

Bobby Warren, Mayor  
Drew Wasson, Council Position No. 1  
Sheri Sheppard, Council Position No. 2  
Michelle Mitcham, Council Position No. 3  
James Singleton, Council Position No. 4  
Jennifer McCrea, Council Position No. 5



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

## Jersey Village City Council – Special Session Meeting Agenda

Notice is hereby given of a Special Session Meeting of the City Council of the City of Jersey Village to be held on Monday, June 12, 2023, 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. PUBLIC HEARING**

1. Conduct a public hearing for the purpose of receiving oral comments from any interested person(s) concerning the City’s intent to annex land in the City of Jersey Village’s Extra Territorial Jurisdiction in order to provide city services, namely water and sewer services.  
*Bobby Warren, Mayor*

### **C. CITIZENS’ COMMENTS**

Any person who desires to address City Council regarding an item on the agenda 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 not allowed to discuss the subject. Each person is limited to five (5) minutes for comments to the City Council.

### **D. 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 Resolution 2023-27, receiving the Capital Improvements Advisory Committee’s April 2023 Semiannual Progress Report. *Lorri Coody, City Secretary*
2. Consider Ordinance 2023-14, amending the Impact Fee Fund Budget for the Fiscal year beginning October 1, 2022 and ending September 30, 2023 in the amount not to exceed \$149,000 by increasing line item 04-45-5515 (Impact Fee Consultant), approving the proposal from Quiddity Engineering, LLC to conduct a study concerning land use assumptions, capital improvements plan, and impact fees; and authorizing the City Manager to execute all documents with Quiddity Engineering, LLC concerning these consulting services. *Robert Basford, Assistant City Manager*

**E. RECESS THE SPECIAL SESSION**

Recess the Special Session to Convene into Executive Session pursuant to the Texas Open Meetings Act, Government Code Section 551.087 Deliberation Regarding Economic Development Negotiations, Section 551.072 Deliberations about Real Property, and Section 551.071 Consultations with Attorney.

**F. EXECUTIVE SESSION**

- 1. Pursuant to the Texas Open Meeting Act Section 551.087 Deliberation Regarding Economic Development Negotiations, Section 551.072 Deliberations about Real Property, and Section 551.071 Consultations with Attorney a closed meeting to deliberate information from a business prospect that the City seeks to locate in Jersey Village TIRZ Number 2 and economic development negotiations, including the possible purchase, exchange or value of real property, related thereto. *Bobby Warren, Mayor*

**G. ADJOURN EXECUTIVE SESSION & RECONVENE THE SPECIAL SESSION**

Adjourn the Executive Session, stating the date and time the Executive Session ended and Reconvene the Special Session.

**H. 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 the following date and time: May 30, 2023 at 1:00 p.m. and remained so posted until said meeting was convened.

\_\_\_\_\_  
Lorri Coody, 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 accommodation 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.jerseyvillagetx.com](http://www.jerseyvillagetx.com)

"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  
CITY OF JERSEY VILLAGE, TEXAS  
AGENDA REQUEST**

**AGENDA DATE:** June 12, 2023

**AGENDA ITEM: B1**

**AGENDA SUBJECT:** Conduct a public hearing for the purpose of receiving oral comments from any interested person(s) concerning the City’s intent to annex land in the City of Jersey Village’s Extra Territorial Jurisdiction in order to provide city services, namely water and sewer services.

**Department/Prepared By:** Lorri Coody, City Secretary **Date Submitted:** May 23, 2023

**EXHIBITS:** EX A - Public Hearing Notice  
EX B – PH Script

**BACKGROUND INFORMATION:**

On May 17, 2023, City Council passed Resolution 2023-19, stating the intent to annex a certain area of land into the corporate limits of the city, describing the area of land to be annexed, and describing the services to be provided to the area of land upon annexation.

The next steps in this process pertain to notice. A letter was mailed on May 19, 2023, to each property owner in the area informing them of a notice of a public hearing that is required as part of the process, an explanation of the 180-day petition period, and a description of the services to be provided by the city.

This item is to conduct the public hearing for the purpose of receiving oral comments from any interested person(s) concerning the City’s intent to annex land in the City of Jersey Village’s Extra Territorial Jurisdiction in order to provide city services, namely water and sewer services.

This public hearing is step 2 in the process. The next steps would be as follows.

Landowners in the proposed area to be annexed will have the opportunity to sign a petition consenting to the proposed annexation. As set out by state law the Petition could be signed beginning on June 17, 2023, and ending on November 13, 2023. After the petition time ends, the petition will be verified by the City. All property owners will be notified of the results of the petition.

If the required number of signatures on the petition is met, the city will hold a public hearing on November 27, 2023. That hearing would be held at 7pm in the City Council Chambers for the public to have an opportunity to be heard.

A final public hearing would be held on December 18, 2023, in the City Council Chambers for the public to have an opportunity to be heard. After this public hearing the ordinance annexing the area may be adopted.

The Description of Services to be provided to the area is as follows.

It is the intent of the city to provide operation and maintenance of water and wastewater facilities to this area by the end of 2026. Upon annexation of the area the city will begin the design work necessary to extend water and sewer services, with the bidding and construction process to follow in accordance with all applicable state and local regulations.

The following services will be provided in the annexation area commencing on the effective date of the annexation, unless otherwise noted.

1. Police Protection

CITY COUNCIL SPECIAL SESSION MEETING PACKET FOR THE JUNE 12, 2023 MEETING

2. Fire Protection
3. EMS Services
4. Maintenance of any other publicly-owned facility, building or service if the City acquires any for municipal purposes located within the annexation area.

**RECOMMENDED ACTION:** Conduct a public hearing for the purpose of receiving oral comments from any interested person(s) concerning the City's intent to annex land in the City of Jersey Village's Extra Territorial Jurisdiction in order to provide city services, namely water and sewer services.

## NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Jersey Village City Council of the City of Jersey Village, Texas will conduct a public hearing at 7:00 p.m., Monday, June 12, 2023, at the Civic Center Auditorium, 16327 Lakeview, Jersey Village, Texas, for the purpose of receiving oral comments from any interested person(s) concerning the City's intent to annex land in the City of Jersey Village's Extra Territorial Jurisdiction in order to provide city services, namely water and sewer services.

A copy of Resolution 2023-19, stating the intent to annex a certain area of land into the corporate limits of the city, describing the area of land to be annexed, and describing the services to be provided to the area of land upon annexation may be examined online at [www.jerseyvillagetx.com/page/city.annexation2023](http://www.jerseyvillagetx.com/page/city.annexation2023).

The City of Jersey Village public facilities are wheelchair accessible and accessible parking spaces are available. Requests for accommodation or interpretive services must be made 48 hours prior to this meeting. Please contact ADA Coordinator at (713) 466-2102 or FAX (713) 466-2177 for further information.

Lorri Coody, City Secretary  
City of Jersey Village

Posted: May 23, 20223  
Time: 5:00 p.m.



**RESOLUTION NO. 2023-19**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, STATING THE INTENT TO ANNEX A CERTAIN AREA OF LAND INTO THE CORPORATE LIMITS OF THE CITY, DESCRIBING THE AREA OF LAND TO BE ANNEXED, AND DESCRIBING THE SERVICES TO BE PROVIDED TO THE AREA OF LAND UPON ANNEXATION.**

**WHEREAS**, Subchapter C-4 of Chapter 43 of the Texas Local Government Code (the “Code”) allows the City of Jersey Village, Texas (the “City”) to annex an area with a population of less than two hundred (200) if certain conditions are met; and

**WHEREAS**, the first step the City must take to annex an area contemplated in the Code is to adopt a Resolution that, among other things, declares the City’s intent to annex an area, describes the area, and describes the services to be provided to the area upon annexation; and

**WHEREAS**, the City Council of the City, through this Resolution, desires to satisfy the first step of the annexation process provided in the Code; and **NOW THEREFORE:**

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

**THAT** the facts and matter set forth in the preamble of this Resolution are hereby found to be true and correct, and incorporated herein for all purposes.

**THAT** the Council hereby declares its intent to annex that certain area of land located in the City’s extraterritorial jurisdiction, generally located along FM 529 from Wright Road to US 290 and along Charles Road (the “Area”), with the Area being more specifically depicted and described in “Exhibit A” attached to and incorporated in this Resolution for all intents and purposes.

**THAT** the City will provide the following services to the Area (the “Services”): police protection; fire protection; emergency medical services; operation and maintenance of water and wastewater facilities; and, operation and maintenance of any other publicly owned facility, building, or service. The description of the Services and the schedule for the provision of the Services by the City to the Area upon annexation of the Area is included in “Exhibit B” attached to and incorporated in this Resolution for all intents and purposes.

**THAT** in the event any clause, phrase, provision, sentence, or part of this Resolution 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 Resolution as a whole or any part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**PASSED, APPROVED, AND ADOPTED this 17th day of May 2023.**

**ATTEST:**

s/Lorri Coody, City Secretary



s/Bobby Warren, Mayor

## EXHIBIT A – DEPICTION AND DESCRIPTION OF AREA TO BE ANNEXED

The properties to be annexed in include:

| HCAD Number      | Legal Description   | Site Address     |
|------------------|---|------------------|
| 064-015-000-0295 | TR 30B FAIRVIEW GARDENS SEC 1   | 11714 CHARLES RD |
| 064-015-000-0296 | TR 29A FAIRVIEW GARDENS SEC 1   | 11722 CHARLES RD |
| 064-015-000-0031 | C W 195.13 FT OF LT 29 FAIRVIEW GARDENS SEC 1                                 | 11800 CHARLES RD |
| 064-015-000-0023 | LT 24 & TR 23 FAIRVIEW GARDENS SEC 1  | 11800 CHARLES RD |
| 064-015-000-0110 | TR 25B FAIRVIEW GARDENS SEC 1   | 11800 CHARLES RD |
| 064-015-000-0025 | TR 25A FAIRVIEW GARDENS SEC 1   | 11800 CHARLES RD |
| 064-015-000-0120 | LT 26 & TRS 27 & 28 W PT OF LT 27 & ADJ 45 FT OF LT 28 FAIRVIEW GARDENS SEC 1 | 7100 WRIGHT RD   |
| 064-015-000-0292 | TR 27A FAIRVIEW GARDENS SEC 1   | 11835 CHARLES RD |
| 064-015-000-0026 | TR 45A FAIRVIEW GARDENS SEC 1   | 11811 CHARLES RD |
| 132-686-000-0001 | LT 2 GAR EDMONDS LOT 2  | 11715 CHARLES RD |
| 125-532-000-0001 | LT 1 GAR EDMONDS LOT 1  | 11711 CHARLES RD |
| 064-015-000-0044 | TRS 44C & 44A FAIRVIEW GARDENS SEC 1  | 11707 CHARLES RD |
| 064-015-000-0176 | TR 28D FAIRVIEW GARDENS SEC 1   | 7100 WRIGHT RD   |
| 064-015-000-0410 | TR 28B-1 FAIRVIEW GARDENS SEC 1   | 7100 WRIGHT RD   |
| 064-015-000-0109 | TR 28B FAIRVIEW GARDENS SEC 1   | 7100 WRIGHT RD   |
| 064-015-000-0028 | TRS 27B 28C & 28E FAIRVIEW GARDENS SEC 1                                      | 11902 FM 529 RD  |
| 120-892-000-0001 | LT 46 COASTAL FLANGE INC/SPENCER HWY  | 11906 FM 529 RD  |
| 064-015-000-0051 | TR 51 FAIRVIEW GARDENS SEC 1  | 11432 FM 529 RD  |
| 064-015-000-0457 | TR 51A FAIRVIEW GARDENS SEC 1   | 11430 FM 529 RD  |
| 116-232-000-0001 | TR 1 WEST VLG INDUSTRIAL PARK U/R   | 11320 FM 529 RD  |
| 116-232-000-0002 | TR 2 WEST VLG INDUSTRIAL PARK U/R   | 11320 FM 529 RD  |
| 116-232-000-0003 | TR 3 WEST VLG INDUSTRIAL PARK U/R   | 11320 FM 529 RD  |
| 116-232-000-0004 | TR 4 WEST VLG INDUSTRIAL PARK U/R   | 11320 FM 529 RD  |
| 116-232-000-0005 | TR 5 WEST VLG INDUSTRIAL PARK U/R   | 0 FM 529 RD      |

|                  |  |                  |
|------------------|--|------------------|
| 116-232-000-0006 | TR 6 WEST VLG INDUSTRIAL PARK U/R                              | 11320 FM 529 RD  |
| 116-232-000-0007 | TR 7 WEST VLG INDUSTRIAL PARK U/R                              | 11320 FM 529 RD  |
| 116-232-000-0008 | TR 8 WEST VLG INDUSTRIAL PARK U/R                              | 11320 FM 529 RD  |
| 116-232-000-0009 | TR 9 WEST VLG INDUSTRIAL PARK U/R                              | 11320 FM 529 RD  |
| 116-232-000-0010 | TR 10 WEST VLG INDUSTRIAL PARK U/R                             | 11320 FM 529 RD  |
| 064-015-000-0053 | TR 53 FAIRVIEW GARDENS SEC 1                                   | 0 FM 529 RD      |
| 064-015-000-0041 | LT 41 LESS NE 200X400 FT FAIRVIEW GARDENS SEC 1                | 11625 CHARLES RD |
| 064-015-000-0040 | LT 40 FAIRVIEW GARDENS SEC 1 R/P                               | 11433 CHARLES RD |
| 064-015-000-0405 | TR 39A-1 FAIRVIEW GARDENS SEC 1                                | 11431 CHARLES RD |
| 064-015-000-0340 | TR 39A FAIRVIEW GARDENS SEC 1                                  | 11431 CHARLES RD |
| 064-015-000-0428 | TRS 39C & 39D FAIRVIEW GARDENS SEC 1                           | 11407 CHARLES RD |
| 064-015-000-0415 | TR 39B (LAND ONLY) (IMPS*0640150000416) FAIRVIEW GARDENS SEC 1 | 11335 CHARLES RD |
| 064-015-000-0039 | TR 39 FAIRVIEW GARDENS SEC 1                                   | 11335 CHARLES RD |
| 064-015-000-0038 | LT 38 FAIRVIEW GARDENS SEC 1                                   | 11233 CHARLES RD |
| 118-777-001-0001 | LT 1 BLK 1 FAIRVIEW ACRES AMENDED                              | 11250 FM 529 RD  |
| 118-777-001-0002 | LT 2 BLK 1 FAIRVIEW ACRES AMENDED                              | 7004 CHARLES RD  |
| 064-015-000-0116 | TR 54B SATSUMA SUBSTATION FAIRVIEW GARDENS SEC 1               | 0 FM 529 RD      |
| 064-015-000-0115 | TR 54A FAIRVIEW GARDENS SEC 1                                  | 0 FM 529 RD      |
| 064-015-000-0175 | TR 55B EASEMENT ONLY FAIRVIEW GARDENS SEC 1                    | 0 SPENCER RD     |
| 064-015-000-0055 | TR 55A FAIRVIEW GARDENS SEC 1                                  | 0 SPENCER RD     |
| 064-015-000-0037 | TR 37A FAIRVIEW GARDENS SEC 1                                  | 0 HEMPSTEAD RD   |
| 120-056-001-0001 | LT 4 BLK 1 BARRY R/P   | 11220 CHARLES RD |
| 120-056-001-0002 | LT 3 BLK 1 BARRY R/P   | 11226 CHARLES RD |
| 120-056-001-0003 | LT 1 BLK 1 BARRY R/P   | 11250 CHARLES RD |
| 120-056-001-0004 | LT 2 BLK 1 BARRY R/P   | 11220 CHARLES RD |
| 064-015-000-0036 | LT 36B FAIRVIEW GARDENS SEC 1 PAR R/P                          | 11280 CHARLES RD |
| 064-015-000-0456 | TR 36A-2 FAIRVIEW GARDENS SEC 1 PAR R/P                        | 11310 CHARLES RD |
| 064-015-000-0445 | LT 36A FAIRVIEW GARDENS SEC 1 PAR R/P                          | 11320 CHARLES RD |
| 064-015-000-0035 | TR 35 FAIRVIEW GARDENS SEC 1                                   | 11330 CHARLES RD |
| 064-015-000-0327 | TR 35A FAIRVIEW GARDENS SEC 1                                  | 11500 CHARLES RD |



## **EXHIBIT B – DESCRIPTION OF SERVICES TO BE PROVIDED TO THE AREA**

It is the intent of the city to provide operation and maintenance of water and wastewater facilities to this area by the end of 2026. Upon annexation of the area the city will begin the design work necessary to extend water and sewer services, with the bidding and construction process to follow in accordance with all applicable state and local regulations.

The following services will be provided in the annexation area commencing on the effective date of the annexation, unless otherwise noted.

1. Police Protection
2. Fire Protection
3. EMS Services
4. Maintenance of any other publicly-owned facility, building or service if the City acquires any for municipal purposes located within the annexation area.

# **MAYOR OR MAYOR PRO tem**

## **Script for Public Hearing on June 12, 2023**

### **Announce the Item on the Council Agenda - then:**

I now call to order this public hearing concerning the City's intent to annex land in the City of Jersey Village's Extra Territorial Jurisdiction in order to provide city services, namely water and sewer services at \_\_\_\_ p.m.

Everyone desiring to speak should complete a public hearing comment card and present the card to the City Secretary. Each speaker will be given 5 minutes to present information.

**(Call the first person signing up to speak).**

**(After everyone has spoken . . . or if no one desires to speak, finish the meeting with the following)**

There being no one (else) desiring to speak, I now close this public hearing on the proposal to annex land in the City of Jersey Village's Extra Territorial Jurisdiction in order to provide city services, namely water and sewer services at \_\_\_\_ p.m.

**C1. 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.

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

**AGENDA DATE:** June 12, 2023

**AGENDA ITEM:** D1

**AGENDA SUBJECT:** Consider Resolution No. 2023-27, receiving the Capital Improvements Advisory Committee’s April 2023 Semiannual Progress Report.

**Department/Prepared By:** Lorri Coody, City Secretary **Date Submitted:** May 18, 2023

**EXHIBITS:** Resolution No. 2023-27  
Exhibit A – CIAC April 2023 Semiannual Progress Report

**BACKGROUND INFORMATION:**

The Capital Improvements Advisory Committee (CIAC) met on May 17, 2023 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 2022-2023.

This item is to receive the April 2023 Semiannual Progress Report prepared at the May 17, 2023 CIAC Meeting.

**RECOMMENDED ACTION:**

**MOTION:** To approve Resolution No. 2023-27, receiving the Capital Improvements Advisory Committee’s April 2023 Semiannual Progress Report.

**CITY COUNCIL SPECIAL SESSION MEETING PACKET FOR THE JUNE 12, 2023 MEETING**

**RESOLUTION NO. 2023-27**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, RECEIVING THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE'S APRIL 2023 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 2023 Semiannual Progress Report is hereby received. The report is attached hereto as "Exhibit A."

**PASSED AND APPROVED** this the 12<sup>th</sup> day of June, 2023.

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

**ATTEST:**

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



**EXHIBIT A**

**APRIL 2023 SEMIANNUAL PROGRESS REPORT**



**CITY OF JERSEY VILLAGE  
CAPITAL IMPROVEMENTS ADVISORY COMMITTEE  
SEMIANNUAL PROGRESS REPORT  
May 17, 2023**

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 2022-2023, one (1) new commercial construction permit was issued with permit fees totaling \$50,183.00 as shown in the Project Payment Report attached hereto and made a part hereof as Exhibit A.

As of March 31, 2023, the City’s Impact Fee Fund has a Cash Balance of \$1,232,334.16 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            | <b>Completed</b> | \$ 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*       | <b>Completed</b> | \$375,000 |
| 6. Seattle Water Plant – Variable Frequency Drive* |                  | \$100,000 |

|  |                  |                      |
|--|------------------|----------------------|
| 7. Seattle Water Plant – Generator   | <b>Completed</b> | \$500,000            |
| 8. West Road Water Plant – Generator Repair*   |                  | \$150,000            |
| 9. Congo Elevated Storage Tank Rehabilitation  | <b>Completed</b> | \$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<br>Service to ETJ**                        |                  | \$981,000            |
| 17. Charles Road 8” & Wright Road 12” Water Line Loop<br>Service to ETJ**                            |                  | \$1,051,000          |
| 18. Wright Road 12” Water Line from Charles Road to HWY 290<br>Service to ETJ**                      |                  | \$1,072,000          |
| 19. Fairview Street 12” Water Line from FM 529 to Taylor Road<br>Service to ETJ**                    |                  | \$1,948,000          |
| 20. Harms Road 12” Water Line from FM 529 to Taylor Road<br>Service to ETJ**                         |                  | \$2,195,000          |
| 21. Musgrove Lane 8” & 12” Water Line from Taylor Rd to Jones Rd along<br>HWY 290 – Service to ETJ** |                  | \$505,000            |
| 22. Taylor RD 8” Water Line Extension from HWY 290 to Edge of ETJ<br>Service to ETJ**                |                  | <u>\$132,000</u>     |
|  | <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  
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  
Castlebridge WWTP – Service to ETJ\*\* \$2,305,000
- 13. Wright Road 10” Wastewater Line From FM 529 to HWY 290  
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<br>Service to ETJ** | \$1,006,000         |
| 16. Harms Road 10” Wastewater Line from FM 529 to Taylor Road<br>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:

     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 an Impact Fee Study to reevaluate the City’s impact fee structure at this time.

  X   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 17th day of May 2023.

S/Rick Faircloth, Chairman

**ATTEST:**

S/Lorri Coody, City Secretary





## Fee Specific "Impact Waste" and "Impact Water"

Date Paid from Fees feed: 10/01/2022 - 03/31/2023

| TITLE          | AMOUNT PAID         | DATE PAID             | TEMPLATE NAME           | PROJECT ADDRESS |
|----------------|---------------------|-----------------------|-------------------------|-----------------|
| Impact Waste   | \$ 17,809.00        | 03/10/2023 at 9:23 AM | Building Permit New (C) | 8630 Jones Rd   |
| Impact Water   | \$ 32,374.00        | 03/10/2023 at 9:23 AM | Building Permit New (C) | 8630 Jones Rd   |
| <b>AVERAGE</b> | <b>\$ 25,091.50</b> |                       |                         |                 |
| <b>TOTAL</b>   | <b>\$ 50,183.00</b> |                       |                         |                 |



Jersey Village, TX

# Trial Balance Account Summary

Date Range: 10/01/2022 - 03/31/2023

| Account                           | Name                         | Beginning Balance | Period<br>Total Debits | Period<br>Total Credits | Net Change  | Ending Balance |
|-----------------------------------|------------------------------|-------------------|------------------------|-------------------------|-------------|----------------|
| <b>Fund: 04 - IMPACT FEE FUND</b> |                              |                   |                        |                         |             |                |
| <a href="#">04-0-0001</a>         | CASH                         | 148,532.30        | 50,277.00              | 0.00                    | 50,277.00   | 198,809.30     |
| <a href="#">04-0-0005</a>         | CASH INVESTED                | 1,013,284.04      | 20,240.82              | 0.00                    | 20,240.82   | 1,033,524.86   |
| <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              | 51,312.90              | 51,270.90               | 42.00       | 42.00          |
| <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      | -608,030.95       | 0.00                   | 0.00                    | 0.00        | -608,030.95    |
| <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              | 33,461.90              | 65,889.90               | -32,428.00  | -32,428.00     |
| <a href="#">04-43-8548</a>        | SEWER PLANT CAPACITY         | 0.00              | 0.00                   | 42.00                   | -42.00      | -42.00         |
| <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              | 17,809.00              | 35,658.00               | -17,849.00  | -17,849.00     |
| <a href="#">04-43-9601</a>        | INTEREST EARNED              | 0.00              | 0.00                   | 20,240.82               | -20,240.82  | -20,240.82     |
| <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>173,101.62</b>      | <b>173,101.62</b>       | <b>0.00</b> | <b>0.00</b>    |
| <b>Report Total:</b>              |                              | <b>0.00</b>       | <b>173,101.62</b>      | <b>173,101.62</b>       | <b>0.00</b> | <b>0.00</b>    |

CITY COUNCIL REGULAR MEETING FOR THE JUNE 12, 2023 MEETING

### Fund Summary

| Fund                 | Beginning Balance | Total Debits      | Total Credits     | Ending Balance |
|----------------------|-------------------|-------------------|-------------------|----------------|
| 04 - IMPACT FEE FUND | 0.00              | 173,101.62        | 173,101.62        | 0.00           |
| <b>Report Total:</b> | <b>0.00</b>       | <b>173,101.62</b> | <b>173,101.62</b> | <b>0.00</b>    |

CITY COUNCIL SPECIAL SESSION MEETING PACKET FOR THE JUNE 12, 2023 MEETING

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

**AGENDA DATE:** June 12, 2023

**AGENDA ITEM:** C2

**AGENDA SUBJECT:** Consider Ordinance 2023-14, amending the Impact Fee Fund Budget for the Fiscal year beginning October 1, 2022 and ending September 30, 2023 in the amount not to exceed \$149,000 by increasing line item 04-45-5515 (Impact Fee Consultant), approving the proposal from Quiddity Engineering, LLC to conduct a study concerning land use assumptions, capital improvements plan, and impact fees; and authorizing the City Manager to execute all documents with Quiddity Engineering, LLC concerning these consulting services.

**Dept/Prepared By:** Robert Basford, Assistant City Manager

**Date Submitted:** May 25, 2023

**EXHIBITS:** Ordinance 2023-14  
Exhibit A – Budget Amendment Form  
Exhibit B – Quiddity Engineering, LLC Proposal

|                          |                         |           |
|--------------------------|-------------------------|-----------|
| <b>BUDGETARY IMPACT:</b> | Required Expenditure:   | \$149,000 |
|                          | Amount Budgeted:        | \$ 0      |
|                          | Appropriation Required: | \$149,000 |

**BACKGROUND INFORMATION:** The Capital Improvements Advisory Committee (CIAC) met on May 17, 2023, to review the 2022-2023 growth rate, capital improvement projects completed, the impact fees collected, and the capital improvements projects identified in the Capital Improvements Plan in order to prepare the Capital Improvements Advisory Committee’s April 2023 Semi-Annual Progress Report. After completing their review, the Committee found that 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 found that it is necessary that the City hire a consultant to conduct an Impact Fee Study to reevaluate the City’s impact fee structure.

As a result of this finding, Staff has reached out to Quiddity Engineering, LLC, formerly Jones and Carter, to obtain a quote for consulting services in accordance with Texas Government Code Section 252.022(a)(4), which specifically exempts contracts for professional services from the competitive bidding requirements. Professional services have been described as those services which are mainly mental or intellectual rather than physical or manual and require special knowledge or attainment and a high order of learning, skill, and intelligence.

This item is to approve a budget amendment in the amount of \$149,000 to pay for consulting services connected with performing a study concerning land use assumptions, capital improvements plan, and impact fees, to approve the proposal from Quiddity Engineering, LLC; and to authorize the City Manager to execute all documents with Quiddity Engineering, LLC concerning these consulting services.

**RECOMMENDED ACTION:**

**MOTION:** To approve Ordinance 2023-14, amending the Impact Fee Fund Budget for the Fiscal year beginning October 1, 2022 and ending September 30, 2023 in the amount not to exceed \$149,000 by increasing line item 04-45-5515 (Impact Fee Consultant), approving the proposal from Quiddity Engineering, LLC to conduct a study concerning land use assumptions, capital improvements plan, and impact fees; and authorizing the City Manager to execute all documents with Quiddity Engineering, LLC concerning these consulting services.

CITY COUNCIL SPECIAL SESSION MEETING PACKET FOR THE JUNE 12, 2023 MEETING

**ORDINANCE NO. 2023-14**

**AN ORDINANCE OF THE CITY OF JERSEY VILLAGE, TEXAS, AMENDING THE IMPACT FEE FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 IN THE AMOUNT NOT TO EXCEED \$149,000 BY INCREASING LINE ITEM 04-45-5515 (IMPACT FEE CONSULTANT), APPROVING THE PROPOSAL FROM QUIDDITY ENGINEERING, LLC TO CONDUCT A STUDY CONCERNING LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN, AND IMPACT FEES; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS WITH QUIDDITY ENGINEERING, LLC CONCERNING THESE CONSULTING SERVICES.**

**WHEREAS**, subsequent to the adoption of the annual budget for the City of Jersey Village for the fiscal year beginning October 1, 2022, and ending September 30, 2023, 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, that the proposal from Quiddity Engineering, LLC for consulting services in connection with conducting a study concerning land use assumptions, capital improvements plan, and impact fees should be accepted; and that the City Manager should be authorized to execute all documents with Quiddity Engineering, LLC concerning these consulting 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, 2022, and ending September 30, 2023, is hereby amended by increasing the appropriations to the accounts contained therein as provided in the attached Exhibit A – Budget Amendment from Impact Fee Fund Balance by increasing line item 04-45-5515 (Impact Fee Consultant) in the amount not to exceed \$149,000.

**Section 3.** The proposal from Quiddity Engineering, LLC for consulting services in connection with conducting a study concerning land use assumptions, capital improvements plan, and impact fees attached hereto as Exhibit B is hereby accepted; and the City Manager is authorized to execute all documents with Quiddity Engineering, LLC concerning these consulting services.

**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 12th day of June 2023.

**ATTEST:**

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



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

CITY COUNCIL SPECIAL SESSION MEETING PACKET FOR THE JUNE 12, 2023 MEETING



# 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:                                   | To Line Item      | Amount              |
|---|-------------------|---------------------|
| <input type="checkbox"/> General Fund                       | _____             | _____               |
| <input type="checkbox"/> Utility Fund                       | _____             | _____               |
| <input type="checkbox"/> Capital Improvements Fund          | _____             | _____               |
| <input checked="" type="checkbox"/> Other <u>Impact Fee</u> | <u>04-45-5515</u> | <u>\$149,000.00</u> |

### Justification

This budget amendment is necessary to pay for an Impact Fee Study by a Consultant Services based on the recommendations from the meeting of May 17, 2023 of the Capital Improvement Advisory Committee (CIAC).

Requested by: Robert Basford

Signed: Robert Basford Date 05-24-2023

|  |  |
|--|--|
| Finance:<br>Sufficient funds <input checked="" type="checkbox"/> Exist <input type="checkbox"/> Do Not Exist<br><br>Signed: <b>Isabel Kato</b><br>Digitally signed by Isabel Kato<br>Date: 2023.05.24 13:42:44 -05'00' | City Manager:<br><input type="checkbox"/> Approved <input type="checkbox"/> Not Approved<br><br>Signed: <b>Austin Bless</b><br>Digitally signed by Austin Bless<br>Date: 2023.05.24 13:47:30 -05'00' |
|--|--|

Form Modified May 2020



May 25, 2023

Ms. Danielle Cordova  
City of Jersey Village  
16327 Lakeview Drive  
Jersey Village, TX 77040

Re: Professional Engineering Services  
Development of 10-Year Capital Improvement Plan & Updates to the Impact Fee Study  
City of Jersey Village

Dear Ms. Cordova:

Quiddity Engineering, LLC (the Engineer) appreciates the opportunity to provide this proposal for professional engineering services to the City of Jersey Village (COJV or the City) in connection with Capital Improvement Plan (CIP) Development and Impact Fee Study.

### **Project Understanding**

The Engineer understands the COJV is seeking development of a new capital improvement plan for to assist with preliminary budgeting purposes. This CIP will be focused on existing water and wastewater infrastructure improvements over a projected 10-year period. The CIP will serve as preliminary budgeting tool for the City by providing projected costs per facility type on an annual basis which will aid in annual budget projections. The City owns and operates three (3) groundwater treatment plants (WP), two (2) elevated storage tanks (EST), one (1) wastewater treatment plant (WWTP) at Castlebridge, six (6) lift stations (LS), approximately 257,000 linear feet of water distribution system and approximately 205,000 linear feet of wastewater collection system. The COJV has joint ownership of a second WWTP managed by the White Oak Bayou Joint Powers Board, however this is excluded from the scope of work, and does not include any review or recommendations for that facility.

Performing an assessment on the existing water and wastewater facilities is the first step for the Engineer to develop a CIP focused on the rehabilitation and improvements to existing facility components. This will allow the COJV to proactively budget for long-term viability of its systems and better understand the prioritization of projects at the appropriate timeline to help prevent premature failures and ensure continued operation. The Engineer will visually inspect the three (3) WPs, two (2) ESTs, one (1) WWTP at Castlebridge, and six (6) LS owned and operated by the COJV and prepare a condition assessment report for each facility. Visual inspections are not included for the water distribution system and wastewater collection system, as historical records will be utilized and provided by the City. Anticipated major capital project costs will be estimated and included in the 10-Year CIP report. Our basis of recommendations is a result of visual inspection findings and review of historical inspection, maintenance, rehabilitation, and work order records provided by the COJV. The Engineer will make assumptions for any records or historical information not available or provided by the COJV when estimating capital cost covering the CIP duration. The CIP will be developed in a spreadsheet format that can be reviewed and updated by the COJV. The City's storm sewer system is not included in the scope of work.



The City also requests the Engineer review and update the previously approved Capital Improvements Plan, Future Land Use Plan, and Impact Fee Study, dated July 21, 2020. The Engineer will review and provide recommendations for new water and wastewater facility expansions based on the projected development schedule and input received from the City's Advisory Committee. Based on these projections, the Engineer will update the land use plan exhibit, and impact fee study over a projected five (5) year period, as required by Chapter 395 of the Local Government Code. A 10-year projection will be included to coincide with CIP. While the CIP for the Impact Fee Study can be combined with the Facility CIP, the capital improvements necessary for growth and development will be evaluated separately and solely included in the Impact Fee Study. The updated Impact Fee Study will allow the City to recover a portion of the capital costs for water and wastewater system improvements needed to serve the projected development within the City of Jersey Village current limits and extraterritorial jurisdiction (ETJ). The Engineer will present the updated CIP and Impact Fee Study to the Advisory Committee and City Council for review and approval. The City will be required to hold a public hearing per Chapter 395 to formally adopt the land use assumptions, capital improvements plan, and impact fee study.

Based on our understanding of your project, and subject to the laws and statutes set forth in Chapter 395 of the Texas Local Government Code, we prepared the following scope and compensation amount for consideration of approval.

### Scope of Services

Based on our understanding of the COJV request, the Engineer will perform the following scope of services.

1. **VISUAL INSPECTION:** Perform one (1) respective site visit to each facility to visually inspect the three (3) Water Plants (WP), two (2) Elevated Storage Tanks (EST), one (1) Wastewater Treatment Plant (WWTP) at Castlebridge, and six (6) Lift Stations (LS). Visual inspections are necessary to determine the current condition of the existing components at each facility. Mechanical and Electrical Components will be visualized in the field. One (1) site visit is anticipated for the three (3) WPs including two (2) ESTs, one (1) site visit is anticipated for the one (1) WWTP, and one (1) site visit is anticipated for the six (6) LS; all scheduled separately with the COJV Operator. The Engineer assumes the COJV Operator will escort the Engineer's staff to these facilities and provide access to the equipment. It is recommended the COJV provide historical information on the age / current operating status of equipment prior to the scheduled visual inspections. Should more than one (1) site visit be necessary for the WP, WWTP, and LS's, additional compensation may be required. *EXCLUSIONS: Visual inspections of the water distribution, wastewater collection, and storm sewer systems are not included in the scope of work.*
  - a. The Engineer requests the COJV Operator to drain tanks and basins where practical ahead of the visual inspection while avoiding disruption to operations or significant issues. Additional site visits may be required to inspect multiple basins if they are drained over separate days. These additional visits may require additional compensation.
  - b. It is requested that the Operator clean out any drained basin or tank to allow for a thorough visual inspection free of dirt or debris that could prevent adequate visual inspection.
2. **INSPECTION REPORT:** Preparation of one (1) inspection report summarizing a condition assessment of the mechanical and electrical findings from the visual investigation, including descriptions of the visual condition of the WP, WWTP, and LS including photographs. The report will generally provide a photograph of an area or equipment that requires rehabilitation or replacement with a written finding and



recommendation for the appropriate corrective action. It is requested the Operator be on site to operate equipment on site as requested. A signed and sealed inspection report will serve as final deliverable. A signed and sealed cost estimate for all findings in the report will not be provided, as the anticipated costs will be summarized in the CIP deliverable. *EXCLUSIONS: Structural Engineering support is not included. Should COJV have any facilities that are structural concerns, a separate authorization will be provided for supplemental inspection services. Electrical Inspection does not include a confirmation of acceptable operation or performance, logic controls or programing of equipment.* The condition assessment and electrical inspection will not include confirmation of acceptable operation or performance.

3. **CAPITAL IMPROVEMENT PLAN (Existing Facilities):** Preparation of one (1) CIP which covers a 10-Year period from Notice to Proceed date for financial planning purposes. The final version of the CIP will be signed and sealed by a licensed professional engineer but also provided digitally in excel format for future use by COJV. The CIP will list out all process areas and main pieces of equipment that require major rehabilitation or replacement costs. Each process area and equipment item will have a single cost listed with a corresponding calendar year in the future portraying when it is anticipated to be required. The Engineer will review historical records provided by the COJV and predict rehabilitation or replacements costs for the water distribution and wastewater collection systems. A final draft of the CIP will be provided to the COJV for review and a meeting will be scheduled to discuss. Based on direction received from the COJV, the Engineer may adjust the projected timeframe of the recommended project improvements one (1) time following the meeting. A signed and sealed CIP will serve as the final deliverable. Any effort required to update the CIP following the final deliverable will be considered out of scope but can be completed by separate authorization. *EXCLUSIONS: Storm sewer system improvements are excluded from the CIP.*
4. **CAPITAL IMPROVEMENT PLAN (New Development):** Preparation of one (1) CIP which covers a comprehensive 5-Year and forecasted 10-Year period from Notice to Proceed date for financial planning purposes and the Impact Fee Study. The final version of the CIP will be signed and sealed by a licensed professional engineer but also provided digitally in excel format for future use by COJV. The CIP will describe major water and wastewater facility improvements necessary to support the projected future development, outlined in the updated land use plan from input provided by the City Advisory Committee. The CIP for new development will include a list of process areas and main pieces of equipment that are recommended. Each process area and equipment item will have a single cost listed with a corresponding calendar year in the future portraying when it is anticipated to be required. The Engineer will review historical records, water and wastewater demands provided by the COJV. The Engineer will evaluate the capacity of the existing wastewater plant and lift stations based on available data. A water capacity analysis will be performed on the water system following guidelines outlined in Title 30 of the Texas Administrative Code (TAC), Chapter 290 for Public Water Systems. A final draft of the CIP will be provided to the City for review and a meeting will be scheduled to discuss. Based on directive received from the City, the Engineer may adjust the projected timeframe of the recommended facility improvements one (1) time following the meeting. The project improvements will be included in the CIP final deliverable described in Item 3. Any effort required to update the CIP following the final deliverable will be considered out of scope but can be completed by separate authorization. *EXCLUSIONS: Storm sewer system improvements are excluded from the CIP.*
5. **IMPACT FEE STUDY:** Preparation of one (1) Impact Fee Study based on the updated CIP for new development and land use plan from input provided by the City Advisory Committee. The Engineer will

update the Land Use Plan Exhibit a maximum of two (2) times based on feedback provided by the Advisory Committee. The Impact Fee Study will include brief descriptions of recommended capital improvements or facility expansions with probable construction costs necessitated by and attributable to new. The Engineer will develop a definitive table establishing the specific level or quantity of use, consumption, generation, or discharge of a service unit for each category of capital improvements or facility expansions, and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including but not limited to single family residential, multifamily, commercial, and industrial projected development. The total number of projected service units will be converted to projected water and wastewater demands to determine the necessary facility improvements to support the new development. The projected demands for capital improvements or facility expansions will be evaluated over a 5-Year and 10-Year period from Notice to Proceed date. The Engineer assumes the City will continue the plan for awarding the alternative, a credit equal to 50 percent (50%) of the total project cost of implementing the capital improvements plan, in accordance with Section 395.014.7.B. The summary of the Engineer's findings and recommendations will be included in a written report signed and sealed by a licensed professional engineer. A final draft of the Impact Fee Study, including Land Use Plan Exhibit will be provided to the City for review and a meeting will be scheduled to discuss. Based on directive received from the City, the Engineer may adjust the projected timeframe of the recommended project improvements and Impact Fee Study one (1) time following the meeting. A signed and sealed Impact Fee Study will serve as the final deliverable. Any effort required to update the Impact Fee Study or Land Use Plan Exhibit following the final deliverable will be considered out of scope but can be completed by separate authorization.

6. **PROJECT MANAGEMENT & MEETINGS:** The Engineer assumes four (4) in-person meetings will be required throughout the project duration. One (1) meeting is anticipated to present the final draft of the inspection report and CIP reports simultaneously to City Staff. One (1) meeting is anticipated to present the final draft of the Impact Fee Study to City Staff and the Advisory Committee. One (1) meeting is anticipated to support City Staff with presenting the updated CIP and Impact Fee Study to City Council. One (1) meeting is anticipated to support City Staff with presenting the Land Use Plan and Impact Fee Study for public hearing and comments. Project Management includes maintenance of a project schedule, invoicing, and monthly status updates during the estimated project duration outlined in the project schedule. Should the City request additional meetings, the Engineer may require additional compensation for time and effort needed to facilitate the meeting.

#### Reimbursable Expenses

Reimbursable expenses under this contract will include items such as subconsultant fees, reproduction costs, delivery charges, etc.; and will be charged based on actual usage in accordance with the attached Standard Rates.

#### **Deliverables**

1. Inspection Report (Signed and Sealed, Electronic Format)
2. 10-Year Capital Improvement Plan for Existing Facilities and New Development (Signed and Sealed, Electronic Format and Spreadsheet)
3. Impact Fee Study, including Land Use Assumption Exhibit (Signed and Sealed, Electronic Format)



### Exclusions

- This proposal excludes visual inspections at any facilities not included in the proposal, including the water distribution, wastewater collection, and storm sewer system owned and operation by the City.
- Quiddity personnel will not be climbing the EST. Quiddity will contract with a third-party inspection company to inspect the interior of the EST. The City shall ensure all safety features and access equipment are in good working order prior to the visual inspection. Quiddity may also use aerial drone technology to inspect the exterior of the EST.
- Storm sewer conveyance systems will not be included in this condition assessment or CIP.
- Structural and Electrical Engineering Services are not included. Electrical Inspections services are limited and do not include confirmation of acceptable operation or performance, logic controls or programing of equipment.
- The Engineer assumes the visual inspections will be scheduled separately based on availability of City Staff and weather conditions. Should the visual inspection take more than one (1) day to perform at each facility type, totaling three (3) days, additional services may be required. The proposal assumes the Inspection Report and CIP will be developed and presented as final draft to the City for review.
- One (1) iteration of CIP adjustment is assumed in the proposal to adjust project timeliness based on feedback from CJOV. Should the COJV desire to modify the CIP more than one (1) time, additional compensation may be required. Following the submission of the final CIP to COJV, any future modifications to the reports and CIP will require additional compensation.
- Any effort required to update the Impact Fee Study or Land Use Plan Exhibit following the final deliverable will be considered out of scope but can be completed by separate authorization.
- Updates to the Land Use Plan Exhibit exceeding two (2) times based on feedback provided by the Advisory Committee.
- Attendance at additional meetings outside of those previously identified within the scope of work of Basic Services.



**Compensation**

Compensation for Services described will be performed as indicated below:

| <u>Scope of Services</u>                                   | <u>Compensation Type</u> | <u>Amount*</u>   |
|--|--------------------------|------------------|
| 1. Visual Inspection                                       | (Lump Sum)               | \$20,000         |
| 2. Inspection Report                                       | (Lump Sum)               | \$32,000         |
| 3. Capital Improvement Plan (Existing Facilities)          | (Lump Sum)               | \$20,000         |
| 4. Capital Improvement Plan (New Development)              | (Lump Sum)               | \$10,000         |
| 5. Impact Fee Study, including Land Use Assumption Exhibit | (Lump Sum)               | \$50,000         |
| 6. Project Management and Client Meetings                  | (Lump Sum)               | \$14,500         |
| 7. Reimbursable Expenses (Includes Subconsultant Fees)     | (Cost + 10%)             | \$ 2,500         |
| <b>Total Estimated Compensation</b>                        |                          | <b>\$149,000</b> |

\*The compensation amount shown is estimated based on the assumed level of effort based on the scope of services. The contract type is lump sum and cost plus 10% per schedule of reimbursable expenses. If additional items are requested by the City, not defined in the proposed scope of services, the Engineer will request additional work authorization to City.

**Project Schedule**

The Engineer will complete the scope of services defined herein according to the following schedule. Note that dates shown are contingent upon receipt of written notice-to-proceed by the City.

| <b>Total Project Duration</b>               | <b>240 calendar days<sup>(1)</sup></b> |
|---|--|
| Step 1 – Site Visit/Visual Inspection       | 60 calendar days <sup>(2)</sup>        |
| Step 2 – Inspection Report                  | 60 calendar days                       |
| Step 3 – CIP & Impact Fee Study             | 90 calendar days                       |
| Step 4 – Meeting with COJV/Finalize Reports | 30 calendar days <sup>(3)</sup>        |

**Notes:**

- <sup>(1)</sup> *If approved, the effective start date is seven (7) calendar days from the date authorization is received.*
- <sup>(2)</sup> *Site Visit dependent on weather conditions and schedule availability from COJV Operator for the visual inspections.*
- <sup>(3)</sup> *Meeting with COJV dependent on availability and subject to change.*



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**Special Considerations**

This proposal is based on the following special considerations:

1. This proposal shall be subject to the General Conditions of the Agreement provided in the proposal.
2. The services described herein for a CIP update do not constitute a Water or Wastewater Master Plan. Should a Water or Wastewater Master Plan be undergone by the City, additional CIP projects are likely to be identified and the CIP and Impact Fee Study would need to be amended upon its completion.
3. Design services, construction phase services, construction management, field project representation, surveying services, drainage analysis or design, platting services, special permitting, costs associated with bringing power to the site, land and easement acquisition, and preparation of easement descriptions are not included in this proposal. Should any be required, we can perform these services for an additional fee.
4. Reimbursable expenses including outside services not performed by the Engineer shall be provided in accordance with the enclosed Schedule of Reimbursable Expenses. This schedule is subject to revision each year. These services typically include reproduction, mailings, and deliveries.
5. Services requested by the Client that are outside the scope of this proposal will be performed for additional compensation under a separate work authorization.

**AUTHORIZATION**

We thank you for the opportunity to submit this proposal and look forward to working with you on this project. The proposed compensation amounts shall be considered in their entirety for the scope of services. Should the Client wish to contract with the Engineer for only a portion of the work, the Engineer reserves the right to negotiate individual scope items on their own merits. This proposal shall be valid for sixty (60) calendar days from this date and may be extended upon written approval by the Engineer.

Sincerely,

Michael P. Gurka, PE  
Division Manager

Grady Turner, PE  
Senior Project Manager

MPG/kgt

V:\PracticeWorkspace\Water\Permitting\BusinessDevelopment - Proposals\Regulatory Compliance Support\CIP\CoJVQuiddity Proposal for CIP - 20230525.docx

Enclosures

CITY COUNCIL SPECIAL SESSION MEETING PACKET FOR THE JUNE 12, 2023 MEETING



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**APPROVED BY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

**CITY COUNCIL SPECIAL SESSION MEETING PACKET FOR THE JUNE 12, 2023 MEETING**

**GENERAL CONDITIONS OF AGREEMENT**  
**QUIDDITY ENGINEERING, LLC**

**PROCEEDING WITH SERVICES**

These General Conditions of Agreement are a part of the Agreement for Professional Services (Agreement) between CLIENT and Quiddity Engineering, LLC (ENGINEER). CLIENT agrees that these General Conditions of Agreement shall be binding upon CLIENT when CLIENT requests that ENGINEER proceed with ENGINEER's services described in the proposed Agreement that they accompany. Signing of the Agreement or requesting that ENGINEER proceed with services shall be CLIENT's authorization for ENGINEER to proceed unless stated otherwise in the Agreement.

**STANDARD OF CARE**

ENGINEER's services performed under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same discipline, locality, conditions and circumstances as ENGINEER. ENGINEER makes no representations or warranties, express or implied, with respect to this Agreement, its performance or in any report, opinion or Document, as defined below, prepared by ENGINEER.

**PAYMENT**

The CLIENT, recognizing that timely payment is a material part of the consideration of this Agreement, shall pay ENGINEER for services performed and reimbursable expenses incurred in accordance with ENGINEER's then-current rate schedule and direct expense reimbursement policy. Invoices shall be submitted by ENGINEER on a monthly basis, and the full amount shall be due and payable to ENGINEER upon receipt. If the CLIENT disputes any portion of an invoice, the CLIENT shall notify ENGINEER in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute. The CLIENT shall pay any excise, VAT, gross receipts, or sales tax imposed upon ENGINEER's services.

The CLIENT shall pay ENGINEER the lesser of the highest non-usurious interest rate or 0.75% per month on the due but unpaid balance owed ENGINEER beginning thirty (30) days from receipt of the respective invoices. Payment thereafter shall be first applied to accrued interest and then to principal.

**CLIENT INFORMATION**

ENGINEER shall be entitled to rely upon the completeness and accuracy of information supplied by or through CLIENT.

**OWNERSHIP OF DOCUMENTS**

A complete electronic copy of all signed, sealed or otherwise designated as final, documents, including drawings, opinions of probable construction cost, specifications, field notes, reports and data prepared by ENGINEER under this Agreement or for the specific project to which they relate (Documents) shall become the property of CLIENT upon CLIENT's full payment to ENGINEER for all sums owed. For so long as CLIENT has not materially breached this Agreement, ENGINEER grants to CLIENT a non-exclusive, limited license to use the Documents for the permitting, construction, maintenance, replacement and use of such project but for no other purpose. Any other use of the Documents is prohibited. CLIENT shall indemnify, hold harmless and defend, and

waives all claims against, ENGINEER from all Loss, as defined below, arising from any unauthorized use of the Documents in which CLIENT engages or permits.

**COST ESTIMATES**

Cost estimates prepared by ENGINEER represent its judgment as a design professional familiar with the construction industry. The CLIENT recognizes, however, that ENGINEER has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining prices; or over competitive bidding or market conditions. Accordingly, ENGINEER cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget or any cost estimates prepared by ENGINEER.

**CONSTRUCTION PHASE SERVICES**

When providing any services during the construction phase, ENGINEER shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Contractor's Work, nor shall it be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Documents.

**INSURANCE**

ENGINEER agrees to maintain: Workers' Compensation Insurance to cover all of its personnel engaged in performing services for the CLIENT under this Agreement; Commercial General Liability and Automobile insurance; and Professional Liability Insurance. Certificates of insurance are available upon request.

**CONSEQUENTIAL DAMAGES**

***TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ALL CLAIMS AGAINST EACH OTHER FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OF THE PROJECT AND LOSS OF PROFIT, INCURRED BY EITHER PARTY ALLEGEDLY DUE TO THE FAULT OF THE OTHER REGARDLESS OF THE NATURE OF THE FAULT.***

**LIMITATION OF LIABILITY**

**THE CLIENT AND ENGINEER, HAVING BALANCED THEIR RESPECTIVE RISKS AND REWARDS TO BE REALIZED UNDER THIS AGREEMENT, AGREE THAT THE TOTAL LIABILITY OF ENGINEER TO CLIENT FOR ANY LOSS, AS DEFINED BELOW, WHETHER ARISING UNDER THIS AGREEMENT, ANY SERVICES PROVIDED OR THE PROJECT SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL PROFESSIONAL FEE PAID TO ENGINEER. THE CLIENT WAIVES ANY AND ALL LOSS AND CLAIMS FOR LOSS AGAINST ENGINEER IN EXCESS OF SUCH LIMITATION. CLIENT FURTHER WAIVES ALL CLAIMS FOR LOSS AGAINST THE INDIVIDUAL OWNERS, SHAREHOLDERS, OR EMPLOYEES OF ENGINEER AND SHALL LOOK SOLELY TO ENGINEER FOR SATISFACTION OF ANY SUCH CLAIMS OF LOSS.**

***THE TERM "LOSS" MEANS ANY AND ALL ACTUAL AND ALLEGED LOSS, COSTS AND DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION, ACTUAL, SPECIAL AND CONSEQUENTIAL DAMAGES, VICARIOUS LIABILITY,***

**CITY COUNCIL SPECIAL SESSION MEETING PACKET FOR THE JUNE 12, 2023 MEETING**

## **GENERAL CONDITIONS OF AGREEMENT**

### **QUIDDITY ENGINEERING, LLC**

***PERSONAL INJURY, DEATH, PROPERTY DAMAGE INCLUDING LOSS OF USE THEREOF, AND ECONOMIC LOSS); AND ANY EXPENSE (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S AND EXPERTS' FEES AND COSTS OF LITIGATION AND DEFENSE) CLAIMED THROUGH ANY DIRECT CLAIMS, CROSS-CLAIMS, COUNTERCLAIMS OR CLAIMS FOR SUBROGATION, CONTRIBUTION OR INDEMNITY THAT ARISE, IN WHOLE OR IN PART, IN CONNECTION WITH THIS AGREEMENT, ITS PERFORMANCE OR INTERPRETATION OR WITH RESPECT TO THE PROJECT OR SERVICES THE AGREEMENT DESCRIBES.***

#### **INDEMNIFICATION**

***THE CLIENT AND ENGINEER INTEND THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL OF THE TERMS OF THIS AGREEMENT AND ANY OF ITS CONSTITUENT PARTS THAT REQUIRE CLIENT TO INDEMNIFY, DEFEND, HOLD HARMLESS OR RELEASE ENGINEER OR THAT WAIVE ANY CLAIMS OR DAMAGES AGAINST ANY ANOTHER PARTY SHALL BE ENFORCED REGARDLESS OF WHETHER ANY SUCH CLAIMS, CAUSES OF ACTION, LOSS OR DAMAGES ARE CAUSED, OR ARE ALLEGED TO BE CAUSED, BY ANY NEGLIGENCE, NEGLIGENT MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF ANY OTHER DUTY OR OBLIGATION OF THE PARTY INDEMNIFIED, DEFENDED, HELD HARMLESS OR RELEASED OR OF ANY PARTY AGAINST WHOM SUCH CLAIMS, CAUSES OF ACTION, LOSS OR DAMAGES ARE WAIVED. ANY SUCH INDEMNITY, DEFENSE, HOLD HARMLESS, RELEASE OBLIGATIONS OR WAIVER PROVISION SHALL SURVIVE TERMINATION OR EXPIRATION OF THE AGREEMENT.***

#### **TERMINATION**

Either party may terminate this AGREEMENT with or without cause at any time prior to completion of ENGINEER's services upon seven (7) days' written notice to the other party at the addresses of record. The CLIENT shall pay ENGINEER for all serves performed and reimbursable expenses incurred through the date of termination.

#### **ADDITIONAL TERMS**

Neither party may assign, sublet, or transfer this Agreement or their interest in this Agreement without the prior written consent of the other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the CLIENT or ENGINEER.

In the event any one or more provisions of this Agreement, or the application thereof to any person or circumstance, shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality or unenforceability shall be deemed stricken and shall not affect any other provision of this Agreement or the application of such provisions to other persons or circumstances, and the balance of this Agreement shall be enforced to the greatest extent permitted by law.

This Agreement shall be governed by the laws of the State of Texas. Exclusive venue for any dispute between the parties concerning the Agreement, its interpretation or performance, or the project shall be in a district court in Harris County, Texas.

**SCHEDULE OF REIMBURSABLE EXPENSES**

Effective January 2019

Subject to Annual Revision

1. Reproduction performed in office

| <u>Size</u>                            | <u>Black &amp; White</u> | <u>Color</u>  |
|--|--------------------------|---------------|
| 8½ x 11 (single-sided)                 | \$0.05/page              | \$ .50/page   |
| 8½ x 11 (double-sided)                 | \$0.15/page              | \$ 1.00/page  |
| 8½ x 14                                | \$0.15/page              | \$ .75/page   |
| 11 x 17                                | \$0.20/page              | \$ 1.00/page  |
| <br><u>Large Document Prints/Plots</u> |                          |               |
|  | <u>Black &amp; White</u> | <u>Color</u>  |
| Bond                                   | \$0.20/sq ft             | \$ 1.00/sq ft |
| Photographic Bond                      | \$4.00/sq ft             | \$ 5.00/sq ft |
| Mylar (4 mil)                          | \$2.00/sq ft             | N/A           |

Aerial Backgrounds

All sizes \$5.00/sheet (plus above sq. ft. cost)

2. Transportation (mileage): Standard IRS mileage rate in effect
3. Subcontracts and all other outside expenses and fees: Cost, plus 10% service charge
4. Surveying Expenses
  - a. Crew Rates: Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment
  - b. Special Rental Equipment: Cost, plus 10%
  - c. Stakes: Cost, plus 10% service charge when an excessive number of wooden stakes or any special stakes are required
  - d. Iron Rods and Pipes: Cost, plus 10%
  - e. All-Terrain Vehicle (ATV): \$150/day
  - f. Overnight Stays: \$190/night
  - g. Overtime Rates: Jobs requiring work on weekends or holidays billed at 1.5 times the standard rate
  - h. Sales Tax: To be paid on boundary-related services.
  - i. Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses charged at cost, plus 10%

Final 2022  
Standard

**E. RECESS THE SPECIAL SESSION**

Recess the Special Session to Convene into Executive Session pursuant to the Texas Open Meetings Act, Government Code Section 551.087 Deliberation Regarding Economic Development Negotiations, Section 551.072 Deliberations about Real Property, and Section 551.071 Consultations with Attorney.

**F. EXECUTIVE SESSION**

1. Pursuant to the Texas Open Meeting Act Section 551.087 Deliberation Regarding Economic Development Negotiations, Section 551.072 Deliberations about Real Property, and Section 551.071 Consultations with Attorney a closed meeting to deliberate information from a business prospect that the City seeks to locate in Jersey Village TIRZ Number 2 and economic development negotiations, including the possible purchase, exchange or value of real property, related thereto. *Bobby Warren, Mayor*

**G. ADJOURN EXECUTIVE SESSION & RECONVENE THE SPECIAL SESSION**

Adjourn the Executive Session, stating the date and time the Executive Session ended and Reconvene the Special Session.