Council shall, at its first meeting following the general municipal election, elect one of its members as mayor pro tem, and;

**WHEREAS**, City Council has nominated and approved the election of a mayor pro tem, now therefore;

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS:**

**THAT**, \_\_\_\_\_, is elected as the Mayor Pro tem for the City Council for the City of Jersey Village for a term of one year at the pleasure of Council.

**PASSED AND APPROVED** this the **10th** day of **May, 2021**.

\_\_\_\_\_  
Bobby Warren, Mayor

**ATTEST:**

\_\_\_\_\_  
Lorri Coody, City Secretary



**CITY COUNCIL  
CITY OF JERSEY VILLAGE, TEXAS  
AGENDA REQUEST**

**AGENDA DATE:** May 10, 2021

**AGENDA ITEM:** H2

**AGENDA SUBJECT:** Consider Resolution 2021-29, assigning Council Members to serve as liaison to various city committees and boards.

**Department/Prepared By:** Lorri Coody, City Secretary **Date Submitted:** April 21, 2021

**EXHIBITS:** [Resolution No. 2021-29](#)  
[Exhibit A](#) - Council Liaison Appointments

<b>BUDGETARY IMPACT:</b>	Required Expenditure:	\$
	Amount Budgeted:	\$
	Appropriation Required:	\$

**CITY MANAGER APPROVAL: AB**

**BACKGROUND INFORMATION:**

City Council members serve as liaisons to all city boards and committees. In this capacity, council members primarily serve to represent the desires of council to the board.

There are no established procedures for assigning liaison positions. With the recent election, the Building Board of Adjustments and Appeals, the Golf Course Advisory Committee, and the TIRZ 2 Board do not have liaisons appointed. Additionally, the newly created TIRZ 3 Board does not have a liaison appointed. This agenda item has been placed to allow Council Members to fill the vacant positions, and adjust other positions as desired.

Current assignments are:

Planning and Zoning Commission and  
Capital Improvements Advisory Committee  
Building Board of Adjustment and Appeals  
Parks and Recreation Advisory Committee  
Golf Course Advisory Committee  
Board of Adjustment  
TIRZ2  
TIRZ3

Drew Wasson  
Greg Holden  
James Singleton  
Bobby Warren  
Gary Wubbenhorst  
Bobby Warren  
No Appointment

**RECOMMENDED ACTION:**

**MOTION:** Approval of Resolution 2021-29, assigning Council Members to serve as liaison to various city committees and boards.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

**RESOLUTION NO. 2021-29**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, APPOINTING COUNCIL LIAISONS TO VARIOUS BOARDS AND COMMITTEES.**

**WHEREAS**, Section 9.12 of the City of Jersey Village Charter authorizes the establishment of such boards, agencies, and commissions deemed necessary for the conduct of the city’s business, and;

**WHEREAS**, the City Council of Jersey Village has caused to be created the Planning and Zoning Commission, the Capital Improvements Advisory Committee, the Building Board of Adjustment, the Zoning Board of Adjustment, the Golf Course Committee, and the Recreation and Events Committee, and;

**WHEREAS**, it has been the longstanding practice of Council Members to serve as liaisons for each of the aforementioned boards, agencies, or commissions, **NOW THEREFORE**;

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS**

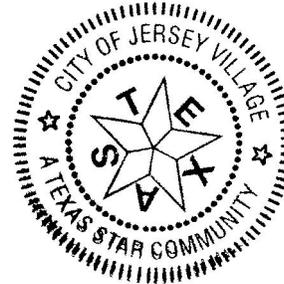
**THAT**, the following Council Members are appointed to serve as Council Liaison to various boards and committees as detailed in the attached Exhibit A.

**PASSED AND APPROVED** this the **10th** day of **May, 2021**.

\_\_\_\_\_  
Bobby Warren, Mayor

**ATTEST:**

\_\_\_\_\_  
Lorri Coody, City Secretary



City of Jersey Village – May 10, 2021  
City Council Liaison Assignments  
Exhibit A

Planning and Zoning Commission and  
Capital Improvements Advisory Committee

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Building Board of Adjustment and Appeals

---

Parks and Recreation Advisory Committee

---

Golf Course Advisory Committee

---

Board of Adjustment

---

TIRZ Board Zone No. 2

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TIRZ Board Zone No. 3

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**CITY COUNCIL - CITY OF JERSEY VILLAGE, TEXAS - AGENDA REQUEST**

**AGENDA DATE:** May 10, 2021

**AGENDA ITEM:** H3

**AGENDA SUBJECT:** Consider Ordinance No. 2021-22, continuing a Mayoral Declaration of Local Disaster due to public health emergency; waiving certain fees during the public health emergency; suspending the disconnection of water services during the public health emergency; providing restrictions on community gatherings; accounting for any potential conflict of laws; providing for a fine in an amount not to exceed five hundred dollars (\$500) for each offense; providing for severability; and, providing an effective date.

**Department/Prepared By:** Austin Bleess, City Manager **Date Submitted:** April 27, 2021

**EXHIBITS:** [Ordinance No. 2021-22](#)

**BACKGROUND INFORMATION:**

At this point in time staff feels we can end the emergency declaration of local disaster due to COVID-19. The three main reasons for this are:

- There does not appear to be any further financial benefit to continuing this declaration.
- There is a wide supply of vaccines readily available for people.
- As of March 29, 2021 everyone 16 years of age and older are eligible for the vaccine.
  - As of mid-April (the most recent data available as of this writing) the Texas Department of State Health Services said nearly 25% of the population in Harris County has been fully vaccinated.
- The Governor has opened all businesses and establishments to 100% capacity.

The Ordinance 2021-13, the latest iteration of the continuation of the emergency declaration will automatically expire on May 18<sup>th</sup>.

Any and all orders from the Governor and County Judge would still be in effect. By allowing this order to lapse it would have the following impact on Jersey Village and our residents:

- Processing and convenience fees for credit card payments would resume.
- Late fees on utility bills would no longer be waived.
- Water disconnections would resume.
- The penalties for violating the sign ordinance would no longer be waived.

For all of these items we would work to educate the community, residents and businesses, about these changes and staff would allow a grace period for the sign ordinance penalties and water disconnections.

The ordinance attached would extend the Mayoral Declaration of Local Disaster, if the Council chooses to do so.

**RECOMMENDED ACTION:**

To **not** approve Ordinance No. 2021-22, continuing a Mayoral Declaration of Local Disaster due to public health emergency; waiving certain fees during the public health emergency; suspending the disconnection of water services during the public health emergency; providing restrictions on community gatherings; accounting for any potential conflict of laws; providing for a fine in an amount not to exceed five hundred dollars (\$500) for each offense; providing for severability; and, providing an effective date and **to let Ordinance 2021-13 expire on May 18, 2021.**

**RECOMMENDED MOTION:**

No motion is recommended by staff. If Council does not choose to extend, than no action is required on the Ordinance.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

**ORDINANCE NO. 2021-22**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS CONTINUING A MAYORAL DECLARATION OF LOCAL DISASTER DUE TO PUBLIC HEALTH EMERGENCY; WAIVING CERTAIN FEES DURING THE PUBLIC HEALTH EMERGENCY; SUSPENDING THE DISCONNECTION OF WATER SERVICES DURING THE PUBLIC HEALTH EMERGENCY; PROVIDING RESTRICTIONS ON COMMUNITY GATHERINGS; ACCOUNTING FOR ANY POTENTIAL CONFLICT OF LAWS; PROVIDING FOR A FINE IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500) FOR EACH OFFENSE; PROVIDING FOR SEVERABILITY; AND, PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, in December 2019, a novel respiratory disease named “SARS-CoV-2” that causes what is now named "coronavirus disease 2019" (“COVID-19”) was detected in Wuhan City, Hubei Province, China; and

**WHEREAS**, symptoms of COVID-19 include fever, cough, and shortness of breath that may result in mild to severe illness, and in some cases death; and

**WHEREAS**, on January 30, 2020, the World Health Organization Director General declared the outbreak of COVID-19 as a Public Health Emergency of International Concern and advised countries to prepare for the containment of COVID-19, with such containment including active surveillance, early detection, isolation management, case management, contact tracing, and prevention of onward spread of COVID-19; and

**WHEREAS**, on January 31, 2020, the U.S. Health and Human Services Secretary declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19; and

**WHEREAS**, the identification of "community spread" cases of COVID-19 in the United States could potentially signal that transmission of COVID-19 may no longer be limited to travel to outbreak areas or contact with travelers who have visited outbreak areas; and

**WHEREAS**, according to the Center for Disease Control (the “CDC”), it is likely that, at some point, widespread transmission of COVID-19 in the United States will occur; and

**WHEREAS**, the CDC warns that widespread transmission of COVID-19 would translate into large numbers of people needing medical care at the same time; and

**WHEREAS**, the CDC also warns that COVID-19 could cause: schools, childcare centers, workplaces, and other places for mass gatherings to experience more absenteeism; public health and healthcare systems to become overloaded with elevated rates of hospitalizations and deaths; other critical public service infrastructure, such as law enforcement, emergency medical services, and transportation, to be affected; and, health care providers and hospitals to become overwhelmed; and

**WHEREAS**, given the CDC's guidance, among other things, there is an ongoing risk and likelihood of COVID-19-positive persons being identified in the City of Jersey Village; and

**WHEREAS**, the City of Jersey Village, local health agencies, and political subdivisions within the region have been working diligently to implement the CDC’s guidelines, but now

require additional tools and resources to protect the public health given the current state of COVID-19 and the need for a sustained response; and

**WHEREAS**, the CDC has determined that large events and mass gatherings can contribute to the spread of COVID-19 in the United States by travelers who attend these events and introduce COVID-19 to new communities; and

**WHEREAS**, the CDC, in accordance with its guidance for large events and mass gatherings, has recommended that event organizers, whether groups or individuals, cancel or postpone in-person events that consist of ten (10) people or more throughout the United States beginning March 17, 2020 and continuing through March 31, 2020; and

**WHEREAS**, the CDC, in accordance with its guidance for large events and mass gatherings, has recommended that event organizers, whether groups or individuals, cancel or postpone in-person events that consist of fifty (50) people or more throughout the United States beginning April 1, 2020 and continuing until such time as the CDC determines that such restrictions are not necessary; and

**WHEREAS**, on March 17, 2020, the Mayor of the City of Jersey Village provided a Declaration of Local Disaster Due to Public Health Emergency for the City of Jersey Village, with such declaration activating the City of Jersey Village Emergency Management Plan and authorizing: 1. the temporary or permanent acquiring, by lease, purchase, or other means, sites required for temporary housing units or emergency shelters for disaster victims; and, 2. the entering into of arrangements necessary to prepare or equip such sites for installation and use of temporary housing units or emergency shelters, including arrangements necessary for the transportation and purchase of temporary housing units or emergency shelters;

**WHEREAS**, the City Council of the City of Jersey Village, on March 23, 2020, extended the Mayor's Declaration of Local Disaster Due to Public Health Emergency until May 12, 2020; and

**WHEREAS**, the City Council of the City of Jersey Village, on May 11, 2020, extended the Mayor's Declaration of Local Disaster Due to Public Health Emergency until July 21, 2020; and

**WHEREAS**, the City Council of the City of Jersey Village, on July 20, 2020, extended the Mayor's Declaration of Local Disaster Due to Public Health Emergency until September 22, 2020; and

**WHEREAS**, the City Council of the City of Jersey Village, on September 21, 2020, extended the Mayor's Declaration of Local Disaster Due to Public Health Emergency until December 1, 2020; and

**WHEREAS**, the City Council of the City of Jersey Village, on November 16, 2020, extended the Mayor's Declaration of Local Disaster Due to Public Health Emergency until January 19, 2021; and

**WHEREAS**, the City Council of the City of Jersey Village, on January 19, 2021, extended the Mayor's Declaration of Local Disaster Due to Public Health Emergency until March 16, 2021; and

**WHEREAS**, the City Council of the City of Jersey Village, on March 15, 2021, extended the Mayor’s Declaration of Local Disaster Due to Public Health Emergency until March 18, 2021; and

**WHEREAS**, the City Council of the City of Jersey Village, through this Ordinance, desires to continue the Mayor’s Declaration of Local Disaster Due to Public Health Emergency and to ensure that any of Governor Greg Abbott’s Executive Orders, laws, or other regulations that relate to the COVID-19 are not in conflict with this Ordinance; and

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

**Section 1.** Pursuant to Texas Health and Safety Code 408.108(b), the City Council of the City of Jersey Village (the “Council”) hereby continues the Mayor’s Declaration of Local Disaster Due to Public Health Emergency for the City of Jersey Village (the “Mayor’s Declaration”) until the earlier of July 20, 2021, or until Governor Greg Abbott ends all relative COVID-19 Orders, Declarations, restrictions, and regulations that affect the City of Jersey Village.

**Section 2.** Pursuant to §122.006(1) of the Texas Health and Safety Code, the Council is authorized take any actions necessary to promote health and suppress disease, including quarantine and examination requirements of citizens and the regulating of hospitals.

**Section 3.** Pursuant to §122.006(2) of the Texas Health and Safety Code, the Council hereby declares that those persons under investigation, persons under management, and quarantined persons remain within the confines of their homes or in safe, secure facilities during the quarantine period following their exposure to the COVID-19.

**Section 4.** The Council hereby waives all processing and convenience fees for credit card payments required in Section 2-171 and Section 2-142(f)(16) of the City of Jersey Village Code of Ordinances throughout the duration of the Mayor’s Declaration as continued by this Ordinance.

**Section 5.** The Council hereby waives late fees on unpaid balances of water and wastewater bills as required by Section 70-77 of the City of Jersey Village Code of Ordinances throughout the duration of the Mayor’s Declaration as continued by this Ordinance.

**Section 6.** The Council hereby suspends the disconnection of water services provided in Section 70-77 of the City of Jersey Village Code of Ordinances throughout the duration of the Mayor’s Declaration as continued by this Ordinance.

**Section 7.** The Council hereby waives any penalty of Chapter 14, Article X, of the City of Jersey Village Code of Ordinances that would otherwise be applied to a sign modified or erected without a permit, if such sign is necessary, in any way, to mitigate the effects of the public health emergency caused by COVID-19, or to assist the citizens of the City of Jersey Village during the public health emergency caused by COVID-19.

**Section 8.** The Council hereby recognizes that Governor Greg Abbott has issued, and will continue to issue, Executive Orders, as well as other laws and regulations, that relate to COVID-19 (the “Orders”). The Council hereby acknowledges that any portion of this Ordinance that conflicts with any portion of the Orders is null and void and the provisions of

the Orders supersede and control. The provisions of the Orders are incorporated herein by reference. Nothing in this Ordinance is intended to affect the continuation of the Mayor’s Declaration provided in the City of Jersey Village Ordinance No. 2020-06.

**Section 9.** Any person, firm, corporation, agent, or employee thereof who violates any of the provisions of this ordinance commits an offense that is considered a class C misdemeanor and each day the violation continues shall be a separate offense punishable by a fine of not more than five hundred dollars (\$500). A culpable mental state is not required for the commission of an offense under this Ordinance and need not be proved. The penalty provided for in this Ordinance is in addition to any other remedy that the City may have under any applicable law.

**Section 10.** In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same, to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the Council declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**Section 10.** This Ordinance shall take effect immediately upon its approval.

**APPROVED AND ADOPTED THIS 10<sup>th</sup> DAY OF MAY, 2021.**

\_\_\_\_\_  
**BOBBY WARREN, MAYOR**

**ATTEST:**

\_\_\_\_\_  
Lorri Coody, City Secretary



**CITY COUNCIL  
CITY OF JERSEY VILLAGE, TEXAS  
AGENDA REQUEST**

**AGENDA DATE:** May 10, 2021

**AGENDA ITEM:** H4

**AGENDA SUBJECT:** Consider Resolution No. 2021-30, setting a date and time to conduct the 2021-2022 Council/Staff Budget Retreat.

**Department/Prepared By:** Lorri Coody, City Secretary

**Date Submitted:** April 30, 2021

**EXHIBITS:** [Resolution No. 2021-30](#)

<b>BUDGETARY IMPACT:</b>	Required Expenditure:	\$
	Amount Budgeted:	\$
	Appropriation Required:	\$

**CITY MANAGER APPROVAL:**

**BACKGROUND INFORMATION:**

Every year, after the May Election, Staff meets with Council in a retreat setting to discuss the financial condition of the city. During this retreat, in addition to receiving information about the overall condition of the City, Council receives information about:

- Accomplishments achieved since the last retreat
- Supplemental requests being made for the upcoming budget year
- Short-term concerns for the City with a review of both short and long-term incentives
- Departmental Information

Proposed dates for the annual Council/Staff Budget Retreat are the:

- May 14, 2021 – 1:00 p.m. to 5:00 p.m.
- May 15, 2021 – 8:00 a.m. to 12:00 noon
- June 4, 2021 – 1:00 p.m. to 5:00 p.m.
- June 5, 2021 – 8:00 a.m. to 12:00 noon

This item is to select a date for the annual Council/Staff Budget Retreat.

**RECOMMENDED ACTION:**

**MOTION:** To approve Resolution No. 2021-30, setting \_\_\_\_\_ as the date and time to conduct the annual Council/Staff Budget Retreat.

**CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021**

**RESOLUTION NO. 2021-30**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, SETTING A DATE AND TIME TO CONDUCT THE 2021-2022 COUNCIL/STAFF BUDGET RETREAT.**

\* \* \* \* \*

**WHEREAS**, every year, after the May Election, Staff meets with Council in a retreat setting to discuss the financial condition of the city.

**WHEREAS**, during this retreat, in addition to receiving information about the overall condition of the City, Council receives information about the accomplishments achieved since the last retreat; supplemental requests being made for the upcoming budget year; short-term concerns for the City with a review of both short and long-term incentives; and departmental presentations; **NOW THEREFORE**,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS:**

That the annual Council/Staff Budget Retreat be conducted on:

- \_\_\_\_\_ May 14, 2021 – 1:00 p.m. to 5:00 p.m.
- \_\_\_\_\_ May 15, 2021 – 8:00 a.m. to 12:00 noon
- \_\_\_\_\_ June 4, 2021 – 1:00 p.m. to 5:00 p.m.
- \_\_\_\_\_ June 5, 2021 – 8:00 a.m. to 12:00 noon

**PASSED AND APPROVED** this the 10th day of May, 2021.

\_\_\_\_\_  
Bobby Warren, Mayor

**ATTEST:**

\_\_\_\_\_  
Lorri Coody, City Secretary



**CITY COUNCIL - CITY OF JERSEY VILLAGE, TEXAS - AGENDA REQUEST**

**AGENDA DATE:** May 10, 2021 **AGENDA ITEM:** H5

**AGENDA SUBJECT:** Consider Resolution No. 2021-31, appointing members to serve as Directors on the Tax Increment Reinvestment Zone Board for the City of Jersey Village Tax Increment Reinvestment Zone No. 3 (TIRZ No. 3).

**Dept./Prepared By:** Lorri Coody, City Secretary **Date Submitted:** April 12, 2021

**EXHIBITS:** [Resolution No. 2021-31](#)  
Applications: [Modesto Jaramillo](#) [Visente Lopez](#)  
[Barbara Freeman](#)

**BACKGROUND INFORMATION:**

On March 15, 2021, City Council created Tax Increment Reinvestment Zone No. 3 along with a advisory board of directors to assist City Council in the operation and administration of the Zone.

The Tax Increment Reinvestment Zone Board shall consist of nine (9) Directors, as follows:

1. The member of the State Senate in whose district TIRZ No. 3 is located is a member of the Board, and the member of the State House of Representatives in whose district TIRZ No. 3 is located is a member of the Board, except that either may designate another individual to serve in the member’s place at the pleasure of the member.
2. Each taxing unit that levies taxes on real property in TIRZ No. 3 may appoint one (1) member to the Board if the taxing unit has approved the payment of all or part of the tax increment produced by the taxing unit into the tax increment fund for TIRZ No. 3. If a taxing unit chooses to not participate, then the City Council (the “Council”) of the City of Jersey Village (the “City”) may appoint a number of members to the Board such that the Board comprises nine (9) members.

Staff has reached out to members of the State Senate and State House of Representatives whose districts are located in the TIRZ No. 3. As of this writing Representative Rosenthal has said he will participate, but we have not yet heard from Senator Bettencourt.

Additionally, Staff has reached out to the following taxing units that levy taxes in the TIRZ No. 3, and have had no response concerning interest in participating in the Zone:

- Lone Star College;
- Harris County;
- Harris County Flood Control District;
- Harris County Port Authority;
- Cy Fair Independent School District; and
- Harris County Department of Education.

Staff requested to hear from these entities by April 12 if they would like to participate, or if they needed more time to consider participation. Given that Staff has had no response, at this time the City Council will need to appoint seven (7) Directors to serve on the TIRZ No. 3 Board.

In order to serve on the TIRZ No. 3 Board, with the exception of the State Senator and State House Representative members, all other Board members shall be at least eighteen (18) years of age and own real property in TIRZ No. 3, or be an employee or agent of a person that owns real property

in TIRZ No. 3. Any Board member who ceases to possess such qualifications shall automatically be deemed to have vacated their membership on the Board.

The initial Board member appointments by the Council or a taxing unit shall be as follows:

1. No more than four (4) members shall be appointed for a term expiring December 31, 2021.
2. No more than five (5) members shall be appointed for a term expiring December 31, 2022.

All appointments for Board members made after the initial appointments shall be for a term of two (2) years starting on January 1, except vacancies for unexpired terms, which shall be filled for the remainder of the unexpired term.

The authority and responsibility of the Board expressly includes:

1. Making recommendations to the Council regarding the administration of TIRZ No. 3;
2. Making recommendations to the Council regarding agreements that are necessary or convenient to implement the TIRZ No. 3 project plan and financing plan;
3. Making recommendations to the Council regarding agreements with local governments or political subdivisions for management of TIRZ No. 3;
4. Making recommendations to the Council regarding the expenditure of funds related to development and redevelopment of land within TIRZ No. 3;
5. Acting as the lead entity in working with other City boards and commissions regarding incentives, regulations, infrastructure, and all other physical and economic development decisions related to TIRZ No. 3; and,
6. Providing an annual progress report to the Council, and as requested by the Council.

On April 19, 2021 City Council appointed four (4) members to the term ending December 31, 2021 and one (1) member to the term ending December 31, 2022.

Applications from individuals interested in appointment to serve as a Director on the TIRZ No. 3 Board of Directors are included in the meeting packet. This item is to consider those applications and appoint Two (2) Directors to serve on the TIRZ No. 3 Board of Directors for the term ending December 31, 2022.

**RECOMMENDED ACTION:**

**MOTION:** To approve Resolution No. 2021-31, appointing members to serve as Directors on the Tax Increment Reinvestment Zone Board for the City of Jersey Village Tax Increment Reinvestment Zone No. 3 (TIRZ No. 3).

**RESOLUTION NO. 2021-31**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, APPOINTING MEMBERS TO SERVE AS DIRECTORS ON THE TAX INCREMENT REINVESTMENT ZONE BOARD FOR THE CITY OF JERSEY VILLAGE TAX INCREMENT REINVESTMENT ZONE NO. 3.**

**WHEREAS**, on March 15, 2021, City Council created Tax Increment Reinvestment Zone No. 3 (TIRZ No. 3) along with an advisory board of directors to assist City Council in the operation and administration of the Zone; and

**WHEREAS**, the Tax Increment Reinvestment Zone Board shall have nine (9) Directors consisting of one (1) State Senate Member; one (1) State House of Representative Member, and one (1) member from each taxing unity levying taxes on real property in the District; and

**WHEREAS**, the City has not received a notice of interest in participating in the TIRZ No. 3 by any of the taxing entities located in the TIRZ No. 3. Therefore, City Council shall appoint seven (7) Directors to serve on the TIRZ No. 3 Board; and

**WHEREAS**, the City's initial Director appointments shall be four (4) Directors for a term expiring December 31, 2021; and (5) five Directors for a term expiring December 31, 2022; and

**WHEREAS**, on April 19, 2021, the City Council appointed four (4) members to serve in the term ending December 31, 2021 and one (1) member to serve in the term ending December 31, 2022; and

**WHEREAS**, the City has received two (2) applications for consideration at this time; and

**WHEREAS**, the City Council desires to make additional appointments at this time; **NOW THEREFORE**,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS THAT:**

**Section 1.** The following individuals are appointed to serve as Directors on the City of Jersey Village Tax Increment Reinvestment Zone No. 3 Board for the term to beginning with passage of this Resolution and ending on December 31, 2022:

Position 5 – Modesto Jaramillo

Position 6 – Visente Lopez

**PASSED AND APPROVED** this the **10th** day of **May, 2021.**

**ATTEST:**

\_\_\_\_\_  
Bobby Warren, Mayor

\_\_\_\_\_  
Lorri Coody, City Secretary



CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

**CITY COUNCIL - CITY OF JERSEY VILLAGE, TEXAS - AGENDA REQUEST**

**AGENDA DATE:** May 10, 2021

**AGENDA ITEM:** H6

**AGENDA SUBJECT:** Consider Resolution No. 2021-32, accepting the resignation of Crime Control and Prevention District Board Members Andrew Mitcham and Greg Holden, and appointing members to the Crime Control and Prevention District Board.

**Department/Prepared By:** Lorri Coody

**Date Submitted:** April 22, 2021

**EXHIBITS:** [Resolution No. 2021-32](#)  
[EXA – 363.063 listing](#)  
[EXA – 363.1015\(a\) listing](#)  
[Resignation of Andrew Mitcham](#)  
[Resignation of Greg Holden](#)

**BACKGROUND INFORMATION:**

The Jersey Village Crime Control and Prevention District (“CCPD”), organized and existing under Chapter 363, Texas Local Government Code, is governed by a board of directors of seven members.

In the past, it has been the practice of City Council that the CCPD Board of Directors be composed of the City Council and one resident, or in other words, residents of the District in accordance with LGC Section 363.063. Members appointed in this manner serve a two-year term of office that expires September 1, requiring out-going City Council Members to resign their positions.

On the other hand, the newly created Fire Control Prevention and Emergency Medical Services District Board of Directors will be composed of the City Council and the City Manager with terms running concurrent with the terms of office. Keeping this in mind, this item is for City Council to consider a similar appointment process for the CCPD.

LGC Section 363.1015(a) provides that City Council by resolution may appoint the governing body's membership as the board of directors of the CCPD district concurrent with their terms.

If approved, the appointment process for these two Boards will be the same and the process will be more efficient. If approved, the members and terms for the CCPD Board would be as follows:

- |   |  |
|---|--|
| Bobby Warren – Term ending May 2023     | James Singleton – Term ending May 2022     |
| Drew Wasson – Term ending May 2022      | Gary Wubbenhorst – Term ending May 2022    |
| Sheri Sheppard – Term ending May 2023   | Austin Bless – Term ending upon separation |
| Michelle Mitcham – Term ending May 2023 |  |

If the Council chooses to continue with tradition, the members and terms would be as follows:

- |   |  |
|---|--|
| Bobby Warren – Term ending September 2023     | James Singleton – Term ending September 2022 |
| Drew Wasson – Term ending September 2022      | Gary Wubbenhorst – Term ending Sept. 2022    |
| Sheri Sheppard – Term ending September 2023   | Resident Appointee – Vacant                  |
| Michelle Mitcham – Term ending September 2023 |  |

**RECOMMENDED ACTION:**

**Motion:** To approve Resolution No. 2021-32, accepting the resignation of Crime Control and Prevention District Board Members Andrew Mitcham and Greg Holden, and appointing members to the Crime Control and Prevention District Board.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

**RESOLUTION NO. 2021-32**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, ACCEPTING THE RESIGNATION OF CRIME CONTROL AND PREVENTION DISTRICT BOARD MEMBERS ANDREW MITCHAM AND GREG HOLDEN, AND APPOINTING MEMBERS TO THE CRIME CONTROL AND PREVENTION DISTRICT.**

**WHEREAS**, the Jersey Village Crime Control and Prevention District (“District”), organized and existing under Chapter 363, Texas Local Government Code, is governed by a board of directors of seven members appointed by the City Council for terms of two years; and

**WHEREAS**, Director’s Andrew Mitcham and Greg Holden have resigned their positions on the board of directors of the Crime Control and Prevention District; **NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS THAT:**

**Section 1.** The recitals set forth in the preamble to this Resolution are hereby approved, ratified and confirmed.

**Section 2.** The resignations of Andrew Mitcham and Greg Holden as a members of the District’s board of directors are hereby accepted.

**Section 3.** The following individuals listed in attached Exhibit A are hereby appointed as Directors of the Crime Control and Prevention District for the terms stated.

**PASSED AND APPROVED** this 10th day of May 2021.

\_\_\_\_\_  
Bobby Warren, Mayor

**ATTEST:**

\_\_\_\_\_  
Lorri Coody, City Secretary



# Exhibit A

## List Appointing of Members to The Board of Directors of the City of Jersey Village Crime Control and Prevention District

Bobby Warren – Term ending September 2023

Drew Wasson – Term ending September 2022

Sheri Sheppard – Term ending September 2023

Michelle Mitcham – Term ending September 2023

James Singleton – Term ending September 2022

Gary Wubbenhorst – Term ending September 2022

Resident Appointee – Vacant

# Exhibit A

## List Appointing of Members to The Board of Directors of the City of Jersey Village Crime Control and Prevention District

Bobby Warren – Term ending May 2023

Drew Wasson – Term ending May 2022

Sheri Sheppard – Term ending May 2023

Michelle Mitcham – Term ending May 2023

James Singleton – Term ending May 2022

Gary Wubbenhorst – Term ending May 2022

Austin Bless – Term ending upon separation from the City

**Andrew Mitcham**

**15810 Acapulco Drive, Jersey Village, TX 77040**

**713-202-6474**

April 21, 2021

Ms. Lorri Coody  
City Secretary  
City of Jersey Village  
16501 Jersey Drive  
Jersey Village, Texas 77040

Re: Crime Control and Prevention District

Dear Ms. Coody:

This is my formal notification that I am resigning from my position as Director on the City of Jersey Village Crime Control and Prevention District (CCPD). May 10, 2021 will be the last CCPD meeting that I will attend before my resignation takes effect.

I have enjoyed my work on this Board and I wish you and the other Board Members well in their efforts to move the City forward. Thank you for all you do.

Sincerely,

s/Andrew Mitcham

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

**Greg Holden**

16429 Jersey Hollow, Jersey Village, TX 77040

713-829-5252

April 21, 2021

Ms. Lorri Coody  
City Secretary  
City of Jersey Village  
16501 Jersey Drive  
Jersey Village, Texas 77040

Re: Crime Control and Prevention District

Dear Ms. Coody:

This is my formal notification that I am resigning from my position as Director on the City of Jersey Village Crime Control and Prevention District (CCPD). May 10, 2021 will be the last CCPD meeting that I will attend before my resignation takes effect.

I have enjoyed my work on this Board and I wish you and the other Board Members well in their efforts to move the City forward. Thank you for all you do.

Sincerely,

A black rectangular redaction box covering the signature of Greg Holden.

Greg Holden

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

**CITY COUNCIL - CITY OF JERSEY VILLAGE, TEXAS - AGENDA REQUEST**

**AGENDA DATE:** May 10, 2021

**AGENDA ITEM:** H7

**AGENDA SUBJECT:** Consider Ordinance 2021-23, amending the Capital Replacement Fund Budget for the Fiscal year beginning October 1, 2020 and ending September 30, 2021 in the amount not to exceed \$50,466.25 by increasing line item 07-72-6572 (Special Equipment) and at the same time approving a proposal to install a fiber conduit path across the Jersey Meadow Golf Course for future use; and authorizing the City Manager to execute all documents with Greenscapes Six for conduit installation services at the Jersey Meadows Golf Course.

**Department/Prepared By:** Bob Blevins

**Date Submitted:** May 04, 2021

**EXHIBITS:** [Ordinance 2021-23](#)  
[Exhibit A](#) – Budget Amendment Form  
[Exhibit B](#) -Greenscapes Six Standard Contract – Golf Course Fiber Conduit Install Services

<b>BUDGETARY IMPACT:</b>	Required Expenditure:	\$50,466.25
	Amount Budgeted:	\$ 0
	Appropriation Required:	\$50,466.25

**CITY MANAGER APPROVAL:**

**BACKGROUND INFORMATION:**

This project is to have an underground fiber conduit ran across the Jersey Meadow Golf Course while the Berm and Irrigation work is in progress at the Golf Course. Currently the golf course pro shop and maintenance barn are connected to the city network via a point-to-point wireless network. This conduit would provide a path for a future fiber cable running across the golf course from the golf course maintenance barn gate on Rio Grande, following the drive to the maintenance barn and then proceed to the golf pro shop. There would also be a conduit path going west from the pro shop to Jones Rd for further future use. Pull boxes capable of withstanding light vehicles (golf cart, mower, tractor) would be positioned appropriately along the path. The project also allows for repair to Cart Paths that would be encountered and disrupted during the process. The approximate distance of this path is 6,200 FT.

This conduit path would be used in the future to run a fiber cable from the police station at 16400 Lakeview to the golf maintenance barn and the golf proshop, connecting both buildings to the internal city fiber network, improving bandwidth and providing more reliable data and voice communications.

The proposal from Greenscapes Six is \$50,466.25.

**RECOMMENDED ACTION:**

**Motion:** To approve Ordinance 2021-23, amending the Capital Replacement Fund Budget for the Fiscal year beginning October 1, 2020 and ending September 30, 2021 in the amount not to exceed \$50,466.25 by increasing line item 07-72-6572 (Special Equipment) and at the same time approving a proposal to install a fiber conduit path across the Jersey Meadow Golf Course for future use; and authorizing the City Manager to execute all documents with Greenscapes Six for conduit installation services at the Jersey Meadows Golf Course.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

**ORDINANCE NO. 2021-23**

**AN ORDINANCE OF THE CITY OF JERSEY VILLAGE, TEXAS, AMENDING THE CAPITAL REPLACEMENT BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021 IN THE AMOUNT NOT TO EXCEED \$50,466.25 BY INCREASING LINE ITEM 07-72-6572 (SPECIAL EQUIPMENT) FROM THE CAPITAL REPLACEMENT FUND BALANCE AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS WITH GREENSCAPES SIX FOR FIBER CONDUIT INSTALLATION SERVICES AT THE JERSEY MEADOWS GOLF COURSE.**

**WHEREAS**, subsequent to the adoption of the annual budget for the City of Jersey Village for the fiscal year beginning October 1, 2020, and ending September 30, 2021, the City has expenditure changes; and

**WHEREAS**, the City Manager has recommended that such budget be amended to reflect such revenues and expenditures in accordance with Exhibit A attached hereto and made a part hereof; and

**WHEREAS**, the City Council finds and determines that the budget should be amended as recommended by the City Manager and that the Standard Contract Agreement with Greenscapes Six (buy board member #4582) for installation services; **NOW THEREFORE**,

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

**Section 1.** The recitals contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted.

**Section 2.** The annual budget of the City of Jersey Village, Texas for the fiscal year beginning October 1, 2020, and ending September 30, 2021, is hereby amended by increasing the appropriations to the accounts contained therein as provided in the attached Exhibit A – Budget Amendment from Capital Replacement Fund Balance by increasing line item 07-72-6572 (Special Equipment) in the amount not to exceed \$50,466.25 from the Capital Replacement Fund Balance.

**Section 3.** The City Manager is hereby authorized to enter into a contract with Greenscapes Six, in substantially the form as is attached hereto as “Exhibit B,” for Fiber Conduit Installation Services connected with the Jersey Meadows Golf Course Conduit Project.

**Section 4.** In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Jersey Village, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any such part of this declared to be invalid or unconstitutional, or whether there be one or more parts.

**PASSED AND APPROVED** this 10th day of May, 2021

\_\_\_\_\_  
Bobby Warren, Mayor

**ATTEST:**

\_\_\_\_\_  
Lorri Coody, City Secretary





# CITY OF JERSEY VILLAGE, TEXAS

16501 Jersey Drive, Jersey Village, TX 77040

## BUDGET TRANSFER / AMENDMENT REQUEST FORM

I request the following budget transfer between line item within the same division:

From Line Item	To Line Item	Amount

I request the following amendment to the current budget to increase the overall budget by the amount designated below: **Only one item per form.**

From the fund balance of:	<u>To Line Item</u>	<u>Amount</u>
<input type="checkbox"/> General Fund	_____	_____
<input type="checkbox"/> Utility Fund	_____	_____
<input type="checkbox"/> Capital Improvements Fund	_____	_____
<input checked="" type="checkbox"/> Other <u>Capital Rep Fund</u>	<u>07-72-6572</u>	<u>\$50,466.25</u>

### Justification

This project is to have an underground fiber conduit ran across the Jersey Meadow Golf Course while the Berm and Irrigation work is in progress at the Golf Course. Currently the golf course pro shop and maintenance barn are connected to the city network via a point-to-point wireless network. This conduit would provide a path for a future fiber cable running across the golf course from t

Requested by: Bob Blevins

Signed: Bob Blevins Date 05-05-2021

Finance: Sufficient Funds <input checked="" type="checkbox"/> Exist <input type="checkbox"/> Do Not Exist  Signed: <u>Isabel Kato</u> <small>Digitally signed by Isabel Kato Date: 2021.05.05 09:52:35 -05'00'</small>  Date: <u>05-05-2021</u>	City Manager: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved  Signed: <u>Austin Bless</u> <small>Digitally signed by Austin Bless Date: 2021.05.05 09:55:51 -05'00'</small>  Date: <u>05-05-2021</u>
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## **Exhibit B**

# **Greenscapes Six Standard Contract and Terms**

**CITY OF JERSEY VILLAGE  
STANDARD CONTRACT FOR GENERAL SERVICES**

**I. General Information and Terms.**

Contractor's Name and Address: Greenscapes Six, 7020 FM 3180, Baytown, Texas 77523

Description of Services: Jersey Meadows Fiber Conduit Installation

Maximum Contract Amount: \$50,466.25

Effective Date: On the latest date of the dates executed by both parties.

Termination Date: (See III C)

Contract Parts: This Contract consists of the following parts:

- I. General Information and Terms
- II. Signatures
- III. Standard Contractual Provisions
- IV. Additional Terms or Conditions
- V. Additional Contract Documents

**II. Signatures.** By signing below, the parties agree to the terms of this Contract:

**CITY OF JERSEY VILLAGE**

**CONTRACTOR:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

.con  
Date

### III. Standard Contractual Provisions.

A. Contractor's Services. The Contractor will provide to the City the scope of services fully described in Section V and fully incorporated by reference for all purposes.

B. Billing and Payment. The Contractor will bill the City for the services provided at intervals of at least 30 days, except for the final billing. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

(a) On the termination date, if any, specified in the General Information in Part 1, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or

(b) If there is no termination date specified in the General Information in Part 1, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City's city manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five business days prior to the termination date, but the City will pay the Contractor for all services rendered in compliance with this Contract to the date of termination.

(3) If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

D. Liability and Indemnity. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

E. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

F. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Harris County, Texas.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

H. Independent Contractor. The Contractor will perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor’s officers or employees in the means, methods, or details of the work to be performed by Contractor.

I. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator’s fees.

J. Attorney’s Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, neither party will seek or be entitled to an award of attorney’s fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

M. Conflicting Provisions. If there is a conflict between a provision in the Contractor’s Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

O. Copyright. Any original work (the Work), including any picture, video, music, brochure, writing, trademark, logo or other work created by the Contractor for the use of the City under this Contract is a “work made for hire,” as defined by federal copyright law. If the Work is not by law a “work made for hire,” the Contractor by execution of this Contract assigns to the City all of its rights to the Work, including the copyright. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

P. Boycott Prohibition. Contractor must provide a written verification that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

Q. Conflict Disclosures. Contractor must make all required conflict disclosures under Chapter 176 of the Texas Local Government Code and Chapter 2252 of the Texas Government Code.

**IV. Additional Terms or Conditions.**

A. Contractor agrees to comply with all City Codes and state and federal laws.

**V. Additional Contract Documents.** The following documents attached to this Contract are part of this Contract:

A. Contractor’s Additional Contract Documents: Exhibit A – Greenscapes Six Proposal



**CITY COUNCIL - CITY OF JERSEY VILLAGE, TEXAS - AGENDA REQUEST**

**AGENDA DATE:** May 10, 2021

**AGENDA ITEM:** H8

**AGENDA SUBJECT:** Consider Ordinance No. 2021-24, amending the Golf Course Fund Budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 in the amount not to exceed \$80,000, by increasing line item 11-87-7010 (Golf Course Capital Improvement) from the Golf Course Fund Balance for a Golf Course restroom and other amenities.

**Department/Prepared By:** Robert Basford

**Date Submitted:** May 4 2021

**EXHIBITS:** [Ordinance No. 2021-24](#)  
[EX A](#) - Budgetary Amendment Form

<b>BUDGETARY IMPACT:</b>	Required Expenditure:	\$	\$80,000
	Amount Budgeted:	\$	0
	Appropriation Required:	\$	\$80,000

**CITY MANAGER APPROVAL:**

**BACKGROUND INFORMATION:**

The golf course restroom was budgeted in 2018 as an additional amenity to the overall berm project. Our existing restroom on course hole 7/16 is outdated and experiences numerous breakdowns a year.

This project will construct a new restroom comprised of two stalls per side and one sink per side along with a chase for supply storage. It will also feature a weather shelter that will allow for carts to drive under just outside of the restroom trail. This budgeted amount also includes separate necessary amenities such as the cart path that runs across course hole 7 fairway with a turnaround as well as the sanitary supply line. This \$80,000 is the turnkey not to exceed estimate for the entire project described.

This restroom project is a much-needed improvement that will be welcomed by all stakeholders.

**RECOMMENDED ACTION:**

**MOTION:** To approve Ordinance No. 2021-24, amending the Golf Course Fund Budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 in the amount not to exceed \$80,000, by increasing line item 11-87-7010 (Golf Course Capital Improvement) from the Golf Course Fund Balance for a Golf Course restroom and other amenities.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

**ORDINANCE NO. 2021-24**

**AN ORDINANCE OF THE CITY OF JERSEY VILLAGE, TEXAS, AMENDING THE GOLF COURSE FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021 IN THE AMOUNT NOT TO EXCEED \$25,000 BY INCREASING LINE ITEM 11-87-7010 (GOLF COURSE CAPITAL IMPROVEMENT) FROM THE GOLF COURSE FUND BALANCE FOR A GOLF COURSE RESTROOM AND OTHER AMENITIES.**

**WHEREAS**, subsequent to the adoption of the annual budget for the City of Jersey Village for the fiscal year beginning October 1, 2020, and ending September 30, 2021, the City has expenditure changes; and

**WHEREAS**, the City Manager has recommended that such budget be amended to reflect such revenues and expenditures in accordance with Exhibit A attached hereto and made a part hereof; and

**WHEREAS**, the City Council finds and determines that the budget should be amended as recommended by the City Manager; **NOW THEREFORE**,

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

**Section 1.** The recitals contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted.

**Section 2.** The annual budget of the City of Jersey Village, Texas for the fiscal year beginning October 1, 2020, and ending September 30, 2021, is hereby amended by increasing the appropriations to the accounts contained therein as provided in the attached:

- Exhibit A – Budget Amendment from Golf Course Fund balance by increasing line item 11-87-7010 (Golf Course Capital Improvement) in the amount not to exceed \$80,000.00 from the Golf Course Fund Balance

**Section 3.** In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Jersey Village, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any such part of this declared to be invalid or unconstitutional, or whether there be one or more parts.

**PASSED AND APPROVED** this 10th day of May, 2021

\_\_\_\_\_  
Bobby Warren, Mayor

**ATTEST:**

\_\_\_\_\_  
Lorri Coody, City Secretary





# CITY OF JERSEY VILLAGE, TEXAS

16501 Jersey Drive, Jersey Village, TX 77040

## BUDGET TRANSFER / AMENDMENT REQUEST FORM

I request the following budget transfer between line item within the same division:

From Line Item	To Line Item	Amount

I request the following amendment to the current budget to increase the overall budget by the amount designated below: **Only one item per form.**

From the fund balance of:	<u>To Line Item</u>	<u>Amount</u>
<input type="checkbox"/> General Fund	_____	_____
<input type="checkbox"/> Utility Fund	_____	_____
<input type="checkbox"/> Capital Improvements Fund	_____	_____
<input checked="" type="checkbox"/> Other <u>Golf Course Fund</u>	<u>11-87-7010</u>	<u>\$80,000.00</u>

### Justification

This project will construct a new restroom comprised of two stalls per side and one sink per side along with a chase for supply storage. It will also feature a weather shelter that will allow for carts to drive under just outside of the restroom trail. This budgeted amount also includes separate necessary amenities such as the cart path that runs across hole 7 fairway with a turnaround as well as the sanitary supply line.

Requested by: Robert Basford

Signed: Robert Basford Date 05-04-2021

Finance: Sufficient Funds <input checked="" type="checkbox"/> Exist <input type="checkbox"/> Do Not Exist  Digitally signed by <b>Isabel Kato</b> Signed: _____ <small>Date: 2021.05.04 15:08:11 -05'00'</small>  Date: <u>05-04-2021</u>	City Manager: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved  Digitally signed by Austin <b>Bleess</b> Signed: _____ <small>Date: 2021.05.04 16:44:54 -05'00'</small>  Date: _____
---	--

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

**CITY COUNCIL - CITY OF JERSEY VILLAGE, TEXAS - AGENDA REQUEST**

**AGENDA DATE:** May 10, 2021

**AGENDA ITEM:** H9

**AGENDA SUBJECT:** Consider Resolution No. 2021-33, authorizing the City Manager to authorize work to complete all three phases of the new golf course restroom, from All Woodworks construction for the bathroom structure, Greenscapes six for the concrete path and Mickie Service for the sanitary supply line.

**Department/Prepared By:** Robert Basford

**Date Submitted:** May 4 2021

**EXHIBITS:** Resolution No. 2021-33  
EXA - [All Woodworks](#) Construction Proposal  
EXB - [Greenscapes Six](#) Proposal  
EXC - [Mickie Services](#) Proposal

<b>BUDGETARY IMPACT:</b>	Required Expenditure:	\$	\$80,000
	Amount Budgeted:	\$	0
	Appropriation Required:	\$	\$80,000

**BACKGROUND INFORMATION:**

The golf course restroom was budgeted in 2018 as an additional amenity to the overall berm project. Our existing restroom on hole 7/16 is outdated and experiences numerous breakdowns a year.

Phase one of the project is to construct a new restroom comprised of two stalls per side and one sink per side along with a chase for supply storage. Phase One of the project has a not to exceed estimate from All Woodworks Construction of \$49,900. In accordance with the City’s purchasing policy, we received three additional options for the restroom project from a company on the state contract. All came in well over \$100,000. Accordingly, staff recommends that the work be done by Woodworks Construction.

Phase two of the project will feature a weather shelter that will allow for carts to drive under just outside of the restroom trail. This project includes separate necessary amenities such as the cart path that runs across hole 7 fairway with a turnaround as well as the sanitary supply line. The not to exceed estimate for the cart path from Greenscapes Six is \$12,000. Greenscapes Six is a member of the State Buy Board (member #4582).

Phase three of the project provides for the sanitary supply line for the restroom. The City has a standing contract with Mickie Services for such work. The not to exceed estimate for the sanitary supply line from Mickie Services is \$18,000.

This \$80,000 is the turnkey not to exceed estimate for the entire project described.

This restroom project is a much-needed improvement that will be welcomed by all stakeholders.

**RECOMMENDED ACTION:** Consider Resolution No. 2021-33, authorizing the City Manager to authorize work to complete all three phases of the new golf course restroom, from All Woodworks construction for the bathroom structure, Greenscapes Six for the concrete path and Mickie Service for the sanitary supply line.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

**RESOLUTION NO. 2021-33**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, AUTHORIZING THE CITY MANAGER TO AUTHORIZE WORK TO COMPLETE ALL THREE PHASES OF THE NEW GOLF COURSE RESTROOM, FROM ALL WOODWORKS CONSTRUCTION FOR THE BATHROOM STRUCTURE, GREENSCAPES SIX FOR THE CONCRETE PATH AND MICKIE SERVICE FOR THE SANITARY SUPPLY LINE.**

**WHEREAS**, the City originally budgeted to replace the golf course restroom in 2018 as a portion of the overall Golf Course Berm Project; and

**WHEREAS**, the current restroom has experienced multiple breakdowns and is outdated beyond its life span; and

**WHEREAS**, the golf course restroom project is a three (3) phase project; and

**WHEREAS**, Phase one of the project is to construct a new restroom comprised of two stalls per side and one sink per side along with a chase for supply storage. Phase One of the project has a not to exceed estimate from All Woodworks Construction of \$49,900 (EX A). In accordance with the City's purchasing policy, we received three additional options for the restroom project from a company on the state contract. All came in well over \$100,000. Accordingly, staff recommends that the work be done by Woodworks Construction; and

**WHEREAS**, Phase two of the project will feature a weather shelter that will allow for carts to drive under just outside of the restroom trail. This project includes separate necessary amenities such as the cart path that runs across hole 7 fairway with a turnaround as well as the sanitary supply line. The not to exceed estimate for the cart path from Greenscapes Six is \$12,000 (EX B). Greenscapes Six is a member of the State Buy Board (member #4582); and

**WHEREAS**, Phase three of the project provides for the sanitary supply line for the restroom. The City has a standing contract with Mickie Services for such work. The not to exceed estimate for the sanitary supply line from Mickie Services is \$18,000 (EX C); and

**WHEREAS**, it is the desire of this Council to proceed with this project; **NOW THEREFORE,**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS:**

**THAT**, the facts and matter set forth in the preamble of this Resolution are hereby found to be true and correct.

**THAT**, the City Manager is authorized to accept proposals and sign all necessary documents from All Woodworks Construction, Greenscapes Six, and Mickie Services to complete the installation of the new restroom facility at the Golf Course for a total project cost not to exceed \$80,000.

**PASSED AND APPROVED** this the **10th** day of **MAY 2021**.

**ATTEST:**

\_\_\_\_\_  
Lorri Coody, City Secretary



\_\_\_\_\_  
Bobby Warren, Mayor

ALL WOODWORKS CONSTRUCTION  
9150 HWY 6 N #3310  
HOUSTON TEXAS 77065  
281-831-5242

PROPOSAL # 18218

DATE: 5-1-2021

TO: CITY OF JERSEY VILLAGE  
8502 RIO GRANDE  
J.V. TEXAS 77040  
ATTN: MATT JONES

CONSTRUCTION AND INSTALLATION OF RESTROOMS

BUILD MENS AND LADIES RESTROOM AT JERSEY MEADOWS GOLF COURSE. RESTROOM TO BE LOCATED ADJACENT TO #16 TEE BOX. FREE STANDING STRUCTURE WITH CONCRETE SLAB. ELECTRIC SUPPLY AND PLUMBING TIE IN NOT INCLUDED IN BID. BUILDING TO MIMIC STARTERS SHACK

CONCRETE SLAB-APPROX 10' X 16' WITH 24" PERIMETER AND CENTER BEAM  
8"X8" CEDAR SUPPORT POSTS- 9 TOTAL  
HARDIE PLANK SIDING ON EXTERIOR  
BUILDING TO BE PARTIONED FOR MALE AND FEMALE ENTRANCES  
TOILETS, URINAL, VANITY SINKS, FAUCETS, MIRRORS, LIGHTING, BUILDING PLUMBING AND BUILDING ELECTRICAL INCLUDED IN BID

BID ESTIMATE

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

\$45,000.00



Date 5/5/21  
Proposal # BS1276

Greenscapes 6, LLC  
7020 Fm 3180 Rd  
Baytown, Tx 77523

Prepared for Robert Basford  
Jersey Meadows Golf Course

Bid Item	Quantity	Units of Measure	Unit Price	Cost
New concrete cart path 6' x 250'	1500	LF	\$6.44	\$9,660.00

Approval by:

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021



FROM  
 Chad Savino  
 Mickie Service Company, Inc  
 PO Box 55544  
 Houston, TX, 77255  
[www.mickieservice.com](http://www.mickieservice.com)  
 PHONE  
 (713) 682-7454

FOR  
 Jersey Village Parks and Recreation  
 TO  
 Robert Basford  
 COPY TO  
 Tom Johnson

QUOTE NUMBER  
 3846  
 DATE  
 May 5, 2021  
 VALID UNTIL  
 August 3, 2021 at 12:20PM

## Jersey Village- Parks and Recreation- Sewer install at Golf course- 5/5/2021

### Job Specific Exclusions/Assumptions

- No Permits needed
- It is understand that Mickie Service will need per perform an emergency 811 call to secure safety and legal obligations to exiting utilities
- Mickie Service is not responsible for unmarked private utilities
- No landscaping included
- Damage to Trees may happen depending on were the leak is and Mickie Service is not responsible for tree protection/ replacement
- No TxDot permits/ inspections
- Assumes existing main hole is deep enough to provide proper drop from the bath rooms to the man hole connection point
- Haul off to be left near the trench
- Job is Tax exempt



### Section 1- Crew time/ equipment

#### Full Crew onsite with excavator (per day)

- includes depths up to 6'

3,500.00  
 x 3  
 10,500.00

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

<b>Scope/ material</b>	7,500.00
242' of 6" SDR26	x 1
stub up in a marked location near existing bath room	7,500.00
Core into existing man hole near the street	
Backfill with 1' of stabilize around the pipe and excavated material to grade	
Subtotal	18,000.00

**Section 3- Depth additions (per hole in case we need to dig 2 for Line stops and one for the repair area)**

<input type="checkbox"/> <b>Between 6'- 10'</b>	2,000.00 Not selected
<input type="checkbox"/> <b>Between 10'-12'</b>	3,500.00 Not selected
Options selected	0 of 2
Subtotal	0.00
Options selected	0 of 2
<b>Total including tax</b>	<b>\$18,000.00</b>

## Large Job Assumptions & Exclusions (unless specifically included in proposal)

- (1) Cost does not include:
- (a) Generation/approval of required documents, including revisions if required for back-tap or other construction related reasons
    - i. Easement: 11x17 Mylar, Metes & Bounds, Deed, 584
    - ii. Water Availability Letter, Approved Site Utility Plan, Approved Plan & Profile
    - iii. Development of service address or any water/wastewater service application (UCS)
    - iv. \$150/hr charge for work required for approvals etc.
  - (b) Restoration of surface beyond backfilled material: Replacement of grass sod/landscaping. Repair/replacement of trees/shrubs damaged by normal work activities – including damage to roots. Restoration resulting from work in wet conditions (ruts etc)
  - (c) Removal/replacement of sidewalk or driveway, including permits – if necessary.
  - (d) Traffic Control/Approved Traffic Control Plans
  - (e) Connection on the private/customer side of the meter/fire line
  - (f) Cut/plug/abandon any existing meters
  - (g) Safety/Site or other training
  - (h) Safety devices/procedures beyond industry standard/OSHA specifications
  - (i) Lift/Safety or other plans/job specific documentation
- (2) All service runs assumed to be 4' - incremental depth resulting from unfinished earthwork or atypical building architecture not included
- (3) Mickie Service fire line permit drawings are based solely on the civil drawings provided by the customer/engineer (including but not limited to points of connection/entry, appurtenances, and line size/location/type). Mickie Service is not responsible for ensuring that fireline meets local specifications, provides necessary fire service coverage, or fulfills necessary sprinkler/hydrant water requirements.
- (4) Electrical service/conduit for power/connection to vault/tamper switch.
- (5) GC/Owner to provide stakes showing the location of approved easement and finished grade for top of vault lid and starting grade for all service lines/installations
- (6) Assumes waterline is accessible in RoW (not under road, requiring road cut, or under sidewalk) and that there is sufficient space to enable installation (on both tap and bore sites).
- (7) Assumes excavation is of soil – not extensive stabilized sand/old building foundation etc.
- (8) Assumes no utilities, fiber optics, cables or other obstructions under road (which would require street cut for field verification and/or exact locations at crossings are provided) and that bore can be made at or above level of existing water main.
- (9) Assumes that all private utilities (e.g., sprinklers etc) and all utilities on private property are marked by customer; Mickie Service will use reasonable precautions but will not be responsible for damage to unmarked/incorrectly marked utilities.
- (10) Customer responsible for all temporary/permanent fence removal/replacement
- (11) Customer responsible for all silt fence/storm inlet protection
- (12) Job schedule has to be mutually agreed upon.
- (13) Excess excavated material to be left on site.
- (14) Work site will be cleaned by backhoe – will NOT include pressure wash/reclaimed water, street brush, etc...
- (15) Well Point/Pump Systems not included; if necessary, incremental expense to be charged to customer.
- (16) GC to allow parking of equipment on site near the installation.
- (17) Mickie Service will confirm the day before installation; if we are unable to complete installation because of factors under customers control (e.g., equipment parked at installation site), we will charge a \$500 re-schedule fee. It is encouraged that GC/customer has determined necessary arrangements (site restoration, times etc) with property owner on opposite side of street in advance of scheduled installation.
- (18) If City of Houston paperwork is incorrect (e.g., short tap becomes a long tap), proposal is not valid. Mickie Service will bill for Time/Material as applicable if work must be rescheduled.
- (19) Mickie Service is not responsible for engineering drawings, city drawings, or any plans used for construction purposes. If there are errors or omissions and job cannot be completed – Mickie Service will receive payment for work completed.
- (20) Mickie Service will provide best effort to complete all work; however, we are not legally bound to complete the work (or to pay others to perform the work). If we cannot complete a job – we will restore the job site to the original condition.
- (21) All work to be done during normal construction hours (M-F, 7AM-4PM) unless acknowledgement there is a charge for after hours/ weekend work
- (22) Signed proposal (all pages) must be received before work will commence

## Thrust Blocking & Restraints

Insta-Valves & Line Stops installed on any type of pipe must be encased in concrete to protect pipe, fitting and prevent point loading the pipe. It is the customer's responsibility to provide concrete and labor to install the concrete block and designing of thrust blocks will be the responsibility of the contractor.

Mickie Service recommends a minimum of 15 - 20' of undisturbed soil between the proposed scope of work and the insertion valve.

In addition, all exposed bell joints on either the isolation side or pressure side will need to be restrained

## Hydra-Stop Insta-Valve Operation - Open/Close

The manufacturer of the Insta-Valve 250, follows the standard 3 turns per inch like traditional gate valves.

The following needs to be taken into consideration when operating the Insta-Valve:

1. Operating pressure of the water line.
2. Overall condition of the pipes interior.
3. Wall thickness/type of pipe (The valve will require more turns to close/open, on pipe types with larger Inside Diameters).

Operation:

OPEN:

The operator will experience higher torques values during the initial start of OPENING the Insta-Valve due to the pressure differential across the sealing surface of the Insta-Valve. However, the torque value will decrease as the seal/pressure is released.

CLOSE:

The operator will experience lower torque values during the initial start of CLOSING the Insta-Valve. As the Insta-Valve progresses - the torque values will increase as the cartridge begins to expand/compress to conform to inside diameter of the pipe.

4 - 8" Hydra-Stop Insta-Valves can require the following foot pounds to open/close the valve:

3 turns per inch. e.g., 6" = 18 turns plus or minus 3.

10 - 12" Hydra-Stop Insta-Valve can require the following foot pounds to open/close the valve:

3 turns per in e.g., 12" = 36 turns plus or minus 3.

Mickie Service would prefer to have a means to confirm shutdown and have the owner of the valve(s) operate the valve to understand the amount of torque to run the insertion valve up or down. In addition, we are willing to add a 2" tap to confirm shutdown of the insta-valve that is installed.

## Notice to Owners' Insta-Valves

Mickie Service Does Not Guarantee nor is Responsible for Pipe coupon retrieval, shavings that may enter the waterline, main will not be damaged nor that flow in the main will not have to be temporarily stopped or turned off, or any problems that may arise during installing/tapping procedures.

Even though Mickie Service utilizes the latest technology in valve insertions. We will provide a Core tap that will provide us the inside diameter (I.D.) of the pipe to best determine what cartridge will be used for best shutdown of the host pipe. Although, we can't guarantee 100% bubble tight shut down/seal. Insertion valves on pipe under flow can present mechanical equipment issues in the field. Insta-Valves can be difficult to open/close depending on the characteristics of the pipe i.e. flow, PSI, roundness of the pipe and potential tuberculation on interior of the pipe's wall. Insta-Valves have a low end and top end sealing range based on the pipe's I.D. The valve insertions gate utilizes the pipe's inside diameter to create the seal. A reliable targeted shutdown is 95%. The Manufacturer states the Insta-Valve's seal will give the customer a workable shutdown for downstream work.

To ensure smooth operation and effectiveness, Mickie Service must be able to exercise the valve prior to leaving the job site and perform a test shutdown. This will allow Mickie Service Technicians to ensure valve is left in an operable state. Mickie Service will operate up and down fully to ensure operation and count turns and mark by GPS location for future reference. It will be the customer's responsibility to operate/exercise the valve thereafter.

Mickie Service warrants parts and labor for one year for installation of Hydra-Stop Insta-Valves. However, we are not responsible for other problems that may occur after installation, i.e. problems with thrust blocking and back-filling, improper usage etc.

### Notice to Owners' Line Stop

Mickie Service Does Not Guarantee nor is Responsible for Pipe coupon retrieval, shavings that may enter the water line, the main will not be damaged or that flow in the main will not have to be stopped or turned off, or any problems that may arise during mounting or tapping procedures.

Even though Mickie Service utilizes the latest technology, line stopping can't always guarantee a 100% bubble tight shut down/seal. The line stop head/bullet utilizes the pipe's inside diameter (I.D.) for the seal. The pipe I.D. and condition can vary from each size and type of pipe. However, a reliable targeted shutdown is 95%. Mickie Service's shutdown should/will give the customer a workable shutdown for downstream work. Line Stops on pipe systems under flow can present mechanical equipment issues in the field. Line Stops' shutdowns depend on the characteristics of the pipe i.e. flow, PSI, roundness of the pipe and potential tuberculation on interior of the pipe's wall. Mickie Service recommends utilizing blow down(s)/Test Tap(s), that will give an accurate I.D. of the pipe prior to performing/ordering the Line Stop to determine the pipe's I.D. and wall thickness - to best determine what line stop cup to utilize during installation. Finally, the blow down (installed on the isolation side), will allow us to confirm the shut down of the line being isolated and equalize the line's pressure, to retrieve our line stop.

Mickie Service warrants parts and labor for one year for installation of line stop's fittings. However, we are not responsible for other problems that may occur after installation, i.e. problems with thrust blocking and back-filling, improper usage etc.

**CITY COUNCIL - CITY OF JERSEY VILLAGE, TEXAS - AGENDA REQUEST**

**AGENDA DATE:** May 10, 2021

**AGENDA ITEM:** H10

**AGENDA SUBJECT:** Consider Resolution No. 2021-34, authorizing the City Manager to enter into an Agreement with Brookstone L.P for the Construction of a New City Hall.

**Department/Prepared By:** Austin Bless, City Manager **Date Submitted:** May 5, 2021

**EXHIBITS:** [Resolution 2021-34](#)  
[Brookstone Proposal Letter](#)  
[Exhibit A](#) – AIA Document A133  
[Exhibit B](#) – AIA Document A201

**BUDGETARY IMPACT:** Required Expenditure: \$  
Amount Budgeted: \$  
Appropriation Required: \$

**BACKGROUND INFORMATION:**

Tonight we have the agreement for the construction of the City Hall project for Council action. The construction would take place in Village Center as part of the new mixed use development.

Collaborate Special Projects has contracts in place with the other partners in the development to sell the land to them. All land transactions from the city to Collaborate and Collaborate to the other groups are scheduled to occur before June 14<sup>th</sup>. Construction of the Wellness component of the development is scheduled to break ground in June, and another portion of the development in July. Due to materials the City Hall portion would break ground in August. It is anticipated to be a 12 month build which would mean we would likely move into the new building in September 2021.

The costs of this project have increased since the project was originally estimated. The full Guaranteed Maximum Price is part of the agreement and is at \$10,016,228. The biggest driver of this increase is the price of steel, wood, and concrete. Those three alone are approximately \$720,000.

We have \$8,000,000 set aside for this project. Staff proposes to use funds from the Court Restricted fund, currently \$54,000 available, for to help cover the court portion of the project. We further propose to use PEG funds in the amount of \$98,850 for the Council Chambers audio/visual for broadcasting purposes. The remaining amount could be budgeted for in FY2022, as that starts on 10/1/2021.

Due to the current volatility of the steel market, Brookstone plans to delay commencement of the project until the delivery date of the joist, decking and structural steel can be confirmed and will not cause a delay in construction activities. Due to this, commencement of work is currently anticipated to be approximately September 15, 2021.

**RECOMMENDED ACTION:**

Resolution No. 2021-34, authorizing the City Manager to enter into an Agreement with Brookstone L.P for the Construction of a New City Hall.

**RECOMMENDED MOTION:**

Resolution No. 2021-34, authorizing the City Manager to enter into an Agreement with Brookstone L.P for the Construction of a New City Hall.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

**RESOLUTION NO. 2021-34**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BROOKSTONE L.P. FOR THE CONSTRUCTION OF A NEW CITY HALL.**

**WHEREAS**, in April 2019 the City Council authorized Collaborate Architects LLC to begin the process of designing a new City Hall building to be located in Village Center and the Jersey Village TIRZ #2; and

**WHEREAS**, the new City Hall building will be located in Jersey Village TIRZ #2, and Section 311.008 of the Tax Increment Financing Act allows for a municipality to enter into agreements that are necessary or convenient to implement the project plan of the TIRZ; and

**WHEREAS**, as part of the Fiscal Year 2020 Budget the City Council allocated \$8,000,000 in funds for the construction of a new City Hall; and

**WHEREAS**, the City Council finds it beneficial for Brookstone L.P. to facilitate the people and companies including city planners, engineers, surveyors, inspectors, contractors and others as needed to engage in those activities required to develop and construct City Hall; and

**WHEREAS**, the City Council finds the construction of a new City Hall in Village Center provides cost savings and cohesion for the project; **NOW THEREFORE**,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS:**

**Section 1.** The City Manager is authorized to execute any and all documents necessary on behalf of the City of Jersey Village with Brookstone L.P. for construction services for a new Jersey Village City Hall to be located in the Village Center development, including Exhibits A and B in substantially the form as attached.

**PASSED AND APPROVED** this 10th day of May 2021.

\_\_\_\_\_  
Bobby Warren, Mayor

**ATTEST:**

\_\_\_\_\_  
Lorri Coody, City Secretary



# Exhibit A

# DRAFT AIA® Document A133™ - 2019

**Standard Form of Agreement Between Owner and Construction Manager as Constructor** where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 10th day of May in the year 2021  
Tenth day of May in the year Two Thousand and Twenty-One

**Brookstone Project Number: 21923**

**BETWEEN** the Owner:

*(Name, legal status, address, and other information)*

City of Jersey Village  
16501 Jersey Drive  
Jersey Village, Texas 77040-1999  
Office: 713.466.2109  
Fax: 713.466.2134

and the Construction Manager:

*(Name, legal status, address, and other information)*

Brookstone, L.P.  
3715 Dacoma Street  
Houston, Texas 77092  
Office: 713.683.8800  
Fax: 713.680.0088

for the following Project:

*(Name, location, and detailed description)*

City of Jersey Village City Hall  
Jones Road  
Jersey Village, Texas 77041

The Architect:

*(Name, legal status, address, and other information)*

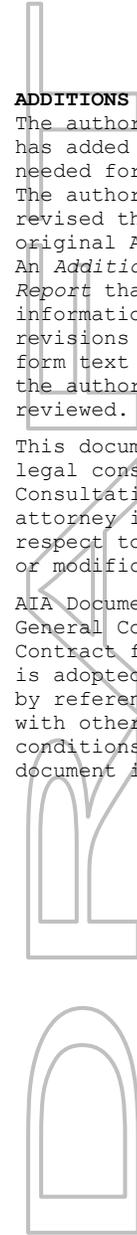
Collaborate Arch, LLC  
3302 Canal Street, Suite 36  
Houston, Texas 77003  
Office: 842.409.3050  
Fax: 267.695.9035

The Owner and Construction Manager agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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**EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT**

**EXHIBIT B INSURANCE AND BONDS**

**ARTICLE 1 INITIAL INFORMATION**

**§ 1.1** This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as “not applicable” or “unknown at time of execution.”)*

**§ 1.1.8** The Owner identifies the following representative in accordance with Section 4.2:

*(List name, address, and other contact information.)*

David Kaczynski  
Collaborate PM, LLC  
3302 Canal Street, Suite #36  
Houston, Texas 77003  
Office: 832.409.3050  
Fax: 267.695.9035  
E-Mail: dkaczynski@collaborate-llc.com

**§ 1.1.9** The persons or entities, in addition to the Owner’s representative, who are required to review the Construction Manager’s submittals to the Owner are as follows:

*(List name, address and other contact information.)*

Collaborate Arch, LLC

**§ 1.1.10** The Owner shall retain the following consultants and contractors:

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(List name, legal status, address, and other contact information.)

**.1 Geotechnical Engineer:**

«TBD »« »  
« »  
« »  
« »  
« »

**.3 Other, if any:**

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

« »

**§ 1.1.11 The Architect's representative:**

(List name, address, and other contact information.)

Dwayne Mollard, AIA  
Collaborate Arch, LLC  
3302 Canal Street, #36  
Houston, Texas 77003  
Office: 832.409.3025  
Fax: 267.695.9035  
E-Mail: dmollard@collaborate-llc.com

**§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:**

(List name, address, and other contact information.)

Ryan Busking, Vice President  
Brookstone, L.P.  
3715 Dacoma Street  
Houston, Texas 77092  
Office: 713.683.8800  
Fax: 713.680.8800  
E-Mail: rbusking@brookstone-tx.com

**§ 1.2** The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

**ARTICLE 2 GENERAL PROVISIONS**

**§ 2.1 The Contract Documents**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or

oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

## § 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, in accordance with the Project Schedule, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

## § 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction (the "General Conditions"), shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager. The term "Contract Price", as used in the General Conditions, has the same meanings as the "Guaranteed Maximum Price" as used herein.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

## ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### § 3.1 Preconstruction Phase

#### § 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrants or guarantees estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager will assist the Architect as necessary to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, and the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

#### § 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

**§ 3.1.3.3** The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

#### **§ 3.1.4 Project Schedule**

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

#### **§ 3.1.5 Phased Construction**

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

#### **§ 3.1.6 Cost Estimates**

**§ 3.1.6.1** Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

**§ 3.1.6.2** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

**§ 3.1.6.3** If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

**§ 3.1.7** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

**§ 3.1.8** The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

**§ 3.1.9** The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

**§ 3.1.10** If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

#### **§ 3.1.11 Subcontractors and Suppliers**

**§ 3.1.11.1** If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

### § 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

### § 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

### § 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

« »

## § 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated duration, upon which the proposed Guaranteed Maximum Price is based and a schedule of the Construction Documents issuance dates upon which the duration is based, which shall be confirmed in the Guaranteed Maximum Price Amendment; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize the Architect to provide revisions to the Contract Documents to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

### § 3.3 Construction Phase

#### § 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

#### § 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

#### § 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

#### § 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

### § 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

### § 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish, and may periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the information or services contemplated in this Section 3.1.4 with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner’s Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner’s representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as provided in the Contract Documents, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect’s scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager’s Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

«Three Thousand, Six Hundred Dollars (\$3,600) to be waived upon signed Guaranteed Maximum Price. »

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager’s Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within «three» ( «3» ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager’s compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed to by parties in writing, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager’s invoice. Amounts unpaid «thirty» ( «30» ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

«One Point Twenty-Five Percent (1.25%)» « »

§ 5.2.3 Compensation and payments for Preconstruction Services are included in the Guaranteed Maximum Price.

## ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

### § 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)*

«Two Point Seventy-Five Percent (2.75%) of the Cost of the Work. »

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

«Two Point Seventy-Five Percent (2.75%) to Ten Percent (10%) to be negotiated on a case by case basis. »

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« »

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed «eighty » percent ( «80 » %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

The Work to be performed under this contract shall be substantially completed within *(To Be Determined in future Exhibit "A" Guaranteed Maximum Price Amendment)* calendar days after the Date of Commencement of the Work, or by such dates thereafter as may be established in any change orders granted under Article 8 of the General Conditions. The parties hereto agree that time is of the essence of this Contract and that the pecuniary damages which would be suffered by the Owner, if the Contractor does not substantially complete all work called for in the Contract Documents by the specified date, are in their very nature difficult to ascertain. It is therefore expressly agreed as part of the consideration inducing the Owner to execute this Contract that the Owner may deduct from the final payment made to the Contractor a sum equal to five hundred dollars (\$500) per day for each and every calendar day substantial completion is not achieved beyond the specified date, as extended by change orders. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damage being caused by additional compensation to personnel, for loss of interest on money, loss of use, and other miscellaneous increased costs, all of which are difficult to ascertain

§ 6.1.7 Other:

*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*

« »

### § 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

All cumulative net savings shall accrue ninety percent (90%) to the account of the Owner and ten percent (10%) to the account of the Contractor. A determination of cumulative net savings will be made at the time of the submittal of the final Certificate of Payment by the Contractor. Any savings on Allowance shall accrue one hundred percent (100%) to the Owner.

### § 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

### § 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

### § 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and performing Work, with the Owner’s prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

« »

§ 7.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

### § 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

### § 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, may be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

### § 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

### § 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

**§ 7.6.5.1** The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

**§ 7.6.6** Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

**§ 7.6.7** Costs of document reproductions and delivery charges.

**§ 7.6.8** Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

**§ 7.6.9** Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

**§ 7.6.10** Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

**§ 7.6.11** That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

## **§ 7.7 Other Costs and Emergencies**

**§ 7.7.1** Other costs incurred in the performance of the Work, with the Owner's prior approval.

**§ 7.7.2** Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

**§ 7.7.3** Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

**§ 7.7.4** The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

## **§ 7.8 Related Party Transactions**

**§ 7.8.1** For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

**§ 7.8.2** If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

## § 7.9 Costs Not To Be Reimbursed

§ 7.9.1 Except as may be otherwise provided herein, the Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office (except for personnel specifically assigned to the project) or offices other than the site office;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;
- .9 and Costs for services incurred during the Preconstruction Phase.

## ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

**ARTICLE 10 ACCOUNTING RECORDS**

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner’s auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager’s records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor’s proposals, Subcontractor’s invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

**ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**

**§ 11.1 Progress Payments**

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents. The parties acknowledge that Federal, State, or local rules or regulations might be applicable to the payment contemplated in this Article 7; in which case the parties may adjust the payment procedures contemplated herein.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the «third (3<sup>rd</sup>) » day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the «thirtieth (30<sup>th</sup>) » day of the «same » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «thirty » ( «30 » ) days after the Architect receives the Application for Payment.

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager’s Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager’s Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager’s Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the

Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified; and
- .4 The Construction Manager’s Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

### § 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

«Five Percent (5%) »

§ 11.1.8.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

« »

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

«At 50% completion Contractor may request retainage release for any Subcontractor that is 100% complete with their portion of the Work »

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment

pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

« »

**§ 11.1.9** If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 11.1.10** Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

**§ 11.1.11** The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

**§ 11.1.12** In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## **§ 11.2 Final Payment**

**§ 11.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, , and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

**§ 11.2.2** Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

**§ 11.2.2.1** If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

**§ 11.2.2.2** Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017, The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

**§ 11.2.2.3** If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

### § 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

« 1.25 » % « »

## ARTICLE 12 DISPUTE RESOLUTION

### § 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201-2017.

§ 12.1.2 Unless a conflict of interest exists, the Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, for Claims arising from or relating to the Construction Manager's Construction Phase services. If a conflict of interest exists, then the Owner and the Construction Manager shall appoint a neutral Decision Maker to address the issues for which the Architect is unable to act do to the conflict.

### § 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201-2017 the parties shall pursue litigation in court of competent jurisdiction as provided in the General Conditions.

## ARTICLE 13 TERMINATION OR SUSPENSION

### § 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201-2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction

Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

**§ 13.1.6** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

**§ 13.1.6.1** If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

## **§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment**

### **§ 13.2.1 Termination**

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

### **§ 13.2.2 Termination by the Owner for Cause**

**§ 13.2.2.1** If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017, shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

**§ 13.2.2.2** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

### **§ 13.2.3 Termination by the Owner for Convenience**

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

<< >>

**§ 13.3 Suspension**

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017, in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

**ARTICLE 14 MISCELLANEOUS PROVISIONS**

**§ 14.1** Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 14.2 Successors and Assigns**

**§ 14.2.1** The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 14.2.2** The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

**§ 14.3 Insurance and Bonds**

**§ 14.3.1.6 Other Insurance**

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
See Exhibit B	

**§ 14.3.1.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations.

**§ 14.3.1.8** The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

**§ 14.3.2 Construction Phase**

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 14.3.2.1** The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

<< >>

**§ 14.5 Other provisions:**

14.5.1 Unless otherwise expressly provided herein, the Contract Documents cannot be amended except through a written amendment, signed by both Parties. No verbal agreement or conversation with any officer, agent, or employee of either Party, either before or after execution of the Contract Documents, shall affect or modify any of the terms or obligations hereunder. No oral understandings, statements, promises, or inducements contrary to this Agreement exist. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representative of both parties.

14.5.2 Unless otherwise expressly provided herein, each Party reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, neither Party shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this Agreement, the former shall control.

14.5.3. The sole and exclusive venue for any action, controversy, dispute, or claim arising under the Contract Documents shall be in a court of appropriate jurisdiction in Harris County, Texas.

14.5.4 The Contract Documents are public information. If any provision of the Contract Documents is in conflict with the Texas Public Information Act, then that provision shall be of no force and effect. In performing the Contract the Owner will follow all Federal, State, and local laws, ordinances, and regulations related to the retention and protection of public records and data.

14.5.5 This Agreement is entered solely by and between, and may be enforced only by and among, the Parties. Except as set forth above, this Agreement shall not be deemed to create any rights in or obligations to any third parties. This Agreement is not intended, and shall not be construed, to create any joint enterprise between or among the Parties. Nothing in this Agreement is construed as creating any personal liability on the part of any employee, officer, or agent of a Party to this Agreement.

14.5.6 Each party expressly acknowledges and agrees that no provision of the Contract Documents is in any way intended to constitute a waiver by a party of immunities from suit or liability that it may have by operation of law. The Owner retains any and all of governmental immunities that it may have.

14.5.7 All employees of the Construction Manager for the work to be performed under this Contract shall be paid the prevailing wage scale in this locality for work of a similar character, and in no event less than the minimums prescribed in attached "Exhibit F".

## ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

This Agreement is a part of the Contract Documents and includes the following attachments:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

- .1 Exhibit "A" – Guaranteed Maximum Price Amendment
- .2 Exhibit "C" – Weather Days
- .3 Exhibit "D" – Legal Description (To be provided with Exhibit "A")
- .4 Exhibit "E" – Brookstone Equipment Rental Rate Schedule »
- .5 Exhibit "F" – Prevailing Wage Rates

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

«City of Jersey Village  
 By: Austin Bless, City Manager  
 (Printed name and title)

Date Signed

CONSTRUCTION MANAGER (Signature)

«Brookstone, L.P.  
 By: Brookstone Management, L.L.C  
 By: Ryan Busking, Vice President »« »  
 (Printed name and title)

Date Signed



# City of Jersey Village City Hall

Jones Road (Btwn. Charles St. & US 290), Jersey Village, TX 77041

## GMP Estimate 002

**Date Prepared:** May 5, 2021  
**Printed:** 5/5/2021 19:51  
**Estimator:** Jordan Attar  
**Architect:** Collaborate Architects  
**Plans:** Issue for Permit  
**Specifications:** Issue for Permit  
**Soils Report:** All-Terra Engineering No.: AE19-855; 8/1/2019  
**Addenda:** 2

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

PROJECT SPECIFICS		ESTIMATE SUMMARY		TOTAL	\$ / SF
<b>PROJECT DESCRIPTION</b>		GENERAL CONDITIONS		530,414	16.26
New construction of an approximately 34,000SF 2 Story City Hall Building for the City of Jersey Village, and accompanying site work.		PROJECT SPECIFIC REQUIREMENTS		23,537	0.72
<b>GENERAL</b>		ALLOWANCES		10,000	0.31
Duration / Phasing	12 Month(s) 1 Phase(s)	ACCEPTED ALTERNATES		982,175	30.10
Construction Period	Sept. 2021 - Sept. 2022	SITework		299,243	9.17
Tax	Excluded	DEMOLITION		0	0.00
Insurance and Dues	Included	SITE AMENITIES		85,000	2.61
P&P Bonds	Included	CONCRETE		717,088	21.98
<b>SITE IMPROVEMENTS</b>		MASONRY		368,380	11.29
Acreage	4.97 Acres	STRUCTURAL STEEL		1,155,686	35.42
Site Utilities	Included to Site from Public Infrastructure	CARPENTRY		639,567	19.60
Parking & Drives	43,565 SF Heavy Duty 6" & Light/Med. 5'	MILLWORK		146,049	4.48
Walks	12,905 SF	INSULATION		60,485	1.85
Detention	None	FIREPROOFING		0	0.00
Other		WATERPROOFING		119,522	3.66
<b>BUILDING AREA</b>		ROOF / SHEETMETAL		425,450	13.04
Renovation	0 SF	DOORS, FRAMES, AND HARDWARE		150,024	4.60
Ground Floor	19,073 SF	OVERHEAD DOORS		0	0.00
Elevated Floor(s)	13,552 SF	GLASS & GLAZING		335,351	10.28
<b>Total Building Area</b>	<b>32,625 SF</b> Used for \$ / SF Calcs	LATH & PLASTER		0	0.00
Interior Open to Below	1,189 SF Lobby Clerestory Area	DRYWALL		539,494	16.54
Ext. Porches / Balconies	553 SF	ACOUSTICAL		72,726	2.23
<b>Total Structure Area</b>	<b>34,367 SF</b>	TILE & TERRAZZO		46,095	1.41
<b>BUILDING COMPONENTS</b>		FLOOR COVERINGS		140,133	4.30
Building Pad	24" Select Fill Extending 5' Out	PAINTING / WALL COVERINGS		54,000	1.66
Foundation / Slab	5" SOG on Grade Beams on Drilled Piers	SPECIALTIES		78,068	2.39
Structure	Steel, CMU, Concrete, and GluLam Timber	EQUIPMENT		8,012	0.25
Interior Partitions	Drywall and CMU	FURNISHINGS		21,461	0.66
Exterior Skin Type(s)	Masonry, Storefront & Curtainwall, Mtl Pnls	SPECIAL CONSTRUCTION		0	0.00
Roofing Type(s)	PVC, Wood, & Metal	CONVEYING SYSTEMS		69,123	2.12
Floor Finishes	Finished Conc., Tile, Carpet, & Resilient	FIRE PROTECTION		122,227	3.75
Ceiling Finishes	Drywall, ACT, Wood, Paint	PLUMBING		258,080	7.91
Wall Finishes	Paint, Tile, Acoustical Panels	SITE UTILITIES		261,100	8.00
Equipment	Operable Partition, Floor Mtd. Toilet Partit's.	HVAC		742,556	22.76
Furnishings	Shades, Appliances	ELECTRICAL & SPECIAL SYSTEMS		737,526	22.61
Elevators	Included	<b>SUBTOTAL</b>		<b>9,198,572</b>	<b>281.95</b>
Fireproofing	Excluded	SUBCONTRACTOR BONDS		0	0.00
Fire Protection	Wet Pipe Sprinkler System	INFLATION ALLOWANCE		0	0.00
Plumbing	Included	OWNER CONTINGENCY		165,574	5.08
HVAC	RTU's	CONTRACTOR CONTINGENCY		137,979	4.23
Electrical & Systems	Electrical & Fire Alarm Incl'd; Low Voltage	WARRANTY		18,397	0.56
Other	Rough-In Included; Allowances for Structure	INSURANCE AND DUES		145,649	4.46
Other	Cabling, Access Control, and Security CCTV	PERFORMANCE & PAYMENT BONDS		81,983	2.51
		FEE		268,074	8.22
		RESALE TAX		0	0.00
		<b>GRAND TOTAL</b>		<b>10,016,228</b>	<b>307.01</b>

# Exhibit B

# DRAFT AIA® Document A201™ – 2017

## General Conditions of the Contract for Construction

Brookstone Project Number: 21923

for the following PROJECT:  
(Name and location or address)

City of Jersey Village City Hall  
Jones Road  
Jersey Village, Texas 77041

**THE OWNER:**  
(Name, legal status and address)

City of Jersey Village  
16501 Jersey Drive  
Jersey Village, Texas 77040-1999  
Office: 713.466.2109

Fax: 713.466.2134

**THE ARCHITECT:**  
(Name, legal status and address)

Collaborate Arch LLC  
3302 Canal Street, Suite 36  
Houston, Texas 77003  
Office: 832.409.3050  
Fax: 267.695.9035

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- 3 CONTRACTOR
- 4 ARCHITECT
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- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.



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- 13 MISCELLANEOUS PROVISIONS
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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, A133-2019, Brookstone Proposal and other attachments, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract; other documents listed in the Agreement; and, Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect.

#### § 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### § 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### § 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### § 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### § 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### § 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### § 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### § 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The Contract Documents include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. If anything in the Contract Documents is inconsistent, the order of precedence is as follows:

1. AIA Document A133-2009;
2. Exhibit "A", including Brookstone Proposal and other attachments and Change Orders;
3. Addenda, with those of a later date having precedence over those of an earlier date;

4. Supplementary Conditions to the Contract;
5. General Conditions of the Contract;
6. Drawings; and
7. Specifications.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### § 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### § 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### § 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### § 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

## § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 OWNER

### § 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative. If Owner, after date of execution of the Agreement, proposes to substitute owner’s Representative or Architect, or proposes to employ or retain an Owner’s Project Manager or Construction Manager, Contractor shall be consulted, and Contractor’s written approval shall be required, and shall not be unreasonably withheld. Owner’s failure to obtain Contractor’s approval shall constitute a material breach of this agreement.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

### § 2.2 Evidence of the Owner’s Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract, with such evidence including the City’s adopted budget and capital improvement plan. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor’s request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as “confidential,” the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose “confidential” information, after seven (7) days’ notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose “confidential” information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### **§ 2.3 Information and Services Required of the Owner**

**§ 2.3.1** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.3.2** The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 2.3.3** If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

**§ 2.3.4** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. Owner shall provide a Phase I Environmental Survey to Contractor of the project site, if available.

**§ 2.3.5** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.3.6** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### **§ 2.4 Owner's Right to Stop the Work**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### **§ 2.5 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 General**

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents. The Contractor and the Owner agree that time is of the essence in completion of the Work.

**§ 3.1.3** The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. The Contractor shall be entitled to rely upon the accuracy of the results of tests and inspections performed by or on behalf of the Owner.

### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional. By execution of the Contract, the Owner represents and warrants the sufficiency and completeness of the Contract Documents in existence at the time of execution of this Contract. Contractor neither accepts nor assumes responsibility for any errors or omissions in the portion of the Contract Documents provided by Owner or Architect or any extra costs or delays resulting therefrom.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### **§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### § 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, and documented by a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Contractor's warranties hereunder expire one (1) year after the date of Substantial Completion. Contractor disclaims all warranties, expressed or implied, not specifically set forth in the Contract Documents. The contractor further warrants it will perform the work in a good and workmanlike manner, continuously and diligently in accordance with generally accepted construction practices.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3 Survival of Warranties. The provisions of this Article 3.5 shall survive the Contractor's completion of Work under the Contract Documents, the Owner's Final Acceptance or the termination of the Contract due to Contractor's fault. Provided, further, however, that prior to asserting any claim for damages against the Contractor for A) damages arising from damage to or loss of real or personal property caused by an alleged construction defect in an improvement to real property that is a public building or public work or B) indemnity or contribution for damages described in A) the Owner will provide the Contractor with a written report by certified mail, return receipt requested as provided by Texas Government Code Chapter 2272 (Certain Construction Liability Claims).

### § 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

**§ 3.7.4 Concealed or Unknown Conditions**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

**§ 3.8 Allowances**

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

**§ 3.9 Superintendent**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### **§ 3.10 Contractor's Construction and Submittal Schedules**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

**§ 3.10.2** The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### **§ 3.11 Documents and Samples at the Site**

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### **§ 3.12 Shop Drawings, Product Data and Samples**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### **§ 3.13 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 3.14 Cutting and Patching**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### § 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, after three (3) days prior written notice to the Contractor, and the Owner shall be entitled to reimbursement from the Contractor.

### § 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### § 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### § 3.18 Indemnification

**§ 3.18.1. TO THE FULLEST EXTENT ALLOWABLE BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE OWNER AND ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR LIABILITY FOR DAMAGES, OR OTHER RELIEF FOR: (I) INJURIES TO OR DEATH OF PERSONS; (II) DAMAGE TO PROPERTY; AND (III) THEFT OR LOSS OF PROPERTY RESULTING, IN WHOLE OR IN PART, FROM ANY ACTS, OMISSIONS, OR OTHER CONDUCT OF THE CONTRACTOR, ANY OF THE CONTRACTOR'S SUBCONTRACTORS OF ANY TIER, OR ANY OTHER PERSON OR ENTITY EMPLOYED DIRECTLY OR INDIRECTLY BY THE CONTRACTOR IN CONNECTION WITH THE WORK, AND THEIR RESPECTIVE AGENTS, OFFICERS, OR EMPLOYEES, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND COSTS INCURRED OR ARISING THEREFROM. IN THE EVENT THAT THERE SHALL BE ANY JUDGMENT, AWARD, RULING, SETTLEMENT, OR OTHER RELIEF ARISING AND OF ANY SUCH ACTION OR PROCEEDING TO WHICH THE OWNER IS BOUND BY, THE CONTRACTOR SHALL PAY, SATISFY, OR OTHERWISE DISCHARGE ANY SUCH JUDGMENT, AWARD, RULING, SETTLEMENT, OR RELIEF, AND THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER FROM ANY AND ALL LIABILITY OR RESPONSIBILITY ARISING OUT OF ANY SUCH JUDGMENT, AWARD, RULING, SETTLEMENT, OR RELIEF. THE CONTRACTOR'S OBLIGATIONS HEREUNDER SHALL SURVIVE THE CONTRACT, NOTWITHSTANDING CONTRACTOR'S COMPLETION OF THE WORK OR THE TERMINATION OF THE CONTRACT. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18**

## ARTICLE 4 ARCHITECT

### § 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### § 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Contractor (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume

toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### **§ 5.4 Contingent Assignment of Subcontracts**

**§ 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract; and
- .3 such assigned subcontract shall be funded through the bonds relating to the contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

**§ 5.4.3** Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

### **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

#### **§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 6.1.1** The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

**§ 6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**§ 6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

**§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

#### **§ 6.2 Mutual Responsibility**

**§ 6.2.1** The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of discrepancies or defects discovered by Contractor in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### § 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 If changes in plans or specifications are necessary after the performance of the Contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the Owner may approve change orders making the changes. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants. The original contract price may not be increased by more than twenty-five percent (25%), without the approval of the governing body of the Owner. The original contract price may not be decreased by more than twenty-five percent (25%) without the consent of the Contractor. All proposed change orders shall be submitted to the Owner for review and approval. Change orders that increase the contract price shall require a commensurate increase in the performance and payment bonds.

### § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Prior to the approval of the Construction Change Directives by Change Order and without written mutual agreement to the contrary, the pending Construction Change Directives shall not exceed one percent (1%) of the GMP.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and

certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15. All costs for Construction Change Directives not in dispute shall be paid by Owner to Contractor.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### ARTICLE 8 TIME

#### § 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

#### § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, labor unavailability, fire, adverse weather conditions to the extent allowed by Article 15, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### § 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

### § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### § 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment if the Contractor has failed to provide a Payment Bond under Chapter 2253 of the Government Code;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, with seven (7) days prior written notice, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

### § 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents and Texas Government Code Chapter 2251, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

**§ 9.6.5** The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

**§ 9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

**§ 9.6.8** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

#### **§ 9.7 Failure of Payment**

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

#### **§ 9.8 Substantial Completion**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. For the purposes of this paragraph, intended use shall include Owner's occupancy or use of the Work for its own installation of furniture, fixtures and equipment. Delays to substantial completion of the Work attributable to work outside the scope of Contractor's Work, or otherwise beyond Contractor's control, shall not count against Contractor's Contract Time.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

### **§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied or will be paid or satisfied out of the final payment upon receipt thereof from the Owner, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner for work paid for by Owner, the Contractor shall furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract,

make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### § 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### § 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

#### § 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

### § 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

### § 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

## § 12.2 Correction of Work

### § 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

### § 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5. Should Owner discover, after expiration of any warranty or corrective work periods, any Work failing to conform to the requirements of the Contract Documents, Owner shall notify Contractor in writing within ninety (90) days after such discovery. Contractor shall be allowed no more than sixty (60) days to investigate the condition and, if Contractor so chooses, to begin to cure the condition. This post-warranty notice and cure period shall occur prior to proceedings to recover damages against the Contractor or its subcontractors.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract shall be governed by the laws of the State of Texas without regard to its conflict of laws doctrines. All claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of Texas, excluding choice of law principles. Venue for any action taken under this Contract shall be in Harris County, Texas.

## § 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.2.3 To the extent allowed by law, if the Contractor assigns or pledges the proceeds of this contract to secure any debt of the Contractor, such assignment or pledge shall not be binding upon the Owner unless the Owner, for valuable consideration, agrees to become bound to directly pay monies earned by the Contractor under this contract to the Contractor's creditor(s), and which agreement shall be required to be reflected in the minutes of a duly called meeting of the Owner's governing body. However, in no event shall any such agreement operate to abrogate a Surety's statutory right to claim and receive monies earned by the Contractor under this contract.

## § 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

## § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, and such failure is attributable to the acts or omissions of Contractor, or those for whose acts or omissions it is responsible, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.5 Interest

Subject to Texas Government Code Chapter 2251, payments due and unpaid under the Contract Documents shall bear interest from the date payment is overdue at the time provided in form A133 included in the Contract Documents.

### § 13.6 Commencement of Claims

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty, or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court that requires all Work to be permanently stopped; or
- .2 An act of Federal, State, or local government or other entity having jurisdiction over the Project, such as a declaration of national emergency, that requires all Work to be stopped.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds fair market costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such fair market costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

#### § 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### § 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 Claims

##### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

##### § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

##### § 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within ninety (90) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### § 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### § 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### § 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If abnormal adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that working days lost to weather or weather caused conditions were in excess to those number of working days anticipated to be lost to such conditions. See Exhibit "C" for working days anticipated being lost to weather or weather caused conditions. Adverse weather day or weather caused conditions are defined as working day that rain or previous rain, flooding, snow, winds, fog, heat, wet grounds or any other weather-related situation prevents normal progress of the Work. No time extension will be allowed if at least seven (7) hours of work time are available out of the working day. A working day is defined as all calendar days except Saturdays, Sundays, and legal holidays where the work is located. Lost working days, in excess of those identified in Exhibit "C", will be multiplied by 1.4 to convert them into calendar days and added to the contract time by change order.

#### § 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

#### §15.1.8 No Pass-Through Claims.

Nothing herein shall be construed to allow or permit the Contractor to assert any pass-through claims of its lower tier subcontractors or suppliers against the Owner.

#### § 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim

may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision within thirty (30) days from the date of receipt of an initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided herein may be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation, unless the parties mutually agree otherwise. Which shall be conducted in Harris County, Texas by neutral, third party mediator agreed to by the parties. A request for mediation shall be made in writing, delivered to the other party to the Contract

Date: May 5, 2021

Project: City of Jersey Village City Hall  
Jones Road (Between Charles Street and  
US 290), Jersey Village, Texas 77041

To: City of Jersey Village  
16327 Lakeview Dr.  
Jersey Village, Texas, 77040

Architect: Collaborate Architects  
3302 Canal St. #36  
Houston, TX, 77008

**Proposal:**

Having examined the contract documents per Attachment No. 1, Brookstone proposes to perform the Work of the Project required by the contract documents for the sum set forth below. If in conflict with other contract documents, this Proposal Letter shall have priority.

In submitting this proposal, Brookstone agrees to the following:

1. Hold this proposal open for acceptance by the Owner until May 14, 2021.
2. Furnish 100% Performance and Payment Bonds, prior to commencement, at State of Texas rates.

**I. Guaranteed Maximum Price**

Brookstone agrees to perform the Work of this project in accordance with the Contract Documents as amended by the qualifications and/or clarifications herein for the following Guaranteed Maximum Price: **Ten Million Sixteen Thousand Two Hundred Twenty-Eight Dollars (\$10,016,228)**

**II. Contract Time**

Brookstone typically agrees to commence the Work within fourteen (14) calendar days from the date of an effective Notice to Proceed. However, due to the current volatility of the steel market, we plan to delay commencement until the delivery date of the joist, decking and structural steel can be confirmed and will not cause a delay in construction activities. Due to this, commencement of work is currently anticipated to be 125 days from the NTP, or approximately September 15, 2021.

The issuance of an effective Notice to Proceed (NTP) by the Architect or Owner is contingent upon Brookstone's receipt of the following: (1) appropriate building permits for the work; (2) executed contract documents with addenda, building permit changes, accepted alternates and value engineering changes incorporated into an Issued for Construction set; (3) Phase One environmental assessment and/or hazardous material survey, if appropriate, (4) written confirmation of funding and (5) executed tax exemption, if appropriate.

The work will be substantially complete within Three Hundred (365) calendar days from commencement.

**III. Addenda Received and Incorporated**

Addendum #1, dated March 19, 2021  
Addendum #2, dated March 24, 2021

**IV. Alternates**

**Accepted Alternates**

Alt 01	Bullet-Resistant Panels and Glass .....	Add	\$146,982
Alt 02	Provisions for Emergency Generator (ATS, Wiring, Fencing, Concrete Pad).....	Add	\$29,229
Alt 04	Structured Cabling Add <b>Allowance</b> .....	Add	\$134,390
Alt 05	Security Add <b>Allowance</b> .....	Add	\$54,458
Alt 06	Audio Video System Add <b>Allowance</b> .....	Add	\$326,747
Alt 07	Patio Area .....	Add	\$23,961
Alt 10A	Exterior Signage Add <b>Allowance</b> .....	Add	\$10,889
Alt 12	Metal Storage Shelving Add <b>Allowance</b> .....	Add	\$163,374
Alt 13	Prevailing Wage Rates Add for HVAC & Electrical.....	Add	\$179,711
Alt 14	Wide Flange Steel Members In lieu of Joists.....	No Change	\$0

**Pending Alternates**

Alt 03	Floor-Mounted Plumbing Fixtures in lieu of Wall Mounted .....	Deduct	\$1,465
Alt 08	Exterior Furnishings .....	Add	\$11,221
Alt 09	Add for Polished Concrete in lieu of Stained.....	Add	\$8,333
Alt 10B	Monument Signage Add <b>Allowance</b> .....	Add	\$10,889
Alt 11	Deduct to Use 1" R-6 RMAX Thermasheath in lieu of 2" R-13 RMAX .....	Deduct	\$8,030

All alternates were presented to the design team and the Owner for review and acceptance. Accepted alternates shall not shift design responsibility to Brookstone nor create risk which would not have otherwise been incurred by Brookstone prior to incorporation of the accepted alternates. Additional data for review of alternates has been provided, or can be provided, upon request prior to execution of this document.

**V. Scope Specific Qualifications, Clarifications, and Exclusions**

1. Brookstone includes the following allowances:

- a. Interior Signage Allowance .....\$10,000
- b. Landscaping & Irrigation Allowance .....\$71,000
- c. Residential Appliances Allowance .....\$8,012
- d. Structured Cabling Allowance.....\$134,390

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MAY 10, 2021

e. Security Allowance.....	\$54,458
f. Audio-Video System Allowance .....	\$326,747
g. Exterior Signage Allowance.....	\$10,889
h. Metal Storage Shelving Allowance .....	\$163,374

2. All allowances include the cost of materials, shipping, handling and installation unless specifically noted otherwise above.
3. We include a Contractor’s Contingency of \$137,979. This contingency is for the exclusive and sole discretionary use of Brookstone to cover costs which are properly reimbursable as Cost of the Work but not the basis for a change order.
4. Brookstone excludes the following:

- a. Allowances not specifically listed in this proposal
- b. LEED Accreditation or LEED Requirements
- c. Architectural or engineering services or fees
- d. BIM
- e. Geotechnical and/or other subsurface investigation
- f. Cost of permits (we include inspection fees)
- g. Texas Department of Licensing and Regulation (TDLR) accessibility inspection, fees, costs, or resulting design corrections
- h. Costs for establishment or processing of easements
- i. Municipal fees, utility assessments, or impact fees
- j. Meters, meter fees and tap fees
- k. Permanent or temporary service construction or relocation cost from any electrical, gas, telephone, fiber, or cable provider. All costs for work performed by these utility or provider companies are to be paid by the Owner, unless otherwise qualified in this proposal
- l. Construction materials testing
- m. Security guard, security service, and temporary electronic surveillance
- n. Seismic Survey Agency, seismic testing, seismic survey or other seismic-related work
- o. Utilities, roads or other construction outside of construction limits or property boundary
- p. Cost of repairs to existing paving or driveways damaged by normal construction related traffic loads
- q. Any dewatering, well-pointing, or removal of ground-source water
- r. Identification and/or handling of any hazardous materials
- s. Maintaining, mowing, or irrigating of vegetation and/or landscaping located outside of the project limits,
- t. Warranties beyond manufacturer standard,
- u. Testing of window or exterior wall systems,

5. **Division 2:**

- a. Based upon recommendations in the Geotechnical Report by All-Terra Engineering, Inc. dated August 1, 2019, this proposal includes a building pad constructed with 2 feet of select

fill material extending 5 feet horizontally outside the building perimeter. Select fill will not be used at additional exterior areas such as patios, sidewalks, or covered/shaded areas extending past 5 feet of building perimeter. The Geotechnical Report is not a Contract Document; however, Brookstone will proceed with constructing the building pad as described above unless the Engineer of Record determines another method of constructing the building pad and issues their directive to Brookstone as a Post Bid Addendum or other prescribed contractual document prior to starting this work.

- b. Common fill will be cut from surrounding site and used for grading.
- c. Excess spoils will be placed on-site. Haul-off of excess spoils is not included.
- d. Tunneling or boring for site utilities is included where specifically shown and noted on civil plans.
- e. Salvaging or relocating existing trees, shrubs, or landscaping.

6. **Division 2.2:**

- a. Ornamental fencing and egress gate at patio is excluded. See alternates for cost to include this item.
- b. Unit pavers are excluded.
- c. Truncated pavers are excluded.
- d. An **allowance** of \$71,000 has been included for Landscaping & Irrigation.
- e. Site furnishings are not included. See alternates for cost to include this item.
- f. Watering of landscaping, sod, or hydromulch after Substantial Completion.

7. **Division 3:**

- a. Extruded curbs have been included in lieu of curb & gutter. Curb & gutter is excluded.
- b. Reinforcing for concrete paving was not provided in construction documents. We have included reinforcing per the following:
  - i. 5" paving - #3 bars @ 18" centers
  - ii. 6" paving - #3 bars @ 12" centers
  - iii. Sidewalk - #3 bars 27" centers
- c. Casing or slurry drilling of piers is excluded.
- d. Straight shaft piers in lieu of drilled and under-reamed piers are excluded.

8. **Division 4:**

- a. Masonry and masonry rebar shop drawings are excluded.
- b. Water-repellant admixtures for masonry are excluded.
- c. Foam fill for masonry is excluded.
- d. Only (1) location for Note 19, 20" High Seat Wall, on Architectural Site Plan A0.01 has been included. Additional locations shown on civil drawings are excluded.

9. **Division 5:**

- a. AISC certification for steel fabrication and erection is excluded.
- b. 15-ton steel contingency designated on structural drawings is excluded.

- c. Steel joists and decking are currently not anticipated to be delivered until January/February of 2022. Immediate release of these items is needed to secure an anticipated delivery date of January/February of 2022.
- d. Elevator Guiderrails were not clearly detailed. We have included guiderail steel and erection per our steel subcontractor's recommendations on elevator specifications. Further coordination and clarification will be needed for this item.
- e. No access to roof metal ladder was shown in the drawings. We have included (1) standard metal roof access ladder.
- f. Lavatory supports were not indicated or shown in the drawings. We have included (5) lavatory supports.
- g. Painted steel handrails have been included at the Council Chamber.
- h. No railings were shown at the exterior entrance "Star" stair and ramp. We have included painted steel handrails.
- i. Steel angle at roof type "B" is excluded. We have included wood blocking at this location.

**10. Division 6:**

- a. ½" exterior grade plywood at back of parapet is excluded. We have included glass-mat sheathing at these locations.
- b. (1) coat of factory staining and one topcoat of a clear urethane for the GluLam and wood deck is included. Exterior staining for UV is excluded. Stain and clear coat are to be one of the manufacturer's standard stain colors.
- c. Pressure treated wood endcaps for GluLam have been included only at exposed exterior locations. Sheetmetal endcaps are excluded.
- d. Pressure treatment of GluLam is included only at exposed exterior locations.
- e. Engineering of wood to concrete column embeds is excluded. These embeds need to be engineered and designed by the structural engineer.
- f. FSC Certification for GluLam.
- g. Simple span per "Lock-Deck" span tables is included for the wood roof decking.
- h. Smooth surface of wood roof decking is excluded.
- i. Two-span continuous deck layup is excluded.
- j. AWI certification for millwork and/or casework is excluded.

**11. Division 7:**

- a. ABAA certifications and/or inspections are excluded.
- b. Metal base flashing and/or matching of metal panel finish at base flashing is excluded. Flexible flashing is included at these locations.
- c. Galvalume metal panels have been included in lieu of aluminum.
- d. 300LF of roof walkpads has been included.
- e. Metal downspout boots are excluded.
- f. Spray applied acoustical insulation is excluded.
- g. Fireproofing is excluded.

**12. Division 8:**

- a. Automatic door operators are excluded.

- b. Wood doors manufactured by OshKosh are included.
- c. Low voltage wiring & terminations to door hardware, card readers, and other access control items included as an **allowance**.
- d. Permanent cores are excluded. These are to be by Owner.
- e. Doors indicated to be hollow-metal (HM) in aluminum frames have been included as hollow-metal in hollow-metal frames. Hollow-metal and aluminum are dissimilar materials and therefore are not compatible.
- f. Interior door frame elevations shown on A9.01 have been included as RACO where indicated to be aluminum.
- g. Hurricane and/or impact resistant glazing is excluded.
- h. Bullet resistant glass is included.

13. **Division 9.1:**

- a. Lath and plaster is excluded.
- b. Level 5 finish is excluded.
- c. Bullet Resistant Panels are excluded. See alternates for cost to include this item.
- d. Monolithic acoustical ceiling (MAC) is excluded. We have included acoustical ceiling tile with sound insulation at these locations.
- e. Rockfon Pacific 200 has been included for acoustical ceiling tiles 1 and 2. This will be installed in 15/16" Rockfon (Chicago Metallic) grid.
- f. Conwed New Dimension Clouds 1-1/8" thick have been included for SAP-01 and SAP-02 in lieu of SkyAcoustics.
- g. Conwed acoustical wall panels have been included in lieu of SkyAcoustics. AWP-01 is 1-1/8" thick, AWP-02 is 2" thick, and AWP-03 are barrel wall diffusers.
- h. We have included acoustical wall panels per Interior Elevations A8.01 and A8.02 only. Additional acoustical wall panels shown on Finish Plans are excluded.
- i. All acoustical panel fabric is included as Guilford 2100. Stain resistant and flame retardant acoustical fabric is excluded.
- j. Attic stock for acoustical items is excluded.

14. **Division 9.2:**

- a. Polished concrete is excluded. See alternates for cost to include this item.
- b. Rubber stair treads are excluded.
- c. Staining and sealing of concrete at stairs is excluded.
- d. Epoxy paint at exterior restrooms is included in lieu of water-repellant CMU admixture.

15. **Division 10-11:**

- a. Marker Boards have been included at Conference Rooms only; this is a total of (7) Marker Boards.
- b. Floor mounted toilet compartments are included. Ceiling hung toilet compartments are excluded.
- c. (21) surface-mounted metal corner guards at Lobby 100 are included.

- d. An **allowance** of \$10,000 for interior signage is included. Exterior signage and plaques are included as an allowance. Monument signage is excluded. See alternate **allowance** for cost to include this item.
- e. Display cases are excluded.
- f. (1) AED cabinet is included. AED is excluded.
- g. Metal lockers are excluded.
- h. Metal storage shelving is included as an **allowance**.
- i. Operable partition 12-month maintenance service is excluded.
- j. Large canopy, small canopy, and patio area have been included.
- k. Audio-visual equipment, projection screens, and television brackets are included as an **allowance**.
- l. An **allowance** of \$8,012 for residential appliances is included.

16. **Division 13:**

- a. Window coverings (roller shades) have been included at North facing windows only per direction from Collaborate.
- b. Double roller window shades are excluded.
- c. Attic stock for window coverings/shades is excluded.

17. **Division 14:**

- a. Schindler 3100MRL 3500LB capacity, 100 FPM speed, is included.

18. **Division 15-16:**

- a. BIM of MEPF is excluded.
- b. Standard manufacturer MEPF warranties are included. Special or extended warranties are excluded.
- c. Commissioning for mechanical, electrical, plumbing, fire sprinkler, or other systems is excluded. Third-party commissioning by Owner.
- d. Concealing of sprinkler piping and heads at the Wood Deck/Ceiling structure is excluded. Sprinkler piping and heads at this location are to be exposed and painted.
- e. Fire protection of exterior canopies, porticos, or walkways is excluded.
- f. Fire protection of attic or plenum spaces is excluded.
- g. Manually operated flush valves for plumbing fixtures are included.
- h. Utility metering is excluded.
- i. Delegated design of RTU supports is excluded; we have included manufacturer's standard details as basis of design.
- j. MEP color code painting (piping, conduit, etc.) is excluded.
- k. Temporary HVAC equipment during construction is excluded; the permanent HVAC system will be used to ventilate and condition the spaces during construction.
- l. Duct cleaning is excluded; ductwork will be protected and sealed during construction.
- m. Emergency Generator and Electrical Gear Associated with Emergency Generator is excluded. See alternates to include provisions for emergency generator (ATS, Wiring, Fencing, Concrete Pad).
- n. VE HVAC package below is included per direction from Collaborate.

**i. Equipment**

1. Manufacturer’s standard 14” factory curbs in lieu of hush curbs; Manufacturer standard curbs are factory designed, and will be confirmed to meet engineer’s/code wind load requirements
2. Standard single speed compressor units in lieu of inverter compressor’s; must still provide constant temp.
3. HGRH Coil is excluded
4. EVAP Coil Coating is excluded
5. OA monitoring is excluded
6. Compressor isolation valves are excluded
7. C02 VOD sequence is excluded
8. Fan powered terminal unit in lieu of FCU/CU-1

**ii. Grilles & Boxes**

1. Steel Grilles are included in lieu of aluminum; Eggcrate grilles and slots are excluded.
2. (2) fan powered boxes with larger CFM capacity are included in lieu of (3) fan powered boxes for the council chamber
3. (44) fan powered boxes with PSC motors are included in lieu of ECM motors
4. (1) t-stat for electric unit heater is included
5. (5) exhaust fans with PSC motors are included in lieu of ECM motors (some horse powers may change)

**o. VE Electrical package is included per direction from Collaborate.**

- i. Fire alarm is included
- ii. Emergency responder radio is excluded
- iii. Electricity metering is excluded
- iv. Lightning protection is included
- v. VE lighting package and control package is included
- vi. Siemens K13 transformers and aluminum bussing are included in lieu of PQI harmonic mitigating transformer and copper bussing
- vii. #1 and larger feeders are included as aluminum in lieu of copper
- viii. Schedule 40 PVC is included in lieu of schedule 80 PVC
- ix. Schedule 40 PVC 90 elbows are included in lieu of rigid 90 elbows
- x. Standard fused disconnect elevator module is included
- xi. Smaller diameter poke-thru floor boxes are included in lieu of 8”
- xii. MC cables in lieu of EMT from jbox to devices are included

**19. Low Voltage Systems**

- a. Communications / structured cabling and other low voltage systems listed below are included as an **allowance**:
  - i. Structured cabling / telecommunications system
  - ii. Access control system
  - iii. Audio-Video system
- b. The following low voltage items are explicitly excluded:
  - i. Intercom / public address system
  - ii. Public safety communication / booster system (distributed antenna system)

**VI. Bid Qualifications and/or Clarifications**

1. Brookstone includes the following stipulated rates in our Guaranteed Maximum Price:
  - a. Labor Burden: 48.90%
  - b. General, Excess and Automobile Liability Insurance: 0.95% of contract value
  - c. Safety Director: \$211/week plus labor burden
  - d. Information and Documentation Support: \$150/week plus labor burden
  - e. Warranty: 0.2%
  
2. Thirty (30) days after Substantial Completion, retainage will be paid in full or reduced to twice the completion value of any uncompleted punch list items. If audit is still pending upon completion of punch list, full retainage less any savings Brookstone has determined, will be paid.
  
3. Brookstone will use SureTrak software to create a detailed critical path method (CPM) schedule presented graphically in simple bar chart format which will be updated monthly or as deemed reasonably necessary. All scheduling shall be performed in-house using Brookstone personnel. We exclude cost-loading, resource-loading, or providing electronic copies of the schedule.
  
4. Upon discovery of mold or other hazardous materials in existing improvements or on site that Brookstone, according to our contractual scope of work cannot safely avoid, then Brookstone will consider the mold or other hazardous material “life threatening” and rely upon Owner to abate.
  
5. Builder’s Risk “Broad Form” insurance is also included for the contract sum with a deductible of \$10,000 for all perils except as otherwise noted below. The Owner is responsible for (i) deductibles for flood, earthquake, named windstorm and water damage, (ii) any damage that is excluded or not reimbursed by the Builder’s Risk policy or associated coverages for flood, earthquake, named windstorm and water damage, (iii) professional / pollution liability deductible (if applicable), and (iv) any costs over the limits of the Builder’s Risk policy or associated coverages for flood, earthquake, named windstorm and water damage. Builder’s Risk insurance does not cover existing structures and facilities. Owner shall maintain property insurance on all existing improvements including those being renovated by Brookstone. The cost of Builder’s Risk is based upon an effective Notice to proceed as stipulated in Section II. It is hereby affirmed and agreed to by the parties, that Brookstone shall have no liability to insure the existing structures during the course of construction, including specifically while operations and/or renovations are being performed therein; and that Owner assumes the risk of loss, damage or destruction to existing, adjoining or adjacent structures and further waives, releases and forever acquits as to Brookstone any and all claims, losses and/or liabilities related to property losses to existing structures as described herein.

<u>Coverage</u>	<u>Limit</u>	<u>Deductible (Owner’s Responsibility)</u>
Builder’s Risk	Contract Value	\$10,000
Flood	Contract Value	\$1,250 (\$25,000 without buydown)
Earthquake	Contract Value	\$25,000
Named Windstorm	Contract Value	\$25,000 (\$100,000 without buydown)
Water Damage	Contract Value	\$25,000

**CONTRACTOR'S LIMITATION OF LIABILITY; OWNER HEREBY AGREES THAT THE CONTRACTOR'S AND ITS INSURER'S OVERALL AGGREGATE LIMIT OF LIABILITY (WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE OR HOWSOEVER ARISING) TO OWNER, OR OWNER'S PARENT, SUBSIDIARIES, JOINT VENTURERS, PARTNERS AND AFFILIATES AND THEIR AGENTS, OFFICERS, DIRECTORS, STOCKHOLDERS, EMPLOYEES, OR REPRESENTATIVES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT FOR ANY CLAIM OR OTHER LIABILITY AND OBLIGATION SHALL BE LIMITED TO THE INSURANCE PROCEEDS PAID TO OWNER UNDER ANY APPLICABLE INSURANCE POLICY(IES). IN NO EVENT WILL CONTRACTOR BE LIABLE FOR ANY DAMAGES NOT COVERED BY INSURANCE AND OWNER HEREBY WAIVES ANY AND ALL CLAIMS AGAINST CONTRACTOR FOR ANY DAMAGES NOT COVERED BY INSURANCE.**

6. Contractor's provision of insurance shall limit the liability of Contractor to Owner for claims arising out of or in connection with this Agreement which are covered by such insurance. In no event will Contractor be liable for damages covered by insurance in excess of insurance proceeds paid to Owner under any applicable insurance policies.
7. By executing this contract, the client authorizes Brookstone and/or our representatives to photograph any and all interior and exterior areas of the above referenced project. Any photographs taken after construction is complete will not include any people in them, unless you so desire. The photographs will be used in Brookstone's marketing and advertising activities including but not limited to brochures, advertising campaigns and social media.
8. Schedule delays resulting from hurricanes and named tropical storms can be anticipated in Texas, but because of cost and schedule constraints, these types of delays have specifically not been incorporated into this project's delivery schedule. To do so would impose unnecessary heavy burdens and cost constraints on this project that has relatively low chance of actually occurring. For purposes of this Agreement, hurricane and named tropical storm delays will be treated as Force Majeure delays. The Contractor shall be reimbursed for their extended General Conditions expenses and all cost of preparation, clean-up, remobilization, and any losses not covered by insurance. Days of delay include the downtime during preparations for the arrival of the storm and any clean-up and remobilization days that may be required thereafter. Additionally, delays caused by other Force Majeure circumstances such as tornados, named or unnamed storms or similar events which cause damage to factories, distribution centers or transportation systems, wherever located, that create critical path delays in the arrival of materials or equipment shall be treated as described in this paragraph.
9. Changes incorporated into the Bidding Documents, subsequent to the bidding process, will be clouded and a list of the changes will be furnished by the architect prior to issuing the documents for construction.
10. In the event of conflicting data shown on drawings and data provided in the project manual (specifications), the drawings shall govern. Larger scale detail drawings shall take precedence over smaller scale drawings depicting larger areas. Addenda clarifications take precedence over plans and specifications. Qualifications in this proposal letter take precedence over all other documents. Brookstone has attempted, to the best of our ability, to request clarification of any discrepancies found prior to establishing the contract price, but we do not assume any risk or costs to remedy conflicts of this nature within the project documents.

11. Where project documents list multiple products and/or manufacturers, it is assumed that the architect and/or their consultants have verified that all of the listed products / manufacturers are acceptable for the use and manner of installation that is indicated in the project documents. Specific products indicated in the project documents are assumed to be approved by the design team even if those products do not meet all of the requirements described elsewhere in the project documents. Brookstone has attempted, to the best of our ability, to request clarification of any discrepancies found prior to establishing the contract price, but we do not assume any risk or costs to remedy conflicts of this nature within the project documents.
12. This proposal is based on permanent utilities available to the project jobsite for all project specific improvements within 185 calendar days from commencement. If this date is not met, there will be possible delays in the project completion and additional costs incurred by Brookstone, for which Brookstone will be reimbursed by Owner.
13. This proposal excludes any potential vertical rise (PVR) performance requirements that may be listed in the Contract Documents. Specific earthwork requirements are included as engineered by the Design Team and further clarified above.
14. Owner and Contractor agree that Contractor based its GMP pricing, and subsequently the Contract Sum, on current pricing and availability of construction materials to be incorporated into the Work. However, the market for certain construction products can be volatile and subject to dramatic increases in price or limitations as to availability which are beyond the control of Contractor. Therefore, the parties agree that if there is a bona fide price increase to the Contractor for materials necessary in performance of the Work, Contractor shall be entitled to equitable adjustments to the Contract Sum via change order to this Contract. Further, availability of construction materials needed for the Work could be limited or restricted at the time those materials are necessary for the Work due to no fault or negligence of Contractor or its subcontractors. In the event any such lack of available materials causes delay in Contractor's performance of the Work, Contractor shall be entitled to an equitable adjustment of the Contract Time via a change order to this Contract.

Respectfully submitted:

**BROOKSTONE, L.P.**  
by: **Brookstone Management, LLC**

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**Ryan Busking**  
**Vice President**

## **I. MAYOR AND COUNCIL COMMENTS**

Pursuant to Texas Government Code § 551.0415, City Council Members and City staff may make a reports about items of community interest during a meeting of the governing body without having given notice of the report. Items of community interest include:

- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- A reminder about an upcoming event organized or sponsored by the governing body;
- Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and
- Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.