



City of Piney Point Village

7676 WOODWAY DR., SUITE 300
HOUSTON, TX 77063-1523

TELEPHONE (713) 782-0271
FAX (713) 782-0281

THE CITY OF PINEY POINT VILLAGE SPECIAL COUNCIL MEETING AGENDA TUESDAY, MAY 17, 2022 5:30 PM

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE WILL HOLD A SPECIAL MEETING ON TUESDAY, MAY 17, 2022, AT 5:30 P.M. AT CITY HALL, 7676 WOODWAY, SUITE 300, HOUSTON, TEXAS, TO DISCUSS THE AGENDA ITEMS LISTED BELOW.

DECLARATION OF QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

CITIZENS WISHING TO ADDRESS COUNCIL - *At this time, any person with city-related business may speak to the Council. In compliance with the Texas Open Meetings Act, if a member of the public comments or inquiries about a subject that is not specifically identified on the agenda, a member of Council or a Staff Member may only respond by giving a statement of specific factual information or by reciting existing policy. The City Council may not deliberate or vote on the non-agenda matter.*

1. Canvass the 2022 General Council Election. Discuss and take possible action on Resolution No. 2022.05.17 declaring candidates as stated.
2. Swearing in of Council Members.
3. Discuss and take possible action on election of Mayor Pro Tempore.
4. Discuss and take possible action on Wilding Lane Right-of-Way Improvements.
5. Discuss and take possible action on land surveying services and other related drainage improvements for Williamsburg Road.
6. Discuss and take possible action on approving funds and designating contractor for Right-of-Way Repair at 12 Smithdale Estates.
7. Discuss and take possible action on the Accounts Payable approval process.

8. Discuss and take possible action on any future agenda items, meeting dates, etc.
9. EXECUTIVE SESSION: The City Council will adjourn into closed executive session pursuant to Section 551.071 of the Texas Government Code (Consultation with Attorney).
10. Discuss and take possible action on items discussed in Executive Session.
11. Adjourn

CERTIFICATION

I certify that a copy of the May 17, 2022, agenda of items to be considered by the Piney Point Village City Council was posted in a place convenient to the general public in compliance with Chapter 551 of the Texas Government Code on May 13, 2022.

Karen Farris

Karen Farris
City Secretary



In compliance with the Americans with Disabilities Act, the City of Piney Point Village will provide for reasonable accommodations for persons attending City Council meetings. This facility is wheelchair accessible and accessible parking spaces are available. To better serve you, your requests should be received 48 hours prior to the meeting. Please contact Karen Farris, City Secretary, at 713-230-8702. The City Council reserves the right to adjourn into a Closed Executive Session at any time under the Texas Government Code, Section 551.071 to consult with an attorney.

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: May 17, 2022

SUBJECT: Canvass the 2022 General Council Election. Discuss and take possible action on Resolution No. 2022.05.17 declaring candidates as stated.

Agenda Item: 1

RESOLUTION NO. 22.05.17

A RESOLUTION CANVASSING THE RETURNS OF AN ELECTION OF THREE (3) ALDERMEN FOR THE CITY OF PINEY POINT VILLAGE, TEXAS.

WHEREAS, a joint election was held between the City of Piney Point Village, Texas and Spring Branch ISD on May 7, 2022 for the purpose of the electing three (3) Aldermen to the City Council; and

WHEREAS, the City Council has reviewed and investigated all matters pertaining to this election, including the ordering, notices, and returns thereof; and

WHEREAS, the City Council hereby canvasses the returns of this election, at which there was submitted to all residents, qualified electors of the City for this action thereupon, the election of a three (3) Aldermen; and

WHEREAS, from these returns this City Council hereby finds that the following votes were cast in the election by voters who were resident, qualified electors of the City; and

WHEREAS, each of the candidates in said election received the following votes:

<u>Candidate</u>	<u>Number of Votes</u>
Mayor Mark Kobelan	572 (unofficial)
Position 3 Joel A. Bender	553 (unofficial)
Position 4 Henry Kollenberg	287 (unofficial)
Aliza Dutt	361 (unofficial)

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PINEY PONT VILLAGE THAT:

SECTION 1. The City Council officially finds, determines, and declares that the election was duly and properly ordered, the election was duly and legally held, that all resident, qualified electors of the City were permitted to vote at the election, and due returns of the results of the election had been made and delivered, and that the City of Piney Point Village has duly canvassed such returns, all in accordance with the laws of the state of Texas and

of the United States of America. The following persons are therefore elected to the City of Piney Point City Council:

Mark Kobelan — Mayor

Joel A. Bender — Council Member Position 3

Aliza Dutt — Council Member Position 4

PASSED AND APPROVED THIS 17TH DAY OF MAY, 2022.

Mark Kobelan
Mayor

Attest:

Karen Farris
City Secretary

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: May 17, 2022

SUBJECT: Swearing in of Council Members.

Agenda Item: 2

Form #2204 Rev 9/2017

This space reserved for office use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Mark Kobelan, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of Mayor, for the City of Piney Point Village of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Mark Kobelan

Certification of Person Authorized to Administer Oath

State of Texas

County of Harris

Sworn to and subscribed before me on this 17th day of May, 2022.

Karen Farris, City Secretary
City of Piney Point Village

Form #2201 Rev. 05/2020

Submit to:

SECRETARY OF STATE

Government Filings

Section P O Box 12887

Austin, TX 78711-2887

512-463-6334

512-463-5569 - Fax

Filing Fee: None



STATEMENT OF OFFICER

Statement

I, Mark Kobelan, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Mayor

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: May 17, 2022

Mark Kobelan



In the name and by the authority of

The State of Texas

THIS IS TO CERTIFY, that at a general election held on

May 7, 2022

MARK KOBELAN

was duly elected

Mayor
City of Piney Point Village

In testimony whereof, I have hereunto signed my name and caused the Seal of the City of Piney Point Village to be affixed this the 17th day of May, 2022.

Karen Farris
City Secretary

Form #2204 Rev 9/2017

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FAX 512-463-5569
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Joel A. Bender, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of Alderman/Council Member Position 3 for the City of Piney Point Village of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Joel A. Bender

Certification of Person Authorized to Administer Oath

State of Texas

County of Harris

Sworn to and subscribed before me on this 17th day of May, 2022.

Karen Farris, City Secretary
City of Piney Point Village

Form #2201 Rev. 05/2020

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512-463-6334
512-463-5569 - Fax
Filing Fee: None



STATEMENT OF OFFICER

Statement

I, Joel A. Bender, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Alderman/Council Member Position No. 3

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: May 17, 2022

Joel A. Bender



In the name and by the authority of

The State of Texas

THIS IS TO CERTIFY, that at a general election held on

May 7, 2022

JOEL A. BENDER

was duly elected

ALDERMAN

Position 3

City of Piney Point Village

In testimony whereof, I have hereunto signed my name and caused the Seal of the City of Piney Point Village to be affixed this the 17th day of May, 2022.

Karen Farris
City Secretary

Form #2204 Rev 9/2017

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P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Aliza Fan Dutt, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of Alderman/Council Member Position 4 for the City of Piney Point Village of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Aliza Fan Dutt

Certification of Person Authorized to Administer Oath

State of Texas

County of Harris

Sworn to and subscribed before me on this 17th day of May, 2022.

Karen Farris, City Secretary
City of Piney Point Village

Form #2201 Rev. 05/2020

Submit to:

SECRETARY OF STATE

Government Filings

Section P O Box 12887

Austin, TX 78711-2887

512-463-6334

512-463-5569 - Fax

Filing Fee: None



STATEMENT OF OFFICER

Statement

I, Aliza Fan Dutt, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Alderman/Council Member Position No. 4

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: May 17, 2022

Aliza Fan Dutt



In the name and by the authority of

The State of Texas

THIS IS TO CERTIFY, that at a general election held on

May 7, 2022

ALIZA FAN DUTT

was duly elected

ALDERMAN

Position 4

City of Piney Point Village

In testimony whereof, I have hereunto signed my name and caused the Seal of the City of Piney Point Village to be affixed this the 17th day of May, 2022.

Karen Farris
City Secretary

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: May 17, 2022

SUBJECT: Discuss and take possible action on election of Mayor Pro Tempore.

Agenda Item: 3

TO: The Honorable Mayor and Members of the City Council

FROM: Bobby Pennington

MEETING DATE: May 17, 2022

SUBJECT: Discuss and take possible action on Wilding Lane Right-of-Way Improvements.

Agenda Item: 4

HDR is working with the original contractor RAC to finalize the punch list items on the Wilding Lane improvements. RAC is beyond their contracted timeframe to complete the project, however in efforts to efficiently close the project, HDR is providing the weekend as the final opportunity for the original contractor to complete the punch items. In the meantime, HDR met with alternate contractors who are capable in completing the outstanding items. If the original contractor is unable to perform, then HDR will recommend T-Construction, LLC to complete the job. This includes a proposal to grade and sod the right-of-way.

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: May 17, 2022

SUBJECT: Discuss and take possible action on land surveying services and other related drainage improvements for Williamsburg Road.

Agenda Item: 5



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PROPOSAL FOR LAND SURVEYING SERVICES

May 5, 2022

HDR Engineering Company
4828 Loop Central Drive, Suite 800
Houston, TX 77081

Attn: Aaron Croley, P.E., CFM

Ref: Request for Proposal Topography of Williamsburg Road.

Dear Mr. Croley:

MBCO Engineering, LLC. (MBCO) is pleased to submit this proposal for professional surveying services for the scope provided by HDR for the site shown in Exhibit "A" below.

SCOPE OF SERVICES:

- MBCO will establish control based on Piney Point Village Control Reference Monuments and having datums consisting of NAVD88 (2001 Adjustment) and Texas Coordinate System of 1983, South Central Zone No. 4204.
- MBCO will collect topographic field data which meets the standards described in the TSPS Manual of Practice for Land Surveying in the State of Texas for a Category 6, Condition II Topographic Survey of approximately 820 linear feet of roadway on Williamsburg and 315 linear feet of Piney Point Road from the right-of-way to the first lane line.
- MBCO will research underground utilities by utilizing 811 utility locate requests and City of Piney Point Village maps through Memorial Village Water Authority.
- MBCO will survey the location and size of trees affecting the project corridor.
- MBCO will identify all crossing storm and sanitary sewer pipes, locate all manholes and inlets, and provide inverts.
- MBCO will locate all water valves and provide top of nut elevations within the project site, or the closest one to the site.
- MBCO will provide a full topographic survey from right-of-way to right-of-way (ROW) at 100' cross sections as well as collecting all features along the route.
- MBCO will search for and locate apparent ROW corners within the project corridor. Boundary/ROW surveys are not included within this scope.
- This proposal is for field data collection only, no drafting is provided under this proposal.



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DELIVERABLES:

- 2022 AutoCAD Civil3D .dwg file of processed field work and line work
- Point File (P, N, E, Z, D) in excel format.
- Field Book notes from Survey Crew

SCHEDULE:

MBCO will complete the above-described tasks within twenty-one (21) calendar days from receipt of the signed Notice to Proceed.

COMPENSATION:

The cost for the above-described professional services shall be a Lump Sum fee and billed at the completion of the project.

Total Fee of all Tasks: (**\$5,980.00**)

This cost proposal is valid for 30 days and may be re-evaluated after such time to account for any changes with the project scope, environmental factors and/or the general rate schedule. If this proposal is acceptable, please sign and return a copy. If you have any questions, you may reach me at Marion.Clark@mbcoengineering.com.

Thank you for the opportunity and we appreciate doing business with you.

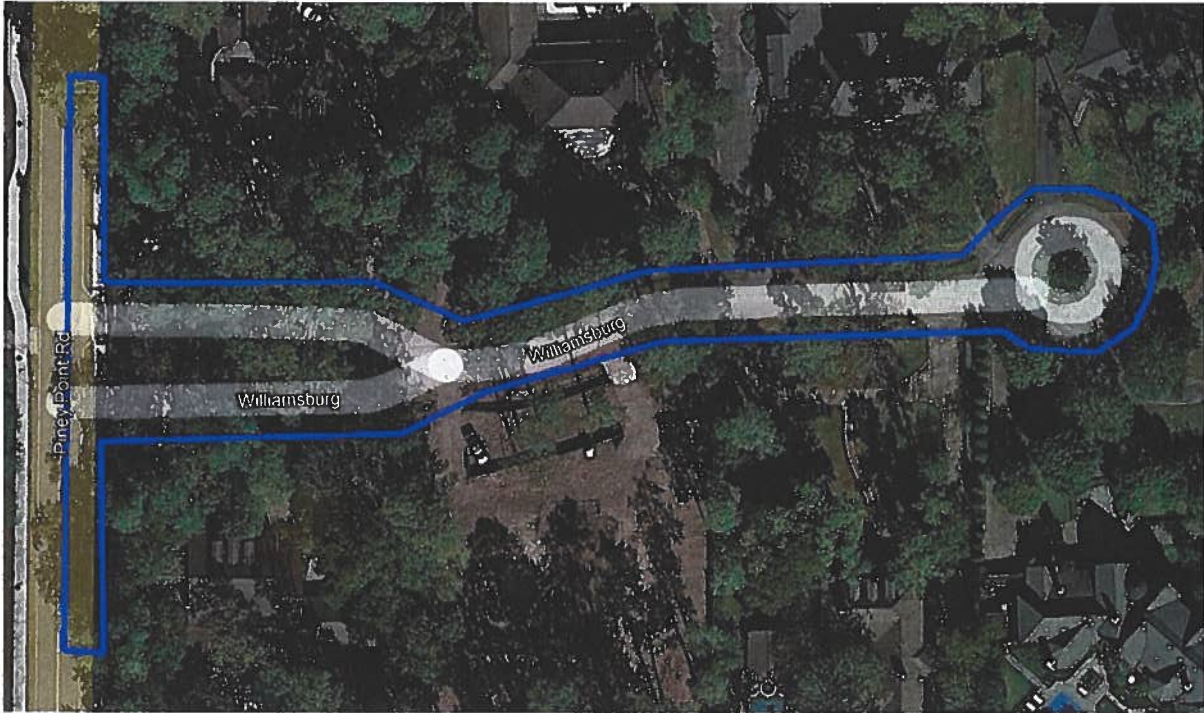
Sincerely,

A handwritten signature in black ink that reads 'Marion R. Clark'.

Marion R. Clark, RPLS

Vice President of Survey

EXHIBIT "A"





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GENERAL TERMS AND CONDITIONS

1. **Access To Site** - Unless otherwise stated, MBCO will have access to the site for activities necessary for the performance of the services. MBCO will take all commercially reasonable precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

2. **Ownership Of Documents** - Client acknowledges that all original papers, documents, maps, surveys, digital data and other work product and copies thereof, whether produced by MBCO (collectively, the "MBCO IP") shall remain the property of MBCO, except documents which are to be filed with public agencies. MBCO grants to Client a non-exclusive license to use the MBCO IP solely for the business relationship between MBCO and Client. Client further acknowledges that Client's right to utilize the MBCO IP pursuant to this agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.

3. **Copyright** - The parties agree that all protections of the United States and Texas copyright laws shall be applicable to the MBCO IP to the benefit of MBCO, including common law and statutory law, whether or not any copyright for such work product actually is registered, and without regard to whether or not such copyright actually applies to such work product.

4. **Invoices** - Invoices for fees and all other charges will be submitted monthly for all services rendered as the work progresses, and the net amount shall be due and payable as of the date of the invoice (the "Due Date") at MBCO's office in Houston, Harris County, Texas. Any sums not paid by the Due Date shall bear interest at the highest rate allowed by law (measured on a per diem basis) until paid in full. In the event Client pays by check and such check is returned for non-sufficient funds, Client shall be liable for all costs and expenses related therefrom incurred by MBCO. In addition to the foregoing, in the event MBCO engages legal counsel to collect any sums due and owing by Client, Client shall be liable for all reasonable attorney's fees and all other costs and expenses incurred by MBCO in relation to such collection efforts.

5. **Default** - Should Client (i) fail to perform, observe or keep any of its obligations under this Agreement, any agreed upon proposal(s) or any other document or instrument entered into by and between the Client and MBCO; (ii) fail to pay when due the full amount of any sums owed to MBCO; (iii) become insolvent, have a petition in bankruptcy filed by or against it prior to full payment to MBCO or (iv) violate any of the terms of this Agreement, any agreed upon proposal(s) or any other document or instrument entered into by and between the Client and MBCO, MBCO may at its option do any one or more of the following: (i) terminate this Agreement and retain all sums paid to MBCO, not as a penalty, but as the agreed upon liquidated damages for such default; (ii) declare all unpaid amounts owed immediately due and payable without further notice or demand and will thereafter bear interest at the highest rate allowed by law (measured on a per diem basis) until paid; and/or (iii) pursue any other remedies available at law or equity. Client hereby expressly agrees that Client shall be responsible for all costs incurred or sums advanced (including, without limitation, reasonable attorney's fees and associated costs) in relation to any remedy utilized.

6. **Client's obligation to pay** - Client's obligation to pay is solely that of Client, and the acts or omissions of any third party shall not affect that obligation. All sums due and not received by the Due Date shall be construed as past due. To cover the costs of collection, all past-due amounts will bear interest at one and one half percent (1.5%) or the highest rate allowed by law (measured on a per diem basis) or until paid in full. The Client shall pay any attorney's fees or court costs incurred in collecting any past-due amount. In the event that Client fails to pay MBCO within thirty (30) days after invoices are rendered, then Client agrees that MBCO shall have the right to stop or suspend work and consider the non-payment as grounds for a total breach of this Agreement.

7. **Termination Of Services** - This Agreement may be terminated by either party upon five (5) days' written notice, by mutual consent or in the event of persistent failures of performance of material terms and conditions of this Agreement by the other party through no fault of the terminating party. MBCO shall then be paid for the services completed up to the time of the termination date based upon the attached Rate Schedule.

8. **Dispute Resolution** - Claims or disputes in connection with the services provided under this agreement between Client and MBCO shall be submitted to non-binding mediation. Client and MBCO agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

9. **Governing Law** - This Agreement shall be construed and enforced in accordance with the laws of Texas.

10. **Indemnification** - EACH PARTY (THE "INDEMNIFYING PARTY") HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, WHICH SHALL INCLUDE, WITHOUT LIMITATION, SUCH PARTY'S OWNERS, OFFICERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AGENTS AND AFFILIATES (THE "INDEMNIFIED PARTY") FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITIES, COSTS, EXPENSES, AND/OR DAMAGES TO PERSON OR PROPERTY ASSERTED AGAINST, IMPOSED UPON OR INCURRED BY THE INDEMNIFIED PARTY TO THE EXTENT ARISING FROM, IN CONNECTION WITH OR ON ACCOUNT OF ANY ACT OR OMISSION OF THE INDEMNIFYING PARTY IN RELATION TO THE PERFORMANCE OR LACK OF PERFORMANCE OF THE INDEMNIFYING PARTY OR ANY PARTY UNDER THE INDEMNIFYING PARTY'S REASONABLE CONTROL. THE INDEMNIFYING PARTY FURTHER AGREES TO PAY THE INDEMNIFIED PARTY'S COURT COSTS, REASONABLE ATTORNEYS' FEES INCURRED AND ALL OTHER ASSOCIATED COSTS ARISING FROM ANY SUCH CLAIMS, INCLUDING, BUT NOT LIMITED TO, ALL COSTS INCURRED IN ESTABLISHING THE APPLICABILITY OF THIS PARAGRAPH. THIS INDEMNITY SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DEMAND, ACTION, LIABILITY, COST, EXPENSE, OR DAMAGE IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THE AGREEMENT.



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11. **Limitation Of Liability** - Client acknowledges and agrees that under no circumstances shall MBCO be liable in any manner for delay or deficiency in any performance on any matter caused in whole or in part by acts or omissions of third parties, delays, failures to perform, or any delays due to fire, flood, water, the elements, labor disputes, shortages of labor or materials, explosions, civil disturbances, governmental actions, unavailability of transportation, or any other cause beyond MBCO's reasonable control. BECAUSE IT IS EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY RESULT FROM ANY FAILURE ON THE PART OF MBCO TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER AND BECAUSE CLIENT DOES NOT DESIRE THE AGREEMENT OR THESE TERMS AND CONDITIONS TO PROVIDE FOR FULL LIABILITY OF MBCO, CLIENT AGREES THAT MBCO SHALL BE EXEMPT FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE AND/OR INJURY DUE TO A FAILURE OF THE WORK AND/OR MATERIALS IN ANY RESPECT THAT IS NOT WITHIN THE REASONABLE CONTROL OF MBCO. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT MBCO SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THE WORK, THE MATERIALS OR ANY MATTER RELATED THERETO. IN ANY EVENT MBCO IS FOUND LIABLE FOR LOSS, DAMAGE, AND/OR INJURY DUE TO A FAILURE OF THE SERVICES IN ANY RESPECT, MBCO'S LIABILITY SHALL BE NO GREATER THAN A SUM EQUAL TO THE AMOUNT PAID BY CLIENT TO MBCO, AS THE AGREED UPON DAMAGES, NOT AS A PENALTY, BUT AS THE EXCLUSIVE REMEDY, AND THAT THE PROVISIONS OF THIS SECTION SHALL APPLY REGARDLESS OF WHETHER SUCH DAMAGE, INJURY AND/OR LOSS WAS DUE DIRECTLY OR INDIRECTLY FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF MBCO OR ANY PARTY UNDER ITS REASONABLE CONTROL OR ARISING OUT OF STRICT LIABILITY IN TORT, BREACH OF CONTRACT, BREACH OF WARRANTY OR OTHERWISE. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT THE INCLUSION OF THIS PARAGRAPH WAS A MATERIAL CONSIDERATION FOR MBCO TO ENTER INTO THE AGREEMENT.

12. **No Warranties** - AS TO THE SERVICES PROVIDED, MBCO SHALL USE ALL COMMERCIALY REASONABLE EFFORTS TO ENSURE THE SERVICES ARE SUBSTANTIALLY CORRECT. HOWEVER, MBCO MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF QUALITY AND/OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. MBCO DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND CLIENT MAY NOT RELY ON ANY STATEMENT OF WARRANTY. CLIENT HEREBY EXPRESSLY ACKNOWLEDGES THAT CLIENT IS NOT RELYING ON THE STATEMENTS, REPRESENTATIONS OR ACTIONS OF ANY EMPLOYEE, REPRESENTATIVE, AGENT OR CONTRACTOR OF MBCO IN ANY WAY. THIS SECTION SHALL SURVIVE THE COMPLETION, EXPIRATION OR TERMINATION OF THIS AGREEMENT.

13. **Authority** - Client affirmatively represents and states that he/she is authorized to enter into this Agreement, either as the owner or an officer of (Company Name), or as Company's duly authorized agent, trustee, or receiver for the purpose of entering into this Agreement.

14. **Professional Services** - All surveying services are regulated under the Texas Board of Professional Engineers and Land Surveyors. The Board can be contacted at 1917 S. Interstate 35, Austin, Texas 78741.

15. **Use of Work Product** - MBCO acknowledges that Client is requesting services to be performed under the applicable agreed upon proposal(s) for the purpose of providing such information to other parties including, but not limited to, clients, customers, governmental entities and other interested parties. Client agrees that the work product prepared by MBCO may not be altered in any way except for the addition of page numbers or exhibit captions necessary to incorporate that work product into other documents. MBCO agrees to provide copies of the work product mutually agreed upon by both parties described in the proposal hereof.

16. **No Accord and Satisfaction** - The parties hereto expressly agree that no payment made by Client or on behalf of Client of a lesser amount than the required amount shall be deemed an accord and satisfaction, regardless of any statement on any check or accompanying letter to the contrary, and MBCO is hereby authorized to accept such payment(s) without prejudice to its rights to recover any balance due

17. **Entire Agreement; Amendments and Waivers; Successors and Assigns** - The Agreement (and the proposal to which this is attached) constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. The failure of either Party to this Agreement to enforce any of its terms, provisions or covenants shall not be construed as a waiver of the same or of the right of such Party to enforce the same. Waiver by either Party hereto of any breach or default by any other Party of any term or provision of this Agreement shall not operate as a waiver of any other breach or default. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. Notwithstanding the foregoing, the Client may not assign any part of this Agreement without the express written consent of MBCO.

18. **Severability; Survival** - Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision (or any section of any provision) of this Agreement is held to be prohibited by or invalid under applicable law, such provision (or any section of any provision) shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The parties expressly agree that the indemnities, covenants and agreements contained in this Agreement shall survive the completion, expiration or termination of this Agreement.



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19. **Contract Negotiation** - Client shall bear all MBCO's costs and expenses (including legal costs) in the event Client wishes to negotiate any proposal(s), this Agreement or any other document or instrument entered into by and between the Client and MBCO, or any part thereof.

20. **Conflicting Terms** - In the event of any conflict between the terms and conditions set forth in this Agreement and any other terms and conditions set forth in any proposal(s) or any other document or instrument entered into by and between the Client and MBCO, the terms and conditions set forth in this Agreement shall control for all intent and purposes.

MBCO Engineering, LLC (MBCO)

HDR Engineering

Signature _____

Signature _____

Date _____

Date _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Karen Farris

From: Moore, Joseph <Joseph.Moore@hdrinc.com>
Sent: Thursday, May 12, 2022 5:06 PM
To: Cityadmin
Cc: Karen Farris; Croley, Aaron
Subject: Council Agenda Item
Attachments: Williamsburg Proposal.pdf

Bobby,

Per our phone conversation today, attached is the proposal to survey Williamsburg. Council requested last night that this be included on the agenda for May 17th.

Please let me know if you have any questions.

Thanks,

Joe Moore, P.E., CFM
Project Manager

HDR
4828 Loop Central Drive, Suite 800
Houston, TX 77081
P 713.622.9264 D 713.576.3660
joseph.moore@hdrinc.com

hdrinc.com/follow-us

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: May 17, 2022

SUBJECT: Discuss and take possible action on approving funds and designating contractor for Right-of-Way Repair at 12 Smithdale Estates.

Agenda Item: 6

Summary of Quotes
12 Smithdale Estates Yard Grading
5/13/2022

Contractor	Quote Amount
Hogue Landscape Services (Mr. Nally's landscaper)	\$ 9,970.18
T Construction, LLC.	\$ 10,589.50
Carol Bright Landscaping	cannot start until 3rd week of June

Mr. & Mrs. Rob Nalley
 #12 Smithdale Estates Dr.
 Houston, TX 77024-6600



Site Work & Planting Specifications

SITE WORK & PLANTING SPECS	Sub Total	Tax	Totals
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1.	Front yard - Strip only 12' back from curb all grass from storm : s side to west driveway and regrade and resod 12' area and feather in to existing grass	\$ 9,210.33	\$759.85	\$ 9,970.18
18	CY Turf Excavation (4")			
1440	SF Grading			
4	PALLET Palmetto St. Augustine			
9	CY Turf Mix Premium (2")			
5	CY Leaf Mold Compost (1")			
3	40 lb bag Microlife Humate Plus 0-0-4			
1	Day Sod Cutter			
2	- Debris Disposal - Per 10 CY			
2	- Bulk Material Delivery			
	- Clean Up / Travel			
	- Labor			
	- Supervision			

Total : \$ 9,970.18

General Construction Notes

- No warranty on Transplanted plant material. 30 Day warranty on new plant material (excluding seasonal color and lawn).
- Hogue Landscape Services highly recommends all installation projects are professionally maintained upon completion. Installed gardens take over a year to mature and fully root; having a qualified professional maintain the garden is paramount to help the new material thrive and protect your investment. Hogue Landscape Services is not responsible for the property, materials, or systems after the initial 30 day warranty without a signed maintenance contract with the company in place, and cannot guarantee proper care, correct placement, or appropriate irrigation cycles if not consistently maintaining the property.
- Certain trees, such as Magnolias and Oaks, can be extremely sensitive to having their root systems disturbed. Hogue Landscape Services will exercise care when planting around these trees, however there is no guarantee should they suffer or die.
- There is always some risk to existing plant material in any construction project. Hogue Landscape Services follows standard, accepted landscape and horticultural practices but there is a chance that existing plant material will be impacted and in some cases even die. Hogue Landscape Services is not responsible for any damages or losses to existing plant material.
- Grass is prone to seasonal, environmental and climatic fluctuations beyond our control. As a result, grass is not covered under the Hogue Landscape Services warranty. St. Augustine Grass is especially susceptible to insects and disease during the summer months. Hogue Landscape Services is not responsible for any insect or disease issues on new turf installation. Additional lawn treatments by a licensed applicator are highly recommended.
- Hogue Landscape Services is not responsible for any damages to buried internet, ethernet, fiber optic, or telephone lines. Our employees and subcontractors will use best practices to avoid striking these lines, but they are often unprotected in the top 2-3" of soil and unmarked.
- Hogue Landscape Services is not responsible for any damages to underground utilities not marked by the UCC. In the event that underground utilities are damaged, Hogue Landscape Services will get them repaired as quickly as possible and the cost of repair will be passed on to the client without markup by Hogue Landscape Services.

GENERAL CONDITIONS

- Balance Due Upon Completion
- Any Amounts Paid by Credit Card are Subject to an additional 3.5% Convenience Fee
- To accept this proposal, please sign and return one copy to our office along with the requested deposit. Your signature on this proposal will authorize Hogue Landscape Services to complete work as outlined above.

\$9,970.18

Matthew Hogue

4/1/2022

Submitted by: Hogue Landscape Services, Representative

Date

Accepted by: Mr. or Mrs. Nalley or Representative

Date

2300 Central Parkway, Suite H, | Houston TX, 77092 | Phone: 713.360-6924 | www.HogueLS.com

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T CONSTRUCTION, L.L.C.

12605 McNair St * Houston, Texas 77015 * Ph. 832-582-8420 * Fx. 832-582-8421

May 7, 2022

City of Piney Point
Attention: Joe Moore, P.E., CFM
HDR
4828 Loop Central Drive, Suite 800
Houston, TX 77081

RE: City of Piney Point – 12 Smithdale Estates Dr – Curb Backfill & Regrading

Mr. Moore,

T Construction, LLC is providing a proposal for performing "Re Establishment & Regrading Behind Curb" Below is the estimate cost; please review for your approval.

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED
1	211' x 10' Re Establishment and Grading Behind Curb. This includes Mobilization, Traffic Control, Machinery & Equipment, Survey to Re Establish Slope & Grade, Removal of Existing Sod, Installation and Placement of Top Soil Up To 6", and Installation of Sod to Match Existing Grass.	LS	1	\$10,589.00	\$10,589.50
	Total				\$10,589.50

This price includes Mobilization, Labor, Equipment, Material, and Supervision.

T Construction, LLC proposes to complete this work within 15 days. If you have any questions, please don't hesitate to contact me.

Sincerely,

Brandon Flores
Project Manager
T Construction, LLC
Phone: (832)582-8420
Fax: (832)582-8421
Email: bflores@tconstructionllc.com

Accepted By: _____ Date _____ Title: _____

Cc; Juan Ramon Torres – President
Cc; Leydy Ojeda – Assistant Contract Coordinator

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: May 17, 2022

SUBJECT: Discuss and take possible action on the Accounts Payable approval process.

Agenda Item: 7

City of Piney Point Village
Accounts Payable Procedures
May 2021

1. Staff reviews invoices for validity and accuracy and codes invoices for proper general ledger account.
 - a. City Administrator or his designee will initial that # 1 has been completed before sending to the Accounts Payable "approvers".
 - b. Staff will enter invoices into the general ledger on a timely basis and will use accrual basis accounting when practical to provide consistent month to month financial comparisons.
 - c. City Administrator or his designee (in his absence) will approve all Accounts Payable "batches" in Incode.
2. Invoices will be scanned and sent to the Mayor and one other Councilman, as designated, as needed, but normally on once-a-month basis in order to process invoices for timely payment to vendors. Both pre-authorized "ACH's and early due date invoices" and regular invoices due later in the month will be sent for approval.
 - a. Any invoices not approved will be noted on the cover sheet.
 - b. Remaining invoices can be paid, even if some are disallowed.
 - c. A copy of the signed cover sheet will be attached to each paid invoice to show approval.
 - d. The signed cover sheet and scanned invoices copies will be saved as a further backup to show approvals have been obtained.
 - e. Should one of the designated signers be unable to review the invoices in a timely manner, the remaining signer shall approve the invoices (and the checks may issue on that one approval) and the absent signer shall review and approve the invoices as soon as possible thereafter.
3. The City Secretary or designee will process checks after approvals are obtained and run a monthly check register of all payments made.
 - a. A check register to include checks and ACH type payments will be included with the monthly Financial Statements presented to Council at each month's regular meeting.
 - b. City Administrator or his designee (in his absence) will approve all check "batches" in Incode.
 - c. Checks under \$10,000 may be signed by electronic signatures once the invoices have been approved. Electronic signatures will be the same as the regular invoice approvers.
 - d. Checks greater than \$10,000 will be signed manually by the Mayor and one Councilman. However, if the Mayor or the designated Councilmember is unavailable the City Administrator may serve as the second signature once the invoices have been approved.
 - e. The following repetitive vendors whose invoices are typically over \$10,000 are an exception and can be paid with a digital signature: VF Waste, HDR, Olson & Olson, Texas Comptroller, HCAD, and the entities listed in paragraph 7.
4. Invoices will be marked as paid by attaching a copy of the check stub or ACH payment notice.
5. Bank accounts will be reconciled on a monthly basis by a competent outside third party.

Reaffirmed: May 24, 2021

6. The City Administrator will review the general ledger monthly to verify proper and consistent coding of revenues and expenses on an accrual basis.
7. The following invoices are “pre-authorized” to be paid by ACH about the 1st day of each month, and will be presented with the regular end of month payments for formal approval:
 - a. Memorial Village Police Department-General Fund
 - b. Memorial Village Police Department-Auto Replacement
 - c. Village Fire Department
 - d. Caldwell-Office Lease monthly payment
8. The following invoices which have late payment penalties are “pre-authorized” to be paid as “Early Due Dates” and will be formally approved with the regular end of month payments:
 - a. Amegy Credit Card
 - b. GTT-phone and internet service
 - c. Office Depot
 - d. Home Depot
 - e. Xerox
 - f. Pitney Bowes (stamp machine and postage)
 - g. MP2 Energy (street lights)
 - h. Payroll
9. A list of all checks shall be distributed to Council no later than in advance of the Council meeting following the end of the month.