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
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, March 21, 2022, 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. A quorum of the City Council will be physically present at the meeting; however, some members may participate in the meeting via videoconference call. 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, PLEDGE OF ALLEGIANCE

1. Prayer and Pledge by: Frank Maher

C. PRESENTATIONS

1. Swearing in of Devarjaye "DJ" Daniel as honorary Assistant Chief of the Jersey Village Police Department. *Kirk Riggs, Chief of Police*

2. Employee of the Month - Lieutenant Heath Hawley

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 – January 2022, General Fund Budget Projections as of February 2022, and Utility Fund Budget Projections – February 2022.
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

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

F. 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 February 21, 2022. *Lorri Coody, City Secretary*

2. Consider Ordinance No. 2022-08, receiving the Planning and Zoning Commission's Preliminary Report and calling a Joint Public Hearing of the City Council and the Planning and Zoning Commission concerning the proposal to amend the Jersey Village Code of Ordinances at Chapter 14, Article IV, Section 14-107 concerning Permitted and Specific Uses in District H (Industrial District). *Lorri Coody, City Secretary*

3. Consider Resolution No. 2022-12, suspending the May 2, 2022, effective date of the proposal by CenterPoint Energy Resources Corp., D/B/A CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Houston Division to implement interim GRIP rate adjustments for gas utility investment in 2021 and requiring delivery of this Resolution to the company and legal counsel. *Austin Bleess, City Manager*

4. Consider Ordinance No. 2022-09, amending Chapter 66, Article II, Section 66-72 of the Code of Ordinances of the City of Jersey Village, entitled "No Parking/Tow-Away Zone Designated", modifying the no parking times for streets during the school day; providing a penalty; providing for severability; providing for publication; and providing an effective date. *Austin Bleess, City Manager*

5. Consider Ordinance No. 2022-10, amending Chapter 66, Article II, Section 66-71 of the Code of Ordinances of the City of Jersey Village, entitled "no parking zones designated", modifying parking on Rio Grande Street from Wyndham Parkway to Koester Street; providing a penalty; providing for severability; providing for publication; and providing an effective date. *Robert Basford, Director of Parks and Recreation*

6. Consider Resolution No. 2022-13, authorizing the City Manager to work with Tradition Energy to seek energy proposals and execute contract documents to provide electricity for city facilities. *Austin Bleess, City Manager*

7. Consider Resolution No. 2022-14, authorizing the City Manager to enter into an agreement with FGM Architects for the design of a new Jersey Meadow Golf Course Club House. *Robert Basford, Director of Parks and Recreation*

G. REGULAR AGENDA

1. Consider Resolution No. 2022-15, reviewing and accepting the 2021 Annual Comprehensive Financial Report (CAFR) and the 2021 Single Audit Reports. *Isabel Kato, Finance Director*

2. Consider Ordinance No. 2022-11, amending the Comprehensive Zoning Ordinance of the city, by granting Jersey Village Lifestyle, Ltd., a Specific Use Permit (the "Specific Use Permit") to allow the operation of an Assisted Living and Memory Care Center on a tract of land located within the city limits at 9300 Savile Lane, Jersey Village, Texas, 77040, and in "Zoning District G"; providing requirements and conditions for the Specific Use Permit; containing findings and other provisions relating to this Ordinance; providing a

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

penalty in an amount not to exceed two thousand dollars ($2,000) for violations hereof; providing for severability; and providing an effective date. *Lorri Coody, City Secretary*

H. 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.

I. RECESS THE REGULAR SESSION

Recess the Regular Session to Convene into Executive Session pursuant to the Texas Open Meetings Act, Government Code Section 551.074 – Personnel Matters.

J. EXECUTIVE SESSION

1. Pursuant to the Texas Open Meetings Act Section 551.074 - Personnel Matters, conduct an Executive Session in order to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Manager and the City Secretary. *City Council*

K. ADJOURN EXECUTIVE SESSION

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

L. 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 March 16, 2022 at 4:00 p.m. and remained so posted until said meeting was convened.

_____
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.

"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 MARCH 21, 2022

B. INVOCATION, PLEDGE OF ALLEGIANCE

1. Prayer and Pledge by: Frank Maher

CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST

AGENDA DATE: March 21, 2022

AGENDA ITEM: C1

AGENDA SUBJECT: Swearing in of Devarjaye "DJ" Daniel as honorary Assistant Chief of the Jersey Village Police Department.

Department/Prepared By: Kirk Riggs, Chief of Police

Date Submitted: March 9, 2022

EXHIBITS: N/A

BUDGETARY IMPACT:	Required Expenditure:	$ 0
	Amount Budgeted:	$ 0
	Appropriation Required:	$ 0

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

Tonight's presentation is the swearing in of ten year-old Devarjaye "DJ" Daniel, who is battling terminal brain and spine cancer. His initial ambition was to be sworn in as an honorary police officer by 100 agencies; currently, he has been sworn in to over 300 departments. Tonight he will be sworn in as the first honorary Assistant Chief of the Jersey Village Police Department.

DJ's mission is two-fold: to increase awareness of childhood cancer, and to honor the legacy of Abigail Arias, a seven year-old girl who dreamed of one day working in law enforcement. Arias was sworn in as an honorary officer of the Freeport Police Department before she died of lung cancer in 2021.

RECOMMENDED ACTION:

No action is required.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST

AGENDA DATE: March 21, 2022

AGENDA ITEM: C2

AGENDA SUBJECT: Presentation of Employee of the Month Award for March 2022.

Department/Prepared By: Lorri Coody **Date Submitted:** March 9, 2022

EXHIBITS: Employee of the Month Program
March 2022 – Employee of the Month - Lieutenant Heath Hawley

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

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

The Employee of the Month Program was developed to encourage recognition of Jersey Village employees who show exemplary individual achievement, contribution, and performance in their jobs. These individuals consistently exhibit a positive and supportive attitude and make contributions beyond the usual expectations of their employment.

For more information about the program, please see the attached Employee of the Month Program document.

RECOMMENDED ACTION:

N/A

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Employee of the Month Program

The Employee of the Month Program was developed to encourage recognition of Jersey Village employees who show exemplary individual achievement, contribution, and performance in their jobs. These individuals consistently exhibit a positive and supportive attitude and make contributions beyond the usual expectations of their employment.

Criteria for Employee of the Month

The following criteria will be used in selecting an Employee of the Month (EOM):

1. The nominee must be a full-time employee having worked a minimum of one (1) year and is not currently on probationary status at the time of nomination. Department Heads, part-time staff, and volunteers are not eligible.
2. Employees can receive the EOM recognition more than once; however, there must be a break of a minimum of two (2) years between awards.
3. The nominee must be approved by his/her supervisor prior to being named as the recipient of the award.
4. Nominations not selected as the EOM can be reconsidered up to one year from the date first received.

A Jersey Village employee who demonstrates the following will be eligible for the EOM award:

1. Employee must demonstrate a willingness to take initiative beyond regular job assignments, resulting in inspiring and supporting the performance and achievement of others.
2. Employee must demonstrate a high quality of work and a commitment to carrying out job responsibilities, be an asset to the department, and serves as a role model for others.
3. Employee must demonstrate the ability to work as a team member, be consistently dependable and punctual in reporting for duty, completes assignments on time and have a distinguished attendance record.

Process

1. Forms and criteria on the EOM program will be available from the City Manager or Department Heads.
2. Submit completed forms to the Department Head. Forms must be signed by the nominator or sent from the nominators email address. Nominations are accepted at any time, but must be submitted by the 25th of the month to be eligible for the award in the upcoming month.
3. The City Manager will go through nominations and select a winner based on the above criteria.

Awards

The EOM Program will provide awards to such employees by means that is fair, with equal consideration of all eligible staff.

In addition to the awards the Mayor and the Department Head will present the award to the employee at a City Council Meeting and the employee will be recognized on the city website, social media, and via other mediums.

Employee of the Month Nomination Form

Name of Nominee: _____ Department: _____

Job Title: _____

Please provide specific, detailed examples to support your nomination. The information you provide will be used by the City Manager to determine the recipient of this award. These activities should have occurred within the last 60 days. Please attach additional pages if needed.

Describe how the employee demonstrates a willingness to take initiative beyond regular job assignments, resulting in inspiring and supporting the performance and achievement of others.

Explain how the employee demonstrates a high quality of work and a commitment to carrying out job responsibilities, is an asset to the department, and serves as a role model for others.

Other information pertinent to the nomination

Nominated by: _____ Date: _____

Department: _____
Please submit completed form to your Department Head.

March 2022

Employee Of The Month

Our March 2022 Employee of the Month is Lieutenant Heath Hawley. Lt. Hawley started with the City in November 2019 as a Police Officer, before being promoted to Sergeant and then Lieutenant in December 2020.

Lt. Heath Hawley volunteered to be the Project Manager overseeing the implementation of our new Tyler Technology Public Safety Software upgrade.

This project started over a year ago and has required him to involve multiple user groups to include: Fire, Communications, Records, Evidence, IT and Police staff in preparation for our April 24th "Go Live" date. He has done an exceptional job planning, organizing and coordinating with these departments to minimize unforeseen issues during the implementation phase. This has been a tedious job requiring hundreds of hours of research, conference/zoom calls with Tyler staff, training on all the modules, i.e. CAD, RMS, Mobile, etc., and data entry, just to name a few of his responsibilities as project manager. This essential upgrade will provide our First Responders and Communication staff with a state-of-the-art software that will allow us to provide an even higher level of quality customer service to our community.

In January, he was assigned to the Criminal Investigation Division as Commander, who oversees our detectives, records clerk, warrant officer and property and evidence technician.

His most recent illustration as an outstanding supervisor was when he was the first to arrive on the scene of our Officer Involved Shooting (OIS) on January 5, 2022. He quickly secured the crime scene, contacted the Texas Rangers, and managed the scene with confidence.

On Sunday, February 13th our patrol officers responded to a homicide that occurred at one of our apartment complexes. He took on the responsibility of lead investigator in this multifaceted investigation, while already assisting the Texas Rangers with a major fraud case. These are just a few examples over the past year of how he has demonstrated a willingness to take initiative which is key in inspiring and supporting the performance and achievement of others.

Lt. Hawley is a man of integrity, strong work ethic, and who is always willing to listen to his staff's concerns. He is a supervisor, deserving of the acknowledgement of employee of the month. He has taken on all of these extra assignments while supervising the patrol division which is the largest division in the police department. He is a leader who demonstrates on a daily basis the ability to put theory into practical application in the most difficult of situations as I have stated.

Congratulations Lt. Hawley! Thank you for everything you do for Jersey Village!

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.

Fund Balance Report

Jersey Village, TX

As Of 02/28/2022

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
01 - GENERAL FUND	3,799,741.89	9,475,279.51	4,887,612.92	8,387,408.48
02 - UTILITY FUND	11,402,799.59	1,798,832.56	1,075,848.98	12,125,783.17
03 - DEBT SERVICE FUND	344,427.68	1,367,349.04	0.00	1,711,776.72
04 - IMPACT FEE FUND	491,624.28	15,670.74	0.00	507,295.02
05 - MOTEL TAX FUND	106,036.99	85,322.17	2,160.00	189,199.16
06 - ASSET FORFEITURE FUND	15,041.37	20,127.25	7,668.10	27,500.52
07 - CAPITAL REPLACEMENT	8,976,785.52	52,407.26	1,412,508.88	7,616,683.90
10 - CAPITAL IMPROVEMENTS FUND	8,164,877.38	1,500,723.37	1,184,004.21	8,481,596.54
11 - GOLF COURSE FUND	-4,659,318.75	720,276.07	693,902.22	-4,632,944.90
12 - COURT RESTRICTED FEE FUND	29,172.60	0.00	9,009.47	20,163.13
13 - CDBG - GRANT	-1,445,435.93	1,480,893.28	2,076,474.43	-2,041,017.08
14 - TIRZ - 2	-42,000.00	0.00	0.00	-42,000.00
15 - TIRZ -3	0.00	0.00	686,668.65	-686,668.65
49 - JV FIRE CONTROL PREV & EMERGENCY MEDICAL SERV	0.00	578,680.04	5,000.00	573,680.04
50 - JV CRIME CONTROL	4,547,922.53	1,153,107.86	4,103.71	5,696,926.68
Report Total:	**31,731,675.15**	**18,248,669.15**	**12,044,961.57**	**37,935,382.73**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Jersey Village, TX

Income Statement

Account Summary

For Fiscal: 2021-2022 Period Ending: 02/28/2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 02 - UTILITY FUND						
Department: 40 - REVENUES						
Category: 85 - FEE & CHARGES FOR SERVICE						
02-40-8541	WATER SERVICE	3,180,000.00	3,180,000.00	210,096.13	1,079,077.67	2,100,922.33
02-40-8542	SEWER SERVICE	1,590,000.00	1,590,000.00	144,161.00	699,401.28	890,598.72
	Category: 85 - FEE & CHARGES FOR SERVICE Total:	**4,770,000.00**	**4,770,000.00**	**354,257.13**	**1,778,478.95**	**2,991,521.05**
Category: 96 - INTEREST EARNED						
02-40-9601	INTEREST EARNED	2,000.00	2,000.00	216.17	646.64	1,353.36
	Category: 96 - INTEREST EARNED Total:	**2,000.00**	**2,000.00**	**216.17**	**646.64**	**1,353.36**
Category: 98 - MISCELLANEOUS REVENUE						
02-40-9840	PENALTIES & ADJUSTMENTS	30,000.00	30,000.00	2,597.81	12,946.19	17,053.81
02-40-9899	MISCELLANEOUS	30,000.00	30,000.00	1,153.58	6,760.78	23,239.22
	Category: 98 - MISCELLANEOUS REVENUE Total:	**60,000.00**	**60,000.00**	**3,751.39**	**19,706.97**	**40,293.03**
	Department: 40 - REVENUES Total:	**4,832,000.00**	**4,832,000.00**	**358,224.69**	**1,798,832.56**	**3,033,167.44**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 45 - WATER & SEWER						
Category: 30 - SALARIES, WAGES, & BENEFITS						
02-45-3001	SALARIES	236,611.13	236,611.13	19,028.47	90,273.54	146,337.59
02-45-3003	LONGEVITY	431.86	431.86	46.16	197.82	234.04
02-45-3007	OVERTIME	30,000.00	30,000.00	3,592.33	12,360.02	17,639.98
02-45-3010	INCENTIVES	2,719.94	2,719.94	55.38	268.99	2,450.95
02-45-3051	FICA/MEDICARE TAXES	19,427.15	19,427.15	1,656.97	7,492.35	11,934.80
02-45-3052	WORKMEN'S CONPENSATION	5,183.00	5,183.00	2,146.01	9,222.65	-4,039.65
02-45-3053	EMPLOYMENT TAXES	864.00	864.00	515.12	1,117.08	-253.08
02-45-3054	RETIREMENT	37,754.57	37,754.57	3,203.85	14,432.67	23,321.90
02-45-3055	HEALTH INSURANCE	69,099.42	69,099.42	5,255.88	25,464.92	43,634.50
02-45-3056	LIFE INS	352.30	352.30	6,456.15	13,778.34	-13,426.04
02-45-3057	DENTAL	4,024.02	4,024.02	337.20	1,637.83	2,386.19
02-45-3058	LONG-TERM DISABILITY	993.76	993.76	93.24	392.47	601.29
02-45-3060	VISION INSURANCE	615.42	615.42	47.34	229.93	385.49
	Category: 30 - SALARIES, WAGES, & BENEFITS Total:	**408,076.57**	**408,076.57**	**42,434.10**	**176,868.61**	**231,207.96**
Category: 35 - SUPPLIES						
02-45-3502	POSTAGE/FREIGHT/DEL. FEE	11,000.00	11,000.00	902.01	8,236.55	2,763.45
02-45-3503	OFFICE SUPPLIES	2,000.00	2,000.00	175.00	1,164.73	835.27
02-45-3504	WEARING APPAREL	5,000.00	5,000.00	306.24	1,731.74	3,268.26
02-45-3506	CHEMICALS	39,110.00	39,110.00	1,637.20	5,844.32	33,265.68
02-45-3510	BOOKS & PERIODICALS	600.00	600.00	0.00	0.00	600.00
02-45-3523	TOOLS/EQUIPMENT	14,000.00	14,000.00	851.76	12,816.00	1,184.00
02-45-3534	PARTS AND MATERIALS	8,500.00	8,500.00	0.00	338.63	8,161.37
02-45-3535	SHOP SUPPLIES	2,000.00	2,000.00	0.00	383.32	1,616.68
	Category: 35 - SUPPLIES Total:	**82,210.00**	**82,210.00**	**3,872.21**	**30,515.29**	**51,694.71**
Category: 40 - MAINTENANCE--BLDGS, STRUC						
02-45-4001	BUILDINGS AND GROUNDS	5,000.00	5,000.00	5,421.76	11,590.32	-6,590.32
02-45-4041	WATER SYSTEM MAINTENANCE	50,000.00	50,000.00	65,048.00	94,436.61	-44,436.61
02-45-4042	SEWER SYSTEM MAINTENANCE	30,000.00	30,000.00	0.00	4,349.98	25,650.02
02-45-4043	WATER PLANTS MAINTENANCE	40,000.00	40,000.00	11,391.43	33,007.22	6,992.78
02-45-4044	LIFT STATIONS MAINTENANCE	36,000.00	36,000.00	0.00	5,521.50	30,478.50
02-45-4045	SEWER PLANT MAINTENANCE	45,000.00	45,000.00	20,654.93	32,415.75	12,584.25
	Category: 40 - MAINTENANCE--BLDGS, STRUC Total:	**206,000.00**	**206,000.00**	**102,516.12**	**181,321.38**	**24,678.62**
Category: 45 - MAINTENANCE						
02-45-4504	COMPUTER SOFTWARE	7,400.00	7,400.00	142.00	5,085.04	2,314.96
	Category: 45 - MAINTENANCE Total:	**7,400.00**	**7,400.00**	**142.00**	**5,085.04**	**2,314.96**
Category: 50 - SERVICES						
02-45-5012	PRINTING	1,800.00	1,800.00	0.00	0.00	1,800.00
02-45-5015	LAB TESTS	25,000.00	25,000.00	1,400.00	10,673.71	14,326.29
02-45-5017	UTILITIES	140,000.00	140,000.00	0.00	55,641.47	84,358.53
02-45-5019	W.O.B. DISPOSAL-O&M CONTR	350,000.00	350,000.00	960.15	119,831.22	230,168.78
02-45-5020	COMMUNICATIONS	7,000.00	7,000.00	200.71	1,799.38	5,200.62
02-45-5022	RENTAL OF EQUIPMENT	1,460.00	1,460.00	0.00	0.00	1,460.00
02-45-5025	PUBLIC NOTICES	800.00	800.00	0.00	0.00	800.00
02-45-5027	MEMBERSHIPS	1,000.00	1,000.00	0.00	40.00	960.00
02-45-5029	TRAVEL/TRAINING	13,000.00	13,000.00	0.00	2,470.03	10,529.97
	Category: 50 - SERVICES Total:	**540,060.00**	**540,060.00**	**2,560.86**	**190,455.81**	**349,604.19**
Category: 54 - SUNDRY						
02-45-5405	PERMITS, FEES, CREDIT CD FEES	30,000.00	30,000.00	2,864.11	29,814.20	185.80
02-45-5411	WATER-PURCHASED	1,678,900.00	1,678,900.00	177,794.70	411,546.00	1,267,354.00
02-45-5412	WATER AUTHORITY FEES	100,000.00	100,000.00	0.00	0.00	100,000.00
	Category: 54 - SUNDRY Total:	**1,808,900.00**	**1,808,900.00**	**180,658.81**	**441,360.20**	**1,367,539.80**
Category: 55 - PROFESSIONAL SERVICES						
02-45-5501	AUDITS/CONTRACTS/STUDIES	10,000.00	10,000.00	0.00	0.00	10,000.00
02-45-5510	ENGINEERING SERVICES	150,000.00	150,000.00	3,500.00	19,364.00	130,636.00

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
02-45-5515	CONSULTANT SERVICES	50,000.00	50,000.00	0.00	5,559.14	44,440.86
	Category: 55 - PROFESSIONAL SERVICES Total:	**210,000.00**	**210,000.00**	**3,500.00**	**24,923.14**	**185,076.86**
Category: 60 - OTHER SERVICES						
02-45-6001	INSURANCE-VEHICLES	11,500.00	11,500.00	0.00	16,728.40	-5,228.40
02-45-6003	LIABILITY-FIRE & CASUALTY	10,000.00	10,000.00	0.00	8,591.11	1,408.89
	Category: 60 - OTHER SERVICES Total:	**21,500.00**	**21,500.00**	**0.00**	**25,319.51**	**-3,819.51**
Category: 97 - INTERFUND ACTIVITY						
02-45-9751	TRANSFER TO GENERAL FUND	608,000.00	608,000.00	0.00	0.00	608,000.00
02-45-9753	TRANSFER TO DEBT SERVICE FUND	87,815.00	87,815.00	0.00	0.00	87,815.00
02-45-9772	TECHNOLOGY USER FEE	875.00	875.00	0.00	0.00	875.00
02-45-9791	EQUIPMENT USER FEE	37,000.00	37,000.00	0.00	0.00	37,000.00
	Category: 97 - INTERFUND ACTIVITY Total:	**733,690.00**	**733,690.00**	**0.00**	**0.00**	**733,690.00**
	Department: 45 - WATER & SEWER Total:	**4,017,836.57**	**4,017,836.57**	**335,684.10**	**1,075,848.98**	**2,941,987.59**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 46 - UTILITY CAPITAL PROJECT						
Category: 70 - CAPITAL IMPROVEMENTS						
02-46-7060	WEST WATER PLANT - POWER PANEL RETROF...	140,000.00	140,000.00	0.00	0.00	140,000.00
02-46-7064	CASTLEBRIDGE WWTP	30,000.00	30,000.00	0.00	0.00	30,000.00
02-46-7087	SEWER REHABILITATION	250,000.00	250,000.00	0.00	0.00	250,000.00
02-46-7091	WHITEOAK BAYOU REHABILITATION	490,000.00	490,000.00	0.00	0.00	490,000.00
02-46-7111	SEATTLE - WELL REPAIR	50,000.00	50,000.00	0.00	0.00	50,000.00
02-46-7126	REHAB - REPAIR STORM WAT LINES	50,000.00	50,000.00	0.00	0.00	50,000.00
02-46-7128	VILLAGE WATER PLANT GENERATOR	0.00	0.00	0.00	0.00	0.00
02-46-7130	LIFT STATION REHABILITATION REPAIR	500,000.00	500,000.00	0.00	0.00	500,000.00
02-46-7131	REPAIRS FOR LIFT STATION ROAD	100,000.00	100,000.00	0.00	0.00	100,000.00
02-46-7132	CASTLEBRIDGE DIFUSERS	100,000.00	100,000.00	0.00	0.00	100,000.00
02-46-7133	RISK AND RESIENCY STUDY UPGRADE REQ	50,000.00	50,000.00	0.00	0.00	50,000.00
02-46-7134	SEATTLE WATER PLANT GENERATOR	500,000.00	500,000.00	0.00	0.00	500,000.00
02-46-7135	WATER VALVE, EXERCISE, REPAIR	300,000.00	300,000.00	0.00	0.00	300,000.00
	Category: 70 - CAPITAL IMPROVEMENTS Total:	**2,560,000.00**	**2,560,000.00**	**0.00**	**0.00**	**2,560,000.00**
	Department: 46 - UTILITY CAPITAL PROJECT Total:	**2,560,000.00**	**2,560,000.00**	**0.00**	**0.00**	**2,560,000.00**
	Fund: 02 - UTILITY FUND Surplus (Deficit):	**-1,745,836.57**	**-1,745,836.57**	**22,540.59**	**722,983.58**	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 04 - IMPACT FEE FUND						
Department: 43 - 43						
Category: 85 - FEE & CHARGES FOR SERVICE						
04-43-8547	WATER DISTRIBUTION	50,000.00	50,000.00	15,476.00	15,496.00	34,504.00
04-43-8548	SEWER PLANT CAPACITY	25,000.00	25,000.00	0.00	0.00	25,000.00
	Category: 85 - FEE & CHARGES FOR SERVICE Total:	**75,000.00**	**75,000.00**	**15,476.00**	**15,496.00**	**59,504.00**
Category: 96 - INTEREST EARNED						
04-43-9601	INTEREST EARNED	1,000.00	1,000.00	48.78	174.74	825.26
	Category: 96 - INTEREST EARNED Total:	**1,000.00**	**1,000.00**	**48.78**	**174.74**	**825.26**
	Department: 43 - 43 Total:	**76,000.00**	**76,000.00**	**15,524.78**	**15,670.74**	**60,329.26**
	Fund: 04 - IMPACT FEE FUND Total:	**76,000.00**	**76,000.00**	**15,524.78**	**15,670.74**	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 11 - GOLF COURSE FUND						
Department: 80 - 80						
Category: 85 - FEE & CHARGES FOR SERVICE						
11-80-8551	GREEN FEES	1,450,000.00	1,450,000.00	81,441.53	448,528.87	1,001,471.13
11-80-8553	RANGE FEES/CLUB RENTALS	200,000.00	200,000.00	14,225.30	74,019.88	125,980.12
11-80-8554	CLUB RENTALS	5,800.00	5,800.00	575.00	2,915.00	2,885.00
11-80-8555	TOURNAMENT GREENS FEES	135,000.00	135,000.00	12,335.54	54,077.86	80,922.14
11-80-8560	MISCELLANEOUS FEES	20,000.00	20,000.00	2,122.50	9,287.50	10,712.50
11-80-8567	MERCHANDISE	160,000.00	160,000.00	11,246.02	81,435.33	78,564.67
11-80-8568	SPECIAL ORDER MERCHANDISE	40,000.00	40,000.00	835.95	12,523.82	27,476.18
11-80-8572	CONCESSION FEES	52,000.00	52,000.00	3,129.76	19,593.15	32,406.85
11-80-8575	MEMBERSHIPS	48,000.00	48,000.00	3,767.58	17,722.49	30,277.51
11-80-8579	CASH OVER/UNDER	0.00	0.00	72.53	160.77	-160.77
	Category: 85 - FEE & CHARGES FOR SERVICE Total:	**2,110,800.00**	**2,110,800.00**	**129,751.71**	**720,264.67**	**1,390,535.33**
Category: 96 - INTEREST EARNED						
11-80-9601	INTEREST EARNED	150.00	150.00	2.71	11.40	138.60
	Category: 96 - INTEREST EARNED Total:	**150.00**	**150.00**	**2.71**	**11.40**	**138.60**
Category: 97 - INTERFUND ACTIVITY						
11-80-9751	TRANSFER FROM GENERAL FUND	237,098.86	237,098.86	0.00	0.00	237,098.86
	Category: 97 - INTERFUND ACTIVITY Total:	**237,098.86**	**237,098.86**	**0.00**	**0.00**	**237,098.86**
	Department: 80 - 80 Total:	**2,348,048.86**	**2,348,048.86**	**129,754.42**	**720,276.07**	**1,627,772.79**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 81 - CLUB HOUSE						
Category: 30 - SALARIES, WAGES, & BENEFITS						
11-81-3001	SALARIES AND WAGES	272,873.68	272,873.68	21,012.33	100,938.98	171,934.70
11-81-3002	WAGES	130,000.00	130,000.00	7,174.50	40,225.93	89,774.07
11-81-3003	LONGEVITY	1,103.96	1,103.96	97.85	457.56	646.40
11-81-3007	OVERTIME	3,000.00	3,000.00	964.87	1,298.54	1,701.46
11-81-3051	FICA/MEDICARE TAXES	30,535.43	30,535.43	2,134.37	10,616.71	19,918.72
11-81-3052	WORKMAN'S COMP	5,913.00	5,913.00	1,554.47	6,823.36	-910.36
11-81-3053	UNEMPLOYMENT TAXES	912.00	912.00	1,516.68	4,079.39	-3,167.39
11-81-3054	RETIREMENT	39,053.86	39,053.86	2,939.86	14,121.59	24,932.27
11-81-3055	INSURANCE	44,506.02	44,506.02	3,953.38	18,141.68	26,364.34
11-81-3056	LIFE INS	352.30	352.30	5,314.36	10,739.87	-10,387.57
11-81-3057	DENTAL INSURANCE	2,846.74	2,846.74	282.70	1,294.53	1,552.21
11-81-3058	LONG-TERM DISABILITY	1,146.07	1,146.07	101.40	434.71	711.36
11-81-3060	VISION INSURANCE	512.20	512.20	37.60	185.07	327.13
	Category: 30 - SALARIES, WAGES, & BENEFITS Total:	**532,755.26**	**532,755.26**	**47,084.37**	**209,357.92**	**323,397.34**
Category: 34 - COST OF SALES						
11-81-3401	MERCHANDISE	120,000.00	120,000.00	25,528.03	48,901.03	71,098.97
11-81-3415	RANGE BALLS	12,500.00	12,500.00	2,953.25	2,953.25	9,546.75
11-81-3416	RENTAL CLUBS	2,000.00	2,000.00	0.00	0.00	2,000.00
11-81-3419	SPECIAL ORDER MERCHANDISE	25,000.00	25,000.00	1,106.06	7,432.10	17,567.90
	Category: 34 - COST OF SALES Total:	**159,500.00**	**159,500.00**	**29,587.34**	**59,286.38**	**100,213.62**
Category: 35 - SUPPLIES						
11-81-3502	POSTAGE/FREIGHT/DEL.FEE	600.00	600.00	0.00	37.04	562.96
11-81-3503	OFFICE SUPPLIES	6,000.00	6,000.00	416.23	3,952.20	2,047.80
11-81-3504	WEARING APPAREL	2,000.00	2,000.00	21.06	702.42	1,297.58
11-81-3510	BOOKS & PERIODICALS	500.00	500.00	0.00	0.00	500.00
11-81-3523	TOOLS/EQUIPMENT	1,000.00	1,000.00	0.00	702.61	297.39
11-81-3529	REPAIR PARTS	250.00	250.00	0.00	0.00	250.00
11-81-3605	MISCELLANEOUS SERVICE FEES	7,000.00	7,000.00	0.00	72.00	6,928.00
	Category: 35 - SUPPLIES Total:	**17,350.00**	**17,350.00**	**437.29**	**5,466.27**	**11,883.73**
Category: 45 - MAINTENANCE						
11-81-4501	FURN, FIXTURE/EPT MAINTENANCE	750.00	750.00	0.00	223.00	527.00
11-81-4504	COMPUTER SOFTWARE	750.00	750.00	0.00	0.00	750.00
11-81-4506	CART MAINTENANCE	2,500.00	2,500.00	1,408.76	3,326.72	-826.72
11-81-4520	EQUIPMENT MAINTENANCE/OUTSOURC	750.00	750.00	0.00	0.00	750.00
11-81-4599	MISCELLANEOUS EQUIPMENT	1,200.00	1,200.00	363.64	363.64	836.36
	Category: 45 - MAINTENANCE Total:	**5,950.00**	**5,950.00**	**1,772.40**	**3,913.36**	**2,036.64**
Category: 50 - SERVICES						
11-81-5012	PRINTING	3,500.00	3,500.00	0.00	0.00	3,500.00
11-81-5020	COMMUNICATIONS	6,500.00	6,500.00	0.00	1,688.99	4,811.01
11-81-5023	LEASE EQUIPMENT	1,000.00	1,000.00	0.00	500.00	500.00
11-81-5027	MEMBERSHIPS/SUBCRIPTIONS	1,000.00	1,000.00	0.00	175.00	825.00
11-81-5029	TRAVEL/TRAINING	2,000.00	2,000.00	0.00	545.00	1,455.00
11-81-5043	ADVERTISING/PROMOTION	25,000.00	25,000.00	2,379.26	8,022.66	16,977.34
	Category: 50 - SERVICES Total:	**39,000.00**	**39,000.00**	**2,379.26**	**10,931.65**	**28,068.35**
Category: 54 - SUNDRY						
11-81-5405	CREDIT CARD CHARGES	70,000.00	70,000.00	6,554.21	29,186.31	40,813.69
11-81-5410	SECURITY	2,600.00	2,600.00	0.00	455.22	2,144.78
11-81-5413	TOURNAMENT FEES EXPENSE	1,800.00	1,800.00	0.00	0.00	1,800.00
11-81-5421	EQUIPMENT LEASE DEBT	1,500.00	1,500.00	0.00	0.00	1,500.00
11-81-5498	MISCELLANEOUS EXPENSE	4,000.00	4,000.00	0.00	345.35	3,654.65
	Category: 54 - SUNDRY Total:	**79,900.00**	**79,900.00**	**6,554.21**	**29,986.88**	**49,913.12**
Category: 55 - PROFESSIONAL SERVICES						
11-81-5515	CONSULTANT FEES	3,500.00	3,500.00	0.00	0.00	3,500.00
	Category: 55 - PROFESSIONAL SERVICES Total:	**3,500.00**	**3,500.00**	**0.00**	**0.00**	**3,500.00**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Category: 60 - OTHER SERVICES						
11-81-6003	LIABILITY-FIRE & CASUALTY INSR	20,000.00	20,000.00	0.00	21,000.52	-1,000.52
	Category: 60 - OTHER SERVICES Total:	**20,000.00**	**20,000.00**	**0.00**	**21,000.52**	**-1,000.52**
Category: 97 - INTERFUND ACTIVITY						
11-81-9772	TECHNOLOGY USER FEE	5,000.00	5,000.00	0.00	0.00	5,000.00
11-81-9791	EQUIP USER FEE	143,950.00	143,950.00	0.00	0.00	143,950.00
	Category: 97 - INTERFUND ACTIVITY Total:	**148,950.00**	**148,950.00**	**0.00**	**0.00**	**148,950.00**
	Department: 81 - CLUB HOUSE Total:	**1,006,905.26**	**1,006,905.26**	**87,814.87**	**339,942.98**	**666,962.28**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 82 - COURSE MAINTENANCE						
Category: 30 - SALARIES, WAGES, & BENEFITS						
11-82-3001	SALARIES AND	378,737.02	378,737.02	22,151.26	105,912.63	272,824.39
11-82-3002	WAGES	0.00	0.00	640.00	640.00	-640.00
11-82-3003	LONGEVITY	2,975.70	2,975.70	192.02	911.53	2,064.17
11-82-3007	OVERTIME	5,000.00	5,000.00	151.76	3,468.32	1,531.68
11-82-3051	FICA/MEDICARE TAXES	27,163.99	27,163.99	1,631.80	7,866.77	19,297.22
11-82-3052	WORKMAN'S COMP	6,947.00	6,947.00	1,943.08	8,529.19	-1,582.19
11-82-3053	UNEMPLOYMENT TAXES	1,376.00	1,376.00	800.29	2,034.45	-658.45
11-82-3054	RETIREMENT	54,526.49	54,526.49	3,262.05	15,527.45	38,999.04
11-82-3055	INSURANCE	152,843.86	152,843.86	9,077.27	40,508.68	112,335.18
11-82-3056	LIFE INS	634.14	634.14	13,272.23	25,182.29	-24,548.15
11-82-3057	DENTAL	8,185.06	8,185.06	533.05	2,445.61	5,739.45
11-82-3058	LONG-TERM DISABILITY	1,280.26	1,280.26	111.68	461.78	818.48
11-82-3060	VISION INSURANCE	1,218.36	1,218.36	42.40	179.94	1,038.42
	Category: 30 - SALARIES, WAGES, & BENEFITS Total:	**640,887.88**	**640,887.88**	**53,808.89**	**213,668.64**	**427,219.24**
Category: 35 - SUPPLIES						
11-82-3503	OFFICE SUPPLIES	500.00	500.00	0.00	42.46	457.54
11-82-3504	WEARING APPAREL	2,700.00	2,700.00	128.20	775.61	1,924.39
11-82-3506	CHEMICALS	22,000.00	22,000.00	4,024.76	19,672.61	2,327.39
11-82-3514	FUEL & OIL	19,000.00	19,000.00	0.00	5,517.12	13,482.88
11-82-3520	FOOD/WATER	750.00	750.00	0.00	25.98	724.02
11-82-3523	TOOLS/EQUIPMENT	4,500.00	4,500.00	126.50	469.46	4,030.54
11-82-3526	MINOR EQUIPMENT	3,500.00	3,500.00	0.00	1,049.85	2,450.15
11-82-3527	AGGREGATES	6,000.00	6,000.00	0.00	481.90	5,518.10
11-82-3529	REPAIR PARTS	0.00	0.00	0.00	820.00	-820.00
11-82-3530	PESTICIDES	10,000.00	10,000.00	0.00	0.00	10,000.00
11-82-3533	FERTILIZERS	50,000.00	50,000.00	579.50	6,379.59	43,620.41
11-82-3535	GROUND/SHOP SUPPLIES	5,000.00	5,000.00	3,846.77	4,876.17	123.83
11-82-3536	LANDSCAPING MATERIALS	7,000.00	7,000.00	-1,468.88	3,024.48	3,975.52
11-82-3538	COURSE SUPPLIES	5,000.00	5,000.00	0.00	0.00	5,000.00
11-82-3539	GOLF COURSE ACCESSORIES	4,500.00	4,500.00	0.00	1,375.75	3,124.25
11-82-3542	FIRST AID	750.00	750.00	0.00	0.00	750.00
	Category: 35 - SUPPLIES Total:	**141,200.00**	**141,200.00**	**7,236.85**	**44,510.98**	**96,689.02**
Category: 40 - MAINTENANCE--BLDGS, STRUC						
11-82-4041	WATER WELL MAINTENANCE	2,500.00	2,500.00	0.00	932.00	1,568.00
11-82-4046	PARKING LOT MAINTENANCE	1,500.00	1,500.00	0.00	0.00	1,500.00
	Category: 40 - MAINTENANCE--BLDGS, STRUC Total:	**4,000.00**	**4,000.00**	**0.00**	**932.00**	**3,068.00**
Category: 45 - MAINTENANCE						
11-82-4505	IRRIGATION EQUIPMENT	8,000.00	8,000.00	0.00	2,661.80	5,338.20
11-82-4599	MISCELLANEOUS EQUIPMENT	2,000.00	2,000.00	0.00	0.00	2,000.00
	Category: 45 - MAINTENANCE Total:	**10,000.00**	**10,000.00**	**0.00**	**2,661.80**	**7,338.20**
Category: 50 - SERVICES						
11-82-5022	RENTAL EQUIPMENT	4,500.00	4,500.00	258.00	2,034.70	2,465.30
11-82-5027	MEMBERSHIPS/SUBSCRIPTIONS	1,000.00	1,000.00	0.00	240.00	760.00
11-82-5029	TRAVEL/TRAINING	2,500.00	2,500.00	0.00	453.21	2,046.79
	Category: 50 - SERVICES Total:	**8,000.00**	**8,000.00**	**258.00**	**2,727.91**	**5,272.09**
Category: 54 - SUNDRY						
11-82-5405	PERMITS & FEES	500.00	500.00	0.00	0.00	500.00
11-82-5412	WATER AUTHORITY FEES	90,000.00	90,000.00	0.00	0.00	90,000.00
	Category: 54 - SUNDRY Total:	**90,500.00**	**90,500.00**	**0.00**	**0.00**	**90,500.00**
Category: 55 - PROFESSIONAL SERVICES						
11-82-5508	SANITARY/TRASH SERVICES	2,000.00	2,000.00	0.00	662.76	1,337.24
11-82-5530	PROFESSIONAL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00
	Category: 55 - PROFESSIONAL SERVICES Total:	**3,000.00**	**3,000.00**	**0.00**	**662.76**	**2,337.24**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Category: 97 - INTERFUND ACTIVITY						
11-82-9772	TECHNOLOGY USER FEE	375.00	375.00	0.00	0.00	375.00
	Category: 97 - INTERFUND ACTIVITY Total:	**375.00**	**375.00**	**0.00**	**0.00**	**375.00**
	Department: 82 - COURSE MAINTENANCE Total:	**897,962.88**	**897,962.88**	**61,303.74**	**265,164.09**	**632,798.79**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 83 - BUILDING MAINTENANCE						
Category: 35 - SUPPLIES						
11-83-3517	JANITORIAL SUPPLIES	5,000.00	5,000.00	58.44	1,697.44	3,302.56
11-83-3523	TOOLS/EQUIPMENT	600.00	600.00	0.00	0.00	600.00
	Category: 35 - SUPPLIES Total:	**5,600.00**	**5,600.00**	**58.44**	**1,697.44**	**3,902.56**
Category: 40 - MAINTENANCE--BLDGS, STRUC						
11-83-4001	BUILDINGS & GROUNDS	16,000.00	16,000.00	165.10	7,075.40	8,924.60
	Category: 40 - MAINTENANCE--BLDGS, STRUC Total:	**16,000.00**	**16,000.00**	**165.10**	**7,075.40**	**8,924.60**
Category: 45 - MAINTENANCE						
11-83-4501	FURN.FIXTURES, OFF EQUIP	2,000.00	2,000.00	0.00	234.00	1,766.00
	Category: 45 - MAINTENANCE Total:	**2,000.00**	**2,000.00**	**0.00**	**234.00**	**1,766.00**
Category: 50 - SERVICES						
11-83-5017	UTILITIES	25,000.00	25,000.00	0.00	6,586.78	18,413.22
	Category: 50 - SERVICES Total:	**25,000.00**	**25,000.00**	**0.00**	**6,586.78**	**18,413.22**
Category: 55 - PROFESSIONAL SERVICES						
11-83-5531	PEST CONTROL SERVICES	800.00	800.00	0.00	255.00	545.00
	Category: 55 - PROFESSIONAL SERVICES Total:	**800.00**	**800.00**	**0.00**	**255.00**	**545.00**
	Department: 83 - BUILDING MAINTENANCE Total:	**49,400.00**	**49,400.00**	**223.54**	**15,848.62**	**33,551.38**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 87 - GC CAPITAL IMPROVEMENT						
Category: 70 - CAPITAL IMPROVEMENTS						
11-87-7010	CAPITAL IMPROVEMENT	63,125.00	63,125.00	2,132.99	34,607.03	28,517.97
	Category: 70 - CAPITAL IMPROVEMENTS Total:	**63,125.00**	**63,125.00**	**2,132.99**	**34,607.03**	**28,517.97**
	Department: 87 - GC CAPITAL IMPROVEMENT Total:	**63,125.00**	**63,125.00**	**2,132.99**	**34,607.03**	**28,517.97**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 88 - EQUIPMENT MAINTENANCE						
Category: 30 - SALARIES, WAGES, & BENEFITS						
11-88-3001	SALARIES AND WAGES	46,404.38	46,404.38	3,465.60	16,897.89	29,506.49
11-88-3003	LONGEVITY	1,344.12	1,344.12	33.24	161.45	1,182.67
11-88-3007	OVERTIME	1,000.00	1,000.00	336.22	1,055.50	-55.50
11-88-3051	FICA/MEDICARE TAXES	3,595.55	3,595.55	288.46	1,361.87	2,233.68
11-88-3052	WORKER'S COMP	975.00	975.00	388.62	1,705.85	-730.85
11-88-3053	UNEMPLOYMENT TAXES	144.00	144.00	108.07	208.60	-64.60
11-88-3054	RETIREMENT	6,744.95	6,744.95	540.74	2,535.61	4,209.34
11-88-3055	HEALTH INSURANCE	7,523.62	7,523.62	572.27	2,773.45	4,750.17
11-88-3056	LIFE INS	70.46	70.46	775.83	1,557.20	-1,486.74
11-88-3057	DENTAL	451.62	451.62	34.74	168.74	282.88
11-88-3058	LONG TERM DISABILITY	194.90	194.90	16.98	73.40	121.50
11-88-3060	VISION INSURANCE	107.12	107.12	0.00	0.00	107.12
	Category: 30 - SALARIES, WAGES, & BENEFITS Total:	**68,555.72**	**68,555.72**	**6,560.77**	**28,499.56**	**40,056.16**
Category: 35 - SUPPLIES						
11-88-3504	WEARING APPAREL	500.00	500.00	0.00	0.00	500.00
11-88-3514	FUEL & OIL	1,700.00	1,700.00	0.00	298.26	1,401.74
11-88-3523	TOOLS/EQUIPMENT	3,500.00	3,500.00	0.00	759.43	2,740.57
11-88-3526	MINOR EQUIPMENT	1,000.00	1,000.00	0.00	-295.26	1,295.26
11-88-3529	REPAIR PARTS	20,000.00	20,000.00	1,614.80	7,493.53	12,506.47
11-88-3535	GROUND/SHOP SUPPLIES	2,200.00	2,200.00	706.57	1,583.98	616.02
11-88-3542	FIRST AID	250.00	250.00	0.00	0.00	250.00
	Category: 35 - SUPPLIES Total:	**29,150.00**	**29,150.00**	**2,321.37**	**9,839.94**	**19,310.06**
Category: 45 - MAINTENANCE						
11-88-4520	AUTO REPAIR/OUTSOURCED	1,000.00	1,000.00	0.00	0.00	1,000.00
11-88-4599	MISC EQUIPMENT MAINT.	5,000.00	5,000.00	0.00	0.00	5,000.00
	Category: 45 - MAINTENANCE Total:	**6,000.00**	**6,000.00**	**0.00**	**0.00**	**6,000.00**
Category: 50 - SERVICES						
11-88-5029	TRAVEL/TRAINING	500.00	500.00	0.00	0.00	500.00
	Category: 50 - SERVICES Total:	**500.00**	**500.00**	**0.00**	**0.00**	**500.00**
Category: 97 - INTERFUND ACTIVITY						
11-88-9781	TRANSFER TO EQUIP PURCH CONT	63,500.00	63,500.00	0.00	0.00	63,500.00
11-88-9791	EQUIPMENT USER FEE	162,950.00	162,950.00	0.00	0.00	162,950.00
	Category: 97 - INTERFUND ACTIVITY Total:	**226,450.00**	**226,450.00**	**0.00**	**0.00**	**226,450.00**
	Department: 88 - EQUIPMENT MAINTENANCE Total:	**330,655.72**	**330,655.72**	**8,882.14**	**38,339.50**	**292,316.22**
	Fund: 11 - GOLF COURSE FUND Surplus (Deficit):	**0.00**	**0.00**	**-30,602.86**	**26,373.85**	
	Total Surplus (Deficit):	**-1,669,836.57**	**-1,669,836.57**	**7,462.51**	**765,028.17**	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Group Summary

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 02 - UTILITY FUND					
Department: 40 - REVENUES					
85 - FEE & CHARGES FOR SERVICE	4,770,000.00	4,770,000.00	354,257.13	1,778,478.95	2,991,521.05
96 - INTEREST EARNED	2,000.00	2,000.00	216.17	646.64	1,353.36
98 - MISCELLANEOUS REVENUE	60,000.00	60,000.00	3,751.39	19,706.97	40,293.03
Department: 40 - REVENUES Total:	**4,832,000.00**	**4,832,000.00**	**358,224.69**	**1,798,832.56**	**3,033,167.44**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 45 - WATER & SEWER					
30 - SALARIES, WAGES, & BENEFITS	408,076.57	408,076.57	42,434.10	176,868.61	231,207.96
35 - SUPPLIES	82,210.00	82,210.00	3,872.21	30,515.29	51,694.71
40 - MAINTENANCE--BLDGS, STRUC	206,000.00	206,000.00	102,516.12	181,321.38	24,678.62
45 - MAINTENANCE	7,400.00	7,400.00	142.00	5,085.04	2,314.96
50 - SERVICES	540,060.00	540,060.00	2,560.86	190,455.81	349,604.19
54 - SUNDRY	1,808,900.00	1,808,900.00	180,658.81	441,360.20	1,367,539.80
55 - PROFESSIONAL SERVICES	210,000.00	210,000.00	3,500.00	24,923.14	185,076.86
60 - OTHER SERVICES	21,500.00	21,500.00	0.00	25,319.51	-3,819.51
97 - INTERFUND ACTIVITY	733,690.00	733,690.00	0.00	0.00	733,690.00
Department: 45 - WATER & SEWER Total:	**4,017,836.57**	**4,017,836.57**	**335,684.10**	**1,075,848.98**	**2,941,987.59**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 46 - UTILITY CAPITAL PROJECT					
70 - CAPITAL IMPROVEMENTS	2,560,000.00	2,560,000.00	0.00	0.00	2,560,000.00
Department: 46 - UTILITY CAPITAL PROJECT Total:	**2,560,000.00**	**2,560,000.00**	**0.00**	**0.00**	**2,560,000.00**
Fund: 02 - UTILITY FUND Surplus (Deficit):	**-1,745,836.57**	**-1,745,836.57**	**22,540.59**	**722,983.58**	**-2,468,820.15**
Fund: 04 - IMPACT FEE FUND					
Department: 43 - 43					
85 - FEE & CHARGES FOR SERVICE	75,000.00	75,000.00	15,476.00	15,496.00	59,504.00
96 - INTEREST EARNED	1,000.00	1,000.00	48.78	174.74	825.26
Department: 43 - 43 Total:	**76,000.00**	**76,000.00**	**15,524.78**	**15,670.74**	**60,329.26**
Fund: 04 - IMPACT FEE FUND Total:	**76,000.00**	**76,000.00**	**15,524.78**	**15,670.74**	**60,329.26**
Fund: 11 - GOLF COURSE FUND					
Department: 80 - 80					
85 - FEE & CHARGES FOR SERVICE	2,110,800.00	2,110,800.00	129,751.71	720,264.67	1,390,535.33
96 - INTEREST EARNED	150.00	150.00	2.71	11.40	138.60
97 - INTERFUND ACTIVITY	237,098.86	237,098.86	0.00	0.00	237,098.86
Department: 80 - 80 Total:	**2,348,048.86**	**2,348,048.86**	**129,754.42**	**720,276.07**	**1,627,772.79**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 81 - CLUB HOUSE					
30 - SALARIES, WAGES, & BENEFITS	532,755.26	532,755.26	47,084.37	209,357.92	323,397.34
34 - COST OF SALES	159,500.00	159,500.00	29,587.34	59,286.38	100,213.62
35 - SUPPLIES	17,350.00	17,350.00	437.29	5,466.27	11,883.73
45 - MAINTENANCE	5,950.00	5,950.00	1,772.40	3,913.36	2,036.64
50 - SERVICES	39,000.00	39,000.00	2,379.26	10,931.65	28,068.35
54 - SUNDRY	79,900.00	79,900.00	6,554.21	29,986.88	49,913.12
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	21,000.52	-1,000.52
97 - INTERFUND ACTIVITY	148,950.00	148,950.00	0.00	0.00	148,950.00
Department: 81 - CLUB HOUSE Total:	**1,006,905.26**	**1,006,905.26**	**87,814.87**	**339,942.98**	**666,962.28**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 82 - COURSE MAINTENANCE					
30 - SALARIES, WAGES, & BENEFITS	640,887.88	640,887.88	53,808.89	213,668.64	427,219.24
35 - SUPPLIES	141,200.00	141,200.00	7,236.85	44,510.98	96,689.02
40 - MAINTENANCE--BLDGS, STRUC	4,000.00	4,000.00	0.00	932.00	3,068.00
45 - MAINTENANCE	10,000.00	10,000.00	0.00	2,661.80	7,338.20
50 - SERVICES	8,000.00	8,000.00	258.00	2,727.91	5,272.09
54 - SUNDRY	90,500.00	90,500.00	0.00	0.00	90,500.00
55 - PROFESSIONAL SERVICES	3,000.00	3,000.00	0.00	662.76	2,337.24
97 - INTERFUND ACTIVITY	375.00	375.00	0.00	0.00	375.00
Department: 82 - COURSE MAINTENANCE Total:	**897,962.88**	**897,962.88**	**61,303.74**	**265,164.09**	**632,798.79**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 83 - BUILDING MAINTENANCE					
35 - SUPPLIES	5,600.00	5,600.00	58.44	1,697.44	3,902.56
40 - MAINTENANCE--BLDGS, STRUC	16,000.00	16,000.00	165.10	7,075.40	8,924.60
45 - MAINTENANCE	2,000.00	2,000.00	0.00	234.00	1,766.00
50 - SERVICES	25,000.00	25,000.00	0.00	6,586.78	18,413.22
55 - PROFESSIONAL SERVICES	800.00	800.00	0.00	255.00	545.00
Department: 83 - BUILDING MAINTENANCE Total:	**49,400.00**	**49,400.00**	**223.54**	**15,848.62**	**33,551.38**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 87 - GC CAPITAL IMPROVEMENT					
70 - CAPITAL IMPROVEMENTS	63,125.00	63,125.00	2,132.99	34,607.03	28,517.97
Department: 87 - GC CAPITAL IMPROVEMENT Total:	**63,125.00**	**63,125.00**	**2,132.99**	**34,607.03**	**28,517.97**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 88 - EQUIPMENT MAINTENANCE					
30 - SALARIES, WAGES, & BENEFITS	68,555.72	68,555.72	6,560.77	28,499.56	40,056.16
35 - SUPPLIES	29,150.00	29,150.00	2,321.37	9,839.94	19,310.06
45 - MAINTENANCE	6,000.00	6,000.00	0.00	0.00	6,000.00
50 - SERVICES	500.00	500.00	0.00	0.00	500.00
97 - INTERFUND ACTIVITY	226,450.00	226,450.00	0.00	0.00	226,450.00
Department: 88 - EQUIPMENT MAINTENANCE Total:	**330,655.72**	**330,655.72**	**8,882.14**	**38,339.50**	**292,316.22**
Fund: 11 - GOLF COURSE FUND Surplus (Deficit):	**0.00**	**0.00**	**-30,602.86**	**26,373.85**	**-26,373.85**
Total Surplus (Deficit):	**-1,669,836.57**	**-1,669,836.57**	**7,462.51**	**765,028.17**	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
02 - UTILITY FUND	-1,745,836.57	-1,745,836.57	22,540.59	722,983.58	-2,468,820.15
04 - IMPACT FEE FUND	76,000.00	76,000.00	15,524.78	15,670.74	60,329.26
11 - GOLF COURSE FUND	0.00	0.00	-30,602.86	26,373.85	-26,373.85
Total Surplus (Deficit):	**-1,669,836.57**	**-1,669,836.57**	**7,462.51**	**765,028.17**	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Jersey Village, TX

Income Statement

Account Summary

For Fiscal: 2021-2022 Period Ending: 02/28/2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 01 - GENERAL FUND						
Department: 10 - REVENUES						
Category: 72 - PROPERTY TAXES						
01-10-7201	CURRENT PROPERTY TAXES	6,756,278.00	6,756,278.00	2,287,014.26	6,463,159.58	293,118.42
01-10-7202	DELINQUENT PROPERTY TAXES	30,000.00	30,000.00	1,934.56	-106,512.53	136,512.53
01-10-7203	PENALTY, INTEREST & COSTS	25,000.00	25,000.00	4,398.98	6,274.91	18,725.09
	Category: 72 - PROPERTY TAXES Total:	**6,811,278.00**	**6,811,278.00**	**2,293,347.80**	**6,362,921.96**	**448,356.04**
Category: 75 - OTHER TAXES						
01-10-7511	ELECTRIC FRANCHISE	360,000.00	360,000.00	37,583.68	165,814.40	194,185.60
01-10-7512	TELEPHONE FRANCHISE	59,000.00	59,000.00	3,568.17	7,235.65	51,764.35
01-10-7513	GAS FRANCHISE	40,000.00	40,000.00	0.00	0.00	40,000.00
01-10-7514	CABLE TV FRANCHISE	75,000.00	75,000.00	20,415.30	40,242.35	34,757.65
01-10-7515	TELECOMMUNICATION	14,000.00	14,000.00	3,938.44	11,213.06	2,786.94
01-10-7621	CITY SALES TAX	3,986,000.00	3,986,000.00	400,068.62	1,935,176.95	2,050,823.05
01-10-7622	SALES TX-RED. PROPERTY TX	323,850.00	323,850.00	0.00	371,211.02	-47,361.02
01-10-7631	MIXED DRINK TAX	30,000.00	30,000.00	2,552.96	12,907.50	17,092.50
	Category: 75 - OTHER TAXES Total:	**4,887,850.00**	**4,887,850.00**	**468,127.17**	**2,543,800.93**	**2,344,049.07**
Category: 80 - FINES WARRANTS & BONDS						
01-10-8001	FINES	900,000.00	900,000.00	47,817.83	223,853.00	676,147.00
01-10-8002	TIME PAYMENT FEE-GENERAL	10,000.00	10,000.00	310.00	1,218.44	8,781.56
01-10-8003	TIME PAYMENT FEE-COURT	0.00	0.00	62.50	207.11	-207.11
01-10-8004	COURT TECHNOLOGY FEES	0.00	0.00	1,068.67	5,025.72	-5,025.72
01-10-8005	COURT SECURITY FEE	0.00	0.00	1,093.00	5,252.28	-5,252.28
01-10-8006	OMNI FEE	8,000.00	8,000.00	472.00	1,908.00	6,092.00
01-10-8007	CHILD SAFETY FEE	0.00	0.00	0.00	100.00	-100.00
01-10-8008	JUDICIAL FEE	0.00	0.00	83.30	356.08	-356.08
	Category: 80 - FINES WARRANTS & BONDS Total:	**918,000.00**	**918,000.00**	**50,907.30**	**237,920.63**	**680,079.37**
Category: 85 - FEE & CHARGES FOR SERVICE						
01-10-8501	GARBAGE FEES/RESIDENTIAL	500.00	500.00	0.00	0.00	500.00
01-10-8503	POOL MEMBERSHIP FEES	20,000.00	20,000.00	0.00	0.00	20,000.00
01-10-8504	SWIM LESSON	5,000.00	5,000.00	0.00	0.00	5,000.00
01-10-8505	POOL RENTALS	1,000.00	1,000.00	0.00	0.00	1,000.00
01-10-8506	REC PROGRAMS	4,000.00	4,000.00	552.00	1,875.00	2,125.00
01-10-8507	AMBULANCE SERVICE FEES	250,000.00	250,000.00	22,832.29	102,220.18	147,779.82
01-10-8509	PET TAGS	800.00	800.00	45.00	190.00	610.00
01-10-8511	JERSEY VILLAGE STICKERS	0.00	0.00	7.00	46.00	-46.00
01-10-8512	RENTAL FEE	40,000.00	40,000.00	350.00	1,570.00	38,430.00
01-10-8513	CHILD SAFETY FEE-COUNTY	9,000.00	9,000.00	712.71	3,616.37	5,383.63
01-10-8514	FOOD & BEVERAGE FEES	1,000.00	1,000.00	60.00	250.00	750.00
01-10-8516	FARMER'S MARKET FEES	7,200.00	7,200.00	54.00	1,720.00	5,480.00
01-10-8517	PARK RENTALS	9,250.00	9,250.00	150.00	3,350.00	5,900.00
01-10-8579	CASH OVER/UNDER	0.00	0.00	0.00	59.54	-59.54
01-10-8999	PLAN CHECKING AND PLAT REVIEW	32,000.00	32,000.00	4,377.24	37,617.91	-5,617.91
	Category: 85 - FEE & CHARGES FOR SERVICE Total:	**379,750.00**	**379,750.00**	**29,140.24**	**152,515.00**	**227,235.00**
Category: 90 - LICENSES & PERMITS						
01-10-9001	BUILDING PERMITS	82,000.00	82,000.00	24,231.39	81,179.51	820.49
01-10-9002	PLUMBING PERMITS	10,000.00	10,000.00	3,420.20	13,045.37	-3,045.37
01-10-9003	ELECTRICAL PERMITS	16,000.00	16,000.00	1,636.50	12,173.00	3,827.00
01-10-9004	MECHANICAL PERMITS	8,000.00	8,000.00	1,315.50	5,897.06	2,102.94
01-10-9006	SIGN PERMITS	12,000.00	12,000.00	773.20	8,634.13	3,365.87
01-10-9007	LIQUOR LICENSES	8,000.00	8,000.00	825.00	3,770.00	4,230.00
01-10-9010	ANTENNA ANNUAL FEES	5,000.00	5,000.00	0.00	4,392.03	607.97

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
01-10-9011	PLANNING & ZONING APPLICATION FEES	0.00	0.00	1,771.00	1,771.00	-1,771.00
01-10-9012	BURGLAR/FIRE ALARM PERMIT	8,500.00	8,500.00	638.14	2,135.02	6,364.98
01-10-9013	FIRE MARSHAL PERM FEES	1,100.00	1,100.00	0.00	190.00	910.00
01-10-9015	OPERATIONAL HARZADOUS PERM	100.00	100.00	0.00	0.00	100.00
01-10-9016	HOTEL/MOTEL LICENSE PERMITS	1,000.00	1,000.00	550.00	550.00	450.00
	Category: 90 - LICENSES & PERMITS Total:	**151,700.00**	**151,700.00**	**35,160.93**	**133,737.12**	**17,962.88**
Category: 96 - INTEREST EARNED						
01-10-9601	INTEREST EARNED	10,000.00	10,000.00	756.40	2,490.04	7,509.96
	Category: 96 - INTEREST EARNED Total:	**10,000.00**	**10,000.00**	**756.40**	**2,490.04**	**7,509.96**
Category: 97 - INTERFUND ACTIVITY						
01-10-9750	CRIME CONTROL DISTRICT REIMB.	1,969,284.41	1,969,284.41	0.00	4,103.71	1,965,180.70
01-10-9752	TRANSFER FROM UTLY FUND	608,000.00	608,000.00	0.00	0.00	608,000.00
01-10-9753	COURT SECURITY & TECH REIMB.	50,300.00	50,300.00	0.00	0.00	50,300.00
01-10-9754	TRANFER FROM MOTEL TAX FUND	19,570.00	19,570.00	0.00	0.00	19,570.00
01-10-9755	FIRE CONTROL PREV & EMERG REIMB	1,149,879.00	1,149,879.00	0.00	5,000.00	1,144,879.00
	Category: 97 - INTERFUND ACTIVITY Total:	**3,797,033.41**	**3,797,033.41**	**0.00**	**9,103.71**	**3,787,929.70**
Category: 98 - MISCELLANEOUS REVENUE						
01-10-9805	DONATIONS--PARK	0.00	0.00	0.00	1,000.00	-1,000.00
01-10-9899	MISCELLANEOUS	60,000.00	60,000.00	2,484.79	29,267.89	30,732.11
	Category: 98 - MISCELLANEOUS REVENUE Total:	**60,000.00**	**60,000.00**	**2,484.79**	**30,267.89**	**29,732.11**
Category: 99 - OTHER AGENCY REVENUES						
01-10-9905	AMBULANCE FEES STATE GRANT	30,000.00	30,000.00	0.00	0.00	30,000.00
01-10-9906	LEOSE FUNDS - TRAINING GRANT	0.00	0.00	2,522.23	2,522.23	-2,522.23
	Category: 99 - OTHER AGENCY REVENUES Total:	**30,000.00**	**30,000.00**	**2,522.23**	**2,522.23**	**27,477.77**
	Department: 10 - REVENUES Total:	**17,045,611.41**	**17,045,611.41**	**2,882,446.86**	**9,475,279.51**	**7,570,331.90**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 11 - ADMINISTRATIVE SERVICE						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-11-3001	SALARIES	409,198.86	409,198.86	31,378.46	149,783.96	259,414.90
01-11-3002	WAGES	27,040.00	27,040.00	0.00	0.00	27,040.00
01-11-3003	LONGEVITY	959.92	959.92	62.76	317.49	642.43
01-11-3007	OVERTIME	0.00	0.00	0.00	2,509.61	-2,509.61
01-11-3010	INCENTIVES	1,799.98	1,799.98	138.46	738.52	1,061.46
01-11-3020	EMPLOYEE AWARDS/BONUS	6,700.00	6,700.00	0.00	1,976.88	4,723.12
01-11-3051	FICA/MEDICARE TAXES	29,756.61	29,756.61	2,329.84	8,617.89	21,138.72
01-11-3052	WORKMEN'S COMPENSATION	11,627.00	11,627.00	150.22	692.92	10,934.08
01-11-3053	UNEMPLOYMENT COMPENSATION	576.00	576.00	174.24	1,011.13	-435.13
01-11-3054	RETIREMENT	59,002.68	59,002.68	4,465.74	21,493.56	37,509.12
01-11-3055	HEALTH INSURANCE	42,499.34	42,499.34	3,232.61	15,403.44	27,095.90
01-11-3056	LIFE INS	211.38	211.38	3,696.27	12,578.42	-12,367.04
01-11-3057	DENTAL INSURANCE	2,532.14	2,532.14	213.22	1,029.55	1,502.59
01-11-3058	LONG-TERM DISABILITY	1,300.74	1,300.74	154.20	660.23	640.51
01-11-3060	VISION INSURANCE	344.24	344.24	26.48	122.70	221.54
	Category: 30 - SALARIES, WAGES, & BENEFITS Total:	**593,548.89**	**593,548.89**	**46,022.50**	**216,936.30**	**376,612.59**
Category: 35 - SUPPLIES						
01-11-3502	POSTAGE/FREIGHT/DEL. FEE	150.00	150.00	0.00	0.00	150.00
01-11-3503	OFFICE SUPPLIES	4,000.00	4,000.00	125.50	514.70	3,485.30
01-11-3510	BOOKS & PERIODICALS	200.00	200.00	0.00	329.00	-129.00
01-11-3520	FOOD	10,000.00	10,000.00	14.44	4,074.01	5,925.99
	Category: 35 - SUPPLIES Total:	**14,350.00**	**14,350.00**	**139.94**	**4,917.71**	**9,432.29**
Category: 45 - MAINTENANCE						
01-11-4501	FURN.,FIXT.,& OFF. MACH.	2,000.00	2,000.00	0.00	993.56	1,006.44
	Category: 45 - MAINTENANCE Total:	**2,000.00**	**2,000.00**	**0.00**	**993.56**	**1,006.44**
Category: 50 - SERVICES						
01-11-5001	MAYOR & COUNCIL EXPENDITURES	4,000.00	4,000.00	194.88	944.61	3,055.39
01-11-5007	RECORDS MANAGEMENT	7,500.00	7,500.00	0.00	1,162.50	6,337.50
01-11-5012	PRINTING	250.00	250.00	0.00	153.36	96.64
01-11-5014	MEDICAL EXPENSES	10,000.00	10,000.00	577.90	2,680.40	7,319.60
01-11-5020	COMMUNICATIONS	3,600.00	3,600.00	161.85	633.86	2,966.14
01-11-5025	NEWSPAPER NOTICES	6,500.00	6,500.00	0.00	224.00	6,276.00
01-11-5026	CODIFICATIONS	7,400.00	7,400.00	453.80	728.80	6,671.20
01-11-5027	MEMBERSHIPS/SUBCRIPTIONS	6,000.00	6,000.00	0.00	8,456.39	-2,456.39
01-11-5028	TEXAS LEGISLATIVE SERVICES	1.00	1.00	0.00	0.00	1.00
01-11-5029	TRAVEL/TRAINING	14,000.00	14,000.00	0.00	3,499.40	10,500.60
01-11-5030	CAR ALLOWANCE	6,500.00	6,500.00	0.00	0.00	6,500.00
01-11-5041	NEWSLETTER	9,500.00	9,500.00	0.00	1,477.94	8,022.06
	Category: 50 - SERVICES Total:	**75,251.00**	**75,251.00**	**1,388.43**	**19,961.26**	**55,289.74**
Category: 54 - SUNDRY						
01-11-5401	ELECTION EXPENSE	21,000.00	21,000.00	0.00	0.00	21,000.00
	Category: 54 - SUNDRY Total:	**21,000.00**	**21,000.00**	**0.00**	**0.00**	**21,000.00**
Category: 60 - OTHER SERVICES						
01-11-6005	NOTARY SURETY BONDS	300.00	300.00	0.00	0.00	300.00
	Category: 60 - OTHER SERVICES Total:	**300.00**	**300.00**	**0.00**	**0.00**	**300.00**
Category: 97 - INTERFUND ACTIVITY						
01-11-9772	TECHNOLOGY USER FEE	4,250.00	4,250.00	0.00	0.00	4,250.00
	Category: 97 - INTERFUND ACTIVITY Total:	**4,250.00**	**4,250.00**	**0.00**	**0.00**	**4,250.00**
	Department: 11 - ADMINISTRATIVE SERVICE Total:	**710,699.89**	**710,699.89**	**47,550.87**	**242,808.83**	**467,891.06**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 12 - LEGAL/OTHER SERVICES						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-12-3052	WORKMEN'S COMPENSATION	250.00	250.00	37.57	173.24	76.76
	Category: 30 - SALARIES, WAGES, & BENEFITS Total:	**250.00**	**250.00**	**37.57**	**173.24**	**76.76**
Category: 50 - SERVICES						
01-12-5023	GRANTS AND INCENTIVES	2,089,000.00	2,014,000.00	0.00	9,890.00	2,004,110.00
	Category: 50 - SERVICES Total:	**2,089,000.00**	**2,014,000.00**	**0.00**	**9,890.00**	**2,004,110.00**
Category: 55 - PROFESSIONAL SERVICES						
01-12-5502	LEGAL FEES	125,000.00	125,000.00	4,081.16	17,145.16	107,854.84
01-12-5515	CONSULTANT SERVICES	10,000.00	85,000.00	0.00	512.01	84,487.99
	Category: 55 - PROFESSIONAL SERVICES Total:	**135,000.00**	**210,000.00**	**4,081.16**	**17,657.17**	**192,342.83**
Category: 60 - OTHER SERVICES						
01-12-6001	AUTOMOBILE LIABILITY	56,350.00	56,350.00	0.00	66,913.62	-10,563.62
01-12-6003	LIABILITY-FIRE & CASUALTY INSR	69,140.00	69,140.00	0.00	72,555.07	-3,415.07
01-12-6005	SURETY BONDS	500.00	500.00	0.00	565.46	-65.46
	Category: 60 - OTHER SERVICES Total:	**125,990.00**	**125,990.00**	**0.00**	**140,034.15**	**-14,044.15**
Category: 97 - INTERFUND ACTIVITY						
01-12-9761	TRANSFER TO GOLF FUND	237,098.86	237,098.86	0.00	0.00	237,098.86
01-12-9763	TRANSFER TO TIRZ 3	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00
01-12-9772	TECHNOLOGY USER FEES	375.00	375.00	0.00	0.00	375.00
	Category: 97 - INTERFUND ACTIVITY Total:	**1,237,473.86**	**1,237,473.86**	**0.00**	**0.00**	**1,237,473.86**
	Department: 12 - LEGAL/OTHER SERVICES Total:	**3,587,713.86**	**3,587,713.86**	**4,118.73**	**167,754.56**	**3,419,959.30**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 13 - INFO TECHNOLOGY						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-13-3001	SALARIES	246,136.92	246,136.92	18,665.04	89,342.41	156,794.51
01-13-3002	WAGES	10,230.00	10,230.00	528.00	2,707.57	7,522.43
01-13-3003	LONGEVITY	1,199.90	1,199.90	96.00	465.50	734.40
01-13-3010	INCENTIVES	1,200.00	1,200.00	0.00	0.00	1,200.00
01-13-3051	FICA/MEDICARE TAXES	19,118.66	19,118.66	1,421.94	6,818.33	12,300.33
01-13-3052	WORKMEN'S COMPENSATION	449.00	449.00	112.70	519.73	-70.73
01-13-3053	EMPLOYMENT TAXES	576.00	576.00	268.03	888.89	-312.89
01-13-3054	RETIREMENT	34,874.49	34,874.49	2,645.32	12,817.43	22,057.06
01-13-3055	HEALTH INSURANCE	29,458.78	29,458.78	2,240.71	10,778.91	18,679.87
01-13-3056	LIFE INS	211.38	211.38	3,114.41	5,482.01	-5,270.63
01-13-3057	DENTAL INSURANCE	2,532.14	2,532.14	213.22	1,029.27	1,502.87
01-13-3058	LONG-TERM DISABILITY	981.29	981.29	91.46	388.33	592.96
01-13-3060	VISION INSURANCE	297.96	297.96	20.04	96.49	201.47
	Category: 30 - SALARIES, WAGES, & BENEFITS Total:	**347,266.52**	**347,266.52**	**29,416.87**	**131,334.87**	**215,931.65**
Category: 35 - SUPPLIES						
01-13-3502	POSTAGE/FREIGHT	500.00	500.00	0.00	179.45	320.55
01-13-3503	OFFICE SUPPLIES	250.00	250.00	83.52	139.06	110.94
01-13-3509	COMPUTER SUPPLIES	2,200.00	2,200.00	0.00	2,011.28	188.72
01-13-3510	BOOKS & PERIODICALS	100.00	100.00	0.00	0.00	100.00
	Category: 35 - SUPPLIES Total:	**3,050.00**	**3,050.00**	**83.52**	**2,329.79**	**720.21**
Category: 45 - MAINTENANCE						
01-13-4501	FURN. FIXTURES. OFF EQUIPMENT	6,314.00	6,314.00	465.09	2,353.57	3,960.43
01-13-4502	COMPUTER EQUIPMENT	9,500.00	9,500.00	0.00	598.70	8,901.30
01-13-4504	SOFTWARE MAINTENANCE	255,321.00	270,861.00	23,014.00	90,173.85	180,687.15
	Category: 45 - MAINTENANCE Total:	**271,135.00**	**286,675.00**	**23,479.09**	**93,126.12**	**193,548.88**
Category: 50 - SERVICES						
01-13-5020	COMMUNICATIONS	28,020.00	28,020.00	2,344.76	10,515.79	17,504.21
01-13-5027	MEMBERSHIPS/SUBSCRIPT	1,450.00	1,450.00	0.00	808.20	641.80
01-13-5029	TRAVEL/TRAINING	7,600.00	7,600.00	0.00	60.00	7,540.00
	Category: 50 - SERVICES Total:	**37,070.00**	**37,070.00**	**2,344.76**	**11,383.99**	**25,686.01**
Category: 55 - PROFESSIONAL SERVICES						
01-13-5515	CONSULTANT SERVICES	105,000.00	105,000.00	0.00	3,294.00	101,706.00
	Category: 55 - PROFESSIONAL SERVICES Total:	**105,000.00**	**105,000.00**	**0.00**	**3,294.00**	**101,706.00**
Category: 65 - CAPITAL OUTLAY						
01-13-6573	COMPUTER EQUIPMENT	4,000.00	46,890.00	0.00	21.08	46,868.92
	Category: 65 - CAPITAL OUTLAY Total:	**4,000.00**	**46,890.00**	**0.00**	**21.08**	**46,868.92**
Category: 97 - INTERFUND ACTIVITY						
01-13-9740	COMPUTER CAPITAL	25,000.00	25,000.00	0.00	0.00	25,000.00
01-13-9772	TECHNOLOGY USER FEE	48,270.00	48,270.00	0.00	0.00	48,270.00
	Category: 97 - INTERFUND ACTIVITY Total:	**73,270.00**	**73,270.00**	**0.00**	**0.00**	**73,270.00**
	Department: 13 - INFO TECHNOLOGY Total:	**840,791.52**	**899,221.52**	**55,324.24**	**241,489.85**	**657,731.67**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 14 - PURCHASING						
Category: 35 - SUPPLIES						
01-14-3502	POSTAGE/FREIGHT	17,000.00	17,000.00	1,020.99	6,681.82	10,318.18
01-14-3503	OFFICE SUPPLIES	3,000.00	3,000.00	0.00	16.04	2,983.96
	Category: 35 - SUPPLIES Total:	**20,000.00**	**20,000.00**	**1,020.99**	**6,697.86**	**13,302.14**
Category: 50 - SERVICES						
01-14-5012	PRINTING	1,000.00	1,000.00	0.00	0.00	1,000.00
01-14-5022	RENTAL OF EQUIPMENT	2,675.00	2,675.00	0.00	668.25	2,006.75
	Category: 50 - SERVICES Total:	**3,675.00**	**3,675.00**	**0.00**	**668.25**	**3,006.75**
	Department: 14 - PURCHASING Total:	**23,675.00**	**23,675.00**	**1,020.99**	**7,366.11**	**16,308.89**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 15 - ACCOUNTING SERVICES						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-15-3001	SALARIES	265,950.19	265,950.19	20,266.44	98,280.65	167,669.54
01-15-3003	LONGEVITY	719.94	719.94	62.78	298.59	421.35
01-15-3007	OVERTIME	2,900.00	2,900.00	0.00	0.00	2,900.00
01-15-3051	FICA/MEDICARE TAXES	19,652.81	19,652.81	1,450.76	7,076.12	12,576.69
01-15-3052	WORKMEN'S COMPENSATION	446.00	446.00	112.70	519.73	-73.73
01-15-3053	EMPLOYMENT TAXES	478.40	478.40	188.01	738.15	-259.75
01-15-3054	RETIREMENT	38,009.39	38,009.39	2,866.42	13,797.91	24,211.48
01-15-3055	HEALTH INSURANCE	55,539.90	55,539.90	4,224.51	20,467.60	35,072.30
01-15-3056	LIFE INS	211.38	211.38	4,360.66	10,325.13	-10,113.75
01-15-3057	DENTAL INSURANCE	3,120.78	3,120.78	267.72	1,300.35	1,820.43
01-15-3058	LONG-TERM DISABILITY	1,044.49	1,044.49	99.30	427.01	617.48
01-15-3060	VISION INSURANCE	390.52	390.52	30.04	145.91	244.61
	Category: 30 - SALARIES, WAGES, & BENEFITS Total:	**388,463.80**	**388,463.80**	**33,929.34**	**153,377.15**	**235,086.65**
Category: 35 - SUPPLIES						
01-15-3502	POSTAGE/FREIGHT/DEL.FEE	200.00	200.00	0.00	0.00	200.00
01-15-3503	OFFICE SUPPLIES	700.00	700.00	0.00	645.25	54.75
01-15-3510	BOOKS & PERIODICALS	50.00	50.00	0.00	0.00	50.00
	Category: 35 - SUPPLIES Total:	**950.00**	**950.00**	**0.00**	**645.25**	**304.75**
Category: 45 - MAINTENANCE						
01-15-4501	FURN.FIXT. & OFF.MACH.	150.00	150.00	0.00	0.00	150.00
	Category: 45 - MAINTENANCE Total:	**150.00**	**150.00**	**0.00**	**0.00**	**150.00**
Category: 50 - SERVICES						
01-15-5012	PRINTING	1,200.00	1,200.00	0.00	0.00	1,200.00
01-15-5020	COMMUNICATIONS	2,000.00	2,000.00	69.54	356.95	1,643.05
01-15-5027	MEMBERSHIPS	400.00	400.00	0.00	205.00	195.00
01-15-5029	TRAVEL/TRAINING	3,500.00	3,500.00	0.00	1,757.78	1,742.22
	Category: 50 - SERVICES Total:	**7,100.00**	**7,100.00**	**69.54**	**2,319.73**	**4,780.27**
Category: 54 - SUNDRY						
01-15-5405	PERMITS & FEES	550.00	550.00	0.00	0.00	550.00
	Category: 54 - SUNDRY Total:	**550.00**	**550.00**	**0.00**	**0.00**	**550.00**
Category: 55 - PROFESSIONAL SERVICES						
01-15-5501	AUDITS/CONTRACTS/STUDIES	37,000.00	37,000.00	1,277.97	7,656.26	29,343.74
	Category: 55 - PROFESSIONAL SERVICES Total:	**37,000.00**	**37,000.00**	**1,277.97**	**7,656.26**	**29,343.74**
Category: 97 - INTERFUND ACTIVITY						
01-15-9772	TECHNOLOGY USER FEE	1,575.00	1,575.00	0.00	0.00	1,575.00
	Category: 97 - INTERFUND ACTIVITY Total:	**1,575.00**	**1,575.00**	**0.00**	**0.00**	**1,575.00**
	Department: 15 - ACCOUNTING SERVICES Total:	**435,788.80**	**435,788.80**	**35,276.85**	**163,998.39**	**271,790.41**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 16 - CUSTOMER SERVICE						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-16-3001	SALARIES	39,677.25	39,677.25	2,963.20	14,392.69	25,284.56
01-16-3003	LONGEVITY	575.90	575.90	46.15	217.02	358.88
01-16-3007	OVERTIME	100.00	100.00	0.00	0.00	100.00
01-16-3010	INCENTIVES	479.96	479.96	83.08	403.53	76.43
01-16-3051	FICA/MEDICARE TAXES	2,909.68	2,909.68	212.69	1,032.49	1,877.19
01-16-3052	WORKMEN'S COMPENSATION	75.00	75.00	37.57	173.24	-98.24
01-16-3053	EMPLOYMENT TAXES	144.00	144.00	87.15	175.85	-31.85
01-16-3054	RETIREMENT	5,757.47	5,757.47	436.04	2,101.40	3,656.07
01-16-3055	HEALTH INSURANCE	14,411.54	14,411.54	1,096.18	5,311.26	9,100.28
01-16-3056	LIFE INS	70.46	70.46	1,466.54	2,956.48	-2,886.02
01-16-3057	DENTAL INSURANCE	1,040.26	1,040.26	34.74	168.74	871.52
01-16-3058	LONG-TERM DISABILITY	166.64	166.64	14.52	62.50	104.14
01-16-3060	VISION INSURANCE	83.72	83.72	8.24	40.02	43.70
	Category: 30 - SALARIES, WAGES, & BENEFITS Total:	**65,491.88**	**65,491.88**	**6,486.10**	**27,035.22**	**38,456.66**
Category: 35 - SUPPLIES						
01-16-3503	OFFICE SUPPLIES	500.00	500.00	111.36	246.17	253.83
	Category: 35 - SUPPLIES Total:	**500.00**	**500.00**	**111.36**	**246.17**	**253.83**
Category: 45 - MAINTENANCE						
01-16-4501	FURN., FIX, & OFF MACH EQ	400.00	400.00	0.00	0.00	400.00
	Category: 45 - MAINTENANCE Total:	**400.00**	**400.00**	**0.00**	**0.00**	**400.00**
Category: 50 - SERVICES						
01-16-5020	COMMUNICATIONS	3,000.00	3,000.00	69.54	356.94	2,643.06
	Category: 50 - SERVICES Total:	**3,000.00**	**3,000.00**	**69.54**	**356.94**	**2,643.06**
Category: 55 - PROFESSIONAL SERVICES						
01-16-5527	HARRIS CTY APPRAISAL DIST	61,000.00	61,000.00	0.00	14,221.00	46,779.00
01-16-5528	HARRIS CTY TAX OFFICE	7,000.00	7,000.00	53.49	5,683.98	1,316.02
	Category: 55 - PROFESSIONAL SERVICES Total:	**68,000.00**	**68,000.00**	**53.49**	**19,904.98**	**48,095.02**
Category: 97 - INTERFUND ACTIVITY						
01-16-9772	TECHNOLOGY USER FEE	375.00	375.00	0.00	0.00	375.00
	Category: 97 - INTERFUND ACTIVITY Total:	**375.00**	**375.00**	**0.00**	**0.00**	**375.00**
	Department: 16 - CUSTOMER SERVICE Total:	**137,766.88**	**137,766.88**	**6,720.49**	**47,543.31**	**90,223.57**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 19 - MUNICIPAL COURT						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-19-3001	SALARIES	165,982.17	165,982.17	11,403.82	59,860.49	106,121.68
01-19-3003	LONGEVITY	1,008.02	1,008.02	84.92	406.15	601.87
01-19-3007	OVERTIME	5,000.00	5,000.00	0.00	212.23	4,787.77
01-19-3010	INCENTIVES	1,080.04	1,080.04	110.78	609.28	470.76
01-19-3051	FICA/MEDICARE TAXES	12,752.90	12,752.90	924.53	4,532.20	8,220.70
01-19-3052	WORKMEN'S COMPENSATION	469.00	469.00	112.70	519.73	-50.73
01-19-3053	EMPLOYMENT TAXES	512.00	512.00	327.15	711.32	-199.32
01-19-3054	RETIREMENT	24,402.91	24,402.91	1,811.79	8,725.36	15,677.55
01-19-3055	HEALTH INSURANCE	33,488.00	33,488.00	3,119.45	14,039.90	19,448.10
01-19-3056	LIFE INS	211.38	211.38	4,261.97	8,594.14	-8,382.76
01-19-3057	DENTAL INSURANCE	2,080.52	2,080.52	213.22	1,035.64	1,044.88
01-19-3058	LONG-TERM DISABILITY	697.12	697.12	61.99	265.49	431.63
01-19-3060	VISION INSURANCE	247.78	247.78	23.74	115.31	132.47
	Category: 30 - SALARIES, WAGES, & BENEFITS Total:	**247,931.84**	**247,931.84**	**22,456.06**	**99,627.24**	**148,304.60**
Category: 35 - SUPPLIES						
01-19-3503	OFFICE SUPPLIES	2,000.00	2,000.00	0.00	482.75	1,517.25
01-19-3510	BOOKS & PERIODICALS	200.00	200.00	0.00	0.00	200.00
01-19-3523	TOOLS/EQUIPMENT	100.00	100.00	0.00	0.00	100.00
	Category: 35 - SUPPLIES Total:	**2,300.00**	**2,300.00**	**0.00**	**482.75**	**1,817.25**
Category: 45 - MAINTENANCE						
01-19-4501	FURN., FIXT. & OFF. MACH.	500.00	500.00	0.00	0.00	500.00
	Category: 45 - MAINTENANCE Total:	**500.00**	**500.00**	**0.00**	**0.00**	**500.00**
Category: 50 - SERVICES						
01-19-5012	PRINTING	2,000.00	2,000.00	0.00	0.00	2,000.00
01-19-5020	COMMUNICATIONS	2,000.00	2,000.00	69.54	356.94	1,643.06
01-19-5027	MEMBERSHIPS	300.00	300.00	0.00	165.00	135.00
01-19-5029	TRAVEL/TRAINING	3,500.00	3,500.00	0.00	664.59	2,835.41
	Category: 50 - SERVICES Total:	**7,800.00**	**7,800.00**	**69.54**	**1,186.53**	**6,613.47**
Category: 54 - SUNDRY						
01-19-5404	JURY EXPENSE	800.00	800.00	0.00	0.00	800.00
	Category: 54 - SUNDRY Total:	**800.00**	**800.00**	**0.00**	**0.00**	**800.00**
Category: 55 - PROFESSIONAL SERVICES						
01-19-5505	JUDGES	55,000.00	55,000.00	2,650.00	8,950.00	46,050.00
01-19-5506	PROSECUTORS	35,000.00	35,000.00	1,600.00	5,800.00	29,200.00
01-19-5516	COLLECTION AGENCY FEES	2,950.00	2,950.00	0.00	1,030.86	1,919.14
01-19-5518	INTERPRETERS	500.00	500.00	0.00	0.00	500.00
	Category: 55 - PROFESSIONAL SERVICES Total:	**93,450.00**	**93,450.00**	**4,250.00**	**15,780.86**	**77,669.14**
	Department: 19 - MUNICIPAL COURT Total:	**352,781.84**	**352,781.84**	**26,775.60**	**117,077.38**	**235,704.46**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 21 - POLICE						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-21-3001	SALARIES	2,513,864.44	2,513,864.44	175,865.86	874,246.13	1,639,618.31
01-21-3003	LONGEVITY	5,184.92	5,184.92	406.18	1,939.78	3,245.14
01-21-3007	OVERTIME	82,000.00	82,000.00	16,046.14	88,809.45	-6,809.45
01-21-3010	INCENTIVES	21,838.96	21,838.96	2,566.03	12,443.86	9,395.10
01-21-3014	S.T.E.P. PROGRAM	100,000.00	100,000.00	2,732.56	4,953.28	95,046.72
01-21-3051	FICA/MEDICARE TAXES	201,403.81	201,403.81	14,584.35	70,871.51	130,532.30
01-21-3052	WORKMEN'S COMPENSATION	44,631.00	44,631.00	11,609.02	49,069.00	-4,438.00
01-21-3053	EMPLOYMENT TAXES	4,752.00	4,752.00	1,666.60	7,589.56	-2,837.56
01-21-3054	RETIREMENT	384,096.47	384,096.47	27,881.54	135,126.22	248,970.25
01-21-3055	HEALTH INSURANCE	405,902.38	405,902.38	26,556.85	131,296.31	274,606.07
01-21-3056	LIFE INS	2,184.26	2,184.26	39,432.67	77,294.42	-75,110.16
01-21-3057	DENTAL INSURANCE	24,007.10	24,007.10	1,790.22	8,822.85	15,184.25
01-21-3058	LONG-TERM DISABILITY	10,106.07	10,106.07	862.25	3,638.20	6,467.87
01-21-3060	VISION INSURANCE	3,708.64	3,708.64	181.42	859.38	2,849.26
	Category: 30 - SALARIES, WAGES, & BENEFITS Total:	**3,803,680.05**	**3,803,680.05**	**322,181.69**	**1,466,959.95**	**2,336,720.10**
Category: 35 - SUPPLIES						
01-21-3502	POSTAGE/FREIGHT/DEL. FEE	300.00	300.00	0.00	65.20	234.80
01-21-3503	OFFICE SUPPLIES	10,000.00	10,000.00	492.65	2,463.17	7,536.83
01-21-3504	WEARING APPAREL	29,474.00	29,474.00	1,514.63	11,486.32	17,987.68
01-21-3505	CRIME PREVENTION SUPPLIES	2,000.00	2,000.00	0.00	0.00	2,000.00
01-21-3510	BOOKS AND PERIODICALS	6,450.00	6,450.00	0.00	2,525.39	3,924.61
01-21-3515	MEDICAL SUPPLIES	2,000.00	2,000.00	0.00	0.00	2,000.00
01-21-3519	AMMUNITION AND TARGETS	10,000.00	10,000.00	0.00	5.00	9,995.00
01-21-3520	FOOD	2,400.00	2,400.00	0.00	651.82	1,748.18
01-21-3523	TOOLS/EQUIPMENT	24,200.00	24,200.00	0.00	2,676.12	21,523.88
01-21-3534	PARTS AND MATERIALS	500.00	500.00	0.00	186.11	313.89
	Category: 35 - SUPPLIES Total:	**87,324.00**	**87,324.00**	**2,007.28**	**20,059.13**	**67,264.87**
Category: 45 - MAINTENANCE						
01-21-4501	FURN. FIXT. & OFF. MACH.	5,597.00	5,597.00	191.12	751.29	4,845.71
01-21-4503	RADIO AND RADAR EQUIPMENT	2,500.00	2,500.00	0.00	90.00	2,410.00
01-21-4510	VEHICLE CLEANING	2,000.00	2,000.00	72.00	448.99	1,551.01
01-21-4599	MISCELLANEOUS EQUIPMENT	13,400.00	13,400.00	0.00	173.80	13,226.20
	Category: 45 - MAINTENANCE Total:	**23,497.00**	**23,497.00**	**263.12**	**1,464.08**	**22,032.92**
Category: 50 - SERVICES						
01-21-5012	PRINTING	2,000.00	2,000.00	0.00	632.63	1,367.37
01-21-5015	LAB TESTS	2,400.00	2,400.00	0.00	0.00	2,400.00
01-21-5020	COMMUNICATIONS	4,399.90	4,399.90	194.14	1,729.22	2,670.68
01-21-5022	RENTAL OF EQUIPMENT	10,000.00	10,000.00	890.25	3,561.00	6,439.00
01-21-5025	PUBLIC NOTICES	250.00	250.00	0.00	0.00	250.00
01-21-5027	MEMBERSHIPS	2,600.00	2,600.00	0.00	384.00	2,216.00
01-21-5029	TRAVEL/TRAINING	37,250.00	37,250.00	0.00	12,478.57	24,771.43
01-21-5030	MAINTENANCE AGREEMENT	104,000.00	104,000.00	0.00	0.00	104,000.00
	Category: 50 - SERVICES Total:	**162,899.90**	**162,899.90**	**1,084.39**	**18,785.42**	**144,114.48**
Category: 54 - SUNDRY						
01-21-5402	JAIL EXPENSE	3,000.00	3,000.00	0.00	284.58	2,715.42
	Category: 54 - SUNDRY Total:	**3,000.00**	**3,000.00**	**0.00**	**284.58**	**2,715.42**
Category: 55 - PROFESSIONAL SERVICES						
01-21-5515	CONSULTANT SERVICES	1,800.00	1,800.00	0.00	1,500.00	300.00
	Category: 55 - PROFESSIONAL SERVICES Total:	**1,800.00**	**1,800.00**	**0.00**	**1,500.00**	**300.00**
Category: 60 - OTHER SERVICES						
01-21-6003	LIABILITY-FIRE & CASUALTY INSR	21,400.00	21,400.00	0.00	22,878.10	-1,478.10
01-21-6005	NOTARY SURETY BONDS	340.00	340.00	0.00	0.00	340.00
	Category: 60 - OTHER SERVICES Total:	**21,740.00**	**21,740.00**	**0.00**	**22,878.10**	**-1,138.10**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Category: 65 - CAPITAL OUTLAY						
01-21-6572	SPECIAL EQUIPMENT-	5,000.00	5,000.00	0.00	1,294.56	3,705.44
	Category: 65 - CAPITAL OUTLAY Total:	**5,000.00**	**5,000.00**	**0.00**	**1,294.56**	**3,705.44**
Category: 97 - INTERFUND ACTIVITY						
01-21-9771	TECHNOLOGY PURCHASE CONTRIBUTI	3,000.00	3,000.00	0.00	0.00	3,000.00
01-21-9772	TECHNOLOGY USER FEE	16,775.00	16,775.00	0.00	0.00	16,775.00
	Category: 97 - INTERFUND ACTIVITY Total:	**19,775.00**	**19,775.00**	**0.00**	**0.00**	**19,775.00**
	Department: 21 - POLICE Total:	**4,128,715.95**	**4,128,715.95**	**325,536.48**	**1,533,225.82**	**2,595,490.13**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 23 - COMMUNICATIONS						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-23-3001	SALARIES	470,591.79	470,591.79	32,674.04	162,955.13	307,636.66
01-23-3002	WAGES	24,000.00	24,000.00	0.00	1,008.21	22,991.79
01-23-3003	LONGEVITY	1,535.82	1,535.82	110.78	560.95	974.87
01-23-3007	OVERTIME	77,000.00	77,000.00	6,644.78	20,209.59	56,790.41
01-23-3010	INCENTIVES	5,759.52	13,499.52	803.04	4,493.18	9,006.34
01-23-3051	FICA/MEDICARE TAXES	40,622.28	40,622.28	2,929.22	15,040.68	25,581.60
01-23-3052	WORKMEN'S COMPENSATION	982.00	982.00	413.22	1,905.66	-923.66
01-23-3053	EMPLOYMENT TAXES	1,584.00	1,584.00	950.86	2,750.73	-1,166.73
01-23-3054	RETIREMENT	74,432.09	74,432.09	5,672.79	28,793.81	45,638.28
01-23-3055	HEALTH INSURANCE	105,562.86	105,562.86	7,987.84	37,934.72	67,628.14
01-23-3056	LIFE INS	634.14	634.14	13,140.77	26,459.81	-25,825.67
01-23-3057	DENTAL INSURANCE	6,104.54	6,104.54	461.18	2,195.40	3,909.14
01-23-3058	LONG-TERM DISABILITY	1,976.49	1,976.49	142.58	672.86	1,303.63
01-23-3060	VISION INSURANCE	981.24	981.24	60.12	286.11	695.13
	Category: 30 - SALARIES, WAGES, & BENEFITS Total:	**811,766.77**	**819,506.77**	**71,991.22**	**305,266.84**	**514,239.93**
Category: 35 - SUPPLIES						
01-23-3502	POSTAGE	100.00	100.00	0.00	0.00	100.00
01-23-3503	OFFICE SUPPLIES	6,390.00	6,390.00	464.99	2,363.60	4,026.40
01-23-3504	WEARING APPAREL	3,475.00	3,475.00	0.00	1,766.52	1,708.48
01-23-3510	BOOKS AND PERIODICALS	400.00	400.00	0.00	27.00	373.00
01-23-3523	TOOLS/EQUIPMENT	3,000.00	3,000.00	0.00	1,624.95	1,375.05
	Category: 35 - SUPPLIES Total:	**13,365.00**	**13,365.00**	**464.99**	**5,782.07**	**7,582.93**
Category: 45 - MAINTENANCE						
01-23-4501	FURN.FIXT. & OFF.MACH.	6,800.00	6,800.00	0.00	0.00	6,800.00
01-23-4503	RADIO AND RADAR EQUIPMENT	1,250.00	1,250.00	0.00	0.00	1,250.00
01-23-4505	TELEPHONE MAINTENANCE	13,400.00	13,400.00	0.00	0.00	13,400.00
01-23-4599	MISCELLANEOUS EQUIPMENT	600.00	600.00	0.00	506.14	93.86
	Category: 45 - MAINTENANCE Total:	**22,050.00**	**22,050.00**	**0.00**	**506.14**	**21,543.86**
Category: 50 - SERVICES						
01-23-5012	PRINTING	100.00	100.00	0.00	0.00	100.00
01-23-5014	MEDICAL EXPENSES	0.00	0.00	144.50	144.50	-144.50
01-23-5020	COMMUNICATIONS	3,000.00	3,000.00	69.54	440.57	2,559.43
01-23-5024	RADIO USAGE FEES	2,000.00	2,000.00	89.00	356.00	1,644.00
01-23-5027	MEMBERSHIPS	1,200.00	1,200.00	0.00	527.00	673.00
01-23-5029	TRAVEL/TRAINING	6,000.00	6,000.00	565.50	1,350.50	4,649.50
	Category: 50 - SERVICES Total:	**12,300.00**	**12,300.00**	**868.54**	**2,818.57**	**9,481.43**
Category: 60 - OTHER SERVICES						
01-23-6005	SURETY BONDS	600.00	600.00	0.00	0.00	600.00
	Category: 60 - OTHER SERVICES Total:	**600.00**	**600.00**	**0.00**	**0.00**	**600.00**
Category: 97 - INTERFUND ACTIVITY						
01-23-9771	TECHNOLOGY PURCHASE CONTRIBUTI	3,000.00	3,000.00	0.00	0.00	3,000.00
01-23-9772	TECHNOLOGY USER FEE	55,575.00	55,575.00	0.00	0.00	55,575.00
	Category: 97 - INTERFUND ACTIVITY Total:	**58,575.00**	**58,575.00**	**0.00**	**0.00**	**58,575.00**
	Department: 23 - COMMUNICATIONS Total:	**918,656.77**	**926,396.77**	**73,324.75**	**314,373.62**	**612,023.15**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 25 - FIRE DEPARTMENT						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-25-3001	SALARIES	869,756.93	869,756.93	64,061.72	323,835.68	545,921.25
01-25-3002	WAGES	142,751.00	142,751.00	2,858.79	20,182.20	122,568.80
01-25-3003	LONGEVITY	2,784.34	2,784.34	247.40	1,172.40	1,611.94
01-25-3007	OVERTIME	173,000.00	173,000.00	10,715.95	76,577.48	96,422.52
01-25-3009	VOLUNTEERS STIPEND	44,000.00	44,000.00	4,363.00	20,316.71	23,683.29
01-25-3010	INCENTIVES	35,439.46	35,439.46	1,006.09	5,357.45	30,082.01
01-25-3051	FICA/MEDICARE TAXES	90,479.70	90,479.70	6,150.38	33,175.26	57,304.44
01-25-3052	WORKMEN'S COMPENSATION	29,010.00	29,010.00	6,048.36	26,066.64	2,943.36
01-25-3053	EMPLOYMENT TAXES	2,160.00	2,160.00	1,409.62	5,499.20	-3,339.20
01-25-3054	RETIREMENT	148,554.88	148,554.88	10,720.39	77,223.81	71,331.07
01-25-3055	HEALTH INSURANCE	165,534.20	165,534.20	13,697.30	66,153.65	99,380.55
01-25-3056	LIFE INS	845.52	845.52	19,711.53	35,942.49	-35,096.97
01-25-3057	DENTAL INSURANCE	10,128.56	10,128.56	852.88	4,243.77	5,884.79
01-25-3058	LONG-TERM DISABILITY	3,546.49	3,546.49	313.91	1,402.41	2,144.08
01-25-3059	FIREFIGHTERS' RETIREMENT	26,000.00	26,000.00	0.00	4,354.00	21,646.00
01-25-3060	VISION INSURANCE	1,408.94	1,408.94	96.44	453.12	955.82
	Category: 30 - SALARIES, WAGES, & BENEFITS Total:	**1,745,400.02**	**1,745,400.02**	**142,253.76**	**701,956.27**	**1,043,443.75**
Category: 35 - SUPPLIES						
01-25-3502	SHIPPING/FREIGHT CHARGES	500.00	500.00	0.00	12.70	487.30
01-25-3503	OFFICE SUPPLIES	6,999.00	6,999.00	0.00	1,448.25	5,550.75
01-25-3504	WEARING APPAREL	46,350.00	46,350.00	369.96	5,250.94	41,099.06
01-25-3505	FIRE PREVENTION MATERIALS	2,900.00	2,900.00	0.00	59.98	2,840.02
01-25-3508	FILM AND CAMERA SUPPLIES	50.00	50.00	0.00	0.00	50.00
01-25-3510	BOOKS AND PERIODICALS	1,150.00	1,150.00	0.00	0.00	1,150.00
01-25-3515	MEDICAL SUPPLIES	30,000.00	30,000.00	0.00	12,688.69	17,311.31
01-25-3517	JANITORIAL SUPPLIES	1,400.00	1,400.00	0.00	572.77	827.23
01-25-3520	FOOD	8,999.00	8,999.00	0.00	1,920.41	7,078.59
01-25-3523	TOOLS/EQUIPMENT	61,000.00	61,000.00	0.00	18,850.12	42,149.88
01-25-3524	FEMA SUPPLIES	5,000.00	5,000.00	0.00	634.30	4,365.70
01-25-3525	FEMA EQUIPMENT	5,000.00	5,000.00	0.00	649.50	4,350.50
	Category: 35 - SUPPLIES Total:	**169,348.00**	**169,348.00**	**369.96**	**42,087.66**	**127,260.34**
Category: 45 - MAINTENANCE						
01-25-4501	FURN, FIXT, & OFFICE EQPT.	10,700.00	10,700.00	120.92	2,732.94	7,967.06
01-25-4503	RADIO AND RADAR EQUIPMENT	2,500.00	2,500.00	0.00	0.00	2,500.00
01-25-4599	MAINTENANCE-MISC EQUIPMENT	34,749.00	34,749.00	923.00	3,619.47	31,129.53
	Category: 45 - MAINTENANCE Total:	**47,949.00**	**47,949.00**	**1,043.92**	**6,352.41**	**41,596.59**
Category: 50 - SERVICES						
01-25-5012	PRINTING	750.00	750.00	0.00	0.00	750.00
01-25-5014	MEDICAL EXPENSES	1,000.00	1,000.00	0.00	0.00	1,000.00
01-25-5020	COMMUNICATIONS	5,000.00	5,000.00	93.81	453.49	4,546.51
01-25-5024	RADIO USAGE FEES	15,000.00	15,000.00	1,250.00	5,198.00	9,802.00
01-25-5027	MEMBERSHIPS	3,115.00	3,115.00	0.00	2,130.00	985.00
01-25-5029	TRAVEL/TRAINING	20,000.00	20,000.00	1,100.00	8,727.74	11,272.26
	Category: 50 - SERVICES Total:	**44,865.00**	**44,865.00**	**2,443.81**	**16,509.23**	**28,355.77**
Category: 54 - SUNDRY						
01-25-5405	LICENSES/PERMITS	1,299.00	1,299.00	0.00	0.00	1,299.00
	Category: 54 - SUNDRY Total:	**1,299.00**	**1,299.00**	**0.00**	**0.00**	**1,299.00**
Category: 55 - PROFESSIONAL SERVICES						
01-25-5508	MEDICAL AND OTHER WASTE-DISP	1,300.00	1,300.00	59.34	350.66	949.34
01-25-5512	ACCIDENT INSURANCE	5,300.00	5,300.00	0.00	0.00	5,300.00
01-25-5516	COLLECTION AGENCY FEES	48,000.00	48,000.00	2,233.14	12,108.23	35,891.77
	Category: 55 - PROFESSIONAL SERVICES Total:	**54,600.00**	**54,600.00**	**2,292.48**	**12,458.89**	**42,141.11**
	Department: 25 - FIRE DEPARTMENT Total:	**2,063,461.02**	**2,063,461.02**	**148,403.93**	**779,364.46**	**1,284,096.56**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 30 - PUBLIC WORKS						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-30-3001	SALARIES	174,476.14	174,476.14	13,032.96	63,302.95	111,173.19
01-30-3003	LONGEVITY	336.18	336.18	33.22	149.00	187.18
01-30-3007	OVERTIME	1,000.00	1,000.00	0.00	0.00	1,000.00
01-30-3010	INCENTIVES	1,800.00	1,800.00	300.00	600.00	1,200.00
01-30-3051	FICA/MEDICARE TAXES	13,291.16	13,291.16	992.76	4,753.66	8,537.50
01-30-3052	WORKMEN'S COMPENSATION	2,807.00	2,807.00	75.13	346.49	2,460.51
01-30-3053	EMPLOYMENT TAXES	288.00	288.00	113.78	481.96	-193.96
01-30-3054	RETIREMENT	24,902.34	24,902.34	1,884.64	8,965.47	15,936.87
01-30-3055	HEALTH INSURANCE	15,047.24	15,047.24	1,144.53	5,546.84	9,500.40
01-30-3056	LIFE INS	140.92	140.92	1,498.08	3,042.96	-2,902.04
01-30-3057	DENTAL INSURANCE	903.24	903.24	69.48	337.47	565.77
01-30-3058	LONG-TERM DISABILITY	676.55	676.55	63.86	243.39	433.16
01-30-3060	VISION INSURANCE	214.24	214.24	16.48	80.05	134.19
	Category: 30 - SALARIES, WAGES, & BENEFITS Total:	**235,883.01**	**235,883.01**	**19,224.92**	**87,850.24**	**148,032.77**
Category: 35 - SUPPLIES						
01-30-3502	POSTAGE/FREIGHT/DEL. FEE	100.00	100.00	0.00	13.55	86.45
01-30-3503	OFFICE SUPPLIES	1,500.00	1,500.00	0.00	1,497.60	2.40
01-30-3504	WEARING APPAREL	500.00	500.00	0.00	242.97	257.03
01-30-3510	BOOKS AND PERIODICALS	100.00	100.00	0.00	0.00	100.00
01-30-3520	FOOD	2,500.00	2,500.00	18.16	397.75	2,102.25
	Category: 35 - SUPPLIES Total:	**4,700.00**	**4,700.00**	**18.16**	**2,151.87**	**2,548.13**
Category: 45 - MAINTENANCE						
01-30-4501	FURNITURE AND EQUIPMENT	10,000.00	10,000.00	0.00	0.00	10,000.00
	Category: 45 - MAINTENANCE Total:	**10,000.00**	**10,000.00**	**0.00**	**0.00**	**10,000.00**
Category: 50 - SERVICES						
01-30-5012	PRINTING	300.00	300.00	51.10	51.10	248.90
01-30-5020	COMMUNICATIONS	2,000.00	2,000.00	69.54	356.95	1,643.05
01-30-5027	MEMBERSHIPS	350.00	350.00	0.00	0.00	350.00
01-30-5029	TRAVEL/TRAINING	4,000.00	4,000.00	0.00	0.00	4,000.00
	Category: 50 - SERVICES Total:	**6,650.00**	**6,650.00**	**120.64**	**408.05**	**6,241.95**
Category: 55 - PROFESSIONAL SERVICES						
01-30-5515	CONSULTANT SERVICES	20,000.00	20,000.00	1,900.00	7,800.00	12,200.00
	Category: 55 - PROFESSIONAL SERVICES Total:	**20,000.00**	**20,000.00**	**1,900.00**	**7,800.00**	**12,200.00**
Category: 97 - INTERFUND ACTIVITY						
01-30-9772	TECHNOLOGY USER FEE	1,750.00	1,750.00	0.00	0.00	1,750.00
	Category: 97 - INTERFUND ACTIVITY Total:	**1,750.00**	**1,750.00**	**0.00**	**0.00**	**1,750.00**
	Department: 30 - PUBLIC WORKS Total:	**278,983.01**	**278,983.01**	**21,263.72**	**98,210.16**	**180,772.85**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 31 - COMMUNITY DEVELOPMENT						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-31-3001	SALARIES	258,186.78	168,186.78	12,787.51	59,362.87	108,823.91
01-31-3003	LONGEVITY	191.88	191.88	18.46	80.94	110.94
01-31-3007	OVERTIME	1,000.00	1,000.00	46.53	68.89	931.11
01-31-3010	INCENTIVES	479.96	479.96	336.92	779.33	-299.37
01-31-3051	FICA/MEDICARE TAXES	18,669.96	18,669.96	934.73	4,252.74	14,417.22
01-31-3052	WORKMEN'S COMPENSATION	1,100.00	1,100.00	118.89	744.91	355.09
01-31-3053	EMPLOYMENT TAXES	576.00	576.00	572.30	1,167.76	-591.76
01-31-3054	RETIREMENT	36,640.07	36,640.07	1,781.45	8,361.69	28,278.38
01-31-3055	HEALTH INSURANCE	76,104.08	61,104.08	3,643.36	17,574.70	43,529.38
01-31-3056	LIFE INS	281.84	281.84	5,088.08	8,685.06	-8,403.22
01-31-3057	DENTAL INSURANCE	4,161.04	4,161.04	267.72	1,319.48	2,841.56
01-31-3058	LONG-TERM DISABILITY	688.26	688.26	59.95	259.92	428.34
01-31-3060	VISION INSURANCE	543.92	543.92	11.80	57.31	486.61
	Category: 30 - SALARIES, WAGES, & BENEFITS Total:	**398,623.79**	**293,623.79**	**25,667.70**	**102,715.60**	**190,908.19**
Category: 35 - SUPPLIES						
01-31-3503	OFFICE SUPPLIES	3,500.00	3,500.00	0.00	341.89	3,158.11
01-31-3504	WEARING APPAREL	900.00	900.00	0.00	115.00	785.00
01-31-3510	BOOKS AND PERIODICALS	700.00	700.00	0.00	0.00	700.00
01-31-3521	ANIMAL SHELTER	3,000.00	3,000.00	0.00	1,550.00	1,450.00
01-31-3523	TOOLS/EQUIPMENT	300.00	300.00	0.00	0.00	300.00
	Category: 35 - SUPPLIES Total:	**8,400.00**	**8,400.00**	**0.00**	**2,006.89**	**6,393.11**
Category: 50 - SERVICES						
01-31-5008	ABATEMENT/SUBSTANDARD PROPERTY	100.00	100.00	0.00	0.00	100.00
01-31-5012	PRINTING	600.00	600.00	51.10	110.70	489.30
01-31-5020	COMMUNICATIONS	4,500.00	4,500.00	69.54	356.95	4,143.05
01-31-5027	MEMBERSHIPS	900.00	900.00	0.00	0.00	900.00
01-31-5029	TRAVEL/TRAINING	7,500.00	7,500.00	0.00	205.85	7,294.15
	Category: 50 - SERVICES Total:	**13,600.00**	**13,600.00**	**120.64**	**673.50**	**12,926.50**
Category: 54 - SUNDRY						
01-31-5405	PERMITS AND FEES	0.00	0.00	0.00	66.85	-66.85
	Category: 54 - SUNDRY Total:	**0.00**	**0.00**	**0.00**	**66.85**	**-66.85**
Category: 55 - PROFESSIONAL SERVICES						
01-31-5515	CONSULTANT	75,000.00	180,000.00	10,080.00	59,978.94	120,021.06
	Category: 55 - PROFESSIONAL SERVICES Total:	**75,000.00**	**180,000.00**	**10,080.00**	**59,978.94**	**120,021.06**
Category: 65 - CAPITAL OUTLAY						
01-31-6571	OFFICE FURNITURE & EQUIPMENT	600.00	600.00	0.00	0.00	600.00
	Category: 65 - CAPITAL OUTLAY Total:	**600.00**	**600.00**	**0.00**	**0.00**	**600.00**
Category: 97 - INTERFUND ACTIVITY						
01-31-9772	TECHNOLOGY USER FEE	4,875.00	4,875.00	0.00	0.00	4,875.00
	Category: 97 - INTERFUND ACTIVITY Total:	**4,875.00**	**4,875.00**	**0.00**	**0.00**	**4,875.00**
	Department: 31 - COMMUNITY DEVELOPMENT Total:	**501,098.79**	**501,098.79**	**35,868.34**	**165,441.78**	**335,657.01**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 32 - STREETS						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-32-3001	SALARIES	150,173.87	150,173.87	12,136.48	54,245.70	95,928.17
01-32-3003	LONGEVITY	144.04	144.04	12.92	55.66	88.38
01-32-3007	OVERTIME	20,000.00	20,000.00	2,221.40	5,921.62	14,078.38
01-32-3010	INCENTIVES	2,479.96	2,479.96	36.92	179.33	2,300.63
01-32-3051	FICA/MEDICARE TAXES	12,228.17	12,228.17	1,009.02	4,190.09	8,038.08
01-32-3052	WORKMEN'S COMPENSATION	5,658.00	5,658.00	1,419.74	7,580.85	-1,922.85
01-32-3053	EMPLOYMENT TAXES	576.00	576.00	500.67	1,036.95	-460.95
01-32-3054	RETIREMENT	24,082.50	24,082.50	2,031.48	8,456.91	15,625.59
01-32-3055	HEALTH INSURANCE	49,387.26	49,387.26	4,242.20	19,232.31	30,154.95
01-32-3056	LIFE INS	211.38	211.38	5,894.28	11,847.06	-11,635.68
01-32-3057	DENTAL	3,120.78	3,120.78	267.72	1,223.86	1,896.92
01-32-3058	LONG-TERM DISABILITY	630.73	630.73	59.48	236.34	394.39
01-32-3060	VISION INSURANCE	320.84	320.84	30.04	135.79	185.05
	Category: 30 - SALARIES, WAGES, & BENEFITS Total:	**269,013.53**	**269,013.53**	**29,862.35**	**114,342.47**	**154,671.06**
Category: 35 - SUPPLIES						
01-32-3504	WEARING APPAREL	1,600.00	1,600.00	0.00	2,727.36	-1,127.36
01-32-3523	TOOLS/EQUIPMENT	3,000.00	3,000.00	0.00	936.41	2,063.59
01-32-3534	PARTS AND MATERIALS	90,000.00	90,000.00	7,760.75	20,508.11	69,491.89
	Category: 35 - SUPPLIES Total:	**94,600.00**	**94,600.00**	**7,760.75**	**24,171.88**	**70,428.12**
Category: 40 - MAINTENANCE--BLDGS, STRUC						
01-32-4002	STREET SIGNS	10,000.00	10,000.00	2,601.09	3,425.85	6,574.15
01-32-4003	STREET MAINTENANCE MAT'L	30,000.00	30,000.00	3,832.19	3,950.69	26,049.31
01-32-4004	SIDEWALK REPLACEMENT	25,000.00	25,000.00	0.00	0.00	25,000.00
	Category: 40 - MAINTENANCE--BLDGS, STRUC Total:	**65,000.00**	**65,000.00**	**6,433.28**	**7,376.54**	**57,623.46**
Category: 45 - MAINTENANCE						
01-32-4503	RADIO/RADAR EQUIPMENT	800.00	800.00	0.00	0.00	800.00
01-32-4598	ORNMNTL STREET LIGHT MAIN	1,000.00	1,000.00	0.00	0.00	1,000.00
	Category: 45 - MAINTENANCE Total:	**1,800.00**	**1,800.00**	**0.00**	**0.00**	**1,800.00**
Category: 50 - SERVICES						
01-32-5016	STREET LIGHTING	195,000.00	195,000.00	0.00	46,866.86	148,133.14
01-32-5020	COMMUNICATIONS	3,000.00	3,000.00	69.54	696.34	2,303.66
01-32-5022	RENTAL OF EQUIPMENT	1,000.00	1,000.00	0.00	0.00	1,000.00
01-32-5029	TRAVEL/TRAINING	5,000.00	5,000.00	0.00	1,896.52	3,103.48
	Category: 50 - SERVICES Total:	**204,000.00**	**204,000.00**	**69.54**	**49,459.72**	**154,540.28**
Category: 55 - PROFESSIONAL SERVICES						
01-32-5507	MOSQUITO SPRAYING	16,000.00	16,000.00	0.00	2,600.00	13,400.00
01-32-5515	CONSULTANT SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00
	Category: 55 - PROFESSIONAL SERVICES Total:	**21,000.00**	**21,000.00**	**0.00**	**2,600.00**	**18,400.00**
Category: 97 - INTERFUND ACTIVITY						
01-32-9772	TECHNOLOGY USER FEE	500.00	500.00	0.00	0.00	500.00
01-32-9791	EQUIPMENT USER FEE	30,000.00	30,000.00	0.00	0.00	30,000.00
	Category: 97 - INTERFUND ACTIVITY Total:	**30,500.00**	**30,500.00**	**0.00**	**0.00**	**30,500.00**
	Department: 32 - STREETS Total:	**685,913.53**	**685,913.53**	**44,125.92**	**197,950.61**	**487,962.92**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 33 - BUILDING MAINTENANCE						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-33-3001	SALARIES	58,444.62	58,444.62	4,366.14	21,206.97	37,237.65
01-33-3002	WAGES	24,000.00	24,000.00	2,091.75	10,260.21	13,739.79
01-33-3003	LONGEVITY	95.94	95.94	11.08	53.82	42.12
01-33-3007	OVERTIME	5,000.00	5,000.00	0.00	324.83	4,675.17
01-33-3051	FICA/MEDICARE TAXES	6,577.83	6,577.83	485.71	2,391.75	4,186.08
01-33-3052	WORKMEN'S COMPENSATION	1,382.00	1,382.00	501.24	2,052.56	-670.56
01-33-3053	EMPLOYMENT TAXES	288.00	288.00	321.30	774.19	-486.19
01-33-3054	RETIREMENT	8,959.22	8,959.22	617.18	2,774.36	6,184.86
01-33-3055	HEALTH INSURANCE	7,523.62	7,523.62	572.27	2,773.44	4,750.18
01-33-3056	LIFE INS	70.46	70.46	808.08	1,639.56	-1,569.10
01-33-3057	DENTAL	1,040.26	1,040.26	89.24	433.45	606.81
01-33-3058	LONG-TERM DISABILITY	266.47	266.47	21.40	92.14	174.33
01-33-3060	VISION INSURANCE	107.12	107.12	8.24	40.02	67.10
	Category: 30 - SALARIES, WAGES, & BENEFITS Total:	**113,755.54**	**113,755.54**	**9,893.63**	**44,817.30**	**68,938.24**
Category: 35 - SUPPLIES						
01-33-3504	WEARING APPAREL	1,000.00	1,000.00	0.00	0.00	1,000.00
01-33-3517	JANITORIAL SUPPLIES	8,500.00	8,500.00	1,653.36	1,899.20	6,600.80
01-33-3523	TOOLS/EQUIPMENT	750.00	750.00	0.00	318.03	431.97
01-33-3540	POWERED EQUIPMENT	1,200.00	1,200.00	0.00	0.00	1,200.00
01-33-3541	SAFETY PRODUCTS	750.00	750.00	160.98	200.98	549.02
01-33-3542	FIRST AID	500.00	500.00	0.00	0.00	500.00
01-33-3543	SECURITY SUPPLIES	5,000.00	5,000.00	0.00	0.00	5,000.00
	Category: 35 - SUPPLIES Total:	**17,700.00**	**17,700.00**	**1,814.34**	**2,418.21**	**15,281.79**
Category: 40 - MAINTENANCE--BLDGS, STRUC						
01-33-4001	MAINTENANCE-BLDG & GROUNDS	4,500.00	4,500.00	0.00	591.06	3,908.94
01-33-4011	CITY HALL/CIVIC CENTER BUILDING MAINTEN...	11,000.00	11,000.00	1,297.00	2,516.80	8,483.20
01-33-4021	POLICE DEPARTMENT BUILDING MAINTENAN...	15,000.00	15,000.00	2,455.35	8,243.72	6,756.28
01-33-4025	FIRE DEPARTMENT BUILDING MAINTENANCE	10,000.00	10,000.00	0.00	10,138.28	-138.28
01-33-4030	PUBLIC WORKS BULDING MAINTENANCE	4,500.00	4,500.00	0.00	5,160.50	-660.50
	Category: 40 - MAINTENANCE--BLDGS, STRUC Total:	**45,000.00**	**45,000.00**	**3,752.35**	**26,650.36**	**18,349.64**
Category: 45 - MAINTENANCE						
01-33-4501	FURN.,FIXT.,& OFF. MACH.	2,000.00	2,000.00	0.00	0.00	2,000.00
	Category: 45 - MAINTENANCE Total:	**2,000.00**	**2,000.00**	**0.00**	**0.00**	**2,000.00**
Category: 50 - SERVICES						
01-33-5017	UTILITIES	103,000.00	103,000.00	200.61	28,626.45	74,373.55
01-33-5029	TRAVEL AND TRAINING	1,000.00	1,000.00	0.00	0.00	1,000.00
01-33-5040	BUILDING MAINT-OUTSOURCING	0.00	0.00	0.00	1,700.72	-1,700.72
	Category: 50 - SERVICES Total:	**104,000.00**	**104,000.00**	**200.61**	**30,327.17**	**73,672.83**
Category: 55 - PROFESSIONAL SERVICES						
01-33-5521	PEST CONTROL SERVICES	6,000.00	6,000.00	0.00	417.19	5,582.81
01-33-5529	CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00
01-33-5530	PROFESSIONAL SERVICES	5,000.00	5,000.00	0.00	584.55	4,415.45
	Category: 55 - PROFESSIONAL SERVICES Total:	**16,000.00**	**16,000.00**	**0.00**	**1,001.74**	**14,998.26**
Category: 65 - CAPITAL OUTLAY						
01-33-6580	BLDG & GROUND IMPROVEMENT	75,000.00	75,000.00	1,055.29	1,055.29	73,944.71
	Category: 65 - CAPITAL OUTLAY Total:	**75,000.00**	**75,000.00**	**1,055.29**	**1,055.29**	**73,944.71**
	Department: 33 - BUILDING MAINTENANCE Total:	**373,455.54**	**373,455.54**	**16,716.22**	**106,270.07**	**267,185.47**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 35 - SOLID WASTE						
Category: 55 - PROFESSIONAL SERVICES						
01-35-5508	SOLID WASTECOLLECTION SERVICES	397,113.16	397,113.16	29,497.56	121,839.90	275,273.26
01-35-5509	STORM CLEAN-UP-DEBRIS REMOVAL	2,900.00	2,900.00	0.00	0.00	2,900.00
01-35-5519	RECYCLING PROGRAM	99,702.00	99,702.00	7,869.54	31,478.16	68,223.84
	Category: 55 - PROFESSIONAL SERVICES Total:	**499,715.16**	**499,715.16**	**37,367.10**	**153,318.06**	**346,397.10**
	Department: 35 - SOLID WASTE Total:	**499,715.16**	**499,715.16**	**37,367.10**	**153,318.06**	**346,397.10**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 36 - FLEET SERVICES						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-36-3001	SALARIES	127,880.06	127,880.06	9,495.76	46,021.07	81,858.99
01-36-3003	LONGEVITY	431.86	431.86	40.62	194.92	236.94
01-36-3007	OVERTIME	12,000.00	12,000.00	929.67	3,139.19	8,860.81
01-36-3010	INCENTIVES	2,600.08	2,600.08	83.08	403.53	2,196.55
01-36-3051	FICA/MEDICARE TAXES	10,208.67	10,208.67	769.40	3,625.09	6,583.58
01-36-3052	WORKMEN'S COMPENSATION	2,246.00	2,246.00	697.04	2,949.89	-703.89
01-36-3053	EMPLOYMENT TAXES	416.00	416.00	195.30	470.47	-54.47
01-36-3054	RETIREMENT	20,380.74	20,380.74	1,493.28	6,992.81	13,387.93
01-36-3055	HEALTH INSURANCE	20,447.44	20,447.44	2,079.20	9,995.19	10,452.25
01-36-3056	LIFE INS	140.92	140.92	2,884.99	5,816.78	-5,675.86
01-36-3057	DENTAL	1,491.88	1,491.88	178.48	860.53	631.35
01-36-3058	LONG-TERM DISABILITY	539.36	539.36	46.74	200.81	338.55
01-36-3060	VISION INSURANCE	201.50	201.50	18.24	88.13	113.37
	Category: 30 - SALARIES, WAGES, & BENEFITS Total:	**198,984.51**	**198,984.51**	**18,911.80**	**80,758.41**	**118,226.10**
Category: 35 - SUPPLIES						
01-36-3503	OFFICE SUPPLIES	500.00	500.00	0.00	0.00	500.00
01-36-3504	WEARING APPAREL	800.00	800.00	0.00	407.75	392.25
01-36-3510	MANUALS AND PERIODICALS	500.00	500.00	0.00	72.95	427.05
01-36-3514	FUEL AND OIL	135,000.00	135,000.00	12,183.92	60,621.96	74,378.04
01-36-3523	TOOLS/EQUIPMENT	12,500.00	12,500.00	0.00	455.18	12,044.82
01-36-3529	VEHICLE REPAIR PARTS	48,000.00	48,000.00	987.02	16,166.50	31,833.50
01-36-3535	SHOP SUPPLIES	5,000.00	5,000.00	1,257.80	2,500.02	2,499.98
	Category: 35 - SUPPLIES Total:	**202,300.00**	**202,300.00**	**14,428.74**	**80,224.36**	**122,075.64**
Category: 45 - MAINTENANCE						
01-36-4520	AUTO REPAIR/OUTSOURCED	55,000.00	55,000.00	14,759.56	32,437.43	22,562.57
	Category: 45 - MAINTENANCE Total:	**55,000.00**	**55,000.00**	**14,759.56**	**32,437.43**	**22,562.57**
Category: 50 - SERVICES						
01-36-5020	COMMUNICATIONS	2,040.02	2,040.02	41.54	538.16	1,501.86
01-36-5022	RENTAL EQUIPMENT	360.00	360.00	0.00	0.00	360.00
01-36-5027	MEMBERSHIP	750.00	750.00	0.00	0.00	750.00
01-36-5029	TRAVEL/TRAINING	8,500.00	8,500.00	0.00	120.00	8,380.00
	Category: 50 - SERVICES Total:	**11,650.02**	**11,650.02**	**41.54**	**658.16**	**10,991.86**
Category: 54 - SUNDRY						
01-36-5405	LICENSES/PERMITS	850.00	850.00	83.75	310.29	539.71
	Category: 54 - SUNDRY Total:	**850.00**	**850.00**	**83.75**	**310.29**	**539.71**
Category: 65 - CAPITAL OUTLAY						
01-36-6572	SPECIAL EQUIPMENT	5,000.00	5,000.00	0.00	2,247.23	2,752.77
01-36-6574	COMPUTER SOFTWARE	8,900.00	8,900.00	0.00	3,101.94	5,798.06
	Category: 65 - CAPITAL OUTLAY Total:	**13,900.00**	**13,900.00**	**0.00**	**5,349.17**	**8,550.83**
Category: 97 - INTERFUND ACTIVITY						
01-36-9772	TECHNOLOGY USER FEE	1,000.00	1,000.00	0.00	0.00	1,000.00
	Category: 97 - INTERFUND ACTIVITY Total:	**1,000.00**	**1,000.00**	**0.00**	**0.00**	**1,000.00**
	Department: 36 - FLEET SERVICES Total:	**483,684.53**	**483,684.53**	**48,225.39**	**199,737.82**	**283,946.71**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 38 - RECREATION						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-38-3001	SALARIES	60,700.29	60,700.29	4,000.00	19,473.23	41,227.06
01-38-3002	WAGES	59,000.00	59,000.00	0.00	1,484.57	57,515.43
01-38-3003	LONGEVITY	95.94	95.94	0.00	6.33	89.61
01-38-3051	FICA/MEDICARE TAXES	8,786.78	8,786.78	301.08	1,559.78	7,227.00
01-38-3053	EMPLOYMENT TAXES	288.00	288.00	242.25	1,346.39	-1,058.39
01-38-3054	RETIREMENT	8,572.27	8,572.27	569.20	2,747.17	5,825.10
01-38-3055	HEALTH INSURANCE	20,564.18	20,564.18	561.04	3,565.66	16,998.52
01-38-3056	LIFE INS	70.46	70.46	757.97	3,061.84	-2,991.38
01-38-3057	DENTAL	1,040.26	1,040.26	34.74	215.45	824.81
01-38-3058	LONG-TERM DISABILITY	254.94	254.94	19.78	85.25	169.69
01-38-3060	VISION INSURANCE	153.40	153.40	8.24	32.96	120.44
	Category: 30 - SALARIES, WAGES, & BENEFITS Total:	**159,526.52**	**159,526.52**	**6,494.30**	**33,578.63**	**125,947.89**
Category: 35 - SUPPLIES						
01-38-3503	OFFICE SUPPLIES	500.00	500.00	0.00	0.00	500.00
01-38-3504	WEARING APPAREL	1,500.00	1,500.00	0.00	451.84	1,048.16
01-38-3506	CHEMICALS	500.00	500.00	0.00	0.00	500.00
01-38-3517	JANITORIAL SUPPLIES	300.00	300.00	0.00	0.00	300.00
01-38-3523	TOOLS/EQUIPMENT	250.00	250.00	0.00	0.00	250.00
01-38-3526	MINOR EQUIPMENT	250.00	250.00	0.00	0.00	250.00
01-38-3531	RECREATION & EVENTS	2,500.00	2,500.00	0.00	1,080.15	1,419.85
01-38-3532	RECREATION AWARDS/PRIZES	1,000.00	1,000.00	0.00	1,030.57	-30.57
01-38-3542	FIRST AID	250.00	250.00	0.00	0.00	250.00
01-38-3547	POOL SUPPLIES	4,000.00	4,000.00	0.00	747.89	3,252.11
	Category: 35 - SUPPLIES Total:	**11,050.00**	**11,050.00**	**0.00**	**3,310.45**	**7,739.55**
Category: 45 - MAINTENANCE						
01-38-4512	EQUIPMENT MAINTENANCE	500.00	500.00	0.00	0.00	500.00
	Category: 45 - MAINTENANCE Total:	**500.00**	**500.00**	**0.00**	**0.00**	**500.00**
Category: 50 - SERVICES						
01-38-5012	PRINTING	4,000.00	4,000.00	0.00	1,540.00	2,460.00
01-38-5020	COMMUNICATIONS	0.00	0.00	36.92	147.68	-147.68
01-38-5022	EQUIPMENT RENTAL	500.00	500.00	0.00	0.00	500.00
01-38-5027	MEMBERSHIPS/SUBCRIPTIONS	750.00	750.00	0.00	85.90	664.10
01-38-5029	TRAVEL/TRAINING	1,000.00	1,000.00	0.00	690.00	310.00
01-38-5043	GENERAL ADVERTISING	1,800.00	1,800.00	0.00	275.90	1,524.10
01-38-5046	SPRING FLING	2,000.00	2,000.00	0.00	0.00	2,000.00
01-38-5047	EGG HUNTS	2,000.00	2,000.00	0.00	0.00	2,000.00
01-38-5048	FOURTH OF JULY	3,200.00	3,200.00	0.00	0.00	3,200.00
01-38-5049	FALL FROLIC	2,500.00	2,500.00	0.00	2,763.14	-263.14
01-38-5050	HOLIDAY IN THE VILLAGE	5,500.00	5,500.00	0.00	5,494.94	5.06
01-38-5051	FOOD TRUCK RALLY	3,000.00	3,000.00	0.00	2,747.03	252.97
01-38-5052	CONCERT SERIES	4,000.00	4,000.00	0.00	3,927.54	72.46
01-38-5053	MOVIE SERIES	1,800.00	1,800.00	0.00	1,183.51	616.49
01-38-5054	POOL EVENTS	1,000.00	1,000.00	0.00	0.00	1,000.00
01-38-5055	RECREATIONAL ACTIVITIES	4,000.00	4,000.00	0.00	949.87	3,050.13
	Category: 50 - SERVICES Total:	**37,050.00**	**37,050.00**	**36.92**	**19,805.51**	**17,244.49**
Category: 55 - PROFESSIONAL SERVICES						
01-38-5530	PROFESSIONAL SERVICES	11,500.00	11,500.00	-1,000.00	-1,000.00	12,500.00
	Category: 55 - PROFESSIONAL SERVICES Total:	**11,500.00**	**11,500.00**	**-1,000.00**	**-1,000.00**	**12,500.00**
Category: 97 - INTERFUND ACTIVITY						
01-38-9772	TECHNOLOGY USER FEE	375.00	375.00	0.00	0.00	375.00
	Category: 97 - INTERFUND ACTIVITY Total:	**375.00**	**375.00**	**0.00**	**0.00**	**375.00**
	Department: 38 - RECREATION Total:	**220,001.52**	**220,001.52**	**5,531.22**	**55,694.59**	**164,306.93**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 39 - PARKS						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-39-3001	SALARIES	442,309.29	442,309.29	32,348.36	157,184.01	285,125.28
01-39-3003	LONGEVITY	3,071.90	3,071.90	258.48	1,241.73	1,830.17
01-39-3007	OVERTIME	2,000.00	2,000.00	0.00	0.00	2,000.00
01-39-3010	INCENTIVES	600.08	600.08	46.16	224.21	375.87
01-39-3051	FICA/MEDICARE TAXES	32,599.19	32,599.19	2,363.08	11,481.62	21,117.57
01-39-3052	WORKMEN'S COMPENSATION	8,326.00	8,326.00	1,688.48	7,187.08	1,138.92
01-39-3053	EMPLOYMENT TAXES	1,184.00	1,184.00	906.08	2,266.97	-1,082.97
01-39-3054	RETIREMENT	63,165.36	63,165.36	4,604.08	22,205.90	40,959.46
01-39-3055	HEALTH INSURANCE	104,075.14	104,075.14	8,488.49	41,127.76	62,947.38
01-39-3056	LIFE INS	563.68	563.68	11,716.84	23,576.23	-23,012.55
01-39-3057	DENTAL	6,104.54	6,104.54	550.42	2,673.47	3,431.07
01-39-3058	LONG-TERM DISABILITY	1,586.58	1,586.58	158.50	682.81	903.77
01-39-3060	VISION INSURANCE	1,005.94	1,005.94	46.52	225.95	779.99
	Category: 30 - SALARIES, WAGES, & BENEFITS Total:	**666,591.70**	**666,591.70**	**63,175.49**	**270,077.74**	**396,513.96**
Category: 35 - SUPPLIES						
01-39-3503	OFFICE SUPPLIES	250.00	250.00	0.00	298.31	-48.31
01-39-3504	WEARING APPAREL	3,000.00	3,000.00	111.22	419.54	2,580.46
01-39-3506	CHEMICALS	6,500.00	6,500.00	0.00	0.00	6,500.00
01-39-3517	JANITORIAL SUPPLIES	1,000.00	1,000.00	0.00	377.54	622.46
01-39-3523	TOOLS/EQUIPMENT	1,500.00	1,500.00	172.82	1,314.97	185.03
01-39-3526	MINOR EQUIPMENT	3,000.00	3,000.00	0.00	1,850.75	1,149.25
01-39-3534	EQUIP REPAIR PARTS	5,000.00	5,000.00	133.62	1,298.88	3,701.12
01-39-3536	LANDSCAPING MATERIALS	9,500.00	9,500.00	0.00	2,552.21	6,947.79
01-39-3542	FIRST AID	500.00	500.00	0.00	69.97	430.03
01-39-3544	IRRIGATION SUPPLIES	2,000.00	2,000.00	0.00	397.68	1,602.32
01-39-3545	POOL JANITORIAL SUPPLIES	750.00	750.00	0.00	0.00	750.00
01-39-3546	SPLASH PAD CHEMICALS	2,000.00	2,000.00	0.00	0.00	2,000.00
01-39-3547	POOL CHEMICALS	13,000.00	13,000.00	805.00	1,485.06	11,514.94
	Category: 35 - SUPPLIES Total:	**48,000.00**	**48,000.00**	**1,222.66**	**10,064.91**	**37,935.09**
Category: 40 - MAINTENANCE--BLDGS, STRUC						
01-39-4007	POOL MAINTENANCE	3,000.00	3,000.00	0.00	0.00	3,000.00
01-39-4008	PARK MAINTENANCE	0.00	0.00	724.17	1,113.80	-1,113.80
01-39-4031	SPLASH PAD MAINTENANCE	1,500.00	1,500.00	0.00	0.00	1,500.00
01-39-4032	CAROL FOX PARK	5,000.00	5,000.00	0.00	942.00	4,058.00
01-39-4033	CLARK HENRY PARK	5,000.00	5,000.00	0.00	5,137.08	-137.08
01-39-4034	PHILLIPINE PARK	1,500.00	1,500.00	0.00	0.00	1,500.00
01-39-4035	DOG PARK	2,500.00	2,500.00	0.00	825.99	1,674.01
01-39-4036	OPEN GREEN SPACE/POCKET PARKS	1,000.00	1,000.00	0.00	86.14	913.86
01-39-4037	HIKE AND BIKE TRAILS	1,000.00	1,000.00	0.00	0.00	1,000.00
01-39-4038	TREE MAINTENANCE AND TREE CITY USA	1,500.00	1,500.00	0.00	231.89	1,268.11
	Category: 40 - MAINTENANCE--BLDGS, STRUC Total:	**22,000.00**	**22,000.00**	**724.17**	**8,336.90**	**13,663.10**
Category: 45 - MAINTENANCE						
01-39-4511	VEHICLE MAINTENANCE	1,000.00	1,000.00	0.00	27.96	972.04
01-39-4512	EQUIPMENT MAINTENANCE	2,500.00	2,500.00	0.00	46.37	2,453.63
	Category: 45 - MAINTENANCE Total:	**3,500.00**	**3,500.00**	**0.00**	**74.33**	**3,425.67**
Category: 50 - SERVICES						
01-39-5012	PRINTING	1,000.00	1,000.00	0.00	0.00	1,000.00
01-39-5020	COMMUNICATIONS	1,800.00	1,800.00	69.54	356.95	1,443.05
01-39-5022	EQUIPMENT RENTAL	1,000.00	1,000.00	0.00	0.00	1,000.00
01-39-5027	MEMBERSHIPS/SUBCRIPTIONS	500.00	500.00	0.00	612.30	-112.30
01-39-5029	TRAVEL/TRAINING	3,000.00	3,000.00	0.00	2,373.37	626.63
	Category: 50 - SERVICES Total:	**7,300.00**	**7,300.00**	**69.54**	**3,342.62**	**3,957.38**
Category: 55 - PROFESSIONAL SERVICES						
01-39-5529	CONTRACTUAL SERVICES	1,000.00	1,000.00	0.00	500.00	500.00

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
01-39-5530	PROFESSIONAL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00
	Category: 55 - PROFESSIONAL SERVICES Total:	**2,000.00**	**2,000.00**	**0.00**	**500.00**	**1,500.00**
Category: 65 - CAPITAL OUTLAY						
01-39-6516	PARKS & LANDSCAPING PROJS	30,000.00	30,000.00	0.00	1,548.13	28,451.87
01-39-6598	MISCELLANEOUS EQUIPMENT	10,000.00	10,000.00	685.02	2,042.87	7,957.13
	Category: 65 - CAPITAL OUTLAY Total:	**40,000.00**	**40,000.00**	**685.02**	**3,591.00**	**36,409.00**
Category: 97 - INTERFUND ACTIVITY						
01-39-9772	TECHNOLOGY USER FEE	1,000.00	1,000.00	0.00	0.00	1,000.00
01-39-9791	EQUIPMENT USER FEE	11,800.00	11,800.00	0.00	0.00	11,800.00
	Category: 97 - INTERFUND ACTIVITY Total:	**12,800.00**	**12,800.00**	**0.00**	**0.00**	**12,800.00**
	Department: 39 - PARKS Total:	**802,191.70**	**802,191.70**	**65,876.88**	**295,987.50**	**506,204.20**
	Fund: 01 - GENERAL FUND Surplus (Deficit):	**516.10**	**-65,653.90**	**1,883,419.14**	**4,587,666.59**	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 03 - DEBT SERVICE FUND						
Department: 50 - 50						
Category: 72 - PROPERTY TAXES						
03-50-7201	CURRENT PROPERTY TAXES	1,454,925.74	1,454,925.74	490,273.19	1,389,357.04	65,568.70
03-50-7202	DELINQUENT PROPERTY TAX	30,000.00	30,000.00	415.77	-23,465.58	53,465.58
03-50-7203	PENALTY, INTEREST, COSTS	15,000.00	15,000.00	844.40	1,382.04	13,617.96
	Category: 72 - PROPERTY TAXES Total:	**1,499,925.74**	**1,499,925.74**	**491,533.36**	**1,367,273.50**	**132,652.24**
Category: 96 - INTEREST EARNED						
03-50-9601	INTEREST EARNED	5,000.00	5,000.00	34.58	75.54	4,924.46
	Category: 96 - INTEREST EARNED Total:	**5,000.00**	**5,000.00**	**34.58**	**75.54**	**4,924.46**
Category: 97 - INTERFUND ACTIVITY						
03-50-9752	TRANSFER FROM UTILITY FUND	87,815.00	87,815.00	0.00	0.00	87,815.00
	Category: 97 - INTERFUND ACTIVITY Total:	**87,815.00**	**87,815.00**	**0.00**	**0.00**	**87,815.00**
	Department: 50 - 50 Total:	**1,592,740.74**	**1,592,740.74**	**491,567.94**	**1,367,349.04**	**225,391.70**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 51 - DEBT SERVICE						
Category: 61 - DEBT SERVICE						
03-51-6121	PRINCIPAL/DEBT SERVICE	1,290,000.00	1,290,000.00	0.00	0.00	1,290,000.00
03-51-6122	INTEREST/DEBT SERVICE	236,850.00	236,850.00	0.00	0.00	236,850.00
03-51-6123	MAINTENANCE FEE/DEBT SERVICE	9,000.00	9,000.00	0.00	0.00	9,000.00
	Category: 61 - DEBT SERVICE Total:	**1,535,850.00**	**1,535,850.00**	**0.00**	**0.00**	**1,535,850.00**
	Department: 51 - DEBT SERVICE Total:	**1,535,850.00**	**1,535,850.00**	**0.00**	**0.00**	**1,535,850.00**
	Fund: 03 - DEBT SERVICE FUND Surplus (Deficit):	**56,890.74**	**56,890.74**	**491,567.94**	**1,367,349.04**	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 05 - MOTEL TAX FUND						
Department: 55 - 55						
Category: 75 - OTHER TAXES						
05-55-7635	MOTEL OCCUPANCY TAX	70,000.00	70,000.00	4,162.85	85,266.12	-15,266.12
	Category: 75 - OTHER TAXES Total:	**70,000.00**	**70,000.00**	**4,162.85**	**85,266.12**	**-15,266.12**
Category: 96 - INTEREST EARNED						
05-55-9601	INTEREST EARNED	500.00	500.00	15.66	56.05	443.95
	Category: 96 - INTEREST EARNED Total:	**500.00**	**500.00**	**15.66**	**56.05**	**443.95**
	Department: 55 - 55 Total:	**70,500.00**	**70,500.00**	**4,178.51**	**85,322.17**	**-14,822.17**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 56 - MOTEL TAX						
Category: 50 - SERVICES						
05-56-5043	GENERAL ADVERTISING	7,000.00	7,000.00	0.00	0.00	7,000.00
05-56-5044	ADVERTISING	34,900.00	34,900.00	0.00	2,160.00	32,740.00
	Category: 50 - SERVICES Total:	**41,900.00**	**41,900.00**	**0.00**	**2,160.00**	**39,740.00**
Category: 97 - INTERFUND ACTIVITY						
05-56-9751	TRANSFER TO GENERAL FUND	19,570.00	19,570.00	0.00	0.00	19,570.00
	Category: 97 - INTERFUND ACTIVITY Total:	**19,570.00**	**19,570.00**	**0.00**	**0.00**	**19,570.00**
	Department: 56 - MOTEL TAX Total:	**61,470.00**	**61,470.00**	**0.00**	**2,160.00**	**59,310.00**
	Fund: 05 - MOTEL TAX FUND Surplus (Deficit):	**9,030.00**	**9,030.00**	**4,178.51**	**83,162.17**	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 10 - CAPITAL IMPROVEMENTS FUND						
Department: 90 - 90						
Category: 96 - INTEREST EARNED						
10-90-9601	INTEREST EARNED	5,000.00	5,000.00	234.71	723.37	4,276.63
	Category: 96 - INTEREST EARNED Total:	**5,000.00**	**5,000.00**	**234.71**	**723.37**	**4,276.63**
Category: 98 - MISCELLANEOUS REVENUE						
10-90-9891	BOND PROCEEDS	20,000,000.00	20,000,000.00	0.00	0.00	20,000,000.00
	Category: 98 - MISCELLANEOUS REVENUE Total:	**20,000,000.00**	**20,000,000.00**	**0.00**	**0.00**	**20,000,000.00**
Category: 99 - OTHER AGENCY REVENUES						
10-90-9904	GRANT	0.00	0.00	0.00	1,500,000.00	-1,500,000.00
10-90-9910	AMERICAN RESCUE PLAN	502,515.00	502,515.00	0.00	0.00	502,515.00
	Category: 99 - OTHER AGENCY REVENUES Total:	**502,515.00**	**502,515.00**	**0.00**	**1,500,000.00**	**-997,485.00**
	Department: 90 - 90 Total:	**20,507,515.00**	**20,507,515.00**	**234.71**	**1,500,723.37**	**19,006,791.63**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 91 - 91						
Category: 70 - CAPITAL IMPROVEMENTS						
10-91-7012	E 127 IMPROVEMENTS	200,000.00	200,000.00	126,155.56	231,012.33	-31,012.33
10-91-7013	WALL STREET NEIGHBORHOOD DRAINAGE	0.00	0.00	10,100.00	22,725.00	-22,725.00
10-91-7014	FY 17 -HOME ELEV GRANT ADM SER	0.00	0.00	0.00	63,751.70	-63,751.70
10-91-7016	ELEVATIONS FY 20 GRANT	0.00	0.00	0.00	-742.00	742.00
10-91-7017	ELEVATION FY 21	600,000.00	600,000.00	0.00	0.00	600,000.00
10-91-7037	FIRE STATION GENERATOR	0.00	0.00	0.00	0.00	0.00
10-91-7038	POLICE GENERATOR	0.00	0.00	0.00	0.00	0.00
10-91-7039	EXHAUST SYSTEM FOR APPARATUS BAYS	100,000.00	100,000.00	0.00	0.00	100,000.00
10-91-7096	ROOF REPAIRS AT CIVIC CENTER	15,000.00	15,000.00	0.00	0.00	15,000.00
10-91-7103	NEW CITY HALL - CONSTRUCTION	10,500,000.00	10,500,000.00	0.00	0.00	10,500,000.00
10-91-7105	PARK IMPROVEMENTS	50,000.00	50,000.00	0.00	0.00	50,000.00
10-91-7117	GOLF COURSE IRRIGATION PROJECT	0.00	0.00	1,000.00	5,000.00	-5,000.00
10-91-7130	FACILITIES IMPROVEMENT	50,000.00	50,000.00	0.00	3,630.55	46,369.45
10-91-7131	GOLF COURSE CONVENTION CENTER	7,500,000.00	7,500,000.00	0.00	518.00	7,499,482.00
10-91-7134	STREET PANELS REPLACEMENT (2)	105,000.00	105,000.00	4,400.00	40,878.00	64,122.00
10-91-7136	GATEWAY ENTRANCE	0.00	0.00	1,325.00	287,236.80	-287,236.80
10-91-7137	SIDEWALK REPL & ADD	200,000.00	200,000.00	0.00	0.00	200,000.00
10-91-7138	SEATTLE ST (SENATE W TO DEAD END)	1,500,000.00	1,500,000.00	8,773.10	58,257.70	1,441,742.30
10-91-7139	FY 23 STREET PROJECT	100,000.00	100,000.00	0.00	5,546.20	94,453.80
10-91-7141	POOL HOUSE RESTROOMS FIXT	15,000.00	15,000.00	15,000.00	15,000.00	0.00
10-91-7142	PMP DOG PARK IMP	35,000.00	35,000.00	0.00	0.00	35,000.00
10-91-7143	PMP JERSEY MEADOW NATURE TRAIL & FOU…	50,000.00	50,000.00	0.00	0.00	50,000.00
10-91-7144	ROCK WALL POOL AMMENITY	50,000.00	50,000.00	2,400.00	47,400.00	2,600.00
10-91-7145	PMP CAROL FOX RESTROOM	100,000.00	100,000.00	0.00	0.00	100,000.00
10-91-7146	LED LIGHTING AT POLICE DEPT BLDG	20,000.00	20,000.00	0.00	0.00	20,000.00
10-91-7147	PROP ROOM REMODEL WATER LINE WASHER…	53,000.00	53,000.00	181.13	31,404.51	21,595.49
10-91-7148	DECORATIVE STREET LIGHTS	250,000.00	250,000.00	0.00	289,465.00	-39,465.00
10-91-7149	NEW TEE SIGNS & MARKERS	31,500.00	31,500.00	2,238.96	29,920.42	1,579.58
10-91-7150	DRIVING RANGE NETS	60,000.00	60,000.00	0.00	0.00	60,000.00
10-91-7151	GOLF COURSE RIO GRANDE FENCE	92,000.00	92,000.00	0.00	53,000.00	39,000.00
	Category: 70 - CAPITAL IMPROVEMENTS Total:	**21,676,500.00**	**21,676,500.00**	**171,573.75**	**1,184,004.21**	**20,492,495.79**
	Department: 91 - 91 Total:	**21,676,500.00**	**21,676,500.00**	**171,573.75**	**1,184,004.21**	**20,492,495.79**
	Fund: 10 - CAPITAL IMPROVEMENTS FUND Surplus (Deficit):	**-1,168,985.00**	**-1,168,985.00**	**-171,339.04**	**316,719.16**	
	Total Surplus (Deficit):	**-1,102,548.16**	**-1,168,718.16**	**2,207,826.55**	**6,354,896.96**	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Group Summary

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 01 - GENERAL FUND					
Department: 10 - REVENUES					
72 - PROPERTY TAXES	6,811,278.00	6,811,278.00	2,293,347.80	6,362,921.96	448,356.04
75 - OTHER TAXES	4,887,850.00	4,887,850.00	468,127.17	2,543,800.93	2,344,049.07
80 - FINES WARRANTS & BONDS	918,000.00	918,000.00	50,907.30	237,920.63	680,079.37
85 - FEE & CHARGES FOR SERVICE	379,750.00	379,750.00	29,140.24	152,515.00	227,235.00
90 - LICENSES & PERMITS	151,700.00	151,700.00	35,160.93	133,737.12	17,962.88
96 - INTEREST EARNED	10,000.00	10,000.00	756.40	2,490.04	7,509.96
97 - INTERFUND ACTIVITY	3,797,033.41	3,797,033.41	0.00	9,103.71	3,787,929.70
98 - MISCELLANEOUS REVENUE	60,000.00	60,000.00	2,484.79	30,267.89	29,732.11
99 - OTHER AGENCY REVENUES	30,000.00	30,000.00	2,522.23	2,522.23	27,477.77
Department: 10 - REVENUES Total:	**17,045,611.41**	**17,045,611.41**	**2,882,446.86**	**9,475,279.51**	**7,570,331.90**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 11 - ADMINISTRATIVE SERVICE					
30 - SALARIES, WAGES, & BENEFITS	593,548.89	593,548.89	46,022.50	216,936.30	376,612.59
35 - SUPPLIES	14,350.00	14,350.00	139.94	4,917.71	9,432.29
45 - MAINTENANCE	2,000.00	2,000.00	0.00	993.56	1,006.44
50 - SERVICES	75,251.00	75,251.00	1,388.43	19,961.26	55,289.74
54 - SUNDRY	21,000.00	21,000.00	0.00	0.00	21,000.00
60 - OTHER SERVICES	300.00	300.00	0.00	0.00	300.00
97 - INTERFUND ACTIVITY	4,250.00	4,250.00	0.00	0.00	4,250.00
Department: 11 - ADMINISTRATIVE SERVICE Total:	**710,699.89**	**710,699.89**	**47,550.87**	**242,808.83**	**467,891.06**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 12 - LEGAL/OTHER SERVICES					
30 - SALARIES, WAGES, & BENEFITS	250.00	250.00	37.57	173.24	76.76
50 - SERVICES	2,089,000.00	2,014,000.00	0.00	9,890.00	2,004,110.00
55 - PROFESSIONAL SERVICES	135,000.00	210,000.00	4,081.16	17,657.17	192,342.83
60 - OTHER SERVICES	125,990.00	125,990.00	0.00	140,034.15	-14,044.15
97 - INTERFUND ACTIVITY	1,237,473.86	1,237,473.86	0.00	0.00	1,237,473.86
Department: 12 - LEGAL/OTHER SERVICES Total:	**3,587,713.86**	**3,587,713.86**	**4,118.73**	**167,754.56**	**3,419,959.30**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 13 - INFO TECHNOLOGY					
30 - SALARIES, WAGES, & BENEFITS	347,266.52	347,266.52	29,416.87	131,334.87	215,931.65
35 - SUPPLIES	3,050.00	3,050.00	83.52	2,329.79	720.21
45 - MAINTENANCE	271,135.00	286,675.00	23,479.09	93,126.12	193,548.88
50 - SERVICES	37,070.00	37,070.00	2,344.76	11,383.99	25,686.01
55 - PROFESSIONAL SERVICES	105,000.00	105,000.00	0.00	3,294.00	101,706.00
65 - CAPITAL OUTLAY	4,000.00	46,890.00	0.00	21.08	46,868.92
97 - INTERFUND ACTIVITY	73,270.00	73,270.00	0.00	0.00	73,270.00
Department: 13 - INFO TECHNOLOGY Total:	**840,791.52**	**899,221.52**	**55,324.24**	**241,489.85**	**657,731.67**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 14 - PURCHASING					
35 - SUPPLIES	20,000.00	20,000.00	1,020.99	6,697.86	13,302.14
50 - SERVICES	3,675.00	3,675.00	0.00	668.25	3,006.75
Department: 14 - PURCHASING Total:	**23,675.00**	**23,675.00**	**1,020.99**	**7,366.11**	**16,308.89**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 15 - ACCOUNTING SERVICES					
30 - SALARIES, WAGES, & BENEFITS	388,463.80	388,463.80	33,929.34	153,377.15	235,086.65
35 - SUPPLIES	950.00	950.00	0.00	645.25	304.75
45 - MAINTENANCE	150.00	150.00	0.00	0.00	150.00
50 - SERVICES	7,100.00	7,100.00	69.54	2,319.73	4,780.27
54 - SUNDRY	550.00	550.00	0.00	0.00	550.00
55 - PROFESSIONAL SERVICES	37,000.00	37,000.00	1,277.97	7,656.26	29,343.74
97 - INTERFUND ACTIVITY	1,575.00	1,575.00	0.00	0.00	1,575.00
Department: 15 - ACCOUNTING SERVICES Total:	**435,788.80**	**435,788.80**	**35,276.85**	**163,998.39**	**271,790.41**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 16 - CUSTOMER SERVICE					
30 - SALARIES, WAGES, & BENEFITS	65,491.88	65,491.88	6,486.10	27,035.22	38,456.66
35 - SUPPLIES	500.00	500.00	111.36	246.17	253.83
45 - MAINTENANCE	400.00	400.00	0.00	0.00	400.00
50 - SERVICES	3,000.00	3,000.00	69.54	356.94	2,643.06
55 - PROFESSIONAL SERVICES	68,000.00	68,000.00	53.49	19,904.98	48,095.02
97 - INTERFUND ACTIVITY	375.00	375.00	0.00	0.00	375.00
Department: 16 - CUSTOMER SERVICE Total:	**137,766.88**	**137,766.88**	**6,720.49**	**47,543.31**	**90,223.57**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 19 - MUNICIPAL COURT					
30 - SALARIES, WAGES, & BENEFITS	247,931.84	247,931.84	22,456.06	99,627.24	148,304.60
35 - SUPPLIES	2,300.00	2,300.00	0.00	482.75	1,817.25
45 - MAINTENANCE	500.00	500.00	0.00	0.00	500.00
50 - SERVICES	7,800.00	7,800.00	69.54	1,186.53	6,613.47
54 - SUNDRY	800.00	800.00	0.00	0.00	800.00
55 - PROFESSIONAL SERVICES	93,450.00	93,450.00	4,250.00	15,780.86	77,669.14
Department: 19 - MUNICIPAL COURT Total:	**352,781.84**	**352,781.84**	**26,775.60**	**117,077.38**	**235,704.46**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 21 - POLICE					
30 - SALARIES, WAGES, & BENEFITS	3,803,680.05	3,803,680.05	322,181.69	1,466,959.95	2,336,720.10
35 - SUPPLIES	87,324.00	87,324.00	2,007.28	20,059.13	67,264.87
45 - MAINTENANCE	23,497.00	23,497.00	263.12	1,464.08	22,032.92
50 - SERVICES	162,899.90	162,899.90	1,084.39	18,785.42	144,114.48
54 - SUNDRY	3,000.00	3,000.00	0.00	284.58	2,715.42
55 - PROFESSIONAL SERVICES	1,800.00	1,800.00	0.00	1,500.00	300.00
60 - OTHER SERVICES	21,740.00	21,740.00	0.00	22,878.10	-1,138.10
65 - CAPITAL OUTLAY	5,000.00	5,000.00	0.00	1,294.56	3,705.44
97 - INTERFUND ACTIVITY	19,775.00	19,775.00	0.00	0.00	19,775.00
Department: 21 - POLICE Total:	**4,128,715.95**	**4,128,715.95**	**325,536.48**	**1,533,225.82**	**2,595,490.13**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 23 - COMMUNICATIONS					
30 - SALARIES, WAGES, & BENEFITS	811,766.77	819,506.77	71,991.22	305,266.84	514,239.93
35 - SUPPLIES	13,365.00	13,365.00	464.99	5,782.07	7,582.93
45 - MAINTENANCE	22,050.00	22,050.00	0.00	506.14	21,543.86
50 - SERVICES	12,300.00	12,300.00	868.54	2,818.57	9,481.43
60 - OTHER SERVICES	600.00	600.00	0.00	0.00	600.00
97 - INTERFUND ACTIVITY	58,575.00	58,575.00	0.00	0.00	58,575.00
Department: 23 - COMMUNICATIONS Total:	**918,656.77**	**926,396.77**	**73,324.75**	**314,373.62**	**612,023.15**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 25 - FIRE DEPARTMENT					
30 - SALARIES, WAGES, & BENEFITS	1,745,400.02	1,745,400.02	142,253.76	701,956.27	1,043,443.75
35 - SUPPLIES	169,348.00	169,348.00	369.96	42,087.66	127,260.34
45 - MAINTENANCE	47,949.00	47,949.00	1,043.92	6,352.41	41,596.59
50 - SERVICES	44,865.00	44,865.00	2,443.81	16,509.23	28,355.77
54 - SUNDRY	1,299.00	1,299.00	0.00	0.00	1,299.00
55 - PROFESSIONAL SERVICES	54,600.00	54,600.00	2,292.48	12,458.89	42,141.11
Department: 25 - FIRE DEPARTMENT Total:	**2,063,461.02**	**2,063,461.02**	**148,403.93**	**779,364.46**	**1,284,096.56**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 30 - PUBLIC WORKS					
30 - SALARIES, WAGES, & BENEFITS	235,883.01	235,883.01	19,224.92	87,850.24	148,032.77
35 - SUPPLIES	4,700.00	4,700.00	18.16	2,151.87	2,548.13
45 - MAINTENANCE	10,000.00	10,000.00	0.00	0.00	10,000.00
50 - SERVICES	6,650.00	6,650.00	120.64	408.05	6,241.95
55 - PROFESSIONAL SERVICES	20,000.00	20,000.00	1,900.00	7,800.00	12,200.00
97 - INTERFUND ACTIVITY	1,750.00	1,750.00	0.00	0.00	1,750.00
Department: 30 - PUBLIC WORKS Total:	**278,983.01**	**278,983.01**	**21,263.72**	**98,210.16**	**180,772.85**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 31 - COMMUNITY DEVELOPMENT					
30 - SALARIES, WAGES, & BENEFITS	398,623.79	293,623.79	25,667.70	102,715.60	190,908.19
35 - SUPPLIES	8,400.00	8,400.00	0.00	2,006.89	6,393.11
50 - SERVICES	13,600.00	13,600.00	120.64	673.50	12,926.50
54 - SUNDRY	0.00	0.00	0.00	66.85	-66.85
55 - PROFESSIONAL SERVICES	75,000.00	180,000.00	10,080.00	59,978.94	120,021.06
65 - CAPITAL OUTLAY	600.00	600.00	0.00	0.00	600.00
97 - INTERFUND ACTIVITY	4,875.00	4,875.00	0.00	0.00	4,875.00
Department: 31 - COMMUNITY DEVELOPMENT Total:	**501,098.79**	**501,098.79**	**35,868.34**	**165,441.78**	**335,657.01**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 32 - STREETS					
30 - SALARIES, WAGES, & BENEFITS	269,013.53	269,013.53	29,862.35	114,342.47	154,671.06
35 - SUPPLIES	94,600.00	94,600.00	7,760.75	24,171.88	70,428.12
40 - MAINTENANCE--BLDGS, STRUC	65,000.00	65,000.00	6,433.28	7,376.54	57,623.46
45 - MAINTENANCE	1,800.00	1,800.00	0.00	0.00	1,800.00
50 - SERVICES	204,000.00	204,000.00	69.54	49,459.72	154,540.28
55 - PROFESSIONAL SERVICES	21,000.00	21,000.00	0.00	2,600.00	18,400.00
97 - INTERFUND ACTIVITY	30,500.00	30,500.00	0.00	0.00	30,500.00
Department: 32 - STREETS Total:	**685,913.53**	**685,913.53**	**44,125.92**	**197,950.61**	**487,962.92**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 33 - BUILDING MAINTENANCE					
30 - SALARIES, WAGES, & BENEFITS	113,755.54	113,755.54	9,893.63	44,817.30	68,938.24
35 - SUPPLIES	17,700.00	17,700.00	1,814.34	2,418.21	15,281.79
40 - MAINTENANCE--BLDGS, STRUC	45,000.00	45,000.00	3,752.35	26,650.36	18,349.64
45 - MAINTENANCE	2,000.00	2,000.00	0.00	0.00	2,000.00
50 - SERVICES	104,000.00	104,000.00	200.61	30,327.17	73,672.83
55 - PROFESSIONAL SERVICES	16,000.00	16,000.00	0.00	1,001.74	14,998.26
65 - CAPITAL OUTLAY	75,000.00	75,000.00	1,055.29	1,055.29	73,944.71
Department: 33 - BUILDING MAINTENANCE Total:	**373,455.54**	**373,455.54**	**16,716.22**	**106,270.07**	**267,185.47**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 35 - SOLID WASTE					
55 - PROFESSIONAL SERVICES	499,715.16	499,715.16	37,367.10	153,318.06	346,397.10
Department: 35 - SOLID WASTE Total:	**499,715.16**	**499,715.16**	**37,367.10**	**153,318.06**	**346,397.10**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 36 - FLEET SERVICES					
30 - SALARIES, WAGES, & BENEFITS	198,984.51	198,984.51	18,911.80	80,758.41	118,226.10
35 - SUPPLIES	202,300.00	202,300.00	14,428.74	80,224.36	122,075.64
45 - MAINTENANCE	55,000.00	55,000.00	14,759.56	32,437.43	22,562.57
50 - SERVICES	11,650.02	11,650.02	41.54	658.16	10,991.86
54 - SUNDRY	850.00	850.00	83.75	310.29	539.71
65 - CAPITAL OUTLAY	13,900.00	13,900.00	0.00	5,349.17	8,550.83
97 - INTERFUND ACTIVITY	1,000.00	1,000.00	0.00	0.00	1,000.00
Department: 36 - FLEET SERVICES Total:	**483,684.53**	**483,684.53**	**48,225.39**	**199,737.82**	**283,946.71**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 38 - RECREATION					
30 - SALARIES, WAGES, & BENEFITS	159,526.52	159,526.52	6,494.30	33,578.63	125,947.89
35 - SUPPLIES	11,050.00	11,050.00	0.00	3,310.45	7,739.55
45 - MAINTENANCE	500.00	500.00	0.00	0.00	500.00
50 - SERVICES	37,050.00	37,050.00	36.92	19,805.51	17,244.49
55 - PROFESSIONAL SERVICES	11,500.00	11,500.00	-1,000.00	-1,000.00	12,500.00
97 - INTERFUND ACTIVITY	375.00	375.00	0.00	0.00	375.00
Department: 38 - RECREATION Total:	**220,001.52**	**220,001.52**	**5,531.22**	**55,694.59**	**164,306.93**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 39 - PARKS					
30 - SALARIES, WAGES, & BENEFITS	666,591.70	666,591.70	63,175.49	270,077.74	396,513.96
35 - SUPPLIES	48,000.00	48,000.00	1,222.66	10,064.91	37,935.09
40 - MAINTENANCE--BLDGS, STRUC	22,000.00	22,000.00	724.17	8,336.90	13,663.10
45 - MAINTENANCE	3,500.00	3,500.00	0.00	74.33	3,425.67
50 - SERVICES	7,300.00	7,300.00	69.54	3,342.62	3,957.38
55 - PROFESSIONAL SERVICES	2,000.00	2,000.00	0.00	500.00	1,500.00
65 - CAPITAL OUTLAY	40,000.00	40,000.00	685.02	3,591.00	36,409.00
97 - INTERFUND ACTIVITY	12,800.00	12,800.00	0.00	0.00	12,800.00
Department: 39 - PARKS Total:	**802,191.70**	**802,191.70**	**65,876.88**	**295,987.50**	**506,204.20**
Fund: 01 - GENERAL FUND Surplus (Deficit):	**516.10**	**-65,653.90**	**1,883,419.14**	**4,587,666.59**	**-4,653,320.49**
Fund: 03 - DEBT SERVICE FUND					
Department: 50 - 50					
72 - PROPERTY TAXES	1,499,925.74	1,499,925.74	491,533.36	1,367,273.50	132,652.24
96 - INTEREST EARNED	5,000.00	5,000.00	34.58	75.54	4,924.46
97 - INTERFUND ACTIVITY	87,815.00	87,815.00	0.00	0.00	87,815.00
Department: 50 - 50 Total:	**1,592,740.74**	**1,592,740.74**	**491,567.94**	**1,367,349.04**	**225,391.70**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 51 - DEBT SERVICE					
61 - DEBT SERVICE	1,535,850.00	1,535,850.00	0.00	0.00	1,535,850.00
Department: 51 - DEBT SERVICE Total:	**1,535,850.00**	**1,535,850.00**	**0.00**	**0.00**	**1,535,850.00**
Fund: 03 - DEBT SERVICE FUND Surplus (Deficit):	**56,890.74**	**56,890.74**	**491,567.94**	**1,367,349.04**	**-1,310,458.30**
Fund: 05 - MOTEL TAX FUND					
Department: 55 - 55					
75 - OTHER TAXES	70,000.00	70,000.00	4,162.85	85,266.12	-15,266.12
96 - INTEREST EARNED	500.00	500.00	15.66	56.05	443.95
Department: 55 - 55 Total:	**70,500.00**	**70,500.00**	**4,178.51**	**85,322.17**	**-14,822.17**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 56 - MOTEL TAX					
50 - SERVICES	41,900.00	41,900.00	0.00	2,160.00	39,740.00
97 - INTERFUND ACTIVITY	19,570.00	19,570.00	0.00	0.00	19,570.00
Department: 56 - MOTEL TAX Total:	**61,470.00**	**61,470.00**	**0.00**	**2,160.00**	**59,310.00**
Fund: 05 - MOTEL TAX FUND Surplus (Deficit):	**9,030.00**	**9,030.00**	**4,178.51**	**83,162.17**	**-74,132.17**
Fund: 10 - CAPITAL IMPROVEMENTS FUND					
Department: 90 - 90					
96 - INTEREST EARNED	5,000.00	5,000.00	234.71	723.37	4,276.63
98 - MISCELLANEOUS REVENUE	20,000,000.00	20,000,000.00	0.00	0.00	20,000,000.00
99 - OTHER AGENCY REVENUES	502,515.00	502,515.00	0.00	1,500,000.00	-997,485.00
Department: 90 - 90 Total:	**20,507,515.00**	**20,507,515.00**	**234.71**	**1,500,723.37**	**19,006,791.63**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 91 - 91					
70 - CAPITAL IMPROVEMENTS	21,676,500.00	21,676,500.00	171,573.75	1,184,004.21	20,492,495.79
Department: 91 - 91 Total:	**21,676,500.00**	**21,676,500.00**	**171,573.75**	**1,184,004.21**	**20,492,495.79**
Fund: 10 - CAPITAL IMPROVEMENTS FUND Surplus (Deficit):	**-1,168,985.00**	**-1,168,985.00**	**-171,339.04**	**316,719.16**	**-1,485,704.16**
Total Surplus (Deficit):	**-1,102,548.16**	**-1,168,718.16**	**2,207,826.55**	**6,354,896.96**	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
01 - GENERAL FUND	516.10	-65,653.90	1,883,419.14	4,587,666.59	-4,653,320.49
03 - DEBT SERVICE FUND	56,890.74	56,890.74	491,567.94	1,367,349.04	-1,310,458.30
05 - MOTEL TAX FUND	9,030.00	9,030.00	4,178.51	83,162.17	-74,132.17
10 - CAPITAL IMPROVEMENTS ...	-1,168,985.00	-1,168,985.00	-171,339.04	316,719.16	-1,485,704.16
Total Surplus (Deficit):	**-1,102,548.16**	**-1,168,718.16**	**2,207,826.55**	**6,354,896.96**	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

CITY OF JERSEY VILLAGE

PROPERTY TAX COLLECTION REPORT

JANUARY 2022

Run Date: 02-14-2022
Report:ACTGL_TCS_JURIS_PDF_HC 1.6
Request Seq: 1303340

Tax Collection System
Distribution Report - PROPERTY TAX
For Deposit Dates: 01/01/2022 thru 01/31/2022

Jurisdiction 0070 JERSEY VILLAGE

Year	Levy	Penalty Interest	Attorney	Adjustment Amount	Net Collections	Commissions (Excludes Attorney)	Net Payable	Disbursed to Jurisdiction	Disbursed to Attorneys
2021	3,749,971.02	0.00	0.00	0.00	3,749,971.02	0.00	3,749,971.02	3,749,971.02	0.00
2020	1,029.50	245.20	254.61	0.00	1,529.31	0.00	1,529.31	1,274.70	254.61
2019	486.38	170.22	131.32	0.00	787.92	0.00	787.92	656.60	131.32
Total:	$3,751,486.90	$415.42	$385.93	$0.00	$3,752,288.25	$0.00	$3,752,288.25	$3,751,902.32	$385.93

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Run Date: 02-14-2022
Report:ACTGL_TCS_JURIS_PDF_HC 1.6
Request Seq: 1303395

Tax Collection System
Distribution Report - SIT
For Deposit Dates: 01/01/2022 thru 01/31/2022

Jurisdiction 0070 JERSEY VILLAGE

Year	Levy	Penalty Interest	Attorney	Adjustment Amount	Net Collections	Commissions (Excludes Attorney)	Net Payable	Disbursed to Jurisdiction	Disbursed to Attorneys
2021	424,759.49	0.00	0.00	0.00	424,759.49	0.00	424,759.49	424,759.49	0.00
Total:	$424,759.49	$0.00	$0.00	$0.00	$424,759.49	$0.00	$424,759.49	$424,759.49	$0.00

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

TAX COLLECTOR MONTHLY REPORT INCLUDES AG ROLLBACK
FROM 01/01/2022 TO 01/31/2022

JURISDICTION: 0070 City of Jersey Village

	TAX RATE	TAX LEVY	PAID ACCTS
YEAR 2021	00.742500	8,157,010.47	2,594

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2021	7,856,029.87	.00	300,980.60	4,174,730.51	6,752,737.27	1,404,273.20	82.78	0.00
2020	125,005.08	1,044.85	109,995.17-	1,029.50	62,207.02-	77,216.93	14.44-	0.00
2019	41,467.65	20.07	87,298.25-	486.38	71,949.63-	26,119.03	56.99	0.00
2018	27,128.80	.00	3,072.62-	0.00	1,700.65-	25,756.83	7.07-	0.00
2017	18,106.81	.00	491.84-	0.00	1,125.77	16,489.20	6.39	0.00
2016	12,050.51	.00	0.00	0.00	1,072.52	10,977.99	8.90	0.00
2015	10,199.59	.00	0.00	0.00	941.27	9,258.32	9.23	0.00
2014	8,876.29	.00	7.93	0.00	7.93	8,876.29	.09	0.00
2013	7,716.34	.00	320.08	0.00	320.08	7,716.34	3.98	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	8,015.23	.00	0.00	0.00	0.00	8,015.23		0.00
2009	5,453.54	.00	0.00	0.00	0.00	5,453.54		0.00
2008	2,474.69	.00	0.00	0.00	0.00	2,474.69		0.00
2007	2,578.18	.00	0.00	0.00	0.00	2,578.18		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	334.73	.00	0.00	0.00	0.00	334.73		0.00
****	8,149,452.56	1,064.92	100,450.73	4,176,246.39	6,620,347.54	1,629,555.75		0.00
CURR	7,856,029.87	.00	300,980.60	4,174,730.51	6,752,737.27	1,404,273.20		0.00
DELO	293,422.69	1,064.92	200,529.87-	1,515.88	132,389.73-	225,282.55		0.00

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

REVERSALS DETAIL SCHEDULE
FROM: 01/01/2022 THRU 01/31/2022
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	RF220110	222-826-360-0000	202101	0.23-	0.00	0.00	0.00	15	0.23	0.00	RF
2020	RF220110	222-826-360-0000	202101	0.00	0.00	0.00	0.00	15	0.23-	0.23-	RF
2020	RF220110	222-826-360-0000	202105	1.35-	0.00	0.00	0.00	15	1.35	0.00	RF
2020	RF220110	222-826-360-0000	202105	0.00	0.00	0.00	0.00	15	1.35-	1.35-	RF
		2020 TOTAL		1.58-	0.00	0.00	0.00		0.00	1.58-	
2021	C0112221	082-140-000-0016	202112	2,429.05-	0.00	0.00	0.00	0	0.00	2,429.05-	TR
2021	C0112221	107-453-000-0004	202112	1,628.41-	0.00	0.00	0.00	0	0.00	1,628.41-	TR
2021	M0107221	118-020-073-0017	202112	1,784.49-	0.00	0.00	0.00	0	0.00	1,784.49-	TR
2021	D0118221	141-848-001-0001	202112	3,745.38-	0.00	0.00	0.00	1	0.00	3,745.38-	RI
2021	C0128222	222-253-050-0000	202201	91.89-	0.00	0.00	0.00	0	0.00	91.89-	TR
		2021 TOTAL		9,679.22-	0.00	0.00	0.00		0.00	9,679.22-	
		YEAR 2020									
		REFUNDS		1.58-	0.00	0.00	0.00		0.00	1.58-	
		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		1.58-	0.00	0.00	0.00		0.00	1.58-	
		YEAR 2021									
		REFUNDS		0.00	0.00	0.00	0.00		0.00	0.00	
		RETURNED ITEMS		3,745.38-	0.00	0.00	0.00		0.00	3,745.38-	
		TRANSFERS/REVERSALS		5,933.84-	0.00	0.00	0.00		0.00	5,933.84-	
		TOTAL		9,679.22-	0.00	0.00	0.00		0.00	9,679.22-	
		ALL YEARS									
		REFUNDS		1.58-	0.00	0.00	0.00		0.00	1.58-	
		RETURNED ITEMS		3,745.38-	0.00	0.00	0.00		0.00	3,745.38-	
		TRANSFERS/REVERSALS		5,933.84-	0.00	0.00	0.00		0.00	5,933.84-	
		TOTAL		9,680.80-	0.00	0.00	0.00		0.00	9,680.80-	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

SUMMARY OF PAYMENTS AND REVERSALS
FROM: 01/01/2022 THRU 01/31/2022
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
		2019 TOTAL		486.38	0.00	170.22	131.32		0.00	787.92
		2020 TOTAL		1,031.08	0.00	245.20	254.61		0.00	1,530.89
		2021 TOTAL		4,184,409.73	0.00	0.00	0.00		0.00	4,184,409.73
		TOTAL PAYMENTS		4,185,927.19	0.00	415.42	385.93		0.00	4,186,728.54
		2020 TOTAL		1.58-	0.00	0.00	0.00		0.00	1.58-
		2021 TOTAL		9,679.22-	0.00	0.00	0.00		0.00	9,679.22-
		TOTAL REVERSALS		9,680.80-	0.00	0.00	0.00		0.00	9,680.80-
		TOTAL FOR UNIT		4,176,246.39	0.00	415.42	385.93		0.00	4,177,047.74

General Fund
For the period ended February 28, 2022

	Adopted Budget	Current Budget	YTD Actual	% of Actual compared to Budget	Projections
Revenue					
Property Taxes	6,811,278.00	6,811,278.00	6,362,921.96	93.42%	6,811,278.00
Electric Franchise Taxes	360,000.00	360,000.00	165,814.40	46.06%	360,000.00
Telephone Franchise	59,000.00	59,000.00	7,235.65	12.26%	59,000.00
Gas Franchise	40,000.00	40,000.00	0.00	0.00%	40,000.00
Cable TV Franchise	75,000.00	75,000.00	40,242.35	53.66%	75,000.00
Telecommunication	14,000.00	14,000.00	11,213.06	80.09%	14,000.00
City Sales Tax	3,986,000.00	3,986,000.00	1,935,176.95	48.55%	3,986,000.00
Sales TX-Reduce Property Taxes	323,850.00	323,850.00	371,211.02	114.62%	371,200.00
Mixed Drink Tax	30,000.00	30,000.00	12,907.50	43.03%	30,000.00
Fines Warrants & Bonds *	918,000.00	918,000.00	237,920.63	25.92%	918,000.00
Fees & Charge for Services	379,750.00	379,750.00	152,515.00	40.16%	379,750.00
Licenses & Permits	151,700.00	151,700.00	133,737.12	88.16%	151,700.00
Interest Earned	10,000.00	10,000.00	2,490.04	24.90%	10,000.00
Interfund Activity	3,797,033.41	3,797,033.41	9,103.71	0.24%	3,797,033.41
Misc Revenue	60,000.00	60,000.00	30,267.89	50.45%	60,000.00
Other Agency Revenue	30,000.00	30,000.00	2,522.23	8.41%	30,000.00
Total Revenue	17,045,611.41	17,045,611.41	9,475,279.51	55.59%	17,092,961.41
Expenditures					
Administrative Service	710,699.89	710,699.89	242,808.83	34.16%	710,699.89
Legal/Other Services	3,587,713.86	3,587,713.86	167,754.56	4.68%	3,587,713.86
Info Technology	840,791.52	840,791.52	241,489.85	28.72%	840,791.52
Purchasing	23,675.00	23,675.00	7,366.11	31.11%	23,675.00
Accounting Services	435,788.80	435,788.80	163,998.39	37.63%	435,788.80
Customer Services	137,766.88	137,766.88	47,543.31	34.51%	137,766.88
Municipal Court	352,781.84	352,781.84	117,077.38	33.19%	352,781.84
Police Department	4,128,715.95	4,128,715.95	1,533,225.82	37.14%	4,128,715.95
Communications	918,656.77	918,656.77	314,373.62	34.22%	918,656.77
Fire Department	2,063,461.02	2,063,461.02	779,364.46	37.77%	2,063,461.02
Public Works	278,983.01	278,983.01	98,210.16	35.20%	278,983.01
Community Development	501,098.79	501,098.79	165,441.78	33.02%	501,098.79
Streets	685,913.53	685,913.53	197,950.61	28.86%	685,913.53
Building Maintenance	373,455.54	373,455.54	106,270.07	28.46%	373,455.54
Solid Waste	499,715.16	499,715.16	153,318.06	30.68%	499,715.16
Fleet Services	483,684.53	483,684.53	199,737.82	41.30%	483,684.53
Recreation	220,001.52	220,001.52	55,694.59	25.32%	220,001.52
Parks	802,191.70	802,191.70	295,987.50	36.90%	802,191.70
Total Expenditures	17,045,095.31	17,045,095.31	4,887,612.92	28.67%	17,045,095.31

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

Utility Fund
For the period ended February 28, 2022

	Adopted Budget	Current Budget	YTD Actual	% of Actual compared to Budget	Projections
Revenue					
Fees & Charge for Services	4,770,000.00	4,770,000.00	1,778,478.95	37.28%	4,770,000.00
Interest Earned	2,000.00	2,000.00	646.64	32.33%	1,800.00
Interfund Activity	-	-			
Miscellaneous Revenue	60,000.00	60,000.00	19,706.97	32.84%	60,000.00
Other Agency Revenue	-	-	-		-
Total Revenue	4,832,000.00	4,832,000.00	1,798,832.56	37.23%	4,831,800.00
Expenditures					
Water & Sewer	4,017,836.57	4,017,836.57	1,075,848.98	26.78%	4,017,836.57
Utility Capital Projects	2,560,000.00	2,560,000.00	-	0.00%	2,560,000.00
	-	-	-		-
Total Expenditures	6,577,836.57	6,577,836.57	1,075,848.98	16.36%	6,577,836.57

MONTHLY REPORT – February 2022

JERSEY VILLAGE FIRE DEPARTMENT

EMERGENCY RESPONSES

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Fire/County	8	5											13
Fire/ETJ	1	3											4
Fire/JV	43	36											79
EMS/County	2	0											2
EMS/ETJ	10	3											13
EMS/JV	73	59											132
TOTAL	137	106											243
Transports	53	46											99
Aid received	1	3											4
Aid given	2	0											2

FIRE INSPECTIONS CONDUCTED

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Inspections	104	153											257

PUBLIC EDUCATION COURSES CONDUCTED

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

FIRE INVESTIGATIONS CONDUCTED

	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	TOTAL
	2	3											5

FIRE MARSHAL ACTIVITY

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Plan Reviews	8	8											16
Fire Drills	2	0											2
Knox	0	0											0
Inspections	16	89											105
C of O	5	5											10
Fire Alarm Inspection	1	2											3
Fre Sprinkler Inspection	10	4											14
Hydrant Mapping	0	0											0
Hydrant Flow Test	0	0											0
Pre-Plans	0	0											0
Construction Meetings	14	20											34
Fire Lane Violations	1	3											4
Complaints	0	5											5
Emergency Call Assist	41	13											54

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

FEBRUARY 2022

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-Feb	51	3	18	182	40	44	2	6	346
2-Feb	43	4	25	110	36	39	2	13	272
3-Feb	29	3	20	80	23	32	3	0	190
4-Feb	34	2	14	142	27	27	1	7	254
5-Feb	41	3	14	134	37	35	4	17	285
6-Feb	29	2	19	90	28	21	4	12	205
7-Feb	49	1	18	122	49	50	7	14	310
8-Feb	73	3	26	146	77	75	5	12	417
9-Feb	36	1	16	102	31	45	2	0	233
10-Feb	61	3	17	127	60	62	10	1	341
11-Feb	37	9	21	153	37	39	5	8	309
12-Feb	41	2	6	87	34	44	5	24	243
13-Feb	33	4	47	92	35	41	2	0	254
14-Feb	31	3	26	135	24	33	2	0	254
15-Feb	40	4	18	205	40	45	5	10	367
16-Feb	58	4	27	184	54	58	1	9	395
17-Feb	33	2	13	184	27	39	1	11	310
18-Feb	46	4	30	147	42	45	0	11	325
19-Feb	42	4	13	90	47	50	4	35	285
20-Feb	34	3	26	80	28	42	5	4	222
21-Feb	38	3	22	115	37	34	6	14	269
22-Feb	64	8	42	174	65	46	1	5	405
23-Feb	44	4	20	147	46	34	0	3	298
24-Feb	31	7	31	173	24	29	1	26	322
25-Feb	34	4	36	134	24	29	3	7	271
26-Feb	48	7	28	117	42	55	4	5	306
27-Feb	29	6	18	127	22	24	2	6	234
28-Feb	43	5	18	149	48	51	1	17	332
Totals	**1172**	**108**	**629**	**3728**	**1084**	**1168**	**88**	**277**	**8254**
Annual Totals	**2447**	**249**	**1377**	**7801**	**2236**	**2475**	**215**	**563**	**17363**

This month, we completed interviewing candidates for the open position. We picked two to go to background. One for full-time and one for part-time. The new Dispatch Center is starting to come along wonderfully. We purchased cabinets, which Chief Bitz stained and installed for us and he built cubbies for each of the dispatchers to have a place to store their things. He and Deputy Fire Marshal Jake Daily bought the TVs for our video screens and hung them up as well as changed out our lighting and ceiling tiles. They also ran conduit lines for 911 to be able to use to get fiber ran to their systems. IT hung a networking box and switches in dispatch to run some networking cables and are working with 911 and Northwest Communications (our radio system). 911 and Northwest Communications have been working steadily to have us up and ready for testing by middle March. Our offical Go Live date is March 30th!!

Police Department

Monthly Activity Report

February-2022

ACTIVITY	CURRENT MONTH FEBRUARY	PREVIOUS MONTH JANUARY	YTD 2022	TOTAL 2021
PART 1 OFFENSES				
Homicide / Manslaughter	1	0	1	0
Sexual Assault	0	0	0	4
Robbery	0	1	1	6
Aggravated Assault	0	1	1	6
Burglary	2	1	3	35
Larceny	22	22	44	153
Motor Vehicle Theft	8	6	14	51
TOTAL PART I	**33**	**31**	**64**	**255**
TOTAL PART II	**25**	**44**	69	**243**
TOTAL OFFENSES	**58**	**75**	**133**	**498**
ADDITIONAL STATISTICS				
FAMILY VIOLENCE	0	4	4	45
D.W.I.	6	11	17	173
FELONY	28	20	48	227
MISDEMEANOR	8	4	12	109
WARRANT ARREST	15	8	23	114
JUVENILE	1	6	7	16
TOTAL ARRESTS	**52**	**38**	**90**	**466**
DISPATCH				
CALLS FOR SERVICE	467	688	1155	8213
TRAFFIC STOPS	705	587	1292	6970
ACCIDENTS				
INJURY	12	5	17	138
NON-INJURY	54	22	76	553
FATALITY	0	0	0	2
TOTAL	**66**	**27**	**93**	**693**

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

3/1/2022 2:34:00 PM

Warrant Payment Totals For 02/01/2022 - 02/28/2022

Payment Activity Totals:			
Payments	**45858.35**	**Transaction Total**	**1825**
Bonds Applied/Forfeit	**0**		
Bonds Posted	**0**		
Total Collected	**45858.35**		
Pending Bond	**0**		
Pending Payments	**0**		
Total Collected	**45858.35**		
Non-Cash Amt:	**1714**		

Payment Activity Totals By Fees:			
AR-ARREST FEE	**16.14**		**4**
AR-ARREST FEE	**241.14**	**01-10-8001**	**45**
CCC-CONSOLIDATED COURT COSTS	**17**	**01-0-1213**	**1**
CCC04-CONSOLIDATED COURT FEES	**129.1**		**4**
CCC04-CONSOLIDATED COURT FEES	**4609.1**	**01-0-1213**	**112**
CCC20-CCC 2020	**62**	**01-0-1213**	**1**
CJFC-Civil Justice Fee Court	**0.09**	**01-10-8001**	**9**
CJFS-Civil Justice Fee State	**0.02**		**1**
CJFS-Civil Justice Fee State	**0.83**	**01-0-1213**	**9**
COLAGY-COLLECTION AGENCY FEE	**272.22**		**4**
COLAGY-COLLECTION AGENCY FEE	**9803.7**	**01-0-1223**	**109**
CVC-COMP TO VICTIMS OF CRIME FUND	**15**	**01-0-1213**	**1**
FA-FUGITIVE APPREHENSION	**5**	**01-0-1213**	**1**
FINE-Fine	**393**		**4**
FINE-Fine	**9735**	**01-10-8001**	**68**
IDF-Indigent Defense Fee	**0.46**		**1**
IDF-Indigent Defense Fee	**216.46**	**01-0-1213**	**108**
JCD-JUVENILE CRIME & DELINQUENCY	**0.25**	**01-0-1213**	**1**
JCPT-JUD CT&PERS TRNG FUND	**1**	**01-0-1213**	**1**
JFCI-Judicial Fee City	**1.94**		**4**
JFCI-Judicial Fee City	**67.34**	**01-10-8008**	**109**
JFCT-Judicial Fee State	**10.2**		**3**
JFCT-Judicial Fee State	**13.6**	**01-0-1214**	**1**
JFCT2-Judicial Fee State	**1.23**		**1**
JFCT2-Judicial Fee State	**584.43**	**01-0-1214**	**108**
LMCBSF-Local Building Security Fund	**4.9**	**01-10-8005**	**1**
LMCTF-Local Court Technology Fund	**4**	**01-10-8004**	**1**
LMJF-Local Municipal Jury Fund	**0.1**	**01-10-8008**	**1**
LTPDF-Local Truancy Prevention Fund	**5**	**01-10-8001**	**1**
MSF-MUNICIPAL SECURITY FEE	**3**	**01-10-8005**	**1**
SE-SPECIAL EXPENSE FEE	**2823**	**01-10-8001**	**12**
SEC-MUNICIPAL COURT SECURITY	**9.68**		**4**
SEC-MUNICIPAL COURT SECURITY	**345.68**	**01-10-8005**	**112**
SJRF-STATE JURY FEE	**12.91**		**4**
SJRF-STATE JURY FEE	**448.91**	**01-0-1213**	**109**
STF-STATE TRAFFIC FEE	**36.83**		**2**
STF-STATE TRAFFIC FEE	**546.83**	**01-0-1213**	**17**
STF19-STATE TRAFFIC FEE	**50**	**01-0-1213**	**1**
TECH-COURT TECHNOLOGY FEE	**12.91**		**4**
TECH-COURT TECHNOLOGY FEE	**464.91**	**01-10-8004**	**113**
TFC-TFC	**3.68**		**2**
TFC-TFC	**60.68**	**01-10-8001**	**19**
TITLE7-TRAFFIC FINES	**256.99**		**3**
TITLE7-TRAFFIC FINES	**5642.81**	**01-10-8001**	**41**
TLFTA1-OMNIBASE STATE FEE-DPS	**80**		**4**
TLFTA1-OMNIBASE STATE FEE-DPS	**2404.8**	**01-0-1226**	**113**
TLFTA2-OMNIBASE FEE	**24**		**4**

Warrant Payment Report

CITY OF JERSEY VILLAGE

3/1/2022 2:34:00 PM

Warrant Payment Totals For 02/01/2022 - 02/28/2022

TLFTA2-OMNIBASE FEE	732	01-0-1227	115
TLFTA3-OMNIBASE CITY	16		4
TLFTA3-OMNIBASE CITY	488	01-10-8006	115
TP-CT-JUDICIAL EFFICIENCY FEE	10		4
TP-CT-JUDICIAL EFFICIENCY FEE	72.5	01-10-8003	25
TPF-TRUANCY PREVENTION FUND	188	01-0-1213	94
TP-L-TIME PAYMENT - LOCAL FEE	40		4
TP-L-TIME PAYMENT - LOCAL FEE	290	01-10-8002	25
TP-S-TIME PAYMENT - STATE FEES	50		4
TP-S-TIME PAYMENT - STATE FEES	362.5	01-0-1220	25
WRNTFE-WARRANT FEE	336.69		7
WRNTFE-WARRANT FEE	7262.79	01-10-8001	124
Report Total	47572.35		1825

Payment Activity Totals By Transaction Type:

Non-cash Credit	1714	01-0-1213	76
Payment	45858.35	01-0-1213	1749
Report Total	47572.35		1825

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Police Department Open Positions/Recruitment

February 2022

As of February 28, 2022, the Jersey Village Police Department has the following job openings:

- Patrol Officer (2 open positions)

The Police Department has continued recruiting efforts, and is currently reviewing applications for qualified applicants.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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	LEXUS	NEXUS	10/2/2021	LAST MONTH OF CITATIONS ISSUED			10/4/2021 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 00 HRS 30 MIN
2	WARDAK	AIMAL	10/4/2021	COPY OF CFS OR ANY OTHER DOCUMENTS PERTAINING TO 3/11/-3/12 @ 11011 # 3223			10/4/2021 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 00 HRS 30 MIN
3	BROWN	SEANTA	10/6/2021	COPY OF CRASH 21-11360 9/24/2021			10/13/2021 VIA EMAIL	NO	YES	NO	1 HRS 00 MIN ACCUM 1 HRS 00 MIN
4	SULLO	SULLO	10/7/2021	LAST 2 WEEKS OF CITATIONS ISSUED			10/13/2021 VIA EMAIL	NO	YES	NO	00 HRS 20 MIN ACCUM 00 HRS 20 MIN
5	BEAZLEY	MERRILEE	10/7/2021	NEED TO KNOW WHO CALLED THE POLICE ON 8/1/2021	LT. KEELE ADV ME TO RELEASE THE RADIO TRAFFICE FROM THIS CFS		10/13/2021 VIA EMAIL	NO	YES	NO	00 HRS 20 MIN ACCUM 00 HRS 20 MIN
6	ROUGUE	ARTURO	10/12/2021	COPY OF POLICE PERSONEL FILE, TRAINING FILE, TOTAL NUMBER OF TICKETS ISSUED BY SAID OFFICER	SENT TO LT. KEELE TO SUPPLY THE		10/25/2021 VIA EMAIL	NO	YES	NO	2 HRS 00 MIN ACCUM 00 HRS 20 MIN
7	HILDRETH	PATRICK	10/12/2021	COPY OF 14-5020	10/12 SENT CLARIFICATION QUESTION TO REQUESTOR		10/25/2021 VIA EMAIL	NO	YES	NO	2 HRS 00 MIN ACCUM 00 HRS 20 MIN
8	MEZA	OSCAR	10/12/2021		10/26/2021 SENT TO AG FOR OPINION AG RULING TO WITHHOLD		10/26/2021 VIA CRRR	YES	NO	YES	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
9	SULLO	SULLO	10/14/2021	LAST 2 WEEKS OF CITATIONS ISSUED			10/27/2021 VIA EMAIL	NO	YES	NO	00 HRS 20 MIN ACCUM 00 HRS 40 MIN
10	GURKA	LARRY	10/14/2021	CFS FOR LAST 2 YEARS @ 16114 ACAPULCO			10/14/2021 VIA PU	NO	YES	NO	00 HRS 20 MIN ACCUM 00 HRS 20 MIN
11	THE HUYNH	LAW FIRM	10/26/2021	20-14275 COPY OF CFS,DISTPATCH LOGS, 911 RECORDINGS, SCENE PHOTOS, BWC, DASHCAM VIDEO, WITNESS STATEMENTS,	11/4/2021 SENT TO AG FOR OPINION AG RULING TO WITHHOLD		10/27/2021 VIA EMAIL	YES	NO	YES	2HRS 00 MIN ACCUM 2 HRS 00 MIN
12	CHEVY	LONESTAR	10/27/2021	COPY OF ANY AND ALL DOCUMENTS FOR CASE 21-7789 INCLUDING CFS			11/3/2021 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 00 HRS 30 MIN
13	SULLO	SULLO	10/28/2021	LAST 2 WEEKS OF CITATIONS ISSUED			11/3/2021 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 1 HRS 00 MIN
14	KRRC		10/28/2021	18-10589 BWC, DASHCAMERA VIDEO, 911 OFFICER GUZMAN, COMPLAINANT: GREEN, CHRISTOPHER DATE 6/27/2018 @ 830			11/3/2021 VIA EMAIL	NO	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
15	KING	TROY	11/1/2021	COPY OF PHOTOS AND BWC, DASH CAM FOR ACCIDENT 21-12366			11/11/2021 VIA PU	NO	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
16	LEXUS	NEXUS	11/2/2021	LAST MONTH OF CITATIONS ISSUED			11/3/2021 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 1 HRS 00 MIN
17	COMPLIANCE	PROFESSIONALS	11/2/2021	1/2 MILE GRID OF PART 1 CRIMES FOR ENERGY CAPITAL CREDIT UNION			11/15/2021 VIA EMAIL	NO	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
18	SULLO	SULLO	11/5/2021	LAST 2 WEEKS OF CITATIONS ISSUED			11/15/2021 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 1 HRS 30 MIN
19	BEAZLEY	MERRILEE	11/8/2021	I WOULD LIKE TO KNOW SHO CALLED THIS REPORT IN WHEN YOU WARNED ME ABOUT CRIMINAL TRESPASSING. I WANT TO KNWOW WHAT IS MEANT BY 'LITERATURE'			11/15/2021 VIA EMAIL	NO	YES	NO	00 HRS 45 MIN ACCUM 1 HRS 10 MIN
20	BEAZLEY	MERRILEE	11/8/2021	CFS FOR SENATE BREWERY FROM THE OPENING TILL THE DAY OF PROCESSING THIS REQUEST	11/17/2021 OPEN CASE 1/17/2022 AG RULING TO WITHHOLD		11/17/2021 VIA EMAIL	YES	NO	YES	2 HRS 00 MIN ACCUM 3 HRS 10 MIN

21	MAY	ANDY	11/8/2021	EMPLOYEE ROSTER, IA FILES, DISCIPLINE MEMOS, COMPLAINTS AGAINST OFFICERS	11/10 SENT EMAIL TO OLSON & OLSON 11/10/2021 JENNIFER @ OLSON & OLSON STATED THEY WILL HANDLE THIS ONE						
22	PEREZ	ROBERTO	11/15/2021	COPY OF REPORT MADE AT 1823 EQUADOR BTWN 10/14-10/16 WITH VEHICLE INFORMATION	11/24/2021 OPEN CASE 21-12028		11/24/2021 VIA EMAIL	YES	NO	YES	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
23	BEAZLEY	MERRILEE	11/16/2021	"THERE MUST BE A RECORD OR RECORDING OF WHO CALLED THE JVPD FOR THIS REQUEST"			11/24/2021 VIA EMAIL	NO	YES	NO	2 HRS 00 MIN ACCU 5 HRS 00 MIN
24	LALU	ROSHNI	11/16/2021	CFS LIST OF SPEC'S FROM 1/1/2021-6/30/2021 CFS LIST OF PALACE INN 1/1/2021-6/30/2021 CFS RED ROOF INN 1/1/2021-6/30/2021 CSF EXXON 1/1/2021-6/30/2021 CFS VILLAGE ER 1/1/2021-6/30/2021			11/22/2021 VIA EMAIL	NO	YES	NO	1 HRS 00 MIN ACCUM 1 HRS 00 MIN
25	PATEL	SURAJ	11/17/2021	QUALITY SUITES CFS 2ND HAVE OF 2021, DETAILED DOCUMENTS ASSOCIATED WITH CALLS FOR 202-2021 @ QUALITY SUITES INCLUDING ARREST INFORMATION, AND WRITTEN POLICE REPORTS, MOONLIGH INN CALL REPORT FOR 202-2021, PALACE INN CALL REPORT FOR 2020-2021			11/22/2021 SENT TO LORRI TO RELEASE CFS REPORT	NO	YES	NO	1 HRS 00 MIN ACCUM 1 HRS 00 MIN
26	SULLO	SULLO	11/18/2021	LAST 2 WEEKS OF CITATIONS ISSUED			11/30/2021 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 2 HRS 00 MIN
27	BEAZLEY	MERRILEE	11/22/2021	ANY AND ALL REPORTS INVOLVING JEFF CLEBOWSKI			11/30/2021 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 5 HRS 30 MIN
28	KING	HANNAH	11/22/2021	COPY OF BWC, AND DASH CAM FOR ACCIDENT 10/5/2021 21-11752			12/2/2021 VIA MAIL	NO	YES	NO	4 HRS 00 MIN ACCUM 4 HRS 00 MIM
29	KVM LAW FIRM	KENNETH MITCHELL	11/22/2021	COPY OF BWC AND DASH CAM FOR AREST 21-13764, ALSO OFFICER ASHELY WALKERS EMPLOYMENT HISTORY, DISCIPLINE HISTORY, CIVIL SERVICE RECORD, EDUCATION HISTORY, TCLOE LICENSING COMPLAINT HISTORY, JOB PERFORMANCE DOCUMENTATION	SENT TO OLSON & OLSON TO PROCESS 11/30/2021						
30	SCHNEIDER	McKINNEY LAW FIRM	11/23/2021	COPY OF ASHLEY WALKER PERSONEL FILE	SENT TO OLSON & OLSON TO PROCESS 11/24/2021						
31	DUPREE JR.	ANSERA	11/29/2021	COPY OF CASE NUMBER 21-5533.	12/2/2021 SENT TO AG FOR AN OPINION 2/2/2022 AG RULING TO WITHHOLD		12/2/2021	YES	NO	YES	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
32	MEZA	EDWARD	11/29/2021	21-8522 PROPERTY LIST, LOCATION OF TOWED VEHICLE			12/2/2021	NO	YES	NO	1 HRS 00 MIN ACCUM 3 HRS 00 MIN
33	HOLEMAN	SARAH	11/30/2021	COPY OF CFS FOR 15534 CONGO IN THE EARLY MORNING			11/30/2021 VIA PU	NO	YES	NO	00 HRS 10 MIN ACCUM 00 HRS 10 MIN
34	LEXUS	NEXUS	12/6/2021	LAST MONTH OF CITATIONS ISSUED			12/9/2021 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 1 HRS 30 MIN
35	SULLO	SULLO	12/8/2021	LAST 2 WEEKS OF CITATIONS ISSUED			12/16/2021 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 2 HRS 30 MIN
36	CALDWELL	JOHN	12/9/2021	COPY OF 20-13025 ARREST REPORT	12/27 SENT TO AG OFFICE CRRR 7020 1810 0001 3924 5470		12/27/2021 PUBLIC PAGE VIA EMAIL	YES	NO	YES	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
37	WEBER JR	R. KEITH	12/11/2021	COPY OF 911 CALL, AND DASH CAM/BWC OF OFFICER RESPONDING TO ACCIDENT 21-13346 11/12/2021 @ 749 AM	12/27 ISSUE WITH WG. CONTACTED THE REQEUSTOR WAITING ON WG TO FIX ISSUE		1/4/2022 VIA EMAIL AND CRRR 7020 1810 0001 3924 6835	NO	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN

38	PENICHE	WILIAM	12/20/2021	COPY OF BWC AND DASH CAM FOR C0065190 FROM 11/18/2021	12/30 SENT TO AG OFFICE CRRR 7020 1810 0001 3924 6804 OPEN CASE WITH OUR COURT 2/25/202 AG RULING TO WITHHOLD VIDEO		12/30/2021 COPY OF AG LETTER BY EMAIL	YES	NO	YES	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
39	SULLO	SULLO	12/22/2021	LAST 2 WEEKS OF CITATIONS ISSUED			12/30/2021 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 3 HRS 00 MIN
40	EUSTACE	LINDSAY	1/3/2022	COPY OF 911 CALL ON 12/29/2012 AND ANY BWC FROM 52 PARKWAY PL			1/6/2022 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 00 HRS 30 MIN
41	LEXUS	NEXUS	1/5/2022	LAST MONTH OF CITATIONS ISSUED			1/6/2022 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 2 HRS 00 MIN
42	FERNANDEZ	CARLOS	1/6/2022	COPY OF ARREST FOR DWI 1200014763 11/4/2012			1/19/2022 VIA EMAIL	NO	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
43	LEXUS	NES	1/10/2022	LAST 7 YEARS CITATION ISSUED			1/10/2022 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 2 HRS 30 MIN
44	MCCORMICK	LAW FIRM	1/10/2022	REQEUSTING COPY OF BWC & DASH CAM, 911 RECORDINGS FOR ACCIDENT 21-4965		3.00 2/16/2022 PD BY CHECK	1/20/2022 VIA USPS CRRR 70201810000 139246859	NO	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
45	PETERS	EMILY	1/11/2022	COPY OF 21-11747 WITH ALL SUPPORTING DOCUMENTS			1/20/2022 VIA EMAIL	NO	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
46	SULLO	SULLO	1/12/2022	LAST 2 WEEKS OF CITATIONS ISSUED			1/20/2022 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 3 HRS 30 MIN
47	BEAZLEY	MERRILEE	1/12/2022	REDUNDANT REQUEST PD PIR 23 STILL REQUESTING TO KNOW 'WHO CALLED THE POLCE'			1/19/2022 VIA EMAI	NO	YES	NO	00 HRS 30 MIN ACCUM 6 HRS 00 MIN
48	LOZANO	REBECCA	1/20/2022	COPY OF REPORT AND PHOTOS, WITNESS STATEMENTS FOR 15706 JUNEAU FOR THE LAST 2 YEARS			1/24/2021 VIA PU	NO	YES	NO	1 HRS 00 MIN ACCUM 1 HRS 00 MIN
49	MAY	ANDY	1/24/2022	JVPD EMPLOYEE ROSTER: NAME, POSITION & PAY RATE FOR YEARS 2018, 2019, 2020.	1/24/2022 SENT TO OLSEN & OLSEN TO PROCESS		1/24/2022 VIA EMAIL	XXX	XXX	XXXX	XXXXXX
50	MAY	ANDY	1/24/2022	COPY OF THE FOLLOWING RECORDS FROM MARK ZATZKIN: EMPLOMENT APPLICATION, COMPLAINTS FILED BY CITIZENS, JOB EVALUATIONS, PERFORMANCE REVIEWS, OFFICER TERMINATION OR RESIGNATION	1/25 EMAILED HR TO SEND FILES 1/26 SENT TO OLSEN AND OLSEN TO PROCESS		1/26/2022 VIA EMAIL	XXXX	XXXX	XXXX	XXXXXX
51	MAY	ANDY	1/25/2022	COPY OF FORMER OFFICER FILES: E. LERMA, D. BRYANT, A LOPEZ, K. ALLEY, C BRANEFF, E. VENTO, J BROUSSARD DISCIPLINARY HISTORY, ADVERS ACTION RECORD. COMPLAINTS FILED BY CITIZENS. EMPLOYMENT APPLICATIONS, JOB EVALUATION. INTERNAL AFFAIRS INVESTGATION RECORDS. PERFORMANCE REVIEWS. OFFICER TERMINIATION	1/25 EMAILED HR TO SEND FILES 1/28/2022 SENT TO OLSEN AND OLSEN TO PROCESS						
52	MAY	ANDY	1/25/2022	COPY OF FORMER OFFICER FILES: HARNESS, J. BUGHTER, MOORE, LAMKIN, J. GONZALES DISCIPLINARY HISTORY, ADVERS ACTION RECORD. COMPLAINTS FILED BY CITIZENS. EMPLOYMENT APPLICATIONS, JOB EVALUATION. INTERNAL AFFAIRS INVESTGATION RECORDS. PERFORMANCE REVIEWS. OFFICER TERMINIATION	1/25 EMAILED HR TO SEND FILES 1/28/2022 SENT TO OLSEN AND OLSEN TO PROCESS						
53	SULLO	SULLO	1/25/2022	LAST 2 WEEKS OF CITATIONS ISSUED			2/8/2022 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 4 HRS 00 MIN
54	ARMSTRONG	LEE LAW FIRM	1/26/2022	ACCIDENT 21-11427 COPY OF BWC, WITNESS STATEMENTS, PHOTOS, POLICE REPORT OR INCEIDENT REPORT			2/8/2022 VIA EMAIL	NO	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN

55	VINTON	NICOLE	1/27/2022	INFO ON RACE/ETHNICITY OF GENESIS CORNEJO ALVARADO 15YO, REPORTED MISSING IN JERSEY VILLAGE AND FOUND DECEASED IN HOUSTON 3/2017	2/8/2022 SENT TO OLSEN & OLSEND TO PROCESS						
56	THE HUYNH	LAW FIRM	1/27/2022	REFERENCE: 22-0293 COPY OF CFS, DISPATCH LOGS, 911 RECORDINGS, INCIDENT REPORT, SCENE PHOTOS, INTERVIEW STATEMENTS, WITNESS STATEMENTS, COPIES OF ALL DASH CAM & BWC RECORDINGS THAT RESPONDED TO THE SCENE	2/8/2022 SENT TO AG OFFICE FOR OPINION		2/8/2022 VIA EMAIL PUBLIC PAGE	YES	NO	YES	2 HRS 00 MIN ACCUM 4 HRS 00 MIN
57	KNIIGHT	MELISSA	1/28/2022	COPY OF REPORT 2200000387 OCCURRED ON 1/11/2022 @ VILLAGE LEARNING CENTER	2/8/2022 SENT TO OLSEN & OLSEND TO PROCESS						
58	MCNEILL	RILEY	1/21/2022	COPY OF ACCIDENT 22-186			2/8/2022 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 00 HRS 30 MIN
59	LEXUS	NEXUS	2/1/2022	LAST MONTH OF CITATIONS ISSUED			2/8/2022 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 3 HRS 00 MIN
60	NMW	LAW FIRM	2/1/2022	COPIES OF BLUE FORM, OR CITIZEN EXCHANGE FORM MADE BETWEEN PARTIES FOR CASE 2200000163			2/8/2022 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 00 HRS 30 MIN
61	GARCIA	GRACIE	2/2/2022	COPY OF ARREST ON LAMAS-CASTRO, DANIEL	2/8/2022 SENT CLAIRFICATION EMAIL TO REQUESTOR		2/8/2022 VIA EMAIL	NO	YES	NO	00 HRS 45 MIN ACCUM 00 HRS 45 MIN
62	DUPREE JR.	ANSERA	2/2/2022	REQUEST BWC, DASH CAM FOR 21-5533 AND 21-8975 AND AUDIO FILES FOR THESE CASES	2/14/2022 REQUESTOR WITHDREW REQUEST		2/10/2022 VIA EMAIL OPTIONS OF CD OR THUMB DRIVE	NO	YES	NO	2 HRS 00 MIN ACCUM 4 HRS 00 MIN
63	CAMP	VANESSA	2/7/2022	GARCIA, DOMINGO RODRIGUEZ DOB 2/9/2961 FROM 1/1/1988- PRESENT ANY AND ALL ARREST, OFFENSE REPORT, INCIDENT REPORTS, ACCIDENT RERORTS, CITATIONS ISSUED			2/8/2022 VIA EMAIL	NO	YES	NO	00 HRS 45 MIN ACCUM 00 HRS 45 MIN
64	HOOVER	JENNIFER	2/8/2022	COPY OF CFS, OFFENSE REPORTS FOR JENNIFER GAYLE HOOVER DOB 4/9/1984 OR JERALD JERMANINE JOHNSON DOB 7/28/1981			2/22/2022 VIA EMAIL	NO	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
65	HENDERSON	CHAD	2/8/2022	ACCIDENT 22-163 REQUESTING ANY VIDEOS, REPORTS OR WITNESS STATEMENTS	USPS TRACKING 7020 1810 0001 3924 7207	$9.19	2/22/2022 VIA THUMB DRIVE	NO	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
66	SULLO	SULLO	2/11/2022	LAST 2 WEEKS OF CITATIONS ISSUED			2/22/2022 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 4 HRS 30 MIN
67	VILLEGAS	MERIDITH	2/11/2022	ACCIDENT 43744007 1/2/2022	2/11/2022 REQUESTOR WITHDREW REQUEST HCSO ACCIDENT	XXX	XXXX	XXX	XX	XXXX	XXXXXX
68	COLE	JUSTIN	2/14/2022	COPY OF BWC FROM SKERO FOR ACCIDENT 22-0920	SENT TO AG CRRR TRACKING # 7020 1810 0001 3924 6903		2/22/2022	YES	NO	YES	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
69	BOWES	JACQUELINE	2/14/2022	INFO ON A MIP ON FILE THAT OCCURRED 2010-2011 BOWES, JACQUELINE KELSEY DOB 9/15/1990			2/22/2022 VIA EMAIL	NO	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
70	BENAVIDEA	LAUREN	2/15/2022	CRIME STATS FOR 11011 PLEASANT COLONY GOING BACK TO 2019			2/22/2022 VIA EMAIL	NO	YES	NO	1 HRS 00 MIN ACCUM 1 HRS 00 MIN
71	MARTINEZ	YVONNE	2/17/2022	CRASH REPORT/ POLICE RECORD FOR ACCIDENT 2200001378 OCCURRED 2/3/2022			2/22/2022 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 00 HRS 30 MIN
72	COPE	KATHRYN	2/21/2022	ANY AND ALL CONTACT WITH GRACIE LYNN CHILTON DOB 1/22/2000	SENT TO AG CRRR TRACKING # 7020 1810 0001 3924 6910		2/22/2022 VIA EMAIL	YES	NO	YES	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
73	LEXUS	NEXUS	3/2/2022	LAST MONTH OF CITATIONS ISSUED							
74	SULLO	SULLO	3/2/2022	LAST 2 WEEKS OF CITATIONS ISSUED							
75											D

CITY OF JERSEY VILLAGE
MUNICIPAL COURT
COLLECTIONS 2022

	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	$35,360.52	$4,598.15	$340.00	$952.60	$903.57	$62.20	$0.00	$25,920.25	$68,137.29
Feb	$41,264.23	$6,926.10	$472.00	$1,093.00	$1,068.67	$83.30	$0.00	$33,823.32	$84,730.62
Mar									
Apr									
May									
June									
July									
Aug									
Sept									
Oct									
Nov									
Dec									
Totals	**$76,624.75**	**$11,524.25**	**$812.00**	**$2,045.60**	**$1,972.24**	**$145.50**	**$0.00**	**$59,743.57**	**$152,867.91**

Municipal Courts
Activity Detail
February 1, 2022 to February 28, 2022

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

Court: Jersey Village

CRIMINAL CASES	Traffic Misdemeanors			Non-Traffic Misdemeanors			
	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance	Total
Cases Pending 2/1/2022:							
Active Cases	15,687	227	0	122	1,523	165	17,724
Inactive Cases	16,955	34	0	145	5,247	49	22,430
Docket Adjustments	0	0	0	0	0	0	0
Cases Added:							
New Cases Filed	378	0	0	3	47	0	428
Cases Reactivated	152	0	0	0	74	0	226
All Other Cases Added	0	0	0	0	0	0	0
Total Cases on Docket	**16,217**	**227**	**0**	**125**	**1,644**	**165**	**18,378**
Dispositions:							
Dispositions Prior to Court Appearance or Trial:							
Uncontested Dispositions	50	0	0	0	52	0	102
Dismissed by Prosecution	154	1	0	1	11	1	168
Total Dispositions Prior to Court Appearance or Trial	204	1	0	1	63	1	270
Dispositions at Court Appearance or Trial:							
Convictions:							
Guilty Plea or Nolo Contendere	0	0	0	0	0	0	0
By the Court	4	0	0	0	1	0	5
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	2	0	0	0	0	0	2
Total Dispositions at Court Appearance or Trial	6	0	0	0	1	0	7
Compliance Dismissals:							
After Driver Safety Course	33	---	---	---	---	---	33
After Deferred Disposition	60	0	0	0	1	0	61
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	5	---	---	---	---	---	5
All Other Transportation Code Dismissals	18	0	0	0	0	0	18
Total Compliance Dismissals	116	0	0	0	1	0	117
All Other Dispositions	0	0	0	0	3	0	3
Total Cases Disposed	**326**	**1**	**0**	**1**	**68**	**1**	**397**
Cases Placed on Inactive Status	0	0	0	0	0	0	0
Cases Pending 2/28/2022:							
Active Cases	15,891	226	0	124	1,576	164	17,981
Inactive Cases	16,803	34	0	145	5,173	49	22,204
Show Cause and Other Required Hearings Held	72	0	0	0	4	0	76
Cases Appealed:							
After Trial	0	0	0	0	0	0	0
Without Trial	0	0	0	0	0	0	0

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Municipal Courts
Activity Detail
February 1, 2022 to February 28, 2022

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

Court: Jersey Village

CIVIL/ADMINISTRATIVE CASES

	Total
Cases Pending 2/1/2022:	
Active Cases	0
Inactive Cases	0
Docket Adjustments	0
Cases Added:	
New Cases Filed	0
Cases Reactivated	0
All Other Cases Added	0
Total Cases on Docket	**0**
Dispositions:	
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
Total Cases Disposed	**0**
Cases Placed on Inactive Status	0
Cases Pending 2/28/2022:	
Active Cases	0
Inactive Cases	0
Cases Appealed:	
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	1
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:	
Mandatory Transfer	0
Discretionary Transfer	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:	
Warnings Administered	0
Statements Certified	0
Detention Hearings Held	0
Orders for Non-Secure Custody Issued	0
Parent Contributing to Nonattendance Cases Filed	0

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Municipal Courts
Activity Detail
February 1, 2022 to February 28, 2022

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

Court: Jersey Village

ADDITIONAL ACTIVITY

	Number Given	Number Requests for Counsel
Magistrate Warnings:		
Class C Misdemeanors	0	---
Class A and B Misdemeanors	0	0
Felonies	0	0

	Total
Arrest Warrants Issued:	
Class C Misdemeanors	0
Class A and B Misdemeanors	0
Felonies	0
Capiases Pro Fine Issued	0
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
Cases in Which Fine and Court Costs Satisfied by Community Service:	
Partial Satisfaction	0
Full Satisfaction	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
Fines, Court Costs and Other Amounts Collected:	
Kept by City	$ 75,997
Remitted to State	$ 8,733
Total	$ 84,731

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

CITY OF JERSEY VILLAGE
MUNICIPAL COURT
COURT ROOM ACTIVITIES

DATE	JUDGE/ PROSECUTOR	TOTAL CASES	NO SHOWED	% TO TOTAL	SHOWED	% TO TOTAL	PAYMENT PLAN	% TO TOTAL	DOCKET CLOSED	% TO TOTAL
February 7, 2022	Judge Kisluk	104	31	30%	73	70%	17	23%	26	36%
AM Docket	Marcy McCorvey									
February 7, 2022	Judge Kisluk	58	17	29%	41	71%	5	12%	10	24%
PM Docket	Marcy McCorvey									
February 9, 2022	Judge Harris	53	5	9%	48	91%	3	6%	17	35%
AM Docket	Lance Long									
February 9, 2022	Judge Harris	31	0	0%	31	100%	0	0%	12	39%
PM Docket	Lance Long								.	
TOTAL		**246**	**53**	22%	**193**	78%	**25**	13%	**65**	34%

Location Listing

CITY OF JERSEY VILLAGE

3/4/2022

Location Listing By Location

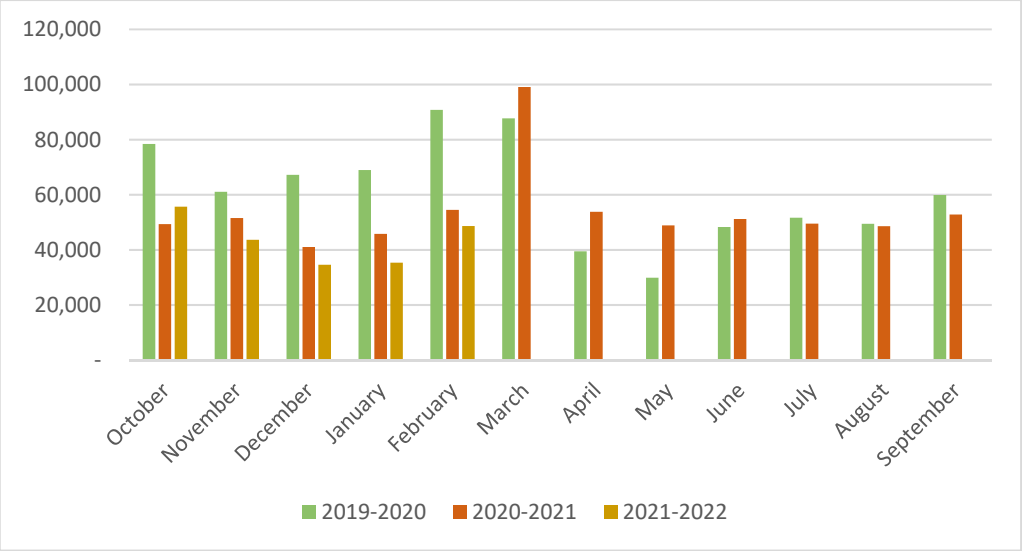
Location Details For Dates From 02/01/22 to 02/28/22

Citation #	Location
Ran Stop Sign	**2**
C0065707	15400 Block Lakeview Dr - N
C0065743	8000 Block Rio Grande Dr - N
Speeding	**1**
C0065743	8000 Block Rio Grande Dr - N
Report Totals	**3**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

JERSEY VILLAGE MUNICIPAL COURT ACTIVITY REPORT
GENERAL PROCEEDS
FY 2019, 2020, 2021

	2019-2020	2020-2021	2021-2022
October	78,416	49,309	55,655
November	61,065	51,540	43,670
December	67,241	41,041	34,579
January	68,972	45,799	35,361
February	90,758	54,502	48,662
March	87,719	99,058	
April	39,486	53,785	
May	29,873	48,861	
June	48,286	51,190	
July	51,684	49,497	
August	49,447	48,597	
September	59,882	52,813	
FY Total	**$ 732,830**	**$ 645,992**	**$ 217,927**
Average Per Month	$ 61,069	$ 53,833	$ 43,585



CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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 February 2022

General –

- Met with Core & Main to discuss Auto Meter Reading/cloud services that allows residents to check water usage. Core & Main will provide a propagation study and quote for the services.
- B&R continue to work at the Seattle Plant to remediate building issues.
- Austin and Harry provided a presentation at the APWA's 50th anniversary on 2/9/22 regarding the Wall St and Berm projects.
- Actively working with our CRS Consultant to obtain more data for the homes that have been elevated throughout the City.
- Met with EDM | Property Services, the new property management company for Taylor Road Industrial Park. Our fleet manager, Jose, will be the President of the Property Owners Association.
- Danielle is continuously working on methods that can be automated including reports of missed trash and recycling pick ups.

Streets –

- Surveyed intersection of Rio Grande at Village Dr. for water voids. Findings indicated there was no void underneath the road. Surveyors also assessed the elevation of paving in the area.
- Streets staff attended training for excavation and utilities awareness.
- Streets staff have been conducting standard operations and responding to incoming work orders (water leaks, sewer issues, sign issues, sidewalk issues, and road issues) as necessary.
- Street sweeping is being conducted regularly as scheduled.
- Staff is actively planning and coordinating future sidewalk repairs.

Plants –

- Responded to an alarm call out at the Tahoe lift station and conducted standard weekend plant checks.
- Repaired frozen, busted valve for the eye wash station at WWTP.
- Plant staff have been managing the rehabilitation of the Seattle and Congo storage towers, repair of the Seattle building, gathering data for plugging the Seattle well, and overseeing contractors repairing the fence at the WWTP.
- Normal operations, routine repairs, and responding to work orders as necessary.

Fleet –

- Fleet staff have been managing the delivery of new incoming vehicles and coordinating the decommission of vehicles that will be sold in auction or to Carmax.
- Working on repairs and work orders as necessary.

Code Enforcement –

- Yolanda and Danielle coordinated a meeting with the prosecutor to discuss procedures for taking code enforcement violations to court. The meeting is scheduled for March 10, 2022.
- Yolanda is conducting regular code enforcement inspections, following up with reported violations, and removing bandit signs across the city as necessary.
- Yolanda investigated an illegal dumping site on the north side of Hempstead Road between Beltway 8 and Senate Ave. She is currently in touch with TXDOT and other government agencies in attempt to mitigate the issue.
- Yolanda proactively conducted sweeps of Lakeview and Argentina in search of code enforcement violations.

Jersey Meadow Golf Course
Monthly Report

FY 2021-2022													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	2397	2623	3906	2991	2480								14397
Tournament Rounds	372	478	179	385	360								1774
Range buckets	1585	1715	1766	1750	1590								8406
Unearned Revenue	(556.33)	514.85	-5949.83	1,720.67	1612.93								-2657.71
All Memberships	2,549.04	1,542.74	5,865.67	3,997.46	3,767.58								17,722.49
Green Fees	65,544.86	78,370.08	124,320.31	100,457.95	81,773.18								450,466.38
Tournament Fees	10,948.44	13,288.54	4,891.74	12,613.60	12,335.54								54,077.86
Range Fees	14,489.57	14,786.57	16,660.55	13,857.89	14,225.30								74,019.88
Club Rental	570.00	550.00	750.00	470.00	575.00								2,915.00
Sales of Merchandise	17,121.81	19,125.27	28,937.12	16,692.98	12,081.97								93,959.15
Concession Fees	4,234.29	4,478.32	4,472.80	3,616.67	3,428.00								20,230.08
Miscellaneous Fees	745.00	572.50	1,227.50	4,620.00	2,122.50								9,287.50
Total Income	115,646.68	133,228.87	181,175.86	158,047.22	131,922.00	-	-	-	-	-	-	-	720,020.63
Weather Totals	3RO/5W	3RO/3W/1H	1RO/4WD/1H	4RO/5WD	3RO/9W								14RO/26WD/2H
Income Per Round	$41.05	$42.30	$44.37	$45.12	$44.56	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43.59
FY 2020-2021													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	4199	3833	3206	3215	2280	3783	4087	2324	3072	2821	2836	2533	38189
Tournament Rounds	432	411	259	331	305	440	529	124	203	191	291	190	3706
Range buckets	2502	2139	1223	1788	1486	2241	2466	1307	1502	1498	1382	1258	20792
Unearned Revenue	(1,828.70)	-1677.03	-4123.64	2,577.07	2064.97	-958.42	206.90	-92.10	575.09	-127.91	-155.38	-27.46	-3566.61
Star Memberships	2,377.46	2,736.33	5,954.76	7,521.62	1,915.74	4,635.35	3,159.33	1,995.45	4,803.60	3,233.89	3,180.76	6,454.90	47,969.19
Green Fees	141,058.90	124,752.60	109,221.89	105,315.36	71,692.37	119,546.11	121,128.32	62,875.00	80,447.99	80,645.70	81,404.77	71,499.41	1,169,588.42
Tournament Fees	13,045.47	13,682.26	8,298.51	10,179.60	9,200.71	14,142.00	18,269.46	2,903.42	4,212.42	4,527.46	8,223.60	4,834.56	111,519.47
Range Fees	17,672.31	16,345.86	11,579.13	15,033.71	11,146.53	19,095.87	20,049.84	13,537.90	12,704.06	14,081.06	11,890.88	12,542.44	175,679.59
Club Rental	390.00	400.00	200.00	225.00	275.00	648.00	680.00	468.75	500.00	495.00	605.00	450.00	5,336.75
Sales of Merchandise	17,709.62	19,202.56	24,247.44	13,485.64	14,168.19	24,726.37	26,656.07	13,570.96	18,020.66	18,184.21	18,934.56	14,113.44	223,019.72
Concession Fees	6,097.49	4,843.35	3,944.58	3,819.87	2,830.15	5,123.29	5,450.52	3,378.74	4,157.36	3,740.46	3,714.91	3,334.53	50,435.25
Miscellaneous Fees	2,450.00	2,530.00	3,888.25	4,914.50	2,224.50	3,717.50	1,762.50	407.50	937.50	785.70	960.51	515.00	25,093.46
Total Income	198,972.55	182,815.93	163,210.92	163,072.37	115,518.16	190,676.07	197,362.94	99,045.62	126,358.68	125,565.57	128,759.61	113,716.82	1,805,075.24
Weather Totals	1RO/1CM	2RO/2W/1H	4RO/4W/1H	4RO/9W	7RO/7W	5W/1CM	1RO/4W/1CM	5RO/9W/5CM	3RO/5W	1RO/13W/	5WD	3RO/7W/	31RO/70W/8CM/2H
Income Per Round	$42.85	$42.83	$46.57	$43.14	$43.15	$44.28	$42.03	$39.68	$36.94	$40.66	$40.21	$39.40	$42.03
FY 2019-2020													
	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

Jersey Meadow Golf Course
Monthly Report

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	350.00	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
Total Income	130,118.05	120,324.00	155,004.68	102,633.44	119,035.47	122,646.52	3,332.73	217,514.65	195,149.67	214,973.61	202,922.72	201,970.21	1,785,625.75
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

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Jersey Meadow Golf Course
Monthly Report

Fy 2018-2019													
	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	4588.93	4294.91	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	104445.40	77863.67	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	17097.50	21,215.16	8,816.48	9044.27	10591.82	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	5831.73	7,207.86	9,019.33	8733.55	7613.81	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	19090.89	21,910.22	18,239.02	22489.56	16744.87	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	4433.14	4,587.18	4,734.94	4221.99	3379.30	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
Total Income	$111,884.63	85,058.91	101,099.04	71,095.93	78,775.86	132,688.62	159,434.76	138,469.90	153,780.37	166,944.05	154,187.10	120,492.74	$1,473,911.91
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
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
Total Income	$121,033.50	$122,953.35	$86,093.88	$70,085.75	$59,891.51	$139,649.05	$155,493.61	$149,440.82	$135,213.57	$126,329.06	$133,667.26	$79,702.57	$1,383,523.99
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
Income Per Round	$32.80	$35.44	$36.95	$33.35	$31.76	$35.60	$35.91	$35.94	$36.92	$35.71	$31.71	$34.46	$34.82

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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	1279	1412	1263	1155	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
Total Income	$117,731.59	$103,172.09	$78,001.19	$67,713.43	$95,036.13	$95,806.14	$131,996.56	$138,192.35	$116,176.10	$119,560.42	$77,886.82	$119,171.90	$1,260,444.72
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
Income Per Round	$35.08	$35.94	$33.95	$34.64	$36.55	$32.91	$34.57	$33.71	$33.83	$34.61	$32.64	$32.21	$34.17
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		154	57	428	571	672	428	430	458	3,393
Range buckets	1,045	528	626	857	1195	1224	1152	1354	1444	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	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
Total Income	$106,470.98	$75,432.78	$74,018.26	$76,036.17	$97,463.39	$104,082.04	$112,704.56	$127,650.38	$118,778.63	$133,135.75	$78,677.88	$93,473.53	$1,197,924.35
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
Income Per Round	$35.57	$35.33	$35.98	$36.39	$36.95	$38.66	$38.30	$35.74	$35.14	$37.33	$33.42	$33.94	$36.11
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	1054	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

Jersey Meadow Golf Course
Monthly Report

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
Total Income	$134,722.31	$83,959.45	$68,567.66	$69,441.40	$76,083.55	$91,793.79	$111,136.40	$103,922.34	$107,994.06	$121,703.90	$105,780.99	$111,941.21	$1,187,047.06
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
Income Per Round	$36.74	$35.89	$33.94	$36.34	$37.43	$35.57	$37.10	$38.34	$36.24	$37.26	$36.27	$38.30	$36.70

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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	2914	3457	3175	3344	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	1506	1307	1212	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
Total Income	$112,256.50	$86,555.89	$74,544.61	$81,979.11	$82,869.08	$113,721.63	$145,935.03	$135,212.87	$136,884.19	$129,832.66	$127,060.55	$102,874.90	$1,329,727.02
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
Income Per Round	$35.28	$33.85	$33.51	$33.28	$36.12	$36.09	$38.26	$36.89	$36.53	$36.42	$36.72	$35.66	$35.94

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	1180	1569	1345	1471	1206	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
Total Income	$126,863.43	$108,840.98	$87,981.14	$77,017.19	$102,765.52	$130,272.44	$136,845.85	$142,782.59	$140,916.71	$129,848.04	$139,325.93	$106,036.34	$1,429,496.16
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
Income Per Round	$37.47	$36.91	$37.32	$35.29	$37.51	$36.45	$38.63	$36.42	$36.60	$36.11	$36.05	$34.71	$36.64

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	1137	689	1472	1821	1605	1467	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

Jersey Meadow Golf Course
Monthly Report

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
Total Income	$122,682.88	$108,262.93	$94,085.74	$98,100.81	$76,096.11	$122,890.07	$172,298.02	$160,431.59	$148,872.67	$119,752.33	$124,754.90	$123,777.61	$1,472,005.66
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
Income Per Round	$34.57	$37.59	$38.03	$36.00	$35.57	$37.40	$39.44	$38.02	$39.58	$36.76	$35.93	$36.86	$37.27

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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
Total Income	$139,179.00	$90,653.80	$87,144.03	$77,783.07	$86,375.14	$128,568.43	$159,034.17	$152,725.31	$136,296.40	$131,145.37	$106,793.96	$121,931.64	$1,417,630.32
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
Income Per Round	$34.57	$33.71	$34.92	$34.29	$34.90	$35.75	$38.26	$37.55	$37.83	$35.86	$33.45	$34.86	$35.68

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
Total Income	$103,207.76	$96,493.13	$58,881.34	$65,385.20	$60,366.44	$106,524.19	$141,465.69	$151,793.76	$127,349.87	$103,307.41	$119,120.02	$105,992.38	$1,239,887.19
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
Income Per Round	$33.92	$34.28	$35.84	$33.87	$34.41	$34.58	$36.49	$36.79	$36.74	$35.63	$34.39	$34.87	$35.29

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

Jersey Meadow Golf Course
Monthly Report

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
Total Income	$134,510.60	$114,498.62	$87,764.41	$113,439.70	$110,216.57	$115,568.16	$138,971.95	$183,966.50	$150,758.80	$131,151.09	$135,462.38	$117,146.85	$1,533,455.63
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
Income Per Round	$37.29	$36.94	$36.87	$37.18	$36.45	$34.90	$36.21	$36.31	$37.15	$35.42	$35.22	$35.06	$36.23

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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	4,626.10	4,846.64	11,084.79	12,245.83	14,991.62	10,154.55	10,227.21	6,841.60	87,252
Total Income	$126,487.79	$94,925.64	$99,917.78	$75,011.97	$100,700.05	$132,065.05	$155,429.05	$169,312.86	$155,196.64	$142,671.45	$131,296.35	$96,649.97	$1,479,664.60
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-Ike	65/2
Income Per Round	$32.45	$34.34	$35.22	$34.50	$34.78	$36.83	$36.19	$37.89	$37.49	$34.17	$36.41	$35.91	$35.62
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
Total Income	$117,861.55	$102,029.64	$74,975.20	$54,034.85	$72,778.54	$109,943.24	$136,106.91	$118,076.89	$115,684.33	$92,205.50	$99,598.38	$122,421.45	$1,215,716.48
Weather Totals				15 rain/cold	6 rain/cold	5 rain	3 rain	9 rain	12 rain	15 rain	4 rain	1 rain	
Income Per Round	$34.43	$33.82	$34.49	$32.33	$32.31	$34.64	$34.76	$34.11	$35.83	$34.17	$32.15	$35.90	$34.22
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

Jersey Meadow Golf Course
Monthly Report

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
Total Income	$112,404.27	$90,189.37	$88,068.59	$83,070.84	$71,999.49	$104,191.17	$139,295.97	$115,998.28	$101,816.38	$103,720.42	$101,019.79	$109,953.60	$1,221,728.17
Weather Totals													
Income Per Round	$32.69	$33.15	$33.97	$31.38	$32.04	$31.36	$34.14	$32.46	$33.19	$33.25	$31.70	$32.66	$32.70

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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
Total Income	$95,130.71	$64,996.08	$77,484.77	$71,127.66	$51,257.88	$86,764.80	$115,967.96	$104,873.51	$107,303.27	$99,303.72	$93,013.00	$90,534.83	$1,057,758.19
Weather Totals						10 R; 20 S	2R; 28 S	3R; 28S	30S; No R	12R; 19 S	7R; 25 S	4R; 26S	
Income Per Round	$27.88	$30.77	$29.53	$30.03	$31.13	$32.27	$33.86	$32.51	$32.80	$32.94	$31.02	$34.44	$31.65

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
Total Income	$102,823.66	$90,345.58	$80,084.95	$66,338.79	$57,661.71	$84,159.32	$104,280.59	$104,343.54	$40,612.61	$3,630.71	$0.00	$96,487.44	$830,768.90
Income Per Round	$29.81	$30.75	$28.93	$28.67	$27.09	$27.56	$27.95	$30.59	$19.94	$0.00	$0.00	$21.76	$27.96

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

Jersey Meadow Golf Course
Monthly Report

Total Income	$82,312.21	$103,235.26	$71,393.53	$72,811.02	$54,779.23	$99,872.03	$124,929.89	$141,252.87	$119,901.73	$106,152.54	$96,632.86	$81,387.04	$1,154,660.21
Income Per Round	$31.06	$32.02	$30.89	$26.56	$26.06	$28.60	$30.19	$29.58	$29.49	$28.13	$28.77	$28.73	$29.29

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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
Total Income	$106,090.07	$102,401.21	$79,989.92	$75,777.35	$90,919.56	$113,035.55	$143,264.78	$147,944.24	$129,636.37	$122,080.05	$107,076.18	$112,621.59	$1,334,761.87
Income Per Round	$33.12	$33.45	$28.84	$27.37	$30.07	$29.66	$32.28	$31.01	$30.83	$29.36	$29.69	$31.09	$30.63

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										
Total Income	$146,391.00	$78,566.00	$75,832.00	$49,996.91	$61,683.41	$76,578.07	$139,422.52	$125,779.52	$96,430.49	$103,215.88	$94,954.04	$100,254.67	$1,144,014.51
Income Per Round	$40.31	$32.91	$34.10	$32.76	$29.56	$34.87	$35.49	$36.12	$31.14	$28.96	$27.66	$28.81	$32.65

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.

Golf Course Monthly Financial Statements

Jersey Village, TX

Group Summary

For Fiscal: 2021-2022 Period Ending: 02/28/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 11 - GOLF COURSE FUND						
Department: 80 - 80						
85 - FEE & CHARGES FOR SERVICE	2,110,800.00	2,110,800.00	129,751.71	720,264.67	-1,390,535.33	34.12 %
96 - INTEREST EARNED	150.00	150.00	2.71	11.40	-138.60	7.60 %
97 - INTERFUND ACTIVITY	237,098.86	237,098.86	0.00	0.00	-237,098.86	0.00 %
Department: 80 - 80 Total:	**2,348,048.86**	**2,348,048.86**	**129,754.42**	**720,276.07**	**-1,627,772.79**	**30.68 %**
Department: 81 - CLUB HOUSE						
30 - SALARIES, WAGES, & BENEFITS	532,755.26	532,755.26	47,084.37	209,357.92	323,397.34	39.30 %
34 - COST OF SALES	159,500.00	159,500.00	29,587.34	59,286.38	100,213.62	37.17 %
35 - SUPPLIES	17,350.00	17,350.00	437.29	5,466.27	11,883.73	31.51 %
45 - MAINTENANCE	5,950.00	5,950.00	1,772.40	3,913.36	2,036.64	65.77 %
50 - SERVICES	39,000.00	39,000.00	2,379.26	10,931.65	28,068.35	28.03 %
54 - SUNDRY	79,900.00	79,900.00	6,554.21	29,986.88	49,913.12	37.53 %
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	21,000.52	-1,000.52	105.00 %
97 - INTERFUND ACTIVITY	148,950.00	148,950.00	0.00	0.00	148,950.00	0.00 %
Department: 81 - CLUB HOUSE Total:	**1,006,905.26**	**1,006,905.26**	**87,814.87**	**339,942.98**	**666,962.28**	**33.76 %**
Department: 82 - COURSE MAINTENANCE						
30 - SALARIES, WAGES, & BENEFITS	640,887.88	640,887.88	53,808.89	213,668.64	427,219.24	33.34 %
35 - SUPPLIES	141,200.00	141,200.00	7,236.85	44,510.98	96,689.02	31.52 %
40 - MAINTENANCE--BLDGS, STRUC	4,000.00	4,000.00	0.00	932.00	3,068.00	23.30 %
45 - MAINTENANCE	10,000.00	10,000.00	0.00	2,661.80	7,338.20	26.62 %
50 - SERVICES	8,000.00	8,000.00	258.00	2,727.91	5,272.09	34.10 %
54 - SUNDRY	90,500.00	90,500.00	0.00	0.00	90,500.00	0.00 %
55 - PROFESSIONAL SERVICES	3,000.00	3,000.00	0.00	662.76	2,337.24	22.09 %
97 - INTERFUND ACTIVITY	375.00	375.00	0.00	0.00	375.00	0.00 %
Department: 82 - COURSE MAINTENANCE Total:	**897,962.88**	**897,962.88**	**61,303.74**	**265,164.09**	**632,798.79**	**29.53 %**
Department: 83 - BUILDING MAINTENANCE						
35 - SUPPLIES	5,600.00	5,600.00	58.44	1,697.44	3,902.56	30.31 %
40 - MAINTENANCE--BLDGS, STRUC	16,000.00	16,000.00	165.10	7,075.40	8,924.60	44.22 %
45 - MAINTENANCE	2,000.00	2,000.00	0.00	234.00	1,766.00	11.70 %
50 - SERVICES	25,000.00	25,000.00	0.00	6,586.78	18,413.22	26.35 %
55 - PROFESSIONAL SERVICES	800.00	800.00	0.00	255.00	545.00	31.88 %
Department: 83 - BUILDING MAINTENANCE Total:	**49,400.00**	**49,400.00**	**223.54**	**15,848.62**	**33,551.38**	**32.08 %**
Department: 87 - GC CAPITAL IMPROVEMENT						
70 - CAPITAL IMPROVEMENTS	63,125.00	63,125.00	2,132.99	34,607.03	28,517.97	54.82 %
Department: 87 - GC CAPITAL IMPROVEMENT Total:	**63,125.00**	**63,125.00**	**2,132.99**	**34,607.03**	**28,517.97**	**54.82 %**
Department: 88 - EQUIPMENT MAINTENANCE						
30 - SALARIES, WAGES, & BENEFITS	68,555.72	68,555.72	6,560.77	28,499.56	40,056.16	41.57 %
35 - SUPPLIES	29,150.00	29,150.00	2,321.37	9,839.94	19,310.06	33.76 %
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	0.00	500.00	0.00 %
97 - INTERFUND ACTIVITY	226,450.00	226,450.00	0.00	0.00	226,450.00	0.00 %
Department: 88 - EQUIPMENT MAINTENANCE Total:	**330,655.72**	**330,655.72**	**8,882.14**	**38,339.50**	**292,316.22**	**11.59 %**
Fund: 11 - GOLF COURSE FUND Surplus (Deficit):	**0.00**	**0.00**	**-30,602.86**	**26,373.85**	**26,373.85**	**0.00 %**
Report Surplus (Deficit):	**0.00**	**0.00**	**-30,602.86**	**26,373.85**	**26,373.85**	**0.00 %**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
11 - GOLF COURSE FUND	0.00	0.00	-30,602.86	26,373.85	26,373.85
Report Surplus (Deficit):	**0.00**	**0.00**	**-30,602.86**	**26,373.85**	**26,373.85**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Golf Course Fund
For the period ended February 28, 2022

	Adopted Budget	Current Budget	YTD Actual	% of Actual compared to Budget	Projections
Revenue					
Fees & Charge for Services	2,110,800.00	2,110,800.00	720,264.67	34.12%	2,110,800.00
Interest Earned	150.00	150.00	11.40	7.60%	100.00
Interfund Activity	237,098.86	237,098.86	-	0.00%	237,098.86
Miscellaneous Revenue	-	-	-	0.00%	-
Other Agency Revenue	-	-	-	0.00%	-
Total Revenue	2,348,048.86	2,348,048.86	720,276.07	30.68%	2,347,998.86
Expenditures					
Club House	1,006,905.26	1,006,905.26	339,942.98	33.76%	1,006,905.26
Course Maintenance	897,962.88	897,962.88	265,164.09	29.53%	897,962.88
Building Maintenance	49,400.00	49,400.00	15,848.62	32.08%	49,400.00
Capital Improvement	63,125.00	63,125.00	34,607.03	54.82%	63,125.00
Equipment Maintenance	330,655.72	330,655.72	38,339.50	11.59%	330,655.72
Total Expenditures	2,348,048.86	2,348,048.86	693,902.22	29.55%	2,348,048.86

Jersey Village Parks & Recreation

To: Mayor Warren and City Council

CC: Austin Bleess, City Manager

From: Robert Basford, Parks and Recreation Director

Date: March 14, 2022

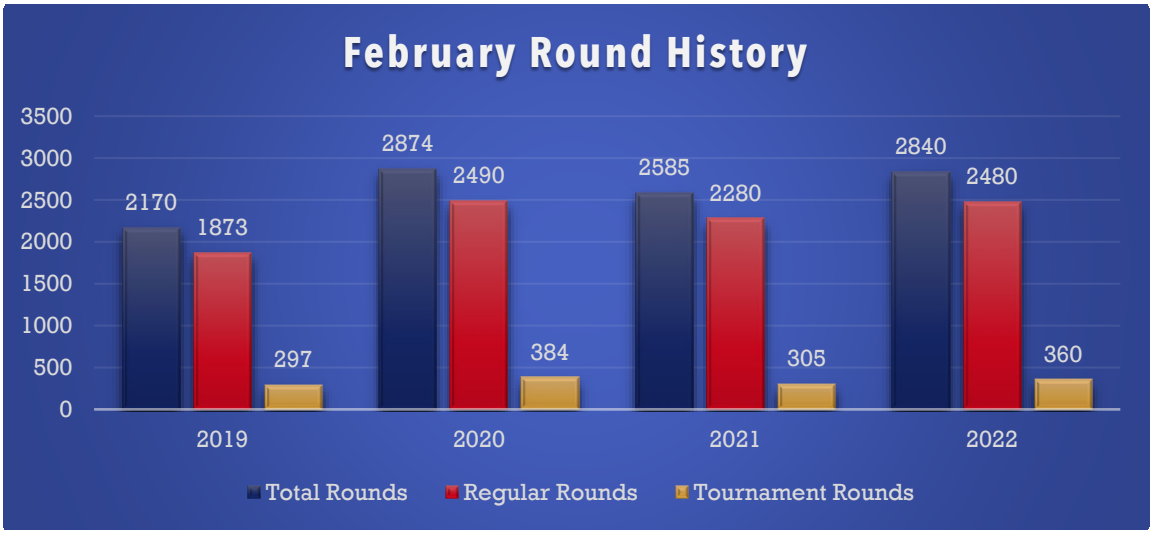
Subject: Parks & Recreation February 2022 Monthly Update

Jersey Meadow Golf Club

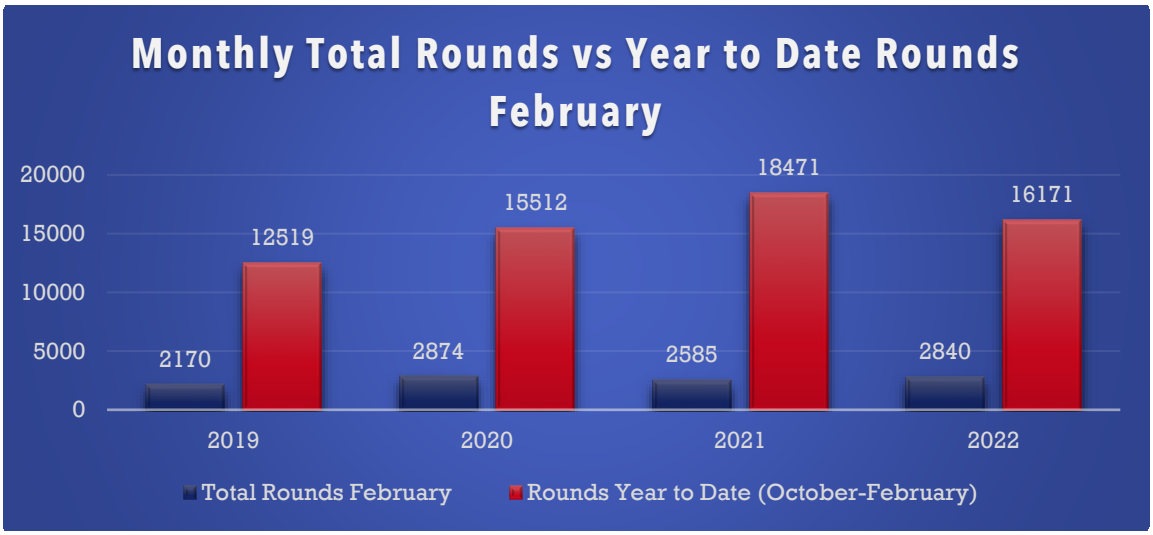
Financial Report (Monthly and Year to Date)

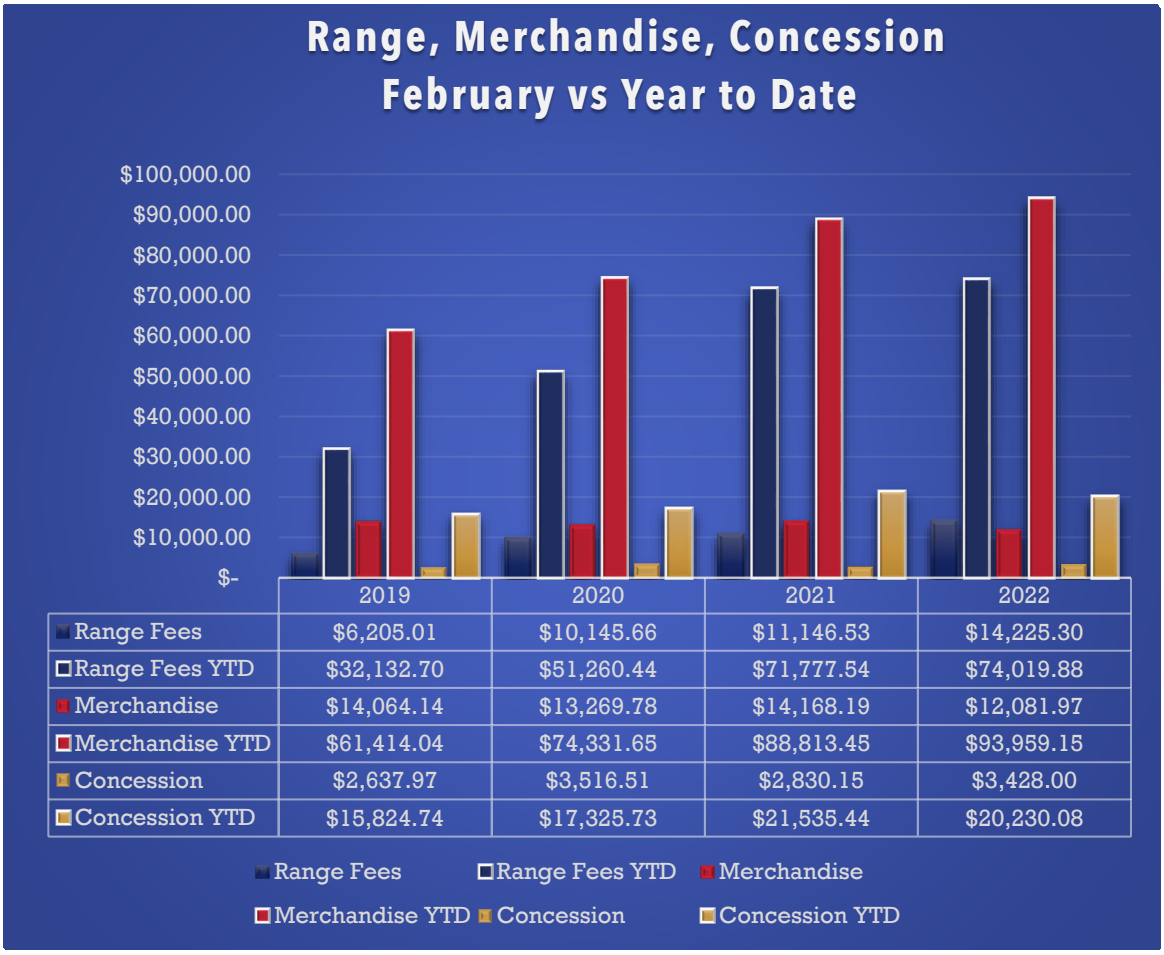
Monthly

For the month of February, the course recorded the best February revenue numbers to date. The course received $81,773.18 in green fees, and $12,335.54 in tournament fees. The course hosted 2480 rounds and 360 rounds of tournament play for a total of 2840 rounds. We experienced 3 rainouts, 9 weather days and an overall cold environment for the month of February once again. Merchandise Sales totaled $12,081.97. This month produced a total golf course monthly revenue of $131,922.00. We are very blessed to get back to reporting the best numbers to date and we are very proud of all the hard work our Golf division has put in to make these numbers a reality.

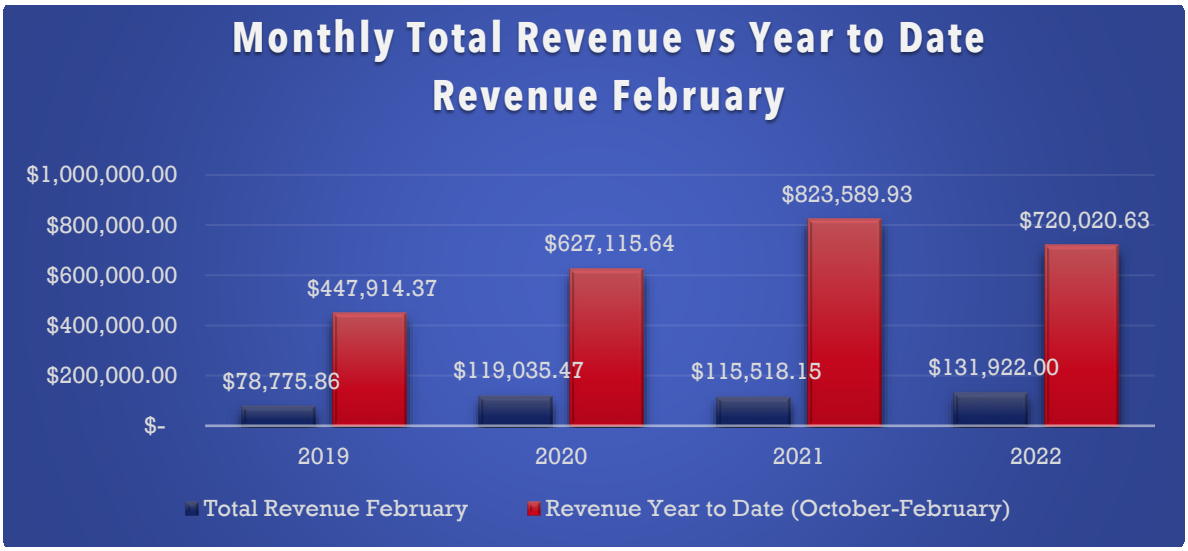


CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022





	2019	2020	2021	2022
Range Fees	$6,205.01	$10,145.66	$11,146.53	$14,225.30
Range Fees YTD	$32,132.70	$51,260.44	$71,777.54	$74,019.88
Merchandise	$14,064.14	$13,269.78	$14,168.19	$12,081.97
Merchandise YTD	$61,414.04	$74,331.65	$88,813.45	$93,959.15
Concession	$2,637.97	$3,516.51	$2,830.15	$3,428.00
Concession YTD	$15,824.74	$17,325.73	$21,535.44	$20,230.08



Clubhouse Maintenance Report

- Greens were sprayed with the fifth application of PoaCure to reduce the germination and aid in the elimination of Poa-annnual.
- Green pigment was applied to the greens to cover the turf and keep soil temperatures warmer.
- Fertilizer was applied to greens to feed the roots and promote a smoother transition in the spring.
- Golf cart fleet batteries were checked for fluids, air in tires checked and battery terminals were cleaned and tightened to make better contact.
- Turf groomers have been installed on the greens mower and will help control Poa-Annual which germinates on our putting surface.
- Pumps were scraped and rust chipped off in preparation to apply rust inhibitor and paint.
- Rock was placed on #7 Matt's creek and in landing area in front of the Green.
- Greens were sprayed with fungicide with a stress guard to cure and wart off any fungi prone to contaminate our putting surfaces.
- Fertilizer and penetrant were applied to greens to feed the roots and promote a smoother transition in the spring.
- Lake levels were lowered to the proper level. This allowed overgrown drainage crossings on fairways to recede and allow carts thru during play, A big thank you to Public Works for the use of the City Pump.
- Greens were lightly top-dressed for a smoother playing surface.
- A large leak at our Pump House main was dug up and repaired, we were lucky in that the leak was not in the concrete thrust block which was poured when the metal pipes were installed.
- Pampas grass throughout the golf course was fertilized.
- Greens were double groomed and lightly top-dressed for a smoother playing surface.
- Greens were fertilized and dye added to mixture.
- A leak on #8 fairway and on # 14 green were repaired.
- Aquatic plants were planted around our new lakes to provide definition, depth and esthetics to lakes and golf course.

- Area behind driving range net at entrance to golf course was cleared and cleaned for future ground cover bed to be installed.

Parks, Recreation and Facilities

Parks

- Staff spent some time during the month of February on the potential redesign of the Carol Fox sand pit area, gathering quotes on replacing the wood wall and all the equipment in this pit. We will also consider new drainage and new sand to improve the area.
- Continued gathering prices and styles to put together a price to replace all the benches, trash cans and picnic tables throughout the city.
- We are near completion of cutting back and replacing flowers in all the flower beds throughout the city, we are also adding new mulch to all the flower beds in the city.
- We are planning to start a little project at the front of the golf course entrance on Rio Grande. This project will consist of a little bit of redesign, we will be adding some curbing to border in the flower garden. We will be adding some new sod to make everything a little more uniform. We will also be adding some more color and new flowers also a lot of new mulch.
- Attended the TRAPS state conference at Texas A&M, this conference was very informational and great for me to learn how a lot of things are done out here in Texas. A few things that I learned about there are,
    - The science behind the warm season grasses and how we can manage these types of grasses on a lower budget.
    - Why we need to take the time to really think about taking care of our urban tree population and what we can do to take care of our tree population. Going to be taking a look into making us a tree city.
    - Was able to talk to a lot of the playground vendors that supply our area, some of the companies I had the opportunity to talk with are a few I will be looking into some of their products.
    - Learned a few new ways on how to design new areas for our parks using some new and improved technology.
- We have started painting all the yellow curbs in the city, currently starting to look at new ways to improve the speed and consistency of painting the curbs.
- Starting working on park portfolios for each park that will tell us all the information about the park. Also with these new park portfolios it will be able to tell us what we have for equipment what we have for amenities.
- The pool bathroom fixture project is complete
- We are working on painting the pool bathroom floor and all the grey floor.
- We replaced about 15 different boards on the Carol Fox Park wood retaining wall, as we replaced a few boards we noticed a lot more boards needed to be replaced. We got most of the rotted boards replaced.

Recreation

- Senior Fitness is going strong. It is turning into a strong program with healthy numbers. One year anniversary of the program is coming up in May.
- I spent a good amount of time creating the entire promotional flyers for the Founders Day event. Now we have a social media bank with images that are ready to post.
- All FUAs needed for the upcoming year have been completed.
- Worked on creating the website for founders' day, as well as the portal where residents can purchase their wrist bands.
- I have confirmed the dates that the library will bring programming to our civic center. They are bringing 5 wonderful programs in the month of June that will be free to all.
- Geocaching has been confirmed. We are partnering with the Fairbanks Library to bring this wonderful program to Clark Henry Park. It will go live the week of Spring Break (CFISD Spring Break)
- I have completed my Lifeguard certification and it is valid for 2 years. Currently I am also working on my lifeguard management certification so I can more effectively handle my staff this pool season.
- We raised $690 through bingo. This month I was able to present the check to loving arms pet placement.
- Our pool motor has given out. I have already placed an order for the replacement and progressive should have our pool running back to normal within a week.
- Our bathroom project is completed! The only thing remaining if for Sebastian and I to finish painting the floors
- I have finished the play guide! I already sent it out to minutemen press and they will have it printed and shipped early March.

Facilities

The facilities department spent the month of February on routine work orders, facility disinfectant, our LED lighting project at the police station as well as budget prep and project planning for the remainder of the year. The resealing of the Civic Center roof is set for early March and phase II of the LED lighting project is set to take place late April.

ID	Status	Open Date	Resolved Date	Type	Address	Notes
947858	canceled	2/28/2022 17:03	3/3/2022	Code Issue	16425 Lakeview Dr Jersey Village 77040	While walking conducting inspections I observed vehicle parked on grass a notice will be mailed to homeowners allowing homeowners time to correct
947277	resolved	2/28/2022 14:07	2/28/2022	Code Issue	77064 Jersey Village 77064	6 signs removed
947182	assigned	2/28/2022 13:23	--	Code Issue	8518 Argentina St Jersey Village 77040	An inspection conducted this date i observed two box trucks in driveway
946819	assigned	2/28/2022 10:49	--	Code Issue	16529 Jersey Dr Jersey Village 77040	Tall grass in empty lot next to fire station
946414	resolved	2/28/2022 8:02	2/28/2022	Code Issue	16425 Jersey Dr Jersey Village 77040	Vehicle parked on grass
945017	resolved	2/25/2022 16:12	2/25/2022	Code Issue	18700 US 290 Frontage Rd Jersey Village 77065	While driving I observed 2 pennant signs in the right of way. I spoke with manager of dealership an asked to remove pennant signs were removed
945002	resolved	2/25/2022 16:01	2/25/2022	Code Issue	Jones Rd Jersey Village 77041	1 sign removed
944985	resolved	2/25/2022 15:44	2/28/2022	Code Issue	16105 Lakeview Dr Jersey Village 77040	An inspection conducted this date I observed RV in driveway a letter will be mailed to homeowners
944966	assigned	2/25/2022 15:22	--	Code Issue	16109 Wall St Jersey Village 77040	An inspection conducted this date I observed a boat in the driveway. A letter will be mailed to homeowners
944933	canceled	2/25/2022 15:02	2/25/2022	Code Issue	8102 Rio Grande St Jersey Village 77040	2 signs removed
944927	resolved	2/25/2022 14:58	2/25/2022	Code Issue	Jersey Meadow Dr Jersey Village 77065	2 sign removed
944921	canceled	2/25/2022 14:54	2/25/2022	Code Issue	Sawgrass Ln Jersey Village 77064	2 signs removed
944892	resolved	2/25/2022 14:32	2/25/2022	Code Issue	17000 Northwest Fwy Jersey Village 77040	An inspection conducted this date I observed 2 pennant signs observed. I spoke with manager he removed both signs
944888	resolved	2/25/2022 14:29	2/25/2022	Code Issue	8901 Jones Rd Jersey Village 77065	1 sign removed
944719	assigned	2/25/2022 12:33	--	Code Issue	15302 Ashburton Dr Jersey Village 77040	I observed a truck parked on grass. A letter will be mailed to homeowners
943950	resolved	2/24/2022 16:05	2/24/2022	Code Issue	17504 Northwest Fwy Jersey Village 77065	20 signs removed
942785	resolved	2/23/2022 15:11	2/23/2022	Code Issue	16002 Singapore Ln Jersey Village 77040	4 signs removed
942423	assigned	2/23/2022 12:02	--	Code Issue	16425 Jersey Dr Jersey Village 77040	Piles of limbs in trash stacked up in the backyard.
942028	assigned	2/21/2022 9:07	--	Code Issue	16018 Acapulco Jersey Village	travel trailer in driveway
941727	assigned	2/22/2022 20:50	--	Code Issue	16517 St Helier St Jersey Village 77040	Branches hanging over the street.
941723	resolved	2/22/2022 20:40	3/1/2022	Code Issue	16110 St Helier St Jersey Village 77040	There is a large pile of dirt that was hauled in. Looks like they are bringing in fill which is against our flood plain ordinance.
941716	canceled	2/22/2022 20:26	2/24/2022	Code Issue	16321 Jersey Dr Jersey Village 77040	Mattress sitting out on porch.
940815	assigned	2/22/2022 10:24	--	Code Issue	16342 Acapulco Dr Jersey Village	Treadmill stored underneath garage.
940439	assigned	2/22/2022 6:55	--	Code Issue	16325 Acapulco Dr Jersey Village 77040	Boat in driveway.
940292	assigned	2/21/2022 19:10	--	Code Issue	15616 Hempstead Rd Houston 77040-3018	Potential illegal dumping on these sites. This was a citizen report during citizen comments at the Council meeting. Please check all the land on the north side of Hempstead Road between Beltway and Senate Avenue.
940142	assigned	2/21/2022 15:43	--	Code Issue	16330 Acapulco Dr Jersey Village 77040	An inspection conducted this date I observed rubbish in front yard I spoke with homeowners and explained the ordinance
940137	assigned	2/21/2022 15:39	--	Code Issue	15309 Welwyn Dr Jersey Village 77040	A inspection conducted this date I observed several bags of trash at curb on a nine trash day a letter will be mailed to homeowners
940134	assigned	2/21/2022 15:35	--	Code Issue	8401 Rio Grande St Jersey Village 77040	An inspection conducted this date I observed trash in front of the residence a letter will be mailed to homeowners allowing them time to correct
939937	resolved	2/21/2022 13:05	2/21/2022	Code Issue	12400 Castlebridge Dr Jersey Village 77065	4 signs removed
938450	resolved	2/18/2022 15:32	2/18/2022	Code Issue	16600â€“16686 Jersey Dr Jersey Village 77040	Sign in right of way removed
938441	canceled	2/18/2022 15:28	2/18/2022	Code Issue	16700 Northwest Fwy Jersey Village 77040	Sign in right of way removed
938439	canceled	2/18/2022 15:27	2/18/2022	Code Issue	16700 Northwest Fwy Jersey Village 77040	Sign in right in right of way removed
938415	resolved	2/18/2022 15:06	2/18/2022	Code Issue	15422 Shanghai St Jersey Village 77040	6 signs removed
938387	assigned	2/18/2022 14:46	--	Code Issue	15706 Jersey Dr Jersey Village 77040	Low tree branch over sidewalk a letter will be mailed to homeowners
938385	assigned	2/18/2022 14:45	--	Code Issue	15714 Jersey Dr Jersey Village 77040	Low trees observed over sidewalk and street letter will be mailed to homeowners

938311	assigned	2/18/2022 14:07	--	Code Issue	15909 Lakeview Dr Jersey Village 77040	A inspection conducted this I observed junked vehicle in driveway a letter will be mailed
938262	resolved	2/18/2022 13:11	2/18/2022	Code Issue	12123 West Rd Jersey Village 77065	2 signs removed
937147	resolved	2/16/2022 12:00	2/23/2022	Code Issue	16421 Smith St Jersey Village	An inspection conducted this date I observed RV in driveway a letter will be mailed
936922	assigned	2/10/2022 9:42	--	Code Issue	8505 Hawaii Jersey Village	trash screening on right side of property
936558	resolved	2/16/2022 18:55	2/28/2022	Code Issue	15502 Lakeview Dr Jersey Village 77040	Trees over road. And blocking sign.
936237	resolved	2/16/2022 14:39	3/2/2022	Code Issue	15802 Acapulco Dr Jersey Village 77040	An inspection conducted this garbage and rubbish on the side of the fence line next to home. A letter will be mailed to homeowners
936181	resolved	2/16/2022 14:08	2/16/2022	Code Issue	Senate Ave Jersey Village 77040	4 signs removed
936179	resolved	2/16/2022 14:06	2/25/2022	Code Issue	85 Cherry Hills Dr Jersey Village 77064	An inspection conducted this low tree over street a letter will be to homeowners
936171	resolved	2/16/2022 14:05	2/25/2022	Code Issue	83 Cherry Hills Dr Jersey Village 77064	An inspection conducted this low tree over sidewalk a letter will be to homeowners
936159	resolved	2/16/2022 13:58	3/2/2022	Code Issue	81 Cherry Hills Dr Jersey Village 77064	An inspection conducted this date I observed low hanging trees a letter will be mailed to homeowners
936154	resolved	2/16/2022 13:55	2/25/2022	Code Issue	71 Cherry Hills Dr Jersey Village 77064	An inspection conducted this date low hanging trees observed over sidewalk a letter will be mailed to homeowners
936067	assigned	2/16/2022 13:20	--	Code Issue	16302 Crawford St Jersey Village 77040	Low hanging trees observed over sidewalk a letter will be mailed to homeowners
936062	canceled	2/16/2022 13:17	2/23/2022	Code Issue	16421 Smith St Jersey Village 77040	An inspection conducted this trailer parked in driveway red tag left a letter will be mailed
935942	assigned	2/16/2022 12:30	--	Code Issue	16700 Northwest Fwy Jersey Village 77040	The Joe Meyer service entry sign is down and leaning against the tree. They either need to remove the sign or get it on a post.
934935	assigned	2/15/2022 16:15	--	Code Issue	16113 Crawford St Jersey Village 77040	Low hanging trees observed over sidewalk a letter will be mailed to homeowners allowing them time to correct
934843	resolved	2/15/2022 15:26	2/15/2022	Code Issue	Northwest Village Jersey Village 77040	1 sign removed
934278	assigned	2/14/2022 11:04	--	Code Issue	8229 rio grande Jersey Village	no address number located
934093	resolved	2/14/2022 9:17	2/24/2022	Code Issue	16429 Cornwall Jersey Village	storage pod over sidewalk.
931892	assigned	2/12/2022 13:22	--	Code Issue	16001 Lakeview Dr Jersey Village 77040	Possible junk vehicle in the driveway. Truck is being held back with blocks.
931139	resolved	2/11/2022 15:59	2/23/2022	Code Issue	15105 Lakeview Dr Jersey Village 77040	Low hanging trees observed over sidewalk a letter will be mailed
930871	assigned	2/10/2022 13:31	--	Code Issue	15814 Lakeview Jersey Village	Trash violation observed visible from street
930865	resolved	2/10/2022 13:26	2/24/2022	Code Issue	15910 lakeview Jersey Village	Trash can visible from street
929732	assigned	2/10/2022 15:50	--	Code Issue	16022 Crawford St Jersey Village 77040	Junk vehicle in driveway
929543	resolved	2/10/2022 13:56	2/24/2022	Code Issue	15810 Lakeview Dr Jersey Village 77040	Trash can not properly screened a letter will be mailed to homeowners allowing them time to correct
929524	resolved	2/10/2022 13:43	2/24/2022	Code Issue	15802 Lakeview Dr Jersey Village 77040	A sweep conducted this morning i observed trash can in driveway and trash at curb a letter will be mailed to homeowners allowing homeowners time to correct
929506	assigned	2/10/2022 13:35	--	Code Issue	15726 Lakeview Dr Jersey Village 77040	An inspection conducted this bags of leaves placed at curb a letter will be mailed to homeowners
929501	resolved	2/10/2022 13:31	2/24/2022	Code Issue	15618 Lakeview Dr Jersey Village 77040	A sweep conducted this date violation observed trash can observed in front of fence a letter will be mailed to homeowners
929491	canceled	2/10/2022 13:26	2/17/2022	Code Issue	8605 Hawaii Ln Jersey Village 77040	An inspection conducted this date trash can observed on right side of the house a letter will be mailed
929487	resolved	2/10/2022 13:22	2/23/2022	Code Issue	15913 Capri Dr Jersey Village 77040	An inspection conducted this date tree limbs hanging sidewalk a letter will be mailed to homeowners
929479	assigned	2/10/2022 13:18	--	Code Issue	16313 Lakeview Dr Jersey Village 77040	A sweep conducted this date violation observed trash can observed from street a letter will be mailed to homeowners
929470	assigned	2/10/2022 13:15	--	Code Issue	12551 Steeple Way Blvd Jersey Village 77065	1 sign removed
929094	resolved	2/10/2022 9:48	2/24/2022	Code Issue	16318 Lakeview Dr Jersey Village 77040	While conducting a sweep I observed trash can in driveway a letter will be mailed to homeowners
928516	resolved	2/9/2022 16:21	2/9/2022	Code Issue	12123 West Rd Jersey Village 77065	2 signs removed

928452	assigned	2/9/2022 15:49	--	Code Issue	15702 Sierra Dr Jersey Village 77040	A violation observed 2 junked vehicle a letter will be mailed
928439	resolved	2/9/2022 15:44	2/14/2022	Code Issue	17724 Northwest Fwy Jersey Village 77065	Sign in Right of way a letter will be mailed to owner
927855	assigned	2/9/2022 11:03	--	Code Issue	16305 Wall St Jersey Village 77040	A violation observed commercial vehicle parked in driveway a letter will be mailed to homeowners
926999	assigned	2/8/2022 16:41	--	Code Issue	3 Spyglass Ct Jersey Village 77064	Low hanging trees observed over sidewalk a letter will be mailed to homeowners allowing them time to correct
926888	resolved	2/8/2022 15:48	2/21/2022	Code Issue	8510 Argentina St Jersey Village 77040	While conducting a sweep I observed low hanging tree over sidewalk a letter will be mailed to homeowners allowing homeowners time to correct
926759	resolved	2/8/2022 14:52	2/11/2022	Code Issue	15502 Mauna Loa Ln Jersey Village 77040	Trailer parked in driveway a letter will be mailed to homeowners allowing homeowners time to correct
926716	resolved	2/8/2022 14:34	2/21/2022	Code Issue	15334 Colwyn Ln Jersey Village 77040	While conducting an inspection I observed a ATV on trailer parked in grass. A letter will be mailed to homeowners allowing homeowners time to correct
925567	resolved	2/7/2022 15:45	2/7/2022	Code Issue	N Eldridge Pkwy Jersey Village 77065	7 signs removed
925518	resolved	2/7/2022 15:12	2/16/2022	Code Issue	15926 Jersey Dr Jersey Village 77040	Trailer parked in driveway a letter will be mailed to homeowners allowing homeowners time to correct
925026	resolved	2/7/2022 11:08	2/7/2022	Code Issue	8131 Jones RD Jersey Village	sign in ROW
922246	resolved	2/3/2022 13:15	2/14/2022	Code Issue	16502 Delozier St Jersey Village 77040	An inspection conducted I observed 4 trash cans and trailer in driveway
922228	assigned	2/3/2022 13:07	--	Code Issue	16410 Delozier St Jersey Village 77040	While conducting follow up I observed trashcan not properly screened a letter will be mailed
922214	assigned	2/3/2022 13:03	--	Code Issue	16414 Delozier St Jersey Village 77040	While conducting follow up I observed trashcan in front of reside driveway visible from street a letter will be mailed to homeowners
922204	resolved	2/3/2022 13:00	2/14/2022	Code Issue	16402 Delozier St Jersey Village 77040	While conducting follow up I observed 4 trash cans visible from the street
922089	resolved	2/3/2022 11:51	2/3/2022	Code Issue	12293â€“12299 West Rd Jersey Village 77065	3 signs removed
922046	resolved	2/3/2022 11:23	3/1/2022	Code Issue	8131 Jones Rd Jersey Village 77065	Sign in right of way.
921377	resolved	2/2/2022 16:05	2/14/2022	Code Issue	16005 Congo Ln Jersey Village 77040	Inspection conducted I observed a trailer parked in driveway
921375	resolved	2/2/2022 16:04	2/2/2022	Code Issue	Wyndham Lake Blvd Jersey Village 77064	3 signs removed
921196	resolved	2/2/2022 14:17	2/7/2022	Code Issue	15602 Australia St Jersey Village 77040	An inspection conducted this date a trailer parked in driveway. A letter will be mailed to homeowner
921064	resolved	2/2/2022 12:44	2/11/2022	Code Issue	15418 Mauna Loa Jersey Village	Rv in driveway.
920208	resolved	2/1/2022 15:43	2/1/2022	Code Issue	12177â€“12187 West Rd Jersey Village 77065	2 signs removed

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, HELD ON FEBRUARY 21, 2022, 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 Warren at 7:01 p.m. with the following present:

Mayor, Bobby Warren
Council Member, Drew Wasson
Council Member, Sheri Sheppard
Council Member, Michelle Mitcham
Council Member, James Singleton
Council Member, Gary Wubbenhorst

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

Staff in attendance: Mark Bitz, Fire Chief; Isabel Kato, Finance Director; Kirk Riggs, Chief of Police; Robert Basford, Director of Parks and Recreation; and Harry Ward, Director of Public Works.

Council Member, James Singleton was not physically present at this meeting but attended via video conferencing.

B. INVOCATION, PLEDGE OF ALLEGIANCE

1. Prayer and Pledge by: Ty Camp

C. PRESENTATIONS

1. None

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.

Mark Maloy, 7803 Hamilton Circle, Jersey Village, Texas (713) 461-1430 – Mr. Maloy spoke to City Council regarding Jersey Village transparency. He feels most agenda items are being placed upon the consent agenda, and as such, he does not think this is being transparent given there is no discussion on the items. He went on to say that he believes that City Council is frivolous with taxpayer money. He explained his position, which included the events that led up to the bond election discussions for a golf course clubhouse and the most recent item proposing the expenditure of additional funds for a golf course architect to revisit a remodel of the golf course clubhouse. He does not support this expenditure. Nor does he support an expenditure for a feasibility study for Village Center.

Jeff Kopecky, 16125 De Lozier, Jersey Village, Texas (713) 385-6927 – Mr. Kopecky spoke to City Council about the Hempstead Hwy and his concern for the large amount of dumbing taking place along this roadway. He is not sure which entity is responsible for addressing the

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trash piling up, but he would like to have this section of highway cleaned up. He stated that the dumping is occurring from Brittmore to the Beltway.

Jo Hewett, 15917 Lakeview Drive, Jersey Village, Texas (713) 806-8453 – Ms. Hewett spoke to City Council about the Jersey Village Senior Outreach (JVSO) program. She gave membership information and told City Council that February 25, 2022, is National Village Day. She explained that JVSO is part of this movement with most of the Senior Villages being located on the East and West Coast with only four (4) in Texas. JVSO is five (5) years old, and membership continues to increase with 98% retention. She stated that the program helps seniors stay in their homes as long as possible. She gave statistics concerning their event attendance and volunteer contributions. She also shared some personal stories providing an example of how the organization serves seniors. JVSO appreciates the City's support and will continue to encourage meaningful lives as we age.

Jim Fields, 16413 Saint Helier, Jersey Village, Texas (713) 206-1184 – Mr. Fields thanked City Secretary, Lorri Coody for her help with his candidacy filing for City Council. He also thanked the Jersey Village Police Department for keeping our City safe. He mentioned the Mayor's town hall meetings, stating that he appreciates the Mayor for his efforts as the meetings are very informative. He is happy that the Golf Course is profitable though he is concerned that profit numbers do not include the debt service. He made mention of a developer for City Hall who stated that Village Center development is not a good idea. He stated that there are residents that do not want to move City Hall on the South side of US HWY 290. He is concerned about the Village Center development given that those on City Council are not experienced with development practices. In closing, he had questions about how developers and architects are selected for the golf course clubhouse remodel. Council Member Wasson explained the process, stating that RFQ's were requested for the golf course. Submittals were reviewed by Staff and the information can be found in the meeting packet.

Kimberlee Henao, 15601 Singapore Lane, Jersey Village, Texas (832) 689-9878 – Ms. Henao spoke to City Council about Jersey Village. She told City Council that she has been reading the minutes on the City's website to learn more about the City. She told City Council about the information that she learned during her recent readings.

E. CITY MANAGER'S REPORT

City Manager Bleess gave his monthly report, which follows. There were comments about the Parks and Recreation Report concerning the condition of the greens. It was mentioned that the photos included in the report are not clear given they were taken by drones. It was mentioned that the greens are not in the best condition and Staff should consider other solutions to address the problem areas on the greens. It was noted that the January 2022 revenue for the golf course was the 2nd highest in all years of reporting.

1. **Monthly Fund Balance Report, Enterprise Funds Report, Governmental Funds Report, Property Tax Collection Report – December 2021, General Fund Budget Projections as of January 2022, and Utility Fund Budget Projections – January 2022.**

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CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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. **2021 Racial Profiling Report**

F. 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 proposal to amend the City's Zoning Ordinance to grant a Specific Use Permit to allow the operation of an Assisted Living and Memory Care Center on the tract of land located at lot 2, block 5 of the Northwest Station, Section 2, with a street address of 9300 Savile Lane within the City of Jersey Village in Zoning District G.**

Mayor Warren called the item and Chairman Rick Faircloth announced a quorum for the Planning and Zoning Commission, with the following Commissioners present:

Rick Faircloth, Chairman
Eric Henao, Commissioner
Jennifer McCrea, Commissioner
Debra Mergel, Commissioner
Ty Camp, Commissioner
Charles A. Butler, III, Commissioner

Mayor Warren called upon Chairman Faircloth who gave background information concerning the P&Z's discussion on this issue.

Mayor Warren opened the Joint Public Hearing at 7:29 p.m., stating that the purpose of the meeting was to give those in attendance the right to speak and be heard concerning the proposal to amend the City's Zoning Ordinance to grant a Specific Use Permit to allow the operation of an Assisted Living and Memory Care Center on the tract of land located at lot 2, block 5 of the Northwest Station, Section 2, with a street address of 9300 Savile Lane within the City of Jersey Village in Zoning District G.

Mayor Warren called upon those requesting to speak as follows:

Jim Fields, 16413 Saint Helier, Jersey Village, Texas (713) 206-1184 – Mr. Fields was concerned about the impact that such a facility would have on City Services. Mayor Warren stated that the Council would discuss this further during the Ordinance approval item on this agenda.

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CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

With no one else signing up to speak at the hearing, Mayor Warren and Chairman Faircloth closed the joint public hearing at 7:31 p.m. and the Planning and Zoning Commission retired from the City Council meeting at 7:31 p.m. to conduct its posted meeting agenda and prepare a final report in connection with this joint public hearing.

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.

Each Consent Agenda item appears below with background information. Items 6 and 8 were pulled from the Consent Agenda for further discussion. Accordingly, Items 6 and 8 contains discussion information as well as Council's vote. The vote on Items 1 through 5, 7, and 9 is found at the end of the Consent Agenda.

1. **Consider approval of the Minutes for the Regular Session Meeting held on January 17, 2022, the Special Session Meeting held on January 17, 2022, and the Special Session Meeting held on January 31, 2022.**

2. **Consider Ordinance No. 2022-03, amending the General Fund Budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022, in the amount not to exceed $105,000 by decreasing line items 01-31-3001 (Salaries) by $90,000 and line item 01-31-3055 (Health Insurance) by $15,000 and increasing line item 01-31-5515 (Consultant) by $105,000.**

   BACKGROUND INFORMATION:
   Since our building official left in the spring of 2021, we have been utilizing BBG Consulting for Building Official services, in addition to inspection services that we have used them to assist with for several years. At this point in time this service is working out well and I do not anticipate hiring a building official.

   In looking at the consultant line budget we will need to transfer some money into the consultant line. Accordingly, we recommend that the transfer come from the salaries and health insurance line of the same department since we will not be using those funds.

   I am also proposing that we engage BBG to do a Zoning Ordinance update. One of the goals in the Comprehensive Plan is to "Encourage quality Community-orientated Retail and Restaurants", "Encourage quality Community-orientated Entertainment", to update city codes to conform to the Comprehensive Plan, and to "Review existing development codes to identify incompatibility with the vision and desired uses (higher quality restaurants, services, and entertainment), and to protect residential neighborhoods."

   The not to exceed fee for this is $25,000. These funds are already in the Community Development Department and will make no changes to the bottom line of the department

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CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

budget. With this transfer we should be in good shape for the year for the consultant services line and we can also work on one of the goals in the Comprehensive Plan.

ORDINANCE NO. 2022-03

AN ORDINANCE OF THE CITY OF JERSEY VILLAGE, TEXAS, AMENDING THE GENERAL FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022 IN THE AMOUNT NOT TO EXCEED $105,000 BY DECREASING LINE ITEMS 01-31-3001 (SALARIES) BY $90,000 AND LINE ITEM 01-31-3055 (HEALTH INSURANCE) BY $15,000 AND INCREASING LINE ITEM 01-31-5515 (CONSULTANT) BY $105,000.

3. **Consider Resolution 2022-06, authorizing the City Manager to enter into an Agreement with Jeffery S. Ward & Associates, Inc. for the 2020 FMA Program Home Elevation Grant Administration & Project Management Services.**

BACKGROUND INFORMATION:
As part of the home elevation grant funds were included in the grant to pay for a third party grant administrator. As we are anticipating final award notification on the grant soon we have gone out to RFQ for the grant administration.

We received one qualified proposal which was from JSW & Associates Inc. They have clearly demonstrated their expertise and ability to manage all aspects of the grant.

We would not enter into any contract until the grant has been officially awarded. This contract would be for a total of $218,400 and is a grant cost. The total grant amount is $4,536,131 and our cost share is $391,639 for a total project cost of $4,927,770.

The duties they will be responsible for as part of the grant administration include:

General Grant Administration

- Fully administer all aspects of grant according to the contractual agreement with TWDB and the Flood Mitigation Assistance Grant Agreement with FEMA
- Report to local officials on the grant process
- Prepare required reports to the State
- Prepare requests for payment from the City to the property owners or contractor (as determined).
- Prepare requests for reimbursement from the City to the State
- Assist the City in evaluating options for procurement of qualified contractors in accordance with 2 CFR Part 200 and State of Texas procurement standards
- Assist the City in developing an agreement between the City and the Homeowners that passes along the relevant terms of the grant. This agreement will also establish Homeowner obligations that must be followed during the elevation of their home
- Coordination of inspection, structure requirement, and bid/contract process for elevation contractor procurement

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- Coordinate and facilitate meetings with Homeowners to outline the project's scope of work requirements. Work closely with the Homeowners throughout the duration of the project and respond to their questions in a timely manner
- Prepare reconciliation with State on all grant funds
- Prepare all reports and forms required for grant closeout
- Participate in any review or audit of grant by TWDB, FEMA or their assignee, and address any questions, findings, or deficiencies noted

Per Parcel Project Management Services for Elevation projects

- Meet with Homeowners to overview / explain the process and detail the owner's and elevation contractor's responsibilities
- Provide an overview of the budget the Homeowners must stay within for their individual elevation. This data will come from the grant award documents
- Manage budget to ensure that all homes are completed within the available Federal funding
- Assist the City in ensuring that the elevation contract specifications meet the FEMA grant requirements
- Develop process to ensure that construction is performed in compliance with engineering specifications.
- Ensure that professional engineer reviews all construction specifications
- Solicit elevation contractors in accordance with Federal and State procurement standards
- Provide list of qualified elevation contractors and describe the process for selection, review and approval
- Ensure Homeowner selects among the qualified contractors in the manner and method prescribed and supports the selection
- Prepare and present mitigation offer. Review details of mitigation offer and have offer signed by Homeowner
- Prepare and present Homeowner/City agreement for elevation. This agreement will provide the details of the Homeowner responsibility for hiring the elevation contractor and will have language indemnifying the City and their contractors from liability associated with the physical elevation. Have Homeowner sign the agreement
- Submit owner signed agreement to City for review and signature
- Facilitate payments to contractors from the City
- Meet with each Homeowner and review and concur with Elevation Contractor. Confirm bid is within grant limits and detail any/all costs that will not be reimbursable under the grant.
- Review work schedules and specifications to ensure that the elevation is completed in a timely manner and in compliance with the terms of the Grant. If problems are encountered, the Contractor will seek resolution from the City and the State.
- Facilitate the establishment and recordation of FEMA required post elevation deed restrictions.

Based upon the grant funding for this portion of the project, and the extensive work this outside company will do it seems like a valuable use of funds to use this company.

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REGULAR MEETING OF THE CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS – FEBRUARY 21, 2022

RESOLUTION NO. 2022-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE 2020 FMA PROGRAM HOME ELEVATION GRANT ADMINISTRATION & PROJECT MANAGEMENT SERVICES.

4. Consider Resolution No. 2022-07, selecting contractors to complete home elevation work in relation to the FY2020 FEMA Flood Mitigation Assistance Grant.

BACKGROUND INFORMATION:
City staff has gone out for RFQ for Home Elevation Contractors to complete the work for elevating the homes included in the FY20 FMA grant application. We received responses from 5 different contractors.

All of the responses were judged on the following categories:

Item:	Scoring Percentage
Qualifications of firm	35%
Demonstrated ability to perform building elevation services as requested in the Scope of Services	40%
Ability to efficiently provide building elevation services at project sites within Jersey Village	25%
Total	100%

Here is a summary of our rankings:

	Total Points	Average Points
Arkitektura	200	100
Allied Foundation	145	72.5
Excello	179	89.5
Planet Three	DQ	DQ
Comal Design Group	193	96.5

In discussions with our Grant Administrator, he recommends the city select three contractors to do the work for the home elevations. The top three contractors have experience in elevating homes and doing so according to the grant standards set out by FEMA and TWDB. Staff feels confident these three contractors would do a good job on this project.

The companies would contract directly with the homeowners to do the work, the city would not be involved with that contract. This list simply narrows down the companies that can do the work, making sure it stays a manageable project for the city.

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RESOLUTION NO. 2022-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, SELECTING CONTRACTORS TO COMPLETE HOME ELEVATION WORK IN RELATION TO THE FY2020 FEMA FLOOD MITIGATION ASSISTANCE GRANT.

5. **Consider Resolution No. 2022-08, authorizing the City Manager to negotiate an agreement with FGM Architects for design of a new Jersey Meadow Golf Course Club House.**

BACKGROUND INFORMATION:
On January 7, 2022, during a city council workshop meeting the council reviewed the history of the Golf Course Clubhouse project and discussed the options available regarding the future of the Jersey Meadow Clubhouse. The options outlined included renovating the existing facility, using the existing new design from PGAL Inc., designing a more cost-efficient clubhouse and event space, and designing a new clubhouse while gutting and remodeling the existing facility to use as an event space. City council agreed that the best option moving forward would be to design a new clubhouse containing a pro shop, offices, bar & grill, bathrooms, and storage while also designing the remodel of the existing clubhouse into an enclosed pavilion for events and directed staff to prepare a request for proposal for the design of a new clubhouse facility.

The Request for Qualification (RFQ) was posted on the city website on January 12, 2022. Five responses to the RFQ were timely received and a team of city staff consisting of City Manager, Austin Bleess; Chief of Police, Kirk Riggs; Golf Manager, Matt Jones; and Parks and Recreation Director, Robert Basford were assembled to review and rank the responses. All of the firms had relative experience including recreational buildings, clubhouses, and event centers.

After careful review and discussions with the review team, FGM Architects was unanimously selected as the firm to negotiate terms for work related to the golf course clubhouse. Their experience working with cities of buildings of all types, including a large number of clubhouses, along with their team of in-house staff and outside consultants where the main positives that were discussed by the group.

The average and median results of the rankings are below. Ratings are out of 100.

	Collaborate	FGM Architects	McLemore Luong	PGAL	StudioRed
avg.	76.25	96.75	86.5	82.75	89.5
median	78	97	88	85	88.5

Tonight, we are recommending Council authorize the City Manager to negotiate terms for a contract to have FGM Architects to do the design work of the clubhouse. That contract would come back to the Council for approval, hopefully at the March Council meeting.

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Included in the meeting packet is a document outlining the discussions by City Council over the past several years as it pertains to the golf course clubhouse.

RESOLUTION NO. 2022-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT WITH FGM ARCHITECTS FOR THE DESIGN OF A NEW JERSEY MEADOW GOLF COURSE CLUB HOUSE.

6. **Consider Ordinance No. 2022-04, amending the General Fund Budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022, in the amount not to exceed $75,000 by decreasing line items 01-12-5023 (Grants and Incentives) by $75,000 and increasing line item 01-12-5515 (Consultant Services) by $75,000 and authorizing the City Manager to execute all documents required to do an Economic Feasibility Study for a multi-purpose stadium to be located in TIRZ 2.**

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

BACKGROUND INFORMATION:
This budget amendment is necessary in order to hire a consultant to do an Economic Feasibility Study for a multi-purpose stadium to be located in TIRZ2. This ordinance also authorizes the City Manager to enter into a contract with a consultant for the economic feasibility.

Mr. Bleess stated that we are looking at two companies and both are highly experienced.

There was discussion about Village Center and the situations that we had with developers. Some felt that before we spend further monies on development, it would be wise to understand the impact for the city, which a feasibility study will provide. Conducting a study will provide reassurance that we are pursuing the correct path.

There were also comments concerning the first study done for Village Center. It was done by a private developer. This study would provide unbiased information that City Council needs to make intelligent decisions. It was the consensus of Council that this study is needed.

Mayor Warren gave information about the multi-purpose stadium and how it could be used by the City as well as how it can increase foot traffic in the area. The study will provide information about many facets of this development, including if the railroad tracks will be an issue for development.

With no further discussion on the matter, Council Member Mitcham moved to approve Ordinance No. 2022-04, amending the General Fund Budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022, in the amount not to exceed $75,000 by

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decreasing line items 01-12-5023 (Grants and Incentives) by $75,000 and increasing line item 01-12-5515 (Consultant Services) by $75,000 and authorizing the City Manager to execute all documents required to do an Economic Feasibility Study for a multi-purpose stadium to be located in TIRZ 2. Council Member Sheppard seconded the motion. The vote follows:

Ayes: Council Members Wasson, Sheppard, Mitcham, Singleton, and Wubbenhorst

Nays: None

The motion carried.

ORDINANCE NO. 2022-04

AN ORDINANCE OF THE CITY OF JERSEY VILLAGE, TEXAS, AMENDING THE GENERAL FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022 IN THE AMOUNT NOT TO EXCEED $75,000 BY DECREASING LINE ITEMS 01-12-5023 (GRANTS AND INCENTIVES) BY $75,000 AND INCREASING LINE ITEM 01-12-5515 (CONSULTANT SERVICES) BY $75,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS REQUIRED TO DO AN ECONOMIC FEASIBILITY STUDY FOR A MULTI-PURPOSE STADIUM TO BE LOCATED IN TIRZ 2.

7. **Consider Resolution No. 2022-09, authorizing the City Manager to work with Tradition Energy to seek energy proposals and execute contract documents to provide electricity for City facilities.**

BACKGROUND INFORMATION:
The City's current contract with Cavallo Energy through the Texas General Land Office (GLO) for energy provided to City facilities will end on June 30. At this time, city staff would like to take a proactive approach, and seek a competitive rate for energy costs before the contract expires.

It is recommended that the city utilize Tradition Energy to monitor the day-to-day activity in the electricity market for competitive rates, as the GLO can no longer provide this service for us. Tradition Energy is utilized by many cities, counties, and school districts throughout Texas. Any fees paid to them would be included in our monthly electricity charges. Tradition Energy is also on the U.S. Communities Cooperative Purchasing Program.

Staff would like to be able to take advantage of any price breaks we may see and sign a contract that would allow the City to lock-in a price for energy at a rate of less than 5 cents per kilowatt hour, for a period not to exceed ten years. In accordance with section 252.022 of the Texas Local Government Code, the City is exempt from bidding procedures for an electricity services contract.

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Staff recommends approval of the proposed Resolution authorizing the City Manager to work with Tradition Energy to seek energy proposals and execute contract documents to provide electricity for city facilities.

RESOLUTION NO. 2022-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, AUTHORIZING THE CITY MANAGER TO WORK WITH TRADITION ENERGY TO SEEK ENERGY PROPOSALS AND EXECUTE CONTRACT DOCUMENTS TO PROVIDE ELECTRICITY FOR CITY FACILITIES.

8. **Consider Ordinance No. 2022-05, amending the General Fund Budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022 in the amount not to exceed $58,430 by increasing line items 01-13-4504 (Software Maintenance) by $15,540 and line item 01-13-6573 (Computer Equipment) by $42,890 from the General Fund Restricted Balance 01-0-2226 (Restricted 1% Cable Franchise Fee) in order to set up three cameras for the broadcasting of up to 15 council meetings a year; and authorizing the City Manager to execute all documents and agreements with Swagit Productions, LLC, a sole source vendor, for the purchase, installation, and maintenance of broadcasting/video streaming equipment.**

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

BACKGROUND INFORMATION:
This budget amendment is necessary to be able to use the reserved fund balance from account number 01-0-0226 (Restricted 1% Cable Franchise Fee) which as of Fiscal Year 20-21 has a balance of $111,973 in order to set up three cameras to handle the broadcasting of up to 15 City Council meetings a year. The price for the equipment and installation is $42,890 (this is a one-time charge) and the yearly cost for them to broadcast such meeting would be $15,540. The total cost the first year is $58,430.

The item is also to authorize the City Manager to enter into an agreement with Swagit Productions, LLC, a sole source vendor for this type of equipment. The agreement, along with the sole source information is included in the meeting packet.

Mr. Bleess stated that this purchase will upgrade our broadcasting equipment and the quality of our meeting videos.

Council engaged in discussion about the franchise fee and how it contributes to the payment of these items. There was concern about the on-going annual cost and some felt that it was too great for only one broadcast per month. Also, some wondered if City Hall should be relocated if the equipment could be relocated as well. Yes, it can be relocated. City Manager Bleess explained how the relocation would work.

It was noted that since broadcasting meetings began, there have been some issues with the quality of the broadcasting as well as missed broadcastings due to complications. This

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purchase should make improvements and provide better viewability. This service is used by many Cities throughout the Country. The local cities of Cleburne and Bellaire use this system. Mayor Warren explained some of the features the Swagit system offers.

The implementation timeline was discussed. City Manager Bleess state that we hope to have the new system up and running for the April 2022 meeting. The agreement is for 15 meetings, but we can produce more on the equipment; however, only 15 are produced with the support of Swagit.

With no further discussion on the matter, Council Member Mitcham moved to approve Ordinance No. 2022-05, amending the General Fund Budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022 in the amount not to exceed $58,430 by increasing line items 01-13-4504 (Software Maintenance) by $15,540 and line item 01-13-6573 (Computer Equipment) by $42,890 from the General Fund Restricted Balance 01-0-2226 (Restricted 1% Cable Franchise Fee) in order to set up three cameras for the broadcasting of up to 15 council meetings a year; and authorizing the City Manager to execute all documents and agreements with Swagit Productions, LLC, a sole source vendor, for the purchase, installation, and maintenance of broadcasting/video streaming equipment. Council Member Sheppard seconded the motion. The vote follows:

Ayes: Council Members Wasson, Sheppard, Mitcham, Singleton, and Wubbenhorst

Nays: None

The motion carried.

ORDINANCE NO. 2022-05

AN ORDINANCE OF THE CITY OF JERSEY VILLAGE, TEXAS, AMENDING THE GENERAL FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022, IN THE AMOUNT NOT TO EXCEED $58,430 BY INCREASING LINE ITEMS 01-13-4504 (SOFTWARE MAINTENACE) BY $15,540 AND LINE ITEM 01-13-6573 (COMPUTER EQUIPMENT) BY $42,890 FROM THE GENERAL FUND RESTRICTED BALANCE 01-0-2226 (RESTRICTED 1% CABLE FRANCHISE FEE) IN ORDER TO SET UP THREE CAMERAS FOR THE BROADCASTING OF UP TO 15 COUNCIL MEETINGS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS AND AGREEMENTS WITH SWAGIT PRODUCTIONS, LLC, A SOLE SOURCE VENDOR, FOR THE PURCAHSE, INSTALLATION, AND MAINTENANCE OF THIS BROADCASTING/VIDEO STREAMING EQUIPMENT.

9. Consider Ordinance 2022-06, amending the Jersey Village Code of Ordinances at Chapter 2, Article IV, Division 2, Section 2-142(c)(4) to provide for revisions to the schedule of fees related to Planning and Zoning (P&Z) fees.

BACKGROUND INFORMATION:

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On July 19, 2021, City Council passed Ordinance Number 2021-30, amending the Jersey Village Code of Ordinances at Chapter 2, Section 2-142(c)(4) pertaining to Planning and Zoning (P&Z) fees as follows:

(4) Rezoning requested by applicant for that person's special benefit: $500.00 plus out-of-pocket costs for drafting and review by planner, engineer, attorney, and other consultants. A deposit is estimated by the city planner and may be increased as the matter proceeds. The deposit must be increased to cover the estimated full cost at these stages:

a. Before the meeting of the commission to consider a preliminary report,
b. Before any hearing notices are sent out, and
c. Before the meeting at which the Commission considers its final report.

Given the new fees and the invoicing requirements, I felt it necessary to put together a standardized process for accessing fees, which I have included in the meeting packet for your review.

Recently, I had the opportunity to put together an invoice using the new rules. The exercise was both shocking and revealing. I learned that the cost to the City involved in Planning and Zoning requests is more than I realized. I attach the prepared invoice for your review. As you can see, the costs are quite extensive, and I do not think that they are out of the ordinary. I believe that the costs will be this much each time and perhaps even more depending upon the amount of work required by BBG and the City Attorney.

With this in mind, I am proposing changes to the Planning and Zoning fee schedule.

ORDINANCE NO. 2022-06

AN ORDINANCE OF THE CITY OF JERSEY VILLAGE, TEXAS, AMENDING THE JERSEY VILLAGE CODE OF ORDINANCES AT CHAPTER 2, ARTICLE IV, DIVISION 2, SECTION 2-142(C)(4) TO PROVIDE FOR REVISIONS TO THE SCHEDULE OF FEES RELATED TO PLANNING AND ZONING (P&Z) FEES.

Item 6 and 8 were removed from the consent agenda. The discussion and vote for the removed item can be found under the appropriate Consent Agenda item. The vote for the remaining items NOT removed from the Consent Agenda is as follows:

Council Member Wubbenhorst moved to approve items 1 through 5, 7, and 9 on the Consent Agenda. Council Member Mitcham seconded the motion. The vote follows:

Ayes: Council Members Wasson, Sheppard, Mitcham, Singleton, and Wubbenhorst

Nays: None

The motion carried.

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H. REGULAR AGENDA

1. **Consider Resolution No. 2022-10, receiving the Planning and Zoning Commission's Final Report concerning the proposal to amend the City's Zoning Ordinance to grant a Specific Use Permit to allow the operation of an Assisted Living and Memory Care Center on the tract of land located at lot 2, block 5 of the Northwest Station, Section 2, with a street address of 9300 Savile Lane within the City of Jersey Village in Zoning District G.**

   Rick Faircloth, Chairman, Planning and Zoning Commission, introduced the item. Background information is as follows: The Planning and Zoning Commission met on January 10, 2022 to discuss and take appropriate action on the request of Vernon R. Young (Managing General Partner of 9300 Savile, LLC) filed on behalf of Jersey Village Lifestyle Ltd. (Applicant) for a specific use permit to allow the operation of an Assisted Living and Memory Care Center on a tract of land located at 9300 Savile, Jersey Village, TX 77040 within the city limits in zoning District G.

   The Commission recommended in its preliminary report, which was submitted to Council at its January 17, 2022 meeting, that Council grant the request of Vernon R. Young (Managing General Partner of 9300 Savile, LLC) filed on behalf of Jersey Village Lifestyle Ltd. (Applicant) for a specific use permit to allow the operation of an Assisted Living and Memory Care Center on a tract of land located at 9300 Savile, Jersey Village, TX 77040 within the city limits in zoning District G. Additionally, the Commission requested that a Joint Public Hearing be ordered for February 21, 2022.

   On February 21, 2022, the City Council and the Planning and Zoning Commission conducted the joint public hearing and the Planning and Zoning Commission presents its final report and recommendation to the Council and asks that it be received.

   Chairman Faircloth told the Council that the vote by the P&Z for the final report was four (4) in favor and two (2) against. He reported that there was much discussion about the repercussions of this type of facility on our emergency services, but the recommendation is for City Council to grant the specific use permit.

   With limited discussion on the matter, Council Member Wubbenhorst moved to approve Resolution No. 2022-10, receiving the Planning and Zoning Commission's Final Report concerning the proposal to amend the City's Zoning Ordinance to grant a Specific Use Permit to allow the operation of an Assisted Living and Memory Care Center on the tract of land located at lot 2, block 5 of the Northwest Station, Section 2, with a street address of 9300 Savile Lane within the City of Jersey Village in Zoning District G. Council Member Sheppard seconded the motion. The vote follows:

   Ayes: Council Members Wasson, Sheppard, Mitcham, Singleton, and Wubbenhorst

   Nays: None

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The motion carried.

RESOLUTION NO. 2022-10

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 CITY'S ZONING ORDINANCE TO GRANT A SPECIFIC USE PERMIT TO ALLOW THE OPERATION OF AN ASSISTED LIVING AND MEMORY CARE CENTER ON THE TRACT OF LAND LOCATED AT LOT 2, BLOCK 5 OF THE NORTHWEST STATION, SECTION 2, WITH A STREET ADDRESS OF 9300 SAVILE LANE WITHIN THE CITY OF JERSEY VILLAGE IN ZONING DISTRICT G.

2. **Consider Ordinance No. 2022-07, amending the Comprehensive Zoning Ordinance of the city, by granting Jersey Village Lifestyle, Ltd., a Specific Use Permit (the "Specific Use Permit") to allow the operation of an Assisted Living and Memory Care Center on a tract of land located within the city limits at 9300 Savile Lane, Jersey Village, Texas, 77040, and in "Zoning District G"; providing requirements and conditions for the Specific Use Permit; containing findings and other provisions relating to this Ordinance; providing a penalty in an amount not to exceed two thousand dollars ($2,000) for violations hereof; providing for severability; and, providing an effective date.**

Background information on this item is as follows: The Planning and Zoning Commission met on January 10, 2022 to discuss and take appropriate action regarding the request of Vernon R. Young (Managing General Partner of 9300 Savile, LLC) filed on behalf of Jersey Village Lifestyle Ltd. (Applicant) for a specific use permit to allow the operation of an Assisted Living and Memory Care Center on a tract of land located at 9300 Savile, Jersey Village, TX 77040 within the city limits in zoning District G.

The Planning and Zoning Commission submitted its preliminary report to Council on January 17, 2022, and a Joint Public Hearing was ordered for February 21, 2022.

On February 21, 2022, the City Council and the Planning and Zoning Commission conducted a joint public hearing and the Planning and Zoning Commission made its final report and recommendations.

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 granting the request of Vernon R. Young (Managing General Partner of 9300 Savile, LLC) filed on behalf of Jersey Village Lifestyle Ltd. (Applicant) for a specific use permit to allow the operation of an Assisted Living and Memory Care Center on a tract of land located at 9300 Savile, Jersey Village, TX 77040 within the city limits in zoning District G.

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Council engaged in discussion. Chief Bitz was asked to explain the repercussions on our emergency services with this type facility. Chief Bitz told City Council that he is not against the facility. However, he does have concerned about the experience of the facility's staff in handling emergency situations. He stated that the Manor, which is run by this applicant, has about 13 emergency calls per month. He also told City Council that if the proposed facility is required to be a Type B facility, then under State law they will be required to have experienced and skilled staffing.

There was discussion about the Manor and the current high number of emergency calls. Chief Bitz explained that the Manor is an apartment complex and not an assisted living or memory care center.

There was also discussion about a Type B license. Chief Bitz explained that the skilled staff will not be making transportation to the hospital during emergencies. Under that situation, the City will be called. The difference between transport services and emergency care services was discussed.

The specific use aspect was discussed by City Council. Some members felt that looking at a specific use should bring a benefit to the City. That being said, some felt that this type of facility has the potential to tax the City's emergency services and that risk outweighs any benefits.

The Type B license was discussed. Chief Bitz stated that Type B requires licensed nurses. He also gave information about the Management Company, stating that this company has a great track record as far as his research has shown.

City Attorney Pruitt explained the conditions for a State B License and that the applicant will be required to report to the Council annually that they meet all the requirements of the State B License. Also, the specific use permit will not issue until the State issues the B license.

The size difference between the Manor and the proposed facility was discussed. There was concern about the number of emergency calls this type of facility will require.

Impact fees were discussed. City Attorney Pruitt stated that those fees are not applicable here. Some members wondered if we could add a condition that the facility would have to have their own contract ambulance service. City Attorney Pruitt stated that a condition could be added for contract ambulance service.

There was concern by City Council of the constrains that may be placed upon our emergency services and the cost to our taxpayers.

Chief Bitz stated that since the P&Z Meeting on February 8, 2022, he has had no discussions with the applicant.

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The use of the land and the liability to the City was discussed. City Attorney Pruitt answered this question, stating that the City will have no liability. Some members wondered if there are other Centers in an around Jersey Village to service Memory Care and Assisted Living individuals. Chief Bitz stated that Jersey Village has group homes, but no facilities of this nature. However, there are at least 15 located in the surrounding areas.

Mayor Warren gave information concerning his understanding of a Type B facility. There was further discussion about the Manor and the number of emergency calls made to that facility, using this information as a guideline for the number of calls that the proposed facility might experience. Some members cautioned about this type of a comparison.

Some wondered if the decision can be postponed. City Attorney Pruitt stated that the Council is permitted to postpone making a decision. He also suggested that additional conditions can be researched as well as the average number of calls made to these type of facilities across the State.

Council directed Staff to bring back additional information about the Type B license and conditions that might be added to control the number of emergency calls.

No action was taken on this item.

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.

Council Member Mitcham: Council Member Mitcham happy President's Day. She stated that she has joined the Jersey Women's Group. It is a great group.

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Council Member Sheppard: Council Member Sheppard thanked Jo Hewitt for the update on JVSO activities and she encourages residents to volunteer for this great program.

Council Member Wasson: Council Member Wasson also thanked Jo Hewitt for the update on JVSO activities. He stated that JVSO is an incredible organization. He appreciates the hard work and kudos on the membership growth.

Council Member Singleton: Council Member Singleton had no comments.

Council Member Wubbenhorst: Council Member Wubbenhorst also thanked JVSO for all that they do for the Community.

Mayor Warren: Mayor Warren also thanked JVSO for their work. The program is a great asset for our community. Founder's Day is coming up on April 9. He encouraged all to visit the City website for more information. He thanked everyone for attending his recent town hall meeting.

J. RECESS THE REGULAR SESSION

Mayor Warren asked City Council Members if the Executive Session is needed in order to ask the City Attorney about legal matters before making a decision concerning the Letter of Intent with KHJR Real Estate Advisory Services LLC. Hearing that no members had any questions, the Executive Session was not called and the regular session was not recessed.

K. 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.

   The Executive Session was not conducted. This item was not called by the Mayor.

L. ADJOURN EXECUTIVE SESSION

Given that the Executive Session was not conducted, this item is not necessary.

M. RECONVENE REGULAR SESSION

1. **Consider Resolution 2022-11, authorizing the City Manager to sign the Letter of Intent between the City of Jersey Village and KHJR Real Estate Advisory Services LLC relating to the development of Jersey Village TIRZ Number 2.**

   Austin Bleess, City Manager, introduced the item. Background information is as follows: In Executive Session the City Council had the opportunity to discuss a potential Letter of Intent (LOI) with KHJR Real Estate Advisory Services LLC to develop the area in Jersey Village TIRZ Number 2.

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CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

KHJR has as part of their work portfolio developed, owned and operated several mixed-use developments. They are proposing to develop the land in TIRZ 2 generally under the vision that is set forth in our current zoning ordinances.

This LOI is nonbinding, but it is the general framework for the rest of the documents that would be a part of the development agreements, such as a Master Development Agreement and a Chapter 380 incentive agreement for the project. The other documents would be negotiated and approved by the City Council at later dates.

There was discussion about the LOI. Some wondered if we are committing to any financial arrangements. City Attorney Pruitt stated it is a non-binding agreement that provides the framework for moving forward. Mayor Warren gave additional information about the path moving forward.

With no further discussion on the matter, Council Member Wubbenhorst moved to approve Resolution 2022-11, authorizing the City Manager to sign the Letter of Intent between the City of Jersey Village and KHJR Real Estate Advisory Services LLC relating to the development of Jersey Village TIRZ Number 2. Council Member Wasson seconded the motion. The vote follows:

Ayes: Council Members Wasson, Sheppard, Mitcham, Singleton, and Wubbenhorst

Nays: None

The motion carried.

RESOLUTION NO. 2022-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, AUTHORIZING THE CITY MANAGER TO SIGN THE LETTER OF INTENT BETWEEN THE CITY OF JERSEY VILLAGE AND KHJR REAL ESTATE ADVISORY SERVICES LLC RELATING TO THE DEVELOPMENT OF JERSEY VILLAGE TIRZ NUMBER 2.

N. ADJOURN

There being no further business on the Agenda the meeting was adjourned at 8:32 p.m.

_____
Lorri Coody, TRCM, City Secretary

DRAFT

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST

AGENDA DATE: March 21, 2022 **AGENDA ITEM**: F2

AGENDA SUBJECT: Consider Ordinance No. 2022-08, receiving the Planning and Zoning Commission's Preliminary Report and calling a Joint Public Hearing of the City Council and the Planning and Zoning Commission concerning the proposal to amend the Jersey Village Code of Ordinances at Chapter 14, Article IV, Sections 14-107(d) concerning Specific Uses in District H (Industrial District).

Department/Prepared By: Lorri Coody, City Secretary **Date Submitted**: February 22, 2022

EXHIBITS: Ordinance 2022-08
Exhibit A - Planning and Zoning Commission's Preliminary Report

BACKGROUND INFORMATION:

One of the goals in the Comprehensive Plan is to "Encourage quality Community-orientated Retail and Restaurants", "Encourage quality Community-orientated Entertainment", to update city codes to conform to the Comprehensive Plan, and to "Review existing development codes to identify incompatibility with the vision and desired uses (higher quality restaurants, services, and entertainment), and to protect residential neighborhoods."

To that end, on February 8, 2022 and February 21, 2022, the Commission engaged in conversation regarding amendments to the Code of Ordinance at Chapter 14, Article IV, Sections 14-107(d) concerning Specific Uses in District H (Industrial District).

On February 21, 2022, the Commission prepared its preliminary report recommending that City Council make amendments to the Jersey Village Code of Ordinances at Chapter 14, Article IV, Sections 14-107(d) concerning Specific Uses in District H (Industrial District).

This item is to receive the Planning and Zoning Commission's preliminary report and call a joint public hearing for April 18, 2022.

RECOMMENDED P&Z ACTION:

MOTION: To approve Ordinance No. 2022-08, receiving the Planning and Zoning Commission's Preliminary Report and calling a Joint Public Hearing of the City Council and the Planning and Zoning Commission concerning the proposal to amend the Jersey Village Code of Ordinances at Chapter 14, Article IV, Sections 14-107(d) concerning Specific Uses in District H (Industrial District).

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

ORDINANCE NO. 2022-08

AN ORDINANCE OF THE CITY OF JERSEY VILLAGE, TEXAS, RECEIVING THE PLANNING AND ZONING COMMISSION'S PRELIMINARY REPORT AND CALLING A JOINT PUBLIC HEARING OF THE CITY COUNCIL AND THE PLANNING AND ZONING COMMISSION CONCERNING THE PROPOSAL TO AMEND THE JERSEY VILLAGE CODE OF ORDINANCES AT CHAPTER 14, ARTICLE IV, SECTIONS 14-107(D) CONCERNING SPECIFIC USES IN DISTRICT H (INDUSTRIAL DISTRICT).

WHEREAS, one of the goals in the Comprehensive Plan is to "Encourage quality Community-orientated Retail and Restaurants", "Encourage quality Community-orientated Entertainment", to update city codes to conform to the Comprehensive Plan, and to "Review existing development codes to identify incompatibility with the vision and desired uses (higher quality restaurants, services, and entertainment), and to protect residential neighborhoods;" and

WHEREAS, to that end, on February 8, 2022, and February 21, 2022, the Commission engaged in conversation regarding amendments to the Code of Ordinance at Chapter 14, Article IV, Sections 14-107(d) concerning Specific Uses in District H (Industrial District); and

WHEREAS, as a result of the discussions had as described above, the Planning and Zoning Commission submits its preliminarily report to City Council on March 21, 2022, and asks that it be received; and

WHEREAS, the City Council desires to call a joint public hearing with the Commission on the proposal to amend the Jersey Village Code of Ordinances at Chapter 14, Article IV, Sections 14-107(d) concerning Specific Uses in District H (Industrial District); **NOW THEREFORE**,

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

Section 1. The City Council hereby finds and determines that the statements set forth in the preamble of this Ordinance are true and correct and are incorporated herein for all purposes.

Section 2. The Planning and Zoning Commission's Preliminary Report as it relates to the proposal to amend the Jersey Village Code of Ordinances at Chapter 14, Article IV, Sections 14-107(d) concerning Specific Uses in District H (Industrial District), is hereby received. The complete and correct copy of the Preliminary Report is attached hereto as "Exhibit A" and is fully incorporated herein for all purposes.

Section 3. The City Council and the Planning and Zoning Commission of the City of Jersey Village, Texas will conduct a Joint Public Hearing at 7:00 p.m., April 18, 2022, on the proposal to amend the Jersey Village Code of Ordinances at Chapter 14, Article IV, Sections 14-107(d) concerning Specific Uses in District H (Industrial District).

Section 4. The City Secretary be, and she is hereby, directed to give notice of such public hearing as may be provided by law.

PASSED, APPROVED, AND ADOPTED this 21st day of March 2022.

ATTEST:

Bobby Warren, Mayor

Lorri Coody, City Secretary

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

EXHIBT A

PLANNING AND ZONING COMMISSION'S

PRELIMINARY REPORT – FEBRUARY 21, 2022

DISTRICT H AMENDMENTS

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

CITY OF JERSEY VILLAGE – PLANNING & ZONING COMMISSION
PRELIMINARY REPORT
DISTRICT H - SPECIFIC USES

The Planning and Zoning Commission has met on February 8, 2022 and on February 21, 2022, in order to review the Jersey Village Code of Ordinances as they relate to amendments to Chapter 14, Article IV, Sections 14-107(d) concerning the specific uses in District H and, if appropriate, prepare for presentation to Council on March 21, 2022, a Preliminary Report in connection with any suggested amendments.

After review and discussion, the Commissioners preliminarily proposed that the Code of Ordinances of the City of Jersey Village, Texas, be amended to reflect specific use requirements for Sections 14-107(d).

These preliminary changes to the City's comprehensive zoning ordinance are more specifically detailed in the proposed ordinance attached as Exhibit "A."

The next step in the process as required by Section 14-84(c)(2)(b) of the Jersey Village Code of Ordinances is for Council to call a joint public hearing with the Planning and Zoning Commission.

Respectfully submitted, this 21st day of February 2022.

s/Rick Faircloth, Chairman

ATTEST:

s/Lorri Coody, City Secretary

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Exhibit A

Proposed Ordinance

ORDINANCE NO. 2022-xx

AN ORDINANCE AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES OF THE CITY OF JERSEY VILLAGE, TEXAS, BY AMENDING CHAPTER 14 "BUILDING AND DEVELOPMENT", ARTICLE I "GENERAL", SECTION 14-5 "DEFINITIONS" BY ADDING DEFINITIONS FOR CERTAIN USES; AMENDING CHAPTER 14 "BUILDING AND DEVELOPMENT", ARTICLE IV "ZONING DISTRICTS", SECTION 14-107 "REGULATIONS FOR DISTRICT H (INDUSTRIAL DISTRICT)", SUBSECTION (a)(1) "PERMITTED USES" BY REMOVING CERTAIN USES FROM ZONING DISTRICT H; AMENDING ARTICLE IV "ZONING DISTRICTS", SECTION 14-107 "REGULATIONS FOR DISTRICT H (INDUSTRIAL DISTRICT)", SUBSECTION (d) "SPECIFIC USE" BY ADDING SPECIFIC USES IN ZONE H; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL; PROVIDING A PENALTY AS PROVIDED BY SECTION 1-8 OF THE CODE; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "Council") of the City of Jersey Village, Texas (the "City"), determines it in the best interest of the health, safety, and welfare of the citizens of the City's to amend the City's Code of Ordinances related to Zoning Regulations (the "Coder"); and

WHEREAS, the Planning & Zoning Commission (the "Commissions") has issued its report and has recommended amendments to the Code to add definitions for certain uses in Chapter 14 of the Code and to allow for certain uses in Zoning District H by specific use permit in section 14-107(d) of the Code; and

WHEREAS, the Commission and the Council have conducted, in the time and manner required by law, a joint public hearing on such amendments; and

WHEREAS, the Council now deems that such requested amendment to the Code is in accordance with the City's Comprehensive Plan and is appropriate to grant; and, **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE:

SECTION 1. THAT the facts and matter set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2. THAT Section 14-5 "Definitions" of Article IV "Zoning Districts" of Chapter 14 "Building and Development" of the Code of Ordinances, City of Jersey Village, Texas is hereby amended to read as follows (with added language being shown as underlined in bold and deleted language being shown as struck through, and with such amended language to be included in the appropriate alphabetical order within the existing portion of Section 14-5):

> "***Bail bond service*** **means an establishment that makes available to the public undertakings of bail in connection with judicial proceedings.**
>
> ***Cell phone and computer repair business*** **means a business that provides small-scale electronic repair services for items of the general public, including, but not limited to: cellphone repair; computer repair; and, other related minor repairs.**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Concrete products manufacturer **means a plant for the manufacture or mixing of concrete, cement, and concrete and cement products, including any apparatus and uses incident to such manufacturing and mixing.**

Credit access business (payday loan/auto title) **means an establishment providing loans to individuals in exchange for personal checks as collateral.**

Food processing and packaging, with the exception of slaughtering **means the preparation, processing, or canning and packaging of food products.**

Head/smoke shop **means any premises dedicated to the display, sale, distribution, delivery, offering, furnishing, or marketing of tobacco, tobacco products, or tobacco paraphernalia; provided, however, that any grocery store, supermarket, convenience store, or similar retail use that only sells conventional cigars, cigarettes, or tobacco as an ancillary sale shall not be defined as a "smoke shop and tobacco store" and shall not be subject to the restrictions in this chapter.**

Hookah bar/lounge **means an establishment used primarily for the sale of shisha for consumption on the premises or for sale or rental of accessories used for smoking shisha on the premises.**

Jewelry and watch manufacturing **means manufacturing or assembling of jewelry or watches.**

Junk or salvage yard **means any location whose primary use is where waste or scrap materials are stored, bought, sold, accumulated, exchanged, packaged, disassembled, or handled, including, but not limited to, materials such as scrap metals, paper, rags, tires, and bottles.**

Mini storage lot means **any structure designed or built with compartments to be used for individual storage of household items or business inventory by two (2) or more clients on a lease or rental basis. In no case may storage spaces be used in a retail, wholesale, business, or service function, nor shall the storage spaces be used for workshops, hobby shops, manufacturing, or similar uses or functions.**

Precious metal dealer (gold exchange) **means a person licensed to engage in the business of purchasing and selling crafted precious metal.**

Produce Market **means a specified land area managed by a single operator who leases space/stalls for the outdoor sales of: fresh fruit and produce foods products; meat and fish items; plants and flowers; or, bakery goods, dairy products, delicatessen, and grocery items.**

Retail establishment selling or offering for sale any alcoholic beverage **means a store which sells or offers to sell alcoholic beverages for off-premises consumption.**

Retail shops and retail trade means a shop or establishment for the sale of goods or merchandise from a fixed location, such as a department store, boutique, or kiosk, in small or individual lots for direct consumption by the purchaser. "Retail shops or retail trade" specifically excludes**:** ~~a pawnshop~~ **pawnshops, head/smoke shops, and hooka bars/lounges**.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Tattoo Shop **means an establishment whose principal business activity, either in terms of operation or as held out to the public, is the practice of placing of designs, letters, figures, symbols, or other marks upon or under the skin of any person, using ink or other substances that result in the permanent coloration of the skin by means of the use of needles or other instruments designed to contact or puncture the skin. This use does not include permanent make-up associated with an accessory use in an established salon.**

Truck terminal **means any premises used by a motor freight company as a carrier of goods, which is the origin or destination point of goods being transported, for the purpose of storing, transferring, loading, and unloading goods.**

Wholesale or warehousing business **means an establishment or place of business primarily engaged in selling and/or distributing merchandise to retailers; to industrial, commercial, institutional, or professional business users, or to other wholesalers; or acting as agents or brokers and buying merchandise for, or selling merchandise to, such individuals or companies. This is not considered a general commercial use.**"

SECTION 3. THAT Subsection 14-107(a)(1) "Permitted Uses" of Section 14-107 "Regulations for District H (Industrial District)" of Article IV "Zoning Districts" of Chapter 14 "Building and Development" of the Code of Ordinances, City of Jersey Village, Texas is hereby amended to read as follows (with added language being shown underlined in bold and deleted language being shown as struck through):

"(1) Permitted uses:

a. Apparel manufacturing.

b. Automobile and truck repair and rebuilding shop.

c. Bakery.

d. Building contractor and related activities.

e. Building materials, sales and storage.

f. Cabinet making.

g. Carwash.

h. Cold storage plant.

~~i. Concrete products manufacture.~~

~~j.~~ **i.** Dry cleaning and laundry plant.

~~k.~~ **j.** Electrical equipment assembly.

~~l.~~ **k.** Farm implement machinery sales and storage.

~~m. Food processing and packaging, with the exception of slaughtering.~~

~~n.~~ **l.** Furniture manufacturing.

~~o.~~ **m.** Grocery store.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

~~p.~~ **n.** Heating, plumbing and air conditioning, sales and repair.

~~q.~~ **o.** Instrument and meter manufacturing.

~~r. Jewelry and watch manufacturing.~~

~~s.~~ **p.** Mixing plants for concrete or paving materials.

~~t.~~ **q.** Optical goods manufacturing.

~~u.~~ **r.** Printing and publishing.

~~v. Produce market.~~

~~w.~~ **s.** Professional offices.

~~x.~~ **t.** Railroad and related facilities.

~~y.~~ **u.** Retail sales.

~~z.~~ **v.** Restaurant.

~~aa.~~ **w.** Service station.

~~bb.~~ **x.** Sheet metal processing.

~~cc.~~ **y.** Signs: Advertising, business, occupancy, and temporary.

~~dd.~~ **z.** Telecommunications towers.

~~ee.~~ **aa.** Temporary building which is incidental to the construction of buildings permitted in the district and which shall be removed when work is complete.

~~ff. Truck terminal.~~

~~gg. Wholesale or warehousing.~~

~~hh.~~ **bb.** Woodworking shop."

SECTION 4. THAT Subsection 14-107(d) "Specific Use" of Section 14-107 "Regulations for District H (Industrial District)" of Article IV "Zoning Districts" of Chapter 14 "Building and Development" of the Code of Ordinances, City of Jersey Village, Texas is hereby amended to read as follows (with added language being shown underlined in bold and deleted language being shown as struck through):

"(d) Specific use. The following uses are permitted in district H with a specific use permit:

(1) Bail bond service;

(2) Cell phone and computer repair business;

(3) Concrete products manufacture;

(4) Credit access business;

(5) Food processing and packaging, with the exception of slaughtering;

(6) Head/smoke shops;

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

(7) Hookah bars/lounge;

(8) Jewelry and watch manufacturing;

(9) Junk or salvage yard;

(10) Mini storage lots;

(11) Precious metal dealer;

(12) Produce Market;

(13) Retail establishment selling or offering for sale any alcoholic beverage~~.~~**;**

(14) Tattoo Shop;

(15) Truck terminal; and,

(16) Wholesale or warehousing."

SECTION 5. THAT 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, 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, or whether there be one or more parts.

SECTION 6. THAT all other ordinances or parts of ordinances in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed.

SECTION 7. THAT any person who shall violate any provision of this Ordinance shall be guilty of a misdemeanor and subject to a fine as provided in Section 1-8.

SECTION 8. THAT this Ordinance shall be in full force and effect from and after its passage.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2022.

FOR THE CITY:

_____

BOBBY WARREN, MAYOR

ATTEST:

_____

Lorri Coody, City Secretary

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST

AGENDA DATE: March 21, 2022 **AGENDA ITEM:** F3

AGENDA SUBJECT: Consider Resolution No. 2022-12, suspending the May 2, 2022, effective date of the proposal by CenterPoint Energy Resources Corp., D/B/A CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Houston Division to implement interim GRIP rate adjustments for gas utility investment in 2021 and requiring delivery of this Resolution to the company and legal counsel.

Department/Prepared By: Lorri Coody **Date Submitted:** March 4, 2022

EXHIBITS: Resolution No. 2022-12

BACKGROUND INFORMATION:

On March 3, 2022, CenterPoint Gas made Interim Rate Adjustment or "GRIP" filings with the cities in their Houston and Texas Coast divisions. For cities in the Houston Division, the Company is seeking recovery of $ 193,152,387 in invested capital. This compares to $153,689,801 last year, $157,664,708 in 2020, $99,461,495 in 2019 and $112,238,512 in 2018. The current filing will increase rates to residential customers by $1.36 per month. This will increase the current residential customer charge from $18.38 to $19.74 per month. Last year the increase was $.99 per month. The increase is currently scheduled to go into effect on May 2.

Under the GRIP statute, cities may not challenge the Company's request. The only action you may take is to suspend the effective date of the rate increase by 45 days.

The proposed Resolution suspends the effective date of the rate increase by 45 days.

RECOMMENDED ACTION:

MOTION: To Approve Resolution No. 2022-12, suspending the May 2, 2022, effective date of the proposal by CenterPoint Energy Resources Corp., D/B/A CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Houston Division to implement interim GRIP rate adjustments for gas utility investment in 2021 and requiring delivery of this Resolution to the company and legal counsel.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

RESOLUTION NO. 2022-12

A RESOLUTION BY THE CITY OF CITY OF JERSEY VILLAGE, TEXAS SUSPENDING THE MAY 2, 2022 EFFECTIVE DATE OF THE PROPOSAL BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS – HOUSTON DIVISION TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2021 AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Jersey Village, Texas ("City") is a gas utility customer of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas–Houston Division, ("CenterPoint" or "the Company") and a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, CenterPoint made filings with the City and the Railroad Commission of Texas ("Railroad Commission") on March 3, 2022, proposing to implement interim rate adjustments ("GRIP Rate Increases") pursuant to Texas Utilities Code § 104.301 on all customers served by CenterPoint, effective May 2, 2022; and

WHEREAS, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code; **NOW THEREFORE,**

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

Section 1: The May 2, 2022, effective date of the GRIP Rate Increases proposed by CenterPoint is hereby suspended for the maximum period allowed by Texas Utilities Code § 104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

Section 2: A copy of this Resolution shall be sent to CenterPoint, care of Keith L. Wall, at 1111 Louisiana Street, CNP Tower 19th Floor, Houston, Texas 77002 and to Thomas Brocato, legal counsel to the City, at Lloyd Gosselink, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

Signed this 21st day of March 2022.

_____
Bobby Warren, Mayor

ATTEST:

_____
Lorri Coody, City Secretary

CITY OF JERSEY VILLAGE
TEXAS
A TEXAS STAR COMMUNITY

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST

AGENDA DATE: March 21, 2022 **AGENDA ITEM**: F4

AGENDA SUBJECT: Consider Ordinance No. 2022-09, amending Chapter 66, Article II, Section 66-72 of the Code of Ordinances of the City of Jersey Village, entitled "No Parking/Tow-Away Zone Designated", modifying the no parking times for streets during the school day; providing a penalty; providing for severability; providing for publication; and providing an effective date.

Department/Prepared By: Austin Bleess, City Manager **Date Submitted**: March 10, 2022

EXHIBITS: Ordinance No. 2022-09

CITY MANAGER APPROVAL: **AB**

BACKGROUND INFORMATION:

Recently, it was brought to the attention of City Staff that there are parking issues in the school areas related to the recent schedule adjustment of Post Elementary. Now that Post lets out at 4:10 p.m., we need to update our ordinance to accommodate that change and keep traffic moving freely during that time.

The proposed ordinance modifies the end time of the no-parking ordinance to 4:30 p.m. from the 4:00 p.m. time that currently exists.

RECOMMENDED ACTION & MOTION:

MOTION: To approve Ordinance No. 2022-xx, amending Chapter 66, Article II, Section 66-72 of the Code of Ordinances of the City of Jersey Village, entitled "No Parking/Tow-Away Zone Designated", modifying the no parking times for streets during the school day; providing a penalty; providing for severability; providing for publication; and providing an effective date.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

ORDINANCE NO. 2022-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, AMENDING CHAPTER 66, ARTICLE II, SECTION 66-72 OF THE CODE OF ORDINANCES OF THE CITY OF JERSEY VILLAGE, ENTITLED "NO PARKING/TOW-AWAY ZONE DESIGNATED", MODIFYING THE NO PARKING TIMES FOR STREETS DURING THE SCHOOL DAY; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, Post Elementary has modified their school end time to 4:10pm; and

WHEREAS, the school related traffic now occurs past the 4:00pm end time that is referenced in the current city ordinance; and

WHEREAS, the free flow of traffic in and around the school areas during regular pickup and drop off times is a safety concern for residents, parents, teachers, and students; and

WHEREAS, the City Council of the City of Jersey Village now deems that such requested amendments are appropriate to grant; **NOW THEREFORE,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE:

SECTION 1. THAT, the City Council of the City of Jersey Village, Texas (the "City Council") hereby finds and determines that the statements set forth in the preamble of this Ordinance are true and correct and are incorporated herein for all purposes.

SECTION 2. THAT, the Section 66-72(a) of the Code of Ordinances, City of Jersey Village, Texas is hereby amended to read as follows (with **bold and underlined language** being the language added and the struck through language being deleted):

"*Australia Street*, both sides, from its intersection with Solomon Street to its intersection with Lakeview Drive, between the hours of 7:00 a.m. and 9:00 a.m. and 2:00 p.m. and ~~4:00~~ **4:30** p.m. on school days only.

Congo Street, north side, from its intersection with Senate Avenue to its intersection with Equador Street, between the hours of 7:00 a.m. and 9:00 a.m. and 2:00 p.m. and ~~4:00~~ **4:30** p.m. on school days only.

Congo Street, north side, from its intersection with Senate Avenue to its intersection with Solomon Street, between the hours of 7:00 a.m. and 9:00 a.m. and 2:00 p.m. and ~~4:00~~ **4:30** p.m. on school days only.

Equador Street, west side, from its intersection with Philippine Drive to its intersection with Congo Street, between the hours of 7:00 a.m. and 9:00 a.m. and 2:00 p.m. and ~~4:00~~ **4:30** p.m. on school days only.

Hamilton Circle, both sides, between the hours of 7:00 a.m. and 9:00 a.m. and 2:00 p.m. and ~~4:00~~ **4:30** p.m. on school days only.

Jersey Drive, both sides, from its intersection with Lakeview Drive to its intersection with Equador Street, between the hours of 7:00 a.m. and 9:00 a.m. and 2:00 p.m. and ~~4:00~~ **4:30** p.m. on school days only.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Lakeview Drive, south side, from its intersection with Senate Avenue to its intersection with White Oak Bayou, between the hours of 7:00 a.m. and 9:00 a.m. and 2:00 p.m. and ~~4:00~~ **4:30** p.m. on school days only.

Meadow Lane, north side, from Jersey Drive west to the end of the street.

Seattle Street, both sides, from its intersection with Senate Avenue to its intersection with Solomon Street, between the hours of 7:00 a.m. and 9:00 a.m. and 2:00 p.m. and ~~4:00~~ **4:30** p.m. on school days only.

Senate Avenue, both sides, between its intersection with U.S. Highway 290 and its intersection with Juneau Street.

Shanghai Street, both sides, from its intersection with Lakeview Drive to its intersection with Equador Street, between the hours of 7:00 a.m. and 9:00 a.m. and 2:00 p.m. and ~~4:00~~ **4:30** p.m. on school days only.

Singapore Lane, both sides, from its intersection with Senate Avenue to its intersection with Solomon Street, between the hours of 7:00 a.m. and 9:00 a.m. and 2:00 p.m. and ~~4:00~~ **4:30** p.m. on school days only.

Solomon Street, west side, from its intersection with Seattle Street to its intersection with Shanghai Street, between the hours of 7:00 a.m. and 9:00 a.m. and 2:00 p.m. and ~~4:00~~ **4:30** p.m. on school days only."

SECTION 3. THAT, any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed two thousand dollars ($2,000), with each day of violation constituting a separate offense.

SECTION 4. THAT, 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 or ordinances 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 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 5. THAT, the City Council hereby directs the City Secretary to publish the caption of the Ordinance as required under and according to State law.

SECTION 6. THAT, this Ordinance shall be in full force and effect upon the date of its passage by the City Council.

PASSED, APPROVED, AND ADOPTED this 21st day of March 2022.

_____
Bobby Warren, Mayor

ATTEST:

_____
Lorri Coody, City Secretary

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST

AGENDA DATE: March 21, 2022 **AGENDA ITEM:** F5

AGENDA SUBJECT: Consider Ordinance No. 2022-10, amending Chapter 66, Article II, Section 66-71 of the Code of Ordinances of the City of Jersey Village, entitled "no parking zones designated", modifying parking on Rio Grande Street from Wyndham Parkway to Koester Street; providing a penalty; providing for severability; providing for publication; and providing an effective date.

Department/Prepared By: Robert Basford **Date Submitted:** March 11, 2022

EXHIBITS: Ordinance No. 2022-10
Aerial Image

BUDGETARY IMPACT:

Required Expenditure:	$	0
Amount Budgeted:	$	0
Appropriation Required:	$	0

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

The dog park located near the Jersey Village Nature Trail has maintained popularity since its establishment. The dog park was designed to allow access from the parking lot on Jersey Meadow Drive for those who choose to commute to the dog park, as well as access from Rio Grande for residents who choose to walk their dog to the dog park.

Overtime there has been an increase in the number of cars parking alongside the curb on Rio Grande facing north, causing excess traffic, and potential safety hazards. We also believe that this creates and easy opportunity for dog owners to neglect the leash law, by providing a short commute between the car and the park entrance for the dog to run off leash.

We have experienced an increase in residential concern regarding the parking situation, traffic congestion, safety concern, and leash laws and we propose this ordinance to ensure the dog park is accessed the way it was intended with commuters parking in the parking lot at the Nature Trail.

There are a few alternatives council could consider as an alternative resolution:

1. We could look into the size of the easement to add a parallel parking lane to Rio Grande or 90 degree parking between the trail and Rio Grande.
2. We could construct a crushed granite parking lot just north of the Rio Grande dead end

RECOMMENDED ACTION:

MOTION: To approve Ordinance No. 2022-10, amending Chapter 66, Article II, Section 66-71 of the Code of Ordinances of the City of Jersey Village, entitled "no parking zones designated", modifying parking on Rio Grande Street from Wyndham Parkway to Koester Street; providing a penalty; providing for severability; providing for publication; and providing an effective date.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

ORDINANCE NO. 2022-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, AMENDING CHAPTER 66, ARTICLE II, SECTION 66-71 OF THE CODE OF ORDINANCES OF THE CITY OF JERSEY VILLAGE, ENTITLED "NO PARKING ZONES DESIGNATED", MODIFYING PARKING ON RIO GRANDE STREET FROM WYNDHAM PARKWAY TO KOESTER STREET; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, safety concerns have been raised about parking on Rio Grande Street for dog park access; and

WHEREAS, the school related traffic now occurs past the 4:00pm end time that is referenced in the current city ordinance; and

WHEREAS, the free flow of traffic around recreational areas is a safety concern for residents and recreational amenity users; and

WHEREAS, the City Council of the City of Jersey Village now deems that such requested amendments are appropriate to grant; **NOW THEREFORE,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE:

SECTION 1. THAT, the City Council of the City of Jersey Village, Texas (the "City Council") hereby finds and determines that the statements set forth in the preamble of this Ordinance are true and correct and are incorporated herein for all purposes.

SECTION 2. THAT, the Section 66-71(a) of the Code of Ordinances, City of Jersey Village, Texas is hereby amended to read as follows (with **bold and underlined language** being the language added and the struck through language being deleted):

a) No parking zones are established as follows:

Congo Street:
Along the south side of Congo Street between its intersection with Equador Street and Solomon Street.

Elwood:
Along the north side of Elwood for the entire portion of Elwood, which lies immediately adjacent to White Oak Bayou.

Equador:
Along the east side of Equador from 200 feet north of its intersection with Jersey Drive to its intersection with Congo Street.

Equador Street:
Along the east side, from its intersection with Philippine Drive to its intersection with White Oak Bayou, except that parking shall be allowed for park patrons.
Jersey Drive:

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Along the east side of Jersey Drive between U.S. Highway 290 and Rio Grande, except on Sundays.

Lakeview Drive:
Along the west side of Lakeview Drive between its intersection with Jersey Drive and

Philippine Street.
Along the north side of Lakeview Drive between its intersection with Jersey Drive and easterly to Senate Avenue.
Along the north side of Lakeview Drive between its intersection with Senate Avenue eastward to Jersey Drive.

North Tahoe:
Along the west side of North Tahoe between its intersection with Tahoe and a point 150 feet north of its intersection with Tahoe.

Philippine Street:
Along the north side of Philippine Street between its intersection with Lakeview Drive and a point 160 feet east of its intersection with Argentina Street.

Rio Grande Drive:
~~Along the west side~~ **Along both sides** of Rio Grande Drive from Wyndham Parkway to Koester Street.

Security Way:
Along both sides between its intersection with U.S. Highway 290 and its intersection with West Gulfbank Road.

Solomon Street:
Along the east side of Solomon Street between its intersections with Congo Street and West Gulfbank Road.
Along the west side of Solomon Street between its intersection with Seattle Street and West Gulfbank Road.

Tahoe:
Along the north side of Tahoe between its intersection with North Tahoe and a point 150 feet west of its intersection with North Tahoe.

Village Drive:
Along the south side of Village Drive between its intersection with U.S. 290 and Rio Grande Street.
Along the north side of Village Drive between its intersection with U.S. 290 and a point 500 feet east of such intersection.

West Gulfbank Road: Along both sides between its intersection with Solomon Street and its intersection with the east city limit line.

SECTION 3. THAT, any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed two thousand dollars ($2,000), with each day of violation constituting a separate offense.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

SECTION 4. THAT, 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 or ordinances 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 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 5. THAT, the City Council hereby directs the City Secretary to publish the caption of the Ordinance as required under and according to State law.

SECTION 6. THAT, this Ordinance shall be in full force and effect upon the date of its passage by the City Council.

PASSED, APPROVED, AND ADOPTED this 21st day of March 2022.

_____
Bobby Warren, Mayor

ATTEST:

_____
Lorri Coody, City Secretary

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST

AGENDA DATE: March 21, 2022 **AGENDA ITEM**: F6

AGENDA SUBJECT: Consider Resolution No. 2022-13, authorizing the City Manager to work with Tradition Energy to seek energy proposals and execute contract documents to provide electricity for city facilities.

Department/Prepared By: Austin Bleess, CM **Date Submitted**: March 15, 2022

EXHIBITS: Resolution 2022-13

BUDGETARY IMPACT:

Required Expenditure:	$
Amount Budgeted:	$
Appropriation Required:	$

CITY MANAGER APPROVAL: **AB**

BACKGROUND INFORMATION:
The City's current contract with Cavallo Energy through the Texas General Land Office (GLO) for energy provided to City facilities will end on June 30. At this time, city staff would like to take a proactive approach, and seek a competitive rate for energy costs before the contract expires.

It is recommended that the city utilize Tradition Energy to monitor the day-to-day activity in the electricity market for competitive rates, as the GLO can no longer provide this service for us. Tradition Energy is utilized by many cities, counties, and school districts throughout Texas. Any fees paid to them would be included in our monthly electricity charges. Tradition Energy is also on the U.S. Communities Cooperative Purchasing Program.

In February Council authorized the City Manager to sign a contract that would allow the City to lock-in a price for energy at a rate of less than 5 cents per kilowatt hour, for a period not to exceed ten years. Since that time energy rates have been about 5 cents. With the current situation in Ukraine, it does not seem that energy prices will go below that 5 cents. Our consultant is recommending a new authorization for up to 5.5 cents per kilowatt hour.

The latest proposal for rates we received was at 7.1 cents for a 12-month contract, 5.69 cents for a 5 year contract, and 5.36 cents for a 10 year contract. We will work to get the best contract price possible.

RECOMMENDED ACTION:
The recommended action is to approve Resolution 2022-13

RECOMMENDED MOTION:
To Approve Resolution No. 2022-13, authorizing the City Manager to work with Tradition Energy to seek energy proposals and execute contract documents to provide electricity for city facilities.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

RESOLUTION NO. 2022-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, AUTHORIZING THE CITY MANAGER TO SEEK ELECTRICITY PROPOSALS AND EXECUTE CONTRACT DOCUMENTS TO PROVIDE ELECTRICITY FOR CITY FACILITIES.

WHEREAS, the City of Jersey Village current electricity contract will expire at the end of June 2022; and

WHEREAS, the Tradition Energy is on the U.S. Communities Cooperative Purchasing Program; and

WHEREAS, the City Council finds it prudent to authorize the City Manager to execute a contract so the best pricing may be locked in;

WHEREAS, the energy market has gotten more expensive since the February 2022 meeting; **NOW THEREFORE,**

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

Section 1. The City Council of the City of Jersey Village herby authorizes the City Manager to work with Tradition Energy to seek proposals relating to purchasing energy; and

Section 2. The City Manager is authorized to execute on behalf of the City of Jersey Village all necessary contract documents with an energy provider, relating to the City of Jersey Village energy contract at a price not to exceed 5.5 cents per kilowatt hour for a period of no longer than 10 years.

PASSED AND APPROVED this **21st** day of **March**, A.D., **2022**.

_____
Bobby Warren, Mayor

ATTEST:

_____
Lorri Coody, City Secretary

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST

AGENDA DATE: March 21, 2022 **AGENDA ITEM**: F7

AGENDA SUBJECT: Consider Resolution No. 2022-14, authorizing the City Manager to enter into an agreement with FGM Architects for the design of a new Jersey Meadow Golf Course Club House.

Dept./Prepared By: Parks and Recreation, Robert Basford **Date Submitted**: March 14, 2022

EXHIBITS: Resolution No. 2022-14
EXA - FGMA CMAR Contract

BUDGETARY IMPACT:	Required Expenditure:	$	530,271
	Amount Budgeted:	$	7,500,000
	Appropriation Required:	$	530,271

BACKGROUND INFORMATION:

At the last Council meeting the City Council authorized the City Manager to begin negotiating a contract with FGM Architects for a new club house. The proposed contract is attached with this item.

On March 3, 2022 staff held an introductory zoom meeting with FGM Architects to meet the project team and discuss the project outline and timeline. During the meeting the project's definition of success was discussed and outlined.

On March 7, 2022 staff hosted the FGMA project at the Clubhouse for our kick off meeting to outline the projects history and timeline, to discuss the goals of the project, to allow the project team to tour the existing facilities and to understand how our staff uses the facility to achieve its goals. Design format and facility usage was briefly discussed and a brainstorming session with all involved was held as we began to set the foundation for the project design.

The contract is based upon a $5 million construction budget, that includes Furniture, fixtures, and equipment and contingency. Realistically that means the construction of the building would be about $4 million and the rest would be FFE and contingency.

This contract would also utilize a Construction Manager at Risk (CMAR) format. In this format the CMAR assumes the risk for construction or rehabilitation of a facility at the contracted price in the same manner as a general contractor, but also provides consultation to the city regarding construction during and after the design of the facility.

RECOMMENDED ACTION: To approve Resolution No. 2022-14, authorizing the City Manager to enter into an agreement with FGM Architects for the design of a new Jersey Meadow Golf Course Club House.

MOTION: To approve Resolution No. 2022-14, authorizing the City Manager to enter into an agreement with FGM Architects for the design of a new Jersey Meadow Golf Course Club House.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

RESOLUTION NO. 2022-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FGM ARCHITECTS FOR THE DESIGN OF A NEW JERSEY MEADOW GOLF COURSE CLUBHOUSE.

WHEREAS, in January 2022 the City Council directed staff to look for an Architect to design a new Jersey Meadow Golf Course Club House and rehab the current building to be used for events;

WHEREAS, on February 21, 2022 City Council authorized staff to negotiate a contract for the design of a new Jersey Meadow Club House

WHEREAS, City Staff and FGM Architects have negotiated the general service contract to design the Jersey Meadow Golf Course Clubhouse as more specifically described in the attached "Exhibit A"; **NOW THEREFORE**,

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

THAT, the City Manager is authorized to enter into a contract on behalf of the City of Jersey Village with FGM Architects for the design of a new Jersey Meadow Golf Course Clubhouse in substantially the form as attached Exhibit "A."

PASSED AND APPROVED this the **21st** day of **March 2022**.

_____
Bobby Warren, Mayor

ATTEST:

_____
Lorri Coody, City Secretary

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

GENERAL SERVICES CONTRACT

This General Services Contract (the "Contract") is made by and between the City of Jersey Village, a State of Texas home rule municipal corporation (the "City"), and FGM Architects Inc (the "Contractor") (with each being a "Party", and together, the "Parties"), and shall be in full force and effect on the date of execution by the authorized representatives of the Parties below (the "Effective Date").

SECTION 1. Summary of the Services.

Description of Services: **See Exhibit A**

Annual/Base Services: **See Exhibit A**

Work in addition to Base Services: **See Exhibit A**

Effective Date: Upon both Parties Signature

Termination Date: Upon Work Completion

SECTION 2. Services and Payment.
Contractor will furnish the Services to the City in accordance with the terms and conditions specified in this Contract. The Contractor will bill the City for the Services provided at intervals of at least thirty (30) days, except for the final billing. The City shall pay the Contractor for the Services in accordance with the terms of this Contract, but all payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.

SECTION 3. Termination for Convenience.
The City may terminate this Contract during at any time for the City's own convenience, where the Contractor is not in default, by giving written notice to Contractor. If the City terminated this Contract under this paragraph, then the City will pay the Contractor for the portion of the Services rendered in accordance with this Contract up to the date of termination.

SECTION 4. Termination for Default.
Either Party may terminate this Contract as provided in this paragraph if the other Party is in default to any term of this Contract. The Party alleging the default will give the other Party notice of the

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

default in writing citing the terms of the Contract that have been breached and what action the defaulting Party must take to cure the default. If the Party in default fails to cure the default as specified in the notice within thirty (30) days, then the Party giving the notice of the default may terminate this Contract by written notice to the other Party, specifying the date of termination. Termination of the Contract under this paragraph does not affect the right of either Party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either Party.

SECTION 5. Multi-Year Contracts and Funding.
If this Contract extends beyond the City's fiscal year in which it becomes effective, or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective, and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year, and there are no funds from the City's sale of debt instruments to make the required payment, then this Contract automatically terminates at the beginning of the first (1st) day of the City's successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under this Contract.

SECTION 6. Liability and Indemnity.
TO THE EXTENT ALLOWED BY LAW, ANY PROVISION OF ANY ATTACHED DOCUMENT THAT IS MADE A PART OF THIS CONTRACT THAT LIMITS THE CONTRACTOR'S LIABILITY TO THE CITY OR RELEASES THE CONTRACTOR FROM LIABILITY TO THE CITY FOR ACTUAL OR COMPENSATORY DAMAGES, LOSS, OR COSTS ARISING FROM THE PERFORMANCE OF THIS CONTRACT, OR THAT PROVIDES FOR CONTRACTUAL INDEMNITY OF EITHER PARTY, IS NOT APPLICABLE OR EFFECTIVE UNDER THIS CONTRACT. EXCEPT WHERE ANY ATTACHED DOCUMENT THAT IS MADE A PART OF THIS CONTRACT PROVIDED BY THE CITY PROVIDES OTHERWISE, EACH PARTY IS RESPONSIBLE FOR DEFENDING AGAINST, AND LIABLE FOR, PAYING ANY CLAIM, SUIT, OR JUDGMENT FOR DAMAGES, LOSS, OR COSTS ARISING FROM THAT PARTY'S NEGLIGENT ACTS OR OMISSIONS IN THE PERFORMANCE OF THIS CONTRACT IN ACCORDANCE WITH APPLICABLE LAW. THIS PROVISION DOES NOT AFFECT THE RIGHT OF EITHER PARTY WHO IS SUED BY A THIRD PARTY OF ACTS OR OMISSIONS ARISING FROM THIS CONTRACT TO BRING IN THE OTHER PARTY AS A THIRD-PARTY DEFENDANT AS ALLOWED BY LAW.

SECTION 7. Assignment.
The Contractor shall not assign this Contract without the prior written consent of the City.

SECTION 8. 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.

SECTION 9. Entire Contract.
This Contract represents the entire Contract between the Parties and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by the Parties.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

SECTION 10. Independent Contractor.
The Contractor shall 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 the Contractor's officers or employees in the means, methods, or details of the Services. See Exhibit A, Section 2.2 for Architect's Standard of Care.

SECTION 11. Dispute Resolution Procedures.
The Parties desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either Party disputes any matter relating to this Contract, then 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 (½) of the mediator's fees.

SECTION 12. Attorney's Fees.
Should the City bring suit against the Contractor for breach of contract or for any other cause relating to this Contract, then the City shall be entitled to seek an award of attorney's fees or other costs relating to the suit.

SECTION 13. Severability.
If a court finds or rules that any part of this Contract is invalid or unlawful, then the remainder of this Contract continues to be binding on the Parties.

SECTION 14. Work Product.
Any work product generated as a result of this Contract shall be the property of the City.

SECTION 15. Disclosure of Interested Parties.
As required by Section 2252.908, Texas Government Code, if this Contract requires an action or vote by the City before the Contract may be signed, or has a value of at least one million dollars ($1,000,000), then the City may not enter into such Contract unless the Contractor submits a disclosure of interested parties to the City at the time the Contractor submits the signed Contract to the City. The Contractor agrees to submit such disclosure as required by Section 2252.908 of the Texas Government Code on the form 1295, prescribed by the Texas Ethics Commission, unless the Contractor is a publicly traded entity or a wholly owned subsidiary of same, in which case no disclosure is required. The Contractor agrees to access the Texas Ethics Commission website and complete the form 1295, receive a confirmation number and a PDF version of the completed form 1295, execute and notarize a hard copy version of the completed form 1295, and submit it, along with the confirmation number, to the City.

SECTION 16. No Boycott of Israel.
As required by Chapter 2270, Texas Government Code, the Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Contract. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli controlled territory, but does not include an action made for ordinary business purposes. This Section 16 applies only to contracts with a value of one hundred thousand dollars ($100,000) or more that are to be paid wholly or partly from public funds of the City, between the

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City and any company with ten (10) or more full time employees. Furthermore, this Section 16 does not apply if the Contractor is a sole proprietorship

SECTION 17. No Business with Foreign Terrorist Organization.
Pursuant to Chapter 2252, Texas Government Code, the Contractor represents and certifies that, at the time of execution of this Contract, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same: (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code; or, (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned by Section 2252.151 of the Texas Government Code.

SECTION 18. Additional Contract Documents.
The following specified documents attached to this Contract are hereby made a part of this Contract. Any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with this Contract or the General Services Contract Rider (the "Rider") is not applicable, and the terms of this Contract and the Rider shall govern.

A. Contractor's Additional Contract Documents:

- Exhibit A: AIA B133 Document
- Exhibit B: Square Footage Programming, Site Planning, and Schematic Design: Meeting/Project/Schedule
- Exhibit C: Conceptual Project Budget

B. City's Additional Contract Documents:

- General Services Contract Rider;
- _____
- _____

SIGNATURES

For: CITY	**For: CONTRACTOR**
_____	_____
Name [Signature]	**Name [Signature]**
Austin Bleess_____	Robert B. Galloway Jr
Name [Printed]	**Name [Printed]**
City Manager_____ _____	Principal in Charge _____
Title **Date**	**Title** **Date**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

CITY OF JERSEY VILLAGE – GENERAL SERVICES CONTRACT RIDER

SECTION 1. Application.

This General Services Contract Rider applies to, is a part of, and takes precedence over any conflicting provision in or attachment to the Contract (the "Contract") between the City of Jersey Village, Texas (the "City") and FGM Architects Inc (the "Vendor") (with the City and the Vendor being the "Parties", and each a "Party"), which is attached and described as follows:

_____

_____

_____

SECTION 2. Payment Provisions.

The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

SECTION 3. Multiyear Contracts.

If the City Council of the City (the "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 (1st) day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

SECTION 4. Liability and Indemnity.

Any provision of the Contract is void and unenforceable if it: (i) limits or releases either party from liability that would exist by law in the absence of the provision; (ii) creates liability for either Party that would not exist by law in the absence of the provision; or, (iii) waives or limits either Party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

SECTION 5. Confidentiality.

Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under Federal or Texas law, applicable regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

SECTION 6. Tax Exemption.

The City is not liable to the Vendor for any Federal, State, or local taxes for 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 item.

SECTION 7. Contractual Limitations Period.

Any limitations period in the Contract that does not run against the City by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

SECTION 8. Governing Law and Venue.

Texas law governs the Contract and any lawsuit on the Contract must be filed in a court that has jurisdiction in Harris County, Texas.

SECTION 9. Special Conditions.

A. As required by Section 2252.908, Texas Government Code, if the Contract requires an action or vote by the Council before the Contract may be signed, or has a value of at least one million dollars ($1,000,000), then the City may not enter into the Contract unless the Vendor submits a disclosure of interested parties to the City at the time the Vendor submits the signed Contract to the City. The Vendor agrees to submit such disclosure as required by Section 2252.908 of the Texas Government Code on the form 1295, prescribed by the Texas Ethics Commission, unless the Vendor is a publicly traded entity or a wholly owned subsidiary of same, in which case no disclosure is required.

B. As required by Chapter 2270, Texas Government Code, the Vendor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of the Contract. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli controlled territory, but does not include an action made for ordinary business purposes. This Section 9B applies only to contracts with a value of one hundred thousand dollars ($100,000) or more that are to be paid wholly or partly from public funds of the City, between the City and any company with ten (10) or more full time employees.

C. As required by Chapter 2252, Texas Government Code, the Vendor certifies that, at the time of execution of the Contract neither the Vendor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same: (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code; or, (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

For: CITY	**For: CONTRACTOR**
_____	_____
Name [Signature]	**Name [Signature]**
Austin Bleess_____	Robert B. Galloway Jr
Name [Printed]	**Name [Printed]**
City Manager_____ _____	Principal in Charge _____
Title **Date**	**Title** **Date**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

AIA® Document B133™ – 2019

Standard Form of Agreement Between Owner and Architect, *Construction Manager as Constructor Edition*

AGREEMENT made as of the Twenty-first day of March in the year Two Thousand Twenty-Two
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

City of Jersey Village
16327 Lakeview Drive
Jersey Village, Texas 77040

and the Architect:
(Name, legal status, address, and other information)

FGM Architects Inc.
3711 South Mopac Expressway
Building Two, Suite 150
Austin, Texas 78746

for the following Project:
(Name, location, and detailed description)

Jersey Meadow Golf Course Clubhouse
8502 Rio Grande Street
Jersey Village, Texas 77040

The Construction Manager (if known):
(Name, legal status, address, and other information)

TBD

The Owner and Architect 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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; 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; and A134–2019™ 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 without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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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.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Architect shall assist the Owner in the development of a program as part of the Project.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project consists of a new Golf Course Clubhouse with Pro Shop and renovation of the existing clubhouse into an event space.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Cost of the Work, as defined in Section 6.1, plus furniture, fixtures, and equipment (FF&E) shall be $5,000,000.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Programming/Schematic Design Phase shall be completed by June 30, 2022. Subsequent design milestone dates to be determined.

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.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends to retain a Construction Manager. Agreement is anticipated to be one of the following:
(Indicate agreement type.)

[ ] 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.

[ ] AIA Document A134–2019, 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 without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

TBD

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not Applicable

(Paragraph deleted)
§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Robert Basford
Parks and Recreation Director
City of Jersey Village
713-466-2139
rbasford@jerseyvillagetx.com

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

TBD

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:

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(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

TBD

.2 Land Surveyor:

TBD

.3 Geotechnical Engineer:

*(Paragraphs deleted)*TBD

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Kennedy Colombo
Project Manager
512-953-1303
kennedycolombo@fgmarchitects.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Dally + Associates, Inc.
9800 Richmond Ave.
Suite 460
Houston, Texas 77042

.2 Mechanical/Electrical Engineer:

Collaborative Engineering Group
8904 Fairbanks N. Houston
Suite 201
Houston, Texas 77064

.3 Civil Engineer:

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West Belt Surveying, Inc.
21020 Park Row Drive
Katy, Texas 77449

.4 Landscape Architect:

Hitchcock Design Group
1601 Rio Grande
Suite 450
Austin, Texas 78701

§ 1.1.12.2 Consultants retained under Supplemental Services:

Not Applicable

§ 1.1.13 Other Initial Information on which the Agreement is based:

Not Applicable

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 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 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 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

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§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000.00) for each occurrence and Two Million Dollars ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars ($ 500,000.00) each accident, Five Hundred Thousand Dollars ($ 500,000.00) each employee, and Five Hundred Thousand Dollars ($ 500,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars ($ 2,000,000.00) per claim and Three Million Dollars ($ 3,000,000.00) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices 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 Architect'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.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings reasonably requested by Owner, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The 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 Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner only if the Architect becomes aware of any error, omission, or inconsistency in such services or information, however, the Architect assumes no duty to discover such errors, omissions, or inconsistencies

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time

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required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and a reasonable time for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. The Owner shall render decisions in a timely matter so as to not adversely affect the schedule or cause the schedule to be exceeded.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities having jurisdiction over the design of the Project. The Architect shall use professional care to respond to written publicly available applicable design requirements imposed by those authorities and entities. The Architect shall not be responsible for additional costs incurred because of a reasonable difference of opinion or interpretation of applicable code requirements with that of such governmental authorities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.1.9 If the Architect's services involve making changes to an existing facility, the Owner shall furnish documentation, drawings and information on the existing facility upon which the Architect may rely for accuracy and completeness. Unless specifically authorized or confirmed in writing by the Owner, the Architect shall not be required to perform or to cause to be performed any destructive testing or investigation of concealed or unknown conditions. In the event the documentation, drawings or information furnished by the Owner is inaccurate or incomplete, all resulting costs and expenses, including the cost of Additional Services of the Architect, shall be borne by the Owner. To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Architect and its consultants from and against all claims, damages, losses, costs and expenses, including attorney's fees, arising out of or resulting from the drawings, documentation and information furnished by the Owner.

§ 3.1.10 If the Project involves remodeling and/or rehabilitation of an existing structure, certain assumptions regarding existing conditions are required to be made. Since some of these assumptions may not be verifiable within Owner's budget or without destroying otherwise adequate or serviceable portions of the Project, the Owner agrees that, except for specific tasks identified for the Architect to perform under the Agreement, the Owner shall reimburse the Architect as an Additional Service for changes, modifications, additions or alterations to the Construction Documents which may arise or result from unforeseen or concealed conditions. The Owner shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect and its consultants from and against all claims, damages, losses, costs, damages and expenses arising from unforeseen or concealed conditions.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or

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procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Programming/Schematic Design Phase Services

§ 3.3.1 The Architect shall assist the Owner in the development of a program for the Project, shall review other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall submit the program for the Owner's review and approval and shall prepare a preliminary evaluation of the Owner's schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to gain a general understanding ofthe requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, including the program for the Project, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. Upon receipt of Owner's approval of the Schematic Design Documents, the Architect shall commence the Design Development Phase. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

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§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels. The Architect shall provide one (1) exterior design concept to the Owner for approval as part of the Basic Services. Any additional design concepts shall be charged as an Additional Service in accordance with Architect 4.3.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents. Upon receipt of Owner's approval of the Design Development Documents, the Architect shall commence the Construction Documents Phase.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall use professional care to incorporate written publicly available design requirements of governmental authorities having jurisdiction over the design of the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents. Upon receipt of Owner's approval of the Construction Documents, the Architect shall commence the Bidding/Negotiation Phase.

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§ 3.5.6 The Owner and Architect acknowledge that, given the nature of the design and construction process, certain inconsistencies, conflicts, errors and/or omissions may exist in the Construction Documents prepared by the Architect. It is further acknowledged and agreed that as long as the number and type of such inconsistencies, conflicts, errors and/or omissions are reasonable and consistent with reasonable skill and care, such inconsistencies, conflicts, errors and/or omission shall not constitute a material breach of this Agreement or a deviation from the applicable standard of care set forth herein. Notwithstanding the foregoing, the Architect and its consultants shall modify or correct any errors or omissions in the Construction Documents at no additional cost to Owner.

§ 3.5.7 If, as a result of Architect's failure to comply with the standard of care set forth in this Agreement, an error in the Construction Documents results in additional construction costs to the Owner, the Architect shall be responsible for compensating the Owner for the additional construction costs for which the Architect is legally responsible in accordance with applicable law.

§ 3.5.8 If, as a result of the Architect's failure to comply with the standard of care set forth in this Agreement, an omission in the Construction Documents results in additional construction costs to the Owner, the Architect shall be responsible for compensating the Owner for only the additional costs related to adding the omitted item or element over and above that which the Owner would have paid had the omitted item or element been included in the original Construction Documents.

§ 3.5.9 All costs associated with the Architect's negligent errors or omissions which constitute "betterment" or "value added" to the Owner shall be borne by the Owner to the extent of such betterment or value added.

§ 3.5.9.1 Bidding or Negotiation Phase Services

§ 3.5.9.1.1 General

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in obtaining either competitive bids or negotiated proposals.

§ 3.5.9.2 Competitive Bidding

§ 3.5.9.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.9.3 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- **.1** facilitating the reproduction of Bidding Documents for electronic distribution to prospective bidders,
- **.2** participating in a pre-bid conference for prospective bidders, and
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.9.4 The Architect shall consider written requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction to the extent required by this Agreement. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement in writing to include such modifications. The terms and conditions of this Agreement shall govern and control the Architect's services on the Project. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

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§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for jobsite safety, including, but not limited to safety precautions and programs in connection with the Work or compliance with any safety laws, standards, roles, regulations or guidelines governing the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.1.4 The Architect shall not be responsible for any aspect of design, procurement, erection, construction, monitoring, observation or use of any scaffolds, hoists, cranes, ladders, bracing or supports of any type on the Project, whether temporary or permanent, nor shall the Architect have responsible for construction barricades, barriers, safety cones, tape, warnings, signage, canopies or other similar devices of any kind, whether for vehicular or pedestrian traffic or otherwise on or around the Project site. No provision of this Agreement shall be interpreted to confer upon the Architect any duty owed under common law, statute or regulation to construction workers or any other persons regarding safety or the prevention of accidents at the Project.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site as required in Section 4.2.3, 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 shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to recommend to the Owner and Construction Manager the rejection of Work that does not conform to the Contract Documents and reject such Work as directed by the Owner. The Architect shall notify the Construction Manager about the rejection. Subject to the Owner's written approval whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, 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 Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work and the Architect shall not be responsible for defects or deficiencies of the Contractor, Subcontractors, or suppliers resulting from their failure to complete Work in accordance with the Contract Documents.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents. In no event shall the Architect be liable for decisions made in such capacity if made in good faith.

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§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's 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 Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall 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 Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule 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.

§ 3.6.4.2 After the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples that are required by the Contract Documents, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of specific details, equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or 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. Regardless of the review, notations or mark-ups of the Architect on any submittal, shop drawing or product data, neither the Architect nor its consultants shall be responsible for any aspect of the submittal, shop drawing or product data which does not comply with the requirements of the Contract Documents, responsibility for which rests solely with the Contractor.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect or its consultants shall specify the appropriate performance and design criteria that such services must satisfy. Subject to the terms of Article 3.6.4.2, the Architect obtain review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect for informational purposes only. The Architect and its consultants review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect and its consultants shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 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. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work under this Article 3.6.5.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- **.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- **.2** issue Certificates of Substantial Completion;
- **.3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- **.4** issue a final Certificate for Payment based upon a final inspection observed by the Architect indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check overall conformance of the Work observed with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the punch list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon written request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	Architect
§ 4.1.1.4 Measured drawings	Not provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.13 Cost estimating	Not provided
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	Architect
§ 4.1.1.18 Post-occupancy evaluation	Architect
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.24 Commissioning	Not provided
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.26 Historic preservation	Not provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.28 Other services provided by specialty Consultants	Architect
§ 4.1.1.29 Other Supplemental Services	Architect

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility *(Paragraphs deleted)* shall be prepared if Supplemental Service is required.

(Paragraphs deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;

.2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;

.3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;

.7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;

.8 Preparation for, and attendance at, public presentations, meetings or hearings other than Owner's City Council meetings;

.9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect;

.12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;

.13 Services necessitated by the Owner's delay in engaging the Construction Manager;

.14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and

.15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate..**16** Documentation, data collection, preparation for and attendance at meetings and similar services necessitated by the inclusion of a provision for liquidated damages in the Contract Documents;

.17 Services related to regional storm water studies; or

.18 Services related to building permitting in excess of forty (40) hours.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services beyond the services performed provided prior to the Architect's receipt of the Owner's notice:

.1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;

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.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
.5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
.2 Two per Month (2/mo) visits to the site by the Architect during construction
.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall confirm and/or establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs, including design changes necessitated by unforeseen conditions or concealed conditions, or a reasonable number of conflicts, errors or inconsistencies in the Contract Documents within the standard of care set forth herein. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. 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.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe 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

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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.

§ 5.6 The Owner 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.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 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.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 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.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager 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 Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.17 The Owner shall contract separately for the consulting services in this Article 5. Unless otherwise indicated herein, the services to be provided by Owner's consultants shall be performed by licensed professionals who shall affix their seals on the appropriate documents prepared by them. The Owner shall require its consultants to coordinate their drawings and other instruments of service with those of the Architect and to advise the Architect of any potential conflicts. The Architect shall have no responsibility for the components of the Project designed by Owner's consultants or for the adequacy of their drawings or other documentation. Review by the Architect of the work product of Owner's consultants is solely for consistency with the Architect's design concept of the Project. The Architect shall be entitled to rely on the technical sufficiency and timely delivery of documents and services furnished by those consultants in connection with

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such work product and shall not be required to review or verify calculations, designs or other documentation for compliance with applicable codes, laws, ordinances, rules and regulations nor shall Architect be responsible to discover errors or omissions in such documents or services. To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Architect and its consultants from and against all claims, damages, losses and expenses, including attorney's fees, arising out of services performed by Owner's consultants even if Owner contends the Architect or its consultants should have discovered errors or omissions in the services of Owner's consultant.

§ 5.18 If the Owner deviates from or authorizes deviations, recorded or unrecorded, from the Contract Documents without the written agreement of the Architect, the Owner shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect and its consultants from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from such deviations.

§ 5.19 The Owner shall include in all contracts for construction Articles 3.5 and 3.18 of the AIA A-201 General Conditions of the Contract for Construction, 2017 Edition.

§ 5.20 The Owner shall include in all contracts for construction the requirement that the contractor(s) name the Owner and Architect as additional insureds on all liability insurance policies required of the Contractor(s) for the Project. Such insurance shall be required to be primary and non-contributory over any insurance carried by the Owner or Architect.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. At the commencement of construction, the design contingency shall be reduced to three (3%) percent of the construction budget to cover ambiguities, inconsistencies, incompleteness, errors or omissions in the drawings, specifications or other documentation furnished by the Architect. The Architect shall not be liable for errors or omissions unless such errors or omissions both exceed the contingency and constitute a breach of the standard of care set forth herein. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review, but in no event shall the Architect be liable if the bids of Cost of the Work exceed the estimate or the Owner's budget.

§ 6.3.1 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 Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;

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.2 terminate in accordance with Section 9.5;
.3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, as an Additional Service, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 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 shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, and maintaining, and for informational purposes only in connection with any alteration or addition to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4 or if the Architect is terminated without cause as provided in Article 9.5, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service or obtaining the written consent of the Architect the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to defend, indemnify and hold harmless the Architect and its consultants from all claims, liabilities, damages, losses, costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1..

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

§ 7.6 The following provisions apply to any Instruments of Service provided in electronic format:

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§ 7.6.1 The official Instruments of Service are the signed and sealed Drawings and Specification issued in paper format for use in connection with the Project.

§ 7.6.2 The Architect may, in its sole discretion, provide for use to Owner and/or Construction Manager from time to time upon request by Owner and/or Construction Manager for their convenience, the Architect's Building Information Model ("BIM") and/or CAD or other electronic files. The design documents, calculations, drawings, details, backgrounds and other information prepared by the Architect in electronic format, whether incorporated in the BIM Model or in CAD format (hereinafter collectively referred to as "Electronic Instruments of Service") are instruments of the professional architectural service intended for use only in connection with the construction of this Project . The Electronic Instruments of Service are and shall remain the property of the Architect.

§ 7.6.3 The Electronic Instruments of Service are provided for the sole purpose of communicating the state of the design to date, and the Owner and Construction Manager acknowledge that such Electronic Instruments of Service may not be final or complete. The Owner and Construction Manager acknowledges that use by Owner and/or Construction Manager or their Contractors of the Electronic Instruments of Service is at their own sole risk and responsibility. Under no circumstances shall such Electronic Instruments of Service be used on other projects, for additions to the Project or completion of this Project by another design professional without the written consent of the Architect. Any such use or reuse by the Owner and/or Construction Manager or others without the written consent of the Architect for the specific purpose intended shall be at each of their sole risk and without liability to the Architect. The Owner shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect and its consultants from all claims, liabilities, damages, losses and expenses, including attorneys fees, arising out of or resulting from the Owner and/or Construction Manager's use or reuse of Electronic Instruments of Service or any use in violation of any terms of this Article. Any such consent or adaptation for use shall entitle the Architect to further compensation at rates to be mutually agreed upon by the Owner and Architect.

§ 7.6.4 Because of the possibility that data stored on electronic media or delivered in machine readable format may be subject to alteration, deterioration, incompatibility, translation and readability issues, whether inadvertently or otherwise, the Owner agrees that the Architect shall not have responsibility or liability in connection with the completeness, accuracy or correctness of the Electronic Instruments of Service, information and data and use by the Owner and/or its Construction Manager is at their sole risk and responsibility. The Architect reserves the right to retain hard copy originals of all Project documentation delivered to the Owner and/or its Construction Manager in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the hard copy originals and the electronic information. No software shall be transferred to the Owner and/or its Construction Manager. The Owner's and/or its Construction Manager's right to use Electronic Instruments of Service or to use the paper Instruments of Services prepared by the Architect is conditional upon the Owner in full compliance with its obligations under this Agreement.

§ 7.6.5 The Owner and/or its Construction Manager acknowledge and understand that the use and automated conversion of information and data in the Electronic Instruments of Service provided by the Architect to a derivative work, model, or alternate system, format or version by the Owner and/or its Construction Manager may not be accomplished without the introduction of inexactitudes, anomalies, or errors. In the event the Electronic Instruments of Service provided are so used or converted, the Owner agrees to assume all risks associated therewith and releases the Architect from such responsibility, and to the fullest extent permitted by law, the Owner shall defend, indemnify, and hold harmless the Architect and its consultants from and against all claims, liabilities, losses, damages and expenses, including, but not limited to, attorney's fees, arising in connection therewith.

§ 7.6.6 The electronic data files are intended to work only as described in the Agreement. These files are compatible only on AutoCAD 2012 or Revit Architecture 2012 or later releases. The Owner shall verify drawing release number and file format with the Architect at the time the files are transmitted. The Architect makes no warranty as to the compatibility of the Electronic Instruments of Service.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this 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 Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

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§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein. The Owner shall name or require that its contractor(s) name the Architect as an additional insured under any Builders Risk or property insurance policy maintained on the Project.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages including, without limitations, lost profits, lost revenues, delay damages, loss of market, financing charges, interest and overhead, for claims, disputes, or other matters in question arising out of or relating to this Agreement or the services provided. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or litigation. Prior to the initiation of mediation, on written notice of either party to the other of an intent to mediate a dispute under this Agreement, each party shall designate a representative and shall met within five (5) days after service of the notice of intent to mediate. The parties shall attempt to resolve the dispute through negotiation within ten (10) days of the meeting. Should the parties be unable to agree on a resolution with such ten (10) day period, the parties shall proceed to mediation as set forth herein.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association or such other forum as the Owner and Architect may mutually agree in accordance with the administrative rules of the mediation service in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint but, in such event, mediation shall proceed in advance litigation, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services., The Owner shall promptly pay the Architect all sums due prior to suspension and any expenses incurred in the interruption. Upon resumption of the Architect's services, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7

(Paragraphs deleted)

Not Used

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement, not defined herein, shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees

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to assume the Owner's rights and obligations under this Agreement, including prompt payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives non-public information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement 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 Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Paragraphs deleted)

.2 Percentage Basis
(Insert percentage value)

Eleven and four-tenths (11.4) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

(Paragraphs deleted)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

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(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

On the basis of the hourly billing rates indicated in Section 11.7 for the professional and technical employees engaged on the Project or on the basis of a negotiated lump sum.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

On the basis of the hourly billing rates indicated in Section 11.7 for the professional and technical employees engaged on the Project or on the basis of a negotiated lump sum.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus one and one tenth percent (1.1 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Programming/Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	forty	percent (	40	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted periodically in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	**Rate ($0.00)**
FGM Architects Inc.	
Principal	$250.00
Architect IV	$220.00

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Architect III	$170.00
Architect II	$145.00
Architect I	$105.00
Interior Designer IV	$215.00
Interior Designer III	$170.00
Interior Designer II	$145.00
Interior Designer I	$100.00
Project Administrator	$100.00

Note: Hourly rates for Architect's consultants shall be provided separately.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;

.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;

.3 Permitting and other fees required by authorities having jurisdiction over the Project;

.4 Printing, reproductions, plots, and standard form documents;

.5 Postage, handling, and delivery;

.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

.9 All taxes levied on professional services and on reimbursable expenses;

.10 Site office expenses; and

.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one and one tenth percent (1.1 %) of the expenses incurred.

§ 11.9

(Paragraphs deleted)

Not Used

§ 11.10 Payments to the Architect

(Paragraphs deleted)

§ 11.10.1 Not

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) 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 Architect.

(Insert rate of monthly or annual interest agreed upon.)

In accordance with the Local Government Prompt Payment Act if applicable, or if not applicable, one percent per month %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

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§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

(Paragraph deleted)

§ 12.1 The Owner and Architect have reviewed the risks, rewards and benefits of the Project to each and the Architect's total compensation for services. The Owner agrees that, to the fullest extent permitted by law, the Architect's total liability to the Owner for any and all claims, damages, losses, and expenses of any kind and nature, whether in tort, contract or otherwise, arising out of this Agreement or the services provided by the Architect shall not exceed the available insurance proceeds covering such liability.

§ 12.2 Any claims arising out of this Agreement shall be brought against the contracting parties and not against any individual director, officer or employee of a party.

§ 12.3 Any written notices provided for in this Agreement and copies of all correspondence shall be transmitted to the Owner and the Architect at the following addresses:

Architect:	Owner:
_____ FGM Architects, Inc. 1211 W. 22nd Street, Suite 700 Oak Brook, Illinois 60523	City of Jersey Village 16327 Lakeview Drive Jersey Village, Texas 77040

(Table deleted)(Paragraphs deleted)

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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PAGE 1

AGREEMENT made as of the Twenty-first day of March in the year Two Thousand Twenty-Two

...

City of Jersey Village
16327 Lakeview Drive
Jersey Village, Texas 77040

...

FGM Architects Inc.
3711 South Mopac Expressway
Building Two, Suite 150
Austin, Texas 78746

...

Jersey Meadow Golf Course Clubhouse
8502 Rio Grande Street
Jersey Village, Texas 77040

...

TBD

PAGE 2

Architect shall assist the Owner in the development of a program as part of the Project.

...

The project consists of a new Golf Course Clubhouse with Pro Shop and renovation of the existing clubhouse into an event space.

...

Cost of the Work, as defined in Section 6.1, plus furniture, fixtures, and equipment (FF&E) shall be $5,000,000.

...

Programming/Schematic Design Phase shall be completed by June 30, 2022. Subsequent design milestone dates to be determined.

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TBD

...

TBD

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TBD

§ 1.1.5 The Owner intends to retain a Construction ~~Manager pursuant to the following agreement:~~Manager. Agreement is anticipated to be one of the following:

...

TBD

...

Not Applicable

~~**§ 1.1.7.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

...

Robert Basford
Parks and Recreation Director
City of Jersey Village
713-466-2139
rbasford@jerseyvillagetx.com

...

TBD

PAGE 4

TBD

...

TBD

...

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~~.4 Civil Engineer:~~

TBD

...

~~.5 Other consultants and contractors:~~
~~(List any other consultants and contractors retained by the Owner.)~~

...

Kennedy Colombo
Project Manager
512-953-1303
kennedycolombo@fgmarchitects.com

...

Dally + Associates, Inc.
9800 Richmond Ave.
Suite 460
Houston, Texas 77042

...

.2 ~~Mechanical~~ Mechanical/Electrical Engineer:

Collaborative Engineering Group
8904 Fairbanks N. Houston
Suite 201
Houston, Texas 77064

...

.3 ~~Electrical~~ Civil Engineer:

West Belt Surveying, Inc.
21020 Park Row Drive
Katy, Texas 77449

.4 Landscape Architect:

Hitchcock Design Group
1601 Rio Grande
Suite 450
Austin, Texas 78701

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Not Applicable

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Not Applicable

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§ 1.3 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.~~

§ 1.3.1 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.

PAGE 6

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000.00) for each occurrence and Two Million Dollars ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.6.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars ($ 500,000.00) each accident, Five Hundred Thousand Dollars ($ 500,000.00) each employee, and Five Hundred Thousand Dollars ($ 500,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars ($ 2,000,000.00) per claim and Three Million Dollars ($ 3,000,000.00) in the aggregate.

...

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project ~~meetings,~~ meetings reasonably requested by Owner, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The 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 Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner only if the Architect becomes aware of any error, omission, or inconsistency in such services ~~or information.~~or information, however, the Architect assumes no duty to discover such errors, omissions, or inconsistencies

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and a reasonable time for approval of submissions by authorities having jurisdiction over the Project. Once approved by the

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Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. The Owner shall render decisions in a timely matter so as to not adversely affect the schedule or cause the schedule to be exceeded.

PAGE 7

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities ~~providing utility services to~~ having jurisdiction over the design of the Project. The Architect shall use professional care to respond to written publicly available applicable design requirements imposed by those authorities and entities. The Architect shall not be responsible for additional costs incurred because of a reasonable difference of opinion or interpretation of applicable code requirements with that of such governmental authorities.

...

§ 3.1.9 If the Architect's services involve making changes to an existing facility, the Owner shall furnish documentation, drawings and information on the existing facility upon which the Architect may rely for accuracy and completeness. Unless specifically authorized or confirmed in writing by the Owner, the Architect shall not be required to perform or to cause to be performed any destructive testing or investigation of concealed or unknown conditions. In the event the documentation, drawings or information furnished by the Owner is inaccurate or incomplete, all resulting costs and expenses, including the cost of Additional Services of the Architect, shall be borne by the Owner. To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Architect and its consultants from and against all claims, damages, losses, costs and expenses, including attorney's fees, arising out of or resulting from the drawings, documentation and information furnished by the Owner.

§ 3.1.10 If the Project involves remodeling and/or rehabilitation of an existing structure, certain assumptions regarding existing conditions are required to be made. Since some of these assumptions may not be verifiable within Owner's budget or without destroying otherwise adequate or serviceable portions of the Project, the Owner agrees that, except for specific tasks identified for the Architect to perform under the Agreement, the Owner shall reimburse the Architect as an Additional Service for changes, modifications, additions or alterations to the Construction Documents which may arise or result from unforeseen or concealed conditions. The Owner shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect and its consultants from and against all claims, damages, losses, costs, damages and expenses arising from unforeseen or concealed conditions.

PAGE 8

~~§ 3.3 Schematic Design Phase Services~~
§ 3.3 Programming/Schematic Design Phase Services

§ 3.3.1 The Architect shall ~~review the program, and~~ assist the Owner in the development of a program for the Project, shall review other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall submit the program for the Owner's review and approval and shall prepare a preliminary evaluation of the Owner's ~~program,~~ schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ~~ascertain the~~ gain a general understanding ofthe requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

...

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, including the program for the Project, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

...

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§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design ~~Documents.~~Documents

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. Upon receipt of Owner's approval of the Schematic Design Documents, the Architect shall commence the Design Development Phase. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.
PAGE 9

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels. The Architect shall provide one (1) exterior design concept to the Owner for approval as part of the Basic Services. Any additional design concepts shall be charged as an Additional Service in accordance with Architect 4.3.

...

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents. Upon receipt of Owner's approval of the Design Development Documents, the Architect shall commence the Construction Documents Phase.

...

§ 3.5.2 The Architect shall ~~incorporate the~~ use professional care to incorporate written publicly available design requirements of governmental authorities having jurisdiction over the design of the Project into the Construction Documents.

...

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents. Upon receipt of Owner's approval of the Construction Documents, the Architect shall commence the Bidding/Negotiation Phase.

§ 3.5.6 The Owner and Architect acknowledge that, given the nature of the design and construction process, certain inconsistencies, conflicts, errors and/or omissions may exist in the Construction Documents prepared by the Architect. It is further acknowledged and agreed that as long as the number and type of such inconsistencies, conflicts, errors and/or omissions are reasonable and consistent with reasonable skill and care, such inconsistencies, conflicts, errors and/or omission shall not constitute a material breach of this Agreement or a deviation from the applicable standard of care set forth herein. Notwithstanding the foregoing, the Architect and its consultants shall modify or correct any errors or omissions in the Construction Documents at no additional cost to Owner.

§ 3.5.7 If, as a result of Architect's failure to comply with the standard of care set forth in this Agreement, an error in the Construction Documents results in additional construction costs to the Owner, the Architect shall be responsible for compensating the Owner for the additional construction costs for which the Architect is legally responsible in accordance with applicable law.

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§ 3.5.8 If, as a result of the Architect's failure to comply with the standard of care set forth in this Agreement, an omission in the Construction Documents results in additional construction costs to the Owner, the Architect shall be responsible for compensating the Owner for only the additional costs related to adding the omitted item or element over and above that which the Owner would have paid had the omitted item or element been included in the original Construction Documents.

§ 3.5.9 All costs associated with the Architect's negligent errors or omissions which constitute "betterment" or "value added" to the Owner shall be borne by the Owner to the extent of such betterment or value added.

§ 3.5.9.1 Bidding or Negotiation Phase Services

§ 3.5.9.1.1 General

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in obtaining either competitive bids or negotiated proposals.

§ 3.5.9.2 Competitive Bidding

§ 3.5.9.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.9.3 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- **.1** facilitating the reproduction of Bidding Documents for electronic distribution to prospective bidders,
- **.2** participating in a pre-bid conference for prospective bidders, and
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.9.4 The Architect shall consider written requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

PAGE 10

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for ~~Construction.~~ Construction to the extent required by this Agreement. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend ~~this Agreement.~~ this Agreement in writing to include such modifications. The terms and conditions of this Agreement shall govern and control the Architect's services on the Project. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

PAGE 11

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for jobsite safety, including, but not limited to safety precautions and programs in connection with the Work or compliance with any safety laws, standards, roles, regulations or guidelines governing the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.1.4 The Architect shall not be responsible for any aspect of design, procurement, erection, construction, monitoring, observation or use of any scaffolds, hoists, cranes, ladders, bracing or supports of any type on the Project, whether temporary or permanent, nor shall the Architect have responsible for construction barricades, barriers, safety cones, tape, warnings, signage, canopies or other similar devices of any kind, whether for vehicular or pedestrian traffic or otherwise on or around the Project site. No provision of this Agreement shall be interpreted to confer upon the Architect any duty owed under common law, statute or regulation to construction workers or any other persons regarding safety or the prevention of accidents at the Project.

...

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§ 3.6.2.1 The Architect shall visit the site ~~at intervals appropriate to the stage of construction, or~~ as ~~otherwise~~ required in Section 4.2.3, 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 shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to ~~reject~~ recommend to the Owner and Construction Manager the rejection of Work that does not conform to the Contract ~~Documents. Whenever~~ Documents and reject such Work as directed by the Owner. The Architect shall notify the Construction Manager about the rejection. Subject to the Owner's written approval whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, 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 Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions ~~of the Work.~~of the Work and the Architect shall not be responsible for defects or deficiencies of the Contractor, Subcontractors, or suppliers resulting from their failure to complete Work in accordance with the Contract Documents.

...

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents. In no event shall the Architect be liable for decisions made in such capacity if made in good faith.

PAGE 12

§ 3.6.4.2 ~~The~~ After the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and ~~Samples,~~ Samples that are required by the Contract Documents, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of specific details, equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or 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. Regardless of the review, notations or mark-ups of the Architect on any submittal, shop drawing or product data, neither the Architect nor its consultants shall be responsible for any aspect of the submittal, shop drawing or product data which does not comply with the requirements of the Contract Documents, responsibility for which rests solely with the Contractor.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect or its consultants shall specify the appropriate performance and design criteria that such services must satisfy. ~~The Architect shall~~ Subject to the terms of Article 3.6.4.2, the Architect obtain review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the ~~Architect. The Architect's~~ Architect for informational purposes only. The Architect and its consultants review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect and its consultants shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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§ 3.6.5.2 The Architect shall maintain records relative to changes in the ~~Work.~~Work under this Article 3.6.5.

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...

.4 issue a final Certificate for Payment based upon a final inspection observed by the Architect indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check overall conformance of the Work observed with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the punch list submitted by the Construction Manager of Work to be completed or corrected.

...

§ 3.6.6.5 Upon written request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

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§ 4.1.1.1 Assistance with Selection of Construction Manager	Architect
~~**§ 4.1.1.2** Programming~~	
~~**§ 4.1.1.3** Multiple Preliminary Designs~~	
§ 4.1.1.4 Measured drawings	Not provided
~~**§ 4.1.1.5** Existing facilities surveys~~	
~~**§ 4.1.1.6** Site evaluation and planning~~	
~~**§ 4.1.1.7** Building Information Model management responsibilities~~	
§ 4.1.1.8 Development of Building Information Models for post construction use	Not provided
~~**§ 4.1.1.9** Civil engineering~~	
~~**§ 4.1.1.10** Landscape design~~	
~~**§ 4.1.1.11** Architectural interior design~~	
~~**§ 4.1.1.12** Value analysis~~	
§ 4.1.1.13 Cost estimating	Not provided
~~**§ 4.1.1.14** On-site project representation~~	
~~**§ 4.1.1.15** Conformed documents for construction~~	
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	Architect
§ 4.1.1.18 Post-occupancy evaluation	Architect
~~**§ 4.1.1.19** Facility support services~~	
~~**§ 4.1.1.20** Tenant-related services~~	
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Architect
~~**§ 4.1.1.22** Telecommunications/data design~~	
~~**§ 4.1.1.23** Security evaluation and planning~~	
§ 4.1.1.24 Commissioning	Not provided
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.26 Historic preservation	Not provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.28 Other services provided by specialty Consultants	Architect
§ 4.1.1.29 Other Supplemental Services	Architect

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§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility ~~is provided below.~~
~~*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*~~

shall be prepared if Supplemental Service is required.

~~**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.~~
~~*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*~~

~~**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

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.8 Preparation for, and attendance at, ~~a public presentation, meeting or hearing;~~public presentations, meetings or hearings other than Owner's City Council meetings;

...

.15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control ~~Estimate.~~Estimate.**.16** Documentation, data collection, preparation for and attendance at meetings and similar services necessitated by the inclusion of a provision for liquidated damages in the Contract Documents;
.17 Services related to regional storm water studies; or
.18 Services related to building permitting in excess of forty (40) hours.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services beyond the services performed provided prior to the Architect's receipt of the Owner's notice:

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.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
.2 Two per Month (2/mo) visits to the site by the Architect during construction
.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 Two (2) inspections for any portion of the Work to determine final completion

...

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

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§ 5.3 The Owner shall confirm and/or establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these ~~costs.~~ costs, including design changes necessitated by unforeseen conditions or concealed conditions, or a reasonable number of conflicts, errors or inconsistencies in the Contract Documents within the standard of care set forth herein. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. 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.

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§ 5.17 The Owner shall contract separately for the consulting services in this Article 5. Unless otherwise indicated herein, the services to be provided by Owner's consultants shall be performed by licensed professionals who shall affix their seals on the appropriate documents prepared by them. The Owner shall require its consultants to coordinate their drawings and other instruments of service with those of the Architect and to advise the Architect of any potential conflicts. The Architect shall have no responsibility for the components of the Project designed by Owner's consultants or for the adequacy of their drawings or other documentation. Review by the Architect of the work product of Owner's consultants is solely for consistency with the Architect's design concept of the Project. The Architect shall be entitled to rely on the technical sufficiency and timely delivery of documents and services furnished by those consultants in connection with such work product and shall not be required to review or verify calculations, designs or other documentation for compliance with applicable codes, laws, ordinances, rules and regulations nor shall Architect be responsible to discover errors or omissions in such documents or services. To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Architect and its consultants from and against all claims, damages, losses and expenses, including attorney's fees, arising out of services performed by Owner's consultants even if Owner contends the Architect or its consultants should have discovered errors or omissions in the services of Owner's consultant.

§ 5.18 If the Owner deviates from or authorizes deviations, recorded or unrecorded, from the Contract Documents without the written agreement of the Architect, the Owner shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect and its consultants from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from such deviations.

§ 5.19 The Owner shall include in all contracts for construction Articles 3.5 and 3.18 of the AIA A-201 General Conditions of the Contract for Construction, 2017 Edition.

§ 5.20 The Owner shall include in all contracts for construction the requirement that the contractor(s) name the Owner and Architect as additional insureds on all liability insurance policies required of the Contractor(s) for the Project. Such insurance shall be required to be primary and non-contributory over any insurance carried by the Owner or Architect.

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§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. At the commencement of construction, the design contingency shall be reduced to three (3%) percent of the construction budget to cover ambiguities, inconsistencies, incompleteness, errors or omissions in the drawings, specifications or other documentation furnished by the Architect. The Architect shall not be liable for errors or omissions unless such errors or omissions both exceed the contingency and constitute a breach of the standard of care set forth herein. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such ~~review.~~review, but in no event shall the Architect be liable if the bids of Cost of the Work exceed the estimate or the Owner's budget.

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§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, ~~without additional compensation,~~ as an Additional Service, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

...

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, ~~maintaining, altering and adding~~ and maintaining, and for informational purposes only in connection with any alteration or addition to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section ~~9.4,~~ 9.4 or if the Architect is terminated without cause as provided in Article 9.5, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of ~~Service,~~ Service or obtaining the written consent of the Architect the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to defend, indemnify and hold harmless the Architect and its consultants from all claims, liabilities, damages, losses, costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section ~~7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~7.3.1..

...

§ 7.6 The following provisions apply to any Instruments of Service provided in electronic format:

§ 7.6.1 The official Instruments of Service are the signed and sealed Drawings and Specification issued in paper format for use in connection with the Project.

§ 7.6.2 The Architect may, in its sole discretion, provide for use to Owner and/or Construction Manager from time to time upon request by Owner and/or Construction Manager for their convenience, the Architect's Building Information Model ("BIM") and/or CAD or other electronic files. The design documents, calculations, drawings, details, backgrounds and other information prepared by the Architect in electronic format, whether incorporated in the BIM Model or in CAD format (hereinafter collectively referred to as "Electronic Instruments of Service") are instruments of the professional architectural service intended for use only in connection with the construction of this Project . The Electronic Instruments of Service are and shall remain the property of the Architect.

§ 7.6.3 The Electronic Instruments of Service are provided for the sole purpose of communicating the state of the design to date, and the Owner and Construction Manager acknowledge that such Electronic Instruments of Service may not be final or complete. The Owner and Construction Manager acknowledges that use by Owner and/or Construction Manager or their Contractors of the Electronic Instruments of Service is at their own sole risk and responsibility. Under no circumstances shall such Electronic Instruments of Service be used on other projects, for additions to the Project or completion of this Project by another design professional without the written consent of the Architect. Any such use or reuse by the Owner and/or Construction Manager or others without the written consent of the Architect for the specific purpose intended shall be at each of their sole risk and without liability to the Architect. The Owner shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect and its consultants from all claims, liabilities, damages, losses and expenses, including attorneys fees, arising out of or resulting from the Owner and/or Construction Manager's use or reuse of Electronic Instruments of Service or any use in violation of any terms of this Article. Any such consent or adaptation for use shall entitle the Architect to further compensation at rates to be mutually agreed upon by the Owner and Architect.

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§ 7.6.4 Because of the possibility that data stored on electronic media or delivered in machine readable format may be subject to alteration, deterioration, incompatibility, translation and readability issues, whether inadvertently or otherwise, the Owner agrees that the Architect shall not have responsibility or liability in connection with the completeness, accuracy or correctness of the Electronic Instruments of Service, information and data and use by the Owner and/or its Construction Manager is at their sole risk and responsibility. The Architect reserves the right to retain hard copy originals of all Project documentation delivered to the Owner and/or its Construction Manager in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the hard copy originals and the electronic information. No software shall be transferred to the Owner and/or its Construction Manager. The Owner's and/or its Construction Manager's right to use Electronic Instruments of Service or to use the paper Instruments of Services prepared by the Architect is conditional upon the Owner in full compliance with its obligations under this Agreement.

§ 7.6.5 The Owner and/or its Construction Manager acknowledge and understand that the use and automated conversion of information and data in the Electronic Instruments of Service provided by the Architect to a derivative work, model, or alternate system, format or version by the Owner and/or its Construction Manager may not be accomplished without the introduction of inexactitudes, anomalies, or errors. In the event the Electronic Instruments of Service provided are so used or converted, the Owner agrees to assume all risks associated therewith and releases the Architect from such responsibility, and to the fullest extent permitted by law, the Owner shall defend, indemnify, and hold harmless the Architect and its consultants from and against all claims, liabilities, losses, damages and expenses, including, but not limited to, attorney's fees, arising in connection therewith.

§ 7.6.6 The electronic data files are intended to work only as described in the Agreement. These files are compatible only on AutoCAD 2012 or Revit Architecture 2012 or later releases. The Owner shall verify drawing release number and file format with the Architect at the time the files are transmitted. The Architect makes no warranty as to the compatibility of the Electronic Instruments of Service.

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§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein. The Owner shall name or require that its contractor(s) name the Architect as an additional insured under any Builders Risk or property insurance policy maintained on the Project.

...

§ 8.1.4 The Architect and Owner waive consequential damages including, without limitations, lost profits, lost revenues, delay damages, loss of market, financing charges, interest and overhead, for claims, disputes, or other matters in question arising out of or relating to this ~~Agreement.~~ Agreement or the services provided. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

...

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to ~~binding dispute resolution.~~ litigation. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or ~~by binding dispute resolution.~~ litigation. Prior to the initiation of mediation, on written notice of either party to the other of an intent to mediate a dispute under this Agreement, each party shall designate a representative and shall met within five (5) days after service of the notice of intent to mediate. The parties shall attempt to resolve the dispute through negotiation within ten (10) days of the meeting. Should the parties be unable to agree on a resolution with such ten (10) day period, the parties shall proceed to mediation as set forth herein.

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§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association ~~in accordance with its Construction Industry Mediation Procedures~~ or such other forum as the Owner and Architect may mutually agree in accordance with the administrative rules of the mediation service in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint ~~or other appropriate demand for binding dispute resolution~~ but, in such event, mediation shall proceed in advance ~~of binding dispute resolution proceedings,~~ litigation, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

...

[X] Litigation in a court of competent jurisdiction

PAGE 22

~~**§ 8.3 Arbitration**~~

~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.4 Consolidation or Joinder**~~

~~**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.~~

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§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of ~~services. Before resuming services, the Owner shall~~ services., The Owner shall promptly pay the Architect all sums due prior to suspension and any expenses incurred in the ~~interruption and~~ interruption. Upon resumption of the Architect's ~~services. The~~ services, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

...

§ 9.7 ~~In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:~~
~~*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*~~

~~**.1** Termination Fee:~~

~~**.2** Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

Not Used

...

§ 10.1 This Agreement shall be governed by the law of the place where the Project is ~~located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~located.

§ 10.2 Terms in this ~~Agreement~~ Agreement, not defined herein, shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including ~~any~~ prompt payments due to the Architect by the Owner prior to the assignment.
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§ 10.8 If the Architect or Owner receives non-public information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

...

~~**.1** Stipulated Sum~~
~~*(Insert amount)*~~

...

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~~(~~—Eleven and four-tenths (11.4) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

~~.3 Other~~
~~(Describe the method of compensation)~~

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On the basis of the hourly billing rates indicated in Section 11.7 for the professional and technical employees engaged on the Project or on the basis of a negotiated lump sum.

...

On the basis of the hourly billing rates indicated in Section 11.7 for the professional and technical employees engaged on the Project or on the basis of a negotiated lump sum.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus one and one tenth percent (1.1 %), or as follows:

...

~~Schematic~~ Programming/Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	forty	percent (	40	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)

...

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. ~~Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.~~

...

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted periodically in accordance with the Architect's and Architect's consultants' normal review practices.

...

FGM Architects Inc.	
Principal	$250.00
Architect IV	$220.00
Architect III	$170.00
Architect II	$145.00
Architect I	$105.00
Interior Designer IV	$215.00
Interior Designer III	$170.00
Interior Designer II	$145.00
Interior Designer I	$100.00
Project Administrator	$100.00

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Note: Hourly rates for Architect's consultants shall be provided separately.

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.10 Site office expenses; and

.11 ~~Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and~~

~~**.12**~~ Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one and one tenth percent (1.1 %) of the expenses incurred.

§ 11.9 ~~**Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:~~

~~*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)*~~

Not Used

...

~~**§ 11.10.1 Initial Payments**~~

~~**§ 11.10.1.1** An initial payment of ($) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.~~

~~**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.1 Not

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) 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 Architect.

...

In accordance with the Local Government Prompt Payment Act if applicable, or if not applicable, one percent per month %

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~~**ARTICLE 13 SCOPE OF THE AGREEMENT**~~

~~**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.~~

§ 12.1 The Owner and Architect have reviewed the risks, rewards and benefits of the Project to each and the Architect's total compensation for services. The Owner agrees that, to the fullest extent permitted by law, the Architect's total liability to the Owner for any and all claims, damages, losses, and expenses of any kind and nature, whether in tort, contract or otherwise, arising out of this Agreement or the services provided by the Architect shall not exceed the available insurance proceeds covering such liability.

§ 12.2 Any claims arising out of this Agreement shall be brought against the contracting parties and not against any individual director, officer or employee of a party.

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§ 12.3 Any written notices provided for in this Agreement and copies of all correspondence shall be transmitted to the Owner and the Architect at the following addresses:

Architect:	Owner:
FGM Architects, Inc.	City of Jersey Village
1211 W. 22nd Street, Suite 700	16327 Lakeview Drive
Oak Brook, Illinois 60523	Jersey Village, Texas 77040

~~**§ 13.2** This Agreement is comprised of the following documents identified below:~~

~~**.1** AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition~~

~~**.2** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:~~

~~*(Insert the date of the E203-2013 incorporated into this agreement.)*~~

~~**.3** Exhibits:~~

~~*(Check the appropriate box for any exhibits incorporated into this Agreement.)*~~

~~[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.~~

~~*(Insert the date of the E234-2019 incorporated into this agreement.)*~~

~~[ ] Other Exhibits incorporated into this Agreement:~~

~~*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*~~

~~**.4** Other documents:~~

~~*(List other documents, if any, forming part of the Agreement.)*~~

~~This Agreement entered into as of the day and year first written above.~~

~~**OWNER** *(Signature)*~~	~~**ARCHITECT** *(Signature)*~~
~~*(Printed name and title)*~~	~~*(Printed name, title, and license number, if required)*~~

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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User Notes:

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:44:11 ET on 03/16/2022 under Order No. 2114239456 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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User Notes: (3B9ADA19794)

Exhibit A

FGM ARCHITECTS

Jersey Meadows Golf Clubhouse Addition and Renovation

11-Mar-22

Square Footage Programming, Site Planning, and Schematic Design

Project Number: 22-3416.01

MEETING/PROJECT SCHEDULE

Meeting **Location:** Jersey Meadows Golf Clubhouse - unless noted otherwise

Wk:	Phase:	Date:	Meeting Focus:	Participants:
1	Sq. Ft. Programming, Site Master Plan Analysis	7-Apr Thursday Noon-2:00 pm In-person mtg	**Kick-Off Meeting: Programming and Site Analysis** Establish Goals and Objectives for the New Public Safety Center Confirm Overall Project Schedule and Meeting Schedule Review Initial DRAFT of SF Program and Facility Needs Analysis Review Initial Site Plan Analysis Review Project Budget: Construction Costs, Soft Costs, Direct Purchase Costs	**Jersey Meadows Golf Club, Jersey City Officials** Austin Beess, Robert Basford, Matt Jones, Jennifer Johnson **Design Team:** FGMA - Bob Galloway, Dan Nicholas, Kennedy Columbo Civil Engineer - Lauren Madison
4	Final Sq. Ft. Prog. Site Master Plan Options	28-Apr Thursday Noon-2:00 pm Zoom Meeting	**Final SF Program and Site Master Plan Options** Finalize SF Program and Room Capacity Analysis Review Initial Site Master Plan Options Review Initial Floor Plan Diagrams Review Site Information Needs: survey, geotech, utilities Review Updated Project Budget and Project Schedule	**Jersey Meadows Golf Club, Jersey City Officials** Austin Beess, Robert Basford, Matt Jones, Jennifer Johnson **Design Team:** FGMA - Bob Galloway, Dan Nicholas, Kennedy Columbo Civil Engineer - Lauren Madison
7	Schematic Design	19-May Thursday Noon-2:00 pm In-person mtg	**Schematic Design Progress Meeting** Finalize Site Master Plan Review Updated SD Floor Plan Layouts Review Structural and Mechanical System Selection Options Review Updated Project Budget and Project Schedule Discuss CM@R Contractor for SD Construction Cost Estimate	**Jersey Meadows Golf Club, Jersey City Officials** Austin Beess, Robert Basford, Matt Jones, Jennifer Johnson **Design Team:** FGMA - Bob Galloway, Dan Nicholas, Kennedy Columbo Food Service Consultant
9	Schematic Design	2-Jun Thursday Noon-2:00 pm Zoom Meeting	**Schematic Design Progress Meeting** Review Final Schematic Design Drawings Review current (FGMA) Project Budget Review Outline Specification Discuss Consultant SD Team narratives Obtain Schematic Design Approval	**Jersey Meadows Golf Club, Jersey City Officials** Austin Beess, Robert Basford, Matt Jones, Jennifer Johnson **Design Team:** FGMA - Bob Galloway, Dan Nicholas, Kennedy Columbo Civil Engineer - Lauren Madison
11	Optional Tour of Similar Facilities		**Date and Location TBD**	**Planning Committee and Design Team**
12	Schematic Design	23-Jun Thursday Noon-2:00 pm In-person mtg	**Schematic Design Progress Meeting** Review Final Schematic Design Drawings Review current (FGMA) Project Budget Review Outline Specification Discuss Consultant SD Team narratives Obtain Schematic Design Approval	**Jersey Meadows Golf Club, Jersey City Officials** Austin Beess, Robert Basford, Matt Jones, Jennifer Johnson **Design Team:** FGMA - Bob Galloway, Dan Nicholas, Kennedy Columbo Mechanical/Electrical Engineer

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

FGMARCHITECTS

3/14/2022

Conceptual Project Budget

Jersey Meadows Golf Clubhouse Addition & Renovation

		SF	$/SF	
Construction Costs				
Site Costs		12,500	$50	$625,000
Renovation Costs		6,000	$170	$1,020,000
New Construction Costs				
Shell Costs		6,500	$195	$1,267,500
Finish Out Costs		6,500	$205	$1,332,500
Grease Trap and Exhaust Hood				$185,000
		Sub-total		$4,430,000
Contingency			5%	$221,500
		Total		**$4,651,500**
Direct Purchase Costs				
Commercial Kitchen Equipment			$120,000	
Event Center Furnishings			$30,000	
Lockers	40	$1,400	$56,000	
Security: Door access/contacts, CCTV			$30,000	
A/V/Lighting Event Center			$15,000	
Restaurant and Bar Furnishings			$40,000	
Pro Shop Display and Point of Sale Counter			$17,000	
Office Furnishings and Equipment			$25,000	
Total				**$333,000**
Soft Costs				
Civil/Landscape Fees		3%	$139,545	
Design Team - Program and SD		1.4%	$65,121	
Design Team Fees		7.0%	$325,605	
Geotech			$0	
Material Testing			$16,000	
HazMat Testing			$7,000	
Permits			$0	
Total				**$553,271**
Grand Total				**$5,537,771**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST

AGENDA DATE: March 21, 2022 **AGENDA ITEM:** G1

AGENDA SUBJECT: Consider Resolution No. 2022-15, reviewing and accepting the 2021 Annual Comprehensive Financial Report (CAFR) and the 2021 Single Audit Reports.

Department/Prepared By: Isabel Kato, Finance Director

Date Submitted: March 15, 2022

EXHIBITS: Resolution No. 2022-15
Exhibit A – 2021 ACFR
Exhibit B – 2021 Single Audit Reports
Required Auditor Disclosure Letter
Management Letter

BUDGETARY IMPACT:

Required Expenditure:	$
Amount Budgeted:	$
Appropriation Required:	$

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

The City of Jersey Village is required to publish each year a complete set of financial statements presented in conformity with Generally Accepted Accounting Principles (GAAP), and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. A representative from Belt Harris Pechacek LLLP will make a presentation based on the audit findings and the financial position of the City.

Staff respectfully requests that Council review and accept the 2021 ACFR and the 2021 Single Audit Reports.

RECOMMENDED ACTION:

MOTION: To approve Resolution No. 2022-15, reviewing and accepting the 2021 Annual Comprehensive Financial Report (ACFR) and the 2021 Single Audit Reports.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

RESOLUTION NO. 2022-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, REVIEWING AND ACCEPTING THE 2021 ANNUAL COMPREHENSIVE FINANCIAL REPORT (CAFR) AND THE 2021 SINGLE AUDIT REPORTS.

* * * * *

WHEREAS, the City of Jersey Village is required to publish each year a complete set of financial statements presented in conformity with Generally Accepted Accounting Principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants; **NOW, THEREFORE**,

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

The 2021 Annual Comprehensive Financial Report, attached hereto as Exhibit "A," and the 2021 Single Audit Reports, attached hereto as Exhibit "B," are reviewed and accepted.

PASSED AND APPROVED this the 21st day of March 2022.

_____
Bobby Warren, Mayor

ATTEST:

_____
Lorri Coody, City Secretary

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

EXHIBT A

2021 City of Jersey Village
Annual Comprehensive Financial Audit

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Jersey Village
Annual Comprehensive Financial Report
For the Fiscal Year Ending September 30, 2021

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

ANNUAL COMPREHENSIVE
FINANCIAL REPORT

of the

City of Jersey Village, Texas

For the Year Ended
September 30, 2021

Officials Issuing Report:

Austin Bleess
City Manager

Isabel Kato
Finance Director

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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City of Jersey Village, Texas

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CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

INTRODUCTORY SECTION

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CITY OF JERSEY VILLAGE, TEXAS

16327 Lakeview Drive, Jersey Village, TX 77040
713-466-2100 (office) 713-466-2177 (fax)

March 15, 2022

Honorable Mayor and City Council
City of Jersey Village
16501 Jersey Drive
Jersey Village, Texas 77040

Dear Mayor and Members of City Council:

The City of Jersey Village, Texas (the "City") is required to publish each year a complete set of financial statements presented in conformity with Generally Accepted Accounting Principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. Pursuant to that requirement, we hereby issue the Annual Comprehensive Financial Report (ACFR) of the City of Jersey Village for the fiscal year ending September 30, 2021.

This report consists of management's representations concerning the finances of the City and deems the enclosed data to be accurate in all material respects and reported in a manner designed to present fairly the financial position and results of operations of all City activities and funds. Therefore, management assumes full responsibility for the completeness and reliability of all information presented in this report. The City also acknowledges all disclosures necessary to enable the reader to gain an understanding of the City's financial activities that have been included.

The City's financial statements have been audited by Belt Harris Pechacek, LLLP, a firm of licensed certified public accountants. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City for the fiscal year ending September 30, 2021 are free from material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial presentation. The independent auditors concluded, based on the audit, that there was a reasonable basis for rendering an unmodified opinion that the financial statements for the year ending September 30, 2021 are fairly presented in conformity with GAAP. The independent auditors' report is presented as the first component of the financial section of this report.

As required by GAAP, management has provided a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). The letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the report of the independent auditors.

The ACFR is published to provide the Council, City staff, our citizens, bondholders, and other interested parties with detailed information concerning the financial condition and activities of the

City government. Responsibility for both the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with the City. To provide a reasonable basis for making these representations, management of the City has established a comprehensive internal control framework that is designed to both protect the City assets from loss, theft, or misuse and compile sufficient reliable information for the preparation of the City's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the City's comprehensive framework of internal controls has been designed to provide reasonable, rather than absolute, assurance that the financial statements will be free from material misstatement.

Strategic Direction

The City's vision, mission, and strategy clearly define for the City staff and the community what issues are most important to Jersey Village.

Vision. The City of Jersey Village is to carry on the challenge of providing an excellent level of City services by looking toward the future with a focus on sustaining a superior quality of life.

Mission. The City of Jersey Village is committed to working with citizens to preserve a sense of community and enhance the quality of life by providing friendly, personalized services for the safety and well-being of our City, its natural resources, and environment in a fiscally responsible manner.

To accomplish our mission, we will commit to the following principles:

- **Fiscal Responsibility** – Continue fiscally sound local government practices through active budget controls and a focus on strategic planning within the community.
- **Public Safety** – Provide a safe and secure environment resulting from a partnership between Jersey Village residents and the Police and Fire Departments.
- **Flood Prevention and Mitigation** – The City will continue efforts to reduce flooding in the City. Four main projects were recommended for the City's long-term flood recovery projects. Those projects are a berm around the golf course, drainage and street improvements in the Wall Street Neighborhood, home elevation and/or buyout grants, and widening and deepening the bayou – E100.
- **Emergency Preparedness** – Our Emergency Management plan is complete and all essential City staff members are in compliance with National Incident Management System standards.
- **Economic Development –** The City will focus economic development efforts on increasing the commercial tax base through the attraction of companies and the expansion of existing businesses.
- **Quality Public Infrastructure and Recreational Facilities –** Provide continual cost effective maintenance and upgrades of streets, municipal utilities, and other municipal owned facilities to meet the service and capacity requirements of the community.

Profile of the Government

The City, which was formed in 1956, is located 15 miles northwest of downtown Houston. As of September 30, 2021, the City had a land area of 3.58 square miles and an estimated population of approximately 7,921. The City is empowered to levy a property tax on both real and personal property located within its boundaries. The City also has the power by state statutes to extend its

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

corporate limits by annexation, which is done periodically when deemed appropriate by the City Council.

The City of Jersey Village has adopted a Council-Manager form of government. The Council is comprised of a Mayor and five Council members. The Mayor and Council members are all elected at large for a two-year term. Elections are staggered with the Mayor and two Council members elected together in odd years and the three remaining members in the following even year. The City Manager is appointed by the Council and is responsible for implementation of Council policy and all day-to-day operations of the City.

The City provides a full range of municipal services including public safety (police and fire protection), residential solid waste sanitation services, water and wastewater services, public improvements, repair and maintenance of infrastructure, recreational and community activities, and general administrative services. The City also owns and operates a public golf course. As an independent political subdivision of the State of Texas governed by an elected Mayor and Council, the City is considered a primary government.

In accordance with standards established by the Governmental Accounting Standards Board, the City reports all funds and account groups for which the City, as the primary government, is accountable. The Jersey Village Crime Control and Prevention District (the "District') is considered to meet the criteria of a component unit and, therefore, has been included in the report as a discretely presented component unit. The District was created by the City under Chapter 363 of the Texas Local Government Code for the purpose of providing additional crime control and prevention to the City. The District held a required election on May 2013 on the continuance of the District, which resulted in an overwhelming support to maintain the District for an additional ten years.

Local Economy

The unemployment rate for metro Houston continues to improve but remains above that of Texas and the U.S. According to the Texas Workforce Commission, estimates there are 240,000 Houstonians who are unemployed and actively looking for work, a dramatic improvement from the 470,000 out of work in 2020.

The following is a comparison of unemployment over the past three years for the City compared to Texas and United States:

	2021	2020	2019
United States	5.7%	7.8%	3.7%
Texas	6.0%	8.3%	3.6%
Jersey Village	6.8%	9.6%	3.9%

Long-term Financial Planning

Capital improvement projects are funded with general governmental revenues and proceeds of general obligation and certificates of obligation debt issues. The City annually adopts a Five-Year Capital Improvement Plan and regularly prepares short-term improvement plans for water, wastewater, drainage, municipal facilities, and parks. These plans are prepared by staff and

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

presented to the City Council for review and acceptance. The plans require funding sources to be identified for each project.

For the last several years, the policy of the City has been able to maintain its infrastructure base for streets, water and wastewater systems, and municipal facilities through an aggressive maintenance and improvement program. A portion of general fund revenues is allocated to the Capital Improvement Plan each year. Debt is issued, when necessary, to finance long-term capital improvements.

Major Initiatives

The City continues to work towards developing the area along Jones Road, south of US 290. In February 2022, the City signed a Letter of Intent with a Developer to develop the land. This 43 acre mixed-use development has been planned for by the city for over 12 years. It will help the city achieve several goals in the Comprehensive Plan while bringing a destination place to the city.

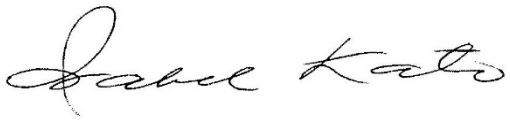
Certificate of Achievement

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Jersey Village for its ACFR for the year ended September 30, 2020. In order to be awarded a Certificate of Achievement, a governmental unit must publish an easily readable and efficiently organized ACFR, whose contents conform to program standards. Such reports must satisfy both GAAP and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. This is the 22nd consecutive year that the City has received this prestigious award. We believe our current ACFR continues to conform to the Certificate of Achievement program requirements, and we are submitting it to the GFOA for compliance review.

Acknowledgements

The preparation of the ACFR was made possible by the dedicated service of the entire administration. We appreciate the efforts of everyone involved. In closing, without the leadership and support of the Jersey Village Council, preparation of this report would not have been possible.

Respectfully submitted,



Isabel Kato
Director of Finance

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

PRINCIPAL OFFICIALS

September 30, 2021

Name	Elected Position October 1, 2021 - May 31, 2021	Term Expiration
Andrew Mitcham	Mayor	05/2021
James Singleton	Mayor Pro Tem (Place 4)	05/2022
Greg Holden	Council Member (Place 2)	05/2021
Bobby Warren	Council Member (Place 3)	05/2021
Drew Wasson	Council Member (Place 1)	05/2022
Gary Wubbenhorst	Council Member (Place 5)	05/2022

City Council	Elected Position June 1, 2021 - September 30, 2021	Term Expiration
Bobby Warren	Mayor	05/2023
James Singleton	Mayor Pro Tem (Place 4)	05/2022
Drew Wasson	Council Member (Place 1)	05/2022
Sheri Sheppard	Council Member (Place 2)	05/2023
Michelle Mitcham	Council Member (Place 3)	05/2023
Gary Wubbenhorst	Council Member (Place 5)	05/2022

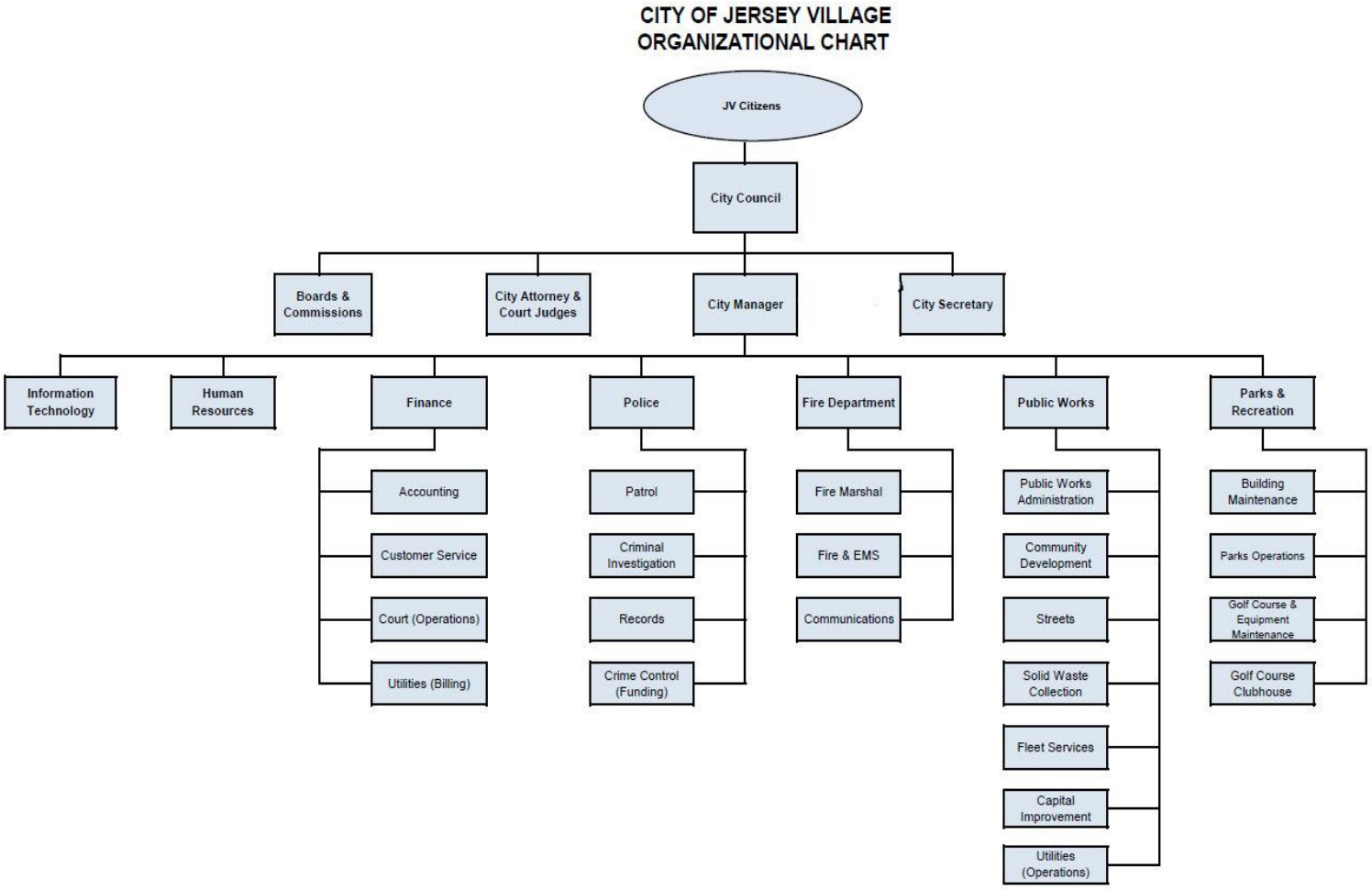
Name	City Position
Austin Bleess	City Manager
Lorri Coody	City Secretary
Justin Pruitt	City Attorney
Robert Basford	Parks and Recreation Director
Harry Ward	Public Works Director
Mark Bitz	Fire Chief
Isabel Kato	Finance Director
Kirk Riggs	Police Chief

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

ORGANIZATIONAL CHART

September 30, 2021



CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

CERTIFICATE OF ACHIEVEMENT FOR
EXCELLENCE IN FINANCIAL REPORTING

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Jersey Village
Texas

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2020

Christopher P. Morrill

Executive Director/CEO

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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FINANCIAL SECTION

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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AUDITING TEXAS GOVERNMENTS WITH EXCELLENCE

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and
City Council Members of the
City of Jersey Village, Texas:

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Jersey Village, Texas (the "City") as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Houston · Austin · Bellville · Woodville
3210 Bingle Rd., Ste. 300, Houston, TX 77055 // P: 713.263.1123 // info@txauditors.com // www.texasauditors.com

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City as of September 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, budgetary comparison information, schedules of changes in net pension liability and total other post-employment benefits and related ratios, and schedule of contributions, identified as Required Supplementary Information on the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the Required Supplementary Information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, combining statements and schedules, and statistical section are presented for purposes of additional analysis and are not required parts of the basic financial statements.

The combining statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining statements and schedules are fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 15, 2022 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

BELT HARRIS PECHACEK, LLLP

Belt Harris Pechacek, LLLP
Certified Public Accountants
Houston, Texas
March 15, 2022

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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MANAGEMENT'S DISCUSSION AND ANALYSIS

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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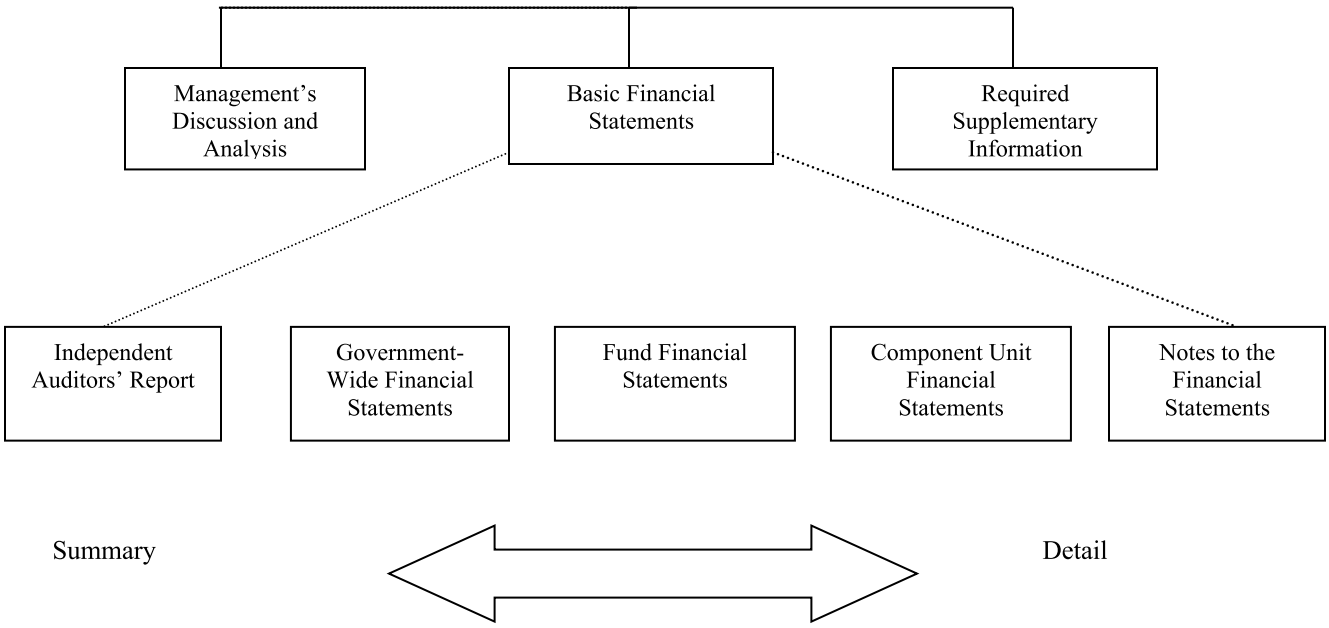
The purpose of the Management's Discussion and Analysis (MD&A) is to give the readers an objective and easily readable analysis of the financial activities of the City of Jersey Village, Texas (the "City") for the year ending September 30, 2021. The analysis is based on currently known facts, decisions, or economic conditions. It presents short and long-term analysis of the City's activities, compares current year results with those of the prior year, and discusses the positive and negative aspects of that comparison. Please read the MD&A in conjunction with the transmittal letter at the front of this report and the City's financial statements, which follow this section.

THE STRUCTURE OF OUR ANNUAL REPORT

Components of the Financial Section



The City's basic financial statements include (1) government-wide financial statements, (2) individual fund financial statements, and (3) notes to the financial statements. This report also includes supplementary information intended to furnish additional detail to support the basic financial statements themselves.

Government-Wide Statements

The government-wide statements report information for the City as a whole. These statements include transactions and balances relating to all assets, including infrastructure capital assets. These statements are designed to provide information about cost of services, operating results, and financial position of the City as an economic entity. The Statement of Net Position and the Statement of Activities, which appear first in the City's financial statements, report information on the City's activities that enable the reader to understand the financial condition of the City. These statements are prepared using the *accrual basis of accounting*, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account even if cash has not yet changed hands.

The Statement of Net Position presents information on all of the City's assets, liabilities, and deferred outflows/inflows of resources, with the difference reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating. Other nonfinancial factors, such as the City's property tax base and the condition of the City's infrastructure, need to be considered in order to assess the overall health of the City.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

The Statement of Activities presents information showing how the City's net position changed during the most recent year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows – the accrual method rather than modified accrual that is used in the fund level statements.

The Statement of Net Position and the Statement of Activities divide the City's financials into two classes of activities:

1. *Governmental Activities* – Most of the City's basic services are reported here including police and fire protection, municipal court, streets, drainage, leisure services, community development, and general administrative services. Interest payments on the City's debt are also reported here. Sales tax, property tax, franchise fees, municipal court fines, and permit fees finance most of these activities.

2. *Business-Type Activities* – Services involving a fee for those services are reported here. These services include the City's water and sewer services, as well as its golf course.

The government-wide financial statements include not only the City itself (known as the primary government), but also the legally separate crime control and prevention district for which the City is financially accountable. Financial information on the component unit is reported separately from the financial information presented for the primary government itself.

The government-wide financial statements can be found after the MD&A.

FUND FINANCIAL STATEMENTS

Funds may be considered as operating companies of the parent corporation, which is the City. They are usually segregated for specific activities or objectives. The City uses fund accounting to ensure and demonstrate compliance with finance related legal reporting requirements. The two categories of City funds are governmental and proprietary.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources,* as well as on *balances of spendable resources* available at the end of the year. Such information may be useful in evaluating the City's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains seven individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund and capital projects fund, which are considered to be major funds. Although the

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City's debt service fund and traffic safety fund did not technically meet the criteria to be presented as major funds, the City has elected to present them as major funds.

The City adopts an annual appropriated budget for its general fund, debt service fund, and select special revenue funds. Budgetary comparison schedules have been provided for these funds to demonstrate compliance with these budgets.

Proprietary Funds

The City maintains two types of proprietary funds: enterprise funds and internal service funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for its water and wastewater utility services and the Jersey Meadow Municipal Golf Course. The proprietary fund financial statements provide separate information for the water and sewer fund and the golf course fund. The basic proprietary fund financial statements can be found in the basic financial statements of this report.

The City also uses an internal service fund to account for its equipment replacement program. This internal service fund has been included within governmental activities in the government-wide financial statements.

Notes to Financial Statements

The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes are the last section of the basic financial statements.

Other Information

In addition to basic financial statements, MD&A, and accompanying notes, this report also presents certain Required Supplementary Information (RSI). The RSI includes a budgetary comparison schedule for the general fund, a schedule of changes in net pension and total other postemployment benefits liability and related ratios, and schedule of contributions for the Texas Municipal Retirement System. RSI can be found after the notes to the basic financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of the City's financial position. For the City, assets and deferred outflows of resources exceeded liabilities and deferred inflows by $105,490,793 as of September 30, 2021. The largest portion of the City's net position, 74 percent, reflects its investments in capital assets (e.g., land, buildings, equipment, improvements, construction in progress, and infrastructure), less any debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the assets themselves cannot be used to liquidate these liabilities.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Statement of Net Position

The following table reflects the condensed Statement of Net Position:

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2021	**2020**	**2021**	**2020**	**2021**	**2020**
Current and other assets	$ 27,530,766	$ 25,104,147	$ 8,296,008	$ 7,924,079	$ 35,826,774	$ 33,028,226
Capital assets, net	69,574,286	63,854,700	17,672,083	18,305,169	87,246,369	82,159,869
Total Assets	97,105,052	88,958,847	25,968,091	26,229,248	123,073,143	115,188,095
Deferred charge on refunding	292,130	358,181	-	-	292,130	358,181
Deferred outflows - pensions	684,462	636,213	104,753	98,160	789,215	734,373
Deferred outflows - OPEB	88,147	54,324	13,128	8,507	101,275	62,831
Total Deferred Outflows of Resources	1,064,739	1,048,718	117,881	106,667	1,182,620	1,155,385
Long-term liabilities	12,013,419	13,630,737	608,388	595,343	12,621,807	14,226,080
Other liabilities	4,624,192	2,071,740	710,304	770,200	5,334,496	2,841,940
Total Liabilities	16,637,611	15,702,477	1,318,692	1,365,543	17,956,303	17,068,020
Deferred inflows - pensions	699,205	936,301	97,868	130,266	797,073	1,066,567
Deferred inflows - OPEB	9,668	13,953	1,926	2,511	11,594	16,464
Total Deferred Inflows of Resources	708,873	950,254	99,794	132,777	808,667	1,083,031
Net Position:						
Net investment in capital assets	60,860,770	54,298,603	17,672,083	18,305,169	78,532,853	72,603,772
Restricted	1,223,723	1,215,263	-	-	1,223,723	1,215,263
Unrestricted	18,738,814	17,840,968	6,995,403	6,532,426	25,734,217	24,373,394
Total Net Position	$ 80,823,307	$ 73,354,834	$ 24,667,486	$ 24,837,595	$ 105,490,793	$ 98,192,429

A portion of the City's net position, $1,223,723 or 1 percent, represents resources that are subject to external restriction on how they may be used. The remaining balance of unrestricted net position, $25,734,217, may be used to meet the City's ongoing obligation to citizens and creditors.

The City's total net position increased by $7,298,364 during the current fiscal year, an increase of 7 percent in comparison to the prior year. This increase is largely the result of the City keeping expenses lower than revenue to enable the City to have additional funding to assign money for capital projects.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Statement of Activities

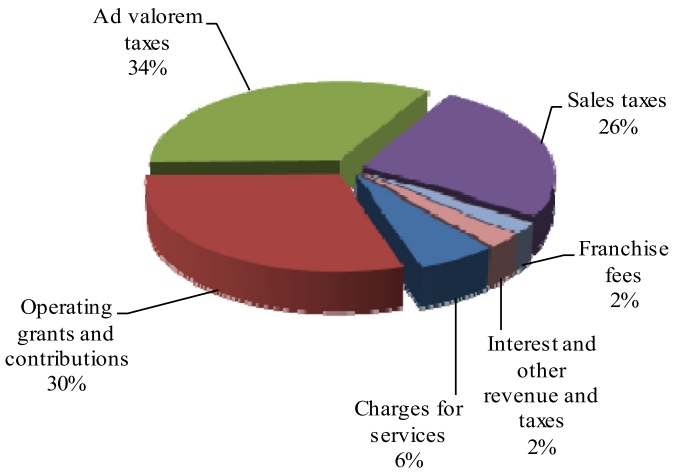
The following table provides a summary of the City's changes in net position:

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2021	**2020**	**2021**	**2020**	**2021**	**2020**
Revenues						
Program revenues:						
Charges for services	$ 1,455,005	$ 1,028,530	$ 6,585,253	$ 6,568,925	$ 8,040,258	$ 7,597,455
Operating grants and contributions	6,986,834	4,408,579	-	-	6,986,834	4,408,579
General revenues:						
Ad valorem taxes	7,927,764	7,914,769	-	-	7,927,764	7,914,769
Sales taxes	6,056,811	6,262,714	-	-	6,056,811	6,262,714
Franchise fees	520,250	549,938	-	-	520,250	549,938
Other taxes	54,338	61,963	-	-	54,338	61,963
Investment earnings	12,214	223,431	2,436	47,387	14,650	270,818
Other revenues	577,082	359,259	-	-	577,082	359,259
Total Revenues	23,590,298	20,809,183	6,587,689	6,616,312	30,177,987	27,425,495
Expenses						
General government	4,198,327	4,639,473	-	-	4,198,327	4,639,473
Public safety	6,291,020	5,420,766	-	-	6,291,020	5,420,766
Public works	4,969,271	6,920,041	-	-	4,969,271	6,920,041
Parks and recreation	911,063	891,452	-	-	911,063	891,452
Interest and fiscal agent fees on long-term debt	252,869	315,625	-	-	252,869	315,625
Water and sewer systems	-	-	4,208,227	3,905,511	4,208,227	3,905,511
Golf course	-	-	2,048,846	2,114,531	2,048,846	2,114,531
Total Expenses	16,622,550	18,187,357	6,257,073	6,020,042	22,879,623	24,207,399
Increase in Net Position Before Transfers	6,967,748	2,621,826	330,616	596,270	7,298,364	3,218,096
Transfers	500,725	789,787	(500,725)	(789,787)	-	-
Change in Net Position	7,468,473	3,411,613	(170,109)	(193,517)	7,298,364	3,218,096
Beginning net position	73,354,834	69,943,221	24,837,595	25,031,112	98,192,429	94,974,333
Ending Net Position	$ 80,823,307	$ 73,354,834	$ 24,667,486	$ 24,837,595	$ 105,490,793	$ 98,192,429

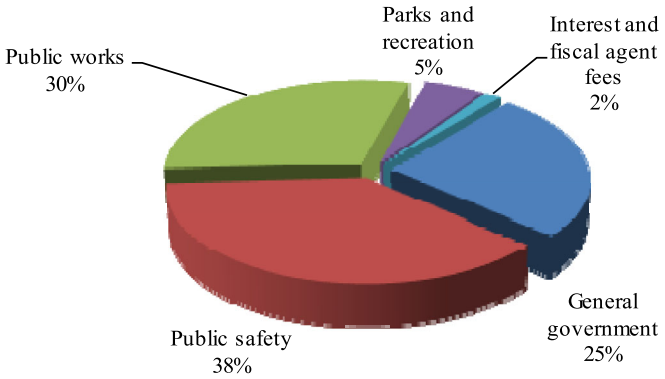
CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Graphic presentations of selected data from the summary tables follow to assist in the analysis of the City's activities.

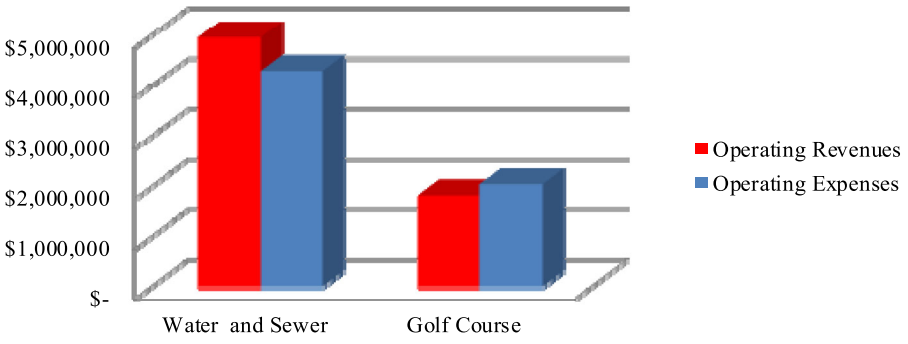
Governmental Revenues



Governmental Expenses



Business-Type Activities



CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

For the year ended September 30, 2021, revenues from governmental activities totaled $23,590,298. Overall, governmental revenues increased from the prior year by 13 percent. Property taxes continued to be the City's largest revenue source with a slight increase of $12,995. Operating grants and contributions increased 58 percent largely due to the City receiving a Community Development Block Grant (CDBG) federal grant for City infrastructure. Sales tax revenues which were 26 percent of the governmental activities revenues remained strong due to growth in economic development in prior years.

For the year ended September 30, 2021, expenses for governmental activities totaled $16,622,550, which is a 9 percent decrease from the prior year due primarily to an overall decrease in public works expenses and general government expenses. The public works expenses decreased primarily due to a decrease in expenses for flood mitigation. General government expenses decreased primarily due to less grant and incentive expenses for economic development.

Operating revenues for business-type activities remained consistent to prior year. Charges for services had a slight increase of $16,328 from golf course fees and water service revenues. Operating expenses for business-type activities increased by $237,031 primarily due to an increase in maintenance costs.

FINANCIAL ANALYSIS OF THE CITY'S FUNDS

As noted earlier, fund accounting is used to demonstrate and ensure compliance with finance-related legal requirements.

Governmental Funds – The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of the City's net resources available for spending at the end of the year.

The City's governmental funds reflect a combined fund balance of $16,360,085. Of the total governmental fund fund balance, $5,944 is nonspendable for prepaid items, $1,223,723 is restricted for various purposes, $4,150,960 is assigned by the City Council for capital projects, and $10,979,458 is unassigned.

The general fund is the chief operating fund of the City. At the end of the current year, the unassigned fund balance of the general fund was $10,979,458, while total fund balance reached $11,129,819. As a measure of the general fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 76 percent of total general fund expenditures, while total fund balance represents 77 percent of that same amount. The general fund demonstrated an overall increase of $3,400,086 primarily due to revenues exceeding expenditures.

The debt service fund has a total fund balance of $344,428, all of which is restricted for the payment of debt service.

There was a decrease of $5,684,740 in the capital projects fund balance due to expenditures for capital projects which was funded by bond proceeds and transfers in from the general fund in prior years. The remaining fund balance of $4,150,960 is assigned for future capital projects.

The traffic safety fund experienced no change in fund balance due to the red-light camera program no longer being in existence.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

GENERAL FUND BUDGETARY HIGHLIGHTS

There had been a planned increase in budgeted fund balance in the amount of $435,102 in the general fund after budget amendments. Actual general fund balance increased by $3,400,086, due to a positive variance of $2,964,984 primarily due to positive budget variances for revenues and less expenditures and transfers out than expected.

Actual general fund revenues were more than original and amended revenues by $662,605 during fiscal year 2021. The revenue budget variance was related to more sales tax and intergovernmental revenues then expected.

Actual expenditures were less than budgeted amounts by $1,054,181 for the fiscal year. This positive budget variance is primarily due to less general government and public works expenditures.

CAPITAL ASSETS

At the end of fiscal year 2021, the City's governmental and business-type activities had invested $87,246,369 in a variety of capital assets and infrastructure (net of accumulated depreciation). This represents a net increase of $7,380,693.

Major capital asset events during the current year include the following:

- Construction in progress for City infrastructure of $6,146,134
- Vehicles and equipment for departmental use of $857,323

More detailed information about the City's capital assets is presented in note III. C. to the financial statements.

LONG-TERM DEBT

At the end of the current year, the City had total governmental activities long-term debt outstanding of $8,540,000 in general obligation bonds. During the year, the City had an overall decrease in long-term debt of $1,335,225. More detailed information about the City's long-term liabilities is presented in note III. D. to the financial statements.

Current underlying ratings on debt issues are as follows.

	Moody's Investors Service	Standard and Poor's
General obligation bonds	A2	AA+

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

General fund sales tax revenues for fiscal year 2021-2022 decreased when compared to fiscal year 2020-2021. This change is attributed to the elimination of the 1/2-cent property tax relief tax when voters approved the creation of a Fire Control Prevention, and Emergency Medical Services District in May of 2021. The newly created District is supported by a 1/2-cent sales tax that will help fund the City's Fire Department with additional personnel and fire equipment.

The City continues to work toward developing the area along Jones Road, south of U.S. 290. To further this development effort, in February 2022, the City signed a Letter of Intent (LOI) with KHJR Real Estate Advisory Services LLC (KHJR). KHJR's mission is to enable their clients to develop places that make people's lives better by creating high quality real estate developments that are safe, economically successful and offer healthy lifestyles in which communities can come together to: Live, Work and be Well. KHJR is an experienced developer that that solves complex real estate challenges through an innovative planning and turn-key project development process coupled with creative Public and Private financial structures.

Aside from the LOI with KHJR, the City will conduct a feasibility study to get a better understanding of development possibilities for this area. The study will focus on:

- Analysis of local market conditions
- Comparable facilities analysis
- Market demand analysis
- Building program analysis
- Financial analysis
- Economic and fiscal impact
- Funding Analysis

This 43-acre mixed-used development has been planned for by the city for over 12 years. It will help the city achieve several goals in the Comprehensive Plan while bringing a destination place to the city.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of the City's finances. Questions concerning this report or requests for additional financial information should be directed to Isabel Kato, Finance Director, 16501 Jersey Drive, Jersey Village, TX, 77040; telephone 713-466-2104; or for general City information, visit the City's website at www.jerseyvillagetx.com.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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BASIC FINANCIAL STATEMENTS

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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City of Jersey Village, Texas

STATEMENT OF NET POSITION

September 30, 2021

	Primary Government			Component Unit
	Governmental Activities	Business-Type Activities	Total	Jersey Village Crime Control and Prevention District
Assets				
Cash and equity in pooled cash and investments	$ 24,814,253	$ 5,740,208	$ 30,554,461	$ 4,196,075
Receivables, net of allowances	4,698,599	413,167	5,111,766	370,415
Internal balances	(1,988,030)	1,988,030	-	-
Due from primary government	-	-	-	25,400
Inventory	-	120,047	120,047	-
Prepaid items	5,944	34,556	40,500	-
Capital assets:				
Nondepreciable capital assets	20,549,992	1,631,305	22,181,297	-
Depreciable capital assets, net	49,024,294	16,040,778	65,065,072	-
Total Assets	97,105,052	25,968,091	123,073,143	4,591,890
Deferred Outflows of Resources				
Deferred charge on refunding	292,130	-	292,130	-
Deferred outflows - pensions	684,462	104,753	789,215	-
Deferred outflows - OPEB	88,147	13,128	101,275	-
Total Deferred Outflows of Resources	1,064,739	117,881	1,182,620	-
Liabilities				
Accounts payable and accrued liabilities	4,113,176	561,697	4,674,873	-
Customer deposits	-	141,784	141,784	-
Due to component unit	25,400	-	25,400	-
Accrued bond interest	10,616	-	10,616	-
Unearned revenue	475,000	6,823	481,823	-
Noncurrent liabilities:				
Due within one year	1,576,073	88,903	1,664,976	-
Due in more than one year	10,437,346	519,485	10,956,831	-
Total Liabilities	16,637,611	1,318,692	17,956,303	-
Deferred Inflows of Resources				
Deferred inflows - pensions	699,205	97,868	797,073	-
Deferred inflows - OPEB	9,668	1,926	11,594	-
Total Deferred Inflows of Resources	708,873	99,794	808,667	-
Net Position				
Net investment in capital assets	60,860,770	17,672,083	78,532,853	-
Restricted for:				
Public communications	111,973	-	111,973	-
Debt service	344,428	-	344,428	-
Park improvements	13,816	-	13,816	-
Tourism	105,789	-	105,789	-
Public safety	618,545	-	618,545	-
Court technology	29,172	-	29,172	-
Crime control	-	-	-	4,591,890
Unrestricted	18,738,814	6,995,403	25,734,217	-
Total Net Position	$ 80,823,307	$ 24,667,486	$ 105,490,793	$ 4,591,890

See Notes to Financial Statements.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

STATEMENT OF ACTIVITIES

For the Year Ended September 30, 2021

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions
Primary Government			
Governmental Activities			
General government	$ 4,198,327	$ -	$ -
Public safety	6,291,020	1,041,670	2,369,727
Public works	4,969,271	-	4,617,107
Parks and recreation	911,063	413,335	-
Interest on long-term debt	252,869	-	-
Total Governmental Activities	16,622,550	1,455,005	6,986,834
Business-Type Activities			
Water and sewer	4,208,227	4,754,704	-
Golf course	2,048,846	1,830,549	-
Total Business-Type Activities	6,257,073	6,585,253	-
Total Primary Government	$ 22,879,623	$ 8,040,258	$ 6,986,834
Component Unit			
Jersey Village Crime Control and Prevention District	$ 1,849,342	$ -	$ -
	General Revenues:		
	Ad valorem taxes		
	Sales taxes		
	Franchise fees		
	Other taxes		
	Investment earnings		
	Other revenues		
	Transfers		
	Total General Revenues and Transfers		
	Change in Net Position		
	Beginning net position		
	Ending Net Position		

See Notes to Financial Statements.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Net Revenue (Expense) and Changes in Net Position			
Primary Government			Component Unit
Governmental Activities	Business-Type Activities	Total	Jersey Village Crime Control and Prevention District
$ (4,198,327)	$ -	$ (4,198,327)	$ -
(2,879,623)	-	(2,879,623)	-
(352,164)	-	(352,164)	-
(497,728)	-	(497,728)	-
(252,869)	-	(252,869)	-
(8,180,711)	-	(8,180,711)	-
-	546,477	546,477	-
-	(218,297)	(218,297)	-
-	328,180	328,180	-
(8,180,711)	328,180	(7,852,531)	-
-	-	-	(1,849,342)
7,927,764	-	7,927,764	-
6,056,811	-	6,056,811	2,019,938
520,250	-	520,250	-
54,338	-	54,338	-
12,214	2,436	14,650	2,218
577,082	-	577,082	-
500,725	(500,725)	-	-
15,649,184	(498,289)	15,150,895	2,022,156
7,468,473	(170,109)	7,298,364	172,814
73,354,834	24,837,595	98,192,429	4,419,076
$ 80,823,307	$ 24,667,486	$ 105,490,793	$ 4,591,890

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

BALANCE SHEET

GOVERNMENTAL FUNDS

September 30, 2021

	General	Debt Service	Capital Projects	Traffic Safety
Assets				
Cash and equity in pooled cash and investments	$ 14,277,479	$ 327,240	$ 3,008,164	$ 586,376
Receivables, net	1,855,581	66,508	2,765,192	-
Prepaid items	3,475	-	-	-
Due from other funds	475,000	6,156	3,017,658	-
Total Assets	$ 16,611,535	$ 399,904	$ 8,791,014	$ 586,376
Liabilities:				
Accounts payable and accrued liabilities	$ 1,430,792	$ -	$ 2,034,939	$ 1,748
Retainage payable	-	-	586,830	-
Due to other funds	3,056,315	-	-	-
Due to component unit	25,400	-	-	-
Unearned revenue	475,000	-	-	-
Total Liabilities	4,987,507	-	2,621,769	1,748
Deferred Inflows of Resources				
Unavailable revenue - ambulance	176,549	-	-	-
Unavailable revenue - grants	-	-	2,018,285	-
Unavailable revenue - property taxes	317,660	55,476	-	-
Total Deferred Inflows of Resources	494,209	55,476	2,018,285	-
Fund Balances:				
Nonspendable	3,475	-	-	-
Restricted:				
Public communications	111,973	-	-	-
Debt service	-	344,428	-	-
Park improvements	13,816	-	-	-
Tourism	-	-	-	-
Public safety	21,097	-	-	584,628
Court technology and security	-	-	-	-
Assigned:				
Capital projects	-	-	4,150,960	-
Unassigned	10,979,458	-	-	-
Total Fund Balances	11,129,819	344,428	4,150,960	584,628
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 16,611,535	$ 399,904	$ 8,791,014	$ 586,376

See Notes to Financial Statements.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Nonmajor Governmental	Total Governmental Funds
$ 453,941	$ 18,653,200
11,318	4,698,599
2,469	5,944
30,739	3,529,553
$ 498,467	$ 26,887,296
$ 2,607	$ 3,470,086
-	586,830
345,610	3,401,925
-	25,400
-	475,000
348,217	7,959,241
-	176,549
-	2,018,285
-	373,136
-	2,567,970
2,469	5,944
-	111,973
-	344,428
-	13,816
105,789	105,789
12,820	618,545
29,172	29,172
-	4,150,960
-	10,979,458
150,250	16,360,085
$ 498,467	$ 26,887,296

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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City of Jersey Village, Texas

RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE STATEMENT OF NET POSITION

September 30, 2021

Total fund balances for governmental funds	**$**	16,360,085
Amounts reported for governmental activities in the Statement of Net Position are different, because:		
Capital assets used in governmental activities are not current financial resources and, therefore, are not reported in the governmental funds.		
Capital assets, nondepreciable		20,549,992
Capital assets, net depreciable		45,239,380
Other long-term assets are not available to pay for current period expenditures and, therefore, are deferred in the funds.		2,567,970
Internal service funds are used by management to charge the costs of certain capital assets to individual funds. The assets and liabilities of the internal service fund are included in the governmental activities in the Statement of Net Position.		
Current assets and liabilities, net of due to enterprise funds		3,989,135
Capital assets, net depreciable		3,784,914
Long-term liabilities and deferred outflows and deferred inflows related to the net pension and total other postemployment benefits (OPEB) liability are not recognized in the governmental funds.		
Deferred outflows - pensions		684,462
Deferred inflows - pensions		(699,205)
Net pension liability		(2,257,343)
Deferred outflows - OPEB		88,147
Deferred inflows - OPEB		(9,668)
Total OPEB liability		(382,571)
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds.		
Compensated absences		(367,859)
Accrued interest		(10,616)
Bonds, notes, and other liabilities related to debt		(9,005,646)
Deferred charge on refunding		292,130
Net Position of Governmental Activities	$	80,823,307

See Notes to Financial Statements.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended September 30, 2021

	General	Debt Service	Capital Projects	Traffic Safety
Revenues				
Ad valorem taxes	$ 6,486,769	$ 1,446,752	$ -	$ -
Sales taxes	6,056,811	-	-	-
Franchise fees	520,250	-	-	-
Other taxes	-	-	-	-
Permits, licenses, and fees	157,390	-	-	-
Fines and forfeitures	854,103	-	-	-
Charges for services	418,126	-	-	-
Intergovernmental	2,369,727	-	2,767,374	-
Investment earnings	6,083	146	3,329	-
Other revenue	571,600	-	-	-
Total Revenues	17,440,859	1,446,898	2,770,703	-
Expenditures				
Current:				
General government	4,245,904	-	-	-
Public safety	6,676,957	-	-	-
Public works	2,677,966	-	8,455,443	-
Parks and recreation	920,083	-	-	-
Debt Service:				
Principal	-	1,245,000	-	-
Interest and fiscal agent fees	-	274,575	-	-
Total Expenditures	14,520,910	1,519,575	8,455,443	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,919,949	(72,677)	(5,684,740)	-
Other Financing Sources (Uses)				
Transfers in	657,830	88,418	-	-
Transfers (out)	(177,693)	-	-	-
Total Other Financing Sources (Uses)	480,137	88,418	-	-
Net Change in Fund Balances	3,400,086	15,741	(5,684,740)	-
Beginning fund balances	7,729,733	328,687	9,835,700	584,628
Ending Fund Balances	$ 11,129,819	$ 344,428	$ 4,150,960	$ 584,628

See Notes to Financial Statements.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Nonmajor Governmental	Total Governmental Funds
$ -	$ 7,933,521
-	6,056,811
-	520,250
54,338	54,338
-	157,390
30,177	884,280
-	418,126
-	5,137,101
135	9,693
5,482	577,082
90,132	21,748,592
17,350	4,263,254
24,722	6,701,679
-	11,133,409
-	920,083
-	1,245,000
-	274,575
42,072	24,538,000
48,060	(2,789,408)
-	746,248
(67,830)	(245,523)
(67,830)	500,725
(19,770)	(2,288,683)
170,020	18,648,768
$ 150,250	$ 16,360,085

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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City of Jersey Village, Texas

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

For the Year Ended September 30, 2021

Amounts reported for governmental activities in the Statement of Activities are different because:

Net changes in fund balances - total governmental funds	$	(2,288,683)
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.		
Capital asset additions		7,266,331
Depreciation expense		(1,546,745)
The issuance of long-term debt (e.g., bonds, leases, certificates of obligation) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the Statement of Activities.		
Principal payments		1,245,000
Amortization of premiums, discounts, and deferred charges		24,174
Revenue in the Statement of Activities that does not provide current financial resources is not reported as revenue in the funds.		1,839,185
Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		198,741
The change in deferred outflows and deferred inflows related to the net pension and total other postemployment benefits (OPEB) liability are not recognized in the governmental funds.		
Net pension liability		158,789
Deferred outflows - pensions		48,249
Deferred inflows - pensions		237,096
Total OPEB liability		(77,905)
Deferred outflows - OPEB		33,823
Deferred inflows - OPEB		4,285
An internal service fund is used by management to charge the costs of certain capital assets to individual funds. The net revenue (expense) is reported with governmental activities.		326,133
Change in Net Position of Governmental Activities	$	7,468,473

See Notes to Financial Statements.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

STATEMENT OF NET POSITION (Page 1 of 2)

PROPRIETARY FUNDS

September 30, 2021

	Business-Type Activities - Enterprise Funds			Governmental Activities
	Water and Sewer	Golf Course	Total Enterprise Funds	Internal Service
Assets				
Current assets:				
Cash and equity in pooled cash and investments	$ 5,429,745	$ 310,463	$ 5,740,208	$ 6,161,053
Accounts receivable, net	413,167	-	413,167	-
Inventory	-	120,047	120,047	-
Prepaids	34,556	-	34,556	-
Due from other funds	180	347,192	347,372	-
Total Current Assets	5,877,648	777,702	6,655,350	6,161,053
Noncurrent assets:				
Capital assets:				
Land	445,240	915,000	1,360,240	-
Construction in process	271,065	-	271,065	-
Buildings and improvements	3,278,442	6,442,314	9,720,756	-
Furniture and equipment	2,194,673	706,776	2,901,449	12,686,227
Water and sewer system	20,768,965	-	20,768,965	-
Less: accumulated depreciation	(10,630,915)	(6,719,477)	(17,350,392)	(8,901,313)
Total Capital Assets (Net)	16,327,470	1,344,613	17,672,083	3,784,914
Total Noncurrent Assets	16,327,470	1,344,613	17,672,083	3,784,914
Total Assets	22,205,118	2,122,315	24,327,433	9,945,967
Deferred Outflows of Resources				
Deferred outflows - pensions	104,753	-	104,753	-
Deferred outflows - OPEB	13,128	-	13,128	
Total Deferred Outflows of Resources	117,881	-	117,881	-

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

STATEMENT OF NET POSITION (Page 2 of 2)

PROPRIETARY FUNDS

September 30, 2021

	Business-Type Activities - Enterprise Funds			Governmental Activities
	Water and Sewer	Golf Course	Total	Internal Service
Liabilities				
Current liabilities:				
Accounts payable and accrued liabilities	$ 396,019	$ 165,678	$ 561,697	$ 56,260
Customer deposits	141,415	369	141,784	-
Compensated absences	12,974	75,929	88,903	-
Unearned revenue	-	6,823	6,823	-
Due to other funds	-	-	-	475,000
Total Current Liabilities	550,408	248,799	799,207	531,260
Noncurrent liabilities:				
Compensated absences	1,442	8,437	9,879	-
Net pension liability	447,092	-	447,092	-
Total OPEB liability	62,514	-	62,514	-
Total Noncurrent Liabilities	511,048	8,437	519,485	-
Total Liabilities	1,061,456	257,236	1,318,692	531,260
Deferred Inflows of Resources				
Deferred inflows - pensions	97,868	-	97,868	-
Deferred inflows - OPEB	1,926	-	1,926	-
Total Deferred Inflows of Resources	99,794	-	99,794	-
Net Position				
Net investment in capital assets	16,327,470	1,344,613	17,672,083	3,784,914
Unrestricted	4,834,279	520,466	5,354,745	5,629,793
Total Net Position	$ 21,161,749	$ 1,865,079	23,026,828	$ 9,414,707
Adjustment to reflect the consolidation of internal service fund activities related to enterprise funds.			1,640,658	
Total Net Position per Government-Wide Financial Statements.			$ 24,667,486	

See Notes to Financial Statements.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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City of Jersey Village, Texas

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS

For the Year Ended September 30, 2021

	Business-Type Activities - Enterprise Funds			Governmental Activities
	Water and Sewer	Golf Course	Total Enterprise Funds	Internal Service
Operating Revenues				
Charges for sales and services	$ 4,626,710	$ 1,804,789	$ 6,431,499	$ 1,527,001
Other revenues	127,994	25,760	153,754	-
Total Operating Revenues	4,754,704	1,830,549	6,585,253	1,527,001
Operating Expenses				
Costs of sales and services	3,249,674	859,583	4,109,257	292,857
Personnel	366,486	1,114,570	1,481,056	-
Depreciation	675,617	74,693	750,310	749,699
Total Operating Expenses	4,291,777	2,048,846	6,340,623	1,042,556
Operating Income (Loss)	462,927	(218,297)	244,630	484,445
Nonoperating Revenues				
Investment earnings	2,372	64	2,436	2,521
Total Nonoperating Revenues	2,372	64	2,436	2,521
Income (Loss) Before Transfers	465,299	(218,233)	247,066	486,966
Transfers in	-	177,693	177,693	-
Transfers (out)	(678,418)	-	(678,418)	-
Change in Net Position	(213,119)	(40,540)	(253,659)	486,966
Beginning net position	21,374,868	1,905,619		8,927,741
Ending Net Position	$ 21,161,749	$ 1,865,079		$ 9,414,707
Adjustment to reflect the consolidation of internal service fund activities related to enterprise funds.			83,550	
Change in Net Position per Government-Wide Financial Statements			$ (170,109)	

See Notes to Financial Statements.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

STATEMENT OF CASH FLOWS

PROPRIETARY FUNDS (Page 1 of 2)

For the Year Ended September 30, 2021

	Business-Type Activities - Enterprise Funds			Governmental Activities
	Water and Sewer	Golf Course	Total Enterprise Funds	Internal Service
Cash Flows from Operating Activities				
Receipts from customers and users	$ 4,680,334	$ 1,799,525	$ 6,479,859	$ 2,002,001
Payments to suppliers	(3,328,577)	(1,060,992)	(4,389,569)	(326,437)
Payments to employees	(410,164)	(1,096,638)	(1,506,802)	-
Net Cash Provided (Used) by Operating Activities	941,593	(358,105)	583,488	1,675,564
Cash Flows from Noncapital Financing Activities				
Transfer to (from) other funds	(678,418)	177,693	(500,725)	-
Net Cash Provided (Used) by Noncapital Financing Activities	(678,418)	177,693	(500,725)	-
Cash Flows from Capital and Related Financing Activities				
Acquisition and construction of capital assets	(76,894)	(40,330)	(117,224)	(826,982)
Net Cash (Used) by Capital and Related Financing Activities	(76,894)	(40,330)	(117,224)	(826,982)
Cash Flows from Investing Activities				
Interest received	2,372	64	2,436	2,521
Net Cash Provided by Investing Activities	2,372	64	2,436	2,521
Net Increase (Decrease) in Cash and Cash Equivalents	188,653	(220,678)	(32,025)	851,103
Beginning cash and cash equivalents	5,241,092	531,141	5,772,233	5,309,950
Ending Cash and Cash Equivalents	$ 5,429,745	$ 310,463	$ 5,740,208	$ 6,161,053

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

STATEMENT OF CASH FLOWS

PROPRIETARY FUNDS (Page 2 of 2)

For the Year Ended September 30, 2021

	Business-Type Activities - Enterprise Funds			Governmental Activities
	Water and Sewer	Golf Course	Total Enterprise Funds	Internal Service
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities				
Operating income (loss)	$ 462,927	$ (218,297)	$ 244,630	$ 484,445
Adjustments to reconcile operating income (loss) to net cash provided (Used) by operating activities:				
Depreciation	675,617	74,693	750,310	749,699
Changes in Operating Assets and Liabilities:				
(Increase) Decrease in Current Assets:				
Accounts receivable	(74,370)	(33,784)	(108,154)	-
Prepaids	(34,556)	-	(34,556)	-
Deferred outflows - pensions	(11,214)	-	(11,214)	-
Due from other funds	-	(177,255)	(177,255)	-
Increase (Decrease) in Current Liabilities:				
Accounts payable and accrued liabilities	(44,347)	(23,715)	(68,062)	(33,580)
Customer deposits	5,406	-	5,406	-
Unearned revenues	-	2,760	2,760	-
Compensated absences	6,168	17,932	24,100	-
Net pension liability	(21,698)	-	(21,698)	-
Deferred inflows - pensions	(32,398)	-	(32,398)	-
Deferred inflows - OPEB	(585)	-	(585)	-
Total OPEB liability	10,643	-	10,643	-
Due to other funds	-	(439)	(439)	475,000
Net Cash Provided (Used) by Operating Activities	$ 941,593	$ (358,105)	$ 583,488	$ 1,675,564

See Notes to Financial Statements.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The City of Jersey Village, Texas (the "City") was incorporated in 1956. The City has operated since 1986 under a "Home Rule Charter", which provides for a Council-Manager form of government.

The City Council is the principal legislative body of the City. The City Manager is appointed by a majority vote of the City Council and is responsible to the City Council for the administration of all the affairs of the City. The City Manager is responsible for the appointment and removal of department directors and employees, supervision and control of all City departments, and preparation of the annual budget.

The City provides the following services: public safety to include police and fire services, municipal court, parks and recreation services, streets, drainage, water and sewer services, solid waste collection and disposal, community development, and general administration.

The City is an independent political subdivision of the State of Texas (the "State") governed by an elected council and a mayor and is considered a primary government. As required by generally accepted accounting principles, these basic financial statements have been prepared based on considerations regarding the potential for inclusion of other entities, organizations, or functions as part of the City's financial reporting entity. The component unit as listed below, although legally separate, is considered part of the reporting entity. No other entities have been included in the City's reporting entity. Additionally, as the City is considered a primary government for financial reporting purposes, its activities are not considered a part of any other governmental or other type of reporting entity.

Considerations regarding the potential for inclusion of other entities, organizations, or functions in the City's financial reporting entity are based on criteria prescribed by generally accepted accounting principles. These same criteria are evaluated in considering whether the City is a part of any other governmental or other type of reporting entity. The overriding elements associated with prescribed criteria considered in determining that the City's financial reporting entity status is that of a primary government are that it has a separately elected governing body, it is legally separate, and it is fiscally independent of other state and local governments. Additionally, prescribed criteria under generally accepted accounting principles include considerations pertaining to organizations for which the primary government is financially accountable and considerations pertaining to organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

Discretely Presented Component Unit

<u>Jersey Village Crime Control and Prevention District</u>

The Jersey Village Crime Control and Prevention District (the "District") has been included in the reporting entity as a discretely presented component unit. The District is a not-for-profit entity created to provide additional crime control and prevention to the City. The District's Board of Directors is appointed by and serves at the discretion of City Council. The City has the ability to impose its will on the District because it may remove appointed members at will, and it must approve the District's budget and any necessary budget amendments. The District's operations are reported in a single governmental fund. The District does not issue separate financial statements, as the financial activity reported at the government-wide level is the same as the fund level. A sales and use tax of one half of one percent is levied to fund the District's budget.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

B. Government-Wide Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all activities of the primary government and its component unit. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges to external customers for support. Likewise, the primary government is reported separately from certain legally separate component units for which the primary government is financially accountable.

C. Basis of Presentation – Government-Wide Financial Statements

While separate government-wide and fund financial statements are presented, they are interrelated. The governmental activities column incorporates data from governmental funds and the internal service fund, while business-type activities incorporate data from the City's enterprise funds. Separate financial statements are provided for governmental funds and proprietary funds.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments in lieu of taxes where the amounts are reasonably equivalent in value to the interfund services provided and other charges between the City's water and sewer functions and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

D. Basis of Presentation – Fund Financial Statements

The fund financial statements provide information about the City's funds. Separate statements for each fund category – governmental and proprietary – are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

The City reports the following governmental funds:

The *general fund* is used to account for all financial transactions not properly includable in other funds. The principal sources of revenues include local property taxes, sales taxes, franchise fees, licenses and permits, fines and forfeitures, and charges for services. Expenditures include general government, public safety, public works, and parks and recreation. The general fund is always considered a major fund for reporting purposes.

The *debt service fund* is used to account for the payment of interest and principal on all general obligation bonds and other long-term debt of the City. The primary source of revenue for debt service is local property taxes. The debt service fund did not meet the technical criteria to be presented as a major fund for reporting purposes, but the City has elected to present it as major due to its significance.

The *capital projects fund* is used to account for the expenditures of resources accumulated from the sale of bonds and related interest earnings for capital improvements. The capital projects fund is considered a major fund for reporting purposes.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

The *special revenue funds* are used to account for proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. The nonmajor special revenue funds include the hotel occupancy tax, asset forfeiture, and court security and technology fees funds. The traffic safety fund is considered a nonmajor fund but is included as a major fund for reporting purposes due to its significant cash balance.

The City reports the following enterprise funds:

The *water and sewer fund* is used to account for the operations that provide water and wastewater collection, and wastewater treatment operations. The services are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses including depreciation) of providing goods or services to the general public on a continuing basis will be financed or recovered primarily through user charges. The water and sewer fund is considered a major fund for reporting purposes.

The *golf course fund* is used to account for the operations of the City's municipal golf course. This fund follows the same basis of accounting as the water and sewer fund and is also considered a major fund for reporting purposes.

Additionally, the City reports the following fund type:

Internal service funds account for services provided to other departments or agencies of the government, or to other governments, on a cost reimbursement basis. The capital replacement fund is used to account for vehicle and equipment replacement.

During the course of operations, the City has activity between funds for various purposes. Any residual balances outstanding at year end are reported as due from/to other funds and advances to/from other funds. While these balances are reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Balances between the funds included in governmental activities (i.e., the governmental and internal service funds) are eliminated so that only the net amount is included as internal balances in the governmental activities column. Similarly, balances between the funds included in business-type activities (i.e., the enterprise funds) are eliminated so that only the net amount is included as internal balances in the business-type activities column.

Further, certain activity occurs during the year involving transfers of resources between funds. In fund financial statements, these amounts are reported at gross amounts as transfers in/out. While reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Transfers between the funds included in governmental activities are eliminated so that only the net amount is included as transfers in the governmental activities column. Similarly, balances between the funds included in business-type activities are eliminated so that only the net amount is included as internal balances in the business-type activities column.

E. Measurement Focus and Basis of Accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources.* The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

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The government-wide and proprietary fund financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes, sales taxes, franchise fees, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Entitlements are recorded as revenues when all eligibility requirements are met, including any time requirements, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year end). Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year end). All other revenue items are considered to be measurable and available only when cash is received by the City.

F. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance

1. Cash and Cash Equivalents

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, balances in statewide investment pools, and short-term investments with original maturities of three months or less from the date of acquisition. For the purpose of the statement of cash flows, the proprietary fund types consider temporary investments with maturity of three months or less when purchased to be cash equivalents.

The City maintains a pooled cash and investments account. Each fund whose monies are deposited in the pooled cash and investment account has equity therein, and interest earned on the investment of these monies is allocated based upon relative equity at the previous month end. Amounts on deposit in interest-bearing accounts and other investments are displayed on the combined balance sheet as "cash and equity in pooled cash and investments."

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2. Investments

Investments, except for certain investment pools, commercial paper, money market funds, and investment contracts, are reported at fair value. The investment pool operates in accordance with appropriate state laws and regulations and are reported at amortized cost. Money market funds, which are short-term highly liquid debt instruments that may include U.S. Treasury and agency obligations and commercial paper that have a remaining maturity of one year or less upon acquisition, are reported at amortized cost. Investments in nonparticipating interest earning contracts, such as certificates of deposit, are reported at cost.

The City has adopted a written investment policy regarding the investment of its funds as defined in the Public Funds Investment Act, Chapter 2256, Texas Government Code. In summary, the City is authorized to invest in the following:

Direct obligations of the U.S. government

Money market mutual funds that meet certain criteria

Collateralized certificates of deposit and share certificates

Statewide investment pools

3. Inventories and Prepaid Items

Inventories are valued at cost using the first in/first out (FIFO) method in the proprietary funds. The costs of governmental fund type inventories are recorded as expenditures when consumed rather than when purchased. Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

4. Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. In accordance with GASB Statement No. 34, infrastructure has been capitalized retroactively. Capital assets are defined by the City as assets with an initial, individual cost of more than $5,000 and an estimated useful life in excess of five years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest costs incurred in connection with construction of enterprise fund capital assets are capitalized when the effects of capitalization materially impact the financial statements.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

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Property, plant, and equipment of the primary government, as well as the component unit, are depreciated using the straight-line method over the following estimated useful years:

Asset Description	Estimated Useful Life
Buildings	20 years
Improvements	20 years
Equipment	5 to 20 years
Water and sewer system	40 years
Infrastructure	75 years

5. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/expenditure) until then. In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time.

Deferred outflows/inflows of resources are amortized as follows:

- Deferred outflows/inflows from pension/other postemployment benefits (OPEB) activities are amortized over the average of the expected service lives of pension/OPEB plan members, except for the net differences between the projected and actual investment earnings on the pension/OPEB plan assets, which are amortized over a period of five years.
- For employer pension/OPEB plan contributions that were made subsequent to the measurement date through the end of the City's fiscal year, the amount is deferred and recognized as a reduction to the net pension/OPEB liability during the measurement period in which the contributions were made.
- A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

At the fund level, the City has only one type of item, which arises only under a modified accrual basis of accounting, that qualifies for reporting in this category. Accordingly, the item, *unavailable revenue*, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from property taxes, ambulance fees, and grants from reimbursement for construction costs. These amounts are deferred and recognized as inflows of resources in the period that the amounts become available.

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6. Compensated Employee Absences

It is the City's policy to permit employees to accumulate earned but unused vacation, sick pay benefits, and compensatory time. Amounts accumulated, up to certain amounts, may be paid to employees upon termination of employment. The estimated amount of compensation for services provided that is expected to be liquidated with expendable, available financial resources is reported as an expenditure and a fund liability of the governmental or proprietary fund that will pay it when it matures or becomes due. The general fund, water and sewer fund, and golf course fund are used to liquidate the liability for compensated absences. Amounts of vested or accumulated vacation leave that are not expected to be liquidated with expendable, available financial resources are maintained separately and represent a reconciling item between the fund and government-wide presentations. Upon retirement from the City, an employee will receive compensation for unused sick leave hours. Vesting in unused sick leave hours ranges from 20 to 60 percent based on years of service with the City.

7. Long-Term Obligations

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type Statement of Net Position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method, if material. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

The property tax rate is allocated each year between the general and debt service funds. The full amount estimated to be required for debt service on general obligation debt is provided by the tax along with interest earned in the debt service fund. Though a portion of the general obligation debt was directly related to the purchase of water and sewer infrastructure, the debt service expenditures are included in the governmental fund financial statements, as they are expected to be paid from debt service tax revenues instead of water system revenues.

8. Net Position Flow Assumption

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

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9. Fund Balance Flow Assumptions

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

10. Fund Balance Policies

Fund balances of governmental funds are reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The City itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

Amounts that cannot be spent because they are either not in spendable form or legally or contractually required to be maintained intact are classified as nonspendable fund balance. Amounts that are externally imposed by creditors, grantors, contributors, or laws or regulations of other governments or imposed by law through constitutional provisions are classified as restricted.

The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the City's highest level of decision-making authority. The City Council is the highest level of decision-making authority for the City that can, by adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation.

Amounts in the assigned fund balance classification are intended to be used by the City for specific purposes but do not meet the criteria to be classified as committed. The City Council may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

11. Estimates

The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

12. Pensions

For the purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Texas Municipal Retirement System (TMRS) and additions to/deductions from TMRS's fiduciary net position have been determined on the same basis as they are reported by TMRS.

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For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

13. Other Postemployment Benefits

The City participates in a single-employer, unfunded, defined benefit group-term life insurance plan operated by TMRS known as the Supplemental Death Benefits Fund (SDBF). The City elected, by ordinance, to provide group-term life insurance coverage to both current and retired employees. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year. Benefit payments are treated as being equal to the employer's yearly contributions for retirees. Benefit payments and refunds are due and payable in accordance with the benefit terms. Information about the City's total OPEB liability, deferred outflows of resources, deferred inflows of resources, and OPEB expense is provided by TMRS from reports prepared by their consulting actuary.

G. Revenues and Expenditures/Expenses

1. Program Revenues

Amounts reported as *program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions (including special assessments) that are restricted to meeting the operational or capital requirements of a particular function or segment. All taxes, including those dedicated for specific purposes, and other internally dedicated resources are reported as general revenues rather than as program revenues.

2. Property Taxes

Property taxes are levied during October of each year and are due upon receipt of the City's tax bill. Taxes become delinquent, with an enforceable lien on property, on February 1 of the following year.

3. Proprietary Funds Operating and Nonoperating Revenues and Expenses

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the enterprise funds and internal service fund are charges to customers for sales and services. The water and sewer fund also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for the enterprise funds and internal service fund include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

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II. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

Annual budgets are adopted on a basis consistent with generally accepted accounting principles, except the capital projects fund, which adopts a project length budget. The original budget is adopted by the City Council prior to the beginning of the year. The legal level of control in the approved budget as defined by the charter is the function level in the general fund and all others are at the fund level. The City Manager may transfer appropriations within a department without seeking the approval of City Council. Appropriations lapse at the end of the year, excluding capital project budgets. Supplemental budget appropriations were made for the year ended September 30, 2021. The hotel occupancy tax fund, court security and technology fees fund, and asset forfeiture fund are all special revenue funds that have adopted budgets.

III. DETAILED NOTES ON ALL ACTIVITIES AND FUNDS

A. Deposits and Investments

As of September 30, 2021, the City had the following investments:

Investment Type	Fair Value	Weighted Average Maturity (Years)
TexPool	$ 32,457,653	0.10
Total Fair Value	$ 32,457,653	
Portfolio weighted average maturity		0.10

Interest rate risk. In accordance with its investment policy, the City manages its exposure to declines in fair values by structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations and invest operating funds primarily in short-term securities.

Credit risk. State law and the City's investment policy limit investments to obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent. Further, commercial paper must be rated not less than "A-1" or "P-1" or an equivalent rating by at least two nationally recognized credit rating agencies. As of September 30, 2021, the City's investments in TexPool were rated "AAAm" by Standard & Poor's.

Custodial credit risk – deposits. In the case of deposits, this is the risk that in the event of a bank failure, the City's deposits may not be returned to it. The City's investment policy requires funds on deposit at the depository bank to be collateralized by securities. As of September 30, 2021, the City's deposits were fully covered under the FDIC.

Custodial credit risk – investments. For an investment, this is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The City's investment policy requires that it will seek to keep safekeeping securities at financial institutions, avoiding physical possession. Further, all trades, where applicable, are executed by delivery versus payment to ensure that securities are deposited in the City's safekeeping account prior to the release of funds.

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TexPool

TexPool was established as a trust company with the Treasurer of the State as trustee, segregated from all other trustees, investments, and activities of the trust company. The State Comptroller of Public Accounts exercises oversight responsibility over TexPool. Oversight includes the ability to significantly influence operations, designation of management, and accountability for fiscal matters. Additionally, the State Comptroller has established an advisory board composed of both participants in TexPool and other persons who do not have a business relationship with TexPool. The advisory board members review the investment policy and management fee structure. Standard & Poor's rates TexPool "AAAm". As a requirement to maintain the rating, weekly portfolio information must be submitted to Standard & Poor's, as well as to the office of the Comptroller of Public Accounts for review.

TexPool is an external investment pool measured at amortized cost. In order to meet criteria to be recorded at amortized cost, TexPool must transact at a stable net asset value per share and maintain certain maturity, quality, liquidity, and diversification requirements within TexPool. TexPool transacts at a net asset value of $1.00 per share, has weighted average maturities of 60 days or less, and weighted average lives of 120 days or less. Investments held are highly rated by nationally recognized statistical rating organizations, have no more than 5% of the portfolio with one issuer (excluding U.S. government securities), and can meet reasonably foreseeable redemptions. TexPool has a redemption notice period of one day and may redeem daily. TexPool may only impose restrictions on redemptions in the event of a general suspension of trading on major securities markets, general banking moratorium, or national state of emergency that affects TexPool's liquidity.

B. Receivables

The following comprise receivable balances at year end:

	General	Debt Service	Capital Projects	Nonmajor
Ad valorem taxes	$ 213,410	$ 67,865	$ -	$ -
Sales taxes	1,119,228	-	-	-
Other taxes	49,886	-	-	-
Ambulance fees	961,607	-	-	-
Intergovernmental	-	-	2,765,192	-
Other	68,317	-	-	11,318
Less allowance	(556,867)	(1,357)	-	-
Total	$ 1,855,581	$ 66,508	$ 2,765,192	$ 11,318

	Water and Sewer	Component Unit
Other taxes	$ -	$ 370,415
Accounts	451,511	-
Less allowance	(38,344)	-
Total	$ 413,167	$ 370,415

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C. Capital Assets

All capital assets constructed or paid for with funds of the component unit are titled in the City's name. Accordingly, component unit capital assets and construction in progress are recorded in the governmental activities totals.

A summary of changes in capital assets for governmental activities for the year end is as follows:

	Beginning Balance	Increases	(Decreases)	Ending Balance
Governmental Activities:				
Capital assets not being depreciated:				
Land	$ 11,835,928	$ -	$ -	$ 11,835,928
Construction in progress	2,567,930	6,146,134	-	8,714,064
Total capital assets not being depreciated	14,403,858	6,146,134	-	20,549,992
Other capital assets:				
Buildings and improvements	11,128,188	560,979	(480)	11,688,687
Machinery and equipment	15,905,356	1,092,426	(532,728)	16,465,054
Infrastructure	50,455,588	-	-	50,455,588
Total other capital assets	77,489,132	1,653,405	(533,208)	78,609,329
Less accumulated depreciation for:				
Buildings and improvements	(5,453,709)	(349,314)	480	(5,802,543)
Machinery and equipment	(11,512,287)	(1,033,512)	532,728	(12,013,071)
Infrastructure	(11,072,294)	(697,127)	-	(11,769,421)
Total accumulated depreciation	(28,038,290)	(2,079,953)	533,208	(29,585,035)
Other capital assets, net	49,450,842	(426,548)	-	49,024,294
Governmental Activities Capital Assets, Net	$ 63,854,700	$ 5,719,586	$ -	69,574,286
		Plus deferred charge on refunding		292,130
		Less associated debt		(9,005,646)
		Net Investment in Capital Assets		$ 60,860,770

Depreciation was charged to governmental functions as follows:

General government	$ 56,804
Public safety	270,434
Public works	900,462
Parks and recreation	102,554
Capital assets held by the City's internal service fund are charged to various functions based on their usage of the assets	749,699
Total Governmental Activities Depreciation Expense	$ 2,079,953

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Construction in progress and remaining commitments under related construction contracts for general government construction projects at year end were as follows:

Project Description	Estimated Contract	Expenditures	Remaining Commitment
Convention center golf course	$ 2,770,000	$ 144,626	$ 2,625,374
Wall Street Neighborhood	5,880,000	427,140	5,452,860
Gateway entrance	1,000,000	397,095	602,905
Total	$ 10,150,000	$ 1,468,861	$ 8,681,139

The following is a summary of changes in capital assets for business-type activities for the year ended September 30, 2021:

	Beginning Balance	Increases	(Decreases)	Ending Balance
Business-Type Activities:				
Capital assets not being depreciated:				
Land	$ 1,360,240	$ -	$ -	$ 1,360,240
Construction in progress	212,657	58,408	-	271,065
Total capital assets not being depreciated	1,572,897	58,408	-	1,631,305
Other capital assets:				
Buildings	9,673,996	47,130	(370)	9,720,756
Water and sewer system	20,768,965	-	-	20,768,965
Machinery and equipment	2,892,255	11,686	(2,492)	2,901,449
Total other capital assets	33,335,216	58,816	(2,862)	33,391,170
Less accumulated depreciation for:				
Buildings	(6,473,582)	(220,539)	370	(6,693,751)
Water and sewer system	(8,354,574)	(326,960)	-	(8,681,534)
Machinery and equipment	(1,774,788)	(202,811)	2,492	(1,975,107)
Total accumulated depreciation	(16,602,944)	(750,310)	2,862	(17,350,392)
Other capital assets, net	16,732,272	(691,494)	-	16,040,778
Business-Type Activities Capital Assets, Net	$ 18,305,169	$ (633,086)	$ -	$ 17,672,083

Depreciation was charged to business-type functions as follows:

Water and sewer	$ 675,617
Golf course	74,693
Total Business-Type Activities Depreciation Expense	$ 750,310

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Construction in progress and remaining commitments under related construction contracts for enterprise fund projects at year end were as follows:

Project Description	Estimated Contract	Expenditures	Remaining Commitment
Scada project	$ 241,095	$ 241,095	$ -
Seattle well tv survey	29,970	29,970	-
	$ 271,065	$ 271,065	$ -

D. Long-Term Debt

The following is a summary of changes in the City's total long-term liabilities for the year end. In general, the City uses the general and debt service funds to liquidate governmental long-term liabilities.

	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
Governmental Activities:					
Bonds, notes and other payables:					
General obligation bonds	$ 9,785,000	$ -	$ 1,245,000	$ 8,540,000 *	$ 1,245,000
Premium on bonds	555,871	-	90,225	465,646 *	-
	10,340,871	-	1,335,225	9,005,646	1,245,000
Other liabilities:					
Net pension liability	2,416,132	-	158,789	2,257,343	-
Total OPEB liability	304,666	77,905	-	382,571	-
Compensated absences	569,068	218,585	419,794	367,859	331,073
Total Governmental Activities	$ 13,630,737	$ 296,490	$ 1,913,808	$ 12,013,419	$ 1,576,073
			Long-term debt due in more than one year	$ 10,437,346	
			***Debt associated with governmental activity capital assets**	$ 9,005,646	

	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
Business-Type Activities:					
Net pension liability	$ 468,790	$ -	$ 21,698	$ 447,092	$ -
Total OPEB liability	51,871	10,643	-	62,514	-
Compensated absences	74,682	35,508	11,408	98,782	88,903
Total Business-Type Activities	$ 595,343	$ 46,151	$ 33,106	$ 608,388	$ 88,903
			Long-term debt due in more than one year	$ 519,485	

Long-term liabilities applicable to the City's governmental activities are not due and payable in the current period and, accordingly, are not reported as fund liabilities in the governmental funds. The governmental activities compensated absences are generally liquidated by the general fund. Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due.

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Long-term debt at year end was comprised of the following debt issues:

Description	Original Issue	Interest Rates	Balance
Governmental Activities			
General Obligation Bonds			
Series 2012	$ 9,050,000	2.00-4.00%	$ 2,765,000
Series 2016	$ 6,710,000	2.00-3.00%	5,775,000
		Total General Obligation Bonds	$ 8,540,000

The annual requirements to amortize bond issues outstanding at year end were as follows:

Fiscal Year Ending Sep. 30	Governmental Activities		
	Principal	Interest	Total
2022	$ 1,290,000	$ 236,850	$ 1,526,850
2023	1,325,000	197,625	1,522,625
2024	1,370,000	157,200	1,527,200
2025	1,410,000	115,500	1,525,500
2026	1,545,000	71,175	1,616,175
2027	1,600,000	24,000	1,624,000
Total	$ 8,540,000	$ 802,350	$ 9,342,350

The City issues long-term debt instruments in order to acquire and/or construct major capital facilities (streets, drainage, public safety, water, and wastewater) and equipment for general government and enterprise fund activities. These instruments include two general obligation bonds. Future ad valorem tax revenues, water and sewer system revenues, or liens on property and equipment secure these debt obligations.

General obligation bonds are direct obligations of the City for which its full faith and credit are pledged. Repayment of general obligation bonds is from taxes levied on all taxable property located within the City. The City is not obligated in any manner for special assessment debt.

Federal Arbitrage

The Tax Reform Act of 1986 instituted certain arbitrage restrictions consisting of complex regulations with respect to issuance of tax-exempt bonds after August 31, 1986. Arbitrage regulations deal with the investment of tax-exempt bond proceeds at an interest yield greater than the interest yield paid to bondholders. Generally, all interest paid to bondholders can be retroactively rendered taxable if applicable rebates are not reported and paid to the Internal Revenue Service (IRS) at least every five years for applicable bond issues. Accordingly, there is the risk that if such calculations are not performed, or not performed correctly, it could result in a substantial liability to the City. The City has engaged an arbitrage consultant to perform the calculations in accordance with IRS rules and regulations.

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E. Interfund Transactions

The composition of interfund balances as of year end was as follows:

Receivable Fund	Payable Fund	Amounts
General	Internal service	$ 475,000
Golf course	General	347,192
Debt service	General	6,156
Nonmajor	General	30,739
Capital projects	General	2,672,048
Capital projects	Nonmajor	345,610
Water and sewer	General	180
	Total	$ 3,876,925

Amounts recorded as "due to/from" are considered to be temporary loans and will be repaid during the following year.

Transfers between the primary government funds during the year were as follows:

Transfer In	Transfer Out	Amounts
General	Water and sewer	$ 590,000
General	Nonmajor	67,830
Debt service	Water and sewer	88,418
Golf course	General	177,693
	Total	$ 923,941

Transfers to the general fund from the water and sewer fund were subsidies for administrative expenditures. Transfers to the debt service fund from the water and sewer fund were for debt service payments. The general fund transferred funds to the golf course fund to support maintenance for City facilities.

F. Fund Equity

As of September 30, 2021, $753,506 of the City's total fund balance is restricted by enabling legislation.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

IV. OTHER INFORMATION

A. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the City participates along with 2,617 other entities in the Texas Municipal League's Intergovernmental Risk Pools (the "Pool"). The Pool purchases commercial insurance at group rates for participants in the Pool. The City has no additional risk or responsibility to the Pool, outside of the payment of insurance premiums. The City has not significantly reduced insurance coverage or had settlements which exceeded coverage amounts for the past three years.

B. Contingent Liabilities

Amounts received or receivable from granting agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amounts of expenditures that may be disallowed by the grantor cannot be determined at this time although the City expects such amounts, if any, to be immaterial.

The City is a defendant in a lawsuit. Although the outcome of this lawsuit is not presently determinable, it is the opinion of the City's management that resolution of this matter will not have a material adverse effect on the financial condition of the City.

Liabilities are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported. Claim liabilities are calculated considering the effects of inflation, recent claim settlement trends, including frequency and amount of payouts, and other economic and social factors. No claim liabilities are reported at year end.

The continued spread of the COVID-19 pandemic has given a rise in uncertainties that may have a significant negative impact on the operating activities and results of the City. The occurrence and extent of such impact will depend on future developments, including (i) the duration and spread of the virus, (ii) government quarantine measures, (iii) the effects on the financial markets, and (iv) the effects on the economy overall, all of which are uncertain.

C. Pension Plan

Texas Municipal Retirement System

Plan Description

The City participates as one of 895 plans in the defined benefit cash-balance plan administered by TMRS. TMRS is a statewide public retirement plan created by the State and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the "TMRS Act") as an agent multiple-employer retirement system for employees of Texas participating cities. The TMRS Act places the general administration and management of TMRS with a six-member, Governor-appointed Board of Trustees; however, TMRS is not fiscally dependent on the State. TMRS issues a publicly available Annual Comprehensive Financial Report that can be obtained at www.tmrs.com.

All eligible employees of the City are required to participate in TMRS.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Benefits Provided

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the City-financed monetary credits, with interest, were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven payment options. Members may also choose to receive a portion of their benefit as a partial lump sum distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75 percent of the member's deposits and interest.

The plan provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS. Plan provisions for the City were as follows:

	2021	2020
Employee deposit rate	7.00%	7.00%
Matching ratio (City to employee)	2 to 1	2 to 1
Years required for vesting	5	5
Service requirement eligibility (expressed as age/yrs of service)	60/5, 0/20	60/5, 0/25
Updated service credit	100% Repeating, Transfers	100% Repeating, Transfers
Annuity increase (to retirees)	70% of CPI Repeating	70% of CPI Repeating

Employees Covered by Benefit Terms

At the December 31, 2020 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	64
Inactive employees entitled to, but not yet receiving, benefits	99
Active employees	98
Total	261

Contributions

The contribution rates for employees in TMRS are either five percent, six percent, or seven percent of employee gross earnings, and the City-matching percentages are either 100 percent, 150 percent, or 200 percent, both as adopted by the governing body of the City. Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Employees for the City were required to contribute seven percent of their annual gross earnings during the fiscal year. The contribution rates for the City were 14.05 percent and 13.75 percent in calendar years 2020 and 2021, respectively. The City's contributions to TMRS for the fiscal year ended September 30, 2021 were $883,991, which were equal to the required contributions.

Net Pension Liability

The City's Net Pension Liability (NPL) was measured as of December 31, 2020 and the Total Pension Liability (TPL) used to calculate the NPL was determined by an actuarial valuation as of that date.

Actuarial Assumptions

The TPL in the December 31, 2020 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.50% per year
Overall payroll growth	2.75% per year
Investment rate of return	6.75%, net of pension plan investment expense, including inflation

Salary increases were based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with the Public Safety table used for males and the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-Distinct 2019 Municipal Retirees of Texas mortality tables. The rates for active members, healthy retirees, and beneficiaries are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees are used with a four-year set-forward for males and a three-year set-forward for females. In addition, a 3.5 percent and 3.0 percent minimum mortality rate is applied for males and females, respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014 to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2019 actuarial valuation. The postretirement mortality assumption for annuity purchase rates is based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation, as well as the production of income, in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target allocation percentage and by adding expected inflation. In determining their best estimate of a recommended investment return assumption under the various alternative asset allocation portfolios, the actuary focused on the area between (1) arithmetic mean (aggressive) without an adjustment for time (conservative) and (2) the geometric mean (conservative) with an adjustment for time (aggressive).

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

The target allocation and best estimates of real rates of return for each major asset class in fiscal year 2020 are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return (Arithmetic)
Global Equity	30.0%	5.30%
Core Fixed Income	10.0%	1.25%
Non-Core Fixed Income	20.0%	4.14%
Real Return	10.0%	3.85%
Real Estate	10.0%	4.00%
Absolute Return	10.0%	3.48%
Private Equity	10.0%	7.75%
Total	100.0%	

Discount Rate

The discount rate used to measure the TPL was 6.75 percent. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the TMRS fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the TPL.

Changes in the NPL

	Increase (Decrease)		
	Total Pension Liability (A)	**Plan Fiduciary Net Position (B)**	**Net Pension Liability (A) - (B)**
Changes for the year:			
Service cost	$ 1,060,160	$ -	$ 1,060,160
Interest	1,774,115	-	1,774,115
Change in current period benefits	-	-	-
Difference between expected and actual experience	76,827	-	76,827
Changes in assumptions	-	-	-
Contributions - employer	-	883,991	(883,991)
Contributions - employee	-	440,423	(440,423)
Net investment income	-	1,779,138	(1,779,138)
Benefit payments, including refunds of employee contributions	(1,139,102)	(1,139,102)	-
Administrative expense	-	(11,512)	11,512
Other changes	-	(451)	451
Net Changes	1,772,000	1,952,487	(180,487)
Balance at December 31, 2019	26,322,661	23,437,739	2,884,922
Balance at December 31, 2020	$ 28,094,661	$ 25,390,226	$ 2,704,435

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Sensitivity of the NPL to Changes in the Discount Rate

The following presents the NPL of the City, calculated using the discount rate of 6.75 percent, as well as what the City's NPL would be if it were calculated using a discount rate that is one percentage point lower (5.75%) or one percentage point higher (7.75%) than the current rate:

	1% Decrease in Discount Rate (5.75%)	Discount Rate (6.75%)	1% Increase in Discount Rate (7.75%)
City's Net Pension Liability	$ 6,842,955	$ 2,704,435	$ (642,616)

Pension Plan Fiduciary Net Position

Detailed information about the TMRS fiduciary net position is available in a separately-issued TMRS financial report. That report may be obtained on the Internet at www.tmrs.com.

Pension Expense and Deferred Outflows/Deferred Inflows of Resources Related to Pensions

For the fiscal year ended September 30, 2021, the City recognized pension expense of $441,280.

At September 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ 68,674	$ 138,653
Changes in actuarial assumptions	21,403	-
Difference between projected and actual investment earnings	-	658,420
Contributions subsequent to the measurement date	699,138	-
Total	$ 789,215	$ 797,073

$699,138 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the NPL for the fiscal year ending September 30, 2022. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Year Ended September 30:	Pension Expense
2022	(324,161)
2023	44,072
2024	(387,491)
2025	(39,416)
Total	$ (706,996)

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

D. Other Postemployment Benefits

TMRS Supplemental Death Benefits

Plan Description

The City participates in an OPEB plan administered by TMRS. TMRS administers the defined benefit group-term life insurance plan known as the SDBF. This is a voluntary program in which participating member cities may elect, by ordinance, to provide group-term life insurance coverage for their active members, including or not including retirees. Employers may terminate coverage under, and discontinue participation in, the SDBF by adopting an ordinance before November 1 of any year to be effective the following January 1.

The member city contributes to the SDBF at a contractually required rate (based on the covered payroll of employee members) as determined by an annual actuarial valuation. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year. The intent is not to pre-fund retiree term life insurance during employees' entire careers. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions* (GASB 75). As such, the SDBF is considered to be a single-employer unfunded OPEB defined benefit plan with benefit payments treated as being equal to the employer's yearly contributions for retirees.

The contributions to the SDBF are pooled for investment purposes with those of the Pension Trust Fund (PTF). The TMRS Act requires the PTF to allocate a five percent interest credit from investment income to the SDBF on an annual basis each December 31 based on the mean balance in the SDBF during the year.

Benefits

The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings, for the 12-month period preceding the month of death). The death benefit for retirees is considered an OPEB and is a fixed amount of $7,500. As the SDBF covers both active and retiree participants with no segregation of assets, the SDBF is considered to be an unfunded OPEB plan (i.e., no assets are accumulated). Participation in the SDBF as of December 31, 2020 is summarized below:

Inactive employees or beneficiaries currently receiving benefits	47
Inactive employees entitled to, but not yet receiving, benefits	31
Active employees	98
Total	176

Total OPEB Liability

The City's total OPEB liability of $445,085 was measured as of December 31, 2020 and was determined by an actuarial valuation as of that date.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Actuarial Assumptions and Other Inputs

The total OPEB liability in the December 31, 2020 actuarial valuation was determined using the following actuarial assumptions and other inputs applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.50%
Salary increases	3.50% to 11.50% including inflation
Discount rate	2.00%*
Retirees' share of benefit-related costs	Zero
Administrative expenses	All administrative expenses are paid through the PTF and accounted for under reporting requirements under GASB 68.
Mortality rates-service retirees	2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP.
Mortality rates-disabled retirees	2019 Municipal Retirees of Texas Mortality Tables with a 4-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

* The discount rate is based on the Fidelity Index's "20-Year Municipal GO AA Index" rate as of December 31, 2020.

The actuarial assumptions used in the December 31, 2020 valuation were based on the results of an actuarial experience study for the period December 31, 2014 to December 31, 2018.

Changes in the Total OPEB Liability

	Total OPEB Liability
Changes for the year:	
Service cost	$ 15,729
Interest	9,986
Differences between expected and actual experience	2,554
Changes of assumptions	62,796
Benefit payments*	(2,517)
Net Changes	88,548
Beginning balance	356,537
Ending Balance	$ 445,085

* Benefit payments are treated as being equal to the employer's yearly contributions for retirees due to the SDBF being considered an unfunded OPEB plan under GASB 75.

The discount rate decreased from 2.75% as of December 31, 2019 to 2.00% as of December 31, 2020. There were no other changes of assumptions or other inputs that affected measurement of the total OPEB liability during the measurement period.

There were no changes of benefit terms that affected measurement of the total OPEB liability during the measurement period.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current discount rate:

	1% Decrease in Discount Rate (1.00%)	Discount Rate (2.00%)	1% Increase in Discount Rate (3.00%)
City's Total OPEB Liability	$ 553,754	$ 445,085	$ 364,200

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the year ended September 30, 2021, the City recognized OPEB expense of $52,038. The City reported deferred outflows/inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ 3,298	$ 2,394
Changes in actuarial assumptions	91,875	9,200
Contributions subsequent to the measurement date	6,102	-
Total	$ 101,275	$ 11,594

$6,102 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date will be recognized as a reduction of the total OPEB liability for the fiscal year ending September 30, 2022.

Amounts reported as deferred outflows/inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ended September 30	OPEB Expense
2022	$ 26,323
2023	23,718
2024	25,011
2025	8,527
Total	$ 83,579

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

E. Chapter 380 Economic Development Program Agreements

Chapter 380, *Miscellaneous Provisions Relating to Municipal Planning and Development*, of the Texas Local Government Code provides the authority to the governing body of a municipality to establish and provide for the administration of one or more programs, including programs to promote state or local economic development and to stimulate business and commercial activity in the municipality.

Southwest Developers, LLC

On June 2, 2015, the City entered into a Chapter 380 economic development program agreement (the "Program") with Southwest Developers, LLC. (the "Developer"). The City administers the Program of grants to the Developer for a limited time in amounts equal to a portion of City sales tax relating to certain property that would promote local economic development and stimulate business and commercial activity within the City. The Developer will provide development services for the City including finding a suitable third party to locate a retail sales center (the "Retail Sales Center") in the City and assistance with identifying a location for the Retail Sales Center, and has applied to the City under its Program for financial assistance to locate such Retail Sales Center in the City.

Collaborate Development Group LLC

On June 22, 2019, the City entered into a Chapter 380 economic development program agreement (the "Program") with Collaborate Development Group, LLC. (the "Developer"). The City administers the program of grants to the Developer for a limited time in amounts equal to a portion of City sales tax relating to certain property that would promote local economic development and stimulate business and commercial activity within the City. The Developer will provide development services for the City including purchasing land to develop a commercial retail, hotel, and restaurant project with certain public improvements for the benefit of the City on approximately 43 acres of land. The Developer estimates the total capital investment in the project to be approximately $145,000,000.

Argos USA LLC

On October 10, 2018, the City entered into a Chapter 380 economic development program agreement (the "Program") with Argos USA: LLC, (the "Developer"). The City administers the program of grants to the Developer for a limited time in amounts equal to a portion of City sales tax relating to certain property that would promote local economic development and stimulate business and commercial activity within the City. The Developer will locate a retail sales center ("Retail Sales Center") in the City and has applied to City under its Program for financial assistance to locate such Retail Sales Center in the City.

Gordon NW Village, LP

On January 21, 2020, the City entered into a Chapter 380 economic development program agreement (the "Program") with Gordon NW Village, LP. (the "Developer"). The City administers the Program of grants to the Developer for a limited time in amounts equal to a portion of City sales tax relating to certain property that would promote local economic development and stimulate business and commercial activity within the City. The Developer will provide development services for the City including finding a suitable third party to locate a retail sales center (the "Retail Sales Center") in the City and assistance with identifying a location for the Retail Sales Center, and has applied to the City under its Program for financial assistance to locate such Retail Sales Center in the City.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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REQUIRED SUPPLEMENTARY INFORMATION

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL GENERAL FUND (Page 1 of 2)

For the Year Ended September 30, 2021

	Original Budget Amounts	Final Budget Amounts	Actual Amounts	Variance with Final Budget Positive (Negative)
Revenues				
Taxes and fees:				
Ad valorem	$ 6,564,474	$ 6,564,474	$ 6,486,769	$ (77,705)
Sales	5,745,000	5,745,000	6,056,811	311,811
Franchise	580,000	580,000	520,250	(59,750)
Permits, licenses, and fees	149,700	149,700	157,390	7,690
Charges for services	365,750	365,750	418,126	52,376
Fines	1,018,000	1,018,000	854,103	(163,897)
Investment earnings	100,000	100,000	6,083	(93,917)
Intergovernmental	1,924,230	1,924,230	2,369,727	445,497
Other revenues	331,100	331,100	571,600	240,500
Total Revenues	16,778,254	16,778,254	17,440,859	662,605
Expenditures				
General government:				
Administration	698,305	698,304	647,014	51,290
Legal	2,422,615	2,422,615	2,012,509	410,106
Information technology	751,652	751,652	735,034	16,618
Purchasing	23,000	23,000	20,248	2,752
Finance	373,368	428,368	415,101	13,267
Customer service	136,085	136,085	129,919	6,166
Court	424,125	424,125	286,079	138,046
Total General Government	4,829,150	4,884,149	4,245,904	638,245
Public safety:				
Police	3,546,461	3,547,583	3,519,335	28,248
Dispatch	827,626	827,626	835,776	(8,150)
Fire	2,002,584	2,397,850	2,321,846	76,004
Total Public Safety	6,376,671	6,773,059	6,676,957	96,102
Public works:				
Public works administration	297,022	297,022	293,517	3,505
Community development	503,893	503,893	430,177	73,716
Streets	779,235	779,235	669,767	109,468
Building and grounds	370,302	370,302	320,107	50,195
Sanitation	466,926	466,926	449,470	17,456
Fleet services	511,250	511,250	514,928	(3,678)
Total Public Works	2,928,628	2,928,628	2,677,966	250,662
Parks and recreation				
Recreation	201,419	201,419	201,681	(262)
Parks	787,836	787,836	718,402	69,434
Total Parks and Recreation	989,255	989,255	920,083	69,172
Total Expenditures	15,123,704	15,575,091	14,520,910	1,054,181
Excess of Revenues Over Expenditures	1,654,550	1,203,163	2,919,949	1,716,786

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL GENERAL FUND (Page 2 of 2)

For the Year Ended September 30, 2021

	Original Budget Amounts	Final Budget Amounts	Actual Amounts	Variance with Final Budget Positive (Negative)
Other Financing Sources (Uses)				
Transfers in	$ 657,830	$ 657,830	$ 657,830	$ -
Transfers (out)	(1,425,891)	(1,425,891)	(177,693)	1,248,198
Total Other Financing Sources (Uses)	(768,061)	(768,061)	480,137	1,248,198
Net Change in Fund Balance	$ 886,489	$ 435,102	3,400,086	$ 2,964,984
Beginning fund balance			7,729,733	
Ending Fund Balance			$ 11,129,819	

Notes to Required Supplementary Information:

1. Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS

TEXAS MUNICIPAL RETIREMENT SYSTEM

For the Year Ended September 30, 2021

	Measurement Year*			
	2014	**2015**	**2016**	**2017**
Total Pension Liability				
Service cost	$ 812,970	$ 850,095	$ 872,680	$ 890,859
Interest (on the total pension liability)	1,315,698	1,369,339	1,410,647	1,497,966
Difference between expected and actual experience	(448,345)	(105,426)	(59,041)	144,265
Change of assumptions	-	198,859	-	-
Benefit payments, including refunds of employee contributions	(839,314)	(1,025,857)	(949,496)	(930,014)
Net Change in Total Pension Liability	841,009	1,287,010	1,274,790	1,603,076
Beginning total pension liability	18,808,863	19,649,872	20,936,882	22,211,672
Ending Total Pension Liability	$ 19,649,872	$ 20,936,882	$ 22,211,672	$ 23,814,748
Plan Fiduciary Net Position				
Contributions - employer	$ 679,660	$ 741,645	$ 730,340	$ 784,097
Contributions - employee	337,066	340,427	343,575	357,569
Net investment income	885,763	24,391	1,120,508	2,469,825
Benefit payments, including refunds of employee contributions	(839,314)	(1,025,857)	(949,496)	(930,014)
Administrative expense	(9,246)	(14,861)	(12,670)	(12,808)
Other	(760)	(734)	(683)	(649)
Net Change in Plan Fiduciary Net Position	1,053,169	65,012	1,231,574	2,668,021
Beginning plan fiduciary net position	15,481,567	16,534,736	16,599,748	17,831,322
Ending Plan Fiduciary Net Position	$ 16,534,736	$ 16,599,748	$ 17,831,322	$ 20,499,343
Net Pension Liability	$ 3,115,136	$ 4,337,134	$ 4,380,350	$ 3,315,405
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	84.15%	79.28%	80.28%	86.08%
Covered Payroll	$ 4,815,231	$ 4,863,246	$ 4,908,210	$ 5,108,134
Net Pension Liability as a Percentage of Covered Payroll	64.69%	89.18%	89.25%	64.90%

*Only seven years of information is currently available. The City will build this schedule over the next three-year period.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Measurement Year*		
2018	2019	2020
$ 943,869	$ 1,012,984	$ 1,060,160
1,603,724	1,656,227	1,774,115
(798,906)	44,949	76,827
-	55,925	-
(1,055,612)	(955,247)	(1,139,102)
693,075	1,814,838	1,772,000
23,814,748	24,507,823	26,322,661
$ 24,507,823	$ 26,322,661	$ 28,094,661
$ 830,647	$ 867,530	$ 883,991
386,605	412,261	440,423
(613,787)	3,096,514	1,779,138
(1,055,612)	(955,247)	(1,139,102)
(11,868)	(17,501)	(11,512)
(620)	(526)	(451)
(464,635)	3,403,031	1,952,487
20,499,343	20,034,708	23,437,739
$ 20,034,708	$ 23,437,739	$ 25,390,226
$ 4,473,115	$ 2,884,922	$ 2,704,435
81.75%	89.04%	90.37%
$ 5,522,931	$ 5,889,441	$ 6,291,750
80.99%	48.98%	42.98%

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

SCHEDULE OF CONTRIBUTIONS

TEXAS MUNICIPAL RETIREMENT SYSTEM

For the Year Ended September 30, 2021

	Fiscal Year*			
	2014	**2015**	**2016**	**2017**
Actuarially determined contribution	$ 679,002	$ 704,979	$ 737,720	$ 754,213
Contributions in relation to the actuarially determined contribution	679,002	704,979	737,720	754,213
Contribution deficiency (excess)	$ -	$ -	$ -	$ -
Covered payroll	$ 4,806,083	$ 4,700,957	$ 4,925,673	$ 4,952,460
Contributions as a percentage of covered payroll	14.13%	15.00%	14.98%	15.23%

*Only eight years of information is currently available. The City will build this schedule over the next two-year period.

Notes to Required Supplementary Information:

1. Valuation Date:

   Actuarially determined contribution rates are calculated as of December 31 and become effective in January, 13 months later.

2. Methods and Assumptions Used to Determine Contribution Rates:

Actuarial cost method	Entry age normal
Amortization method	Level percentage of payroll, closed
Remaining amortization period	24 years
Asset valuation method	10 year smoothed market; 12% soft corridor
Inflation	2.50%
Salary increases	3.50% to 11.50% including inflation
Investment rate of return	6.75%
Retirement age	Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2019 valuation pursuant to an experience study of the period December 31, 2014 to 2018.
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP. Pre-retirement: PUB(10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale UMP.

3. Other Information:

   There were no benefit changes during the year.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Fiscal Year *			
2018	2019	2020	2021
$ 825,456	$ 837,570	$ 891,645	$ 946,041
825,456	837,570	891,645	946,041
$ -	$ -	$ -	$ -
$ 5,458,931	$ 5,654,707	$ 6,262,569	$ 6,841,956
15.12%	14.81%	14.24%	13.83%

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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City of Jersey Village, Texas

SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY
TEXAS MUNICIPAL RETIREMENT SYSTEM

For the Year Ended September 30, 2021

	Measurement Year*			
	2017	**2018**	**2019**	**2020**
Total OPEB Liability				
Service cost	$ 9,195	$ 11,598	$ 11,190	$ 15,729
Interest (on the total OPEB liability)	9,251	9,446	10,314	9,986
Difference between expected and actual experience	-	(5,411)	2,169	2,554
Changes in assumptions	22,595	(20,796)	61,640	62,796
Benefit payments	(1,532)	(1,657)	(2,356)	(2,517)
Net Change in Total OPEB Liability	39,509	(6,820)	82,957	88,548
Beginning total OPEB liability	240,891	280,400	273,580	356,537
Ending Total OPEB Liability	$ 280,400	$ 273,580	$ 356,537	$ 445,085
Covered Payroll	$ 5,108,134	$ 5,522,931	$ 5,889,441	$ 6,291,750
Total OPEB Liability as a Percentage of Covered Payroll	5.49%	4.95%	6.05%	7.07%

*Only four years of information is currently available. The City will build this schedule over the next six-year period.

**Due to the SDBF being considered an unfunded OPEB plan under GASB 75, benefit payments are treated as being equal to the employer's yearly contributions for retirees.

Notes to Required Supplementary Information:

1. Valuation Date:

Actuarially determined contribution rates are calculated as of December 31 and become effective in January, 13 months later.

2. Methods and Assumptions Used to Determine Contribution Rates:

Actuarial cost method	Entry age normal
Inflation	2.50%
Salary increases	3.50% to 11.50% including inflation
Discount rate	2.75%
Administrative expenses	All administrative expenses are paid through the PTF and accounted for under reporting requirements under GASB 68.
Mortality - service retirees	2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP.
Mortality - disabled retirees	2019 Municipal Retirees of Texas Mortality Tables with a 4-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate will be applied to reflect the impairment for younger members who became disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

3. Other Information:

No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB 75 to pay benefits.

The discount rate was based on the Fidelity Index's "20-Year Municipal GO AA Index" rate as of December 31, 2020.

The actuarial assumptions used in the December 31, 2020 valuation were based on the results of an acturial experience study for the period December 31, 2014 to December 31, 2018.

There were no benefit changes during the year.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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COMBINING STATEMENTS
AND SCHEDULES

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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City of Jersey Village, Texas

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

DEBT SERVICE FUND

For the Year Ended September 30, 2021

	Original and Final Budget Amounts	Actual Amounts	Variance with Final Budget Positive (Negative)
Revenues			
Ad valorem taxes	$ 1,498,727	$ 1,446,752	$ (51,975)
Investment earnings	10,000	146	(9,854)
Total Revenues	1,508,727	1,446,898	(61,829)
Expenditures			
Debt service:			
Principal	1,245,000	1,245,000	-
Interest and fiscal agent fees	282,325	274,575	7,750
Total Expenditures	1,527,325	1,519,575	7,750
(Deficiency) of Revenues (Under) Expenditures	(18,598)	(72,677)	(54,079)
Other Financing Sources (Uses)			
Transfers in	88,418	88,418	-
Total Other Financing Sources	88,418	88,418	-
Net Change in Fund Balance	$ 69,820	15,741	$ (54,079)
Beginning fund balance		328,687	
Ending Fund Balance		$ 344,428	

Notes to Supplementary Information:

1. Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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City of Jersey Village, Texas

NONMAJOR GOVERNMENTAL FUNDS

September 30, 2021

SPECIAL REVENUE FUNDS

Special Revenue Funds are used to account for and report specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects.

Hotel Occupancy Tax Fund

This fund is used to account for activities related to the collection of the City's hotel occupancy tax.

Court Security and Technology Fees Fund

This fund accounts for activities related to collection of security and technology fees collected in the court department.

Asset Forfeiture Fund

This fund is used to account for assets forfeited or seized by the police department.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

COMBINING BALANCE SHEET

NONMAJOR GOVERNMENTAL FUNDS

September 30, 2021

	Special Revenue Funds			Total Nonmajor Governmental Funds
	Hotel Occupancy Tax	Court Security and Technology Fees	Asset Forfeiture	
Assets				
Current assets:				
Cash and equity in pooled cash and investments	$ 440,081	$ -	$ 13,860	$ 453,941
Receivables, net	11,318	-	-	11,318
Prepaid items	248	-	2,221	2,469
Due from other funds	-	30,739	-	30,739
Total Assets	$ 451,647	$ 30,739	$ 16,081	$ 498,467
Liabilities and Fund Balance				
Liabilities				
Accounts payable	$ -	$ 1,567	$ 1,040	$ 2,607
Due to other funds	345,610	-	-	345,610
Total Liabilities	345,610	1,567	1,040	348,217
Fund Balances				
Nonspendable	248	-	2,221	2,469
Restricted:				
Tourism	105,789	-	-	105,789
Public safety	-	-	12,820	12,820
Court technology	-	29,172	-	29,172
Total Fund Balances	106,037	29,172	15,041	150,250
Total Liabilities and Fund Balances	$ 451,647	$ 30,739	$ 16,081	$ 498,467

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES NONMAJOR GOVERNMENTAL FUNDS

For the Year Ended September 30, 2021

	Special Revenue Funds			Total Nonmajor Governmental Funds
	Hotel Occupancy Tax	Court Security and Technology Fees	Asset Forfeiture	
Revenues				
Occupancy tax	$ 54,338	$ -	$ -	$ 54,338
Fines	-	30,177	-	30,177
Investment earnings	125	-	10	135
Other revenue	-	-	5,482	5,482
Total Revenues	54,463	30,177	5,492	90,132
Expenditures				
Current:				
General government	17,350	-	-	17,350
Public safety	-	16,034	8,688	24,722
Total Expenditures	17,350	16,034	8,688	42,072
Excess (Deficiency) of Revenues Over (Under) Expenditures	37,113	14,143	(3,196)	48,060
Other Financing Sources (Uses)				
Transfer (out)	(19,000)	(48,830)	-	(67,830)
Total Other Financing (Uses)	(19,000)	(48,830)	-	(67,830)
Net Change in Fund Balances	18,113	(34,687)	(3,196)	(19,770)
Beginning fund balances	87,924	63,859	18,237	170,020
Ending Fund Balances	$ 106,037	$ 29,172	$ 15,041	$ 150,250

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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City of Jersey Village, Texas

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL NONMAJOR SPECIAL REVENUE FUNDS

For the Year Ended September 30, 2021

	Hotel Occupancy Tax		
	Original and Final Budget Amounts	**Actual Amounts**	**Variance with Final Budget Positive (Negative)**
Revenues			
Occupancy tax	$ 70,000	$ 54,338	$ (15,662)
Investment earnings	1,200	125	(1,075)
Total Revenues	71,200	54,463	(16,737)
Expenditures			
General government	41,900	17,350	24,550
Total Expenditures	41,900	17,350	24,550
Excess of Revenues Over Expenditures	29,300	37,113	7,813
Other Financing Sources (Uses)			
Transfers (out)	(19,000)	(19,000)	-
Total Other Financing (Uses)	(19,000)	(19,000)	-
Net Change in Fund Balance	$ 10,300	18,113	$ 7,813
Beginning fund balance		87,924	
Ending Fund Balance		$ 106,037	

Notes to Supplementary Information:

1. Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL NONMAJOR SPECIAL REVENUE FUNDS

For the Year Ended September 30, 2021

	Court Security and Technology Fees		
	Original and Final Budget Amounts	**Actual Amounts**	**Variance with Final Budget Positive (Negative)**
Revenues			
Fines	$ 41,300	$ 30,177	$ (11,123)
Expenditures			
Public safety	26,825	16,034	10,791
Excess of Revenues Over Expenditures	14,475	14,143	(332)
Other Financing Sources (Uses)			
Transfers (out)	(48,830)	(48,830)	-
Total Other Financing (Uses)	(48,830)	(48,830)	-
Net Change in Fund Balance	$ (34,355)	(34,687)	$ (332)
Beginning fund balance		63,859	
Ending Fund Balance		$ 29,172	

Notes to Supplementary Information:

1. Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL NONMAJOR SPECIAL REVENUE FUNDS

For the Year Ended September 30, 2021

	Asset Forfeiture		
	Original and Final Budget Amounts	**Actual Amounts**	**Variance with Final Budget Positive (Negative)**
Revenues			
Investment earnings	$ 100	$ 10	$ (90)
Other revenue	-	5,482	5,482
Total Revenues	100	5,492	5,392
Expenditures			
Public safety	11,700	8,688	3,012
Total Expenditures	11,700	8,688	3,012
Net Change in Fund Balance	$ (11,600)	(3,196)	$ 8,404
Beginning fund balance		18,237	
Ending Fund Balance		$ 15,041	

Notes to Supplementary Information:

1. Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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STATISTICAL SECTION

This part of the City's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and Required Supplementary Information says about the City's overall financial health.

Contents **Page**

Financial Trends 102

These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

Revenue Capacity 112

These schedules contain information to help the reader assess the City's most significant local revenue source, property tax.

Debt Capacity 122

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

Demographic and Economic Information 131

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

Operating Information 135

These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

NET POSITION BY COMPONENT

Last Ten Years

	Fiscal Year			
	2012	**2013**	**2014**	**2015**
Governmental Activities				
Net investment in capital assets	$ 23,205,799	$ 29,072,714	$ 30,316,564	$ 31,654,577
Restricted	7,298,473	3,646,658	3,329,342	2,930,096
Unrestricted	8,025,517	10,085,847	-	14,575,527
Total Governmental Activities Net Position	$ 38,529,789	$ 42,805,219	$ 33,645,906	$ 49,160,200
Business-Type Activities				
Net investment in capital assets	$ 18,085,993	$ 17,746,030	$ 17,205,752	$ 17,000,490
Unrestricted	4,422,826	5,297,596	18,541,697	6,320,937
Total Business-Type Activities Net Position	$ 22,508,819	$ 23,043,626	$ 35,747,449	$ 23,321,427
Primary Government				
Net investment in capital assets	$ 41,291,792	$ 46,818,744	$ 47,522,316	$ 48,655,067
Restricted	7,298,473	3,646,658	3,329,342	2,930,096
Unrestricted	12,448,343	15,383,443	18,541,697	20,896,464
Total Primary Government Net Position	$ 61,038,608	$ 65,848,845	$ 69,393,355	$ 72,481,627

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Fiscal Year					
2016	2017	2018	2019	2020	2021
$ 31,824,350	$ 35,856,808	$ 40,819,897	$ 51,991,503	$ 54,298,603	$ 60,860,770
2,830,414	2,549,847	1,878,602	1,231,295	1,215,263	1,223,723
18,541,697	18,930,408	19,725,575	16,720,423	17,840,968	18,738,814
$ 53,196,461	$ 57,337,063	$ 62,424,074	$ 69,943,221	$ 73,354,834	$ 80,823,307
$ 17,629,271	$ 17,347,834	$ 17,132,700	$ 18,426,266	$ 18,305,169	$ 17,672,083
6,588,580	7,104,061	7,407,323	6,604,846	6,532,426	6,995,403
$ 24,217,851	$ 24,451,895	$ 24,540,023	$ 25,031,112	$ 24,837,595	$ 24,667,486
$ 49,453,621	$ 53,204,642	$ 57,952,597	$ 70,417,769	$ 72,603,772	$ 78,532,853
2,830,414	2,549,847	1,878,602	1,231,295	1,215,263	1,223,723
25,130,277	26,034,469	27,132,898	23,325,269	24,373,394	25,734,217
$ 77,414,312	$ 81,788,958	$ 86,964,097	$ 94,974,333	$ 98,192,429	$ 105,490,793

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

CHANGES IN NET POSITION

Last Ten Years

	Fiscal Year			
	2012	**2013**	**2014**	**2015**
Expenses				
Governmental activities				
General government	$ 1,979,509	$ 1,744,782	$ 1,741,875	$ 1,683,153
Public safety	5,221,610	5,029,549	4,840,944	5,075,686
Public works	2,929,708	2,399,621	2,447,946	2,916,512
Parks and recreation	163,273	158,351	225,551	119,532
Interest and fiscal agent fees on long-term debt	850,924	797,826	703,579	719,422
Total Governmental Activities Expenses	11,145,024	10,130,129	9,959,895	10,514,305
Business-type activities				
Water and sewer	3,040,413	2,838,464	2,612,155	2,571,317
Golf course	1,649,470	1,662,206	1,716,718	1,775,044
Total Business-Type Activities Expenses	4,689,883	4,500,670	4,328,873	4,346,361
Total Primary Government Expenses	$ 15,834,907	$ 14,630,799	$ 14,288,768	$ 14,860,666
Program Revenues				
Governmental activities				
Charges for services				
Public safety	$ 3,090,178	$ 2,881,707	$ 1,431,320	$ 1,100,279
Parks and recreation	212,593	272,562	363,058	509,817
Operating grants and contributions	609,286	750,143	1,063,628	1,897,233
Total Governmental Activities Program Revenues	3,912,057	3,904,412	2,858,006	3,507,329
Business-type activities				
Charges for services				
Water and sewer	3,894,131	4,092,417	4,000,806	4,150,845
Golf course	1,466,549	1,435,975	1,333,700	1,187,249
Total Business-Type Activities Program Revenues	5,360,680	5,528,392	5,334,506	5,338,094
Total Primary Government Program Revenues	$ 9,272,737	$ 9,432,804	$ 8,192,512	$ 8,845,423
Net (Expense)/Revenue				
Governmental activities	$ (7,232,967)	$ (6,225,717)	$ (7,101,889)	$ (7,006,976)
Business-type activities	670,797	1,027,722	1,005,633	991,733
Total Primary Government Net Expense	$ (6,562,170)	$ (5,197,995)	$ (6,096,256)	$ (6,015,243)

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Fiscal Year					
2016	2017	2018	2019	2020	2021
$ 1,529,880	$ 3,683,493	$ 3,399,058	$ 3,169,452	$ 4,639,473	$ 4,198,327
4,593,094	4,386,395	4,748,633	4,903,199	5,420,766	6,291,020
5,338,993	3,430,767	4,792,733	2,992,310	6,920,041	4,969,271
651,178	581,277	519,638	717,655	891,452	911,063
648,442	491,413	439,389	307,289	315,625	252,869
12,761,587	12,573,345	13,899,451	12,089,905	18,187,357	16,622,550
3,049,180	3,512,761	3,638,432	3,148,578	3,905,511	4,208,227
1,743,055	1,873,377	1,900,360	2,135,470	2,114,531	2,048,846
4,792,235	5,386,138	5,538,792	5,284,048	6,020,042	6,257,073
$ 17,553,822	$ 17,959,483	$ 19,438,243	$ 17,373,953	$ 24,207,399	$ 22,879,623
$ 1,111,375	$ 1,188,568	$ 1,181,524	$ 1,292,758	$ 905,598	$ 1,041,670
462,972	285,291	238,846	1,240,337	122,932	413,335
980,511	1,313,987	3,552,993	1,433,555	4,408,579	6,986,834
2,554,858	2,787,846	4,973,363	3,966,650	5,437,109	8,441,839
4,595,167	4,518,707	4,670,098	4,496,215	4,739,888	4,754,704
1,196,934	1,281,283	1,387,282	1,500,228	1,829,037	1,830,549
5,792,101	5,799,990	6,057,380	5,996,443	6,568,925	6,585,253
$ 8,346,959	$ 8,587,836	$ 11,030,743	$ 9,963,093	$ 12,006,034	$ 15,027,092
$ (10,206,729)	$ (9,785,499)	$ (8,926,088)	$ (8,123,255)	$ (12,750,248)	$ (8,180,711)
999,866	413,852	518,588	712,395	548,883	328,180
$ (9,206,863)	$ (9,371,647)	$ (8,407,500)	$ (7,410,860)	$ (12,201,365)	$ (7,852,531)

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

CHANGES IN NET POSITION (Continued)

Last Ten Years

	Fiscal Year			
	2012	**2013**	**2014**	**2015**
General Revenues and Other Changes in Net Position				
Governmental activities				
Taxes and fees				
Ad valorem taxes	$ 5,511,884	$ 6,146,643	$ 6,269,652	$ 6,899,774
Sales taxes	3,035,624	2,998,515	3,282,372	3,333,531
Franchise fees and local taxes	666,253	673,888	674,027	635,236
Investment earnings	20,768	17,834	6,346	14,733
Other revenues	134,121	169,946	258,962	173,688
Transfers	438,718	494,321	1,188,206	110,781
Total Governmental Activities	9,807,368	10,501,147	11,679,565	11,167,743
Business-type activities				
Investment earnings	2,069	1,406	1,037	2,295
Transfers	(438,718)	(494,321)	(1,188,206)	(110,781)
Total Business-Type Activities	(436,649)	(492,915)	(1,187,169)	(108,486)
Total Primary Government	$ 9,370,719	$ 10,008,232	$ 10,492,396	$ 11,059,257
Change in Net Position				
Governmental activities	$ 2,574,401	$ 4,275,430	$ 4,577,676	$ 4,160,767
Business-type activities	234,148	534,807	(181,536)	883,247
Total Primary Government	$ 2,808,549	$ 4,810,237	$ 4,396,140	$ 5,044,014

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Fiscal Year					
2016	2017	2018	2019	2020	2021
$ 8,216,808	$ 8,047,479	$ 7,631,592	$ 8,008,209	$ 7,914,769	$ 7,927,764
4,932,020	4,625,417	4,769,278	5,977,528	6,262,714	6,056,811
636,178	615,525	610,312	560,994	549,938	520,250
76,726	185,333	473,167	581,169	223,431	12,214
262,531	236,105	251,130	162,480	421,222	631,420
118,727	216,242	481,440	352,022	789,787	500,725
14,242,990	13,926,101	14,216,919	15,642,402	16,161,861	15,649,184
15,285	36,434	86,947	130,716	47,387	2,436
(118,727)	(216,242)	(481,440)	(352,022)	(789,787)	(500,725)
(103,442)	(179,808)	(394,493)	(221,306)	(742,400)	(498,289)
$ 14,139,548	$ 13,746,293	$ 13,822,426	$ 15,421,096	$ 15,419,461	$ 15,150,895
$ 4,036,261	$ 4,140,602	$ 5,290,831	$ 7,519,147	$ 3,411,613	$ 7,468,473
896,424	234,044	124,095	491,089	(193,517)	(170,109)
$ 4,932,685	$ 4,374,646	$ 5,414,926	$ 8,010,236	$ 3,218,096	$ 7,298,364

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

FUND BALANCES, GOVERNMENTAL FUNDS

Last Ten Years

	Fiscal Year			
	2012	**2013**	**2014**	**2015**
General Fund				
Nonspendable	$ -	$ -	$ 674	$ -
Restricted	24,297	24,875	31,012	39,109
Unassigned	5,770,244	7,886,398	10,018,365	12,697,557
Total General Fund	$ 5,794,541	$ 7,911,273	$ 10,050,051	$ 12,736,666
All Other Governmental Funds				
Nonspendable	$ -	$ -	$ 2,221	$ 2,221
Restricted				
Capital project funds	4,204,651	5,001	-	7,549,019
Debt service funds	450,332	474,716	500,482	463,977
Special revenue funds	2,579,531	3,141,766	2,793,875	2,554,137
Assigned				
Capital projects funds	-	-	1,116,824	840,778
Total All Other Governmental Funds	$ 7,234,514	$ 3,621,483	$ 4,413,402	$ 11,410,132

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Fiscal Year					
2016	2017	2018	2019	2020	2021
$ 4,853	$ 259	$ 259	$ 259	$ 259	$ 3,475
61,587	79,447	95,468	115,444	134,397	146,886
14,441,008	17,275,139	16,521,110	8,101,748	7,595,077	10,979,458
$ 14,507,448	$ 17,354,845	$ 16,616,837	$ 8,217,451	$ 7,729,733	$ 11,129,819
$ 3,276	$ 2,469	$ 2,469	$ 2,469	$ 2,469	$ 2,469
4,521,659	3,669,948	634,352	74,229	426,593	-
456,038	441,734	393,737	331,179	328,687	344,428
2,312,789	2,028,666	1,389,397	784,672	752,179	732,409
3,008,415	966,776	2,826,617	7,891,610	9,409,107	4,150,960
$ 10,302,177	$ 7,109,593	$ 5,246,572	$ 9,084,159	$ 10,919,035	$ 5,230,266

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

CHANGES IN FUND BALANCES, GOVERNMENTAL FUNDS

Last Ten Years

	Fiscal Year			
	2012	**2013**	**2014**	**2015**
Revenues				
Taxes	$ 9,596,403	$ 9,861,843	$ 10,389,401	$ 11,007,424
Permits, licenses, and fees	131,129	133,471	131,473	172,065
Charges for services	212,593	272,562	363,058	509,817
Fines and forfeitures	2,959,049	2,748,236	1,299,847	928,214
Investment earnings	17,212	14,235	5,041	12,526
Intergovernmental	609,286	750,143	1,063,628	1,897,233
Other revenues	58,474	112,545	181,063	62,786
Total Revenues	13,584,146	13,893,035	13,433,511	14,590,065
Expenditures				
General government	1,771,567	1,711,971	1,765,524	1,911,015
Public safety	4,975,131	5,270,514	4,876,359	4,856,290
Public works	5,303,688	6,171,265	2,323,893	3,760,747
Parks and recreation	530,295	552,260	556,575	587,791
Capital outlay	264,013	13,425	-	-
Debt service				
Principal	1,235,000	1,405,000	1,495,000	1,050,000
Interest and fiscal fees	1,032,575	759,220	673,669	577,906
Paid to escrow agent for current bond refunding	135,000	-	-	-
Total Expenditures	15,247,269	15,883,655	11,691,020	12,743,749
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,663,123)	(1,990,620)	1,742,491	1,846,316
Other Financing Sources (Uses)				
Sale of capital assets	6,615	-	-	-
Transfers in	7,353,718	560,397	2,025,025	625,341
Transfers out	(6,915,000)	(66,076)	(836,819)	(514,560)
Proceeds paid to escrow agent	(9,382,129)	-	-	-
Issuance of debt	9,050,000	-	-	8,000,000
Premium on debt issued	492,088	-	-	-
Total Other Financing Sources (Uses)	605,292	494,321	1,188,206	8,110,781
Net Change in Fund Balances	$ (1,057,831)	$ (1,496,299)	$ 2,930,697	$ 9,957,097
Debt service as a percentage of noncapital expenditures	19.30%	21.94%	19.97%	14.87%

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Fiscal Year					
2016	2017	2018	2019	2020	2021
$ 13,878,811	$ 13,367,966	$ 13,195,464	$ 14,601,658	$ 14,595,723	$ 14,564,920
203,454	180,908	126,564	116,748	116,342	157,390
397,070	259,218	238,846	1,240,337	122,932	418,126
907,921	1,007,660	1,054,960	1,176,010	789,256	884,280
63,057	155,039	408,902	476,131	177,145	9,693
980,511	1,313,987	3,552,993	1,433,555	4,408,579	5,137,101
168,790	156,624	90,731	84,206	359,259	577,082
16,599,614	16,441,402	18,668,460	19,128,645	20,569,236	21,748,592
3,513,200	3,553,380	3,555,860	12,450,129	4,679,739	4,263,254
4,560,262	4,829,164	5,185,533	5,524,631	5,967,550	6,701,679
4,867,383	5,668,902	4,049,980	3,747,071	6,868,668	11,133,409
623,509	554,607	779,801	803,985	977,633	920,083
-	-	-	-	-	-
1,765,000	1,875,000	7,710,000	1,180,000	1,210,000	1,245,000
782,639	521,778	469,755	336,650	308,275	274,575
-	-	-	-	-	-
16,111,993	17,002,831	21,750,929	24,042,466	20,011,865	24,538,000
487,621	(561,429)	(3,082,469)	(4,913,821)	557,371	(2,789,408)
-	-	-	-	-	-
2,029,632	578,913	10,600,678	6,472,762	3,697,172	746,248
(1,910,905)	(362,671)	(10,119,238)	(6,120,740)	(2,907,385)	(245,523)
(7,281,990)	-	-	-	-	-
6,710,000	-	-	-	-	-
628,469	-	-	-	-	-
175,206	216,242	481,440	(4,561,799)	789,787	500,725
$ 662,827	$ (345,187)	$ (2,601,029)	$ (9,475,620)	$ 1,347,158	$ (2,288,683)
19.45%	19.39%	41.08%	6.83%	8.74%	8.80%

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

TAX REVENUES BY SOURCE, GOVERNMENTAL ACTIVITIES

Last Ten Years

(modified accrual basis of accounting)

Function	Fiscal Year 2012	2013	2014	2015
Ad valorem taxes	$ 5,825,494	$ 6,132,039	$ 6,355,103	$ 6,927,755
Sales taxes	3,035,624	2,998,515	3,282,372	3,333,531
Franchise fees	666,253	673,888	674,027	635,236
Other	69,032	57,401	77,899	110,902
Totals	$ 9,596,403	$ 9,596,403	$ 9,861,843	$ 11,007,424

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Fiscal Year					
2016	2017	2018	2019	2020	2021
$ 8,216,872	$ 8,047,543	$ 7,655,475	$ 7,984,862	$ 7,721,108	$ 7,933,521
4,932,020	4,625,417	4,769,278	5,977,528	6,262,714	6,056,811
636,178	615,525	610,312	560,994	549,938	520,250
93,741	79,481	160,399	78,274	61,963	54,338
$ 13,878,811	$ 13,367,966	$ 13,195,464	$ 14,601,658	$ 14,595,723	$ 14,564,920

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

ASSESSED VALUE AND ACTUAL VALUE OF TAXABLE PROPERTY

Last Ten Years

	Fiscal Year			
	2012	**2013**	**2014**	**2015**
Residential property	$ 491,833,349	$ 496,740,074	$ 520,849,850	$ 556,078,428
Commercial property	195,666,311	204,473,889	224,196,999	242,011,499
Other	254,734,037	252,948,984	284,337,338	279,381,642
Less: Tax exempt property	(161,049,212)	(138,212,692)	(176,397,106)	(149,483,522)
Total Taxable Assessed Value (1)	$ 781,184,485	$ 815,950,255	$ 852,987,081	$ 927,988,047
Total Direct Tax Rate	$ 0.74250	$ 0.74250	$ 0.74250	$ 0.74250

Source: Harris County Certified / Uncertified Tax Roll

(1) Property is assessed at actual value, therefore, the assessed values are equal to actual value.
Tax rates are per $100 of assessed value.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Fiscal Year					
2016	2017	2018	2019	2020	2021
$ 609,105,279	$ 657,487,846	$ 697,956,307	$ 716,831,184	$ 721,153,724	$ 764,803,559
254,969,262	268,838,386	280,814,558	296,336,420	312,527,948	322,466,429
436,409,458	378,991,944	267,381,542	274,421,586	288,860,243	288,690,142
(187,496,940)	(202,797,027)	(203,955,593)	(207,287,908)	(275,262,666)	(278,642,135)
$ 1,112,987,059	$ 1,102,521,149	$ 1,042,196,814	$ 1,080,301,282	$ 1,047,279,249	$ 1,097,317,995
$ 0.74250	$ 0.74250	$ 0.74250	$ 0.74250	$ 0.74250	$ 0.72347

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

PROPERTY TAX RATES - DIRECT AND OVERLAPPING GOVERNMENTS

Last Ten Years

	Fiscal Year			
	2012	**2013**	**2014**	**2015**
City of Jersey Village by fund:				
General	$ 0.46259	$ 0.48566	$ 0.49415	$ 0.58252
Debt service	0.27991	0.25684	0.24835	0.15998
Total Direct Rates	$ 0.74250	$ 0.74250	$ 0.74250	$ 0.74250
Cypress-Fairbanks Independent School District	$ 1.43000	$ 1.45000	$ 1.45000	$ 1.44000
Harris County	0.40021	0.40021	0.41455	0.41731
Harris County Flood Control District	0.02809	0.02809	0.02827	0.02736
Port of Houston Authority	0.01952	0.01952	0.01716	0.01531
Harris County Hospital District	0.18216	0.18216	0.17000	0.17000
Harris County Department of Education	0.00662	0.00662	0.00636	0.00600
Lone Start College System	-	0.11600	0.10810	0.10790
Total Direct and Overlapping Rates (1)	$ 2.80910	$ 2.94510	$ 2.93694	$ 2.92638

Tax rates are per $100 of assessed valuation
Source: Harris County Appraisal District

(1) Overlapping rates are those of local and county governments that apply within the City of Jersey Village.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Fiscal Year					
2016	2017	2018	2019	2020	2021
$ 0.52635	$ 0.53148	$ 0.53058	$ 0.61640	$ 0.60612	$ 0.59139
0.21615	0.21102	0.21192	0.12610	0.13638	0.13207
$ 0.74250	$ 0.74250	$ 0.74250	$ 0.74250	$ 0.74250	$ 0.72346
$ 1.44000	$ 1.44000	$ 1.44000	$ 1.37000	$ 1.37000	$ 1.35550
0.41923	0.41801	0.41858	0.40713	0.40713	0.39116
0.28290	0.28310	0.02877	0.27920	0.27920	0.03142
0.01334	0.01256	0.01155	0.10740	0.10740	0.00991
0.17179	0.17110	0.17108	0.16591	0.16591	0.16671
0.00520	0.00520	0.00519	0.00500	0.00500	0.00499
0.10780	0.10780	0.10780	0.10780	0.10780	0.10780
$ 3.18276	$ 3.18027	$ 2.92547	$ 3.18494	$ 3.18494	$ 2.79095

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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City of Jersey Village, Texas

PRINCIPAL PROPERTY TAXPAYERS

Current Year and Nine Years Ago

	2021			2012		
Property Taxpayer	**Taxable Assessed Value**	**Rank**	**% of Taxable Assessed Value**	**Taxable Assessed Value**	**Rank**	**% of Taxable Assessed Value**
Prologis	$ 83,303,731	1	7.59%	$ 41,079,853	2	5.26%
11011 Pleasant LLC	57,107,741	2	5.20%	34,206,780	4	4.38%
GWR Trails CC Owner LLC**	36,517,349	3	3.33%	22,210,100	5	2.84%
Trails Rock Creek Holdings LP	26,619,058	4	2.43%	13,752,789	8	1.76%
BHA Real Estate Holdings LLC	24,784,277	5	2.26%	-	N/A	-
Gordon NW Village LP	24,236,988	6	2.21%	-	N/A	-
Sonic LS Chevrolet	19,583,660	7	1.78%	16,087,323	6	2.06%
Joe Myers Automotive, LLC*	17,292,167	8	1.58%	40,994,662	3	5.25%
NNN Auto Owner II, LLC	15,641,673	9	1.43%	-	N/A	-
Joe Myers Ford II, LLC	14,319,395	10	1.30%	-	N/A	-
Goodman Manufacturing Corp.	-	N/A	-	58,344,200	1	7.47%
Baceline Value Fund I	-	N/A	-	15,273,582	7	1.96%
National Oilwell Inc	-	N/A	-	13,058,960	9	1.67%
Car Son LMC LP	-	N/A	-	12,893,313	10	1.65%
Subtotal	319,406,039		29.11%	267,901,562		34.29%
Other Taxpayers	777,911,956		70.89%	513,282,923		65.71%
Total	$ 1,097,317,995		100.00%	$ 781,184,485		100.00%

Source: Harris County Tax Assessor-Collector's records.

* Joe Myers Ford and Joe Myers Automotive LLC values were included Joe Myers Dealership
**GWR Trails CC Owner LLC was previously Beeler Sanders V LTD

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

PROPERTY TAX LEVIES AND COLLECTIONS

Last Ten Years

	Fiscal Year			
	2012	**2013**	**2014**	**2015**
Tax levy	$ 5,800,295	$ 6,058,430	$ 6,306,997	$ 6,890,311
Current tax collected*	5,746,879	6,014,066	6,288,377	6,837,787
Percentage of current tax collections	99.08%	99.27%	99.70%	99.24%
Net collections and refunds in subsequent years**	39,664	31,352	1,601	25,743
Total Tax Collections	$ 5,786,543	$ 6,045,418	$ 6,289,978	$ 6,863,530
Total collections as a percentage of current levy	99.76%	99.79%	99.73%	99.61%

Source: Harris County Tax Assessor-Collector

* Collected within the year of the levy.
** Collected or refunded in subsequent years of the levy.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Fiscal Year					
2016	2017	2018	2019	2020	2021
$ 8,265,028	$ 8,185,070	$ 7,738,311	$ 8,021,237	$ 7,776,048	$ 8,147,586
8,225,760	7,731,341	7,700,027	7,970,669	7,672,971	7,933,521
99.52%	94.46%	99.51%	99.37%	98.67%	97.37%
38,018	(95,859)	(78,328)	(83,530)	-	-
$ 8,263,778	$ 7,635,482	$ 7,621,699	$ 7,887,139	$ 7,672,971	$ 7,933,521
99.98%	93.29%	98.49%	98.33%	98.67%	97.37%

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

RATIOS OF OUTSTANDING DEBT BY TYPE

Last Ten Years

	Fiscal Year			
	2012	**2013**	**2014**	**2015**
Primary Government				
Governmental Activities:				
General obligation bonds	$ 18,900,000	$ 17,770,000	$ 16,570,000	$ 15,830,000
Certificates of obligation	880,000	605,000	310,000	8,000,000
Capital leases	229,511	777,534	396,073	-
Premium on bonds	634,591	586,559	538,527	490,495
Total Primary Government	$ 20,644,102	$ 19,739,093	$ 17,814,600	$ 24,320,495
Personal Income	$ 346,330,800	$ 346,330,800	$ 347,500,000	$ 348,000,000
Debt as a Percentage of Personal Income	5.96%	5.70%	5.13%	6.99%
Population	7,785	7,862	7,901	7,898
Debt Per Capita	$ 2,652	$ 2,511	$ 2,255	$ 3,079

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Fiscal Year					
2016	2017	2018	2019	2020	2021
$ 14,440,000	$ 13,320,000	$ 12,175,000	$ 10,995,000	$ 9,785,000	$ 8,540,000
7,320,000	6,565,000	-	-	-	-
-	-	-	-	-	-
925,134	830,728	736,321	646,096	555,871	465,646
$ 22,685,134	$ 20,715,728	$ 12,911,321	$ 11,641,096	$ 10,340,871	$ 9,005,646
$ 349,000,000	$ 378,195,480	$ 410,008,680	$ 410,008,680	$ 544,610,844	$ 554,636,341
6.50%	5.48%	3.15%	2.84%	1.90%	1.62%
7,928	7,929	7,970	7,992	8,017	7,921
$ 2,861	$ 2,613	$ 1,620	$ 1,457	$ 1,290	$ 1,137

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

RATIOS OF GENERAL BONDED DEBT OUTSTANDING

Last Ten Years

	Fiscal Year			
	2012	**2013**	**2014**	**2015**
Net Taxable Assessed Value				
All property	$ 781,184,485	$ 815,950,255	$ 852,987,081	$ 927,988,047
Net Bonded Debt				
Gross bonded debt	$ 20,009,511	$ 19,152,534	$ 17,276,073	$ 23,830,000
Less debt service funds	(450,332)	(474,716)	(500,482)	(463,978)
Net Bonded Debt	$ 19,559,179	$ 18,677,818	$ 16,775,591	$ 23,366,022
Ratio of Net Bonded Debt To Assessed Value	2.50%	2.29%	1.97%	2.52%
Population	7,785	7,862	7,901	7,898
Net Bonded Debt Per Capita	$ 2,512	$ 2,376	$ 2,123	$ 2,958

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Fiscal Year					
2016	2017	2018	2019	2020	2021
$ 1,112,987,059	$ 1,102,521,149	$ 1,042,196,814	$ 1,080,301,282	$ 1,047,279,249	$ 1,097,317,995
$ 21,760,000	$ 22,685,134	$ 12,911,321	$ 11,641,096	$ 10,340,871	$ 8,540,000
(456,038)	(441,734)	(393,737)	(331,179)	(328,687)	(344,428)
$ 21,303,962	$ 22,243,400	$ 12,517,584	$ 11,309,917	$ 10,012,184	$ 8,195,572
1.91%	2.02%	1.20%	1.05%	0.96%	0.75%
7,928	7,929	7,970	7,992	8,017	7,921
$ 2,687	$ 2,805	$ 1,571	$ 1,415	$ 1,249	$ 1,035

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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City of Jersey Village, Texas

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT

For the Year Ended September 30, 2021

Governmental Unit	Net Bonded Debt Outstanding	Estimated Percentage Applicable (1)	Estimated Share of Overlapping Debt
Debt Repaid with Property Taxes			
Cypress-Fairbanks Independent School District	$ 3,107,910,000	1.355%	$ 42,112,181
Harris County	2,004,118,885	0.391%	7,839,311
Harris County Department of Education	20,749,607	0.005%	1,077
Lone Star College District	563,955,000	0.108%	607,943
Harris County Flood Control District	713,005,000	0.031%	224,026
Port of Houston Authority	564,149,000	0.010%	55,907
Harris County Hospital District	-	0.167%	-
Subtotal, overlapping debt	6,973,887,492		50,840,446
City Direct Debt	$ 9,005,646	100.000%	9,005,646
Total Direct and Overlapping Debt			$ 59,846,092

Source: Various governmental units mentioned above

(1) Estimated Percentage Applicable obtained from Municipal Advisory Council of Texas.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

PLEDGED-REVENUE COVERAGE

Last Ten Years

	Fiscal Year			
	2012	**2013**	**2014**	**2015**
Gross Revenues (1)	$ 3,895,964	$ 4,093,684	$ 4,001,738	$ 4,152,908
Operating Expenses (2)	$ 2,750,154	$ 2,608,672	$ 2,356,645	$ 2,728,013
Net Revenues Available for Debt Service	$ 1,145,810	$ 1,485,012	$ 1,645,093	$ 1,424,895
Debt Service Requirements (3)				
Principal	$ -	$ -	$ -	$ -
Interest	-	-	-	-
Total	$ -	$ -	$ -	$ -
Coverage	0.00	0.00	0.00	0.00

(1) Total revenues including interest, excluding tap fees
(2) Total operating expenses less depreciation
(3) Includes revenue bonds only

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Fiscal Year					
2016	2017	2018	2019	2020	2021
$ 4,595,167	$ 4,518,707	$ 4,670,098	$ 4,496,215	$ 4,739,888	$ 4,754,704
$ 2,655,492	$ 2,974,499	$ 3,079,683	$ 2,646,874	$ 3,211,814	$ 3,616,160
$ 1,939,675	$ 1,544,208	$ 1,590,415	$ 1,849,341	$ 1,528,074	$ 1,138,544
$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-
$ -	$ -	$ -	$ -	$ -	$ -
0.00	0.00	0.00	0.00	0.00	0.00

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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City of Jersey Village, Texas

DEMOGRAPHIC AND ECONOMIC STATISTICS

Fiscal Year Ended Sep. 30	Population (1)	Personal Income (4)	Per Capita Personal Income	Median Age	School Enrollment (2)	Unemployment Rate (3)
2012	7,785	$ 346,330,800	$ 45,272	32.7	4,300	6.9%
2013	7,862	$ 346,330,800	$ 44,051	37.8	4,400	6.2%
2014	7,901	$ 347,500,000	$ 43,982	37.8	4,500	5.0%
2015	7,898	$ 348,000,000	$ 44,062	39.0	4,500	4.9%
2016	7,928	$ 349,000,000	$ 46,000	43.6	4,600	4.9%
2017	7,929	$ 378,195,480	$ 47,304	44.7	4,650	4.1%
2018	7,970	$ 410,008,680	$ 51,444	38.3	4,677	3.9%
2019	7,992	$ 476,083,440	$ 59,570	38.5	4,690	3.2%
2020	8,017	$ 544,610,844	$ 67,932	39.0	5,000	9.6%
2021	7,921	$ 554,636,341	$ 70,021	39.0	4,155	5.6%

Data sources:
(1) Bureau of the Census
(2) The school enrollment reflects enrollment in schools located within the City limits.
(3) Texas Workforce Commission
(4) Personal income is available on www.clrsearch.com/Jersey-Village-Demographics/TX.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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City of Jersey Village, Texas

PRINCIPAL EMPLOYERS

Current Year and Nine Years Ago

	2021			2012		
Employer	**Employees**	**Rank**	**Percentage of Total City Employment**	**Employees**	**Rank**	**Percentage of Total City Employment**
Jersey Village High School	306	1	7.02%	270	2	8.96%
Joe Myers Toyota	180	2	4.13%	272	1	9.03%
Joe Myers Ford	178	3	4.08%	195	4	6.47%
Sonic-LS Chevrolet	159	4	3.65%	200	3	6.64%
Sam's East, Inc.	155	5	3.56%	165	5	5.47%
City of Jersey Village	153	6	3.51%	144	6	4.78%
Post Elementary School	118	7	2.71%	102	9	3.38%
Foundry Methodist	68	8	1.56%	132	7	4.38%
CEMEX	54	9	1.24%	-	N/A	-
Champion Forest Baptist Church - JV	37	10	0.85%	44	10	1.46%
Joe Myers Mazda	-	N/A	-	111	8	3.68%
Total	1,408		32.29%	1,635		54.25%

Source: Personnel department of each employer above

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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City of Jersey Village, Texas

FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES BY FUNCTION

Last Ten Years

	Fiscal Year									
	2012	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**
General Fund:										
Administrative										
Administration	3	3	3	3	3	2	2	2	2	2
Information Technology	2	2	2	2	2	2	3	3	3	3
Municipal Court	4	4	4	4	4	4	4	4	3	3
City Secretary	1	1	1	1	1	1	1	1	1	1
Finance	4	4	4	4	4	4	4	4	4	4
Public Safety										
Police	28	30	30	30	30	30	29	29	29	30
Fire	6	6	6	6	6	6	6	6	6	10
Communications	7	7	7	7	7	7	7	9	9	9
Public Works										
Administration	2	2	2	2	2	2	2	2	2	2
Streets	3	3	3	3	3	3	3	3	3	3
Community Development	4	4	4	4	4	4	4	4	4	5
Fleet Services	2	2	2	2	2	2	2	2	2	2
Parks and Recreation										
Parks	7	8	8	8	8	8	9	10	10	9
General Fund Total	73	76	76	76	76	75	76	79	78	83
Enterprise Fund:										
Water and Sewer	5	5	5	5	5	5	5	5	5	5
Golf Course	13	13	13	13	13	13	13	13	13	13
Enterprise Fund Total	18	18	18	18	18	18	18	18	18	18
Special Revenue Fund:										
Police	2	2	1	1	-	1	1	1	1	1
Special Revenue Fund Total	2	2	1	1	-	1	1	1	1	1
Total City Positions	93	96	95	95	94	94	95	98	97	102

NOTES:

Around 20-35 temporary and seasonal employees are hired during the summer months as pool personnel and front desk personnel. This count is not reflected above.

On-call firefighters (9) are not included.

Source of full-time employee equivalent: The City's payroll processing software.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

OPERATING INDICATORS BY FUNCTION

Last Ten Years

	Fiscal Year			
	2012	**2013**	**2014**	**2015**
Function/Program				
Police				
Physical arrests	814	1153	778	849
Parking violations	82	30	20	47
Traffic violations	11,074	11,489	9,553	9,702
Fire				
Calls for service	1,634	1,615	1,216	1,123
Water				
Service calls	1,634	1,716	2,014	211
Water main breaks	15	12	4	2
Average daily consumption (thousands of gallons)	1368.0	1478.0	1285.0	1285.0
Total consumption (thousands of gallons)	499.5	539.6	469.2	469.2
Peak daily consumption (thousands of gallons)	3.9	3.6	4.9	4.9
Sewer				
Average daily sewage treatment (thousands of gallons)	0.2	0.2	0.3	0.3
Peak daily consumption (thousands of gallons)	0.5	0.5	0.5	0.8

Source: Various City departments

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Fiscal Year					
2016	2017	2018	2019	2020	2021
1034	919	803	715	418	466
32	26	37	20	17	20
11,687	7,455	11,624	12,282	8,540	4,529
1,188	1,312	1,360	1,248	1,303	1,514
1,641	2,295	1,989	1,511	996	1,049
4	6	2	3	12	15
1265.0	1194.0	1056.0	1224.0	1194.0	1194.0
461.8	466.4	378.9	449.5	311.8	311.8
3.2	1.8	3.2	3.2	1.8	1.8
0.3	0.3	0.4	0.7	0.8	0.8
0.8	0.8	0.5	0.9	1.1	1.1

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

CAPITAL ASSET STATISTICS BY FUNCTION

Last Ten Years

	Fiscal Year			
	2012	**2013**	**2014**	**2015**
Function/Program				
Police				
Stations	1	1	1	1
Patrol units	16	16	16	16
Fire				
Stations	1	1	1	1
Volunteers	32	33	33	40
Other public works				
Streets (miles - centerlines)	29.6	29.6	29.6	29.6
Streetlights	47	47	47	47
Traffic signals	11	11	11	11
Parks and recreation				
Parks	4	4	4	4
Parks acreage	53.65	53.65	53.65	53.65
Swimming pools	1	1	1	1
Water				
Water wells	4	4	4	4
Water mains (miles)	36.6	36.6	36.6	36.6
Fire hydrants	466	468	468	468
Storage capacity (thousands of gallons)	2,550	2,550	2,550	2,550
Sewer				
Sanitary sewers (miles)	36.2	36.2	36.2	36.2
Storm sewers (miles)	21.7	21.7	21.7	21.7
Treatment capacity (thousands of gallons)	800	800	800	800

Source: Various City departments

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Fiscal Year					
2016	2017	2018	2019	2020	2021
1	1	1	1	1	1
16	16	16	16	16	16
1	1	1	1	1	1
43	34	31	35	37	22
29.6	29.6	29.6	29.6	29.6	29.6
47	47	47	47	47	47
11	11	11	11	11	11
4	4	4	4	4	4
53.65	53.65	53.65	53.65	53.65	53.65
1	1	1	1	1	1
4	4	4	4	3	3
36.6	35.8	35.8	35.8	35.8	35.8
468	455	455	455	455	455
2,550	2,550	2,550	2,550	2,550	2,550
36.2	35.2	35.2	35.2	35.2	35.2
21.7	20.7	20.7	20.7	20.7	20.7
800	800	800	800	800	800

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

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CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

CITY OF JERSEY VILLAGE
A TEXAS STAR COMMUNITY

16327 Lakeview Dr. Jersey Village, TX 77040

EXHIBT B

2021 City of Jersey Village
Single Audit Reports

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

SINGLE AUDIT REPORTS

City of Jersey Village, Texas

For the Year Ended
September 30, 2021

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

SINGLE AUDIT REPORTS

For the Year Ended September 30, 2021

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CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

AUDITING TEXAS GOVERNMENTS WITH EXCELLENCE

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and
City Council Members of the
City of Jersey Village, Texas:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Jersey Village, Texas (the "City"), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated March 15, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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AICPA GAQC Member

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

BELT HARRIS PECHACEK, LLLP

Belt Harris Pechacek, LLLP
Certified Public Accountants
Houston, Texas
March 15, 2022

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

AUDITING TEXAS GOVERNMENTS WITH EXCELLENCE

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE, AND THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

To the Honorable Mayor and
City Council Members of the
City of Jersey Village, Texas:

Report on Compliance for Each Major Federal Program

We have audited the City of Jersey Village, Texas' (the "City") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2021. The City's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

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AICPA GAQC Member

Opinion on Each Major Federal Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2021.

Report on Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City, as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We have issued our report thereon dated March 15, 2022, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

BELT HARRIS PECHACEK, LLLP

Belt Harris Pechacek, LLLP
Certified Public Accountants
Houston, Texas
March 15, 2022

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

For the Year Ended September 30, 2021

No prior findings.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

For the Year Ended September 30, 2021

A. SUMMARY OF AUDIT RESULTS

1. The auditors' report expresses an unmodified opinion on the basic financial statements of the City.

2. No material weaknesses or significant deficiencies in internal control were disclosed by the audit of the financial statements.

3. No instances of noncompliance material to the basic financial statements were disclosed during the audit.

4. No material weaknesses or significant deficiencies in internal control over major federal award programs were disclosed by the audit.

5. The auditors' report on compliance for the major federal award programs expresses an unmodified opinion.

6. No audit findings relative to the major federal award programs for the City are reported in Part C of this schedule.

7. The programs included as major programs included:

AL Number	Program Title
14.228	Community Development Block Grant
97.039	Hazard Mitigation Grant Programs

8. The threshold for distinguishing Type A and B programs was $750,000.

9. The City did not qualify as a low-risk auditee in the context of Uniform Guidance.

B. FINDINGS – BASIC FINANCIAL STATEMENTS AUDIT

None

C. FINDINGS – FEDERAL AWARDS

None

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Year Ended September 30, 2021

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal AL Number	Pass-through Entity Identifying Number	Federal Expenditures
U.S. DEPARTMENT OF HOMELAND SECURITY			
Pass-through Texas General Land Office:			
Emergency Protective Measures Disaster Grant	97.036	EM-3540-TX	$ 56,410
Pass-through Texas Department of Emergency Management:			
Hazard Mitigation Grant Programs	97.039	DR-3540-TX	2,078,632
Pass-through Texas Water Development Board:			
Flood Mitigation Assistance	97.029	1700012330	912,467
TOTAL U.S. DEPARTMENT OF HOMELAND SECURITY			3,047,509
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			
Pass-through Texas General Land Office:			
Community Development Block Grant	14.228	B-16-DL-48-0001	1,292,043
TOTAL U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			1,292,043
TOTAL FEDERAL AWARDS EXPENDED			$ 4,339,552

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

City of Jersey Village, Texas

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Year Ended September 30, 2021

1. BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (SEFA) includes the federal grant activity of the City. The information in the SEFA is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance"). Therefore, some amounts presented in the SEFA may differ from amounts presented in, or used in the preparation of, the basic financial statements.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the SEFA are reported on the modified accrual basis of accounting. These expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the SEFA, if any, represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

3. INDIRECT COST RATE

The City elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

4. DONATED PERSONAL PROTECTIVE EQUIPMENT (UNAUDITED)

During the emergency period of COVID-19, federal agencies and recipients of federal assistance funds donated personal protective equipment (PPE) to non-federal entities. In connection with that donation, the recipient must disclose the estimated value of the donated PPE, but such amounts are not included in the SEFA. The City did not receive any donated PPE during the reporting year.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

AUDITING TEXAS GOVERNMENTS WITH EXCELLENCE

Required Auditor Disclosure Letter

To the Honorable Mayor and
City Council Members of the
City of Jersey Village, Texas:

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Jersey Village, Texas, (the "City"), as of and for the year ended September 30, 2021. Professional standards require that we provide the City Council (the "governing body") with information about our responsibilities under generally accepted auditing standards(and, if applicable, *Government Auditing Standards* and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit.

I. Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated September 10, 2021, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with the governing body's oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve the governing body or management of its responsibilities.

II. Planned Scope and Timing of the Audit

We performed the audit according to the planned scope and timing previously communicated to management in our engagement letter September 10, 2021.

III. Significant Audit Findings

1. Qualitative Aspects of Accounting Practices

A. Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in the notes to the financial statements. No new accounting policies used by the City are described in the notes to the financial statements. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

B. Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

> Management's estimate of the useful lives of capital assets is based on industry standards relating to capital assets. We evaluated the key factors and assumptions used to develop the useful lives of capital assets in determining that they are reasonable in relation to the financial statements taken as a whole.
>
> Estimates are used in the calculation of the pension liability and the required annual contribution. The Texas Municipal Retirement System (TMRS) hires a licensed actuary to make key assumptions and to perform calculations, as well as an independent auditor to review those assumptions and calculations. We evaluated the reasonableness of the employee data provided by the City to TMRS.

C. The disclosures in the financial statements are neutral, consistent, and clear. Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements was:

> The disclosure of long-term debt in the financial statements is significant to financial statement users because it discloses the City's long-term financial obligations.

2. Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

3. Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. The attached schedule summarizes both material and immaterial misstatements detected as a result of our audit procedures.

4. Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

5. Management Representations

We have requested certain representations from management that are included in the management representation letter dated March 15, 2022.

6. Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

7. Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

IV. Other Matters

We applied certain limited procedures to the Required Supplementary Information (RSI), as identified on the table of contents, which supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on supplementary information, as identified on the table of contents, which accompanies the financial statements but is not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory and statistical sections, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

V. Restrictions on Use

This information is intended solely for the use of the Mayor, City Council, and management and is not intended to be, and should not be, used by anyone other than these specified parties.

BELT HARRIS PECHACEK, LLLP

Belt Harris Pechacek, LLLP
Certified Public Accountants
Houston, Texas

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Client: ***City of Jersey Village, Texas***
Engagement: ***4.1 - Jersey Village 09/30/21***
Period Ending: ***9/30/2021***
Trial Balance: ***2.2.01 - TB***
Workpaper: ***2.5.06 - Adjusting Journal Entries Report***

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries JE # 1		**J.01**		
Immaterial adjustment to rollforward the beginning fund balance.				
01-10-9899	MISCELLANEOUS		1,867.00	
02-40-9899	MISCELLANEOUS		4,927.00	
05-55-9601	INTEREST EARNED		1.00	
11-80-9601	INTEREST EARNED		2.00	
01-0-2100	UNASSIGN PRIOR YR FUND BALANCE			1,867.00
02-0-2100	FUND BALANCE			4,927.00
05-0-2100	FUND BALANCE			1.00
11-0-2100	PRIOR YEAR FUND BALANCE			2.00
Total			**6,797.00**	**6,797.00**
Adjusting Journal Entries JE # 2		**C.04**		
Reclass entry to remove negative cash.				
01-0-1412	DUE TO COURT FEE FUND		64,620.42	
12-0-0001	CASH		64,620.42	
01-0-0001	CASH			64,620.42
12-0-0401	DUE FROM GENERAL FUND			64,620.42
Total			**129,240.84**	**129,240.84**
Adjusting Journal Entries JE # 3		**C.05**		
Reclass entry to correct interfund transfers and payments to the internal service fund.				
01-12-9772	TECHNOLOGY USER FEES		116,253.00	
01-21-9772	TECHNOLOGY USER FEE		99,150.00	
02-45-9751	TRANSFER TO GENERAL FUND		590,000.00	
07-71-9815	INSURANCE PROCEEDS/GRANTS		116,253.00	
01-10-9750	CRIME CONTROL DISTRICT REIMB.			99,150.00
01-10-9899	MISCELLANEOUS			116,253.00
02-45-9791	EQUIPMENT USER FEE			590,000.00
07-71-9740	GF COMP. EQUIP. USER FEE			116,253.00
Total			**921,656.00**	**921,656.00**
Adjusting Journal Entries JE # 4		**E.01a**		
To record prior year reversal of expenditures and current year accounts payable.				
01-0-1010	ACCOUNTS PAYABLE		12,223.00	
02-0-1010	ACCOUNTS PAYABLE		78,234.88	
10-0-1010	ACCOUNTS PAYABLE		10,288.00	
01-39-6516	PARKS & LANDSCAPING PROJS			12,223.00
02-45-5017	UTILITIES			32,074.49
02-45-5019	W.O.B. DISPOSAL-O&M CONTR			46,160.39
10-91-7105	PARK IMPROVEMENTS			10,288.00
Total			**100,745.88**	**100,745.88**
Adjusting Journal Entries JE # 5		**E.01a**		
To record the whole pay app for construction.				
13-95-7013	WALL STREET NEIGHBORHOOD		565,221.58	
13-0-1010	ACCOUNTS PAYABLE			565,221.58
Total			**565,221.58**	**565,221.58**
Adjusting Journal Entries JE # 6		**E.01a**		
Reclass entry to remove debit accounts payable balance.				
05-0-1410	DUE TO CAPITAL IMPROVEMENT FD		4,390.27	
10-0-1499	DUE TO DISBURSEMENT FUND		4,390.27	
05-0-1499	DUE TO DISBURSEMENT FUND			4,390.27
10-0-0405	DUE FROM MOTEL TAX FUND			4,390.27
Total			**8,780.54**	**8,780.54**
Adjusting Journal Entries JE # 7		**E.02 Tab 2**		
To record fine revenue that was withheld in in liability account during the year that was earned by yearend.				
01-0-1213	STATE COSTS/FEES PAYABLE		195,161.68	
01-10-8001	FINES			195,161.68
Total			**195,161.68**	**195,161.68**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Client: ***City of Jersey Village, Texas***
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Period Ending: ***9/30/2021***
Trial Balance: ***2.2.01 - TB***
Workpaper: ***2.5.06 - Adjusting Journal Entries Report***

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries JE # 8		**E.05**		
To record retainage payable.				
13-95-7013	WALL STREET NEIGHBORHOOD		436,998.06	
13-95-7035	GOLF COURSE BERM		149,832.32	
13-0-1230	RETAINAGE PAYABLE			586,830.38
Total			**586,830.38**	**586,830.38**
Adjusting Journal Entries JE # 9		**C.02**		
To correct sales tax revenue and receivables.				
01-0-0100	SALES TAX RECEIVABLE		132,915.32	
50-0-0100	SALES TAX RECEIVABLE		43,967.85	
01-10-7621	CITY SALES TAX			87,900.68
01-10-7622	SALES TX-RED. PROPERTY TX			45,014.64
50-10-7623	SALES TX-CRIME CONTROL			43,967.85
Total			**176,883.17**	**176,883.17**
Adjusting Journal Entries JE # 10		**C.01**		
Reclass entry to reconcile property tax receivables to collection rollforward.				
01-0-0107	P & I RECEIVABLE		405.10	
01-0-0114	A/R PROP. TAXES		100.34	
01-0-1301	DEFERRED REVENUE		630.04	
03-0-0107	P & I RECEIVABLE		330.12	
03-0-0118	ALLOWANCE- PROPERTY TAXES		1.99	
01-0-0117	ALLOWANCE - P & I			8.11
01-0-0118	ALLOWANCE-PROPERTY TAXES			1,127.37
03-0-0114	A/R TAXES			99.62
03-0-0117	ALLOWANCE- P &I			6.60
03-0-1301	DEFERRED REVENUE			225.89
Total			**1,467.59**	**1,467.59**
Adjusting Journal Entries JE # 11		**C.09**		
Reclass entry to adjust EMS accounts receivable and allowance.				
01-0-0102	AMBULANCE FEES RECEIVABLE		178,881.61	
01-0-0116	ALLOWANCE-AMBURLANCE AR			178,881.61
Total			**178,881.61**	**178,881.61**
Adjusting Journal Entries JE # 12		**C.04**		
Entry obtained from client to fix amounts owed to funds.				
01-0-0450	DUE FROM CC&P		475,000.00	
01-12-9761	TRANSFER TO GOLF FUND		177,693.37	
07-0-1301	DEFERRED REVENUE		475,000.00	
11-0-0401	DUE FROM GENERAL FUND		177,693.37	
01-0-1411	DUE TO GOLF COURSE			177,693.37
01-0-1702	DEFERRED REVENUE			475,000.00
07-0-0410	DUE FROM CAP. IMPR. FUND			475,000.00
11-80-9751	TRANSFER FROM GENERAL FUND			177,693.37
Total			**1,305,386.74**	**1,305,386.74**
Adjusting Journal Entries JE # 13		**SA1.03**		
To report grant revenues, receivables, and reverse grant deferred revenues.				
10-0-0110	Miscellaneous Receivables		743,915.14	
10-0-1301	DEFERRED REVENUE		168,552.15	
13-0-0110	MISC ACCOUNTS RECEIVABLE		183,787.56	
13-0-0110	MISC ACCOUNTS RECEIVABLE		468,007.75	
13-0-0110	MISC ACCOUNTS RECEIVABLE		1,369,481.39	
13-70-9901	HMGP GRANT		1,369,481.39	
10-90-9905	FY 17 - FEMA GRANT HOME ELEV			168,552.15
10-90-9906	FY18 FEMA Grant Home			743,915.14
13-0-1301	Deferred Revenue			146,287.56
13-0-1301	Deferred Revenue			1,369,481.39
13-70-9901	HMGP GRANT			1,369,481.39
13-70-9908	CDBG - GRANT			183,787.56
13-70-9908	CDBG - GRANT			321,720.19
Total			**4,303,225.38**	**4,303,225.38**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Client: ***City of Jersey Village, Texas***
Engagement: ***4.1 - Jersey Village 09/30/21***
Period Ending: ***9/30/2021***
Trial Balance: ***2.2.01 - TB***
Workpaper: ***2.5.06 - Adjusting Journal Entries Report***

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries JE # 14		**D.01**		
To adjust allowance for doubtful accounts for utility billing receivables.				
02-0-0115	ACCRUED FOR DOUBTFUL ACCTS		114,311.65	
02-40-8541	WATER SERVICE			72,413.15
02-40-8542	SEWER SERVICE			41,898.50
Total			**114,311.65**	**114,311.65**
Adjusting Journal Entries JE # 15		**H.01**		
Adjustment for accumulated depreciation and disposal of capital assets.				
02-45-5499	DEPRECIATION EXPENSE		675,617.08	
07-0-0324	FURN, FIXTURE & EQUIP		0.43	
07-0-0333	ACCUM DEPRE- VEHICLES		182,274.12	
07-72-5499	DEPRECIATION EXPENSE		615,590.10	
07-73-5499	DEPRECIATION EXPENSE		134,109.00	
11-81-5499	DEPRECIATION EXPENSE		7,990.00	
11-82-5499	DEPRECIATION EXPENSE		66,702.69	
96-20-6100	DEPRECIATION PUBLIC SAFETY		270,434.00	
96-20-6101	DEPRECIATION PKS & RECREATION		102,554.00	
96-20-6102	DEPRECIATION GENERAL GOVT		56,804.00	
96-20-6103	DEPRECIATION PUBLIC WORKS		900,462.00	
02-0-0324	EQUIPMENT O/T AUTOS			2,492.08
02-0-0331	ACCUM DEP - INFRASTRUCTURE			326,960.00
02-0-0332	ACCUM DEP-IMP O/T BLDGS.			152,793.00
02-0-0334	ACCUM DEP-EQUIPMENT			193,372.00
07-0-0323	AUTOMOTIVE EQUIPMENT			527,045.23
07-0-0325	OTHER EQUIPMENT			4,300.03
07-0-0334	ACCUM DEPRE-FURN, FIX & EQIP			218,125.39
07-0-0354	ALLOW FOR DEPRECIATION-EQUIPT			182,503.00
11-0-0321	BUILDING & IMPROVEMENTS			369.68
11-0-0322	IMPROVEMENT O/T BLDGS.			
11-0-0331	ACCUM DEPRECIATION-BLDGS/IMPRO			23,135.00
11-0-0332	ACC DEPR OTHER IMPROVEMENTS			44,241.01
11-0-0334	ACCUM DEPRE-EQUIPMENT			6,947.00
96-0-0321	IMPROVEMENTS O/T BLDGS			480.00
96-0-0324	FURNITURE/FIXTURES/EQUIPT			1,383.00
96-0-0331	ACCUM. DEPRE. BUILDING & IMPR.			348,834.00
96-0-0334	ACCUM DEPRE. FURNITURE & EQUIP			282,430.00
96-0-0337	ACCU DEPR. INFRASTURCTURE			697,127.00
Total			**3,012,537.42**	**3,012,537.42**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Client: ***City of Jersey Village, Texas***
Engagement: ***4.1 - Jersey Village 09/30/21***
Period Ending: ***9/30/2021***
Trial Balance: ***2.2.01 - TB***
Workpaper: ***2.5.06 - Adjusting Journal Entries Report***

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries JE # 16		**H.01**		
To record capital asset additions.				
02-0-0320	LAND		0.02	
02-0-0321	INFRASTRUCTURE		0.22	
02-0-0322	IMPROVEMENTS O/T BLDGS.		6,799.55	
02-0-0324	EQUIPMENT O/T AUTOS		11,686.00	
02-0-0325	CONSTRUCTION IN PROGRESS		58,408.00	
07-0-0323	AUTOMOTIVE EQUIPMENT		457,490.00	
07-0-0324	FURN, FIXTURE & EQUIP		319,026.00	
07-0-0325	OTHER EQUIPMENT		50,466.00	
11-0-0321	BUILDING & IMPROVEMENTS		40,330.00	
11-0-0324	EQUIPMENT O/T VEHICLES		0.27	
96-0-0321	IMPROVEMENTS O/T BLDGS		560,979.00	
96-0-0324	FURNITURE/FIXTURES/EQUIPT		296,345.00	
96-0-0325	CONSTRUCTION IN PROGESS		6,146,133.73	
02-45-4041	WATER SYSTEM MAINTENANCE			37,899.79
02-45-4045	SEWER PLANT MAINTENANCE			9,194.00
02-46-7080	AUTOCNTRL-SCADA			29,800.00
07-72-6572	SPECIAL EQUIPMENT			50,466.00
07-72-6580	VEHICLES			457,489.00
07-72-6586	GROUNDS & MAINT. EQUIP			85,031.00
07-73-6573	COMPUTER EQUIPMENT			233,996.00
11-0-0320	LAND			
11-87-7010	CAPITAL IMPROVEMENT			40,330.27
96-0-0320	LAND			
96-0-0327	INFRASTUCTURE			
96-20-6002	CAP OUTLAY ELIM GENERAL GOVNMT			
96-20-6003	CAP OUTLAY ELIM PUBLIC WORKS			6,933,406.56
96-20-6004	CAP OUTLAY ELIM PUBLIC SAFETY			37,461.92
96-20-6005	CAP OUTLAY ELIM PARK & REC			32,589.25
Total			**7,947,663.79**	**7,947,663.79**
Adjusting Journal Entries JE # 17		**F.05**		
To record opening balance for pension and OPEB activity in the water and sewer fund.				
02-0-0351	DEFERRED OUTFLOWS pensions		62,359.47	
02-0-0356	DEFERRED OUTFLOWS OPEB		8,507.00	
02-0-1800	NET PENSION LIABILITY		51,870.92	
02-0-0352	DEFERRED INFLOWS Pension			68,354.55
02-0-0361	DEFERRED INFLOWS OPEB			2,511.00
02-0-1850	NET OPEB LIABILITY			51,871.00
02-45-3500	Pension Expense			0.84
Total			**122,737.39**	**122,737.39**
Adjusting Journal Entries JE # 18		**F.05**		
To record changes in pension activity in the water and sewer fund.				
02-0-0351	DEFERRED OUTFLOWS pensions		6,593.00	
02-0-0352	DEFERRED INFLOWS Pension		32,398.00	
02-0-1800	NET PENSION LIABILITY		21,698.00	
02-45-3500	Pension Expense			60,689.00
Total			**60,689.00**	**60,689.00**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Client: ***City of Jersey Village, Texas***
Engagement: ***4.1 - Jersey Village 09/30/21***
Period Ending: ***9/30/2021***
Trial Balance: ***2.2.01 - TB***
Workpaper: ***2.5.06 - Adjusting Journal Entries Report***

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries JE # 19		**F.06**		
To record changes in OPEB activity.				
02-0-0356	DEFERRED OUTFLOWS OPEB		4,621.00	
02-0-0361	DEFERRED INFLOWS OPEB		585.00	
02-45-3500	Pension Expense		5,437.00	
02-0-1850	NET OPEB LIABILITY			10,643.00
Total			**10,643.00**	**10,643.00**
Adjusting Journal Entries JE # 20		**G.01**		
To increase inventory for the inventory not used.				
11-0-0151	INVENTORY-MERCHANDISE		33,784.08	
11-81-3401	MERCHANDISE			33,784.08
Total			**33,784.08**	**33,784.08**
Adjusting Journal Entries JE # 21		**J.03**		
To increase restriction for public broadcasting.				
01-0-2100	UNASSIGN PRIOR YR FUND BALANCE		13,122.23	
01-0-2226	RESTRICTED 1% CABLE FRANCH FEE			13,122.23
Total			**13,122.23**	**13,122.23**

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

AUDITING TEXAS GOVERNMENTS WITH EXCELLENCE

Management Letter

March 15, 2022

To the Honorable Mayor and
City Council Members of the
City of Jersey Village, Texas:

The American Institute of Certified Public Accountants Statement on Auditing Standards No. 115, *Communicating Internal Control Related Matters Identified in an Audit* (SAS 115), provides guidance to auditors on communicating internal control matters to management and the governing body, board of directors, or equivalent body.

It is important to note when reviewing findings reported within this letter that classification of the findings is based on the definitions required by SAS 115 as further discussed below. Please note that these classifications are based on the potential impact to the financial statements, not necessarily the likelihood of actual loss to the City. Accordingly, the City's assessment of the "significance" or ranking of severity will likely be substantially different based on a number of factors including, but not limited to, its assessment of risk and the cost benefit of making the change.

Our report is as follows:

In planning and performing our audit of the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Jersey Village, Texas (the "City") as of and for the year ended September 30, 2021, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing our auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. There is a new pronouncement we would like to bring to your attention.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis.

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our findings and additional comments are as follows:

Future Matters That May Subsequently Warrant Attention:

2021.001 – IMPLEMENTATION OF GASB STANDARD NO. 87 – LEASES

Background

Governmental Accounting Standards Board Statement 87 (GASB 87), *Leases*, is effective for the year ending September 30, 2022 and, accordingly, the City has less than one year to implement GASB 87. GASB 87 essentially requires that all leases that finance the right to use an underlying asset should be reported on the balance sheet for both the lessor and lessee. Unlike many new accounting standards, GASB 87 may require preplanning and changes in the way the City does business. Implementation of GASB 87 will generally require centralized lease document management; in-depth review of lease documents; recording and tracking of multiple data points per lease, which may necessitate new software based on the volume of leases; and development of new controls, reconciliations, and policies and procedures.

Recommendation

The City needs to begin making initial assessments immediately to determine the lead time and resources needed. The City needs to identify all leases as both the lessor (leasing to someone-landlord-receivable) and lessee (leasing from someone-tenant-payable) in which the term initially exceeded 12 months. Based on the aggregate value of leases and materiality, the City should determine a cutoff for exclusion of insignificant leases. Based on the implementation items noted above, new software may be required. The City should establish the goal of being fully implemented 60 days prior to year end to provide for a sufficient buffer to safeguard against delay in issuing the City's September 30, 2022 financial statements.

This communication is intended solely for the information and use of management, City Council, and others within the City, and is not intended to be, and should not be, used by anyone other than these specified parties.

We would like to thank the City Council and the City's management for their cooperation during the course of our audit. Please feel free to contact us at your convenience to discuss this report or any other concerns that you may have.

BELT HARRIS PECHACEK, LLLP

Belt Harris Pechacek, LLLP
Certified Public Accountants
Houston, Texas

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST

AGENDA DATE: March 21, 2022 **AGENDA ITEM:** G2

AGENDA SUBJECT: Consider Ordinance No. 2022-11, amending the Comprehensive Zoning Ordinance of the city, by granting Jersey Village Lifestyle, Ltd., a Specific Use Permit (the "Specific Use Permit") to allow the operation of an Assisted Living and Memory Care Center on a tract of land located within the city limits at 9300 Savile Lane, Jersey Village, Texas, 77040, and in "Zoning District G"; providing requirements and conditions for the Specific Use Permit; containing findings and other provisions relating to this Ordinance; providing a penalty in an amount not to exceed two thousand dollars ($2,000) for violations hereof; providing for severability; and, providing an effective date.

Department/Prepared By: Lorri Coody, City Secretary **Date Submitted:** March 8, 2022

EXHIBITS: Ordinance No. 2022-11
Chief Bitz Memo with Attachments
City Attorney Memo – Additional Conditions

BACKGROUND INFORMATION:

The Planning and Zoning Commission met on January 10, 2022 to discuss and take appropriate action regarding the request of Vernon R. Young (Managing General Partner of 9300 Savile, LLC) filed on behalf of Jersey Village Lifestyle Ltd. (Applicant) for a specific use permit (SUP) to allow the operation of an Assisted Living and Memory Care Center on a tract of land located at 9300 Savile, Jersey Village, TX 77040 within the city limits in zoning District G. The Commission submitted its preliminary report to Council on January 17, 2022, and a Joint Public Hearing was conducted on February 21, 2022.

After the Joint Public Hearing, the Commission presented its final report with the recommendation that City Council grant the SUP to allow the operation of an Assisted Living and Memory Care Center within the city limits in zoning District G.

In receiving the Commission's recommendation, the City Council discussed the following topics concerning an approval of a SUP for this facility:

1. The projected number of emergency calls for this type of facility.
2. The constrains placed upon our emergency services and the cost to taxpayers.
3. The difference between transport services and emergency care services.
4. The constraints that come with a Type B State License.
5. The option to add a condition that the facility must contract for ambulance services.
6. The proposed management company for this facility.
7. Impact fees.
8. The size of the facility compared to the neighboring Manor Senior Living Apartments.
9. The use of the land and any liability to the City should the SUP be denied.
10. The number of similar facilities located near Jersey Village.

In completing their discussion, the Council directed Staff to bring back the following information:

1. The particulars of a Type B State License.
2. The projected number of emergency calls for this type of facility based upon the numbers experienced by like facilities in the State and in the surrounding area.
3. Additional conditions that may be added to the Specific Use Permit.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

RECOMMENDED ACTION:

MOTION: To approve Ordinance No. 2022-11, amending the Comprehensive Zoning Ordinance of the city, by granting Jersey Village Lifestyle, Ltd., a Specific Use Permit (the "Specific Use Permit") to allow the operation of an Assisted Living and Memory Care Center on a tract of land located within the city limits at 9300 Savile Lane, Jersey Village, Texas, 77040, and in "Zoning District G"; providing requirements and conditions for the Specific Use Permit; containing findings and other provisions relating to this Ordinance; providing a penalty in an amount not to exceed two thousand dollars ($2,000) for violations hereof; providing for severability; and, providing an effective date.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

ORDINANCE NO. 2022-11

AN ORDINANCE OF THE CITY OF JERSEY VILLAGE, TEXAS (THE "CITY"), AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, BY GRANTING JERSEY VILLAGE LIFESTYLE, LTD., A SPECIFIC USE PERMIT (THE "SPECIFIC USE PERMIT") TO ALLOW THE OPERATION OF AN ASSISTED LIVING AND MEMORY CARE CENTER ON A TRACT OF LAND LOCATED WITHIN THE CITY LIMITS AT 9300 SAVILE LANE, JERSEY VILLAGE, TEXAS, 77040, AND IN "ZONING DISTRICT G"; PROVIDING REQUIREMENTS AND CONDITIONS FOR THE SPECIFIC USE PERMIT; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THIS ORDINANCE; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED TWO THOUSAND DOLLARS ($2,000) FOR VIOLATIONS HEREOF; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Jersey Village Lifestyle, Ltd. (the "Owner") owns a 2.8831 acre tract of land (the "Property") situated within the corporate limits of the City of Jersey Village, Texas ("the City"), with the Property being more particularly described as Lot 2, Block 5 of the Northwest Station, Section 2, and with a street address of 9300 Savile Lane, Jersey Village, Texas, 77040; and

WHEREAS, the Property presently has a zoning classification of District G pursuant to the comprehensive zoning ordinance of the City; and

WHEREAS, the Owner has made an application to the City for a Specific Use Permit for Multifamily Housing for Senior Citizens for the purpose of operating an Assisted Living and Memory Care Center at the Property as authorized by the City's comprehensive zoning ordinance (the "Specific Use Permit"); and

WHEREAS, the Planning and Zoning Commission (the "Commission") and the City Council (the "Council") of the City have, in the time and manner and after the notice required by law, conducted a public hearing on such request for the Specific Use Permit; and

WHEREAS, the Council has received the final written recommendation of the Commission; and

WHEREAS, the Council wishes to approve such request and, **NOW THEREFORE;**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE:

SECTION 1. THAT the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct and are incorporated herein for all intents and purposes.

SECTION 2. THAT the Specific Use Permit for use of the Property as an Assisted Living and Memory Care Center, subject to the terms and conditions set forth below, is hereby granted to the Owner and shall include any successor in interest of the Property.

SECTION 3. THAT the Official Zoning District Map of the City shall be revised and amended to show the Specific Use authorized hereby for the Property as provided herein, with the appropriate references thereon to the number and effective date of this Ordinance and a brief description of the nature of the Specific Use authorized.

SECTION 4. THAT the Specific Use Permit granted hereby shall be null and void after the expiration of two (2) years from the date of adoption of this Ordinance unless the Property is being

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

used in accordance with the Specific Use Permit herein granted or unless an extension of time is approved by City Council.

SECTION 5. THAT the Specific Use authorized and permitted hereby shall be, and is, subject to the following additional limitations, restrictions, and conditions:

a) Landscaping must include one (1) tree every thirty feet (30') for the rear buffer-yard adjacent to Zone "C". Each tree will be a minimum of three (3) caliper inches at the time of planting.
b) All outdoor lighting must be compliant with Dark Skies standards – shielded and 3k or lower color temperature.
c) A cedar or masonry fence that is eight feet (8') tall must be erected along the entire rear property line adjacent to Zone "C".
d) The Owner must obtain a "Type B" License for the proposed use from the appropriate State of Texas licensing authority (the "License") before this use contemplated under this Specific Use Permit is allowed to begin on the Property.
e) The Owner must provide annual evidence to the City Council that the License has been reviewed by the appropriate State of Texas licensing authority and that the License remains in effect for all intents and purposes in order for this Specific Use Permit to continue to be effective. If the Owner fails to provide sufficient evidence to the City Council that the License has been reviewed by the appropriate State of Texas licensing authority and remains in effect, then this Specific Use Permit shall immediately be revoked, and the use authorized under this Specific Use Permit shall cease.

SECTION 6. THAT any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed two thousand dollars ($2,000). Each day of violation shall constitute a separate offense.

SECTION 7. THAT in the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and, the 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 8. THAT this Ordinance, and the Specific Use Permit granted hereby, shall become effective upon Jersey Village Lifestyle, Ltd. furnishing to the City a copy of an owner's policy of title insurance showing title in the Property in Jersey Village Lifestyle, Ltd.'s name.

PASSED, APPROVED, AND ADOPTED this 21st day of March 2022.

BOBBY WARREN, MAYOR

ATTEST:

Lorri Coody, City Secretary

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Jersey Village Fire Department
16501 Jersey Drive Jersey Village, TX 77040
713-466-2130 Facsimile 713-466-2151

MEMO

To: Jersey Village City Council

From: Mark Bitz, Fire Chief

RE: Type B – Assisted Living Facitlities Requested Information

Dear Mayor and Council,

Attached you will find a brochure provided by the Department of State Health Services (DSHS) which outlines Assisted Living Centers and the type of facilities licensed by DSHS. In the brochure, they indicate Type A, B and C Facilities and distinguish the difference in each.

I've attached Type B facilities in Cy-Fair Fire Department response district in zip codes 77095, 77064 and 77065. There is 11 in this zip code range, but Cyfair was only able to provide numbers for nine of them. They were able to provide response numbers for the last three years to each one of those facilities.

Finally, I attached the regulations from DSHS that each faciltity must follow to be licensed.

We attempted to gather information from Mr. Vernon Young(Applicant) regarding the Nursing Management Company to which he plans to use. We could not get hold of this company to verify facilties they managed. Mr. Vernon Young also confirmed that he could not get hold of them and was completely shocked. This was the same company he had planned to use in his 2014 application for the same memory care facility. Mr. Young informed me on Friday March 11, 2022 that his team was working to identify a new nursing management company and would get back to us with this when they found the right company. He hoped to have that information to me by Monday March 13, but that information has not been provided. Hopefully, he can provide this information to us before the March council meeting and we can provide an update at that meeting.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

What are personal care services?

40 TAC §92.2

Personal care services means:

- assistance with feeding, dressing, moving, bathing, or other personal needs or maintenance; or
- general supervision or oversight of the physical and mental well-being of a person who needs assistance to maintain a private and independent residence in the facility or who needs assistance to manage his or her personal life, regardless of whether a guardian has been appointed for the person.

TEXAS Department of Aging and Disability Services

Texas Department of Aging and Disability Services

Complaint Hotline

1-800-458-9858

Find and compare Texas facilities
www.dads.state.tx.us

ADDITIONAL RESOURCES

Texas LTC Ombudsman Program

Advocate for residents

Information, assistance, complaints

1-800-252-2412

www.dads.state.tx.us

Texas Department of Family and Protective Services

Adult Protective Services

Abuse, neglect, and financial exploitation in the community

1-800-252-5400

www.dfps.state.tx.us

Texas Office of the Attorney General

Medicaid fraud control

1-800-252-8011

www.oag.state.tx.us

Texas Department of Aging and Disability Services
www.dads.state.tx.us
DADS Media Services 11P154 * December 2010
Publication No. 191

Assisted Living Facility Information

An assisted living facility is an option for those who can no longer live in their homes or who choose not to.

This brochure explains the variety of assisted living facilities available in Texas, who they care for, and the services they provide.

Texas Department of Aging and Disability Services

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

What is an assisted living facility?

40 TAC §92.11

An assisted living facility is an establishment that:

(A) furnishes, in one or more facilities, food and shelter to four or more persons who are unrelated to the proprietor of the establishment;

(B) provides:

(i) personal care services;

(ii) administration of medication by a person licensed or otherwise authorized in this state to administer the medication; or

(iii) services described in clauses (i) and (ii) of this subparagraph; and

(C) may provide assistance with or supervision of the administration of medication.

What types of assisted living facilities are there?

40 TAC §92.3

A **Type A** facility may care for residents who are physically and mentally capable of evacuating the facility unassisted, do not require routine attendance during sleeping hours, and are capable of following directions in an emergency.

A **Type B** facility may care for residents who may require staff assistance to evacuate, are incapable of following directions under emergency conditions, require staff attendance during nighttime sleeping hours, and require assistance transferring to and from a wheelchair.

A **Type C** facility is a four-bed facility that meets minimum standards for enrollment with DADS as an adult foster care facility.

Assisted living facilities are regulated under the

Texas Heath and Safety Code, Chapter 247 and Texas Administrative Code(TAC), Title 40, Part I, Chapter 92.

Who are typical assisted living residents?

40 TAC §92.6

Assisted living residents may:

(1) exhibit symptoms of mental or emotional disturbance, but are not considered at risk of imminent harm to self or others;

(2) need assistance with movement;

(3) require assistance with bathing, dressing, and grooming;

(4) require assistance with routine skin care, such as application of lotions or treatment of minor cuts and burns;

(5) need reminders to encourage toilet routine and prevent incontinence;

(6) require temporary services by professional personnel;

(7) need assistance with medications, supervision of self-medication, or administration of medication;

(8) require encouragement to eat or monitoring due to social or psychological reasons of temporary illness;

(9) be hearing impaired or speech impaired;

(10) be incontinent without pressure sores;

(11) require an established therapeutic diet;

(12) require self-help devices; and

(13) need assistance with meals, which may include feeding.

Apex Oaks at Cypress, LLC
13702 Wimbledon Oaks Dr
Houston, TX 77065
41 beds
Alzheimer - Yes
Calls for service per year –
2019 – 34
2020 – 43
2021 - 67

Lamie's Angel
10050 West Road
Houston, TX 77064
16 Beds
Alzheimer – No
Calls for service per year –
2019 – 0
2020 – 0
2021 - 0

Avista Home
11703 Echo Spring Lane
Houston, TX 77065
11 beds
Alzheimer – No
Calls for service per year –
2019 – 11
2020 – 28
2021 - 30

Comfort Care Assisted Living LLC
13106 Bexhill Drive
Houston, TX 77065
7 beds
Alzheimer – No
Calls for service per year –
2019 – 5
2020 – 2
2021 - 5

Elmcroft of Cy-Fair
11246 Fallbrook
Houston, TX 77065
120 beds
Alzheimer – No
Calls for service per year –
2019 – 38
2020 – 91
2021 - 102

Morada Cy-Fair
11500 Fallbrook Dr.
Houston, TX 77065
135 beds
Alzheimer – No
Calls for service per year –
2019 – 64
2020 – 39
2021 - 33

Addington Place of Cy-Fair
17801 West Road
Houston, TX 77095
46 beds
Alzheimer – Yes
Calls for service per year –
2019 – 39
2020 – 33
2021 - 37

Autumn Grove - Copperfield
8524 Copperbrook Dr
Houston, TX 77095
16 beds
Alzheimer – Yes
Calls for service per year –
2019 – 8
2020 – 3
2021 - 8

Beehive Homes of Cypress Texas, LLC
16220 West Road
Houston, TX 77095
16 beds
Alzheimer – No
Calls for service per year –
2019 – 0
2020 – 0
2021 - 8

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Licensing Standards for Assisted Living Facilities Handbook

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LS-ALF, Subchapter A, Introduction

Revision 18-2

§92.1 Purpose and Application

(a) The purpose of this chapter is to establish:

(1) the criteria and application procedure for licensing an assisted living facility;

(2) the licensing standards with which an assisted living facility must comply and that serve as a basis for licensure inspections, including:

(A) operation and resident care standards; and

(B) facility construction standards;

(3) the inspections and investigations DADS may conduct as a regulatory authority; and

(4) enforcement actions DADS may take against an assisted living facility.

(b) This chapter applies to an assisted living facility licensed or subject to being licensed in accordance with Texas Health and Safety Code, Chapter 247. Assisted living services are driven by a philosophy that emphasizes personal dignity and autonomy to age in place in a residential setting while receiving increasing or decreasing levels of services as the persons needs change.

§92.2 Definitions

The following words and terms, when used in this chapter, have the following meaning, unless the context clearly indicates otherwise.

(1) Abuse —

(A) for a person under 18 years of age who is not and has not been married or who has not had the disabilities of minority removed for general purposes, the term has the meaning in Texas Family Code §261.401(1), which is an intentional, knowing, or reckless act or omission by an employee, volunteer, or other individual working under the auspices of a facility or program that causes or may cause emotional harm or physical injury to, or the death of, a child served by the facility or program as further described by rule or policy; and

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(B) for a person other than one described in subparagraph (A) of this paragraph, the term has the meaning in Texas Health and Safety Code §260A.001(1), which is:

(i) the negligent or willful infliction of injury, unreasonable confinement, intimidation, or cruel punishment with resulting physical or emotional harm or pain to a resident by the resident's caregiver, family member, or other individual who has an ongoing relationship with the resident; or

(ii) sexual abuse of a resident, including any involuntary or nonconsensual sexual conduct that would constitute an offense under Section 21.08, Penal Code (indecent exposure), or Chapter 22, Penal Code (assaultive offenses), committed by the resident's caregiver, family member, or other individual who has an ongoing relationship with the resident.

(2) Accreditation commission — Has the meaning given in Texas Health and Safety Code, §247.032.

(3) Advance directive — Has the meaning given in Texas Health and Safety Code, §166.002.

(4) Affiliate — With respect to:

(A) a partnership, each partner thereof;

(B) a corporation, each officer, director, principal stockholder, subsidiary, and each person with a disclosable interest, as the term is defined in this section; and

(C) a natural person:

(i) said person's spouse;

(ii) each partnership and each partner thereof of which said person or any affiliate of said person is a partner; and

(iii) each corporation in which said person is an officer, director, principal stockholder, or person with a disclosable interest.

(5) Alzheimer's Assisted Living Disclosure Statement form — The DADS-prescribed form a facility uses to describe the nature of care or treatment of residents with Alzheimer's disease and related disorders.

(6) Alzheimer's disease and related disorders — Alzheimer's disease and any other irreversible dementia described by the Centers for Disease Control and Prevention (CDC) or the most current edition of the Diagnostic and Statistical Manual of Mental Disorders.

(7) Alzheimer's facility — A type B assisted living facility that is certified to provide specialized services to residents with Alzheimer's or a related condition.

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(8) Applicant — A person applying for a license to operate an assisted living facility under Texas Health and Safety Code, Chapter 247.

(9) Attendant — A facility employee who provides direct care to residents. This employee may serve other functions, including cook, janitor, porter, maid, laundry worker, security personnel, bookkeeper, activity director, and manager.

(10) Authorized electronic monitoring (AEM) — The placement of an electronic monitoring device in a resident's room and using the device to make tapes or recordings after making a request to the facility to allow electronic monitoring.

(11) Behavioral emergency — Has the meaning given in §92.41(p)(2) of this chapter (relating to Standards for Type A and Type B Assisted Living Facilities).

(12) Certified Ombudsman — Has the meaning given in 26 TAC §88.2 (relating to Definitions).

(13) CFR — Code of Federal Regulations.

(14) Change of ownership — An event that results in a change to the federal taxpayer identification number of the license holder of a facility. The substitution of a personal representative for a deceased license holder is not a change of ownership.

(15) Commingles — The laundering of apparel or linens of two or more individuals together.

(16) Controlling person — A person with the ability, acting alone or with others, to directly or indirectly influence, direct, or cause the direction of the management, expenditure of money, or policies of an assisted living facility or other person. A controlling person includes:

(A) a management company, landlord, or other business entity that operates or contracts with others for the operation of an assisted living facility;

(B) any person who is a controlling person of a management company or other business entity that operates an assisted living facility or that contracts with another person for the operation of an assisted living facility;

(C) an officer or director of a publicly traded corporation that is, or that controls, a facility, management company, or other business entity described in subparagraph (A) of this paragraph but does not include a shareholder or lender of the publicly traded corporation; and

(D) any other individual who, because of a personal, familial, or other relationship with the owner, manager, landlord, tenant, or provider of an assisted living facility, is in a position of actual control or authority with respect to the facility, without regard to whether the individual is formally named as an owner, manager, director, officer, provider, consultant, contractor, or employee of the facility, except an employee, lender, secured creditor, landlord, or other person who does not exercise formal or actual influence or control over the operation of an assisted living facility.

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(17) Covert electronic monitoring — The placement and use of an electronic monitoring device that is not open and obvious, and the facility and DADS have not been informed about the device by the resident, by a person who placed the device in the room, or by a person who uses the device.

(18) DADS — Prior to September 1, 2017, the Department of Aging and Disability Services. September 1, 2017, and after, the Texas Health and Human Services Commission (HHSC).

(19) DHS — Formerly, this term referred to the Texas Department of Human Services; it now refers to DADS.

(20) Dietitian — A person who currently holds a license or provisional license issued by the Texas State Board of Examiners of Dietitians.

(21) Direct ownership interest — Ownership of equity in the capital, stock, or profits of, or a membership interest in, an applicant or license holder.

(22) Disclosable interest — Five percent or more direct or indirect ownership interest in an applicant or license holder.

(23) Disclosure statement — A DADS form for prospective residents or their legally authorized representatives that a facility must complete. The form contains information regarding the preadmission, admission, and discharge process; resident assessment and service plans; staffing patterns; the physical environment of the facility; resident activities; and facility services.

(24) Electronic monitoring device — Video surveillance cameras and audio devices installed in a resident's room, designed to acquire communications or other sounds that occur in the room. An electronic, mechanical, or other device used specifically for the nonconsensual interception of wire or electronic communication is excluded from this definition.

(25) Exploitation —

(A) for a person under 18 years of age who is not and has not been married or who has not had the disabilities of minority removed for general purposes, the term has the meaning in Texas Family Code §261.401(2), which is the illegal or improper use of a child or of the resources of a child for monetary or personal benefit, profit, or gain by an employee, volunteer, or other individual working under the auspices of a facility or program as further described by rule or policy; and

(B) for a person other than one described in subparagraph (A) of this paragraph, the term has the meaning in Texas Health and Safety Code §260A.001(4), which is the illegal or improper act or process of a caregiver, family member, or other individual who has an ongoing relationship with the resident using the resources of a resident for monetary or personal benefit, profit, or gain without the informed consent of the resident.

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(26) Facility — An entity required to be licensed under the Assisted Living Facility Licensing Act, Texas Health and Safety Code, Chapter 247.

(27) Fire suppression authority — The paid or volunteer fire-fighting organization or tactical unit that is responsible for fire suppression operations and related duties once a fire incident occurs within its jurisdiction.

(28) Flame spread — The rate of fire travel along the surface of a material. This is different than other requirements for time-rated burn through resistance ratings, such as one-hour rated. Flame spread ratings are Class A (0-25), Class B (26-75), and Class C (76-200).

(29) Governmental unit — The state or any county, municipality, or other political subdivision, or any department, division, board, or other agency of any of the foregoing.

(30) Health care professional — An individual licensed, certified, or otherwise authorized to administer health care, for profit or otherwise, in the ordinary course of business or professional practice. The term includes a physician, registered nurse, licensed vocational nurse, licensed dietitian, physical therapist, and occupational therapist.

(31) Immediate threat — There is considered to be an immediate threat to the health or safety of a resident, or a situation is considered to put the health or safety of a resident in immediate jeopardy, if there is a situation in which an assisted living facility's noncompliance with one or more requirements of licensure has caused, or is likely to cause, serious injury, harm, impairment, or death to a resident.

(32) Immediately available — The capacity of facility staff to immediately respond to an emergency after being notified through a communication or alarm system. The staff are to be no more than 600 feet from the farthest resident and in the facility while on duty.

(33) Indirect ownership interest — Any ownership or membership interest in a person that has a direct ownership interest in an applicant or license holder.

(34) Large facility — A facility licensed for 17 or more residents.

(35) Legally authorized representative — A person authorized by law to act on behalf of a person with regard to a matter described in this chapter, and may include a parent, guardian, or managing conservator of a minor, or the guardian of an adult.

(36) License holder — A person that holds a license to operate a facility.

(37) Listed — Equipment, materials, or services included in a list published by an organization concerned with evaluation of products or services, that maintains periodic inspection of production of listed equipment or materials or periodic evaluation of services, and whose listing states that either the equipment, material, or service meets appropriate designated standards or has been tested and found suitable for a specified purpose. The listing organization must be

acceptable to the authority having jurisdiction, including DADS or any other state, federal or local authority.

(38) Local code — A model building code adopted by the local building authority where the assisted living facility is constructed or located.

(39) Management services — Services provided under contract between the owner of a facility and a person to provide for the operation of a facility, including administration, staffing, maintenance, or delivery of resident services. Management services do not include contracts solely for maintenance, laundry, transportation, or food services.

(40) Manager — The individual in charge of the day-to-day operation of the facility.

(41) Managing local ombudsman — Has the meaning given in 26 TAC §88.2.

(42) Medication —

(A) Medication is any substance:

(i) recognized as a drug in the official United States Pharmacopoeia, Official Homeopathic Pharmacopoeia of the United States, Texas Drug Code Index or official National Formulary, or any supplement to any of these official documents;

(ii) intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease;

(iii) other than food intended to affect the structure or any function of the body; and

(iv) intended for use as a component of any substance specified in this definition.

(B) Medication includes both prescription and over-the-counter medication, unless otherwise specified.

(C) Medication does not include devices or their components, parts, or accessories.

(43) Medication administration — The direct application of a medication or drug to the body of a resident by an individual legally allowed to administer medication in the state of Texas.

(44) Medication assistance or supervision — The assistance or supervision of the medication regimen by facility staff. Refer to §92.41(j) of this chapter.

(45) Medication (self-administration) — The capability of a resident to administer the resident's own medication or treatments without assistance from the facility staff.

(46) Neglect —

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(A) for a person under 18 years of age who is not and has not been married or who has not had the disabilities of minority removed for general purposes, the term has the meaning in Texas Family Code, §261.401(3), which is a negligent act or omission by an employee, volunteer, or other individual working under the auspices of a facility or program, including failure to comply with an individual treatment plan, plan of care, or individualized service plan, that causes or may cause substantial emotional harm or physical injury to, or the death of, a child served by the facility or program as further described by rule or policy; and

(B) for a person other than one described in subparagraph (A) of this paragraph, the term has the meaning in Texas Health and Safety Code §260A.001(6), which is the failure to provide for one's self the goods or services, including medical services, which are necessary to avoid physical or emotional harm or pain or the failure of a caregiver to provide such goods or services.

(47) NFPA 101 — The 2000 publication titled "NFPA 101 Life Safety Code" published by the National Fire Protection Association, Inc., 1 Batterymarch Park, Quincy, Massachusetts 02169.

(48) Ombudsman Intern — Has the meaning given in 26 TAC §88.2.

(49) Ombudsman program — Has the meaning given in 26 TAC §88.2.

(50) Person — Any individual, firm, partnership, corporation, association, or joint stock association, and the legal successor thereof.

(51) Personal care services — Assistance with feeding, dressing, moving, bathing, or other personal needs or maintenance; or general supervision or oversight of the physical and mental well-being of a person who needs assistance to maintain a private and independent residence in the facility or who needs assistance to manage his or her personal life, regardless of whether a guardian has been appointed for the person.

(52) Physician — A practitioner licensed by the Texas Medical Board.

(53) Practitioner — An individual who is currently licensed in a state in which the individual practices as a physician, dentist, podiatrist, or a physician assistant; or a registered nurse approved by the Texas Board of Nursing to practice as an advanced practice registered nurse.

(54) Private and unimpeded access — Access to enter a facility, or communicate with a resident outside of the hearing and viewing of others, without interference or obstruction from facility employees, volunteers, or contactors.

(55) Qualified medical personnel — An individual who is licensed, certified, or otherwise authorized to administer health care. The term includes a physician, registered nurse, and licensed vocational nurse.

(56) Resident — An individual accepted for care in a facility.

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(57) Respite — The provision by a facility of room, board, and care at the level ordinarily provided for permanent residents of the facility to a person for not more than 60 days for each stay in the facility.

(58) Restraint hold —

(A) A manual method, except for physical guidance or prompting of brief duration, used to restrict:

(i) free movement or normal functioning of all or a portion of a resident's body; or

(ii) normal access by a resident to a portion of the resident's body.

(B) Physical guidance or prompting of brief duration becomes a restraint if the resident resists the guidance or prompting.

(59) Restraints — Chemical restraints are psychoactive drugs administered for the purposes of discipline or convenience and are not required to treat the resident's medical symptoms. Physical restraints are any manual method, or physical or mechanical device, material, or equipment attached or adjacent to the resident that restricts freedom of movement. Physical restraints include restraint holds.

(60) Safety — Protection from injury or loss of life due to such conditions as fire, electrical hazard, unsafe building or site conditions, and the hazardous presence of toxic fumes and materials.

(61) Seclusion — The involuntary separation of a resident from other residents and the placement of the resident alone in an area from which the resident is prevented from leaving.

(62) Service plan — A written description of the medical care, supervision, or nonmedical care needed by a resident.

(63) Short-term acute episode — An illness of less than 30 days duration.

(64) Small facility — A facility licensed for 16 or fewer residents.

(65) Staff — Employees of an assisted living facility.

(66) Standards — The minimum conditions, requirements, and criteria established in this chapter with which a facility must comply to be licensed under this chapter.

(67) State ombudsman — Has a meaning given in 26 TAC §88.2.

(68) Terminal condition — A medical diagnosis, certified by a physician, of an illness that will result in death in six months or less.

(69) Universal precautions — An approach to infection control in which blood, any body fluids visibly contaminated with blood, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids are treated as if known to be infectious for HIV, hepatitis B, and other blood-borne pathogens.

(70) Vaccine Preventable Diseases — The diseases included in the most current recommendations of the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention.

(71) Willfully interfere — To act or not act to intentionally prevent, interfere with, or impede or attempt to intentionally prevent, interfere with, or impede.

(72) Working day — Any 24-hour period, Monday through Friday, excluding state and federal holidays.

§92.3 Types of Assisted Living Facilities

(a) Basis for licensure type. An assisted living facility must be licensed as a Type A, Type B, or Type C facility. A facility's licensure type is based on the capability of the residents to evacuate the facility or the types of services the facility provides, or both, as described in this section.

(b) Type A. In a Type A facility, a resident:

(1) must be physically and mentally capable of evacuating the facility without physical assistance from staff, which may include an individual who is mobile, although non-ambulatory, such as an individual who uses a wheelchair or an electric cart, and has the capacity to transfer and evacuate himself or herself in an emergency;

(2) does not require routine attendance during nighttime sleeping hours; and

(3) must be capable of following directions under emergency conditions.

(4) must be able to demonstrate to DADS that they can meet the evacuation requirements described in §92.62(b) of this chapter.

(c) Type B. In a Type B facility, a resident may:

(1) require staff assistance to evacuate;

(2) require attendance during nighttime sleeping hours;

(3) be incapable of following directions under emergency conditions; and

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(4) require assistance in transferring to and from a wheelchair, but must not be permanently bedfast.

(d) Type C. A Type C facility is a four-bed facility that:

(1) has an active contract with DADS to provide adult foster care services as described in Chapter 48, Subchapter K of this title (relating to Minimum Standards for Adult Foster Care); and

(2) must be contracted with DADS to provide adult foster care services before it can be licensed.

§92.4 License Fees

(a) Basic fees.

(1) Type A, Type B, and Type E. The license fee is $200, plus $10 for each bed for which a license is sought, with a maximum of $1,500. The license fee for a one-year license issued in accordance with §92.15(b)(1) of this chapter (relating to Renewal Procedures and Qualifications) is $100, plus $5 for each bed for which a license is sought, with a maximum of $750. The fee must be paid with each initial application and with each renewal application.

(2) Type C. The license fee is $100. The license fee for a one-year license issued in accordance with §92.15(b)(1) of this chapter is $50. The fee must be paid with each initial application and with each renewal application.

(3) Increase in capacity. An approved increase in capacity is subject to an additional fee of $10 for each bed.

(b) Late renewal fee. An applicant that submits an application for license renewal later than the 45th day before the expiration date of the license must pay a late fee of an amount equal to one-half of the basic fee required in accordance with subsection (a)(1) and (2) of this section.

(c) Alzheimer's certification. In addition to the basic license fee described in subsection (a) of this section, a facility that applies for certification as an Alzheimer's facility under Subchapter C of this chapter (relating to Standards for Licensure) must pay an additional license fee. The additional fee is $200, except the additional fee for a facility renewing its Alzheimer's certification in accordance with §92.51(f)(1) of this chapter (relating to Licensure of Facilities for Persons with Alzheimer's Disease) is $100 for the first renewal beginning September 1, 2008.

(d) Trust fund fee.

(1) If the amount in the assisted living facility trust fund, established under Texas Health and Safety Code, Chapter 242, Subchapter D, and Chapter 247, §247.003(b), is less than $500,000,

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DADS collects an annual fee from each facility. The fee is based on a monetary amount specified for each licensed unit of capacity or bed space, and is in an amount sufficient to provide not more than $500,000 in the trust fund. When the trust fund fee is collected, DADS sends written notice to each facility stating the amount of the fee and the date the fee is due. A facility must pay the amount of the fee within 90 days after the date the fee is due.

(2) DADS may charge and collect a trust fund fee more than once a year if necessary to ensure that the amount in the assisted living facility trust fund is sufficient to make the disbursements required under Texas Health and Safety Code, §242.0965. When this subsequent trust fund fee is collected, DADS sends written notice to each facility stating the amount of the fee and the date the fee is due. A facility must pay the amount of the fee within 90 days after the date the fee is due.

(3) Failure to pay the trust fund fee within 90 days after the date the fee is due as stated on the written notice described in paragraphs (1) and (2) of this subsection may result in an assessment of an administrative penalty under the administrative penalties described in Subchapter H, Division 9 of this chapter (relating to Administrative Penalties).

(e) Plan review fee. An applicant may submit building plans for a new building, an addition, the conversion of a building not licensed, or for the remodeling of an existing licensed facility for review by DADS architectural staff. If the applicant chooses to submit building plans for review, the applicant must pay a fee for the plan review according to the following schedule:

Building Plan Review Fees – For information about document accessibility, contact DADS at handbookfeedback@dads.state.tx.us.

(f) Payment of fees. Payment of fees must be by check, cashier's check, or money order made payable to the Department of Aging and Disability Services. All fees are nonrefundable, except as provided in Texas Government Code, Chapter 2005, and in §92.13(d) of this chapter (relating to Time Periods for Processing All Types of License Applications).

(g) Expedited Life Safety Code and physical plant inspection fee. An applicant may obtain a Life Safety Code and physical plant inspection within 15 business days after DADS receives a written request for an expedited inspection if:

(1) the applicant:

(A) meets the criteria in §92.14 of this chapter (relating to Initial License Application Procedures and Requirements); or

(B) has a current license, and is completing construction that does not alter the capacity of the facility; and

(2) the applicant submits the appropriate Life Safety Code fee listed in the following schedule.

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Expedited Life Safety Code and Physical Plant Inspection Fees – For information about document accessibility, contact DADS at handbookfeedback@dads.state.tx.us.

(h) If, after DADS conducts two Life Safety Code inspections for a given application, and the applicant requests an additional inspection, then the applicant must pay a fee of $25 per bed, with a minimum payment of $1,000 for the third and each subsequent inspection pertaining to the same application.

§92.5 Health Care Professional

(a) A health care professional may coordinate the provision of services to a resident within the professional's scope of practice and as authorized under Texas Health and Safety Code, Chapter 247, however, a facility must not provide ongoing services to a resident that are comparable to the services available in a nursing facility licensed under Texas Health and Safety Code, Chapter 242.

(b) A resident may contract with a home and community support services agency licensed under Chapter 142 or with an independent health professional to have health care services delivered to the resident at the facility.

§92.6 General Characteristics of a Resident

This section describes some general characteristics of a resident in an assisted living facility. A resident may:

(1) exhibit symptoms of mental or emotional disturbance, but is not considered at risk of imminent harm to self or others;

(2) need assistance with movement;

(3) require assistance with bathing, dressing, and grooming;

(4) require assistance with routine skin care, such as application of lotions or treatment of minor cuts and burns;

(5) need reminders to encourage toilet routine and prevent incontinence;

(6) require temporary services by professional personnel;

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(7) need assistance with medication, supervision of self-medication, or administration of medication;

(8) require encouragement to eat or monitoring due to social or psychological reasons of temporary illness;

(9) be hearing impaired or speech impaired;

(10) be incontinent without pressure sores;

(11) require an established therapeutic diet;

(12) require self-help devices; and

(13) need assistance with meals, which may include feeding.

LS-ALF, Subchapter B, Application Procedures

Revision 17-2; Effective October 11, 2017

§92.11 Criteria for Licensing

a. A person must be licensed to establish or operate an assisted living facility in Texas.
    1. An assisted living facility is an establishment that:
        A. furnishes, in one or more facilities, food and shelter to four or more persons who are unrelated to the proprietor of the establishment;
        B. provides:
            i. personal care services;
            ii. administration of medication by a person licensed or otherwise authorized in this state to administer the medication; or
            iii. services described in clauses (i) and (ii) of this subparagraph; and
        C. may provide assistance with or supervision of the administration of medication.
    2. An assisted living facility may provide skilled nursing services for the following limited purposes:

        A. coordinate resident care with an outside home and community support services agency or health care professional;
        B. provide or delegate personal care services and medication administration, as described in this chapter;
        C. assess residents to determine the care required; and

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D. deliver, for a period not to exceed 30 days, temporary skilled nursing services for a minor illness, injury or emergency.

3. DADS considers one or more facilities to be part of the same establishment and, therefore, subject to licensure as an assisted living facility, based on the following factors:

A. common ownership;
B. physical proximity;
C. shared services, personnel, or equipment in any part of the facilities' operations; and
D. any public appearance of joint operations or of a relationship between the facilities.

4. The presence or absence of any one factor in paragraph (3) of this subsection is not conclusive.

b. To obtain a license, a person must follow the application requirements in this subchapter and meet the criteria for a license.

c. An applicant must affirmatively show that the applicant, license holder, controlling person, and any person required to submit background and qualification information meet the criteria and eligibility for licensing, in accordance with this section, and:

1. the building in which the facility is housed:

A. meets local fire ordinances;
B. is approved by the local fire authority; and
C. meets DADS licensing standards in accordance with Subchapter D of this chapter (relating to Facility Construction) based on an on-site inspection by DADS; and
D. operation of the facility meets DADS licensing standards based on an on-site health inspection by DADS, which must include observation of the care of a resident; or

2. the facility meets the standards for accreditation based on an on-site accreditation survey by the accreditation commission.

d. An applicant who chooses the option authorized in subsection (c)(2) of this section must contact DADS to determine which accreditation commissions are available to meet the requirements of that subsection.

e. DADS issues a license to a facility meeting all requirements of this chapter. The facility must not exceed the maximum allowable number of residents specified on the license.

f. DADS denies an application for an initial license or a renewal of a license if:

1. the applicant, license holder, controlling person, or any person required to submit background and qualification information has been debarred or excluded from the Medicare or Medicaid programs by the federal government or a state;
2. a court has issued an injunction prohibiting the applicant, license holder, controlling person, or any person required to submit background and qualification information from operating a facility; or
3. during the five years preceding the date of the application, a license to operate a health care facility, long-term care facility, assisted living facility, or similar facility in any state held by the applicant, license holder, controlling person, or

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any person required to submit background and qualification information has been revoked.

g. A license holder or controlling person who operates a nursing facility or an assisted living facility for which a trustee was appointed and for which emergency assistance funds, other than funds to pay the expenses of the trustee, were used is subject to exclusion from eligibility for:
    1. the issuance of an initial license for a facility for which the person has not previously held a license; and
    2. the renewal of the license of the facility for which the trustee was appointed.

h. DADS may deny an application for an initial license or refuse to renew a license if an applicant, license holder, controlling person, or any person required to submit background and qualification information:
    1. violates Texas Health and Safety Code, Chapter 247; a section, standard or order adopted under Chapter 247; or a license issued under Chapter 247 in either a repeated or substantial manner;
    2. commits an act described in §92.551(a)(2)-(7) of this chapter (relating to Administrative Penalties);
    3. aids, abets, or permits a substantial violation described in paragraphs (1)-(2) of this subsection about which the person had or should have had knowledge;
    4. fails to provide the required information, facts, or references;
    5. provides the following false or fraudulent information:

        A. knowingly submits false or intentionally misleading statements to DADS;
        B. uses subterfuge or other evasive means of filing an application for licensure;
        C. engages in subterfuge or other evasive means of filing on behalf of another who is unqualified for licensure;
        D. knowingly conceals a material fact related to licensure; or
        E. is responsible for fraud;

    6. fails to pay the following fees, taxes, and assessments when due:

        A. license fees as described in §92.4 of this chapter (relating to License Fees); or
        B. franchise taxes, if applicable;

    7. during the five years preceding the date of the application, has a history in any state or other jurisdiction of any of the following:

        A. operation of a facility that has been decertified or has had its contract canceled under the Medicare or Medicaid program;
        B. federal or state long-term care facility, assisted living facility, or similar facility sanctions or penalties, including monetary penalties, involuntary downgrading of the status of a facility license, proposals to decertify, directed plans of correction, or the denial of payment for new Medicaid admissions;
        C. unsatisfied final judgments, excluding judgments wholly unrelated to the provision of care rendered in long-term care facilities;

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D. eviction involving any property or space used as a facility; or
E. suspension of a license to operate a health care facility, long-term care facility, assisted living facility, or a similar facility;

8. violates Texas Health and Safety Code, §247.021 by operating a facility without a license; or
9. is subject to denial or refusal as described in Chapter 99 of this title (relating to Denial or Refusal of License) during the time frames described in that chapter.

i. DADS reviews all information provided by an applicant, a license holder, a person with a disclosable interest, or a manager when considering grounds for denial of an initial license application or a renewal application in accordance with subsection (h)(8) of this section. DADS may grant a license if DADS finds the applicant, license holder, person with a disclosable interest, affiliate, or manager is able to comply with the rules in this chapter.
j. DADS reviews final actions when considering the grounds for denial of an initial license application or renewal application in accordance with subsections (f) and (h)(8) of this section. An action is final when routine administrative and judicial remedies are exhausted. An applicant must disclose all actions, whether pending or final.
k. If an applicant owns multiple facilities, DADS examines the overall record of compliance in all of the applicant's facilities. An overall record poor enough to deny issuance of a new license does not preclude the renewal of a license of a facility with a satisfactory record.

§92.12 General Application Requirements

a. An application must be made on the form prescribed by and available from DADS.
b. An applicant must complete the application in accordance with the instructions provided with the application. An application must be signed, dated, and notarized, and must contain the applicable license fee as described in §92.4 of this chapter (relating to License Fees).
c. An application must include the written approval of the local fire authority that the facility and its operations meet local fire ordinances.
d. If an applicant decides not to continue the application process for a license after submitting an application and license fee, the applicant must submit to DADS a written request to withdraw the application. DADS does not refund the license fee for an application that is withdrawn, except as provided in §92.13(d) of this subchapter (relating to Time Periods for Processing All Types of License Applications).

§92.13 Time Periods for Processing All Types of License Applications

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a. DADS reviews an application for a license within 30 days after the date DADS' Licensing and Credentialing Section receives the application and notifies the applicant if additional information is needed to complete the application.
b. DADS denies an application that remains incomplete 120 days after the date that DADS' Licensing and Credentialing Section receives the application.
c. DADS issues a license within 30 days after DADS determines that the applicant and the facility have met all licensure requirements referenced in §92.14 of this subchapter (relating to Initial License Application Procedures and Requirements) or §92.15 of this subchapter (relating to Renewal Procedures and Qualification), as applicable.
d. If DADS does not process an application in the time period stated, the applicant has a right to make a request to the program director for reimbursement of the license fees paid with the application.
    1. If the program director does not agree that the established time period has been violated or finds that good cause existed for exceeding the established time period, the program director denies the request.
    2. Good cause for exceeding the established time period exists if:
        A. the number of applications to be processed exceeds by 15 percent or more the number processed in the same calendar quarter of the preceding year;
        B. DADS must rely on another public or private entity to process all or a part of the application received by DADS, and the delay is caused by that entity; or
        C. other conditions existed giving good cause for exceeding the established time period.
    3. If the request for reimbursement is denied, the applicant may appeal to the DADS commissioner for resolution of the dispute. The applicant must send a written statement to the DADS commissioner describing the request for reimbursement and the reason for the request. The DADS commissioner will make a timely decision concerning the appeal and notify the applicant in writing of the decision.

§92.14 Initial License Application Procedures and Requirements

a. An applicant must complete the DADS pre-licensure training course before submitting an application for an initial license. An applicant that is currently licensed under Texas Health and Safety Code, Chapter 247 is exempt from this requirement.
b. An applicant for an initial license must submit an application in accordance with §92.12 of this subchapter (relating to General Application Requirements) and include the fees required in §92.4 of this chapter (relating to License Fees).
c. DADS reviews an application for an initial license within 30 days after the date DADS' Licensing and Credentialing Section receives the application and notifies the applicant if additional information is needed to complete the application.
d. The applicant must send written notice to DADS indicating that the facility is ready for a Life Safety Code (LSC) inspection. The written notice must be submitted with the

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application or within 120 days after DADS' Licensing and Credentialing Section receives the application. After DADS has received the written notice and the applicant has satisfied the application submission requirements in §92.11 of this subchapter (relating to Criteria for Licensing) and §92.12 of this subchapter, DADS staff conduct an on-site LSC inspection of the facility to determine if the facility meets the licensure requirements in Subchapter D of this chapter (relating to Facility Construction).

e. If the facility fails to meet the licensure requirements within 120 days after the initial LSC inspection, DADS denies the application for a license.
f. After a facility has met the licensure requirements in Subchapter D of this chapter (relating to Facility Construction) and has admitted at least one but no more than three residents, the applicant must send a written notice to DADS indicating the facility is ready for a health inspection.
    1. DADS staff conduct an on-site health inspection to determine if the facility meets the licensure requirements for standards of operation and resident care in Subchapter C of this chapter (relating to Standards for Licensure).
    2. If the facility fails to meet the licensure requirements for standards of operation and resident care within 120 days after the initial health inspection, DADS denies the application for a license.
g. DADS issues a license within 30 days after DADS determines that the applicant and the facility have met the licensure requirements of this section. The issuance of a license constitutes DADS' official written notice to the facility of the approval of the application.
h. DADS may deny an application for an initial license if the applicant, controlling person, or any person required to submit background and qualification information fails to meet the criteria for a license established in §92.11 of this subchapter.
i. If DADS denies an application for an initial license, DADS sends the applicant a written notice of the denial and informs the applicant of the applicant's right to request an administrative hearing to appeal the denial. The administrative hearing is held in accordance with Texas Health and Human Services Commission rules at 1 TAC Chapter 357, Subchapter I (relating to Hearings Under the Administrative Procedure Act).

§92.15 Renewal Procedures and Qualifications

a. A license issued under this chapter:
    1. expires two years after the date issued;
    2. must be renewed before the license expiration date; and
    3. is not automatically renewed.
b. An application for renewal must comply with the requirements of §92.12 of this subchapter (relating to General Application Requirements) and §92.13 of this subchapter (relating to Time Periods for Processing All Types of License Applications). The submission of a license fee alone does not constitute an application for renewal.
c. To renew a license, a license holder must submit an application for renewal with DADS before the expiration date. DADS considers the license holder has met the renewal application submission deadline if the license holder submits to DADS:

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1. a complete application for renewal no later than 45 days before the expiration of the current license;
2. an incomplete application for renewal, with a letter explaining the circumstances that prevented the inclusion of the missing information, and DADS receives the incomplete application and the letter no later than 45 days before the expiration of the current license; or
3. a complete application or an incomplete application with a letter explaining the circumstances that prevented the inclusion of the missing information to DADS, and DADS receives the application during the 45-day period ending on the date the current license expires, and the license holder pays the late fee established in §92.4(b) of this chapter (relating to License Fees) in addition to the basic renewal fee.

d. If the application is postmarked on or before the submission deadline, the application is considered to be timely if it is received in DADS Licensing and Credentialing Section, Regulatory Services Division, within 15 days after the date of the postmark, or within 30 days after the date of the postmark and the license holder proves to the satisfaction of DADS that the delay was due to the shipper. It is the license holder's responsibility to ensure that the application is timely received by DADS.
e. For purposes of Texas Government Code, §2001.054, DADS considers that an individual has submitted a timely and sufficient application for the renewal of a license if the license holder's application has met the submission deadlines in subsections (c) and (d) of this section. Failure to submit a timely and sufficient application will result in the expiration of the license.
f. An application for renewal submitted after the expiration date of the license is considered to be an application for an initial license and must comply with the requirements for an initial license in §92.14 of this subchapter (relating to Initial License Application Procedures and Requirements).
g. DADS reviews an application for a renewal license within 30 days after the date DADS Licensing and Credentialing Section receives the application and notifies the applicant if additional information is needed to complete the application.
h. A license holder applying for a license renewal must affirmatively show that the facility meets DADS licensing standards based on an on-site inspection by DADS, which must include an observation of the care of a resident.
i. If an applicant is relying on §92.11(c)(2) of this subchapter (relating to Criteria for Licensing) to comply with the requirements for licensure, the application for the renewal of a license must include a copy of the license holder's required accreditation report from the accreditation commission.
j. DADS may pend action on an application for the renewal of a license for up to six months if the facility has not met licensure requirements during an on-site inspection.
k. The issuance of a license constitutes DADS official written notice to the facility of the approval of the application.
l. DADS may deny an application for the renewal of a license if the applicant, controlling person, or any person required to submit background and qualification information fails to meet the criteria for a license established in §92.11 of this subchapter.
m. Before denying an application for renewal of a license, DADS gives the license holder:

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1. notice by personal service or by registered or certified mail of the facts or conduct alleged to warrant the proposed action; and
2. an opportunity to show compliance with all requirements of law for the retention of the license.

n. To request an opportunity to show compliance, the license holder must send its written request to the director of the Enforcement Section, Regulatory Services Division. The request must:
    1. be postmarked within 10 days after the date of DADS notice and be received in the office of the director of the Enforcement Section, Regulatory Services Division, within 10 days after the date of the postmark; and
    2. contain specific documentation refuting DADS allegations.

o. The opportunity to show compliance is limited to a review of documentation submitted by the license holder and information DADS used as the basis for its proposed action and is not conducted as an adversary hearing. DADS gives the license holder a written affirmation or reversal of the proposed action.

p. If DADS denies an application for the renewal of a license, the applicant may request:
    1. an informal reconsideration by the Health and Human Services Commission; and
    2. an administrative hearing or binding arbitration, as described in §92.601 of this chapter (relating to Arbitration), to appeal the denial.

§92.16 Change of Ownership

a. A license holder may not transfer its license.

b. At least 30 days before the anticipated date of the change of ownership, the prospective license holder must notify DADS of the change of ownership by submitting an application for an initial license based on a change of ownership under §92.14 of this subchapter (relating to Initial Application Procedures and Requirements) and the fee required in §92.4 of this chapter (relating to License Fees).

c. To avoid a facility operating while unlicensed, an applicant must submit an application for an initial license based on a change of ownership at least 30 days before the anticipated date of the change of ownership. The effective date of the change of ownership cannot precede the date the application is received by DADS Licensing and Credentialing Section, Regulatory Services Division.

d. DADS may assess an administrative penalty in accordance with Subchapter H, Division 9 of this chapter (relating to Administrative Penalties) against a person who fails to notify DADS before the effective date of the change of ownership.

e. Pending DADS review of the application for an initial license based on a change of ownership, the current license holder must continue to meet all requirements for operation of the facility.

f. DADS conducts an on-site health inspection to verify compliance with the licensure requirements before issuing a license based on a change of ownership. DADS may conduct a desk review instead of an on-site health inspection if DADS determines that the facility was required to obtain a new tax identification number and:

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1. less than 50 percent of the direct or indirect ownership interest in the former license holder changed when compared to the new license holder; or
2. every owner with a disclosable interest in the new license holder had a disclosable interest in the former license holder.

g. DADS, in its sole discretion, may conduct an on-site Life Safety Code inspection of the facility before issuing a license based on a change of ownership.
h. DADS issues the license within 30 days after DADS determines that the applicant and the facility have met the licensure requirements of this section. The issuance of a license constitutes DADS official written notice to the facility of the approval of the application for a change of ownership.
i. DADS may deny an application for a change of ownership if the applicant, controlling person, or any person required to submit background and qualification information fails to meet the criteria for a license established in §92.11 of this subchapter (relating to Criteria for Licensing).
j. If DADS denies an application for an initial license based on a change of ownership, DADS sends the applicant a written notice of the denial and informs the applicant of the applicant's right to request an administrative hearing to appeal the denial. The administrative hearing is held in accordance with Texas Health and Human Services Commission rules at 1 TAC Chapter 357, Subchapter I (relating to Hearings Under the Administrative Procedure Act).
k. If a license holder, that is not a publicly traded company, adds an owner with a disclosable interest, but the license holder does not undergo a change of ownership, the license holder must notify DADS no later than 30 days after the addition of the owner.

§92.17 Relocation

a. Relocation is the closing of a facility and the movement of its residents to another location.
b. A license holder must not relocate a facility without approval from DADS.
c. Before a relocation, the license holder must submit an application for an initial license for the new location in accordance with §92.14 of this subchapter (relating to Initial Application Procedures and Requirements) and the fee required in §92.4 of this chapter (relating to License Fees).
d. Residents must not be relocated until the new building has been inspected and approved as meeting the Life Safety Code licensure requirements in Subchapter D of this chapter (relating to Facility Construction).
e. Following Life Safety Code approval by DADS, the license holder must notify DADS of the date the residents will be relocated.
f. DADS issues a license for the new facility if the new facility meets the standards of operation and resident care based on an on-site health inspection. The effective date of the license is the date all residents are relocated.
g. The license holder must continue to maintain the license at the current location and must continue to meet all requirements for operation of the facility until DADS has approved

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the relocation. The issuance of a license constitutes DADS' approval of the relocation. The license for the current location becomes invalid upon issuance of the new license for the new location.

§92.18 Increase in Capacity

a. A license holder must not increase a facility's licensed capacity without approval from DADS.
b. The license holder must submit an application for an increase in capacity in accordance with §92.12 (relating to General Application Requirements) and the fee required in §92.4 of this chapter (relating to License Fees).
c. The license holder must arrange for an inspection of the facility by the local fire marshal and provide the signed fire marshal approval to DADS.
d. After DADS' review of an application and after the applicant notifies DADS in writing that the facility is ready for a Life Safety Code (LSC) inspection, DADS staff conduct an on-site LSC inspection of the facility to determine if the facility meets the LSC licensure requirements in Subchapter D of this chapter (relating to Facility Construction).
e. If the facility fails to meet the LSC licensure requirements within 120 days after the LSC inspection, DADS denies the application for an increase in capacity.
f. After a facility has met LSC licensure requirements, DADS staff conduct an on-site health inspection to determine if the facility meets the licensure requirements for standards of operation and resident care in Subchapter C of this chapter (relating to Standards for Licensure).
g. DADS issues a new license with an increased capacity within 30 days after DADS determines that all licensure requirements have been met. DADS may grant approval to occupy the increased capacity once DADS determines that all licensure requirements have been met.
h. In order to meet the residents' health and safety needs in the event of a fire, natural disaster, or catastrophic event, DADS may grant approval to temporarily exceed a facility's licensed capacity provided the health and safety of residents are not compromised and the facility can meet the required health care service needs of all residents. A facility may exceed its licensed capacity under this circumstance, monitored by DADS, until residents can be transferred to a permanent location. DADS will issue authorization for the temporary increase in the facility's licensed capacity. The authorization to temporarily increase the capacity ends when the facility receives written notice from DADS ending the authorization.

§92.19 Decrease in Capacity

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a. A license holder that wishes to decrease the licensed capacity of the facility must provide written notification to DADS' Licensing and Credentialing Section. The written notification must include the desired capacity for the new license.
b. Upon receipt of the written notification, DADS issues a new license with the desired capacity as indicated in the written notification.

§92.20 Provisional License

a. DADS may issue a six-month provisional license in the case of a corporate change of ownership.
b. DADS must issue a six-month provisional license for a newly constructed facility without conducting an NFPA 101 inspection if:
    1. an applicant makes a request in writing for a provisional license;
    2. the applicant submits working drawings and specifications to DADS for review in accordance with §92.64 of this chapter (relating to Plans, Approvals, and Construction Procedures) before facility construction begins;
    3. the applicant obtains all approvals, including a certificate of occupancy in a jurisdiction that requires one, from local authorities having jurisdiction in the area in which the facility is located, such as the fire marshal, health department and building inspector;
    4. the applicant submits a complete license application within 30 days after receipt of all local approvals described in paragraph (3) of this subsection;
    5. the applicant pays the license fee required by §92.4 of this chapter (relating to License Fees);
    6. the applicant, or a person who is a controlling person and an owner of the applicant, has constructed another facility in this state that complies with the NFPA 101; and
    7. the applicant is in compliance with resident-care standards for licensure required by Subchapter C of this chapter (relating to Standards for Licensure) based on an on-site inspection conducted in accordance with §92.81 of this chapter (relating to Inspections and Surveys).
c. DADS considers the date facility construction begins to be the date the building construction permit for the facility was approved by local authorities.
d. A provisional license expires on the earlier of:
    1. the 180th day after the effective date of the provisional license or the end of any extension period granted by DADS; or
    2. the date a two-year license is issued to the provisional license holder.
e. DADS conducts an NFPA 101 inspection of a facility as soon as reasonably possible after DADS issues a provisional license to the facility.
f. After conducting an NFPA 101 inspection, DADS issues a license in accordance with Texas Health and Safety Code §247.023 to the provisional license holder if the facility passes the inspection and the applicant meets all requirements for a license.

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§92.21 Initial License for a Type A or Type B Facility for an Applicant in Good Standing

a. An applicant may request that DADS issue, before conducting an on-site health inspection, an initial license for a Type A or Type B facility. The applicant must request the license by submitting a form prescribed by and made available from DADS.
b. If an applicant makes a request in accordance with subsection (a) of this section, DADS determines the applicant is in good standing, and the applicant complies with subsection (d) of this section, the applicant is not required to admit a resident to the facility or have the on-site health inspection described in §92.14(f) of this subchapter (relating to Initial License Application Process and Requirements) before DADS issues an initial license.
c. For purposes of this section, an applicant is in good standing if:
    1. one of the following conditions is met:
        A. the applicant has operated or been a controlling person of a licensed Type A or Type B facility in Texas for at least six consecutive years; or
        B. the applicant has not held a license for a Type A or Type B facility, but a controlling person of the applicant has operated or been a controlling person of a licensed Type A or Type B facility in Texas for at least six consecutive years; and
    2. each licensed facility operated by the applicant or the controlling person described in paragraph (1)(A) or (B) of this subsection:

        A. has not had a violation of a licensing rule:
            i. that:
                I. resulted in actual harm to a resident, which is defined as a negative outcome that compromises the resident's physical, mental or emotional well-being; or
                II. posed an immediate threat of harm causing or likely to cause serious injury, impairment, or death to a resident; and
            ii. that:

                I. the facility did not challenge;
                II. was affirmed; or
                III. is pending a final determination; and
        B. has not had a sanction imposed by DADS against the facility during the six years before the date an application is submitted that resulted in:

            i. a civil penalty;
            ii. an administrative penalty;
            iii. an injunction;
            iv. the denial, suspension, or revocation of a license; or
            v. an emergency closure.

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d. An applicant that makes a request in accordance with subsection (a) of this section must:
    1. submit to DADS:
        A. the applicant's policies and procedures;
        B. evidence that the applicant has complied with §92.123 of this chapter (relating to Investigation of Facility Employees); and
        C. documentation that the applicant's employees have the credentials described in §92.41(a) of this chapter (relating to Standards for Type A and Type B Assisted Living Facilities); and
    2. comply with §92.14(d) of this subchapter and §92.11(c)(1)(A) - (C) of this subchapter (relating to Criteria for Licensing).
e. DADS issues an initial license to an applicant that makes a request in accordance with subsection (a) of this section if DADS determines that an applicant:
    1. is in good standing;
    2. has submitted information in accordance with subsection (d)(1) of this section that complies with this chapter; and
    3. is in compliance with the requirements of Subchapter D of this chapter (relating to Facility Construction), including meeting the requirements of a Life Safety Code (LSC) inspection within 120 days after the date DADS conducts the initial LSC inspection.
f. DADS conducts an on-site health inspection within 90 days after the date DADS issues a license in accordance with subsection (e) of this section. The on-site health inspection includes DADS observation of the facility's provision of care to at least one resident.
g. Until a facility that is issued an initial license under this section meets the requirements of the on-site health inspection described in subsection (f) of this section, the facility must attach a written addendum to the disclosure statement required by §92.41(d)(1) of this chapter as notice to a resident or a prospective resident that the facility has not met the requirements of the on-site health inspection. At a minimum, the addendum must state that:
    1. the facility has not met the requirements of an initial on-site health inspection for a license; and
    2. DADS will conduct an on-site health inspection for licensure within 90 days after the date the license is issued.

§92.22 Alzheimer's Certification of a Type B Facility for an Initial License Applicant in Good Standing

(a) An applicant may request that DADS, before conducting an on-site health inspection, issue an initial license for a Type B facility and an Alzheimer's certification for the facility or a distinct unit of the facility. The applicant must meet the requirements of §92.21 of this subchapter (relating to Initial License for a Type A or Type B Facility for an Applicant in Good Standing) for the initial license and the requirements of this section for certification of the facility or unit.

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(b) An applicant must request certification by submitting forms prescribed by and made available from DADS and include the fee described in §92.4 of this chapter (relating to Licensing Fees).

(c) An applicant that makes a request in accordance with subsection (a) of this section is not required to admit a resident to the facility or unit or have the on-site health inspection described in §92.14(f) of this subchapter (relating to Initial License Application Process and Requirements) before DADS certifies the facility or unit if DADS determines that the applicant is in good standing:

(1) for the issuance of an initial license of the facility in accordance with §92.21(c) of this chapter; and

(2) for certification of the facility or unit in accordance with subsection (d) of this section.

(d) An applicant is in good standing to obtain certification of a facility or unit if:

(1) for at least six consecutive years before applying for certification:

(A) the applicant has been:

(i) the license holder for an Alzheimer's certified facility in Texas or a facility in Texas that has an Alzheimer's certified unit; or

(ii) a controlling person of the license holder for an Alzheimer's certified facility in Texas or a facility in Texas that has an Alzheimer's certified unit; or

(B) a controlling person of the applicant has been:

(i) the license holder for an Alzheimer's certified facility in Texas or a facility in Texas that has an Alzheimer's certified unit; or

(ii) a controlling person of the license holder for an Alzheimer's certified facility in Texas or a facility in Texas that has an Alzheimer's certified unit;

(2) each licensed facility operated by the applicant or the controlling person has not had a violation or sanction described in §92.21(c)(2) of this subchapter; and

(3) each licensed facility operated by the applicant or the controlling person has had no more than two violations listed in §92.125(a) of this chapter (relating to Resident's Bill of Rights and Provider Bill of Rights) during the six-year period immediately before the applicant applied for certification.

(e) For purposes of subsection (d)(3) of this section, a facility has a violation if:

(1) the applicant or controlling person operating the facility did not challenge the violation;

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(2) a final determination on the violation is pending; or

(3) the violation was upheld.

(f) An applicant that makes a request in accordance with subsection (a) of this section must submit to DADS for approval:

(1) the applicant's policies and procedures required by §92.53 of this chapter (relating to Standards for Certified Alzheimer's Assisted Living Facilities); and

(2) documentation demonstrating that the applicant is complying with §92.53 and §92.123 of this chapter (relating to Investigation of Facility Employees).

(g) DADS certifies a facility or unit after an applicant makes a request in accordance with subsection (a) of this section if DADS determines that the applicant:

(1) meets the good standing requirements described in §92.21(c) of this subchapter and subsection (d) of this section;

(2) has submitted information in accordance with subsection (f) of this section; and

(3) is in compliance with:

(A) §92.51 of this chapter (relating to Certification of a Facility or Unit for Persons with Alzheimer's Disease and Related Disorders); and

(B) §92.53(i) of this chapter.

(h) DADS conducts an on-site health inspection to determine if the facility or unit meets the requirements of §92.53(a) - (h) of this chapter within 90 days after the date DADS certifies a facility or unit in accordance with subsection (g) of this section. During the on-site health inspection, DADS must observe the provision of care to at least one resident who has been admitted to the facility or unit.

(i) Until a facility or unit that is issued a certification under this section meets the requirements of the on-site health inspection described in subsection (h) of this section, the facility must attach a written addendum to the disclosure statement required by §92.53(d) of this chapter to notify a resident or a prospective resident that the facility or unit has not met the requirements of the on-site health inspection. At a minimum, the addendum must state that:

(1) the facility or unit has not met the requirements of an initial on-site health inspection for Alzheimer's certification; and

(2) DADS will conduct an on-site health inspection for Alzheimer's certification within 90 days after the date of certification.

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(j) To obtain certification of a unit in a Type B facility that is already licensed, a license holder must comply with §92.51 of this chapter (relating to Certification of a Facility or Unit for Persons with Alzheimer's disease and Related Disorders).

LS-ALF, Subchapter C, Standards for Licensure

Revision 17-1; Effective April 17, 2017

§92.41 Standards for Type A and Type B Assisted Living Facilities

(a) Employees.

(1) Manager. Each facility must designate, in writing, a manager to have authority over the operation.

(A) Qualifications. In small facilities, the manager must have proof of graduation from an accredited high school or certification of equivalency of graduation. In large facilities, a manager must have:

(i) an associate's degree in nursing, health care management, or a related field;

(ii) a bachelor's degree; or

(iii) proof of graduation from an accredited high school or certification of equivalency of graduation and at least one year of experience working in management or in health care industry management.

(B) Training in management of assisted living facilities. After August 1, 2000, a manager must have completed at least one educational course on the management of assisted living facilities, which must include information on the assisted living standards; resident characteristics (including dementia), resident assessment and skills working with residents; basic principles of management; food and nutrition services; federal laws, with an emphasis on the Americans with Disabilities Act's accessibility requirements; community resources; ethics, and financial management.

(i) The course must be at least 24 hours in length.

(I) Eight hours of training on the assisted living standards must be completed within the first three months of employment.

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(II) The 24-hour training requirement may not be met through in-services at the facility, but may be met through structured, formalized classes, correspondence courses, training videos, distance learning programs, or off-site training courses. All training must be provided or produced by academic institutions, assisted living corporations, or recognized state or national organizations or associations. Subject matter that deals with the internal affairs of an organization will not qualify for credit.

(III) Evidence of training must be on file at the facility and must contain documentation of content, hours, dates, and provider.

(ii) Managers hired after August 1, 2000, who can show documentation of a previously completed comparable course of study are exempt from the training requirements.

(iii) Managers hired after August 1, 2000, must complete the course by the first anniversary of employment as manager.

(iv) An assisted living manager who was employed by a licensed assisted living facility on August 1, 2000, is exempt from the training requirement. An assisted living manager who was employed by a licensed assisted living facility as the manager before August 1, 2000, and changes employment to another licensed assisted living facility as the manager, with a break in employment of no longer than 30 days, is also exempt from the training requirement.

(C) Continuing education. All managers must show evidence of 12 hours of annual continuing education. This requirement will be met during the first year of employment by the 24-hour assisted living management course. The annual continuing education requirement must include at least two of the following areas:

(i) resident and provider rights and responsibilities, abuse/neglect, and confidentiality;

(ii) basic principles of management;

(iii) skills for working with residents, families, and other professional service providers;

(iv) resident characteristics and needs;

(v) community resources;

(vi) accounting and budgeting;

(vii) basic emergency first aid; or

(viii) federal laws, such as Americans with Disabilities Act, Civil Rights Act of 1991, the Rehabilitation Act of 1993, Family and Medical Leave Act of 1993, and the Fair Housing Act.

(D) Manager's responsibilities. The manager must be on duty 40 hours per week and may manage only one facility, except for managers of small Type A facilities, who may have

responsibility for no more than 16 residents in no more than four facilities. The managers of small Type A facilities must be available by telephone or pager when conducting facility business off-site.

(E) Manager's absence. An employee competent and authorized to act in the absence of the manager must be designated in writing.

(2) Attendants. Full-time facility attendants must be at least 18 years old or a high-school graduate.

(A) An attendant must be in the facility at all times when residents are in the facility.

(B) Attendants are not precluded from performing other functions as required by the assisted living facility.

(3) Staffing.

(A) A facility must develop and implement staffing policies, which require staffing ratios based upon the needs of the residents, as identified in their service plans.

(B) Prior to admission, a facility must disclose, to prospective residents and their families, the facility's normal 24-hour staffing pattern and post it monthly in accordance with §92.127 of this title (relating to Required Postings).

(C) A facility must have sufficient staff to:

(i) maintain order, safety, and cleanliness;

(ii) assist with medication regimens;

(iii) prepare and service meals that meet the daily nutritional and special dietary needs of each resident, in accordance with each resident's service plan;

(iv) assist with laundry;

(v) assure that each resident receives the kind and amount of supervision and care required to meet his basic needs; and

(vi) ensure safe evacuation of the facility in the event of an emergency.

(D) A facility must meet the staffing requirements described in this subparagraph.

(i) Type A facility: Night shift staff in a small facility must be immediately available. In a large facility, the staff must be immediately available and awake.

(ii) Type B facility: Night shift staff must be immediately available and awake, regardless of the number of licensed beds.

(4) Staff training. The facility must document that staff members are competent to provide personal care before assuming responsibilities and have received the following training.

(A) All staff members must complete four hours of orientation before assuming any job responsibilities. Training must cover, at a minimum, the following topics:

(i) reporting of abuse and neglect;

(ii) confidentiality of resident information;

(iii) universal precautions;

(iv) conditions about which they should notify the facility manager;

(v) residents' rights; and

(vi) emergency and evacuation procedures.

(B) Attendants must complete 16 hours of on-the-job supervision and training within the first 16 hours of employment following orientation. Training must include:

(i) in Type A and B facilities, providing assistance with the activities of daily living;

(ii) resident's health conditions and how they may affect provision of tasks;

(iii) safety measures to prevent accidents and injuries;

(iv) emergency first aid procedures, such as the Heimlich maneuver and actions to take when a resident falls, suffers a laceration, or experiences a sudden change in physical and/or mental status;

(v) managing disruptive behavior;

(vi) behavior management, for example, prevention of aggressive behavior and de-escalation techniques, practices to decrease the frequency of the use of restraint, and alternatives to restraints; and

(vii) fall prevention.

(C) Direct care staff must complete six documented hours of education annually, based on each employee's hire date. Staff must complete one hour of annual training in fall prevention and one hour of training in behavior management, for example, prevention of aggressive behavior and de-escalation techniques, practices to decrease the frequency of the use of restraint, and

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alternatives to restraints. Training for these subjects must be competency-based. Subject matter must address the unique needs of the facility. Suggested topics include:

(i) promoting resident dignity, independence, individuality, privacy, and choice;

(ii) resident rights and principles of self-determination;

(iii) communication techniques for working with residents with hearing, visual, or cognitive impairment;

(iv) communicating with families and other persons interested in the resident;

(v) common physical, psychological, social, and emotional conditions and how these conditions affect residents' care;

(vi) essential facts about common physical and mental disorders, for example, arthritis, cancer, dementia, depression, heart and lung diseases, sensory problems, or stroke;

(vii) cardiopulmonary resuscitation;

(viii) common medications and side effects, including psychotropic medications, when appropriate;

(ix) understanding mental illness;

(x) conflict resolution and de-escalation techniques; and

(xi) information regarding community resources.

(D) Facilities that employ licensed nurses, certified nurse aides, or certified medication aides must provide annual in-service training, appropriate to their job responsibilities, from one or more of the following areas:

(i) communication techniques and skills useful when providing geriatric care (skills for communicating with the hearing impaired, visually impaired and cognitively impaired; therapeutic touch; recognizing communication that indicates psychological abuse);

(ii) assessment and interventions related to the common physical and psychological changes of aging for each body system;

(iii) geriatric pharmacology, including treatment for pain management, food and drug interactions, and sleep disorders;

(iv) common emergencies of geriatric residents and how to prevent them, for example falls, choking on food or medicines, injuries from restraint use; recognizing sudden changes in

physical condition, such as stroke, heart attack, acute abdomen, acute glaucoma; and obtaining emergency treatment;

(v) common mental disorders with related nursing implications; and

(vi) ethical and legal issues regarding advance directives, abuse and neglect, guardianship, and confidentiality.

(b) Social services. The facility must provide an activity and/or social program at least weekly for the residents.

(c) Resident assessment. Within 14 days of admission, a resident comprehensive assessment and an individual service plan for providing care, which is based on the comprehensive assessment, must be completed. The comprehensive assessment must be completed by the appropriate staff and documented on a form developed by the facility. When a facility is unable to obtain information required for the comprehensive assessment, the facility should document its attempts to obtain the information.

(1) The comprehensive assessment must include the following items:

(A) the location from which the resident was admitted;

(B) primary language;

(C) sleep-cycle issues;

(D) behavioral symptoms;

(E) psychosocial issues (i.e., a psychosocial functioning assessment that includes an assessment of mental or psychosocial adjustment difficulty; a screening for signs of depression, such as withdrawal, anger or sad mood; assessment of the resident's level of anxiety; and determining if the resident has a history of psychiatric diagnosis that required in-patient treatment);

(F) Alzheimer's/dementia history;

(G) activities of daily living patterns (i.e., wakened to toilet all or most nights, bathed in morning/night, shower or bath);

(H) involvement patterns and preferred activity pursuits (i.e., daily contact with relatives, friends, usually attended religious services, involved in group activities, preferred activity settings, general activity preferences);

(I) cognitive skills for daily decision-making (independent, modified independence, moderately impaired, severely impaired);

(J) communication (ability to communicate with others, communication devices);

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(K) physical functioning (transfer status; ambulation status; toilet use; personal hygiene; ability to dress, feed and groom self);

(L) continence status;

(M) nutritional status (weight changes, nutritional problems or approaches);

(N) oral/dental status;

(O) diagnoses;

(P) medications (administered, supervised, self-administers);

(Q) health conditions and possible medication side effects;

(R) special treatments and procedures;

(S) hospital admissions within the past six months or since last assessment; and

(T) preventive health needs (i.e., blood pressure monitoring, hearing-vision assessment).

(2) The service plan must be approved and signed by the resident or a person responsible for the resident's health care decisions. The facility must provide care according to the service plan. The service plan must be updated annually and upon a significant change in condition, based upon an assessment of the resident.

(3) For respite clients, the facility may keep a service plan for six months from the date on which it is developed. During that period, the facility may admit the individual as frequently as needed.

(4) Emergency admissions must be assessed and a service plan developed for them.

(d) Resident policies.

(1) Before admitting a resident, facility staff must explain and provide a copy of the disclosure statement to the resident, family, or responsible party. An assisted living facility that provides brain injury rehabilitation services must attach to its disclosure statement a specific statement that licensure as an assisted living facility does not indicate state review, approval, or endorsement of the facility's rehabilitative services. The facility must document receipt of the disclosure statement.

(2) The facility must provide residents with a copy of the Resident Bill of Rights.

(3) When a resident is admitted, the facility must provide to the resident's immediate family, and document the family's receipt of, the DADS telephone hotline number to report suspected abuse, neglect, or exploitation, as referenced in §92.102 of this chapter (relating to Abuse, Neglect, or Exploitation Reportable to DADS).

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(4) The facility must have written policies regarding residents accepted, services provided, charges, refunds, responsibilities of facility and residents, privileges of residents, and other rules and regulations.

(5) Each facility must make available copies of the resident policies to staff and to residents or residents' responsible parties at time of admission. Documented notification of any changes to the policies must occur before the effective date of the changes.

(6) Before or upon admission of a resident, a facility must notify the resident and, if applicable, the resident's legally authorized representative, of DADS rules and the facility's policies related to restraint and seclusion.

(e) Admission policies.

(1) A facility must not admit or retain a resident whose needs cannot be met by the facility or who cannot secure the necessary services from an outside resource. As part of the facility's general supervision and oversight of the physical and mental well-being of its residents, the facility remains responsible for all care provided at the facility. If the individual is appropriate for placement in a facility, then the decision that additional services are necessary and can be secured is the responsibility of facility management with written concurrence of the resident, resident's attending physician, or legal representative. Regardless of the possibility of "aging in place" or securing additional services, the facility must meet all Life Safety Code requirements based on each resident's evacuation capabilities, except as provided in subsection (f) of this section.

(2) There must be a written admission agreement between the facility and the resident. The agreement must specify such details as services to be provided and the charges for the services. If the facility provides services and supplies that could be a Medicare benefit, the facility must provide the resident a statement that such services and supplies could be a Medicare benefit.

(3) A facility must share a copy of the facility disclosure statement, rate schedule, and individual resident service plan with outside resources that provide any additional services to a resident. Outside resources must provide facilities with a copy of their resident care plans and must document, at the facility, any services provided, on the day provided.

(4) Each resident must have a health examination by a physician performed within 30 days before admission or 14 days after admission, unless a transferring hospital or facility has a physical examination in the medical record.

(5) The assisted living facility must secure at the time of admission of a resident the following identifying information:

(A) full name of resident;

(B) social security number;

(C) usual residence (where resident lived before admission);

(D) sex;

(E) marital status;

(F) date of birth;

(G) place of birth;

(H) usual occupation (during most of working life);

(I) family, other persons named by the resident, and physician for emergency notification;

(J) pharmacy preference; and

(K) Medicaid/Medicare number, if available.

(f) Inappropriate placement in Type A or Type B facilities.

(1) DADS or a facility may determine that a resident is inappropriately placed in the facility if a resident experiences a change of condition but continues to meet the facility evacuation criteria.

(A) If DADS determines the resident is inappropriately placed and the facility is willing to retain the resident, the facility is not required to discharge the resident if, within 10 working days after receiving the Statement of Licensing Violations and Plan of Correction, Form 3724, and the Report of Contact, Form 3614-A, from DADS, the facility submits the following to the DADS regional office:

(i) Physician's Assessment, Form 1126, indicating that the resident is appropriately placed and describing the resident's medical conditions and related nursing needs, ambulatory and transfer abilities, and mental status;

(ii) Resident's Request to Remain in Facility, Form 1125, indicating that:

(I) the resident wants to remain at the facility; or

(II) if the resident lacks capacity to provide a written statement, the resident's family member or legally authorized representative wants the resident to remain at the facility; and

(iii) Facility Request, Form 1124, indicating that the facility agrees that the resident may remain at the facility.

(B) If the facility initiates the request for an inappropriately placed resident to remain in the facility, the facility must complete and date the forms described in subparagraph (A) of this paragraph and submit them to the DADS regional office within 10 working days after the date

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the facility determines the resident is inappropriately placed, as indicated on the DADS prescribed forms.

(2) DADS or a facility may determine that a resident is inappropriately placed in the facility if the facility does not meet all requirements referenced in §92.3 of this chapter (relating to Types of Assisted Living Facilities) for the evacuation of a designated resident.

(A) If, during a site visit, DADS determines that a resident is inappropriately placed at the facility and the facility is willing to retain the resident, the facility must request an evacuation waiver as described in subparagraph (C) of this paragraph to the DADS regional office within 10 working days after the date the facility receives the Statement of Licensing Violations and Plan of Correction, Form 372, and the Report of Contact, Form 3614-A. If the facility is not willing to retain the resident, the facility must discharge the resident within 30 days after receiving the Statement of Licensing Violations and Plan of Correction and the Report of Contact.

(B) If the facility initiates the request for a resident to remain in the facility, the facility must request an evacuation waiver as described in subparagraph (C) of this paragraph from the DADS regional office within 10 working days after the date the facility determines the resident is inappropriately placed, as indicated on the DADS prescribed forms.

(C) To request an evacuation waiver for an inappropriately placed resident, a facility must submit to the DADS regional office:

(i) Physician's Assessment, Form 1126, indicating that the resident is appropriately placed and describing the resident's medical conditions and related nursing needs, ambulatory and transfer abilities, and mental status;

(ii) Resident's Request to Remain in Facility, Form 1125, indicating that:

(I) the resident wants to remain at the facility; or

(II) if the resident lacks capacity to provide a written statement, the resident's family member or legally authorized representative wants the resident to remain at the facility;

(iii) Facility Request, Form 1124, indicating that the facility agrees that the resident may remain at the facility;

(iv) a detailed emergency plan that explains how the facility will meet the evacuation needs of the resident, including:

(I) he specific staff positions that will be on duty to assist with evacuation and their shift times;

(II) specific staff positions that will be on duty and awake at night; and

(III) specific staff training that relates to resident evacuation;

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(v) a copy of an accurate facility floor plan, to scale, that labels all rooms by use and indicates the specific resident's room;

(vi) a copy of the facility's emergency evacuation plan;

(vii) a copy of the facility fire drill records for the last 12 months;

(viii) a copy of a completed Fire Marshal/State Fire Marshal Notification, Form 1127, signed by the fire authority having jurisdiction (either the local Fire Marshal or State Fire Marshal) as an acknowledgement that the fire authority has been notified that the resident's evacuation capability has changed;

(ix) a copy of a completed Fire Suppression Authority Notification, Form 1129, signed by the local fire suppression authority as an acknowledgement that the fire suppression authority has been notified that the resident's evacuation capability has changed;

(x) a copy of the resident's most recent comprehensive assessment that addresses the areas required by subsection (c) of this section and that was completed within 60 days, based on the date stated on the evacuation waiver form submitted to DADS;

(xi) the resident's service plan that addresses all aspects of the resident's care, particularly those areas identified by DADS, including:

(I) the resident's medical condition and related nursing needs;

(II) hospitalizations within 60 days, based on the date stated on the evacuation waiver form submitted to DADS;

(III) any significant change in condition in the last 60 days, based on the date stated on the evacuation waiver form submitted to DADS;

(IV) specific staffing needs; and

(V) services that are provided by an outside provider;

(xii) any other information that relates to the required fire safety features of the facility that will ensure the evacuation capability of any resident; and

(xiii) service plans of other residents, if requested by DADS.

(D) A facility must meet the following criteria to receive a waiver from DADS:

(i) The emergency plan submitted in accordance with subparagraph (C)(iv) of this paragraph must ensure that:

(I) staff is adequately trained;

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(II) a sufficient number of staff is on all shifts to move all residents to a place of safety;

(III) residents will be moved to appropriate locations, given health and safety issues;

(IV) all possible locations of fire origin areas and the necessity for full evacuation of the building are addressed;

(V) the fire alarm signal is adequate;

(VI) there is an effective method for warning residents and staff during a malfunction of the building fire alarm system;

(VII) there is a method to effectively communicate the actual location of the fire; and

(VIII) the plan satisfies any other safety concerns that could have an effect on the residents' safety in the event of a fire; and

(ii) the emergency plan will not have an adverse effect on other residents of the facility who have waivers of evacuation or who have special needs that require staff assistance.

(E) DADS reviews the documentation submitted under this subsection and notifies the facility in writing of its determination to grant or deny the waiver within 10 working days after the date the request is received in the DADS regional office.

(F) Upon notification that DADS has granted the evacuation waiver, the facility must immediately initiate all provisions of the proposed emergency plan. If the facility does not follow the emergency plan, and there are health and safety concerns that are not addressed, DADS may determine that there is an immediate threat to the health or safety of a resident.

(G) DADS reviews a waiver of evacuation during the facility's annual renewal licensing inspection.

(3) If a DADS surveyor determines that a resident is inappropriately placed at a facility and the facility either agrees with the determination or fails to obtain the written statements or waiver required in this subsection, the facility must discharge the resident.

(A) The resident is allowed 30 days after the date of notice of discharge to move from the facility.

(B) A discharge required under this subsection must be made notwithstanding:

(i) any other law, including any law relating to the rights of residents and any obligations imposed under the Property Code; and

(ii) the terms of any contract.

(4) If a facility is required to discharge the resident because the facility has not submitted the written statements required by paragraph (1) of this subsection to the DADS regional office, or DADS denies the waiver as described in paragraph (2) of this subsection, DADS may:

(A) assess an administrative penalty if DADS determines the facility has intentionally or repeatedly disregarded the waiver process because the resident is still residing in the facility when DADS conducts a future onsite visit; or

(B) seek other sanctions, including an emergency suspension or closing order, against the facility under Texas Health and Safety Code Chapter 247, Subchapter C (relating to General Enforcement), if DADS determines there is a significant risk and immediate threat to the health and safety of a resident of the facility.

(5) The facility's disclosure statement must notify the resident and resident's legally authorized representative of the waiver process described in this section and the facility's policies and procedures for aging in place.

(6) After the first year of employment and no later than the anniversary date of the facility manager's hire date, the manager must show evidence of annual completion of DADS training on aging in place and retaliation.

(g) Advance directives.

(1) The facility must maintain written policies regarding the implementation of advance directives. The policies must include a clear and precise statement of any procedure the facility is unwilling or unable to provide or withhold in accordance with an advance directive.

(2) The facility must provide written notice of these policies to residents at the time they are admitted to receive services from the facility.

(A) If, at the time notice is to be provided, the resident is incompetent or otherwise incapacitated and unable to receive the notice, the facility must provide the written notice, in the following order of preference, to:

(i) the resident's legal guardian;

(ii) a person responsible for the resident's health care decisions;

(iii) the resident's spouse;

(iv) the resident's adult child;

(v) the resident's parents; or

(vi) the person admitting the resident.

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(B) If the facility is unable, after diligent search, to locate an individual listed under subparagraph (A) of this paragraph, the facility is not required to give notice.

(3) If a resident who was incompetent or otherwise incapacitated and unable to receive notice regarding the facility's advance directives policies later becomes able to receive the notice, the facility must provide the written notice at the time the resident becomes able to receive the notice.

(4) Failure to inform the resident of facility policies regarding the implementation of advance directives will result in an administrative penalty of $500.

(A) Facilities will receive written notice of the recommendation for an administrative penalty.

(B) Within 20 days after the date on which written notice is sent to a facility, the facility must give written consent to the penalty or make written request for a hearing to the Texas Health and Human Services Commission.

(C) Hearings will be held in accordance with the formal hearing procedures at 1 TAC Chapter 357, Subchapter I (relating to Hearings Under the Administrative Procedures Act).

(h) Resident records.

(1) Records that pertain to residents must be treated as confidential and properly safeguarded from unauthorized use, loss, or destruction.

(2) Resident records must contain:

(A) information contained in the facility's standard and customary admission form;

(B) a record of the resident's assessments;

(C) the resident's service plan;

(D) physician's orders, if any;

(E) any advance directives;

(F) documentation of a health examination by a physician performed within 30 days before admission or 14 days after admission, unless a transferring hospital or facility has a physical examination in the medical record. Christian Scientists are excluded from this requirement;

(G) documentation by health care professionals of any services delivered in accordance with the licensing, certification, or other regulatory standards applicable to the health care professional under law; and

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(H) a copy of the most recent court order appointing a guardian of a resident or a resident's estate and letters of guardianship that the facility received in response to the request made in accordance with §92.42 of this subchapter (relating to Guardianship Record Requirements).

(3) Records must be available to residents, their legal representatives, and DADS staff.

(i) Personnel records. An assisted living facility must keep current and complete personnel records on a facility employee for review by DADS staff including:

(1) documentation that the facility performed a criminal history check;

(2) an annual employee misconduct registry check;

(3) an annual nurse aide registry check;

(4) documentation of initial tuberculosis screenings referenced in subsection (n) of this section;

(5) documentation of the employee's compliance with or exemption from the facility vaccination policy referenced in subsection (r) of this section; and

(6) the signed statement from the employee referenced in §92.102 of this chapter acknowledging that the employee may be criminally liable for the failure to report abuse, neglect and exploitation.

(j) Medications.

(1) Administration. Medications must be administered according to physician's orders.

(A) Residents who choose not to or cannot self-administer their medications must have their medications administered by a person who:

(i) holds a current license under state law that authorizes the licensee to administer medication; or

(ii) holds a current medication aide permit and acts under the authority of a person who holds a current nursing license under state law that authorizes the licensee to administer medication. A medication aide must function under the direct supervision of a licensed nurse on duty or on call by the facility.

(iii) is an employee of the facility to whom the administration of medication has been delegated by a registered nurse, who has trained them to administer medications or verified their training. The delegation of the administration of medication is governed by 22 TAC Chapter 225 (concerning RN Delegation to Unlicensed Personnel and Tasks Not Requiring Delegation in Independent Living Environments for Clients with Stable and Predictable Conditions), which implements the Nursing Practice Act.

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(B) All resident's prescribed medication must be dispensed through a pharmacy or by the resident's treating physician or dentist.

(C) Physician sample medications may be given to a resident by the facility provided the medication has specific dosage instructions for the individual resident.

(D) Each resident's medications must be listed on an individual resident's medication profile record. The recorded information obtained from the prescription label must include, but is not limited to, the medication:

(i) name;

(ii) strength;

(iii) dosage;

(iv) amount received;

(v) directions for use;

(vi) route of administration;

(vii) prescription number;

(viii) pharmacy name; and

(ix) the date each medication was issued by the pharmacy.

(2) Supervision. Supervision of a resident's medication regimen by facility staff may be provided to residents who are incapable of self-administering without assistance to include and limited to:

(A) reminders to take their medications at the prescribed time;

(B) opening containers or packages and replacing lids;

(C) pouring prescribed dosage according to medication profile record;

(D) returning medications to the proper locked areas;

(E) obtaining medications from a pharmacy; and

(F) listing on an individual resident's medication profile record the medication:

(i) name;

(ii) strength;

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(iii) dosage;

(iv) amount received;

(v) directions for use;

(vi) route of administration;

(vii) prescription number;

(viii) pharmacy name; and

(ix) the date each medication was issued by the pharmacy.

(3) Self-administration.

(A) Residents who self-administer their own medications and keep them locked in their room must be counseled at least once a month by facility staff to ascertain if the residents continue to be capable of self-administering their medications/treatments and if security of medications can continue to be maintained. The facility must keep a written record of counseling.

(B) Residents who choose to keep their medications locked in the central medication storage area may be permitted entrance or access to the area for the purpose of self-administering their own medication/treatment regimen. A facility staff member must remain in or at the storage area the entire time any resident is present.

(4) General.

(A) Facility staff will immediately report to the resident's physician and responsible party any unusual reactions to medications or treatments.

(B) When the facility supervises or administers the medications, a written record must be kept when the resident does not receive or take his/her medications/treatments as prescribed. The documentation must include the date and time the dose should have been taken, and the name and strength of medication missed; however, the recording of missed doses of medication does not apply when the resident is away from the assisted living facility.

(5) Storage.

(A) The facility must provide a locked area for all medications. Examples of areas include, but are not limited to:

(i) central storage area;

(ii) medication cart; and

(iii) resident room.

(B) Each resident's medication must be stored separately from other resident's medications within the storage area.

(C) A refrigerator must have a designated and locked storage area for medications that require refrigeration, unless it is inside a locked medication room.

(D) Poisonous substances and medications labeled for "external use only" must be stored separately within the locked medication area.

(E) If facilities store controlled drugs, facility policies and procedures must address the prevention of the diversion of the controlled drugs.

(6) Disposal.

(A) Medications no longer being used by the resident for the following reasons are to be kept separate from current medications and are to be disposed of by a registered pharmacist licensed in the State of Texas:

(i) medications discontinued by order of the physician;

(ii) medications that remain after a resident is deceased; or

(iii) medications that have passed the expiration date.

(B) Needles and hypodermic syringes with needles attached must be disposed as required by 25 TAC §§1.131-1.137 (relating to Definition, Treatment, and Disposition of Special Waste from Health Care-Related Facilities).

(C) Medications kept in a central storage area are released to discharged residents when a receipt has been signed by the resident or responsible party.

(k) Accident, injury, or acute illness.

(1) In the event of accident or injury that requires emergency medical, dental or nursing care, or in the event of apparent death, the assisted living facility will:

(A) make arrangements for emergency care and/or transfer to an appropriate place for treatment, such as a physician's office, clinic, or hospital;

(B) immediately notify the resident's physician and next of kin, responsible party, or agency who placed the resident in the facility; and

(C) describe and document the injury, accident, or illness on a separate report. The report must contain a statement of final disposition and be maintained on file.

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(2) The facility must stock and maintain in a single location first aid supplies to treat burns, cuts, and poisoning.

(3) Residents who need the services of professional nursing or medical personnel due to a temporary illness or injury may have those services delivered by persons qualified to deliver the necessary service.

(l) Resident finances. The assisted living facility must keep a simple financial record on all charges billed to the resident for care and these records must be available to DADS. If the resident entrusts the handling of any personal finances to the assisted living facility, a simple financial record must be maintained to document accountability for receipts and expenditures, and these records must be available to DADS. Receipts for payments from residents or family members must be issued upon request.

(m) Food and nutrition services.

(1) A person designated by the facility is responsible for the total food service of the facility.

(2) At least three meals or their equivalent must be served daily, at regular times, with no more than a 16-hour span between a substantial evening meal and breakfast the following morning. All exceptions must be specifically approved by DADS.

(3) Menus must be planned one week in advance and must be followed. Variations from the posted menus must be documented. Menus must be prepared to provide a balanced and nutritious diet, such as that recommended by the National Food and Nutrition Board. Food must be palatable and varied. Records of menus as served must be filed and maintained for 30 days after the date of serving.

(4) Therapeutic diets as ordered by the resident's physician must be provided according to the service plan. Therapeutic diets that cannot customarily be prepared by a layperson must be calculated by a qualified dietician. Therapeutic diets that can customarily be prepared by a person in a family setting may be served by the assisted living facility.

(5) Supplies of staple foods for a minimum of a four-day period and perishable foods for a minimum of a one-day period must be maintained on the premises.

(6) Food must be obtained from sources that comply with all laws relating to food and food labeling. If food, subject to spoilage, is removed from its original container, it must be kept sealed, and labeled. Food subject to spoilage must also be dated.

(7) Plastic containers with tight fitting lids are acceptable for storage of staple foods in the pantry.

(8) Potentially hazardous food, such as meat and milk products, must be stored at 45 degrees Fahrenheit or below. Hot food must be kept at 140 degrees Fahrenheit or above during

preparation and serving. Food that is reheated must be heated to a minimum of 165 degrees Fahrenheit.

(9) Freezers must be kept at a temperature of 0 degrees Fahrenheit or below and refrigerators must be 41 degrees Fahrenheit or below. Thermometers must be placed in the warmest area of the refrigerator and freezer to assure proper temperature.

(10) Food must be prepared and served with the least possible manual contact, with suitable utensils, and on surfaces that have been cleaned, rinsed, and sanitized before use to prevent cross-contamination.

(11) Facilities must prepare food in accordance with established food preparation practices and safety techniques.

(12) A food service employee, while infected with a communicable disease that can be transmitted by foods, or who is a carrier of organisms that cause such a disease or while afflicted with a boil, an infected wound, or an acute respiratory infection, must not work in the food service area in any capacity in which there is a likelihood of such person contaminating food or food-contact surfaces with pathogenic organisms or transmitting disease to other persons.

(13) Effective hair restraints must be worn to prevent the contamination of food.

(14) Tobacco products must not be used in the food preparation and service areas.

(15) Kitchen employees must wash their hands before returning to work after using the lavatory.

(16) Dishwashing chemicals used in the kitchen may be stored in plastic containers if they are the original containers in which the manufacturer packaged the chemicals.

(17) Sanitary dishwashing procedures and techniques must be followed.

(18) Facilities that house 17 or more residents must comply with 25 TAC Chapter 228, Subchapters A-J (relating to Texas Food Establishment rules) and local health ordinances or requirements must be observed in the storage, preparation, and distribution of food; in the cleaning of dishes, equipment, and work area; and in the storage and disposal of waste.

(n) Infection control.

(1) Each facility must establish and maintain an infection control policy and procedure designated to provide a safe, sanitary, and comfortable environment and to help prevent the development and transmission of disease and infection.

(2) The facility must comply with departmental rules regarding special waste in 25 TAC §§1.131-1.137.

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(3) The name of any resident of a facility with a reportable disease as specified in 25 TAC §§97.1-97.13 (relating to Control of Communicable Diseases) must be reported immediately to the city health officer, county health officer, or health unit director having jurisdiction, and appropriate infection control procedures must be implemented as directed by the local health authority.

(4) The facility must have written policies for the control of communicable disease in employees and residents, which includes tuberculosis (TB) screening and provision of a safe and sanitary environment for residents and employees.

(A) If employees contract a communicable disease that is transmissible to residents through food handling or direct resident care, the employee must be excluded from providing these services as long as a period of communicability is present.

(B) The facility must maintain evidence of compliance with local and/or state health codes or ordinances regarding employee and resident health status.

(C) The facility must screen all employees for TB within two weeks of employment and annually, according to Centers for Disease Control and Prevention (CDC) screening guidelines. All persons who provide services under an outside resource contract must, upon request of the facility, provide evidence of compliance with this requirement.

(D) All residents should be screened upon admission and after exposure to TB, in accordance with the attending physician's recommendations and CDC guidelines.

(5) Personnel must handle, store, process, and transport linens so as to prevent the spread of infection.

(6) Universal precautions must be used in the care of all residents.

(o) Access to residents. The facility must allow an employee of DADS or an employee of a local authority into the facility as necessary to provide services to a resident.

(p) Restraints. All restraints for purposes of behavioral management, staff convenience, or resident discipline are prohibited. Seclusion is prohibited.

(1) As provided in §92.125(a)(3) of this chapter (relating to Resident's Bill of Rights and Provider Bill of Rights), a facility may use physical or chemical restraints only:

(A) if the use is authorized in writing by a physician and specifies:

(i) the circumstances under which a restraint may be used; and

(ii) the duration for which the restraint may be used; or

(B) if the use is necessary in an emergency to protect the resident or others from injury.

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(2) A behavioral emergency is a situation in which severely aggressive, destructive, violent, or self-injurious behavior exhibited by a resident:

(A) poses a substantial risk of imminent probable death of, or substantial bodily harm to, the resident or others;

(B) has not abated in response to attempted preventive de-escalatory or redirection techniques;

(C) could not reasonably have been anticipated; and

(D) is not addressed in the resident's service plan.

(3) Except in a behavioral emergency, a restraint must be administered only by qualified medical personnel.

(4) A restraint must not be administered under any circumstance if it:

(A) obstructs the resident's airway, including a procedure that places anything in, on, or over the resident's mouth or nose;

(B) impairs the resident's breathing by putting pressure on the resident's torso;

(C) interferes with the resident's ability to communicate; or

(D) places the resident in a prone or supine position.

(5) If a facility uses a restraint hold in a circumstance described in paragraph (2) of this subsection, the facility must use an acceptable restraint hold.

(A) An acceptable restraint hold is a hold in which the individual's limbs are held close to the body to limit or prevent movement and that does not violate the provisions of paragraph (4) of this subsection.

(B) After the use of restraint, the facility must:

(i) with the resident's consent, make an appointment with the resident's physician no later than the end of the first working day after the use of restraint and document in the resident's record that the appointment was made; or

(ii) if the resident refuses to see the physician, document the refusal in the resident's record.

(C) As soon as possible but no later than 24 hours after the use of restraint, the facility must notify one of the following persons, if there is such a person, that the resident has been restrained:

(i) the resident's legally authorized representative; or

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(ii) an individual actively involved in the resident's care, unless the release of this information would violate other law.

(D) If, under the Health Insurance Portability and Accountability Act, the facility is a "covered entity," as defined in 45 Code of Federal Regulations (CFR) §160.103, any notification provided under subparagraph (C)(ii) of this paragraph must be to a person to whom the facility is allowed to release information under 45 CFR §164.510.

(6) In order to decrease the frequency of the use of restraint, facility staff must be aware of and adhere to the findings of the resident assessment required in subsection (c) of this section for each resident.

(7) A facility may adopt policies that allow less use of restraint than allowed by the rules of this chapter.

(8) A facility must not discharge or otherwise retaliate against:

(A) an employee, resident, or other person because the employee, resident, or other person files a complaint, presents a grievance, or otherwise provides in good faith information relating to the misuse of restraint or seclusion at the facility; or

(B) a resident because someone on behalf of the resident files a complaint, presents a grievance, or otherwise provides in good faith information relating to the misuse of restraint or seclusion at the facility.

(q) Accreditation status. If a license holder uses an on-site accreditation survey by an accreditation commission instead of a licensing survey by DADS, as provided in §92.11(c)(2) and §92.15(j) of this chapter (relating to Criteria for Licensing; and Renewal Procedures and Qualifications), the license holder must provide written notification to DADS within five working days after the license holder receives a notice of change in accreditation status from the accreditation commission. The license holder must include a copy of the notice of change with its written notification to DADS.

(r) Vaccine Preventable Diseases.

(1) Effective September 1, 2012, a facility must develop and implement a policy to protect a resident from vaccine preventable diseases in accordance with Texas Health and Safety Code, Chapter 224.

(2) The policy must:

(A) require an employee or a contractor providing direct care to a resident to receive vaccines for the vaccine preventable diseases specified by the facility based on the level of risk the employee or contractor presents to residents by the employee's or contractor's routine and direct exposure to residents;

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(B) specify the vaccines an employee or contractor is required to receive in accordance with paragraph (1) of this subsection;

(C) include procedures for the facility to verify that an employee or contractor has complied with the policy;

(D) include procedures for the facility to exempt an employee or contractor from the required vaccines for the medical conditions identified as contraindications or precautions by the Centers for Disease Control and Prevention;

(E) for an employee or contractor who is exempt from the required vaccines, include procedures the employee or contractor must follow to protect residents from exposure to disease, such as the use of protective equipment, such as gloves and masks, based on the level of risk the employee or contractor presents to residents by the employee's or contractor's routine and direct exposure to residents;

(F) prohibit discrimination or retaliatory action against an employee or contractor who is exempt from the required vaccines for the medical conditions identified as contraindications or precautions by the Centers for Disease Control and Prevention, except that required use of protective medical equipment, such as gloves and masks, may not be considered retaliatory action;

(G) require the facility to maintain a written or electronic record of each employee's or contractor's compliance with or exemption from the policy;

(H) include disciplinary actions the facility may take against an employee or contractor who fails to comply with the policy.

(3) The policy may:

(A) include procedures for an employee or contractor to be exempt from the required vaccines based on reasons of conscience, including religious beliefs; and

(B) prohibit an employee or contractor who is exempt from the required vaccines from having contact with residents during a public health disaster, as defined in Texas Health and Safety Code, §81.003 (relating to Communicable Diseases).

(s) A DADS employee must not retaliate against an assisted living facility, an employee of an assisted living facility, or a person in control of an assisted living facility for:

(1) complaining about the conduct of a DADS employee;

(2) disagreeing with a DADS employee about the existence of a violation of this chapter or a rule adopted under this chapter; or

(3) asserting a right under state or federal law.

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§92.42 Guardianship Record Requirements

(a) A facility must request, from a resident's legally authorized representative or the person responsible for the resident's support, a copy of:

(1) the current court order appointing a guardian for the resident or the resident's estate; and

(2) current letters of guardianship for the resident.

(b) A facility must request the court order and letters of guardianship:

(1) when the facility admits an individual; and

(2) when the facility becomes aware a guardian is appointed after the facility admits a resident.

(c) A facility must request an updated copy of the court order and letters of guardianship at each annual assessment and retain documentation of any change.

(d) A facility must make at least one follow-up request within 30 days after the facility makes a request in accordance with subsection (b) or (c) of this section if the facility has not received:

(1) a copy of the court order and letters of guardianship; or

(2) a response that there is no court order or letters of guardianship.

(e) A facility must keep in the resident's record:

(1) documentation of the results of the request for the court order and letters of guardianship; and

(2) a copy of the court order and letters of guardianship.

§92.51 Certification of a Facility or Unit for Persons with Alzheimer's Disease and Related Disorders

(a) A facility that advertises, markets, or otherwise promotes that the facility or a distinct unit of the facility provides specialized care for persons with Alzheimer's disease or related disorders must be certified or have the unit certified under subsection (d) of this section or §92.22 of this chapter (relating to Alzheimer’s Certification of a Type B Facility for an Initial License Applicant in Good Standing). Certification under this section is not required for a facility to use

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advertising terms such as "medication reminders or assistance," "meal and activity reminders," "escort service," or "short-term memory loss, confusion, or forgetfulness."

(b) To be certified under subsection (d) of this section, a facility must be licensed as a Type B facility.

(c) A license holder must request certification of a facility or unit under subsection (d) of this section by using forms prescribed by DADS and include the fee described in §92.4(c) of this chapter (relating to Licensing Fees).

(d) After DADS receives a request for certification in accordance with subsection (c) of this section, DADS certifies a licensed Type B facility as a certified Alzheimer's facility or a unit of a licensed Type B facility as a certified Alzheimer's unit, if DADS determines:

(1) that the facility or unit is in compliance with §92.53(i) of this subchapter (relating to Standards for Certified Alzheimer's Assisted Living Facilities) and Subchapter D of this chapter (relating to Facility Construction), including meeting the requirements of a Life Safety Code (LSC) inspection within 120 days after the date DADS conducts an initial LSC inspection; and

(2) that the facility or unit meets the requirements of §92.53(a)-(h) of this subchapter based on an on-site health inspection, during which DADS must observe the facility's or unit's provision of care to at least one resident who has been admitted to the Alzheimer's facility or unit.

(e) A facility or unit must not exceed the maximum number of residents specified on the Alzheimer's certificate issued to the facility by DADS.

(f) A facility must post the facility's or unit's Alzheimer's certificate in a prominent location for public view.

(g) An Alzheimer's certificate is valid for two years from the effective date of approval by DADS.

(h) DADS cancels an Alzheimer's certificate if:

(1) a certified facility, or the facility in which a certified unit is located, undergoes a change of ownership; or

(2) DADS determines that a certified facility or unit is not in compliance with applicable Laws and rules.

(i) A facility must remove a cancelled certificate from display and advertising, and surrender the certificate to DADS.

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§92.53 Standards for Certified Alzheimer's Assisted Living Facilities

(a) Manager qualifications and training.

(1) The manager of the certified Alzheimer facility or the supervisor of the certified Alzheimer unit must be 21 years of age, and have:

(A) an associate's degree in nursing, health care management;

(B) a bachelor's degree in psychology, gerontology, nursing, or a related field; or

(C) proof of graduation from an accredited high school or certification of equivalency of graduation and at least one year of experience working with persons with dementia.

(2) The manager or supervisor must complete six hours of annual continuing education regarding dementia care.

(b) Staff training.

(1) All staff members must receive four hours of dementia-specific orientation prior to assuming any job responsibilities. Training must cover, at a minimum, the following topics:

(A) basic information about the causes, progression, and management of Alzheimer's disease;

(B) managing dysfunctional behavior; and

(C) identifying and alleviating safety risks to residents with Alzheimer's disease.

(2) Direct care staff must receive 16 hours of on-the-job supervision and training within the first 16 hours of employment following orientation. Training must cover:

(A) providing assistance with the activities of daily living;

(B) emergency and evacuation procedures specific to the dementia population;

(C) managing dysfunctional behavior; and

(D) behavior management, including prevention of aggressive behavior and de-escalation techniques, or fall prevention, or alternatives to restraints.

(3) Direct care staff must annually complete 12 hours of in-service education regarding Alzheimer's disease. One hour of annual training must address behavior management, including prevention of aggressive behavior and de-escalation techniques, or fall prevention, or alternatives

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to restraints. Training for these subjects must be competency-based. Subject matter must address the unique needs of the facility. Additional suggested topics include:

(A) assessing resident capabilities and developing and implementing service plans;

(B) promoting resident dignity, independence, individuality, privacy and choice;

(C) planning and facilitating activities appropriate for the dementia resident;

(D) communicating with families and other persons interested in the resident;

(E) resident rights and principles of self-determination;

(F) care of elderly persons with physical, cognitive, behavioral and social disabilities;

(G) medical and social needs of the resident;

(H) common psychotropics and side effects; and

(I) local community resources.

(c) Staffing. A facility must employ sufficient staff to provide services for and meet the needs of its Alzheimer's residents. In large facilities or units with 17 or more residents, two staff members must be immediately available when residents are present.

(d) Alzheimer's Assisted Living Disclosure Statement form. A facility must use the Alzheimer’s Assisted Living Disclosure Statement form and amend the form if changes in the operation of the facility will affect the information in the form.

(e) Pre-admission. The facility must establish procedures, such as an application process, interviews, and home visits, to ensure that prospective residents are appropriate and their needs can be met.

(1) Prior to admitting a resident, facility staff must discuss and explain the Alzheimer's Assisted Living Disclosure Statement form with the family or responsible party.

(2) The facility must give the Alzheimer's Assisted Living Disclosure Statement form to any individual seeking information about the facility's care or treatment of residents with Alzheimer's disease and related disorders.

(f) Assessment. The facility must make a comprehensive assessment of each resident within 14 days of admission and annually. The assessment must include the items listed in §92.41(c)(1)(A)-(T) of this chapter (relating to Standards for Type A and Type B Assisted Living Facilities).

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(g) Service plan. Facility staff, with input from the family, if available, must develop an individualized service plan for each resident, based upon the resident assessment, within 14 days of admission. The service plan must address the individual needs, preferences, and strengths of the resident. The service plan must be designed to help the resident maintain the highest possible level of physical, cognitive, and social functioning. The service plan must be updated annually and upon a significant change in condition, based upon an assessment of the resident.

(h) Activities. A facility must encourage socialization, cognitive awareness, self-expression, and physical activity in a planned and structured activities program. Activities must be individualized, based upon the resident assessment, and appropriate for each resident's abilities.

(1) The activity program must contain a balanced mixture of activities addressing cognitive, recreational, and activity of daily living (ADL) needs.

(A) Cognitive activities include, but are not limited, to arts, crafts, story telling, poetry readings, writing, music, reading, discussion, reminiscences, and reviews of current events.

(B) Recreational activities include all socially interactive activities, such as board games and cards, and physical exercise. Care of pets is encouraged.

(C) Self-care ADLs include grooming, bathing, dressing, oral care, and eating. Occupational ADLs include cleaning, dusting, cooking, gardening, and yard work. Residents must be allowed to perform self-care ADLs as long as they are able to promote independence and self worth.

(2) Residents must be encouraged, but never forced, to participate in activities. Residents who choose not to participate in a large group activity must be offered at least one small group or one-on-one activity per day.

(3) Facilities must have an employee responsible for leading activities.

(A) Facilities with 16 or fewer residents must designate an employee to plan, supply, implement, and record activities.

(B) Facilities with 17 or more residents must employ, at a minimum, an activity director for 20 hours weekly. The activity director must be a qualified professional who:

(i) is a qualified therapeutic recreation specialist or an activities professional who is eligible for certification as a therapeutic recreation specialist, therapeutic recreation assistant, or an activities professional by a recognized accrediting body, such as the National Council for Therapeutic Recreation Certification, the National Certification Council for Activity Professionals, or the Consortium for Therapeutic Recreation/Activities Certification, Inc.; or

(ii) has two years of experience in a social or recreational program within the last five years, one year of which was full-time in an activities program in a health care setting; or

(iii) has completed an activity director training course approved by the National Association for Activity Professionals or the National Therapeutic Recreation Society.

(4) The activity director or designee must review each resident's medical and social history, preferences, and dislikes, in determining appropriate activities for the resident. Activities must be tailored to the residents' unique requirements and skills.

(5) The activities program must provide opportunities for group and individual settings. On weekdays, each resident must be offered at least one cognitive activity, two recreational activities and three ADL activities each day. The cognitive and recreational activities (structured activities) must be at least 30 minutes in duration, with a minimum of six and a half hours of structured activity for the entire week. At least an hour and a half of structured activities must be provided during the weekend and must include at least one cognitive activity and one physical activity.

(6) The activity director or designee must create a monthly activities schedule. Structured activities should occur at the same time and place each week to ensure a consistent routine within the facility.

(7) The activity director or designee must annually attend at least six hours of continuing education regarding Alzheimer's disease or related disorders.

(8) Special equipment and supplies necessary to accommodate persons with a physical disability or other persons with special needs must be provided as appropriate.

(i) Physical Plant. Alzheimer's units, if segregated from other parts of the Type B facility with approved security devices, must meet the following requirements within the Alzheimer's unit:

(1) Resident living area(s) must be in compliance with §92.62(m)(3) of this chapter (relating to General Requirements).

(2) Resident dining area(s) must be in compliance with §92.62(m)(4) of this chapter.

(3) Resident toilet and bathing facilities must be in compliance with §92.62(m)(2) of this chapter.

(4) A monitoring station must be provided within the Alzheimer's unit with a writing surface such as a desk or counter, chair, task illumination, telephone or intercom, and lockable storage for resident records.

(5) Access to at least two approved exits remote from each other must be provided in order to meet the Life Safety Code requirements.

(6) In large facilities, cross corridor control doors, if used for the security of the residents, must be similar to smoke doors, which are each 34 inches in width and swing in opposite directions. A latch or other fastening device on a door must be provided with a knob, handle, panic bar, or other simple type of releasing device.

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(7) An outdoor area of at least 800 square feet must be provided in at least one contiguous space. This area must be connected to, be a part of, be controlled by, and be directly accessible from the facility.

(A) Such areas must have walls or fencing that do not allow climbing or present a hazard and meet the following requirements. These minimum dimensions do not apply to additional fencing erected along property lines or building setback lines for privacy or to meet requirements of local building authorities.

(i) Minimum distance of the enclosure fence from the building is 8 feet if the fence is parallel to the building and there are no window openings;

(ii) Minimum distance of the enclosure fence (parallel with building walls) from bedroom windows is 20 feet if the fencing is solid and 15 feet from bedroom windows if the fencing is open; or

(iii) For unusual or unique site conditions, areas of enclosure may have alternate configurations with DADS approval.

(B) Access to at least two approved exits remote from each other must be provided from the enclosed area in order to meet the Life Safety Code requirements.

(C) If the enclosed area involves a required exit from the building, the following additional requirements must be met:

(i) A minimum of two gates must be remotely located from each other if only one exit is enclosed. If two or more exits are enclosed by the fencing and entry access can be made at each door, a minimum of one gate is required.

(ii) The gate(s) must be located to provide a continuous path of travel from the building exit to a public way, including walkways of concrete, asphalt, or other approved materials.

(iii) If gate(s) are locked, the gate nearest the exit from the building must be locked with an electronic lock that operates the same as electronic locks on control doors and/or exit doors and is in compliance with the National Electrical Code for exterior exposure. Additional gates may also have electronic locks or may have keyed locks provided staff carry the keys. All gates may have keyed locks, provided all staff carry the keys, and the outdoor area has an area of refuge which:

(I) extends beyond a minimum of 30 feet from the building; and

(II) the area of refuge allows at least 15 square feet per person (resident, staff, visitor) potentially present at the time of a fire.

(8) Locking devices may be used on the control doors provided the following criteria are met:

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(A) The building must have an approved sprinkler system and an approved fire alarm system to meet the licensing standards.

(B) The locking device must be electronic and must be released when any one of the following occurs:

(i) activation of the fire alarm or sprinkler system;

(ii) power failure to the facility; or

(iii) activation of a switch or button located at the monitoring station and at the main staff station.

(C) A key pad or buttons may be located at the control doors for routine use by staff.

(9) Locking devices may be used on the exit doors provided:

(A) the locking arrangements meet §7.2.1.6 of the Life Safety Code; or,

(B) the following criteria are met:

(i) The building must have an approved sprinkler system and an approved fire alarm system to meet the licensing standards.

(ii) The locking device must be electro-magnetic; that is, no type of throw-bolt is to be used.

(iii) The device must release when any one of the following occurs:

(I) activation of the fire alarm or sprinkler system;

(II) power failure to the facility; or

(III) activation of a switch or button located at the monitoring station and at the main staff station.

(iv) A key pad or buttons may be located at the control doors for routine use by staff.

(v) A manual fire alarm pull must be located within five feet of each exit door with a sign stating, "Pull to release door in an emergency."

(vi) Staff must be trained in the methods of releasing the door device.

§92.54 Advertisements, Solicitations, and Promotional Material

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An assisted living facility must use its state-issued facility identification number in all advertisements, solicitations, and promotional materials, including yellow pages, brochures, and business cards.

LS-ALF, Subchapter D, Facility Construction

Revision 16-2

§92.61 Introduction and Application

a. Classification of facilities.
    1. A small facility is a building or buildings consisting of one or more floors providing sleeping accommodations for 16 or fewer residents exclusive of "live-in" houseparents, family or staff.
    2. A large facility is a building or buildings consisting of one or more floors providing sleeping accommodations for 17 or more residents exclusive of "live-in" staff.
    3. New construction is any construction work that began on or after January 6, 2014. Converting an unlicensed building or unlicensed portion of a building to an assisted living facility must meet the new construction requirements for the proposed new use referenced in the Life Safety Code.
    4. An existing facility is one that operated with a license as an assisted living facility before January 6, 2014 and has not subsequently become unlicensed.
b. Applicability of requirements for construction and life safety.
    1. All buildings or structures, new or existing, used as a licensed assisted living facility must comply with these standards. Any exceptions are specifically mentioned.
    2. Existing buildings and structures that are converted to assisted living occupancy, must not admit assisted living residents until all standards are met and DADS grants approval for occupancy.
    3. A licensed nursing facility or licensed hospital that meets the requirements of Chapter 18, New Health Care Occupancies, or Chapter 19, Existing Health Care Occupancies, of National Fire Protection Association 101 (NFPA 101), may be considered as an assisted living occupancy without implementing additional fire safety features as may be specified in this subchapter.
    4. Buildings and structures must comply with the 2000 edition of NFPA 101, as published by the National Fire Protection Association, Inc., as follows. For new construction, DADS may authorize an assisted living facility to comply with later editions of the code, in their entirety, when required by local building authorities.
        A. All new Type A facilities and small Type B facilities must comply with Chapter 32, New Residential Board and Care Occupancies.

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B. All existing Type A facilities and small Type B facilities must comply with Chapter 33, Existing Residential Board and Care Occupancies.
C. All new Type B large facilities must comply with Chapter 18. The requirements of limited care, as defined by the NFPA 101, may be used.
D. All existing Type B large facilities must comply with Chapter 19. The requirements of limited care, as defined by the NFPA 101, may be used.
E. All assisted living facilities must comply with other chapters, sections, subsections, or paragraphs of the NFPA 101, including Chapter 1, Administration; Chapter 2, Mandatory References; Chapter 3, Definitions; Chapter 4, General; Chapter 5, Performance-Based Option; Chapter 6, Classification of Occupancy and Hazard of Contents; Chapter 7, Means of Egress; Chapter 8, Features of Fire Protection; Chapter 9, Building Service and Fire Protection Equipment; and Chapter 10, Interior Finish, Contents, and Furnishings, as they relate to Chapters 18, 19, 30, New Apartment Buildings, 31, Existing Apartment Buildings, 32, and 33.
F. All assisted living facilities with buildings that contain living units with independent cooking and bathroom facilities must comply with NFPA 101, Chapters 30, 31, 32, and 33.

5. New construction is subject to local codes. The description of the occupancy may vary with local codes. In the absence of a local code, DADS requires compliance with the fundamentals of the following codes:

A. the International Building Code, 2000 edition or later by the International Code Council, relating to "I-1" Occupancy for Type A facilities and "I-2" for Type B facilities;
B. the International Plumbing Code, 2000 edition by the International Code council or the Uniform Plumbing Code, 2000 Edition;
C. the National Electrical Code as specified under NFPA 101; and
D. illumination systems must be designed and installed in accordance with the Lighting Handbook of the Illuminatory Engineering Society (IES) of North America, except as may be modified in this subchapter.

6. An existing building either occupied as an assisted living facility at the time of initial inspection by DADS or converted to occupancy as an assisted living facility must meet all local requirements pertaining to that building for that occupancy. DADS will require the facility sponsor or licensee to submit evidence that local requirements are satisfied. When local laws, codes or ordinances are more stringent than these standards for assisted living, the more stringent requirements will govern.
7. Buildings must be structurally sound with regard to actual or expected dead, live, and wind loads according to applicable building codes.
8. The facility must comply with the accessibility requirements for individuals with disabilities as referenced in the revised regulations for Title II and III (2010 ADA Standards for Accessible Design) of the Americans with Disabilities Act of 1990 at Title 42, United States Code, Chapter 126; federal regulations at Title 28, Code of Federal Regulations, Part 35 and Part 36; Texas Accessibility Standards (TAS) at Texas Government Code, Chapter 469; and Texas Department of Licensing and

Regulation (TDLR) rules at Title 16, Texas Administrative Code, Chapter 68. A subject facility must register plans for new construction, substantial renovations, modifications, and alterations with TDLR (Attn: Elimination of Architectural Barriers Program) and comply with TAS.

§92.62 General Requirements

a. General. The concept of the National Fire Protection Association (NFPA) 101 Life Safety Code requirements for fire safety with regard to the residents, is based on evacuation capability. In accordance with NFPA 101, Chapters 32 and 33, Type A facilities are classified as "slow" evacuation capability and Type B facilities are classified as "impractical" evacuation capability.
b. Evacuation procedures. A resident in a Type A facility must be able to demonstrate to the Texas Department of Aging and Disability Services (DADS) that the resident can travel from the resident's living unit to a centralized space, such as lobby, living or dining room on the level of discharge within a 13-minute period without continuous staff assistance. Elevators cannot be used as an evacuation route.
c. Operational features.
    1. A fire causing damage to the facility or equipment must be reported to DADS within 72 hours after the fire is extinguished. A fire causing injury or death to a resident must be reported immediately. A telephone report must be followed by a written report on a form that DADS supplies.
    2. Fire drills must be conducted quarterly on each shift and with at least one drill conducted each month. The drills may be announced in advance to the residents. The drills must involve the participation of the staff in accordance with the emergency plan. Residents must be informed of evacuation procedures and locations of exits. All fire drills must be documented on a form provided by DADS. In large Type B facilities, the drill must include the activation of the fire alarm signal, except between 9:00 p.m. and 6:00 a.m.
    3. Smoking regulations must be established, and smoking areas must be designated for residents and staff. Ashtrays of noncombustible material and safe design must be provided in smoking areas.
    4. All facilities, except small, one-story facilities, must post an emergency evacuation floor plan.
    5. An assisted living facility must have in effect and available to all supervisory personnel written copies of an evacuation plan for the protection of all persons in the facility in the event of fire. The plan must address sheltering in place, evacuation to an area of refuge, and evacuation from the building when necessary. The plan must include special staff actions including fire protection procedures needed to ensure the safety of any resident. The plan must be amended or revised when needed. All employees must be periodically instructed and informed of their duties and responsibilities under the plan. A copy of the plan must be readily available at all times within the facility. The plan must reflect the current evacuation capabilities of the residents.

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d. Safety operations. The facility must have a written emergency preparedness and response plan. The facility must attach to the plan the procedures the staff must follow. The plan must address, at a minimum, the eight core functions of emergency management, which are: direction and control; warning (how the facility will be notified of emergencies and who they will notify); communication (with whom and by what mechanism); sheltering arrangements; evacuation (destinations, routes); transportation; health and medical needs; and resource management (supplies, staffing, emergency equipment, records). Plans must be coordinated with the local emergency management coordinator and should address those natural, technological and man-made emergencies that could affect the facility. Information about the local emergency management coordinator may be obtained from the office of the local mayor or county judge.

e. Construction.
    1. An assisted living facility must be separated from other occupancies. A common wall between an assisted living facility and another occupancy must be not less than a two-hour fire-rated partition. The partition must be constructed as required by National Fire Protection Association Standards. A licensed nursing facility or licensed hospital is not considered another occupancy for this purpose. An exception occurs when an occupancy not subject to DADS licensing standards is located in the same building or structure and is so intermingled that a two hour fire rated partition is impracticable. The means of egress, construction, protection and other safeguards for that location must comply with the National Fire Protection Association (NFPA) 101 requirements of the licensed occupancy.
    2. Interior wall and ceiling surfaces must have as the finished surface or as substrate or sheathing a fire resistance of not less than that provided by 3/8" gypsum board (20 minute fire rating), unless approved otherwise by DADS. A sprinkler system will not substitute for the minimum construction requirements. Exceptions are existing Type B large facilities must meet the construction requirements of NFPA 101, Chapter 19.1.6 and new Type B large facilities must meet NFPA 101, Chapter 18.1.6.
    3. An assisted living facility must meet flame spread rate requirements as specified in Chapters 18, 19, 32, and 33 of NFPA 101.
    4. Doors between resident rooms and corridors or public spaces must be not less than 1-3/4" thick solid core wood construction or 20-minute fire-rated, self-closing or automatic-closing, and latch in their frames. Exceptions are as follows.
        A. Small Type A facilities may have smoke resisting doors, with self-closing or automatic closing devices, if the interior finish is Class 'B' or better and there are two remote exit routes.
        B. Small Type A facilities that have 20-minute fire-rated doors or 1-3/4" solid core wood, Class 'B' or better interior finish, and two remote exit routes are not required to have self-closing or automatic-closing doors.
        C. In a small or large Type A facility protected throughout by an approved automatic sprinkler system, doors to resident bedrooms are not required to be self-closing or automatic-closing, except for a three story or larger building that does not meet construction requirements of NFPA 101, Chapter 18.

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D. In a small or a large Type B facility protected throughout by an approved automatic sprinkler system, the facility may have smoke resisting doors. Door-closing devices are not required.

5. Upper floors of an assisted living facility must have at least two separate approved stairs. Each stair must be arranged and located so that it is not necessary to go through another room, including a bedroom or bathroom, to reach the stair. All stairs must be provided with handrails and with normal lighting. Refer to NFPA 101 for Class 'A' stair details. DADS may exempt an existing facility with 16 beds or less from meeting this requirement. In the facility, at least one main stair may be Class 'B' and constructed of wood.
6. All hazardous areas, as defined in NFPA 101, Chapter 18, 19, 32, or 33, must have a one-hour fire-separated barrier or have sprinkler protection, or both, if considered severe. Gasoline, volatile materials, oil base paint, charcoal lighter fluid, or similar products must not be stored in the building housing residents.
7. Exit signs, with emergency power, must be provided in all large facilities and installed in accordance with NFPA 101, §7.10.
8. Emergency lighting must be provided in all buildings with 25 or more rooms; in apartment buildings with 12 or more living units or that are three or more stories high; and in all large facilities that are designed for Type B. The system must be installed in accordance with NFPA 101, §7.9.
9. Emergency motor generators, if required or provided, must be installed in accordance with NFPA 37 or NFPA 110 or other applicable NFPA code or standard.

f. Fire alarm and sprinkler systems.

1. Fire alarm and smoke detection system. An assisted living facility must install an underwriter's laboratory (U.L.) listed manual fire alarm initiating system, with an interconnected automatic smoke detection and alarm initiation system, that complies with the NFPA 101, §9.6. The operation of any alarm initiating device must activate an audible or visual alarm at the site.

A. Smoke detectors must be installed in resident bedrooms, corridors, hallways, living rooms, dining rooms, offices, and public or common areas. Kitchens, laundries, and attached garages used for car parking may have heat detectors in lieu of smoke detectors. Exceptions are as follows.

i. A large facility with apartment units may use listed smoke detectors with an alarm device and separate heat detector contacts in the living area. The smoke detector must emit an audible signal within the apartment, and annunciate at the main staff station or location. The heat detector contacts must be connected into the fire alarm system and provide a general alarm when activated.

ii. A facility constructed to meet the requirements of NFPA 101, Chapter 18, must meet §18.3.4.5.3 for smoke detector locations.

iii. A facility constructed to meet the requirements of NFPA 101, Chapter 19, must meet §19.3.4.5.1 for smoke detector locations.

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B. The fire alarm control panel must be visible to staff at or near the staff area that is attended 24 hours a day. An exception to this requirement is a fire alarm control panel that is monitored by a device carried by the staff.
C. The primary power source for the complete fire alarm system must be commercial electric and permanently wired for power on a dedicated circuit in accordance with the National Electrical Code.
D. An emergency power source must be from approved storage batteries or on-site engine-driven generator set.
E. The facility must have a written contract with a fire alarm firm which has been issued an Alarm Certificate of Registration (ACR) number from the Texas State Fire Marshal's Office to perform the inspection, test and maintenance requirements of NFPA 72 semiannually. Inspections stipulated in the contract must be performed. The person performing the semiannual service must have an individual fire alarm license from the Texas State Fire Marshal's Office. All other NFPA 72 requirements must be performed and documented by a knowledgeable individual.
F. Smoke detector sensitivity must be checked within one year after installation and every alternate year thereafter in accordance with NFPA 72. Documentation, including as-built installation drawings, operation and maintenance manuals, and a written sequence of operation, must be available for examination by DADS.
G. In large facilities, the fire alarm panel must indicate as a separate zone, each floor and smoke compartment as applicable. Each zone must have an alarm and trouble indication. Identification by zone is not required where all alarm initiating devices are addressable and the status of each device is identified on the fire alarm panel.
H. In large Type B facilities the fire alarm must automatically notify the fire department in accordance with NFPA 101, §9.6.4.

2. Sprinkler systems. When installed or required, sprinkler systems must be inspected, tested, and maintained in accordance with NFPA 25. The facility must have a written contract with a fire protection sprinkler firm that has been issued a Sprinkler Certificate of Registration number (SCR) from the Texas State Fire Marshal's Office to perform the required services semiannually. The facility must have documentation available to show that all the requirements of NFPA 25 have been met including the annual inspection, test, and maintenance by the registered fire sprinkler firm. The facility must retain one set of the fire sprinkler system plans and hydraulic calculations on the property in accordance with NFPA 25.

A. An existing small Type A facility housing 16 or fewer residents may have a system that meets NFPA 13, 13D, or 13R requirements.
B. A new small Type A facility housing 16 or fewer residents must have a system that meets NFPA 13, 13D, or 13R requirements, installed in accordance with §32.2.3.5.2.
C. An existing small Type B facility housing 16 or fewer residents must be protected by a sprinkler system that meets the requirements of NFPA 13,

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13D, or 13R with additional requirements for coverage in all habitable areas and closets as specified by NFPA 101, §33.2.3.5.2.

D. A new small Type B facility housing 16 or fewer residents must be protected by a sprinkler system that meets the requirement of NFPA 13, NFPA 13R, or NFPA 13D, with additional requirements for coverage in all habitable areas and closets as specified by NFPA 101, §32.2.3.5.2.

E. A new and an existing large Type B facility must have a complete sprinkler system that meets the requirements of the NFPA 13.

F. An existing large Type A facility may have an NFPA 13 system. In a building not more than four stories high an NFPA 13R system may be permitted.

G. A new large Type A facility must have an NFPA 13 system, however a building not more than four stories high may have an NFPA 13R system.

g. Site and location.

1. The facility must be serviced by a paid or volunteer firefighting unit. Water supply for firefighting purposes must be as required and approved by the firefighting unit.
2. The facility must correct any site or building conditions determined by DADS to be a fire, health, or physical hazard.
3. The facility must provide or arrange for nearby parking spaces for private vehicles of residents and visitors. A minimum of one space must be provided for each four beds or fraction thereof, or per local code, whichever is more stringent.
4. The facility must ensure that ramps, walks, and steps are of slip-resistive texture and uniform, without irregularities. Ramps must not exceed 1:12 slope, and must meet Texas Accessibility Standards for width. Guardrails, fences, or handrails must be provided where grades make an abrupt change in level.
5. The facility must ensure that all outside areas, grounds, and adjacent buildings are maintained in good condition and kept free of rubbish, garbage, untended growth that may constitute a fire or health hazard. Site grades must provide for water drainage away from the structure to prevent ponding or standing water at or near the building.

h. Sanitation and housekeeping.

1. Wastewater and sewage must be discharged into an approved sewerage system or an onsite sewerage facility approved by the Texas Commission on Environmental Quality or its authorized agent.
2. The water supply must be of safe, sanitary quality, suitable for use, and adequate in quantity and pressure, and obtained from a water supply system. The location, construction, and operation of the water supply system must be approved by DADS.
3. Waste, trash, and garbage must be disposed of from the premises at regular intervals in accordance with state and local requirements. Excessive accumulations are not permitted. The facility must comply with 25 TAC §§1.131-1.137 (relating to Definition, Treatment, and Disposition of Special Waste from Health Care Related Facilities).
4. Operable windows must be insect screened.

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5. An ongoing pest control program must be provided by facility staff or by contract with a licensed pest control company. The least toxic and least flammable effective chemicals must be used.
6. Bathrooms, toilet rooms, and other odor-producing rooms or areas for soiled and unsanitary operations must be ventilated with operable windows. Bathrooms without operable windows must have powered exhaust vented to the exterior for odor control. An exception is granted for small facilities that vent into an attic in accordance with the International Building Code or local building code.
7. In kitchens and in laundries, there must be procedures utilized by facility staff to avoid cross-contamination between clean and soiled utensils and linens.
8. The facility must be kept free of accumulations of dirt, rubbish, dust, and hazards. Floors must be maintained in good condition and cleaned regularly. Walls and ceilings must be structurally maintained, repaired, and repainted or cleaned as needed. Storage areas and cellars must be kept in an organized manner. No storage will be permitted in the attic spaces.
9. The facility must be ventilated through the use of windows, mechanical ventilation, or a combination of both. Interior areas designated for smoking within the building must have mechanical ventilation directed to the exterior to remove smoke at the rate of 10 air changes per hour.
10. In addition to a janitor closet required in specific departments of large facilities, other janitor closets must be provided throughout the facility to maintain a clean and sanitary environment. Each janitor closet must have a service sink and forced air ventilation ducted to the outside.
11. A large facility with 60 beds or less must provide a toilet, including a commode and lavatory, for use by the public and facility staff. A facility that has more than 60 beds must have separate public and staff toilets in addition to the staff toilets required for the dietary staff. Toilets must comply with accessibility standards.
12. If the facility provides linens to the residents, the quantity of available linen must meet the sanitary and cleanliness needs of the residents. Clean linens must be stored in a clean area.

i. General safety features.
1. The facility must have an annual inspection by the local fire marshal.
2. The building must be kept in good repair. Electrical, heating, and cooling systems must be maintained in a safe manner. DADS may require the facility sponsor or licensee to submit evidence to this effect, consisting of a report from the fire marshal, city or county building official having jurisdiction over the location of the facility, licensed electrician, or a registered professional engineer. Use of electrical appliances, devices, and lamps must not overload circuits or cause excessive lengths of extension cords.
3. Existing furnace and water heater installations may be continued in service, subject to approval by DADS.
4. In a large Type B facility, all draperies and other window coverings in public or common areas, bedrooms, and living units must be flame resistant. In a large Type A facility, draperies must be flame resistant, where smoking is permitted.
5. In an existing large facility, all new floor carpet installed in public or common spaces after DADS performs the initial inspection must be classified as Class I or

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II based on the "Critical Radiant Flux" ratings as required by NFPA 101, §10.2.7. The facility must provide proper documentation by the carpet manufacturer.

6. Open flame heating devices are prohibited. All fuel burning heating devices must be vented. Working fireplaces are acceptable if of safe design and construction and if screened or otherwise enclosed.
7. There must be at least one telephone in the facility available to both staff and residents for use in case of an emergency. Emergency telephone numbers, including fire, police, ambulance, EMS, and poison control center, must be posted conspicuously at or near the telephone.
8. An initial pressure test of facility gas lines from the gas meter must be provided. Additional pressure tests will be required when the facility has major renovations or additions where the gas service is interrupted. All gas heating systems must be checked prior to the heating season for proper operation and safety by persons who are licensed or approved by the State of Texas to inspect the equipment. A record of the testing of the gas heating system must be maintained by the facility. The facility must correct unsatisfactory conditions promptly.
9. Exterior and interior stairs must have handrails that are firmly secured to prevent falls.
10. Cooling and heating must be provided for resident comfort. Air conditioning systems must be capable of maintaining the comfort ranges of 68 degrees Fahrenheit to 82 degrees Fahrenheit in resident-use areas. A facility constructed or licensed after August 1, 2004, must have a central air conditioning system, or a substantially similar air conditioning system, that is capable of maintaining a temperature suitable for resident comfort within areas used by residents. Heating, ventilating, and air conditioning (HVAC) equipment must comply with the requirements of NFPA 90A or 90B, as applicable. NFPA 90A requires automatic shut down upon activation of the fire alarm in HVAC systems of over 2,000 cubic feet per minute (cfm) capacity.
11. The Illumination Engineering Society of North America recommendations must be followed to achieve proper illumination characteristics and lighting levels throughout the facility. Minimum illumination must be 10 footcandles in resident rooms during the day and 20 footcandles in corridors, staff stations, dining rooms, lobbies, toilets, bathing facilities, laundries, stairways and elevators during the day. Illumination requirements for these areas apply to lighting throughout the space and should be measured at approximately 30 inches above the floor anywhere in the room. Minimum illumination for medication preparation or storage areas, kitchens, and staff station desks must be 50 footcandles during the day. Illumination requirements for these areas apply to the task performed and should be measured on the tasks.
12. All buildings three stories or higher and facilities that provide services, treatment, or social activities on floors above or below the level of discharge and house mobility impaired residents must have a passenger elevator. The lowest level of discharge will be the first floor for determining floor level.
13. Floor, ceiling, and wall finish materials must be complete and in place to provide a sanitary and structurally safe environment.

14. All equipment requiring periodic maintenance, testing, and servicing must be reasonably accessible. Necessary equipment to conduct maintenance, testing, and servicing, including ladders, specific tools, and keys, must be readily available on site. Access panels (20" x 20" minimum) must be provided for building maintenance and must be located for reasonable access to equipment or barriers installed in the attic or other concealed spaces.
15. The facility must implement procedures that comply with the standards and recommendations of the Compressed Gas Association to assure safe and sanitary use and storage of oxygen. Liquid oxygen containers must be certified by Underwriters Laboratory (UL) or other approved testing laboratories for compliance with NFPA 50 requirements. The facility is responsible for defining all potential hazards both graphically and verbally to all persons involved in the use of liquid oxygen and ensuring the liquid oxygen provider does also.

j. Portable fire extinguishers. Portable fire extinguishers must be provided and maintained to comply with the provisions of NFPA 10. For extinguisher types (A, B, C, and K), the facility must comply with location, spacing, mounting heights, monthly inspections by staff, yearly inspections by a licensed agent, including any necessary servicing, and hydrostatic testing as recommended by the manufacturer.
    1. Extinguishers in resident corridors must be spaced so that travel distance is not more than 75 feet. The minimum size of extinguishers must be either 1-A for water type or 2-A 5-BC type. Actual sizes must meet NFPA 10 requirements for maximum floor area per unit covered. In large facilities, at least one portable Underwriters Laboratory (U.L.) or factory mutual (F.M.)-approved 20-B:C dry chemical fire extinguisher, rechargeable type, is required in each laundry, kitchen and walk-in mechanical room.
    2. Extinguishers must be installed on supplied hangers or brackets or be mounted in cabinets approved by DADS.
    3. Extinguishers must be surface wall-mounted or recessed in cabinets where they are not subject to physical damage or dislodgement.
    4. Extinguishers having a gross weight not exceeding 40 pounds must be installed so that the top of the extinguisher is not more than five feet above the floor. Extinguishers with a gross weight greater than 40 pounds must be installed so the top of the extinguisher is not more than 3½ feet above the floor. The clearance between the bottom of the extinguisher and the floor must not be less than four inches.
    5. Portable extinguishers provided in hazardous rooms must be located as close as possible to the exit door opening and on the latch or knob side.
    6. Staff must be appropriately trained in the use of each type of extinguisher in the facility.
    7. Regular monthly inspections or "quick checks" must be made by facility representatives to assure that extinguishers are in the proper location, condition, and working order. Annual maintenance or "thorough checks" must be accomplished in accordance with NFPA 10 by competent personnel licensed or certified to perform servicing by the State Fire Marshal. Unserviceable extinguishers must be replaced.

k. Waste and storage containers.

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1. Metal waste baskets of substantial gauge or any U.L. or F.M. approved containers must be provided in facilities in all areas where smoking is permitted.
2. Garbage, waste, or trash containers provided for kitchens, janitor closets, laundries, mechanical or boiler rooms, general storage, and similar places must be made of metal or any U.L. or F.M. approved material with a close fitting cover. Disposable plastic liners may be used in these containers for sanitation.

l. Accessibility provisions. The physical plant of facilities housing residents with physical disabilities or mobility impairments must comply with applicable federal, state and local requirements for persons with disabilities.

m. Resident accommodations.

1. Resident bedrooms.

A. Bedroom usable floor space for Type A facilities must not be less than 80 square feet for a one-bed room and not less than 60 square feet per bed for a multiple bed room. A bedroom must be not less than eight feet in the smallest dimension, unless specifically approved otherwise by DADS. A bedroom for a person with a physical disability or mobility impairment must meet accessibility standards for access around the bed or beds, which is a minimum of 3'-0" clear width for access aisles.

B. Bedroom usable floor space for Type B facilities must be not less than 100 square feet per bed for a single-bed room and not less than 80 square feet per bed for a multiple-bed room. A bedroom for a person with a physical disability or mobility impairment must meet accessibility standards for access around the bed or beds, which is a minimum of 3'-0" clear width for access aisles. A bedroom must not be less than ten feet in the smallest dimension unless specifically approved by DADS.

C. In facilities that have living units consisting of separate living spaces, dining spaces, and bedrooms, 10% of the required bedroom square footage may be included as part of the living and dining space.

D. A facility must have no more than 50 percent of its beds in bedrooms of three or more beds. A bedroom must have no more than four beds.

E. Each bedroom must have at least one operable window with outside exposure. The window sill must be no higher than 44" from the floor and must be at or above grade level. The window must be operable from the inside, without the use of tools or special devices, and provide an operable section with a clear opening of not less than 5.7 square feet with a minimum width of 20" x 41.2" high and minimum height of 24" x 34.2" wide. Windows required for evacuation must not be blocked by bars, shrubs, or any obstacle that would impede evacuation. Exceptions are as follows.

i. In large Type B facilities and other facilities protected throughout by an approved automatic sprinkler system, the window opening size may be smaller than the minimum size listed in this subparagraph but must permit the venting of products of combustion in compliance with the Life Safety Code for

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Healthcare Occupancy. The total window area in a bedroom must not be less than 8 percent of the required bedroom size.

ii. In existing buildings, if the window is not required for the secondary means of escape, the window size and sill height requirements do not apply if the windows meet the requirements of the local building code.

F. In the event the resident does not provide his or her own furnishings, the facility must provide for each resident a bed with mattress, chair, table or dresser, and enclosed closet space for clothing and personal belongings. Drawer space must be provided. Furnishings provided by the facility must be maintained in good repair.

G. All resident rooms must open upon an exit, corridor, living area, or public area and must be arranged for convenient resident access to dining and recreation areas.

H. A staff or attendant area must be provided on each floor or in each separate building. The area must consist of a desk or writing surface and telephone. An exception is that Type A facilities, two-story or less in height, with separate buildings grouped together, and connected by covered walks, need not have staff or attendant areas on each floor or in each building, provided that the areas are not more than 200 feet walking distance from the furthest resident living unit. The areas must have a communication system and fire alarm annunciation indicating the units served.

I. Facilities which consist of two or more floors or separate buildings must have a communication system from each resident living unit to a central staff location. This communication system may be a direct telephone, nurse call, or intercom.

2. Resident toilet and bathing facilities.

A. All bedrooms must be served by separate private, connecting, or general toilet rooms for each sex if the facility houses both sexes. General toilet room or bathing room must be accessible from a corridor or public space. A lavatory must be readily accessible to each water closet. At least one water closet, lavatory, and bathing unit must be provided on each sleeping floor accessible to residents of that floor.

B. One water closet and one lavatory for each six occupants or fraction thereof including a portion less than six is required. One tub or shower for each ten occupants or fraction thereof is required.

C. Privacy partitions or curtains must be provided at water closets and bathing units in rooms for multi-resident use.

D. Tubs and showers must have non-slip bottoms or floor surfaces, either built-in or applied to the surface.

E. Resident-use hot water for lavatories and bathing units will be maintained between 100 degrees Fahrenheit and 120 degrees Fahrenheit.

F. Towels, soap, and toilet tissue must be available at all times for individual resident use.

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3. Resident living areas.

   A. Social-diversional spaces must be provided and have appropriate furniture. Examples of social-diversional spaces include living rooms, day rooms, lounges, dens, game rooms, and sunrooms. A minimum of 120 square feet must be provided in at least one space regardless of number of residents. This space must have exterior windows providing a view of the outside.
   B. The total space requirement for social-diversional areas must be provided on a sliding scale as follows:

No. of Beds	Area Per Bed Minimum
4-16	15 sq. feet (min. 120 sq. ft.)
17-39	13 sq. feet
40-59	12 sq. feet
60+	10 sq. feet

   C. For calculation purposes, DADS deducts a pathway equal to the corridor width when a corridor is required through a living or dining area to access an exit. The exit pathways must be kept clear of obstructions.

4. Resident dining areas.
   A. A dining area must be provided and have appropriate furnishings. A minimum of 120 square feet must be provided in at least one space, regardless of number of residents. This space must have exterior windows providing a view of the outside.
   B. Access to a dining area from the resident living units or bedrooms must be covered.
   C. The total space requirement for a dining area must be provided on a sliding scale as follows:

No. of Beds	Area Per Bed Minimum
4-16	15 sq. feet (min. 120 sq. ft.)
17-39	13 sq. feet
40-59	12 sq. feet
60+	10 sq. feet

   D. The total living and dining area may be a single or interconnecting space with a minimum of 240 square feet of area.

5. Storage areas. The facility must provide sufficient separate storage spaces or areas for the following:

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A. administration for records and office supplies;
B. locked areas for medications and medical supplies. Poisons must be stored in a locked area and separate from all medications and preparation;
C. equipment supplied by the facility for resident needs including wheelchairs, walkers, beds, and mattresses;
D. cleaning supplies including janitorial needs;
E. food storage;
F. clean linens and towels if furnished by the facility;
G. lawn and maintenance equipment, if needed;
H. janitor closets with deep sink and hot and cold water for large facilities; and
I. soiled linen storage or holding room if the facility furnishes linen.

6. Kitchen.

A. The facility must have a kitchen or dietary area to meet the general food service needs of the residents. It must include provisions for the storage, refrigeration, preparation, and serving of food, dish and utensil cleaning, and refuse storage and removal. Exception: Food may be prepared off-site or in a separate building provided that the food is served at the proper temperature and transported in a sanitary manner.
B. Kitchens for facilities serving 16 or fewer non-employees per meal on a routine basis that have residential ranges may have residential range hoods, if the range hoods meet the requirements of the local building code.
C. Kitchens for facilities serving 17 or more non-employees per meal on a routine basis must be designed as follows:
   i. Kitchens are evaluated on the basis of their performance in the sanitary and efficient preparation and serving of meals to residents and compliance with requirements for dietary service in §92.41(m)(18) of this chapter (relating to Standards for Type A and Type B Assisted Living Facilities).
      I. A facility must consider the type of meals served, the overall building design, the food service equipment, arrangement, and the work flow involved in the preparation and delivery of food.
      II. Plans must include a detailed kitchen layout designed by a registered or licensed dietitian or architect with knowledge of the design of food service operations.
   ii. Kitchens must be designed so that room temperature, at peak load or in the summer, must not exceed 85 degrees Fahrenheit measured over the room at the five foot level. The amount of supply air must take into account the large quantities of air that may be exhausted at the range hood and dishwashing area.
   iii. Facilities for washing and sanitizing dishes and cooking utensils must be provided. The kitchen must contain a multi-compartment pot sink large enough to immerse pots and pans, and a mechanical dishwasher for washing and sanitizing dishes. Separation of soiled and clean dish areas must be maintained, including air flow.
   iv. A food preparation sink must be provided. It must be separate from the pot and hand sinks.

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v. A supply of hot and cold water must be provided. Hot water for sanitizing purposes must be 180 degrees Fahrenheit or the manufacturer's suggested temperature for chemical sanitizers.

vi. The kitchen must be provided with a hand-washing lavatory in the food preparation area with hot and cold water, soap, towel dispenser, and waste receptacle. The dish room area must have ready access to a hand washing lavatory.

vii. Staff restroom facilities with lavatory must be directly accessible to kitchen staff without traversing resident use areas. The rest room must not open directly into the kitchen, but must open into a vestibule. An exception may exist in an existing facility if the staff restroom is located outside of the kitchen area.

viii. Janitorial facilities must be provided exclusively for the kitchen and must be located in the kitchen area. An exception may occur if a janitorial closet in an existing facility is located outside of the kitchen and if sanitary procedures are used to reduce the possibility of cross-contamination.

ix. Non-absorbent smooth finishes or surfaces must be used on kitchen floors, walls and ceilings. Surfaces must be capable of being routinely cleaned and sanitized to maintain a healthful environment. Counter and cabinet surfaces, inside and outside, must also have smooth, cleanable, non-porous finishes.

x. Doors between kitchen and dining or serving areas must have ¼-inch fixed safety glass or a fire related glazing view panel mounted in a steel frame.

xi. A garbage can or cart washing area with drain and hot water must be provided either on the interior or exterior of the facility.

xii. Floor drains must be provided in the kitchen and dishwashing areas. Exception: Floor drains are not required in existing facilities provided the floors are kept clean.

xiii. A commercial range must be provided and equipped with a commercial range hood and exhaust designed and installed in accordance with NFPA 96.

xiv. Grease traps must be provided as required by local authorities.

D. Food storage areas for large facilities must be as follows.

i. Food storage areas must provide for storage of a four-day minimum supply of non-perishable foods at all times.

ii. Shelves must be adjustable wire type. An exception may occur if an existing facility uses wood shelves and keeps the shelves sealed and clean.

iii. Walls and floors must have a non-absorbent finish to provide a cleanable surface.

iv. Food must not be stored on the floor. Dollies, racks, pallets, or wheeled containers may be used to elevate foods not stored on shelving.

v. Dry foods storage must have an effective venting system to provide for positive air circulation.

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vi. The maximum room temperature for food storage must not exceed 85 degrees Fahrenheit at any time. The measurement must be taken at the highest food storage level, but not less than five feet from the floor.

vii. Food storage areas may be located away from the food preparation area as long as there is space adjacent to the kitchen for necessary daily usage.

E. Auxiliary serving kitchens that are not contiguous to a food preparation or serving area must be designed as follows.

i. Where service areas other than the kitchen are used to dispense foods, these areas must be designated as food service areas and contain equipment for maintaining required food temperatures while serving.

ii. Separate food service areas must have hand washing facilities as part of the food service area.

iii. Finishes of all surfaces must be the same as those required for food and nutrition services or comparable areas.

7. Laundry and linen services.

A. A large assisted living facility that co-mingles and processes laundry on-site in a central location must comply with the following.

i. The laundry must be separated and provided with sprinkler protection if the laundry area is located in the main building. Separation must consist of a one-hour fire rated partition carried to the underside of the floor or roof deck above. Access doors must be from the exterior or interior non-resident use areas including a small vestibule or service corridor.

ii. The laundry must be provided with the following physical features:

I. a soiled linen receiving, holding, and sorting room with a floor drain and forced exhaust to the exterior which must operate at all times when soiled linen is held in this area and may be combined with the washer section;

II. a general laundry work area that is separated by partitioning a washer section and a dryer section;

III. a storage area for laundry supplies;

IV. a folding area;

V. adequate air supply and ventilation for staff comfort without having to rely on opening a door that is part of the fire wall separation; and

VI. provisions to exhaust heat from dryers and to separate dryer make-up air from the habitable work areas of the laundry.

B. If linen is processed off the site, the following must be provided on the premises:

i. a soiled linen holding room with adequate forced exhaust ducted to the exterior; and

ii. a clean linen receiving, holding, inspection, sorting or folding, and storage room.

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C. Resident-use laundry, if provided, must utilize residential type washers and dryers. If more than three washers and three dryers are located in one space, the area must be separated by a one-hour fire rated barrier or have sprinkler protection.

§92.63 Construction and Initial Survey of Completed Construction

a. Construction phase.
    1. DADS Regulatory Services Division, Licensing and Credentialing Section must be notified in writing of construction start.
    2. All construction must comply with minimum licensing requirements. It is the sponsor's responsibility to employ qualified personnel to prepare the contract documents for construction of a new facility or remodeling of an existing facility. Contract documents for additions and remodeling and for the construction of an entirely new facility must be prepared by an architect licensed by the Texas Board of Architectural Examiners. Drawings must bear the seal of the architect. Certain parts of contract documents including final plans, designs, and specifications concerning sheets and sections covering structural, electrical, mechanical, sanitary, and civil engineering must bear the seal of a professional engineer licensed by the Texas Board of Professional Engineers to operate in Texas or, the signature of a Responsible Managing Employee or Alarm Planning Superintendent licensed by the State Fire Marshal's Office as authorized by subsection (b)(12) and (15) of this section.
        A. Remodeling is the construction, removal, or relocation of walls and partitions, the construction of foundations, floors, or ceiling-roof assemblies, or the expanding or altering of safety systems including sprinkler, fire alarm, and emergency systems.
        B. General maintenance and repairs of existing material and equipment, repainting, applications of new floor, wall, or ceiling finishes, or similar projects are not included as remodeling, unless as a part of new construction. DADS must be provided flame spread documentation for new materials applied as finishes.
b. Contract documents.
    1. Site plan documents must include grade contours; streets with names; north arrow; fire hydrants; fire lanes; utilities, public or private; fences; unusual site conditions including ditches, low water levels, other buildings on-site; and indications of buildings five feet or less beyond site property lines.
    2. Foundation plan documents must include general foundation design and details.
    3. Floor plan documents must include room names, numbers, and usages; numbered doors including swing; windows; legend or clarification of wall types; dimensions; fixed equipment; plumbing fixtures; and kitchen basic layout; and

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identification of all smoke barrier walls from outside wall to outside wall or fire walls.

4. For both new construction and additions or remodeling to existing buildings, an overall plan of the entire building must be drawn or reduced to fit on an 8½ inch by 11 inch sheet; submit two reduced plans for file record. See subsection (d)(3) of this section.
5. Schedules must include door materials, widths, types; window materials, sizes, types; room finishes; and special hardware.
6. Elevations and roof plan must include exterior elevations, including material note indications and any roof top equipment; roof slopes, drains, and gas piping, and interior elevations where needed for special conditions.
7. Details must include wall sections as needed (especially for special conditions); cabinet and built-in work; cross sections through buildings as needed; and miscellaneous details and enlargements as needed.
8. Building structure documents must include structural framing layout and details primarily for column, beam, joist, and structural frame building, roof framing layout if the layout cannot be adequately shown on a cross section; cross sections in quantity and detail to show sufficient structural design and structural details as necessary to assure adequate structural design, also calculated design loads.
9. Electrical documents must include electrical layout, including lights, convenience outlets, equipment outlets, switches, and other electrical outlets and devices; service, circuiting, distribution, and panel diagrams; exit light system with exit signs and emergency egress lighting; emergency electrical provisions including generators and panels; and similar systems including control panels, devices, and alarms; sizes and details sufficient to assure safe and properly operating systems; and a staff communication system.
10. Plumbing documents must include plumbing layout with pipe sizes and details sufficient to assure safe and properly operating systems, water systems, sanitary systems, gas systems, other systems normally considered under the scope of plumbing, fixtures, and provisions for combustion air supply.
11. Heating, ventilation, and air-conditioning (HVAC) documents must include sufficient details of HVAC systems and components to assure a safe and properly operating installation including, but not limited to, heating, ventilating, and air-conditioning layout, ducts, protection of duct inlets and outlets, combustion air, piping, exhausts, and duct smoke and/or fire dampers; and equipment types, sizes, and locations.
12. Fire sprinkler system plans and hydraulic calculations must be designed in accordance with and including all the required information on the plan, specified in NFPA 13, NFPA 13R, or NFPA 13D as applicable and the NFPA documents referenced therein, published by the National Fire Protection Association and signed by a Responsible Managing Employee, licensed by the State Fire Marshal's Office or bear the seal of a licensed professional engineer.
13. Other layouts, plans, or details as may be necessary for a clear understanding of the design and scope of the project; including plans covering private water or sewer systems must be reviewed by the local health or wastewater authority

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having jurisdiction. If no local authority, then the plans will be reviewed by DADS.

14. Specifications must include installation techniques, quality standards and/or manufacturers, references to specific codes and standards, design criteria, special equipment, hardware, painting, and any others as needed to amplify drawings and notes.
15. Detailed fire detection and alarm system working plans must be designed in accordance with the applicable sections of the National Fire Alarm and Signaling Code (NFPA 72) and the National Electric Code (NFPA 70) and signed by an Alarm Planning Superintendent licensed by the State Fire Marshal's Office or bear the seal of a licensed professional engineer.

c. Initial survey of completed construction.

1. Upon completion of construction, including grounds and basic equipment and furnishings, an initial architectural inspection of the facility, including additions or remodeled areas, is required to be performed by DADS prior to occupancy. The completed construction must have the written approval from the local authorities having jurisdiction where the facility is located, including the fire marshal, health department, and building inspector.
2. The inspection described in paragraph (1) of this subsection may be obtained on an expedited basis by complying with §92.4(g) of this chapter (relating to License Fees).
3. After the completed construction has been surveyed by DADS and found acceptable, DADS Life Safety Code staff conveys the survey results to DADS Licensing and Credentialing Section as part of an applicant's license application. In the case of additions or remodeling of existing facilities, the applicant may be required to submit a revision or modification to an existing license. All building, grades, drives, and parking must essentially be 100 percent complete including basic furnishings and operational needs at the time of the initial visit for occupancy approval and licensing. A facility may accept up to three residents after it receives initial approval from DADS Life Safety Code staff but before the license is issued.
4. The following documents must be available to DADS surveyor at the time of the survey of the completed building:

    A. written approval of local authorities as called for in paragraph (1) of this subsection;
    B. record drawings of the fire detection and alarm system as installed, signed by an Alarm Planning Superintendent licensed by the State Fire Marshal's office or sealed by a licensed professional engineer, including a sequence of operation, the owner's manuals and the manufacturer's published instructions covering all system equipment, a signed copy of the State Fire Marshal's Office Fire Alarm Installation Certificate, and, for software-based systems, a record copy of the site-specific software excluding the system executive software or external programmer software in a non-volatile, non-erasable, non-rewritable memory;

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C. documentation of materials used in the building which are required to have a specific limited fire or flame spread rating including special wall finishes or floor coverings, flame retardant curtains including cubicle curtains and rated ceilings. In the case of carpeting, the documentation must include a signed letter from the installer, verifying that the carpeting installed is named in the laboratory test document;
D. record drawings of the fire sprinkler system as installed, signed by a Responsible Managing Employee, licensed by the State Fire Marshal's Office or sealed by a licensed professional engineer, including the hydraulic calculations, alarm configuration, aboveground and underground Contractor's Material and Test Certificate, all literature and instructions provided by the manufacturer describing the proper operation and maintenance of all equipment and devices in accordance with NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems;
E. service contracts for maintenance and testing of alarm systems and sprinkler systems;
F. a copy of gas test results of the facility's gas lines from the meter;
G. a written statement from an architect or engineer stating that, from periodic onsite observation visits, the facility as constructed is, to the best of the architect's or engineer's knowledge and belief, in substantial compliance with the architect's or engineer's construction documents, the Life Safety Code, DADS licensure standards, and local codes; and
H. the contract documents specified in subsection (b) of this section.

d. Nonapproval of new construction.

1. If, during the initial on-site survey of completed construction, the surveyor finds certain basic requirements not met, the surveyor may recommend to DADS Licensing and Credentialing Unit that the facility should not yet be licensed and approved for occupancy. The basic items that may trigger non-approval include:

A. construction which does not meet minimum code or licensure standards for basic requirements including corridors that are less than the required width, ceilings installed at less than the minimum seven-foot six-inch height, resident bedroom dimensions less than required, and other features which would disrupt or otherwise adversely affect the residents and staff if corrected after occupancy;
B. lack of written approval by local authorities having jurisdiction, including the fire marshal, health department, and building inspector;
C. fire protection systems not completely installed or not functioning properly, including, but not limited to, fire alarm systems, emergency power and lighting, and sprinkler systems;
D. required exits not all usable according to NFPA 101 requirements;
E. telephone not installed or not properly working;
F. sufficient basic furnishings, essential appliances, and equipment are not installed or not functioning; and

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G. any other basic operational or safety feature which the surveyor, as the authority having jurisdiction, believes would preclude safe and normal occupancy by residents on that day.

2. If the surveyor encounters minor deficiencies, the surveyor may recommend approval of the facility's license based on an approved written plan of correction from the facility's administrator.
3. A facility must submit two copies of reduced size floor plans on an 8 1/2 inch by 11 inch sheet to DADS for DADS record and for the facility's use including an evacuation plan or fire alarm zone identification. The plan must contain basic legible information including scale, room usage names, actual bedroom numbers, doors, windows, and any other pertinent information.

§92.64 Plans, Approvals, and Construction Procedures

At the option of the applicant, DADS reviews plans for new buildings, additions, conversion of buildings not licensed by DADS, or remodeling of existing licensed facilities. DADS informs the applicant of the results of the review within 30 days after receipt of the plans. If the plans comply with DADS architectural requirements, DADS may not subsequently change the architectural requirement applicable to the project unless the change is required by federal law or the applicant fails to complete the project within a reasonable time.

1. Submittal of plans.
   A. For review of plans, before construction is begun, the applicant must submit one copy of contract documents including working drawings and specifications in sufficient detail to interpret compliance with these standards and assure proper construction by the general contractor or builder. Documents must be prepared according to accepted architectural practice and must include general construction, special conditions, and schedules.
   B. Final copies of plans must have a title block showing name of facility, person, or organization preparing the sheet, sheet numbers, facility address, and drawing date. Sheets and sections covering structural, electrical, mechanical, and sanitary engineering final plans, designs, and specifications must bear the seal of a registered professional engineer licensed by the Texas Board of Professional Engineers. Contract documents for additions, remodeling, and construction of an entirely new facility must be prepared by an architect licensed by the Texas Board of Architectural Examiners. Drawings must bear the seal of the architect.
   C. A final plan for a major addition to a facility must include a basic layout to scale of the entire building onto which the addition connects. North direction must be shown. Usually the entire basic layout can be drawn to scale of 1/16 inch per foot or 1/32 inch per foot for very large buildings.
   D. Plans and specifications for conversions or remodeling must be complete for all parts and features involved. DADS review is limited to the plans and specifications for conversions or remodeling as submitted.

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E. The sponsor is responsible for employing qualified personnel to prepare the contract documents for construction. If the contract documents have errors or omissions to the extent that compliance with architectural and DADS licensing standards cannot be reasonably assured or determined by DADS, DADS may request a revised set of documents for review.
F. The review of plans and specifications by DADS is based on general utility, the minimum licensing standards, and conformance of the Life Safety Code, and is not to be construed as all-inclusive approval of the structural, electrical, or mechanical components, nor does it include a review of building plans for compliance with the Texas Accessibility Standards as administered and enforced by the Texas Department of Licensing and Regulation.
G. Fees for plan review will be required in accordance with §92.4 of this chapter (relating to License Fees).

2. Contract documents.

A. Site plan documents must include grade contours; streets with names; North arrow; fire hydrants, fire lanes, utilities, public or private; fences; and unusual site conditions, including ditches, low water levels, other buildings on-site, and indications of buildings five feet or less beyond site property lines.
B. Foundation plan documents must include general foundation design and details.
C. Floor plan documents must include room names, numbers, and usages; numbered doors including swing; windows; legend or clarification of wall types; dimensions; fixed equipment; plumbing fixtures; kitchen basic layout; and identification of all smoke barrier walls from outside wall to outside wall or fire walls.
D. For both new construction and additions or remodeling to existing buildings, an overall plan of the entire building must be drawn or reduced to fit on an 8 1/2 inch by 11 inch sheet.
E. Schedules must include door materials, widths, and types; window materials, sizes, and types; room finishes; and special hardware.
F. Elevations and roof plan must include exterior elevations, including material note indications and any roof top equipment; roof slopes, drains, gas piping, and interior elevations where needed for special conditions.
G. Details must include wall sections as needed, especially for special conditions; cabinet and built-in work; cross sections through buildings as needed and miscellaneous details and enlargements as needed.
H. Building structure documents must include structural framing layout and details primarily for column, beam, joist, and structural building; roof framing layout if the layout cannot be adequately shown on a cross section; and cross sections in quantity and detail to show sufficient structural design and structural details as necessary to assure adequate structural design and calculated design loads.
I. Electrical documents must include electrical layout, including lights, convenience outlets, equipment outlets, switches, and other electrical outlets and devices; service, circuiting, distribution, and panel diagrams; exit light system including exit signs and emergency egress lighting; emergency electrical provisions including generators and panels; staff communication system; fire alarm and

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similar systems including control panel, devices, and alarms; and sizes and details sufficient to assure safe and properly operating systems.

J. Plumbing documents must include plumbing layout with pipe sizes and details sufficient to assure safe and properly operating systems, water systems, sanitary systems, gas systems, and other systems normally considered under the scope of plumbing, fixtures, and provisions for combustion air supply.

K. Heating, ventilating and air-conditioning systems (HVAC) documents must include sufficient details of HVAC systems and components to assure a safe and properly operating installation including, but not limited to, heating, ventilating, and air-conditioning layout, ducts, protection of duct inlets and outlets, combustion air, piping, exhausts, and duct smoke and/or fire dampers; and equipment types, sizes, and locations.

L. Sprinkler system documents must include plans and details of NFPA designed systems; plans and details of partial systems provided only for hazardous areas; and electrical devices interconnected to the alarm system.

M. Specifications must include information about installation techniques; quality standards and manufacturers; references to applicable codes and other standards used for design; design criteria; special equipment; hardware; finishes; and any other information DADS may need to interpret drawings and notes.

N. Other layout, plans, or details as may be necessary for a clear understanding of the design and scope of the project, including plans covering private water or sewer systems, must be reviewed by local health or wastewater authority having jurisdiction where the facility is located.

3. Construction phase.

A. DADS must be notified in writing prior to construction start.

B. All construction not done to comply with the completed plans and specifications as submitted for review and as modified in accordance with review requirements will require additional drawings if the change is significant.

4. Initial survey of completed construction.

A. Upon completion of construction, including grounds and basic equipment and furnishings, a final construction inspection or initial survey of the facility must be performed by DADS prior to the facility admitting residents, unless DADS issues a provisional license. An initial architectural inspection will be scheduled after DADS receives a notarized licensure application, required fee, fire marshal approval, and a letter from an architect or engineer stating that to the best of the architect's or engineer's knowledge that the facility meets the architectural requirements for a license.

B. After DADS surveys the completed construction and finds it acceptable, DADS forwards the information to the Licensing and Credentialing Unit as part of the applicant's license application. In the case of additions or remodeling of existing facilities, the applicant may be required to submit a revision or modification to an existing license. All buildings, including basic furnishings and operational needs, grades, drives, and parking must be 100 percent complete at the time of the initial visit for occupancy approval and licensing. A facility may admit no more than

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three residents after it receives initial approval from DADS but before a license is issued, except if DADS issues one of the following licenses the facility may admit more than three residents:

i. a provisional license in accordance with §92.20 of this chapter (relating to Provisional License); or

ii. an initial license in accordance with §92.21 of this chapter (relating to Initial License for a Type A or Type B Facility for an Applicant in Good Standing).

C. An applicant must make the following documents available to a DADS surveyor at the time of the survey of the completed building:

i. written approval of local authorities as required by subparagraph (A) of this paragraph;

ii. record drawings of the fire detection and alarm system as installed, signed by an Alarm Planning Superintendent licensed by the State Fire Marshal's office or bearing the seal of a licensed professional engineer, including a sequence of operation, the owner's manuals, and the manufacturer's published instructions covering all system equipment;

iii. a signed copy of the State Fire Marshal's Office Fire Alarm Installation Certificate;

iv. for software-based fire alarm systems, a record copy of the site-specific software, excluding the system executive software or external programmer software in a non-volatile, non-erasable, non-rewritable memory;

v. documentation of materials used in the building which have a specific limited fire or flame spread rating, including special wall finishes or floor coverings, flame retardant curtains, including cubicle curtains, and rated ceilings;

vi. a signed letter from the installer of carpeting verifying that the carpeting is named in the laboratory test document;

vii. record drawings of the fire sprinkler system as installed, signed by a Responsible Managing Employee licensed by the State Fire Marshal's Office, or bearing the seal of a licensed professional engineer, including the hydraulic calculations, fire alarm configuration, aboveground and underground Contractor's Material and Test Certificate;

viii. all literature and instructions provided by the sprinkler system manufacturer describing the proper operation and maintenance of all equipment and devices in accordance with NFPA 25;

ix. service contracts for maintenance and testing of alarm systems, sprinkler systems, and other systems;

x. a copy of a gas test results of the facility's gas lines from the meter;

xi. a written statement from an architect or engineer stating that, from periodic onsite observation visits, the facility as constructed is, to the best of architect or engineer's knowledge and belief, in substantial compliance with the architect or engineer's contract documents, the Life Safety Code, DADS licensure standards, and local codes; and

xii. the contract documents described in paragraph (2) of this section.

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5. Non-approval of new construction.

   A. If, during the initial on-site survey of completed construction, the surveyor finds certain basic requirements not met, DADS may recommend that the facility not be licensed and approved for occupancy. The items that may trigger non-approval include:

      i. substantial changes made during construction that were not submitted to DADS for review and which may require revised "as-built" drawings to cover the changes, including architectural, structural, mechanical, and electrical items specified in paragraph (3)(B) of this section;
      ii. construction that does not meet minimum Life Safety Code or DADS licensure standards, including corridors that are less than required width, ceilings installed at less than the minimum seven-foot six-inch height, resident bedroom dimensions less than required, and other features which would disrupt or otherwise adversely affect the residents and staff if corrected after occupancy;
      iii. lack of written approval by local authorities;
      iv. fire protection systems, including fire alarm systems, emergency power and lighting, and sprinkler systems, not completely installed or not functioning properly;
      v. required exits not all usable according to NFPA 101 requirements;
      vi. telephones that are not installed or not properly working;
      vii. sufficient basic furnishings, essential appliances, and equipment that are not installed or not functioning; and
      viii. any other basic operational or safety feature which would preclude safe and normal occupancy by residents on that day.

   B. If the surveyor encounters only minor deficiencies, licensure may be recommended based on an approved written plan of correction from the facility's administrator.

   C. A facility must submit two copies of reduced size floor plans on an 8 1/2 inch by 11 inch sheet to DADS for DADS records and the facility's use for evacuation plans and fire alarm zone identification. The plan must contain basic legible information including scale, room usage names, actual bedroom numbers, doors, windows, and any other pertinent information.

LS-ALF, Subchapter E, Inspections, Surveys, and Visits

Revision 14-2

§92.81 Inspections and Surveys

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a. Texas Department of Human Services (DHS) inspection and survey personnel will perform inspections and surveys, follow-up visits, complaint investigations, investigations of abuse or neglect, and other contact visits from time to time as they deem appropriate or as required for carrying out the responsibilities of licensing.
b. An inspection may be conducted by an individual surveyor or by a team, depending on the purpose of the inspection or survey, size of facility, and service provided by the facility, and other factors.
c. To determine standard compliance which cannot be verified during regular working hours, night or weekend inspections may be conducted to cover specific segments of operation and will be completed with the least possible interference to staff and residents.
d. Generally, all inspections, surveys, complaint investigations and other visits, whether routine or nonroutine, made for the purpose of determining the appropriateness of resident care and day-to-day operations of a facility will be unannounced; any exceptions must be justified.
e. Certain visits may be announced, including, but not limited to, visits to determine conditions when certain emergencies arise, such as fire, windstorm, or malfunctioning or nonfunctioning of electrical or mechanical systems.
f. The facility must make all books, records, and other documents maintained by or on behalf of a facility accessible to DHS upon request.
    1. DHS is authorized to photocopy documents, photograph residents, and use any other available recording devices to preserve all relevant evidence of conditions found during an inspection, survey, or investigation that DHS reasonably believes threaten the health and safety of a resident.
    2. Records and documents which may be requested and photocopied or otherwise reproduced include, but are not limited to, admission sheets, medication profiles, observation notes, medication refusal notes, and menu records.
    3. When the facility is requested to furnish the copies, the facility may charge DHS at the rate not to exceed the rate charged by DHS for copies. Collection must be by billing DHS. The procedure of copying is the responsibility of the administrator or his designee. If copying requires removal of the records from the facility, a representative of the facility will be expected to accompany the records and assure their order and preservation.
    4. DHS will protect the copies for privacy and confidentiality in accordance with recognized standards of medical records practice, applicable state laws, and DHS policy.

§92.82 Determinations and Actions

a. DADS determines if a facility meets DADS licensing rules, including physical plant and facility operation requirements, by conducting inspections, surveys, investigations, and on-site visits.
b. DADS lists violations of licensing rules on a report of contact. The report of contact includes a specific reference to a licensing rule that has been violated.

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c. At the conclusion of an inspection, survey, investigation, or on-site visit, a DADS surveyor conducts an exit conference to advise the facility of the findings resulting from the inspection, survey, investigation, or on-site visit.
d. At the exit conference, the surveyor provides a copy of the report of contact described in subsection (b) of this section to the facility.
e. If, after the initial exit conference, a DADS surveyor cites an additional licensing rule violation, the surveyor conducts another exit conference regarding the newly identified violations, and updates the report of contact with a specific reference to the licensing rule that has been violated.
f. DADS provides to the facility a written statement of violations from an inspection, survey, investigation, or on-site visit on DADS Form 3724 within 10 days after the final exit conference. The statement of violations includes a clear and concise summary in nontechnical language of each licensing rule violation. The statement of violations does not include names of residents or staff, statements that identify a resident, or other prohibited information.
g. A facility must submit an acceptable plan of correction to the DADS regional director within 10 days after receiving the statement of violations described in subsection (f) of this section. An acceptable plan of correction must address:
    1. how corrective action will be accomplished for a resident affected by a violation of a licensing rule;
    2. how the facility will identify other residents who may be affected by the violation of the licensing rule;
    3. how the corrective action the facility implements will ensure the violation does not reoccur;
    4. how the facility will monitor its corrective action to ensure the violation is being corrected and will not reoccur; and
    5. dates when corrective action will be completed.

§92.83 Informal Dispute Resolution

a. If a facility and DADS cannot resolve a dispute regarding a violation of a licensing rule, the facility is entitled to an informal dispute resolution (IDR) conducted by the Texas Health and Human Services Commission (HHSC) in accordance with Texas Health and Safety Code §247.051.
b. Within 10 days after the facility receives the statement of violations described in §92.82(f) of this subchapter (relating to Determinations and Actions), the facility must submit a written request for an IDR using the form and in accordance with procedures on the HHSC website at www.hhsc.state.tx.us.

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Subchapter F, Abuse, Neglect and Exploitations; Complaint and Incident Reports and Investigations

Revision 14-1

§92.102 Abuse, Neglect, or Exploitation Reportable to DADS

(a) An assisted living facility staff who has cause to believe that the physical or mental health or welfare of a resident has been or may be adversely affected by abuse, neglect, or exploitation or that the resident has died due to abuse or neglect, must report the abuse, neglect, or exploitation to:

(1) DADS Consumer Rights and Services section at 1-800-458-9858 or via the DADS website; and

(2) one of the following law enforcement agencies:

(A) a municipal law enforcement agency, if the facility is located within the territorial boundaries of a municipality; or

(B) the sheriff's department of the county in which the facility is located if the facility is not located within the territorial boundaries of a municipality.

(b) An assisted living facility must follow its internal policies regarding the prevention, detection, and reporting of abuse, neglect, or exploitation.

(c) The following information must be reported to DADS:

(1) name, age, and address of the resident;

(2) name and address of the person responsible for the care of the resident, if available;

(3) nature and extent of the elderly or disabled person's condition;

(4) basis of the reporter's knowledge; and

(5) any other relevant information.

(d) An assisted living facility must immediately make an oral report to DADS of the alleged abuse, neglect, or exploitation and must investigate the allegation and send a written report of the investigation to DADS state office no later than the fifth calendar day after the oral report.

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(e) An assisted living facility may not retaliate against a person for filing a complaint, presenting a grievance, or providing in good faith information relating to personal care services provided by the facility.

(f) An assisted living facility must require facility staff, as a condition of employment with the facility, to sign a statement indicating that the employee may be criminally liable for the failure to report abuse, neglect, or exploitation.

§92.103 Complaint Investigation

(a) A complaint is any allegation received by the Texas Department of Human Services (DHS) regarding abuse, neglect, or exploitation of a resident, or a violation of state standards.

(b) DHS must give the facility notification of the complaint received and a summary of the complaint, without identifying the source of the complaint.

§92.105 Investigations of Complaints

(a) In accordance with the memorandum of understanding (relating to Memorandum of Understanding Concerning Protective Services for the Elderly), between the Texas Department of Human Services (DHS) and the Texas Department of Protective and Regulatory Services, DHS receives and investigates reports of abuse, neglect, and exploitation of elderly and disabled persons or other residents living in facilities licensed under this chapter.

(b) DHS only investigates complaints of abuse, neglect, or exploitation when the act occurs in the facility, when the licensed facility is responsible for the supervision of the resident at the time the act occurs, or when the alleged perpetrator is affiliated with the facility. Other complaints of abuse, neglect, or exploitation not meeting this criteria must be referred to the Texas Department of Protective and Regulatory Services.

(c) Complaint investigations must include a visit to the resident's facility and consultation with persons thought to have knowledge of the circumstances. If the facility fails to admit DHS staff for a complaint investigation, DHS will seek a probate or county court order for admission. Investigators may request of the court that a peace officer accompany them.

(d) In cases concluded to be physical abuse, the written report of the investigation by DHS must be submitted to the appropriate law enforcement agency.

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(e) In cases concluded to be abuse, neglect, or exploitation of a resident with a guardian, the written report of the investigation by DHS must be submitted to the probate or county court which oversees the guardianship.

§92.106 General Provisions

(a) Confidentiality. All reports, records, and working papers used or developed by the Texas Department of Human Services (DHS) in an investigation are confidential and may be released only as provided in this subsection.

(1) Completed written investigation reports on cases concluded to be abuse or neglect must be furnished to the district attorney and appropriate law enforcement agency. DHS also may release these reports to any other public agency DHS deems appropriate to the investigation.

(2) Completed written investigation reports are open to the public, provided the report is deidentified. The process of deidentification means removing all names and other personally identifiable data, including any information from witnesses and others furnished to the department as part of the investigation.

(3) The reporter and the facility will be notified of the results of the department's investigation of a reported case of abuse or neglect, whether the department concluded that abuse or neglect occurred or did not occur.

(b) Immunity. A person who reports suspected instances of abuse or neglect, in the absence of bad faith or malicious conduct, will be immune from civil or criminal liability which might have otherwise resulted from making the report. Such immunity extends to participation in any judicial proceeding resulting from the report.

(c) Privileged communications. In a proceeding regarding a report or investigation conducted under this subchapter, evidence must not be excluded on a claim of privileged communication except in the case of a communication between an attorney and a client.

(d) Central registry. DHS maintains a central registry of reported cases of abuse and neglect at the central office in Austin.

LS-ALF, Subchapter G, Miscellaneous Provisions

Revision 18-2

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§92.123 Investigation of Facility Employees

(a) A facility must comply with the provisions of Chapter 250 of the Health and Safety Code (relating to Criminal History Checks of Employees and Applicants for Employment in Certain Facilities Serving the Elderly or Persons with Disabilities).

(b) Before a facility hires an employee, the facility must search the employee misconduct registry (EMR) established under §253.007, Health and Safety Code, and DADS nurse aide registry (NAR) to determine if the individual is designated in either registry as unemployable. Both registries can be accessed on the DADS Internet website.

(c) A facility is prohibited from hiring or continuing to employ a person who is listed in the EMR or NAR as unemployable.

(d) A facility must provide notification about the EMR to an employee in accordance with §93.3 of this title (relating to Employment and Registry Information).

(e) In addition to the initial search of the NAR and the EMR, a facility must conduct a search of the NAR and the EMR to determine if the employee is designated in either registry as unemployable as follows:

(1) for an employee most recently hired before September 1, 2009, by August 31, 2011 and at least every twelve months thereafter;

(2) for an employee most recently hired on or after September 1, 2009, at least every twelve months; and

(3) keep a copy of the results of the initial and annual searches of the NAR and EMR in the employee's personnel file.

§92.124 Procedures for Inspection of Public Records

(a) Procedures for inspection of public records will be in accordance with the Texas Open Records Act, Texas Civil Statutes, Article 6252-17a, and as further described in this section.

(b) Long Term Care — Regulatory, Texas Department of Human Services (DHS), will be responsible for the maintenance and release of records on licensed facilities, and other related records.

(c) The application for inspection of public records is subject to the following criteria.

(1) The application must be made to Long Term Care - Regulatory, Texas Department of Human Services, P.O. Box 149030 (E-349), Austin, Texas 78714-9030.

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(2) The requestor must identify himself/herself.

(3) The requestor must give reasonable prior notice of the time for inspection and/or copying of records.

(4) The requestor must specify the records requested.

(5) On written applications, if the bureau is unable to ascertain the records being requested, the bureau may return the written application to the requestor for further specificity.

(6) DHS must provide the requested records as soon as possible. However, if the records are in active use, or in storage, or time is needed for proper deidentification or preparation of the records for inspection, DHS must so advise the requestor and set an hour and date within a reasonable time when the records will be available.

(d) Original records may be inspected or copied, but in no instance will original records be removed from department offices.

(e) Records maintained by the bureau are open to the public, with the following exceptions:

(1) incomplete reports, audits, evaluations, and investigations made of, for, or by the department are confidential;

(2) reports of abuse and neglect are confidential;

(3) all names and related personal, medical, or other identifying information about a resident are confidential;

(4) information about any identifiable person which is defamatory or an invasion of privacy is confidential;

(5) information identifying complainants or informants is confidential;

(6) itineraries of surveys and inspections are confidential; and

(7) to implement this subsection, the bureau may not alter or deidentify original records. Instead, the bureau will make available for public review or release only a properly deidentified copy of the original record.

(f) Charging for copies of records must be in accordance with the following criteria.

(1) If the requestor simply wants to inspect records, the requestor will specify the records to be inspected and the bureau will make no charge for this service, except where the bureau chief determines that a charge is appropriate based on the nature of the request.

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(2) If the requestor wants to request copies of a record, the requestor will specify in writing the records to be copied on an appropriate DHS form, and DHS will complete the form by specifying the cost of the records which the requestor must pay in advance. Checks and other instruments of payment will be made payable to the Texas Department of Human Services.

(3) Any expenses for standard-size copies incurred in the reproduction, preparation, or retrieval of records must be borne by the requestor on a cost basis in accordance with costs established by the State Purchasing and General Services Commission or the department for office machine copies.

(4) For documents that are mailed, the department will charge for the postage at the time it charges for the reproduction. All applicable sales taxes will be added to the cost of copying records.

(5) When a request involves more than one facility, each facility will be considered a separate request.

(g) The bureau will make a reasonable effort to furnish records promptly and will extend to the requestor all reasonable comfort and facility for the full exercise of the rights granted by the Open Records Act.

§92.125 Resident's Bill of Rights and Provider Bill of Rights

(a) Resident's bill of rights.

(1) Each assisted living facility must post the resident's bill of rights, as provided by the department, in a prominent place in the facility and written in the primary language of each resident. A copy of the Resident's Bill of Rights must be given to each resident.

(2) A resident has all the rights, benefits, responsibilities, and privileges granted by the constitution and laws of this state and the United States, except where lawfully restricted. The resident has the right to be free of interference, coercion, discrimination, and reprisal in exercising these civil rights.

(3) Each resident in the assisted living facility has the right to:

(A) be free from physical and mental abuse, including corporal punishment or physical and chemical restraints that are administered for the purpose of discipline or convenience and not required to treat the resident's medical symptoms. A provider may use physical or chemical restraints only if the use is authorized in writing by a physician or the use is necessary in an emergency to protect the resident or others from injury. A physician's written authorization for the use of restraints must specify the circumstances under which the restraints may be used and

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the duration for which the restraints may be used. Except in an emergency, restraints may only be administered by qualified medical personnel;

(B) participate in activities of social, religious, or community groups unless the participation interferes with the rights of others;

(C) practice the religion of the resident's choice;

(D) if mentally retarded, with a court-appointed guardian of the person, participate in a behavior modification program involving use of restraints, consistent with subparagraph (A) of this paragraph, or adverse stimuli only with the informed consent of the guardian;

(E) be treated with respect, consideration, and recognition of his or her dignity and individuality, without regard to race, religion, national origin, sex, age, disability, marital status, or source of payment. This means that the resident:

(i) has the right to make his/her own choices regarding personal affairs, care, benefits, and services;

(ii) has the right to be free from abuse, neglect, and exploitation; and

(iii) if protective measures are required, has the right to designate a guardian or representative to ensure the right to quality stewardship of his/her affairs;

(F) a safe and decent living environment;

(G) not be prohibited from communicating in his or her native language with other residents or employees for the purpose of acquiring or providing any type of treatment, care, or services;

(H) complain about the resident's care or treatment. The complaint may be made anonymously or communicated by a person designated by the resident. The provider must promptly respond to resolve the complaint. The provider must not discriminate or take other punitive action against a resident who makes a complaint;

(I) receive and send unopened mail, and the provider must ensure that the resident's mail is sent and delivered promptly;

(J) unrestricted communication, including personal visitation with any person of the resident's choice, including family members and representatives of advocacy groups and community service organizations, at any reasonable hour;

(K) make contacts with the community and to achieve the highest level of independence, autonomy, and interaction with the community of which the resident is capable;

(L) manage his or her financial affairs. The resident may authorize in writing another person to manage his/her money. The resident may choose the manner in which his/her money is managed,

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including a money management program, a representative payee program, a financial power of attorney, a trust, or a similar method, and the resident may choose the least restrictive of these methods. The resident must be given, upon request of the resident or the resident's representative, but at least quarterly, an accounting of financial transactions made on his or her behalf by the facility should the facility accept his or her written delegation of this responsibility to the facility in conformance with state law;

(M) access the resident's records, which are confidential and may not be released without the resident's consent, except;

(i) to another provider, if the resident transfers residence; or

(ii) if the release is required by another law;

(N) choose and retain a personal physician and to be fully informed in advance about treatment or care that may affect the resident's well-being;

(O) participate in developing his/her individual service plan that describes the resident's medical, nursing, and psychological needs and how the needs will be met;

(P) be given the opportunity to refuse medical treatment or services after the resident:

(i) is advised by the person providing services of the possible consequences of refusing treatment or services; and

(ii) acknowledges that he/she understands the consequences of refusing treatment or services;

(Q) unaccompanied access to a telephone at a reasonable hour or in case of an emergency or personal crisis;

(R) privacy, while attending to personal needs and a private place for receiving visitors or associating with other residents, unless providing privacy would infringe on the rights of other residents. This right applies to medical treatment, written communications, telephone conversations, meeting with family, and access to resident councils. If a resident is married and the spouse is receiving similar services, the couple may share a room;

(S) retain and use personal possessions, including clothing and furnishings, as space permits. The number of personal possessions may be limited for the health and safety of other residents;

(T) determine his or her dress, hair style, or other personal effects according to individual preference, except the resident has the responsibility to maintain personal hygiene;

(U) retain and use personal property in his or her immediate living quarters and to have an individual locked area (cabinet, closet, drawer, footlocker, etc.) in which to keep personal property;

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(V) refuse to perform services for the facility, except as contracted for by the resident and operator;

(W) be informed by the provider no later than the 30th day after admission:

(i) whether the resident is entitled to benefits under Medicare or Medicaid; and

(ii) which items and services are covered by these benefits, including items or services for which the resident may not be charged;

(X) not be transferred or discharged unless:

(i) the transfer is for the resident's welfare, and the resident's needs cannot be met by the facility;

(ii) the resident's health is improved sufficiently so that services are no longer needed;

(iii) the resident's health and safety or the health and safety of another resident would be endangered if the transfer or discharge was not made;

(iv) the provider ceases to operate or to participate in the program that reimburses for the resident's treatment or care; or

(v) the resident fails, after reasonable and appropriate notice, to pay for services;

(Y) not be transferred or discharged, except in an emergency, until the 30th day after the date the facility provides written notice to the resident, the resident's legal representative, or a member of the resident's family, stating:

(i) that the facility intends to transfer or discharge the resident;

(ii) the reason for the transfer or discharge;

(iii) the effective date of the transfer or discharge;

(iv) if the resident is to be transferred, the location to which the resident will be transferred; and

(v) any appeal rights available to the resident;

(Z) leave the facility temporarily or permanently, subject to contractual or financial obligations;

(AA) have access to the State Ombudsman and a certified ombudsman; and

(BB) execute an advance directive, under the Advance Directives Act (Chapter 166, Health and Safety Code) or designate a guardian in advance of need to make decisions regarding the resident's health care should the resident become incapacitated.

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(b) Provider's bill of rights.

(1) Each assisted living facility must post a providers' bill of rights in a prominent place in the facility.

(2) The providers' bill of rights must provide that a provider of assisted living services has the right to:

(A) be shown consideration and respect that recognizes the dignity and individuality of the provider and assisted living facility;

(B) terminate a resident's contract for just cause after a written 30-day notice;

(C) terminate a contract immediately, after notice to the department, if the provider finds that a resident creates a serious or immediate threat to the health, safety, or welfare of other residents of the assisted living facility. During evening hours and on weekends or holidays, notice to HHSC must be made to 1-800-458-9858;

(D) present grievances, file complaints, or provide information to state agencies or other persons without threat of reprisal or retaliation;

(E) refuse to perform services for the resident or the resident's family other than those contracted for by the resident and the provider;

(F) contract with the community to achieve the highest level of independence, autonomy, interaction, and services to residents;

(G) access patient information concerning a client referred to the facility, which must remain confidential as provided by law;

(H) refuse a person referred to the facility if the referral is inappropriate;

(I) maintain an environment free of weapons and drugs; and

(J) be made aware of a resident's problems, including self-abuse, violent behavior, alcoholism, or drug abuse.

§92.126 Publication of Rules

Each facility will be notified of applicable new rules when the rules are filed with the Texas Register.

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§92.127 Required Postings

An assisted living facility must prominently and conspicuously post for display in a public area of the facility that is readily available to residents, employees, and visitors:

(1) the license issued under this chapter;

(2) a sign prescribed by HHSC that specifies complaint procedures established under these rules and specifies how complaints may be filed with HHSC;

(3) a notice in the form prescribed by HHSC stating that inspection and related reports are available at the facility for public inspection and providing HHSC toll-free telephone number that may be used to obtain information concerning the facility;

(4) a copy of the most recent inspection report relating to the facility;

(5) Resident Bill of Rights;

(6) Provider Bill of Rights;

(7) the telephone number of the managing local ombudsman and the toll-free number of the Ombudsman Program, 1-800-252-2412;

(8) the facility's normal 24-hour staffing patterns; and

(9) a sign stating: "Cases of Suspected Abuse, Neglect, or Exploitation must be reported to the Texas Department of Aging and Disability Services by calling 1-800-458-9858".

§92.128 Wheelchair Self-Release Seat Belts

(a) For the purposes of this section, a "self-release seat belt" is a seat belt on a resident's wheelchair that the resident demonstrates the ability to fasten and release without assistance. A self-release seat belt is not a restraint.

(b) Except as provided in subsection (c) of this section, a facility must allow a resident to use a self-release seat belt if:

(1) the resident or the resident's legal guardian requests that the resident use a self-release seat belt;

(2) the resident consistently demonstrates the ability to fasten and release the self-release seat belt without assistance;

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(3) the use of the self-release seat belt is documented in and complies with the resident's individual service plan; and

(4) the facility receives written authorization, signed by the resident or the resident's legal guardian, for the resident to use the self-release seat belt.

(c) A facility that advertises as a restraint-free facility is not required to allow a resident to use a self-release seat belt if the facility:

(1) provides a written statement to all residents that the facility is restraint-free and is not required to allow a resident to use a self-release seat belt; and

(2) makes reasonable efforts to accommodate the concerns of a resident who requests a self-release seat belt in accordance with subsection (b) of this section.

(d) A facility is not required to continue to allow a resident to use a self-release seat belt in accordance with subsection (b) of this section if:

(1) the resident cannot consistently demonstrate the ability to fasten and release the seat belt without assistance;

(2) the use of the self-release seat belt does not comply with the resident's individual service plan; or

(3) the resident or the resident's legal guardian revokes in writing the authorization for the resident to use the self-release seat belt.

§92.129 Authorized Electronic Monitoring (AEM)

(a) A facility must permit a resident, or the resident's guardian or legal representative, to monitor the resident's room through the use of electronic monitoring devices.

(b) A facility may not refuse to admit an individual and may not discharge a resident because of a request to conduct authorized electronic monitoring.

(c) The Texas Department of Human Services (DHS) Information Regarding Authorized Electronic Monitoring form must be signed by or on behalf of all new residents upon admission. The form must be completed and signed by or on behalf of all current residents by October 1, 2004. A copy of the form must be maintained in the active portion of the resident's clinical record.

Attached Graphic

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(d) A resident, or the resident's guardian or legal representative, who wishes to conduct AEM must request AEM by giving a completed, signed, and dated DHS Request for Authorized Electronic Monitoring form to the manager or designee. A copy of the form must be maintained in the active portion of the resident's clinical record.

(1) If a resident has the capacity to request AEM and has not been judicially declared to lack the required capacity, only the resident may request AEM, notwithstanding the terms of any durable power of attorney or similar instrument.

(2) If a resident has been judicially declared to lack the capacity required to request AEM, only the guardian of the resident may request AEM.

(3) If a resident does not have the capacity to request AEM and has not been judicially declared to lack the required capacity, only the legal representative of the resident may request AEM.

(A) A resident's physician makes the determination regarding the capacity to request AEM. Documentation of the determination must be made in the resident's clinical record.

(B) When a resident's physician determines the resident lacks the capacity to request AEM, a person from the following list, in order of priority, may act as the resident's legal representative for the limited purpose of requesting AEM:

(i) a person named in the resident's medical power of attorney or other advance directive;

(ii) the resident's spouse;

(iii) an adult child of the resident who has the waiver and consent of all other qualified adult children of the resident to act as the sole decision-maker;

(iv) a majority of the resident's reasonably available adult children;

(v) the resident's parents; or

(vi) the individual clearly identified to act for the resident by the resident before the resident became incapacitated or the resident's nearest living relative.

(e) A resident, or the resident's guardian or legal representative, who wishes to conduct AEM also must obtain the consent of other residents in the room, using the DHS Consent to Authorized Electronic Monitoring form. When complete, the form must be given to the manager or designee. A copy of the form must be maintained in the active portion of the resident's clinical record. AEM cannot be conducted without the consent of other residents in the room.

(1) Consent to AEM may be given only by:

(A) the other resident or residents in the room;

(B) the guardian of the other resident, if the resident has been judicially declared to lack the required capacity; or

(C) the legal representative of the other resident, determined by following the same procedure established under subsection (d)(3) of this section.

(2) Another resident in the room may condition consent on:

(A) pointing the camera away from the consenting resident, when the proposed electronic monitoring is a video surveillance camera; and

(B) limiting or prohibiting the use of an audio electronic monitoring device.

(3) AEM must be conducted in accordance with any limitation placed on the monitoring as a condition of the consent given by or on behalf of another resident in the room. The resident's roommate, or the roommate's guardian or legal representative, assumes responsibility for assuring AEM is conducted according to the designated limitations.

(4) If AEM is being conducted in a resident's room, and another resident is moved into the room who has not yet consented to AEM, the monitoring must cease until the new resident, or the resident's guardian or legal representative, consents.

(f) When the completed DHS Request for Authorized Electronic Monitoring form and the DHS Consent to Authorized Electronic Monitoring form, if applicable, have been given to the manager or designee, AEM may begin.

(1) Anyone conducting AEM must post and maintain a conspicuous notice at the entrance to the resident's room. The notice must state that the room is being monitored by an electronic monitoring device.

(2) The resident, or the resident's guardian or legal representative, must pay for all costs associated with conducting AEM, including installation in compliance with life safety and electrical codes, maintenance, removal of the equipment, posting and removal of the notice, or repair following removal of the equipment and notice, other than the cost of electricity.

(3) The facility must meet residents' requests to have a video camera obstructed to protect their dignity.

(4) The facility must make reasonable physical accommodation for AEM, which includes providing:

(A) a reasonably secure place to mount the video surveillance camera or other electronic monitoring device; and

(B) access to power sources for the video surveillance camera or other electronic monitoring device.

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(g) All facilities, regardless of whether AEM is being conducted, must post an 8 1/2-inch by 11-inch notice at the main facility entrance. The notice must be entitled "Electronic Monitoring" and must state, in large, easy-to-read type, "The rooms of some residents may be monitored electronically by or on behalf of the residents. Monitoring may not be open and obvious in all cases."

(h) A facility may:

(1) require an electronic monitoring device to be installed in a manner that is safe for residents, employees, or visitors who may be moving about the room, and meets all local and state regulations;

(2) require AEM to be conducted in plain view; and

(3) place a resident in a different room to accommodate a request for AEM.

(i) A facility may not discharge a resident because covert electronic monitoring is being conducted by or on behalf of a resident. If a facility discovers a covert electronic monitoring device and it is no longer covert as defined in §92.3 of this chapter (relating to Definitions), the resident must meet all the requirements for AEM before monitoring is allowed to continue.

(j) All instances of abuse or neglect must be reported to DHS, as required by §92.102 of this chapter (relating to Abuse, Neglect, or Exploitation Reportable to the Texas Department of Human Services (DHS) by Facilities). For purposes of the duty to report abuse or neglect, the following apply:

(1) A person who is conducting electronic monitoring on behalf of a resident is considered to have viewed or listened to a tape or recording made by the electronic monitoring device on or before the 14th day after the date the tape or recording is made.

(2) If a resident, who has capacity to determine that the resident has been abused or neglected and who is conducting electronic monitoring, gives a tape or recording made by the electronic monitoring device to a person and directs the person to view or listen to the tape or recording to determine whether abuse or neglect has occurred, the person to whom the resident gives the tape or recording is considered to have viewed or listened to the tape or recording on or before the seventh day after the date the person receives the tape or recording.

(3) A person is required to report abuse based on the person's viewing of or listening to a tape or recording only if the incident of abuse is acquired on the tape or recording. A person is required to report neglect based on the person's viewing of or listening to a tape or recording only if it is clear from viewing or listening to the tape or recording that neglect has occurred.

(4) If abuse or neglect of the resident is reported to the facility and the facility requests a copy of any relevant tape or recording made by an electronic monitoring device, the person who possesses the tape or recording must provide the facility with a copy at the facility's expense. The cost of the copy must not exceed the community standard. If the contents of the tape or recording

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are transferred from the original technological format, a qualified professional must do the transfer.

(5) A person who sends more than one tape or recording to DHS must identify each tape or recording on which the person believes an incident of abuse or evidence of neglect may be found. Tapes or recordings should identify the place on the tape or recording that an incident of abuse or evidence of neglect may be found.

LS-ALF, Subchapter H, Enforcement

Revision 18-2

Division 1, General Information

§92.151 When may DHS take an enforcement action?

DHS may take enforcement action when a facility is in violation of:

(1) the sections of this chapter;

(2) the Health and Safety Code, Chapter 247;

(3) an order adopted under Chapter 247; or

(4) a license issued under Chapter 247.

§92.152 What enforcement actions may DHS take?

DHS may:

(1) suspend a license;

(2) order immediate closing of all or part of the facility;

(3) revoke a license;

(4) refer the violation to the Office of the Attorney General for involuntary appointment of a trustee, injunction, or for the assessment of civil penalties; or

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(5) assess administrative penalties.

Division 2, Actions Against a License: Suspension

§92.201 When may DHS suspend a facility's license?

DHS may suspend a facility's license when the applicant, license holder, or a controlling person violates:

(1) the Health and Safety Code, Chapter 247; a section, standard or order adopted under Chapter 247; or a license issued under Chapter 247 in a repeated or substantial manner; or

(2) §92.551(2)-(5) of this chapter (relating to When is an administrative penalty assessed?).

§92.202 Does DHS provide notice of a license suspension and the opportunity for a hearing to the applicant, license holder, or a controlling person?

Yes.

§92.203 May DHS suspend a license at the same time another enforcement action is occurring?

Yes.

§92.204 How does DHS notify a license holder of a proposed suspension?

DHS notifies a license holder by certified mail.

§92.205 What information does DHS provide the license holder concerning a proposed suspension?

DHS provides the license holder with the facts or conduct alleged to warrant the suspension.

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§92.206 Does the license holder have an opportunity to show compliance with all requirements for keeping the license before DHS begins proceedings to suspend a license?

Yes.

§92.207 How does a license holder request an opportunity to show compliance?

A license holder must send a written request for an opportunity to show compliance to the Director of Long Term Care-Regulatory.

§92.208 How much time does a license holder have to request an opportunity to show compliance?

A request for an opportunity to show compliance must be postmarked within 10 calendar days of the date of DHS's notice and must be received in the Director of Long Term Care-Regulatory's office within 10 calendar days of the postmark.

§92.209 What must the request for an opportunity to show compliance contain?

The request must contain specific documentation showing how the facts or conduct that support the proposed suspension are incorrect.

§92.210 How does DHS conduct the opportunity to show compliance?

DHS's review is limited to documentation submitted by the license holder and information used by DHS as the basis for its proposed action. The review is not conducted as an adversary hearing.

§92.211 Does DHS give the license holder a written affirmation or reversal of the proposed action?

Yes.

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§92.212 How does DHS notify a license holder of its final decision to suspend a license?

DHS notifies the facility by certified mail.

§92.213 May the facility request a formal hearing?

Yes.

§92.214 How long does a license holder have to request a formal hearing?

The license holder has 15 calendar days from receipt of the certified mail notice to request a hearing.

§92.215 If a license holder does not appeal, when does the suspension take effect?

The suspension takes effect after the deadline for an appeal passes.

§92.216 If a license holder appeals, when does the suspension take effect?

The status of the license remains in effect until after the appeal is complete.

§92.217 May a facility operate during a suspension?

A facility may continue to operate as long as the suspension is under appeal.

§92.218 How long is the suspension?

The suspension remains in effect until DHS determines that the reason for the suspension no longer exists, but no longer than the license expiration date.

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§92.219 How does DHS decide to remove the suspension?

DHS conducts an on-site inspection.

§92.220 Must the license be returned to DHS during a license suspension?

Yes.

Division 3, Actions Against a License: Revocation

§92.251 When may DHS revoke a license?

DHS may revoke a license when the applicant, license holder, or a controlling person:

(1) violates section §92.551(2)-(5) of this chapter (relating to When is an administrative penalty assessed?);

(2) violates the Health and Safety Code, Chapter 247; a section, standard or order adopted under Chapter 247; or a license issued under Chapter 247 in a repeated or substantial manner;

(3) submits false statements on a license application;

(4) submits false statements on license application attachments;

(5) submits misleading statements on a license application;

(6) submits misleading statements on license application attachments;

(7) uses subterfuge or other evasive means to obtain a license;

(8) conceals a material fact on a license application that would have been the basis for denying a license under §92.17 of this chapter (relating to Criteria for Denying a License or Renewal of a License);

(9) fails to disclose information required in §92.12 of this chapter (relating to Applicant Disclosure Requirements) that would have been the basis to deny a license under §92.17 of this chapter; or

(10) violates the Health and Safety Code, §247.021.

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§92.252 Does DHS provide notice of a license revocation and opportunity for a hearing to the applicant, license holder, or controlling person?

Yes.

§92.253 May DHS take more than one enforcement action at a time against a license?

Yes.

§92.254 How will DHS notify a license holder of a proposed revocation?

DHS will notify a license holder by certified mail.

§92.255 What information does DHS provide the license holder concerning a proposed revocation?

DHS provides the license holder with the facts or conduct alleged to warrant the revocation.

§92.256 Does the license holder have an opportunity to show compliance with all requirements for keeping the license before DHS begins proceedings to revoke a license?

Yes.

§92.257 How does a license holder request an opportunity to show compliance?

A license holder must send a written request for an opportunity to show compliance to the Director of Long Term Care-Regulatory.

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§92.258 How much time does a license holder have to request an opportunity to show compliance?

A request for an opportunity to show compliance must be postmarked within 10 calendar days of the date of DHS's notice and must be received in the Director of Long Term Care-Regulatory's office within 10 calendar days of the postmark.

§92.259 What must the request for the opportunity to show compliance contain?

The request must contain specific documentation showing how the facts or conduct that support the proposed revocation are incorrect.

§92.260 How does DHS conduct the opportunity to show compliance?

DHS's review is limited to documentation submitted by the license holder and information used by DHS as the basis for its proposed action. The review is not conducted as an adversary hearing.

§92.261 Does DHS give the license holder a written affirmation or reversal of the proposed action?

Yes.

§92.262 Does the license holder have an opportunity for a formal hearing?

Yes.

§92.263 How long does a license holder have to request a formal hearing?

The license holder has 15 calendar days from receipt of the certified mail notice to request a hearing.

§92.264 When does the revocation take effect if the license holder does not appeal?

The revocation takes effect after the deadline for an appeal passes.

§92.265 When does the revocation take effect if the license holder appeals the revocation?

The status of the license remains in effect until after the appeal is complete.

§92.266 May a facility operate during a revocation?

A facility may continue to operate, as long as the revocation is under appeal.

§92.267 What happens to a license if it is revoked?

If revoked, the license must be returned to DHS.

Division 4, Actions Against a License: Temporary Restraining Orders and Injunctions

§92.301 Why would DHS refer a facility to the Office of the Attorney General or local prosecuting authority for a temporary restraining order or an injunction?

DHS refers a facility to the Office of the Attorney General or local prosecuting authority for a temporary restraining order or an injunction when:

(1) a violation creates an immediate threat or threat to the health and safety of residents;

(2) a facility is operating without a license; or

(3) DHS is denied entry to a facility that is alleged to be operating without a license.

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§92.302 To whom does DHS refer a facility that is operating without a license?

DHS refers a facility that is operating without a license to the:

(1) district attorney;

(2) county attorney;

(3) city attorney; or

(4) Attorney General.

Division 5, Actions Against a License: Emergency License Suspension and Closing Order

§92.351 When may DHS suspend a license or order an immediate closing of all or part of a facility?

DHS may suspend a license or order an immediate closing of all or part of a facility when:

(1) the facility is operating in violation of the licensure rules; and

(2) the violation creates an immediate threat to the health and safety of a resident.

§92.352 How does DHS notify a facility of a license suspension or immediate closing of all or part of a facility?

A notice is hand-delivered to a facility staff member.

§92.353 When does an order suspending a license or closing all or part of a facility go into effect?

The order goes into effect immediately upon receipt of the hand-delivered written notice or on a later date specified in the order.

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§92.354 How long is an order suspending a license or closing all or part of a facility valid?

An order is valid for 10 calendar days after the effective date of the order.

§92.355 May a license holder request a hearing?

Yes.

§92.356 Where can a license holder find information about administrative changes?

Information about administrative hearings is located in Chapter 79, Subchapter Q of this title (relating to Formal Appeals).

§92.357 Does a request for an administrative hearing suspend the effectiveness of the order?

No.

§92.358 Does anything happen to a resident's rights or freedom of choice during an emergency relocation?

No.

§92.359 Who does DHS notify if all or part of a facility is closed?

If all or part of a facility is closed, DHS notifies:

(1) the local health department director;

(2) the city or county health authority; and

(3) representatives of the appropriate state agencies.

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§92.360 Who must a facility notify if all or part of the facility is closed?

A facility must notify each resident's:

(1) guardian or responsible party; and

(2) attending physician.

§92.361 Who decides where to relocate a resident?

The resident, the resident's guardian, or the resident's responsible person may designate a preference for a specific facility or for other arrangements.

§92.362 Who arranges the relocation?

DHS arranges to relocate residents to other facilities in the area.

§92.363 Is a resident's preference considered?

Yes.

§92.364 What requirements must the facility a resident chooses for relocation meet?

The following apply when a facility is chosen for relocation:

(1) The facility must be in good standing with DHS.

(2) If the facility is certified under Titles XVIII and XIX of the Social Security Act, it must be in good standing under its contract.

(3) The facility must be able to meet the needs of the resident.

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§92.365 Is a receiving facility allowed to temporarily exceed its licensed capacity?

Yes.

§92.366 Under what conditions is a receiving facility allowed to temporarily exceed its licensed capacity?

DHS may grant a waiver to a receiving facility to temporarily exceed its licensed capacity to prevent substantial transportation of a resident.

§92.367 What requirements must a facility meet to obtain a temporary waiver?

To be eligible for a temporary waiver to exceed its licensed capacity, a facility must:

(1) not compromise the health and safety of residents; and

(2) meet the increased demands for direct care personnel and dietary services.

§92.368 How long can a facility have a temporary waiver?

A facility may have a temporary waiver until residents can be transferred to a permanent location.

§92.369 Does DHS monitor a facility with a temporary waiver?

Yes.

§92.370 What records, reports, and supplies are sent to the receiving facility for transferred residents?

The following reports, records, and supplies must be sent to the receiving institution for each transferred resident:

(1) a copy of the current physician's orders for:

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(A) medication;

(B) treatment;

(C) diet; and

(D) special services required;

(2) personal information, such as name and address of next of kin, guardian, or responsible party;

(3) attending physician;

(4) Medicare and Medicaid identification number, if applicable;

(5) social security number;

(6) other identification information as deemed necessary and available;

(7) a copy of the resident's current comprehensive assessment and service plan;

(8) all medications dispensed in the resident's name that have current physician's orders. Medications must be inventoried and transferred with the resident. Medications past expiration date or discontinued by physician order must be inventoried for disposition in accordance with state law. Only current prescription medications taken on a regular or as-needed basis may be transferred with the resident;

(9) the resident's personal belongings, clothing, and toilet articles. The closing facility must make an inventory of personal property and valuables; and

(10) resident trust fund accounts maintained by the closing facility. All items must be properly inventoried and receipts obtained for audit purposes by the appropriate state agency.

§92.371 May a resident return to the closed facility if it reopens within 90 calendar days?

Yes.

§92.372 Do the relocated residents have any special admission rights at the closed facility?

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If the closed facility is allowed to reopen within 90 calendar days, the relocated residents have the first right to return to the facility.

§92.373 What options does a relocated resident have?

Relocated residents may choose to:

(1) return to the reopened facility;

(2) stay in the receiving facility, if the facility is not exceeding its licensed capacity; or

(3) choose other accommodations.

§92.374 Are relocated residents who return to the facility considered new admissions?

Yes. Any relocated resident who returns to the facility must be treated as a new admission. All procedures regarding new admissions apply.

Division 6, Actions Against a License: Civil Penalties

§92.401 When may DHS refer a facility to the Office of the Attorney General for assessment of civil penalties?

DHS may refer a facility for a violation that threatens the health and safety of a resident.

§92.402 What is the amount of the civil penalty that can be assessed for operating without a license?

A civil penalty of $1,000 to $10,000 per day may be assessed for operating without a license.

Division 7, Trustees: Involuntary Appointment of a Trustee

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§92.451 When may DHS petition a court for the involuntary appointment of a trustee to operate a facility?

DHS may petition a court for the involuntary appointment of a trustee to operate a facility when one or more of the following conditions exist:

(1) the facility is operating without a license;

(2) the facility's license has been suspended or revoked;

(3) an imminent threat to the health and safety of the residents exists, and license suspension or revocation procedures are pending against the facility;

(4) an emergency exists that presents an immediate threat to the health and safety of the residents; or

(5) the facility is closing, whether voluntarily or through an emergency closure order, and arrangements for relocation of the residents to other licensed institutions have not been made before closure.

§92.452 When may DHS disburse emergency assistance funds?

DHS may disburse emergency assistance funds when a court order is given.

§92.453 Must a facility reimburse DHS for emergency assistance funds?

Yes.

§92.454 When is reimbursement for emergency assistance funds due to DHS?

Reimbursement is due not later than one year after the date the trustee received the funds.

§92.455 Who is responsible for reimbursement?

The owner of the facility at the time the trustee was appointed is responsible for reimbursement.

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§92.456 What happens if a facility does not reimburse DHS in one year?

A license holder is referred to the Office of the Attorney General. DHS also may decide the facility is not eligible for a Medicaid provider contract.

Division 8, Trustees: Appointment of a Trustee by Agreement

§92.501 May a facility request the appointment of a trustee to assume operation of a facility?

Yes.

§92.502 Who may make the request?

A person holding a controlling interest in a facility may request that DHS assume the operation of the facility through the appointment of a trustee.

§92.503 What are the requirements for a trustee agreement?

An agreement must:

(1) specify all terms and conditions of the trustee's appointment and authority; and

(2) preserve all legal rights of the residents.

§92.504 When does an agreement for a trustee terminate?

An agreement for a trustee terminates at a time specified in the agreement or upon receipt of notice of intent to terminate sent by DHS or by the person holding a controlling interest in the facility.

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§92.505 What happens if the controlling person wants to terminate the agreement, but DHS determines termination of the agreement is not in the best interest of the residents?

DHS petitions a court for an involuntary appointment of a trustee under the terms of §92.451 of this chapter (relating to When may DHS petition a court for the involuntary appointment of a trustee to operate a facility?).

§92.506 When DHS appoints a trustee, is the facility always required to pay assessed civil money penalties?

Yes.

Division 9, Administrative Penalties

§92.551 Administrative Penalties

(a) Assessment of an administrative penalty. HHSC may assess an administrative penalty if a license holder:

(1) violates:

(A) Texas Health and Safety Code, Chapter 247;

(B) a rule, standard, or order adopted under Texas Health and Safety Code, Chapter 247; or

(C) a term of a license issued under Texas Health and Safety Code, Chapter 247;

(2) makes a false statement of material fact that the license holder knows or should know is false:

(A) on an application for issuance or renewal of a license;

(B) in an attachment to the application; or

(C) with respect to a matter under investigation by HHSC;

(3) refuses to allow an HHSC representative to inspect:

(A) a book, record, or file that a facility must maintain; or

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(B) any portion of the premises of a facility;

(4) willfully interferes with the work of, or retaliates against, an HHSC representative or the enforcement of this chapter;

(5) willfully interferes with, or retaliates against, an HHSC representative preserving evidence of a violation of Texas Health and Safety Code, Chapter 247; a rule, standard, or order adopted under Texas Health and Safety Code, Chapter 247; or a term of a license issued under Texas Health and Safety Code, Chapter 247;

(6) fails to pay an administrative penalty not later than the 30th calendar day after the penalty assessment becomes final; or

(7) fails to notify HHSC of a change of ownership before the effective date of the change of ownership.

(8) willfully interferes with the State Ombudsman, a certified ombudsman, or an ombudsman intern performing the functions of the Ombudsman Program as described in 26 TAC Chapter 88 (relating to the State Long-Term Care Ombudsman Program); or

(9) retaliates against the State Ombudsman, a certified ombudsman, or an ombudsman intern:

(A) with respect to a resident, employee of a facility, or other person filing a complaint with, providing information to, or otherwise cooperating with the State Ombudsman, a certified ombudsman, or an ombudsman intern; or

(B) for performing the functions of the Ombudsman Program as described in 26 TAC Chapter 88.

(b) Criteria for assessing an administrative penalty. HHSC considers the following in determining the amount of an administrative penalty:

(1) the gradations of penalties established in subsection (d) of this section;

(2) the seriousness of the violation, including the nature, circumstances, extent, and gravity of the situation, and the hazard or potential hazard created by the situation to the health or safety of the public;

(3) the history of previous violations;

(4) deterrence of future violations;

(5) the license holder's efforts to correct the violation;

(6) the size of the facility and of the business entity that owns the facility; and

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(7) any other matter that justice may require.

(c) Late payment of an administrative penalty. A license holder must pay an administrative penalty within 30 calendar days after the penalty assessment becomes final. If a license holder fails to timely pay the administrative penalty, HHSC may assess an administrative penalty under subsection (a)(6) of this section, which is in addition to the penalty that was previously assessed and not timely paid.

(d) Administrative penalty schedule. HHSC uses the schedule of appropriate and graduated administrative penalties in this subsection to determine which violations warrant an administrative penalty.

Figure: 40 TAC §92.551(d)

ADMINISTRATIVE PENALTY SCHEDULE	SMALL FACILITY (4-16 beds)		LARGE FACILITY (17+ beds)	
	Business entity owns one facility	Business entity owns multiple facilities	Business entity owns one facility	Business entity owns multiple facilities
§92.3 Types of Assisted Living Facilities	$300	$450	$500	$650
§92.4. License Fees	$300	$400	$500	$600
§92.11. Criteria for Licensing	$300	$450	$500	$650
§92.16. Change of Ownership	$300	$400	$500	$600
§92.18. Increase in Capacity	$300	$400	$500	$600
§92.21. Initial License for a Type A or Type B Facility for an Applicant in Good Standing				
(g) health inspection disclosure	$500	$600	$700	$800
§92.22 Initial License for a Type B Facility with Alzheimer's Certification for an Applicant in Good Standing	$500	$600	$700	$800
(i) health inspection disclosure	$500	$600	$700	$800
§92.41. Standards for Type A and Type B Assisted Living Facilities				

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Figure: 40 TAC §92.551(d)

ADMINISTRATIVE PENALTY SCHEDULE	SMALL FACILITY (4-16 beds)		LARGE FACILITY (17+ beds)	
	Business entity owns one facility	Business entity owns multiple facilities	Business entity owns one facility	Business entity owns multiple facilities
(a) employees	$350	$550	$750	$950
(b) social services	$200	$300	$400	$500
(c) resident assessment	$400	$550	$600	$750
(d) resident policies	$250	$350	$450	$550
(e) admission policies	$300	$400	$500	$600
(f) inappropriate placement in Type A or Type B facilities	$700	$800	$900	$1,000
(g) advance directives	$500	$500	$500	$500
(h) resident records	$200	$300	$400	$500
(i) personnel records	$200	$300	$400	$500
(j) medications	$400	$500	$600	$700
(k) accident, injury, or acute illness	$400	$500	$600	$700
(l) resident finances	$200	$300	$400	$500
(m) food and nutrition services	$400	$550	$700	$850
(n) infection control	$400	$550	$700	$850
(o) access to residents	$150	$200	$250	$300
(p) restraints	$700	$800	$900	$1,000
(q) accreditation status	$700	$800	$900	$1,000
§92.51. Licensure of Facilities for Persons with Alzheimer's Disease	$200	$300	$400	$500
§92.53. Standards for Certified Alzheimer's Assisted Living Facilities	$400	$500	$600	$700

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Figure: 40 TAC §92.551(d)

ADMINISTRATIVE PENALTY SCHEDULE	SMALL FACILITY (4-16 beds)		LARGE FACILITY (17+ beds)	
	Business entity owns one facility	Business entity owns multiple facilities	Business entity owns one facility	Business entity owns multiple facilities
§92.54. Advertisements, Solicitations, and Promotional Material	$250	$350	$450	$550
§92.61. Facility Construction-Introduction and Application	$300	$400	$500	$600
§92.62. General Requirements	$350	$450	$550	$650
§92.81. Inspections and Surveys	$300	$400	$500	$600
§92.82. Determinations and Actions Pursuant to Inspections	$200	$300	$400	$500
§92.102. Abuse, Neglect, Exploitation Reportable to DADS by Facilities	$700	$800	$900	$1,000
§92.123. Investigation of Facility Employees	$450	$550	$650	$750
§92.125. Resident's Bill of Rights and Provider Bill of Rights				
(a) resident's bill of rights	--	--	--	--
(1) post and provide copy of bill	$100	$150	$200	$250
(2) right to exercise civil rights	$150	$200	$250	$300
(3) each resident has the right to:	--	--	--	--
(A) be free from physical, mental abuse, corporal punishment, physical, chemical restraints for discipline/convenience	$700	$800	$900	$1,000
(B) participate in activities	$150	$200	$250	$300
(C) religion of choice	$150	$200	$250	$300
(D) if MR, participate in behavior modification with guardian consent	$150	$200	$250	$300

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Figure: 40 TAC §92.551(d)

ADMINISTRATIVE PENALTY SCHEDULE	SMALL FACILITY (4-16 beds)		LARGE FACILITY (17+ beds)	
	Business entity owns one facility	Business entity owns multiple facilities	Business entity owns one facility	Business entity owns multiple facilities
(E)(i)-(iii)--be treated with respect, consideration, dignity	$200	$250	$300	$350
(F) safe, decent living environment	$100	$150	$200	$250
(G) communicate in native language	$100	$150	$200	$250
(H) complain about care, treatment	$200	$250	$300	$350
(I) receive and send mail	$100	$150	$200	$250
(J) unrestricted communication	$150	$200	$250	$300
(K) make community contacts	$100	$150	$200	$250
(L) manage financial affairs	$100	$150	$200	$250
(M)(i)-(ii) access resident records	$100	$150	$200	$250
(N) choose physician and be informed about treatment and care	$100	$150	$200	$250
(O) help develop individual service plan	$100	$150	$200	$250
(P)(i)-(ii) opportunity to refuse medical treatment or services	$100	$150	$200	$250
(Q) unaccompanied access to telephone	$100	$150	$200	$250
(R) privacy	$100	$150	$200	$250
(S) retain and use personal possessions	$100	$150	$200	$250
(T) determine personal preference in dress, hair style, personal effects	$100	$150	$200	$250
(U) retain and use personal property	$100	$150	$200	$250
(V) refuse to perform services	$100	$150	$200	$250

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Figure: 40 TAC §92.551(d)

ADMINISTRATIVE PENALTY SCHEDULE	SMALL FACILITY (4-16 beds)		LARGE FACILITY (17+ beds)	
	Business entity owns one facility	Business entity owns multiple facilities	Business entity owns one facility	Business entity owns multiple facilities
(W)(i)-(ii) be informed about Medicare, Medicaid, and covered items/services	$100	$150	$200	$250
(X)(i)-(v) not be transferred/discharged except under specific conditions	$300	$350	$400	$450
(Y)(i)-(v) not be transferred/discharged except in an emergency without specific written notice	$300	$350	$400	$450
(Z) leave facility temporarily or permanently	$100	$150	$200	$250
(AA) access the Ombudsman program	$100	$150	$200	$250
(BB) execute an advance directive or designate a guardian for decisions	$200	$250	$300	$350
§92.127. Required Posting	$250	$350	$450	$550
§92.129. Authorized Electronic Monitoring (AEM)	$100	$150	$200	$250
§§92.351-92.374. Emergency License Suspension and Closing Order	$150	$250	$350	$450
§§92.551-92.595. Administrative Penalties	$400	$500	$600	$700

(e) Administrative penalty assessed against a resident. HHSC does not assess an administrative penalty against a resident, unless the resident is also an employee of the facility or a controlling person.

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(f) Proposal of administrative penalties.

(1) HHSC issues a preliminary report stating the facts on which HHSC concludes that a violation has occurred after HHSC has:

(A) examined the possible violation and facts surrounding the possible violation; and

(B) concluded that a violation has occurred.

(2) HHSC may recommend in the preliminary report the assessment of an administrative penalty for each violation and the amount of the administrative penalty.

(3) HHSC provides a written notice of the preliminary report to the license holder not later than 10 calendar days after the date on which the preliminary report is issued. The written notice includes:

(A) a brief summary of the violation;

(B) the amount of the recommended administrative penalty;

(C) a statement of whether the violation is subject to correction in accordance with subsection (g) of this section and, if the violation is subject to correction, a statement of:

(i) the date on which the license holder must file with HHSC a plan of correction for approval by HHSC; and

(ii) the date on which the license holder must complete the plan of correction to avoid assessment of the administrative penalty; and

(D) a statement that the license holder has a right to an administrative hearing on the occurrence of the violation, the amount of the penalty, or both.

(4) Not later than 20 calendar days after the date on which a license holder receives a written notice of the preliminary report, the license holder may:

(A) give HHSC written consent to the preliminary report, including the recommended administrative penalty; or

(B) make a written request to the Texas Health and Human Services Commission (HHSC) for an administrative hearing.

(5) If a violation is subject to correction under subsection (g) of this section, the license holder must submit a plan of correction to HHSC for approval not later than 10 calendar days after the date on which the license holder receives the written notice described in paragraph (3) of this subsection.

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(6) If a violation is subject to correction under subsection (g) of this section, and after the license holder reports to HHSC that the violation has been corrected, HHSC inspects the correction or takes any other step necessary to confirm the correction and notifies the facility that:

(A) the correction is satisfactory and HHSC will not assess an administrative penalty; or

(B) the correction is not satisfactory and a penalty is recommended.

(7) Not later than 20 calendar days after the date on which a license holder receives a notice under paragraph (6)(B) of this subsection (notice that the correction is not satisfactory and recommendation of a penalty), the license holder may:

(A) give HHSC written consent to HHSC report, including the recommended administrative penalty; or

(B) make a written request to HHSC for an administrative hearing.

(8) If a license holder consents to the recommended administrative penalty or does not timely respond to a notice sent under paragraph (3) of this subsection (written notice of the preliminary report) or paragraph (6)(B) of this subsection (notice that the correction is not satisfactory and recommendation of a penalty):

(A) the commissioner or the commissioner's designee assesses the recommended administrative penalty;

(B) HHSC gives written notice of the decision to the license holder; and

(C) the license holder must pay the penalty not later than 30 calendar days after the written notice given in subparagraph (B) of this paragraph.

(g) Opportunity to correct.

(1) A license holder has an opportunity to correct a violation, except a violation described in paragraph (2) of this subsection, to avoid paying an administrative penalty, if the license holder corrects the violation not later than 45 calendar days after the date the facility receives the written notice described in subsection (f)(3) of this section.

(2) A license holder does not have an opportunity to correct a violation:

(A) that HHSC determines results in serious harm to or death of a resident;

(B) described by subsection (a)(2)-(7) of this section;

(C) related to advance directives as described in §92.41(g);

(D) that is the second or subsequent violation of:

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(i) a right of the same resident under §92.125 of this chapter (relating to Resident□s Bill of Rights and Provider Bill of Rights); or

(ii) the same right of all residents under §92.125 of this chapter; or

(E) a violation that is written because of an inappropriately placed resident, except as described in §92.41(f) of this chapter (relating to Inappropriate Placement).

(3) Maintenance of violation correction.

(A) A license holder that corrects a violation must maintain the correction. If the license holder fails to maintain the correction until at least the first anniversary of the date the correction was made, DADS may assess and collect an administrative penalty for the subsequent violation.

(B) An administrative penalty assessed under this paragraph is equal to three times the amount of the original administrative penalty that was assessed but not collected.

(C) HHSC is not required to offer the license holder an opportunity to correct the subsequent violation.

(h) Hearing on an administrative penalty. If a license holder timely requests an administrative hearing as described in subsection (f)(3) or (f)(7) of this section, the administrative hearing is held in accordance with HHSC rules at 1 TAC Chapter 357, Subchapter I (relating to Hearings under the Administrative Procedure Act).

(i) DADS may charge interest on an administrative penalty. The interest begins the day after the date the penalty becomes due and ends on the date the penalty is paid in accordance with Texas Health and Safety Code, §247.0455(e).

(j) Amelioration of a violation.

(1) In lieu of demanding payment of an administrative penalty, the commissioner may allow a license holder to use, under HHSC supervision, any portion of the administrative penalty to ameliorate the violation or to improve services, other than administrative services, in the facility affected by the violation. Amelioration is an alternate form of payment of an administrative penalty, not an appeal, and does not remove a violation or an assessed administrative penalty from a facility's history.

(2) A license holder cannot ameliorate a violation that HHSC determines constitutes immediate jeopardy to the health or safety of a resident.

(3) HHSC offers amelioration to a license holder not later than 10 calendar days after the date a license holder receives a final notification of the recommended assessment of an administrative penalty that is sent to the license holder after an informal dispute resolution process but before an administrative hearing.

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(4) A license holder to whom amelioration has been offered must:

(A) submit a plan for amelioration not later than 45 calendar days after the date the license holder receives the offer of amelioration from HHSC; and

(B) agree to waive the license holder's right to an administrative hearing if HHSC approves the plan for amelioration.

(5) A license holder's plan for amelioration must:

(A) propose changes to the management or operation of the facility that will improve services to or quality of care of residents;

(B) identify, through measurable outcomes, the ways in which and the extent to which the proposed changes will improve services to or quality of care of residents;

(C) establish clear goals to be achieved through the proposed changes;

(D) establish a time line for implementing the proposed changes; and

(E) identify specific actions the license holder will take to implement the proposed changes.

(6) A license holder's plan for amelioration may include proposed changes to:

(A) improve staff recruitment and retention;

(B) offer or improve dental services for residents; and

(C) improve the overall quality of life for residents.

(7) HHSC may require that an amelioration plan propose changes that would result in conditions that exceed the requirements of this chapter.

(8) HHSC approves or denies a license holder's amelioration plan not later than 45 calendar days after the date HHSC receives the plan. If HHSC approves the amelioration plan, any pending request the license holder has submitted for an administrative hearing must be withdrawn by the license holder.

(9) HHSC does not offer amelioration to a license holder:

(A) more than three times in a two-year period; or

(B) more than one time in a two-year period for the same or a similar violation.

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Division 10, Arbitration

§92.601 Arbitration

A facility may elect binding arbitration in accordance with Texas Health and Safety Code (THSC) §247.082. Arbitration is conducted in accordance with THSC §§247.083-247.098 and may be used to resolve a dispute between the facility and DADS relating to:

(1) renewal of a license;

(2) suspension, revocation, or denial of a license;

(3) assessment of a civil penalty; or

(4) assessment of an administrative penalty.

LS-ALF, Subchapter I, Access to Residents and Records by the Long-Term Care Ombudsman Program

Revision 18-2

§92.801 Access to Residents and Records by the State Long-Term Care Ombudsman Program

(a) A resident has the right to be visited by the State Ombudsman, a certified ombudsman, or an ombudsman intern.

(b) In accordance with the Older Americans Act, §712(b)(1)(A), and 45 CFR §1324.11(e)(2), a facility must allow:

(1) the State Ombudsman, a certified ombudsman, and an ombudsman intern to have:

(A) immediate, private, and unimpeded access to enter the facility at any time during the facility's regular business hours or regular visiting hours;

(B) immediate, private, and unimpeded access to a resident; and

(C) immediate and unimpeded access to the name and contact information of the resident's legally authorized representative, if the State Ombudsman, a certified ombudsman, or an

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ombudsman intern determines the information is needed to perform a function of the Ombudsman Program; and

(2) the State Ombudsman and a certified ombudsman to have immediate, private, and unimpeded access to enter the facility at a time other than regular business hours or visiting hours, if the State Ombudsman or a certified ombudsman determines access may be required by the circumstances to be investigated.

(c) A facility, in accordance with the Older Americans Act, §712(b)(1)(B) and 45 CFR §1324.11(e)(2), must allow the State Ombudsman and a certified ombudsman to have immediate access to:

(1) all files, records, and other information concerning a resident, including an incident report involving the resident, if:

(A) the State Ombudsman or certified ombudsman has the consent of the resident or legally authorized representative;

(B) the resident is unable to communicate consent to access and has no legally authorized representative; or

(C) such access is necessary to investigate a complaint and the following occurs:

(i) the resident's legally authorized representative refuses to give consent to access to the records, files, and other information;

(ii) the State Ombudsman or certified ombudsman has reasonable cause to believe that the legally authorized representative is not acting in the best interests of the resident; and

(iii) if it is the certified ombudsman seeking access to the records, files, or other information, the certified ombudsman obtains the approval of the State Ombudsman to access the records, files, or other information without the legally authorized representative's consent; and

(2) the administrative records, policies, and documents of the facility to which the residents or general public have access.

(d) The rules adopted under the Health Insurance Portability and Accountability Act of 1996, 45 CFR part 164, subparts A and E, do not preclude a facility from releasing protected health information or other identifying information regarding a resident to the State Ombudsman or a certified ombudsman if the requirements of subsections (b)(1)(C) and (c)(1) of this section are otherwise met. The State Ombudsman and a certified ombudsman are each a "health oversight agency" as that phrase is defined in 45 CFR §164.501.

LS-ALF, Revisions

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CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

LS-ALF, 18-2, Revises §92.2, §92.125, §92.127, §92.551 and §92.801

Revision Notice 18-2, Effective April 5, 2018

Changes are as follows:

Section	Title	Change
Subchapter A, §92.2	Definitions	Adds new definitions for Certified ombudsman, CFR, Managing local ombudsman, Ombudsman intern, Ombudsman Program, Private and unimpeded access, State Ombudsman, and Willfully interfere. Revises the definitions of Alzheimer's Assisted Living Disclosure Statement form and DADS. Deletes the definition for Ombudsman.
Subchapter G, §92.125	Resident's Bill of Rights and Provider Bill of Rights	Updates terms related to the Ombudsman Program.
Subchapter G, §92.127	Required Postings	Updates terms and provides a telephone number for the Ombudsman Program.
Subchapter H, §92.551	Administrative Penalties	Updates terms related to the Ombudsman Program. Adds that HHSC may assess an administrative penalty against a person who retaliates against a representative of HHSC completing the work required to enforce this chapter or preserving evidence of a violation of a rule, standard, or order adopted or license issued under Chapter 247, Texas Health and Safety Code. Adds that HHSC may assess an administrative penalty against a person who willfully interferes with or retaliates against a the State Ombudsman, certified ombudsman or an ombudsman intern performing the functions of the Ombudsman Program as described in Title 26, Part 1, Chapter 88, State Long-Term Care Ombudsman Program.
Subchapter I, §92.801	Access to Residents and Records by the State Long-Term Care Ombudsman Program	Outlines the assisted living facility requirements to allow access to a facility and a resident by the State Ombudsman, certified ombudsman and an ombudsman intern during regular visiting hours and for the State Ombudsman and a certified ombudsman at a time other than regular business hours to complete

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Section	Title	Change
		an investigation. Sets forth the conditions that must be met to allow the State Ombudsman or a certified ombudsman access to all files, records and other information concerning an incident, as well as the administrative records, policies and documents available to the residents and general public. Adds requirements related to the release of HIPPA information to the State Ombudsman or a certified ombudsman.

LS-ALF, 18-1, Wheelchair Self Release Seat Belts

Revision Notice 18-1, Effective January 2, 2018

Section	Title	Change
Subchapter G, Miscellaneous Provisions §92.128	Wheelchair Self Release Seat Belts	Adds section.

LS-ALF, 17-2, Updates to Definitions and Change of Ownership

Revision Notice 17-2; Effective October 11, 2017

Changes are as follows:

Section	Title	Change
Subchapter A, Introduction, §92.2	Definitions	Revises the definition for Change of ownership; Adds Direct ownership interest, Disclosable interest, Indirect ownership interest, and License holder.
Subchapter B, Application Procedures §92.16	Change of Ownership	Clarifies that a license holder is not required to apply for a new license if the ownership structure of the license holder changes but the license holder is the same legal entity, as evidenced by having the same federal taxpayer identification number. Changes in ownership structure must

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Section	Title	Change
		be reported to the Texas Health and Human Services Commission.

LS-ALF, 17-1, ALF Good Standing Alzheimer's Certification and Licensure

Revision Notice 17-1; Effective April 17, 2017

Changes are as follows:

Section	Title	Change
Subchapter B, Application Procedures	Alzheimer's Certification of a Type B Facility for an Initial License Applicant in Good Standing	New §92.22 clarifies that an applicant may request the issuance of an initial license from DADS for a Type B facility and Alzheimer's certification prior to an on-site inspection and explains the procedure.
Subchapter C, Standards for Licensure	Certification of a Facility or Unit for Persons with Alzheimer's Disease and Related Disorders	§92.51 clarifies the certification process and the requirements for a facility for persons with Alzheimer's.
Subchapter H, Enforcement	Administrative Penalties	§92.551 adds new §92.22 to the Administrative Penalty Schedule.

LS-ALF, Contact Us

For questions about the Licensing Standards for Assisted Living Facilities Handbook, email: AlfRules@dads.state.tx.us

For technical or accessibility issues with this handbook, email: handbookfeedback@hhsc.state.tx.us

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON MARCH 21, 2022

Lorri Coody

From: Justin Pruitt <jpruitt@olsonllp.com>
Sent: Wednesday, March 16, 2022 2:37 PM
To: Lorri Coody
Subject: RE: Assisted Living Center - Additional conditions that may be added to the Specific Use Permit.

Lorri,

In granting a Specific Use Permit, the Council follows Se. 14-84.1(d), (e) of the Code, that reads:

> (d)In determining whether a specific use permit shall be granted, the planning and zoning commission and the city council shall consider uses of abutting property and other property in the vicinity, the compatibility of the proposed specific use with abutting and area uses, the character of the neighborhood, accessibility for vehicular and pedestrian traffic and the adequacy of drainage and off-street parking.
>
> (e)In granting a specific use permit, the city council may impose such additional standards, conditions and safeguards as may be deemed necessary and appropriate, and compliance with such conditions shall be a condition precedent to the issuance of a certificate of occupancy.

If the Council were to add to, remove any of, or amend the proposed conditions in the Specific Use Permit at issue, then that would be fine as long as the two provisions above were the framework within which the Council made its decision.

Based on the Council's comments when it last considered this request, the issue of Emergency Services was raised – specifically, if a condition could be placed on the Specific Use Permit to require the applicant to enter into an agreement for ambulance transport services (or similar service). The purpose of the transport service would be to alleviate the burden on the City's Emergency Service Providers in responding to non-emergency calls for assistance at the property.

I think that requiring the applicant to have an agreement for ambulance transport services as a condition of the Specific Use Permit is allowable under the provisions of the Code provided above.

Let me know if I need to provide more clarity.

Thanks,
Justin

Sec. 14-84.1. - Specific use permits.

(a)A specific use permit shall be required before any of the uses described in the respective district regulations as specific uses will be permitted within the applicable district. A specific use permit is an amendment to the district regulations and permits the permanent establishment of a specific use within a zoning district.

(b)A person may file an application for specific use permit in writing with the development officer accompanied by a nonrefundable fee as may be established from time to time by the city council. The application shall include, but not be limited to, the following:

(1)The applicant's name and address;

(2)The legal description and address of the property that is the subject of the application;

(3)A detailed description of the use that is proposed;

(4)The zoning district in which the subject property is located; and

(5)The written consent of the owner or owners of the subject property, if the applicant is not the owner.

(c)An application for specific use permit shall be subject to the same procedures as those provided by section 14-84 for the amendment of zoning district boundaries.

(d)In determining whether a specific use permit shall be granted, the planning and zoning commission and the city council shall consider uses of abutting property and other property in the vicinity, the compatibility of the proposed specific use with abutting and area uses, the character of the neighborhood, accessibility for vehicular and pedestrian traffic and the adequacy of drainage and off-street parking.

(e)In granting a specific use permit, the city council may impose such additional standards, conditions and safeguards as may be deemed necessary and appropriate, and compliance with such conditions shall be a condition precedent to the issuance of a certificate of occupancy.

From: Lorri Coody <lcoody@jerseyvillagetx.com>
Sent: Wednesday, March 16, 2022 9:11 AM
To: Justin Pruitt <jpruitt@olsonllp.com>
Subject: Assisted Living Center - Additional conditions that may be added to the Specific Use Permit.
Importance: High

Justin:

On February 21, 2022, City Council asked for three items to be brought back to them concerning the Assisted Living Center.

1. The particulars of a Type B State License.
2. The projected number of emergency calls for this type of facility based upon the numbers experienced by like facilities in the State and in the surrounding area.
3. Additional conditions that may be added to the Specific Use Permit.

Mark has prepared items one and two above. I need item three.

Can you put together a short memo that with additional conditions that can be added if Council so chooses. We do not plan on amending the attached Ordinance unless City Council reviews your memo and wants to add the conditions. We will add them at that time.

I need this memo as soon as you can get it to me. I had hoped to post the agenda today and distribute the packet.

Thanks Lorri

Lorri Coody, TRMC
City Secretary, City of Jersey Village
16327 Lakeview Drive, Jersey Village, TX 77040
Office (713) 466-2102 / Fax (713) 466-2177
lcoody@jerseyvillagetx.com

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H. 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.

I. RECESS THE REGULAR SESSION

Recess the Regular Session to Convene into Executive Session pursuant to the Texas Open Meetings Act, Government Code Section 551.074 – Personnel Matters.

J. EXECUTIVE SESSION

1. Pursuant to the Texas Open Meetings Act Section 551.074 - Personnel Matters, conduct an Executive Session in order to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Manager and the City Secretary. *City Council*

K. ADJOURN EXECUTIVE SESSION

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