



City of Piney Point Village

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

TELEPHONE (713) 782-0271
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THE CITY OF PINEY POINT VILLAGE REGULAR COUNCIL MEETING MONDAY, FEBRUARY 24, 2020

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE WILL HOLD A REGULAR MEETING ON MONDAY, FEBRUARY 24, 2020 AT 6:30 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 matter*


1. Discuss the status of the Wilding Lane Road and Drainage Project with the residents of Wilding Lane and take possible action
2. Discuss and take possible action on the MVPD monthly report
3. Discuss and take possible action on the VFD monthly report
4. Discuss and take possible action on Ordinance 20.02.24.A and Certification of Unopposed Candidates for the May 2020 General Election
5. St. Francis presentation regarding the upcoming rebuilding of the Parrish Hall and consideration of additional signage
6. Discuss and take possible action on Ordinance 20.02.24.B, an Ordinance amending the Code of Ordinances of the City of Piney Point Village, Texas, Chapter 10, Buildings and Building Regulations, by adopting the 2018 editions of the International Building Code, Residential Code, existing Building Code, Plumbing Code, Mechanical Code, Fuel Gas Code, Energy Conservation Code, and Property Maintenance Code, as published by the International Code Council; and by adopting the 2017

National Electric Code as published by the National Fire Protection Association; providing local amendments to these adopted codes; providing a penalty in an amount not to exceed \$2,000.00 for any violation of any provision of this Ordinance; and making other provisions related to the subject.

7. Discuss and take possible action on Ordinance 20.02.24.C, an ordinance amending the Code of Ordinances of the City of Piney Point Village, Texas, by amending Chapter 30, "Fire Prevention and Protection", by adopting the 2018 edition of the International Fire Code as published by the International Code Council; providing a penalty in an amount not to exceed \$2,000; and making other provisions related to the subject.
8. Discuss and take possible action on Ordinance 20.02.24.D, regarding garage, estate or auction sales.
9. Discuss and take possible action on investment policy
10. Discuss and take possible action on DRC contract renewal
11. Discuss and take possible action on the Mayor's monthly report, including but not limited to:
 - Beautification Project Updates
12. Discuss and take possible action on the City Administrator's monthly report, including but not limited to:
 - January 2020 Financials
 - Council Workshop – March 3rd
13. Discuss and take possible action on Wilding Lane Paving and Drainage Improvements
14. Discuss and take possible action on quotes to repair two storm sewer sink holes
15. Discuss and take possible action on the City Engineer's monthly report
16. Discuss and take possible action on the minutes of the January 27, 2020 Council meeting
17. Discuss and take possible action on any future agenda items, meeting dates, etc.
18. Adjourn

CERTIFICATION


I certify that a copy of the February 24, 2020 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 February 21, 2020.



Roger Nelson
City Administrator

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 713-782-0271. 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: Roger Nelson, City Administrator 

MEETING DATE: February 24, 2020

SUBJECT: Wilding Lane Road and Drainage Project

Agenda Item: 1

This agenda item calls for the City Council to discuss the potential options related to the Wilding Lane Road and Drainage Project

RESULTS OF BALLOTS

Width of Street

18 Feet	6
20 feet - one foot on each side	3
22 feet - two feet on each side	6
20-22 Feet but additional width needs border edge	1

Currently Street is Black Topped

Stay Black Topped	9
Concrete	7

If we vote concrete, we can leave concrete or add color make it look black Topped

Leave Concrete	2
Make it look black topped	10
Abstained	3

If the street is kept the same or expanded, it can happen three ways

18 feet of Black Top	6
18 Feet of Concrete	3
18 Feet of Concrete colored black	7

Addl expanded area can be one of the following

Addl 2 feet of black crushed rock - 1 ft. each side	5
Addl 4 feet of black crushed rock - 2 ft. each side	6
Additional 2 feet of Black Top	1
Additional 4 feet of Black Top	1
Additional 2 feet of Concrete	1
Additional 4 feet of Concrete	1
None of the Above	1

		Do you wish street to be wider - 18 feet now / 20 feet or 22 feet	Black Top or Concrete	If Concrete - Regular color or Color as Black Top	If street is kept at ft 18 feet Black Top 18 Feet Concrete 18 ft. black concrete	Expanded area Options- 1 ft. each side or 2 ft. each side 2 ft. black crushed rock 4 feet black crushed rock 2 feet Black Top 4 feet Black Top 2 feet Concrete 4 feet Concrete
NASH ZEBULUN & HARRIET B	11200 WILDING LN					
KHAN MASRUR JAVED & ATTIYA SHAHEEN	11201 WILDING LN	22ft - 2 ft. on each side	Concrete	Regular Concrete	18 ft. concrete	Additional 4 feet of concrete
CURRENT OWNER	11202 WILDING LN					
DIETLER HAROLD A JR & MARY	11203 WILDING LN	22ft - 2 ft. on each side	Concrete	Color as Black Top	18 ft. black concrete	Additional 4 feet of black crushed rock
CURRENT OWNER-JACK & ALLISON JENSON	11204 WILDING LN	18 feet current	Black Top	Color as Black Top	18 ft. black top	Additional 2 feet of black crushed rock
LAROE JIMMY	11206 WILDING LN	20 ft. - 1 foot on each side	Black Top	Color as Black Top	18 ft. black top	Additional 2 feet of black top
CURRENT OWNER	11207 WILDING LN					
BENDER JOEL A	11207 WILDING LN					
GRAY JAMES D & FRANCEL C	11208 WILDING LN	22ft - 2 ft. on each side	Concrete	Color as Black Top	18 ft. black concrete	Additional 4 feet of black crushed rock
ACHARI ARUP & AMEETA	11209 WILDING LN					
CHONG JOSEPH C & MANN	11210 WILDING LN	20 ft. - 1 foot on each side	Concrete	Regular Concrete	18 ft. concrete	Additional 2 feet of concrete
REEVES JOSEPH A & DIANNE S	11211 WILDING LN	20-22'	Black Concrete		Black Concrete	Any additional width can be black rock but needs border edge
MANDOLA VINCENT & MARY V	11212 WILDING LN	18 ft	Black Top	Color as Black Top	18 ft. black top	Additional 2 feet of black crushed rock
CURRENT OWNER	11213 WILDING LN	22ft - 2 ft. on each side	Concrete	Color as Black Top	18 ft. black concrete	Additional 4 feet of black crushed rock
MANDOLA FAMILY PROPERTIES LLC	11214 WILDING LN	18 ft	Black Top	Abstained	18 ft. black top	Additional 2 feet of black crushed rock
CURRENT OWNER - Philip & Linda Wetz	11215 WILDING LN	20 ft. - 1 foot on each side	Black Top	Color as Black Top	18 ft. concrete	Additional 2 feet of black crushed rock
WEST J ROBERT	11216 WILDING LN					
GUARINO STEPHEN & DEBORAH	11217 WILDING LN	18 feet current	Black Top	Color as Black Top	18 ft. black top	Additional 2 feet of black crushed rock
EASTHAM LYLE A & ANDREA R	11218 WILDING LN	22ft - 2 ft. on each side	Black Top		18 ft. black top	Additional 4 feet of black top
LUTHER PAUL & MELISSA	11219 WILDING LN					
WEST JOHN R	11220 WILDING LN					
OSTERBERG EDWARD C JR	11222 WILDING LN	18 feet current	Concrete	Color as Black Top	18 ft. black concrete	None of the Above
YE CUNYUN	11223 WILDING LN					
KURTZ ROBERT E & LISA D	11224 WILDING LN	22 - two ft. each side	Concrete	Color as Black Top	18 ft. black concrete	Additional 4 feet of black crushed rock
OSTERBERG EDWARD C JR	11226 WILDING LN					
SORKIN FELIX L	11227 WILDING LN	18 feet current	Black Top	Abstain	18 ft. black top	Additional 2 feet of black crushed rock
NOTES:						
Khan - 11201 - We strongly agree to put underground pipe for drainage, not the open dtches we have now. It requires too much maintenance and gets clogged during rain						
Laroe - 11206 - just drove over to dana lane and Lanecrest - maybe keep street present width and trim with 2' black gravel						



Memorial Villages Police Department
11981 Memorial Drive
Houston, Texas 77024
Tel. (713) 365-3701

Raymond Schultz
Chief of Police

February 8, 2020

TO: MVPD Police Commissioners

FROM: R. Schultz, Chief of Police

REF: January Monthly Report

During the month of January MVPD responded/handled a total of 7,824 calls/incidents. 6,112 House watch checks were conducted. 723 traffic stops were initiated with 758 citations being issued for 1,278 violations. (Note: 16 Assists in Hedwig, 225 in Houston, 4 in Spring Valley and 0 in Hillshire)

Calls/Events by Village were:

<u>Village</u>	<u>Calls/YTD</u>	<u>House Watches/YTD</u>	<u>Accidents</u>	<u>Citations</u>	<u>Response Time</u>
Bunker Hill:	3248/3248	2733/2733	5	233	5@3:53
Piney Point:	2166/2166	1690/1690	3	265	5@2:47
Hunters Creek:	2117/2117	1614/1614	11	260	15@3:05 25@3:11

Type and frequency of calls for service/citations include:

<u>Call Type</u>	<u>#</u>	<u>Call Type</u>	<u>#</u>	<u>Citations</u>	<u>#</u>
False Alarms:	180	Ord. Violations:	21	Speeding:	243
Accidents:	19	Info Reports:	39	Exp. Registration:	231
ALPR Hits:	44	Suspicious Situations:	102	No Ins:	119
Assist Fire:	42	Welfare Checks:	10	Equipment	282
Assist EMS:	42			Stop Sign:	36

This month the department generated a total of 107 police reports.

Crimes Against of Persons (1)
 Assault 1

Crimes Against Property (10)
 Burglary of a Vehicle 1
 Theft – Felony 0
 Theft – Misd 3

Forgery/Fraud/ID 6

Petty/Quality of Life Crimes/Events (96)
 ALPR Hits 5
 Poss. of a Controlled Sub/Para. 2
 Warrants 34

Public Intoxication 2
 Misc. Reports 47
 Recovered Stolen Vehicle 6

Arrest Summary: Individuals Arrested (51)

Warrants	34	DWI	1
Class 3 Arrests	14	Felony	2

<u>Budget YTD:</u>	<u>Expense</u>	<u>Budget</u>	<u>%</u>
• Personnel Expense:	258,004	4,815,125	5.4%
• Operating Expense:	113,867	896,837	12.7%
• Total M&O Expenditures:	391,871	5,711,962	6.9%
• Capital Expenses:	25	138,000	0%
• Net Expenses:	391,897	5,849,962	7%

Follow-up on Previous Month Items/Requests from Commission

- Budget Committee held FY21 preliminary budget meeting on February 3rd.
- Prepared annual reports and analysis for Commission of; Complaints, Accidents, Profiling, Pursuit Review and Use of Force.

Personnel Changes/Issues/Updates

- This month we had one applicant who applied with the PD, however after learning that he would be required to participate in a physical assessment he withdrew from the process.
- TCO Stivner is taking on additional duties and is learning NIBRS. In September 2019, all UCR contributing agencies were required to submit crime data using NIBRS criteria. The process is labor intensive, and Ms. Stivner requested the opportunity to learn the new system.

Major/Significant Events

- ALPR System recovered 6 stolen vehicles valued at \$148,200.00 in January, 5 of the vehicles had links to other crimes.
- Unit #174 damaged after driver backed into a pole at the PD causing \$800 in damage. The incident was found to be preventable. Officer reprimanded.
- 1/9/20. A local television station did a story on the ALPR system and a case where the suspects were breaking into homes while families were at funerals. A stolen vehicle and 2 heirloom bowls from the 1700's were recovered.
- 1/8/20 officers observed a suspicious vehicle enter the villages at San Felipe and Memorial. The vehicle eluded officers however, officers located the unoccupied vehicle that contained property from a burglary and a strong-armed robbery (purse snatching) along with the Id of the robbery suspect. HPD responded and took over the investigation.

Status Update on any Major Projects

- Updated the CAPERS RMS system to be NIBRS compliant. All PC's and vehicle MDT's were uploaded with new software.
- Reviewed Buy-Board information of available 2020 police fleet vehicles. Learned that there will be no L.E. Ford Interceptors or Dodge Chargers available in 2020 models.
- Opened RFP Bids for FY20/21 Health, Dental and Life Insurance for MVPD employees, Bunker Hill and Piney Point. Bids came in at a 5% increase for health, others were a pass – thus no change in premium.
- On-Body Camera equipment delivered 1/30/20.

V-LINC new registrations in January: +19

BH – 1142/1250 (+10)

PP – 813/1160 (+4)

HC – 1092/1514 (+5)

Out of Area – 400 (+0)

January 2020 VFD Assists

Calls received directly by MVPD via 911/3700

<u>Priority Events</u>	<u>Average Response Times</u>
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Total – 12	4:18
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Fire – 1	3:11
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EMS – 11	4:25
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By Village

BH Fire – 0	N/A
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BH EMS – 2	5:34
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PP Fire – 0	N/A
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PP EMS – 2	3:30
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HC Fire -1	3:11
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HC EMS -7	4:13
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Combined VFD Events (Priority + Radio)

Total – 57	3:39
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Fire – 31	3:38
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EMS – 26	3:40
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Radio Call Events

Total – 45	3:28
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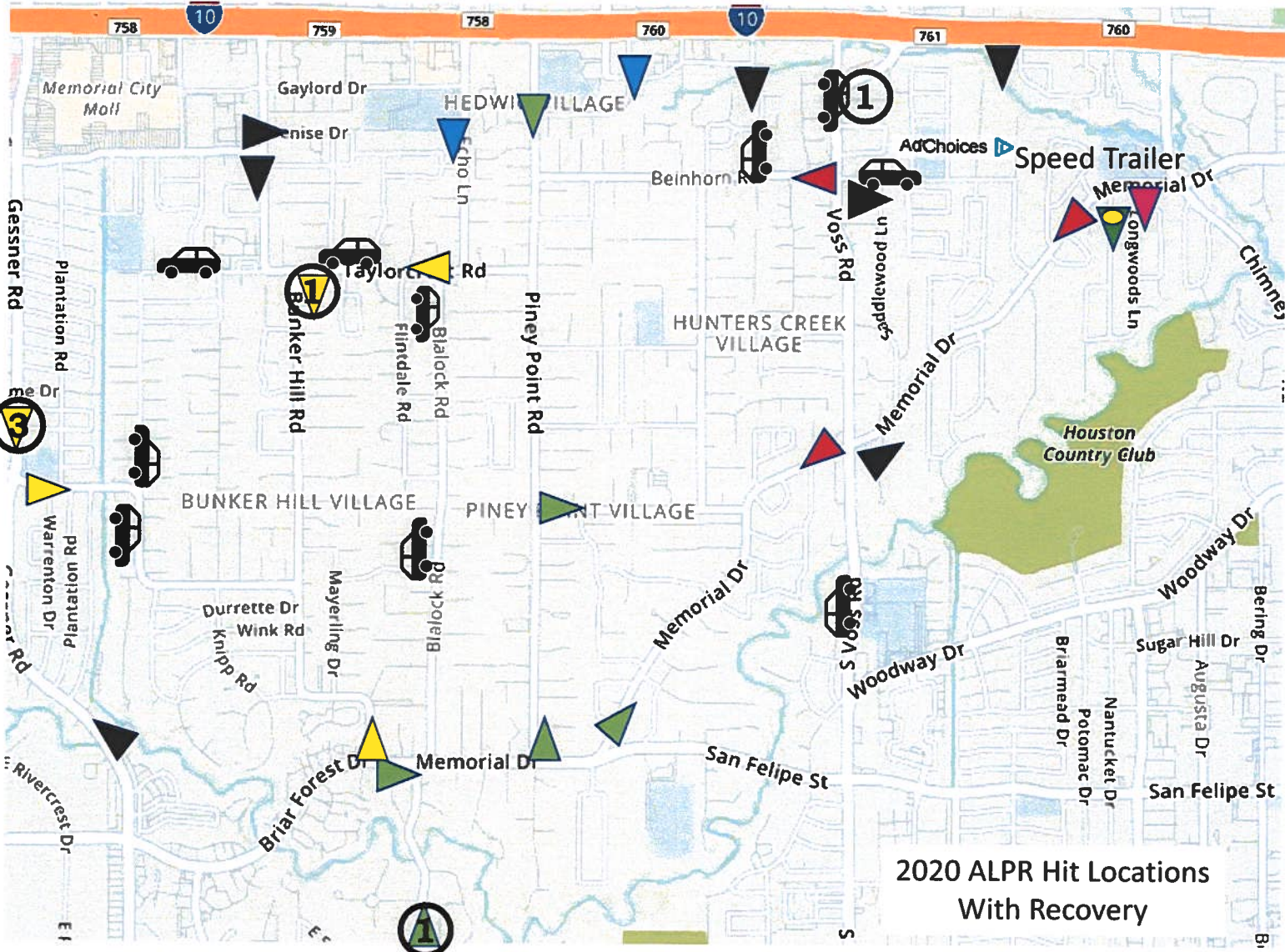
Fire- 30	3:38
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EMS- 15	3:09
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2020 Recruiting and Hiring Metrics

Number of:	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Inquiries Phone/Internet	2											
Inquiries InPerson	0											
Applications Received	1											
Signed up to Test	1											
Showed up to Test	0											
Passed Test	0											
Completed PIQ	0											
Passed BG	0											
Passed Chief's Selection	0											
Offered Employment	0											
Hired	0											

2 inquiries. 1 completed application however withdrew after learning he would be required to take physical assessment. Second inquiry applicant has a pending F5 issue and was told he would not be considered for hire at this time. Posted opening on Texas LE Facebook page this month.









- Hedwig
- Bunker Hill
- Piney Point
- Hunters Creek
- Mobile Locations




- Lindenwood HOA
- Longwoods HOA
- In Process

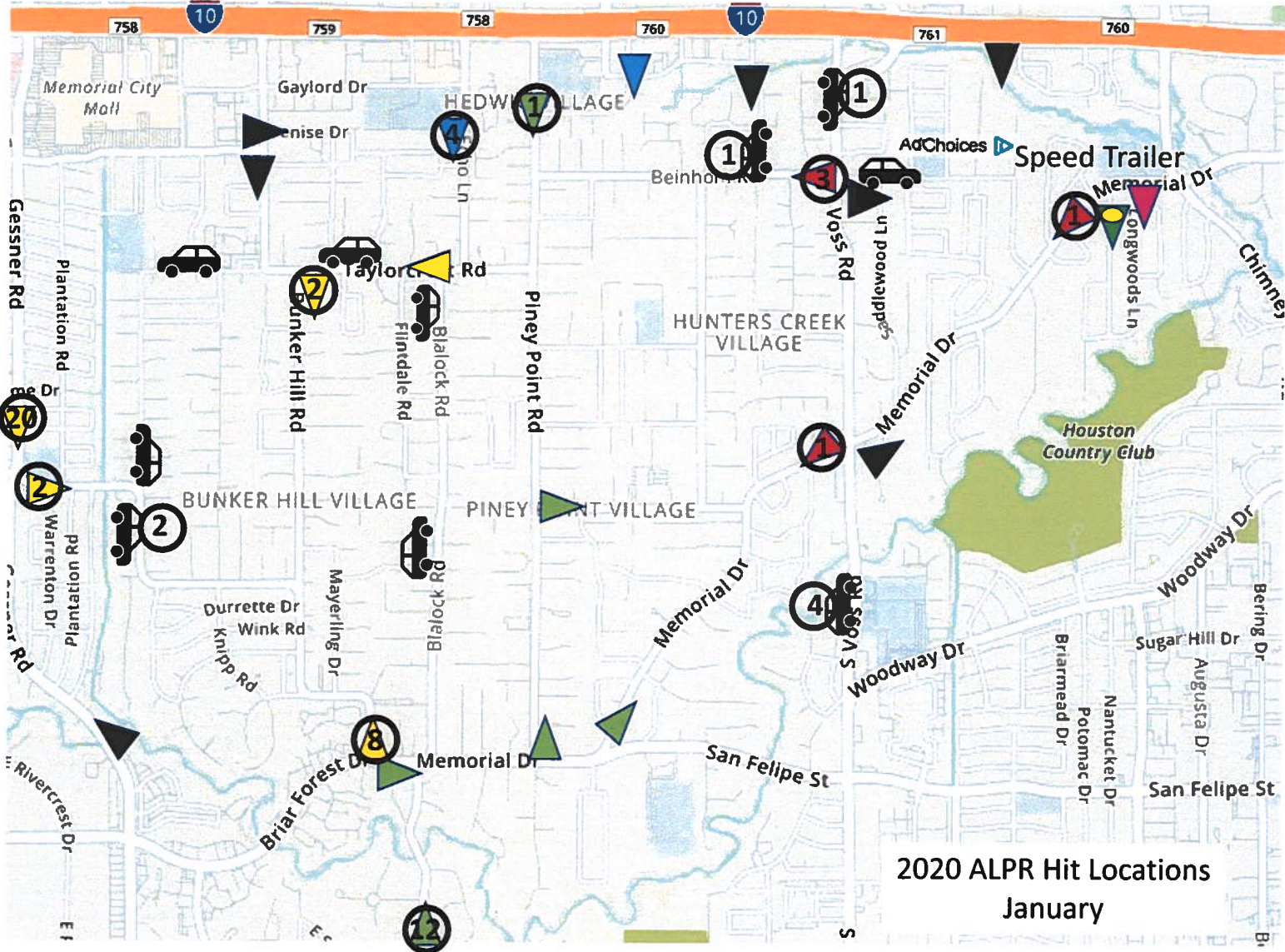
- 1
- 2
- 3
- 4
- 5

2020 ALPR Hit Locations With Recovery


02/01/20

- Hedwig 
- Bunker Hill 
- Piney Point 
- Hunters Creek 
- Mobile Locations  

- Lindenwood HOA 
- Longwoods HOA 
- In Process 



01/31/20

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
A		Total Number of Incidents 2020			Life Threatening (LT) EMS incidents				Life Threatening (LT) Fire Incidents					% of fire type = fire alarm		
		Fire	EMS	Total	# LT EMS	Natl Stand. 6:30	of 90%	Natl. Stand 10:30	of 90%	# LT Fire	Natl Stand. 6:50	of 90%	% of 2019 Calls are:		Fire Alarms	% of Fire Calls
						1st Resp. Time		ALS Resp Time			Response Time		Fire	EMS		
Bunker Hill Village	20	11	31	4	5:34	100%		100%	2	4:22	100%	65%	35%	9	45%	
Hedwig Village	18	29	47	14	3:40	100%	3:40	100%	1	4:38	100%	38%	62%	6	33%	
Hilshire Village	2	0	2			100%		100%	1	6:33	100%	100%	0%	1	50%	
Hunters Creek Village	43	17	60	9	4:13	100%	6:09	100%			100%	72%	28%	12	28%	
Piney Point Village	17	8	25	4	3:30	100%	5:52	100%	2	5:27	100%	68%	32%	6	35%	
Spring Valley Village	17	17	34	5	1:38	100%	4:08	100%	3	2:41	100%	50%	50%	6	35%	
Houston	26	0	26													
Totals	143	82	225	36	3:43	100%	4:57	100%	9	4:44	100%	64%	36%	40	38%	

TO: The Honorable Mayor and Members of the City Council

FROM: Roger Nelson, City Administrator



MEETING DATE: February 24, 2020

SUBJECT: Certification of Unopposed Candidates for the General Election and approval of Ordinance 20.02.24.A cancelling the General Election

Agenda Item: 4

This agenda items calls for Council to discuss and take possible action on the acceptance of the Certification of Unopposed Candidates for the May 2020 General Election and approval of Ordinance 20.02.24.A cancelling the May 2020 General Election.

ORDINANCE 20.02.24.A

AN ORDINANCE DECLARING UNOPPOSED CANDIDATES IN THE MAY 2, 2020 GENERAL ELECTION, ELECTED TO OFFICE; CANCELING THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the general city election was for May 2, 2020 for the purpose of electing members to the City Council; and

WHEREAS, the City Secretary has certified in writing that no person has made a declaration of write-in candidacy, and that each candidate on the ballot is unopposed for election to office; and

WHEREAS, under these circumstances, Subchapter C, Chapter 2, Election Code, authorizes the City Council to declare the candidates elected to office and cancel the election.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE, TEXAS:

SECTION 1. The following candidates, who are unopposed in the May 2, 2020 general City election, are declared elected to office, and shall be issued certificates of election following the time the election would have been canvassed:

<u>Candidate</u>	<u>Office Sought</u>
Mark Kobelan	Mayor
Joel A. Bender	Councilmember, Position 3
Henry Kollenberg	Councilmember, Position 4

SECTION 2. The May 2, 2020 general City election is canceled, and the City Secretary is directed to cause a copy of this ordinance to be posted on Election Day at each polling place used or that would have been used in the election.

SECTION 3. If any portion of the Ordinance is held invalid by a court or competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect.

SECTION 4. This ordinance shall be effective immediately upon adoption.

APPROVED AND ADOPTED by the City Council of the City of Piney Point Village this 24th day of February, 2020.

CITY OF PINEY POINT VILLAGE

Mark Kobelan, Mayor


ATTEST:

Karen Farris, City Secretary

**Certification of Unopposed Candidates
By the City Secretary**

I, Karen Farris, certify that I am the City Secretary of the City of Piney Point Village, Texas and the authority responsible for preparing the ballot for the May 2, 2020 City election. I further certify that no person has made a declaration of write-in candidacy, and all of the following candidates are unopposed:

<u>Candidate</u>	<u>Office Sought</u>
Mark Kobelan	Mayor
Joel Bender	Alderman, Position 3
Henry Kollenberg	Alderman, Position 4




Karen Farris, City Secretary
City of Piney Point Village, Texas

Dated this 19th day February, 2020.

Certificación de Candidatos Sin Oposición por el Secretario de la Ciudad

Yo, Karen Farris, certifico que soy la Secretaria de la Ciudad, de la Ciudad de Piney Point Village, Texas, y la autoridad responsable para preparar la boleta para las elecciones de la Ciudad el 2 de mayo de 2020. Además certifico que ningún individuo ha realizado una declaración de candidatura de agregar su nombre en el espacio en blanco de la boleta o “*write-in*”, y todos los candidatos siguientes se encuentran sin oponentes:

<u>Candidato</u>	
Mark Kobelan	Mayor
Joel Bender	Alderman, Position 3
Henry Kollenberg	Alderman, Position 4



Karen Farris, Secretaria de la Ciudad
Ciudad de Piney Point Village, Texas

Fechada este 19 dia del mes de febrero de 2020.

TO: The Honorable Mayor and Members of the City Council

FROM: Roger Nelson, City Administrator *RN*

MEETING DATE: February 24, 2020

SUBJECT: St. Francis Presentation

Agenda Item: 5

This agenda item calls for the City Council to receive a presentation from St. Francis regarding the proposed rebuilding of the Parrish Hall and the proposed addition of signage for the facility. This is the first step in the process and it is anticipated that the next step for St. Francis will be to take this matter to the Planning and Zoning Commission.

MEMORANDUM

CITY OF PINEY POINT VILLAGE

TO: The Honorable Mayor and Members of the City Council

FROM: Roger Nelson, City Administrator



MEETING DATE: February 24, 2020

SUBJECT: Proposed Amendments to Chapter 10 of the Code of Ordinances

Agenda Item: 6

This agenda item calls for the City Council to consider Ordinance 20.02.24.B which will adopt the 2018 editions of the International Building Code, Residential Code, existing Building Code, Plumbing Code, Mechanical Code, Fuel Gas Code, Energy Conservation Code, and Property Maintenance Code, as published by the International Code Council; and by adopting the 2017 National Electric Code as published by the National Fire Protection Association.

ORDINANCE 20.02.24.B

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF PINEY POINT VILLAGE, TEXAS, CHAPTER 10, BUILDINGS AND BUILDING REGULATIONS, BY ADOPTING THE 2018 EDITIONS OF THE INTERNATIONAL BUILDING CODE, RESIDENTIAL CODE, EXISTING BUILDING CODE, PLUMBING CODE, MECHANICAL CODE, FUEL GAS CODE, ENERGY CONSERVATION CODE, AND PROPERTY MAINTENANCE CODE, AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL; AND BY ADOPTING THE 2017 NATIONAL ELECTRIC CODE AS PUBLISHED BY THE NATIONAL FIRE PROTECTION ASSOCIATION; PROVIDING LOCAL AMENDMENTS TO THESE ADOPTED CODES; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR ANY VIOLATION OF ANY PROVISION OF THIS ORDINANCE; AND MAKING OTHER PROVISIONS RELATED TO THE SUBJECT.

BE IT ORDAINED BY THE CITY COUNCIL OF PINEY POINT VILLAGE, TEXAS:

Section 1. Articles I.-VI. of Chapter 10, Buildings and Building Regulations, of the Code of Ordinances of the City of Piney Point Village, Texas are hereby amended to read as follows:

“ARTICLE I.- IN GENERAL

Sec. 10-1. - Time limitations on building activities.

- (a) It shall be unlawful for any person to cause, permit or perform any construction, renovation, alteration, repair or demolition of any building or structure, or any excavation related thereto (“building activities”), within the city, except between the hours of 7:00 a.m. and 7:00 p.m. on Mondays through Fridays, and between the hours of 8:00 a.m. and 6:00p.m. on Saturdays. All building activities are strictly prohibited on Sundays and Holidays. Holidays shall include Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Years Day.
- (b) The provisions of subsection (a) shall not apply to any construction, renovation, alteration, repair, demolition or related excavation which is conducted by a governmental entity, or for which a city permit is not required.
- (c) The city building official is hereby authorized and directed to issue stop work orders as are necessary to assure compliance with the provisions of this section.
- (d) Any person who shall violate any provision of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined as prescribed in section 1-11.

Sec. 10-2. - Parking of mobile equipment at construction site.

- (a) It shall be unlawful for any person to park or permit or cause to be parked any

vehicle, trailer or mobile equipment used in the construction, alteration, remodeling or destruction of a building or structure, or used to transport persons relating to any such construction, alteration, remodeling or destruction of a building or structure, on any public or private street in the city except along one side of that portion of any such street that lies immediately adjacent to and fronting upon the site where such construction, alteration, remodeling or destruction activity is occurring. It shall be unlawful to park any such vehicle, trailer or mobile equipment on that portion of a street adjacent to and fronting such construction, alteration, remodeling or destruction site if the width of the paved portion of the street at such location is less than 15 feet.

- (b) It shall be unlawful for any person to park or permit or cause to be parked any vehicle, trailer or mobile equipment, used in the construction, alteration, remodeling or destruction of a building or structure, or used to transport persons relating to any such construction, alteration, remodeling or destruction of a building or structure, in a manner that blocks or impairs access over or across any sidewalk.

Sec. 10-3. - Damaging city property; Liability Insurance Required.

- (a) It shall be unlawful for any person to damage a city street or sidewalk, or any city storm sewer or other drainageway, during or incident to the construction, alteration, remodeling or destruction of any building or structure within the city. It shall be a defense to prosecution under this section that the person damaging city property shall have provided for the repair or replacement thereof in kind or by payment to the city of the estimated cost therefor.
- (b) If any person violating any provision hereof shall fail to remedy such violation within 12 hours following written notice to do so by the city building official, the official shall be authorized to issue a stop work order for the construction, alteration, remodeling, or destruction to which such violation is applicable.
- (c) All contractors requiring permits under this Chapter shall file with the city, and maintain for the entire period during which work pursuant to such permit is being performed, commercial general liability insurance in an amount of not less than five hundred thousand dollars (\$500,000.00). If an insurance policy required hereunder expires or is revoked before work for which the permit was issued is complete, the building official shall cancel that permit and issue a stop work order. All such policies of insurance shall be written by a company authorized to do business under the rules of the state board of insurance. Compliance with the above requirement shall be evidenced by the filing of a certificate of insurance with the city secretary. Each certificate shall include an endorsement thereon that the city shall be notified at least ten (10) days prior to the cancellation or expiration of any such certificate.

Sec. 10-4. - Building contractor registration.

- (a) No building permit shall be issued to any person not holding a valid building contractor registration, including any state issued license if required, other than the owner or occupant of a residential dwelling for work relating to such residential dwelling or to accessory buildings or structures upon the premises thereof.
- (b) A building contractor registration may be revoked or suspended by the city upon the committing by a registration of any of the following:

- (1) Fraud or misrepresentation in obtaining registration or permit;
 - (2) Failure to obtain a permit prior to commencement of any work for which a permit is required by ordinance of the city;
 - (3) Violation of any provision of any building, construction, or other applicable code or ordinance of the city governing work for which a building permit has been issued, whether through negligence, malicious or wanton disregard, or other willful conduct, or by reason of incompetence, by a person holding a building contractor registration, or by any person performing work under or pursuant thereto;
 - (4) Defrauding of any person within the city for whom a registered building contractor has rendered or contracted to render a service;
 - (5) Securing a permit for work governed hereby not actually performed or supervised by the registered building contractor, or officer or agent thereof identified in the registration application;
 - (6) Transferring a building contractor registration or building permit to an unauthorized person;
 - (7) Failure to obtain a final inspection upon completion of work for which a permit has been issued;
 - (8) Failure to repair, or make reparations for, damages to public or private properties caused or permitted during or in conjunction with construction activities within the city.
- (c) The suspension or revocation of a builder contractor registration for acts or omissions identified in paragraph (b) above shall be for a period of not less than 90 days nor more than one year for the first occurrence. For any second or subsequent occurrence, the suspension or revocation shall be for a period of not less than one year. Notwithstanding the foregoing, no suspension or revocation shall be imposed by the city until the contractor shall have been given the opportunity for a public hearing before the city council regarding such alleged violation.

Sec. 10-5. - Conflicts.

The codes adopted herein, as amended, the fire code adopted in Chapter 30 of the City Code, as amended, and the city's zoning regulations shall be cumulative. To the extent there may exist any conflict or inconsistency between the terms of the city's zoning ordinance, as amended, and the codes adopted herein or the fire code adopted in Chapter 30 of the City Code, the more restrictive of the two provisions shall prevail and shall be interpreted and enforced according to its own terms. In the event of an irreconcilable conflict with any provision of state law intended to preempt local ordinances, the state law provision shall prevail.

Sec. 10-6. - Penalty for Violation of Chapter.

Any person who shall violate or cause to be violated any provision of this Chapter, including a provision of a code adopted by this Chapter, or who shall fail to comply with any of the requirements of this Chapter or any code adopted by this Chapter, shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished as provided in section 1-11 of the City Code. Each such person shall be deemed guilty of a separate offense for each violation and for each day during which any violation is committed or

continued.

Sec. 10-7. – Enforcement.

The City Council hereby designates the City Administrator to authorize enforcement of this Chapter, including any code adopted by this Chapter, by the City’s building official, code official, or any other qualified designee of the City Administrator. Any reference in this Chapter or a code adopted by this Chapter to the building official, plumbing official, or any other code official shall mean the City’s building official unless otherwise designated by the City Administrator.

Sec. 10-8. – Moving Permit Required.

- (a) *Definitions.* The following words, terms and phrases, when used in this Section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
 - (1) “Building” includes the word “structure.”
 - (2) “Moving” means the transportation in any manner of a building from place to place on, along or across any street within the city.
 - (3) “Street” means any part of any public street, alley, right-of-way, or ground of any kind whatsoever.
- (b) *Restricted; Moving on bridges, culverts.* It shall be unlawful to move any building on, along or across any street within the corporate limits of the city any part of which is more than 18 feet above the surface of the roadway when loaded, more than 30 feet wide horizontally, more than 40 feet in length, or, when loaded, there is a load in excess of 10,000 pounds on any axle of the carrier; however, buildings or parts of buildings not otherwise prohibited from being moved may be moved on Memorial Drive, Piney Point Road, or San Felipe Road if not in excess of 65 feet in length, provided however, the size limitations set forth above shall not apply to buildings being moved for or on behalf of local governmental entities such as school districts, conservation reclamation districts, counties, or municipalities. No loaded carrier carrying any part of a building shall have more than three axles bearing on any bridge or culvert at any one time.
- (c) *Permit Required.* It shall be unlawful to move any building or part of a building on, along or across any street in the city without a permit. The permit shall be posted on the building to be moved on the outside in a conspicuous place easily accessible for inspection. The acceptance by the applicant of the permit shall constitute a binding obligation and contract to perform the things imposed upon the applicant by this division and the agreement specified in this Section.
- (d) *Permit Applications.* Any person desiring such a permit shall make written application therefor to the city engineer, which shall contain the following:
 - (1) The name of the applicant, and his residence and business address. If a partnership or association, the application shall state the names of all partners, their residence addresses and the office address of the partnership or association. If a corporation, the application shall state the names and residence addresses of all officers and directors and the principal office of the corporation.
 - (2) That the applicant thoroughly understands the terms of this division and

agrees to abide thereby and perform all things required of an applicant thereby.

- (3) The application shall be signed by the applicant if an individual, by a partner if a partnership, and by the president if an association or corporation.
- (4) A photograph of the building proposed to be moved shall be attached to and presented by the applicant with the application.
- (5) The applicant shall also have made and attach to and present with the application a plat showing the course in and/or through the city that will be taken in moving the building.
- (6) The application shall also contain the street address or similar specific description of the location of the building proposed to be moved at the time application is made and a similar specific description of the proposed new location.
- (7) The exact date and time during which the building will be on any street of the city.
- (8) The outside dimensions, including any projections of the building or portion thereof the applicant desires to move, the greatest height above the surface of the roadway, when loaded ready to move, of such building or portion that the applicant desires to move, its weight, the weight of the moving apparatus, together with the number and location of its wheels and axles.
- (9) A statement that the applicant agrees to perform all the things required of the applicant by the terms of this division, and to pay the city any and all damages to streets, pavements, curbs, gutters, water lines, fire hydrants, and all other public property occasioned in any manner by the moving of such building, including, but not excluding anything else thereby, all costs and expense of removing or demolishing as the city council in its discretion may deem best, the building or any part thereof left on any part of a street, and to pay the city if such building be removed to any location within the corporate limits, all costs and expense whatsoever caused by any failure of the applicant to cause such building and every part thereof to conform to the ordinances of the city within a reasonable time after being placed on its new location; and in this connection, such cost and expense shall include, but not exclude anything else thereby, all cost and expense of making such building conform to the ordinances of the city, of removing such building from the city or to another location in the city, and/or of demolishing such building, the course of action to be taken in the event of any such failure being in the discretion of the city council. This statement shall also agree to and each permittee is hereby required, at the permittee's expense, within 72 hours after any building is moved from any premises in the city, to:
 - a. Fill in all holes on the premises caused by the permittee's operations; and
 - b. Remove all debris left on the premises that was not present before the permittee's operations began; and that the city shall have the right to cause the same to be done upon the permittee's failure to do so without in any way waiving any of its rights against the permittee's bond, or to enforce the criminal provisions hereof by so

doing; and any such expenses paid by the city shall be recoverable out of the permittee's bond.

- (e) *Bond required.* The applicant for a permit to move a building shall file with the application a surety bond, executed by the applicant and by a good and sufficient corporate surety, or two personal sureties satisfactory to the city secretary, in the sum of \$10,000.00 payable to the city, conditioned that the applicant will comply strictly with the terms of this section, and the agreements required of the applicant in this section and will pay to the city any and all damages, costs and expenses specified in this section and as otherwise required by law or in equity.
- (f) *Authorization by city engineer.* The city engineer shall examine the application and bond, the building to be moved and the moving apparatus and if satisfied that they comply with this division and the other ordinances of the city; that the surety or sureties are good and sufficient; that the route of moving selected is practicable and will cause less damage to property than any other; that no irreparable damage will be done; and that the issuance of a permit will not lead to the violation of any ordinance of the city, then the City Engineer shall authorize the issuance of a permit to the applicant to move the building specified in the application on the route designated in the application upon the payment to the city secretary of a permit fee in the amount of which is on file in the city secretary's office. The permit shall be personal to the applicant and shall not be transferable and shall expire at the expiration of 30 days after the date of issuance. The permit shall show:
 - (1) The name and address of the applicant.
 - (2) The location of the building at the time of the application.
 - (3) The proposed new location if within the city.
 - (4) The exact date and time during which the building will occupy the street.
 - (5) The size and type of construction of the building.
 - (6) The receipt of the permit fee.
 - (7) The date of issuance.
 - (8) A plat of the route of moving.
- (g) *Continuous motion required.* During the entire time that any building being moved occupies any street or portion thereof, it shall be kept continuously in motion toward its destination.
- (h) *Inspector to accompany moving.* The city engineer shall designate an inspector to go with the house or portion thereof being moved, whose salary shall be paid by the applicant, who shall deposit in advance for the payment of such salary the sum which is on file in the city secretary's office. At the conclusion of the moving and when all damages, if any, have been paid for, any unused balance shall be returned to the applicant. It shall be the duty of the inspector to remain with the building or portion thereof being moved at all times while it is being moved, and the inspector shall see that the provisions of this division are complied with by the applicant and shall report to the city engineer all damages to public property caused by the moving of the building or portion thereof.
- (i) *Prohibited acts.* It shall be unlawful for any permittee engaged in moving a building:
 - (1) To cut down any tree, shrub, bush or portion thereof without first having obtained written permission from the owner.

- (2) To disconnect any electric light connection, power connection, gas connection, water connection, sewer connection or telephone connection without the consent of the owner of such connection.
- (3) To remove, tear down or destroy any pole, railing, fence, wire or other property without the consent of the owner thereof.
- (4) To begin or complete the moving of any building onto any property in the city unless the permanent location and installation of such building on such property in all respects complies with the ordinances of the city.

ARTICLE II.- BUILDING STANDARDS

Sec. 10-35. – Numbering Required; designated.

- (a) The owner or occupant of each building in the city, other than accessory buildings, shall place and maintain an official building number in Arabic numerals in a conspicuous place on the premises other than the curb so that it can be clearly seen from the street, public or private, upon which the building fronts. The number must be placed within 20 days after a certificate of occupancy is issued for a new building.
- (b) The building official shall establish and designate the official building number of each building in the city. The owner of each new building shall apply for and obtain an official building number from the building official.

Sec. 10-36. -Construction or alteration of certain buildings without driveways.

- (a) It shall be unlawful for any person to construct, or to make any material structural alteration to, any main building which is located more than 200 feet from the public or private street from which such building is provided access, unless such main building is served with an all-weather surface driveway, designed, constructed and maintained so as to allow immediate access to such main building by medical emergency vehicles, under emergency conditions. No gate or other similar blocking device shall be erected across any such driveway which denies immediate access by emergency medical vehicles in emergency conditions. For the purposes of this section, the term “material structural alteration” shall mean the reconstruction of more than 25 percent of the main building upon any lot, or the construction of an addition to such main building containing square footage which exceeds 25 percent of the floor area of such main building prior to such addition.
- (b) Any person who shall violate any provision of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished as provided in section 1-11

Sec. 10-37. –Codes adopted.

- (a) The International Building Code, 2018 edition, including appendices C, E, F, G and J, as published by the International Code Council, a copy of which is made a part hereof for all purposes, an authentic copy of which has been filed with the city secretary, is hereby adopted and made a part of this Code of Ordinances.
- (b) The International Residential Code, 2018 edition, including appendices A through D, F through K, and O, as published by the International Code Council, a copy of

which is made a part hereof for all purposes, an authentic copy of which has been filed with the city secretary, is hereby adopted and made a part of this Code of Ordinances.

- (c) The International Existing Building Code, 2018 edition, as published by the International Code Council, a copy of which is made a part hereof for all purposes, an authentic copy of which has been filed with the city secretary, is hereby adopted and made a part of this Code of Ordinances.

Sec. 10-38. –Amendments to Adopted Codes.

- (a) The International Building Code is amended as follows:
 - (1) Section 101.1 is amended by inserting “Piney Point Village.”
 - (2) Section 103, including all subsections, is deleted in its entirety.
 - (3) Sections 105.1, 105.1.1 and 105.1.2 are deleted in their entirety.
 - (4) Section 105.2 is amended by deleting the exemptions listed 1 through 13 under “Building” and replacing that list as follows:

105.2 Work exempt from permit:
Building:

 - (1) One-story detached accessory structures to be used as tool or storage sheds, playhouse and similar uses, provided the floor area does not exceed 120 square feet (11.15 m²) and does not contain electrical, gas, plumbing or mechanical installations.
 - (2) Sidewalks and decks.
 - (3) Painting, papering, tiling, carpeting, cabinets, countertops or similar finish work.
 - (4) Prefabricated swimming pools accessory to a group R-3 occupancy, which are less than 24 inches deep, do not exceed 5,000 gallons and are installed above ground.
 - (5) Swings and other playground equipment accessory to one- and two-family dwellings
 - (5) Section 105.2.1 is amended to read as follows:

105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the city shall be notified before the work is started and the permit application shall be submitted within the next working business day to the building official.
 - (6) Section 105.3 is amended by adding a new paragraph 8, which reads as follows:

8. The site plan shall show the proposed method of handling stormwater runoff within the boundaries of the subject site, lot, or tract of land and also showing the disposition of such stormwater runoff therefrom in accordance with the location and capacity of the then-existing storm drainage system of the city.
 - (7) Section 105.3.2 is amended to read as follows:

105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned 30 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to

- grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated. The building official shall dispose of abandoned permits, applications and plans. A new application and construction documents must be submitted if the project is to be permitted at a later date.
- (8) Section 107.1 is amended to read as follows:
107.1 General. Construction documents, special inspection and structural observation programs, and other data shall be submitted in one or more sets with each application for a permit. The construction documents shall be prepared by a registered design professional. The building official is authorized to require additional construction documents to be prepared by a registered design professional.
Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.
- (9) Section 108.3 is amended to read as follows:
108.3 Temporary power. The building official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in the NFPA 70 (NEC).
- (10) Section 109.2 is amended to read as follows:
109.2 Schedule of permit fees. For buildings, structures or electrical, gas, mechanical and plumbing systems or alterations thereof requiring a permit, a fee for each permit shall be paid as required, as set by resolution or ordinance of the city council from time to time and shall be maintained on file in the office of the city secretary.
- (11) Section 109.4 is amended to read as follows:
109.4 Work commencing before permit issuance. The fee for work commenced without a permit shall be double the fee set forth in the fee schedule adopted by the city.
- (12) Section 113 is amended to read as follows:
113 Appeals. Appeals of orders, decisions or determinations made by the city's building official in interpreting or applying this code shall be to the city council. The city council may obtain the assistance of persons who are qualified by experience and training on a particular subject under consideration.
- (13) Section 903, entitled "Automatic sprinkler systems," is amended to provide that automatic sprinkler systems are required as provided by section 30-32 of the Code of Ordinances.
- (14) Section 903.1 is amended to read as follows:
903.1 General. Automatic sprinkler systems shall comply with this section and the applicable requirements of the City of Piney Point Village, Texas.

- (15) Section 114 is deleted in its entirety and the penalty provision of section 1-11 of the Code of Ordinances is substituted in its place.
 - (16) Section 115.1 is amended to read as follows:
115.1 Authority. Whenever the building official finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or any city ordinance or dangerous or unsafe, the building official is authorized to issue a stop work order.
 - (17) Section 503, entitled “General building height and area limitations,” is deleted in its entirety.
 - (18) Section 1612.3 is amended by replacing section 1612.3 (not to effect subsections) with the following:
1612.3 Establishment of flood hazard areas. Flood hazard areas shall be as shown on the FEMA Effective Flood Insurance Rate Map effective at the date of submittal of plans or construction documents. The FEMA effective models are incorporated by reference.
 - (19) Section 3202.1 is amended to read as follows:
3202.1 Encroachments below grade. Encroachment into the public right-of-way shall not be allowed without the written consent of the administrative authority and may be denied for any reason.
 - (20) Section 3303 is amended by adding a new section 3303.8 to read as follows:
3303.8 Demolition time. The maximum time period for a demolition permit shall be 45 days after the date of issuance of the permit, and thereafter, a new permit must be obtained and the permit fees paid.
When demolition is commenced it shall be completed within seven days.
The permit may only be renewed once.
- (b) The International Residential Code is amended as follows:
- (1) Section R101.1 is amended to insert “Piney Point Village.”
 - (2) Section R103, including all subsections, is deleted in its entirety.
 - (3) Section R104.8 is deleted in its entirety.
 - (4) Section R105.2 is amended by deleting the exemptions listed 1 through 10 under “Building” and replacing such list as follows:
105.2 Work exempt from permit.
Building:
 - (a) One-story detached accessory structure to be used as a tool or storage sheds, playhouse and similar uses, provided the floor area does not exceed 120 square feet (11.15 m²) and does not contain electrical, gas, plumbing, or mechanical installations.
 - (b) Sidewalks and decks.
 - (c) Painting, papering, tiling, carpeting, cabinets, countertops or similar finish work.
 - (d) Prefabricated swimming pools that are: less than 24 inches deep, do not exceed 5,000 gallons, and are installed above ground.
 - (e) Swings and other playground equipment.
 - (6) Section R108 is amended by adding to section R108.2 the following provision:

R108.2. Schedule of permit fees. Fees for permits as well as fees for the extension of expired permits shall be charged as set by resolution or ordinance of the city council from time to time and shall be kept on file in the office of the city secretary.

- (7) Section R108.6 is amended to read as follows:
R108.6 Work commencing before permit issuance. The fee for work commenced without a permit shall be double the fee set forth in the fee schedule adopted by the city.
- (8) Section R112 is deleted, including all subsections, and a new section R112 is substituted as follows:
R112 Appeals. Appeals of orders, decisions or determinations made by the city's building official in interpreting or applying this code shall be to the city council. The city council may obtain the assistance of persons who are qualified by experience and training on a particular subject under consideration.
- (9) Section R113 is deleted in its entirety and penalty provision of section 1-11 of the Code of Ordinances is substituted in its place.
- (10) Section P2603.5.1 is amended by inserting six inches (6") and six inches (6"), respectively.

- (c) The International Existing Building Code is amended as follows:
 - (1) Section 101.1 is amended by inserting "City of Piney Point Village, Texas."
 - (2) Section 103, including all subsections, is deleted in its entirety.
 - (3) Section 104.8 is deleted in its entirety.
 - (4) Section 112 is amended to read as follows:
112. Appeal. Appeals of orders, decisions, or determinations made by the building official in interpreting or applying this code shall be to the city council. The city council may obtain the assistance of persons who are qualified by experience and training on the particular subject under consideration.

ARTICLE III.- PLUMBING; ELECTRIC

Sec. 10-131. – Plumbing Code adopted.

The International Plumbing Code, 2018 edition, including appendices B through E, as published by the International Code Council, as published by the International Code Council, a copy of which is made a part hereof for all purposes, an authentic copy of which has been filed with the city secretary, is hereby adopted and made a part of this Code of Ordinances.

Sec. 10-132. – Plumbing Code Amendments.

The International Plumbing Code is amended as follows:

- (1) Section 101.1 is hereby amended to read as follows:
101.1 Title. These regulations shall be known as the Plumbing Code of the City of Piney Point Village, Texas, hereinafter sometimes referred to as "this code."

- (2) Section 103, including all subsections, is deleted in its entirety.
- (3) Section 105 is deleted in its entirety.
- (4) Section 106.6 is amended to read follows:
106.6 Fees. Fees shall be charged as set by resolution or ordinance of the city council from time to time and kept on file in the office of the city secretary.
- (5) Section 106.6.1 is amended to read as follows:
106.6.1 Word commencing before permit issuance. The fee for work commenced without a permit shall be double the fee set forth in the fee schedule adopted by the city.
- (6) Section 106.6.2 is hereby amended to read as follows:
106.6.2 Fee Schedule. The fees for permits required hereunder shall be in accordance with the schedule of fees as established from time to time by the city council of the City of Piney Point Village.
- (7) Section 106.6.3 is deleted in its entirety.
- (8) Section 106 is amended by adding a new section 106.6.4 which reads as follows:
106.6.4 State license. All persons performing work in the city governed by this code shall be licensed by the state, and shall submit to the city proof of insurance as required by the state or by statute.
- (9) Section 106 is amended by adding a new section 106.6.5 which reads as follows:
106.6.5 Demolition time. The maximum time period for a demolition permit shall be 45 days after the date of issuance of the permit, and thereafter a new permit must be obtained and the permit fees paid. When demolition is commenced it shall be completed within seven days. The permit may be renewed only once.
- (10) Section 108 is deleted in its entirety and the penalty provision of section 1-11 of the Code of Ordinances is substituted in its place.
- (11) Section 109 is deleted in its entirety, including all subsections, and a new section 109 is substituted as follows:
109. Appeal. Appeals of orders, decisions or determinations made by the building official in interpreting or applying the code shall be to the city council. The city council may obtain the assistance of persons who are qualified by experience and training on the particular subject under consideration.
- (12) Section 305.4.1 is amended to read as follows:
305.4.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be installed not less than [NUMBER] inches (mm) below finished grade at the point of septic tank connection. Building sewers shall be installed not less than [NUMBER] inches (mm) below grade.
- (13) Section 903.1 is amended to read as follows:
903.1 Roof extension. All open vent pipes that extend through a roof shall be terminated at least twelve inches (12") (305 mm) above the roof, except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall be run at least seven feet (7') (2134 mm) above the

roof.

- (14) In the event of inconsistency or conflict between the provisions of the International Plumbing Code adopted hereby and the International Residential Code for One- and Two-Family Dwellings, as adopted in its amended form by the city council, the provisions of the International Residential Code for One- and Two-Family Dwellings shall apply.

Sec. 10-133. – Electric Code adopted.

The NFPA 70 National Electric Code, 2017 edition, including all appendices, as published by the National Fire Protection Association, an authentic copy of which has been filed with the city secretary, is hereby adopted and made a part of this Code of Ordinances for all purposes.

Sec. 10-134. - Underground equipment required; exceptions.

- (a) Burial required. It shall be unlawful for any person to install wires, cables or other equipment for the transmission of electric current, electric current impulses, sounds, voices or communications unless such wires, cables or other equipment is buried underground in accordance with subsection (b) below.
- (b) Depths. Burial of wires, cables or other equipment as required by subsection (a) shall be buried at the following depths:
 - (1) Direct burial, 24 inches minimum depth.
 - (2) Polyvinyl chloride conduit, 18 inches minimum depth.
 - (3) Steel conduit, 12 inches minimum depth.
- (c) Exceptions.
 - (1) The provisions of this section shall not apply to a public utility company, lawfully operating within the city under franchise, when installing wires, cables or other equipment within public easements.
 - (2) The provisions of this section shall not apply to installations the purpose of which is to provide service to buildings or structures lawfully existing on December 12, 1983; however, this exception shall not apply to additions or remodeling if the cost of such addition or remodeling exceeds 50 percent of the replacement value of the preexisting building or structure.

ARTICLE IV.- PROPERTY MAINTENANCE; SUBSTANDARD BUILDINGS

Sec. 10-333. – Property Maintenance Code adopted.

The International Property Maintenance Code, 2018 edition, including all appendices, as published by the International Code Council, a copy of which is made a part hereof for all purposes, an authentic copy of which has been filed with the city secretary, is hereby adopted and made a part of this Code of Ordinances. Any substandard structure or building shall be addressed under the procedures provided in the International Property Maintenance Code, as amended, subject to Chapters 54 and 214 of the Texas Local Government Code.

Sect. 10-334. – Property Maintenance Code Amendments.

- (a) Chapter 1 is amended by replacing the entire Chapter 1 with Exhibit A showing amendments and deletions to that chapter, attached to this ordinance and

- incorporated herein by reference.
- (b) Section 302.4 is amended by inserting eighteen inches (18”).
 - (c) Section 303.1 is amended to read as follows:
303.1. Swimming pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair. Swimming pools containing water that is black or green in color, or that contain algae or other plants shall be deemed unsanitary.
 - (d) Section 303.3 is added and shall read as follows:
All swimming pools, spas, hot tube, ponds or other aesthetic or recreational areas designed to contain water more than 24 inches in depth shall be treated or emptied when not in use to prevent creation of breeding grounds for mosquitos.
 - (e) Section 304.14 is amended to require ventilation screens year round.
 - (f) Section 602.3 is amended by inserting “November 1” and “February 28,” respectively.
 - (g) Section 602.4 is amended by inserting “November 1” and “February 28,” respectively.

ARTICLE V. – SWIMMING POOLS

Sec. 10-241. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Private residential swimming pools means any swimming pool located on private property under the control of the head of the household there residing, the use of which is limited to swimming or bathing by members of the family or their invited guests.

Self-closing and self-latching device means a device that causes a gate to automatically close without human or electrical power after it has been opened and to automatically latch without human or electrical power when the gate closes.

Swimming pool means any structure, basin, chamber or tank containing an artificial body of water for swimming, diving or recreational bathing having a depth of one foot or more at any point.

Sec. 10-242. - Enclosure of swimming pool required.

- (a) Every person in possession of land within the city, whether as owner, purchaser under contract, lessee, tenant, or licensee, upon which is situated a swimming pool, shall at all times maintain upon the lot or premises on which the swimming pool is located and completely surrounding the swimming pool, lot or premises a fence, wall or other solid structure designed to prevent people, particularly small children, from inadvertently wandering into the pool. Such fence, wall or other solid structure shall be not less than four feet in height, with no opening therein of a width greater than four inches, other than doors or gates, and without a fixed or detachable stile or ladder. All gates or doors opening into such enclosure shall be equipped with

self-closing and self-latching devices capable of automatically closing and latching such gates or doors. The self-latching device shall be fixed to the gates or doors no less than 42 inches above the bottom of the gate or door. No such fence, wall or other solid structure shall be situated so that any portion of a vehicular driveway is located within the enclosed area thereof. Such fence, wall or other solid structure constructed for any pool pursuant to this subsection shall be maintained by the property owner for as long as the pool is in existence and shall not be removed under any circumstance.

- (b) However, if the pool is in a patio, in a court or a room that can be reached only through the living quarters of such person in possession of such land, there need be no other enclosure; and such gates or doors as may be in such living quarters enclosure need not be equipped with the devices herein required. Provided, further, that a single-family dwelling house or accessory building may be used as part of such enclosure, whether fence, wall or other solid structure, around a private residential swimming pool. It shall be unlawful to maintain any swimming pool in the city that is not enclosed in accordance with the requirements of this section.
- (c) A swimming pool enclosure shall be required in accordance with this subsection for any swimming pool, regardless of date of construction,(i) for which the main dwelling to which the swimming pool is accessory is or has been demolished or removed or (ii) that is located on any lot upon which there is no main building. Such enclosure shall be a fence, wall or other solid structure of not less than six (6) feet in height, with no opening therein of a width greater than four inches, other than doors or gates, and without a fixed or detachable stile or ladder. All gates or doors opening into such enclosure shall be equipped with self-closing and self-locking devices capable of automatically closing and locking such gates or doors. The self-locking device shall be fixed to the gates or doors no less than 42 inches above the bottom of the gate or door. Alternatively, a solid wooden deck covering the entire pool area shall be permitted.
- (d) Upon abandonment of any swimming pool, the owner thereof shall either remove such pool or drain and fill same with impenetrable earthen materials. If the condition of a swimming pool constitutes a nuisance pursuant to chapter 26 of this code, the owner thereof shall be subject to abatement procedures of said chapter 26, and shall be liable for all costs and expenses of abatement as provided therein.

Sec. 10-243. - Plans to show compliance.

All plans submitted to the city for swimming pools to be constructed shall show compliance with the requirements of this article, and the final inspection and approval of all pools constructed shall be withheld until all requirements of this article shall have been complied with by the owner, purchaser under contract, lessee, tenant or licensee.

Sec. 10-244. -Applicability.

The requirements set forth in this article shall be applicable only to swimming pools constructed after June 28, 1993.

ARTICLE VI.- MECHANICAL; FUEL GAS; ENERGY CONSERVATION

Sec. 10-271. – Mechanical Code adopted.

The International Mechanical Code, 2018 edition, including appendix A, as published by the International Code Council, as published by the International Code Council, a copy of which is made a part hereof for all purposes, an authentic copy of which has been filed with the city secretary, is hereby adopted and made a part of this Code of Ordinances.

Sec. 10-272. – Mechanical Code Amendments.

- (a) Section 101.1 is amended by inserting “Piney Point Village.”
- (b) Section 103, including all subsections, is deleted in its entirety.
- (c) Section 105 is deleted in its entirety.
- (d) Section 106.5 is amended to read as follows:
106.5 Fees. Fees shall be charged as set by resolution or ordinance of the city council from time to time and kept on file in the office of the city secretary.
- (e) Sections 106.5.2 is amended to read as follows:
106.5.2 Fee schedule. The fee for permits required hereunder shall be in accordance with the schedule of fees as established from time to time by the city council of Piney Point Village.
- (f) Section 106.5.3 is deleted in its entirety.
- (g) Section 106 is amended by adding a new section 106.5.4, which provides as follows:
106.5.4 State license. All persons performing work within the city governed by this code shall be licensed by the state, and shall submit to the city proof of insurance as required by the state or by statute.
- (h) Section 106.5.1 is amended to read as follows:
Section 106.5.1 Work commencing before permit issuance. The fee for work commenced without a permit shall be double the fee set forth in the fee schedule adopted by the city.
- (i) Section 108 of the code is deleted in its entirety and the penalty provision of section 1-11 of the Code of Ordinances is substituted in its place.
- (j) Section 109 is amended to read as follows:
Section 109. Appeal. Appeals of orders, decisions, or determinations made by the building official in interpreting or applying this code shall be to the city council. The city council may obtain the assistance of persons who are qualified by experience and training on the particular subject under consideration.

Sec. 10-273. – Fuel Gas Code adopted.

The International Fuel Gas Code, 2018 edition, including all appendices, as published by the International Code Council, a copy of which is made a part hereof for all purposes, an authentic copy of which has been filed with the city secretary, is hereby adopted and made a part of this Code of Ordinances.

Sec. 10-274. – Fuel Gas Code Amendments.

- (a) Section 101 is amended by inserting “Piney Point Village.”
- (b) Section 103, including all subsections, is deleted in its entirety.
- (c) Section 105 is deleted in its entirety.
- (d) Section 106.6 is amended to read as follows:

106.6 Fees. Fees shall be charged as set by resolution or ordinance of the city council from time to time and kept on file in the office of the city secretary.

- (e) Section 106.6.2 is amended to read as follows:
106.6.2 Fee schedule. The fees for permits required hereunder shall be in accordance with the schedule of fees as established from time to time by the city council of Piney Point Village.
- (f) Section 106.6.3 is deleted in its entirety.
- (g) Section 106 is amended by adding a new section 106.6.4 which provides as follows:
106.6.4. State license. All persons performing work within the city governed by this code shall be licensed by the state, and shall submit to the city proof of insurance as required by the state or by statute.
- (h) Section 106.6.1 is amended to read as follows:
106.6.1 Work commencing before permit issuance. The fee for work commenced without a permit shall be the double the fee set forth in the fee schedule adopted by the city.
- (i) Section 108 is deleted in its entirety and the penalty provision of section 1-11 of the Code of Ordinances is substituted in its place.
- (j) Section 109 amended to read as follows:
109. Appeal. Appeals of orders, decisions, or determinations made by the building official in interpreting or applying this code shall be to the city council. The city council may obtain the assistance of persons who are qualified by experience and training on the particular subject under consideration.

Sec. 10-275. – Energy Conservation Code adopted.

The International Energy Conservation Code, 2018 edition, including all appendices, as published by the International Code Council, as published by the International Code Council, a copy of which is made a part hereof for all purposes, an authentic copy of which has been filed with the city secretary, is hereby adopted and made a part of this Code of Ordinances.

Sec. 10-276. – Energy Conservation Code Amendments.

- (a) Section C102.1.2. and R102.1.2 are added and shall read as follows:
C102.1.2. Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the code official, be considered in compliance. The United States Environmental Protection Agency’s Energy Star Program certification of energy code equivalency shall be considered in compliance.
R102.1.2. Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the code official, be considered in compliance. The United States Environmental Protection Agency’s Energy Star Program certification of energy code equivalency shall be considered in compliance. Regardless of the program or the path to compliance, each 1 and 2-family dwelling shall be tested for air and duct leakage as prescribed in Section R402.4 and

- R403.3.3 respectively.
- (b) Section R402.4.1.2, the first paragraph is amended to read as follows: Testing. The building or dwelling unit shall be tested and verified as having an air leakage rate of not exceeding 5 air changes per hour in Climate Zone 3.
 - (c) Section R402.4.1.2, an additional last paragraph is added and shall read as follows: Mandatory testing shall only be performed by individuals that are certified to perform air infiltration testing certified by national or state organizations as approved by the building official. The certified individuals must be an independent third-party entity, and may not be employed; or have any financial interest in the company that constructs the structure.
 - (d) Section R403.3.3, an additional last paragraph is added and shall read as follows: Mandatory testing shall only be performed by individuals that are certified to perform duct testing leakage testing certified by national or state organizations as approved by the building official. The certified individuals must be an independent third-party entity, and may not be employed; or have any financial interest in the company that constructs the structure.”

Section 2. Article VIII, Fuel Gas, and Article IX, Energy Conservation, of Chapter 10, Buildings and Building Regulations, of the City of Piney Point Code of Ordinances are hereby deleted in their entirety because their contents have been relocated within the Chapter as shown in Section 1 of this Ordinance.

Section 3. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Piney Point Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 4. All ordinances and parts of ordinance in conflict herewith are, only to the extent of such conflict, hereby repealed; provided, however, this ordinance shall not repeal any portion of the City’s zoning regulations.

Section 5. This Ordinance shall take effect immediately from and after its passage and publication of the caption hereof, as provided by law.

PASSED, APPROVED, AND ADOPTED on first and final reading this _____ day of _____ 2020.

Mark Kobelan, Mayor

ATTEST:

Karen Farris, City Secretary

Exhibit A

CHAPTER 1 SCOPE AND ADMINISTRATION

User note:

About this chapter: Chapter 1 establishes the limits of applicability of the code and describes how the code is to be applied and enforced. Chapter 1 is in two parts: Part 1—Scope and Application (Sections 101 and 102) and Part 2—Administration and Enforcement (Sections 103 – 112). Section 101 identifies which buildings and structures come under its purview and references other I-Codes as applicable.

This code is intended to be adopted as a legally enforceable document and it cannot be effective without adequate provisions for its administration and enforcement. The provisions of Chapter 1 establish the authority and duties of the code official appointed by the authority having jurisdiction and also establish the rights and privileges of the property owner and building occupants.

PART 1 - SCOPE AND APPLICATION

SECTION 101 GENERAL

[A] 101.1 Title.

These regulations shall be known as the *International Property Maintenance Code* of the City of Piney Point Village (the "City"), hereinafter referred to as "this code."

[A] 101.2 Scope.

The provisions of this code shall apply to all existing residential and nonresidential structures and all existing *premises* and constitute minimum requirements and standards for *premises*, structures, equipment and facilities for light, *ventilation*, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of *owners*, *owner's authorized agent*, *operators* and *occupants*; the *occupancy* of existing structures and *premises*, and for administration, enforcement and penalties.

[A] 101.3 Intent.

This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued *occupancy* and maintenance of structures and *premises*. Existing structures and *premises* that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

[A] 101.4 Severability.

If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

SECTION 102 APPLICABILITY

[A] 102.1 General.

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code or a section of this code and another requirement of the *City* specify different requirements, the most restrictive shall govern.

[A] 102.1.1 Treatment of apartment complexes.

For the purpose of this code, an apartment complex shall be treated as a single structure if common areas fail to be maintained in violation of the International Property Maintenance Code, as adopted and amended by the *City*. All other buildings on the same *premises* of an apartment complex shall be treated as a single structure. Common stairwells and walkways of each building shall be common areas for purposes of this code.

[A] 102.2 Maintenance.

Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or *premises* was constructed, altered or repaired shall be maintained in good working order. No *owner*, *owner's authorized agent*, *operator* or *occupant* shall cause any service, facility, equipment or utility that is required under this section to be removed from, shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the *owner* or *owner's authorized agent* shall be responsible for the maintenance of buildings, structures and *premises*. Any person, corporation, or entity who or which violates any provision of this Article shall, upon, conviction, be deemed guilty of a misdemeanor and shall be fined in an amount not to exceed \$2,000.00 per day per occurrence of the violation. Each day in which a violation shall occur or continue shall constitute a separate offense.

[A] 102.3 Application of other codes.

Repairs, additions or alterations to a structure, or changes of *occupancy*, shall be done in accordance with the procedures and provisions of the *International Building Code*, *International Existing Building Code*, *International Energy Conservation Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*, *International Residential Code*, *International Plumbing Code* and NFPA 70. Nothing in this code shall be construed to cancel, modify or set aside any provision of the *International Zoning Code* or any other requirement of the *City*.

[A] 102.4 Existing remedies.

The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure that is dangerous, unsafe and insanitary.

[A] 102.5 Workmanship.

Repairs, maintenance work, alterations or installations that are caused directly or indirectly by the enforcement of this code shall be executed and installed in a *workmanlike* manner and installed in accordance with the manufacturer's instructions.

[A] 102.6 Historic buildings.

The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings where such buildings or structures are judged by the *code official* to be safe and in the public interest of health, safety and welfare.

[A] 102.7 Referenced codes and standards.

The codes and standards referenced in this code shall be those that are listed in Chapter 8 and considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1 and 102.7.2.

Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

[A] 102.7.1 Conflicts.

Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

[A] 102.7.2 Provisions in referenced codes and standards.

Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

[A] 102.8 Requirements not covered by code.

Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the *code official*.

[A] 102.9 Application of references.

References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

[A] 102.10 Other laws.

The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

**PART 2 - ADMINISTRATION AND ENFORCEMENT SECTION 103
DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION CODE OFFICIAL,
DEPUTIES, LIABILITY, AND FEES**

~~**[A] 103.1 General.** The department of property maintenance inspection is hereby created and the executive official in charge thereof shall be known as the *code official*. Reserved.~~

[A] 103.2 Appointment.

The *code official* shall be appointed by the chief appointing authority City Manager of the jurisdiction.

[A] 103.3 Deputies.

In accordance with the prescribed procedures of this jurisdiction the *City* and with the concurrence of the appointing authority, the *code official* shall have the authority to may appoint a deputy(s). Such employees shall have powers as delegated by the *code official*.

~~[A] 103.4 Liability. The code official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties.~~

[A] 103.4.1 Legal defense.

Any suit or criminal complaint instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The *code official* or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

[A] 103.5 Fees.

~~The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the following schedule. [JURISDICTION TO INSERT APPROPRIATE SCHEDULE.]~~ under this code shall be as provided by the adopted fee schedule of the *City*.

SECTION 104 DUTIES AND POWERS OF THE CODE OFFICIAL

[A] 104.1 General.

The *code official* is hereby authorized and directed to enforce the provisions of this code. The *code official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

[A] 104.2 Inspections.

The *code official* shall make all of the required inspections, or shall accept reports of inspection by *approved* agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such *approved* agency or by the responsible individual. The *code official* is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

[A] 104.3 Right of entry.

Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the *code official* has reasonable cause to believe that there exists in a *structure* or upon a *premises* a condition in violation of this code, the *code official* is authorized to enter the *structure* or *premises* at reasonable times to inspect or perform the duties imposed by this code, provided that if such *structure* or *premises* is occupied the *code official* shall present credentials to the *occupant* and request entry. If such *structure* or *premises* is unoccupied, the *code official* shall first make a reasonable effort to locate the *owner*, *owner's authorized agent* or other person having charge or control of the *structure* or *premises* and request entry. If entry is refused, the *code official* shall have recourse to the remedies provided by law to secure entry.

[A] 104.4 Identification.

The *code official* shall carry proper identification when inspecting *structures* or *premises* in the performance of duties under this code.

[A] 104.5 Notices and orders.

The *code official* shall issue all necessary notices or orders to ensure compliance with this code.

[A] 104.6 Department records.

The *code official* shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

**SECTION 105
APPROVAL**

[A] 105.1 Modifications.

Whenever there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases upon application of the *owner* or *owner's authorized agent*, provided the *code official* shall first find that special individual reason makes the strict letter of this code impractical, the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

[A] 105.2 Alternative materials, methods and equipment.

The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material or method of construction shall be *approved* where the *code official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. Where the alternative material, design or method of construction is not *approved*, the *code official* shall respond in writing, stating the reasons the alternative was not *approved*.

[A] 105.3 Required testing.

Whenever there is insufficient evidence of compliance with the provisions of this code or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *code official* shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.

[A] 105.3.1 Test methods.

Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *code official* shall be permitted to approve appropriate testing procedures performed by an *approved* agency.

[A] 105.3.2 Test reports.

Reports of tests shall be retained by the *code official* for the period required for retention of public records.

[A] 105.4 Used material and equipment.

The use of used materials that meet the requirements of this code for new materials is permitted.

Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested where necessary, placed in good and proper working condition and *approved* by the *code official*.

[A] 105.5 Approved materials and equipment.

Materials, equipment and devices *approved* by the *code official* shall be constructed and installed in accordance with such approval.

[A] 105.6 Research reports.

Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

**SECTION 106
VIOLATIONS**

[A] 106.1 Unlawful acts.

It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

[A] 106.2 Notice of violation.

The *code official* shall serve a notice of violation or order in accordance with Section 107; except, citations shall be issued and notice of citation provided in accordance with state law.

[A] 106.3 Prosecution of violation.

Any person failing to comply with a notice of violation or order served in accordance with Section 107 or issued citation shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a *strict liability offense*. If the notice of violation is not complied with, the *code official* shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful *occupancy* of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such *premises* shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

[A] 106.4 Violation penalties.

Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

[A] 106.5 Abatement of violation.

The imposition of the penalties herein prescribed shall not preclude the ~~legal officer of the jurisdiction~~ city attorney or other counsel retained by the *City* from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal *occupancy* of a building, structure or *premises*, or to stop an illegal act, conduct, business or utilization of the building, structure or *premises*.

**SECTION 107
NOTICES AND ORDERS**

[A] 107.1 Notice to person responsible.

Whenever the *code official* determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 107.2 and 107.3 to the ~~person responsible for the violation~~ *owner* as specified in this code and identified in accordance with section 107.1.1. ~~Notices for condemnation procedures shall also comply with Section 108.3.~~

[A] 107.1.1 Owner for purposes of this section.

All notices shall be sent to the *owner* of the affected *premises* or structure, who shall be identified by a diligent search of the following records:

1. county real property records of the county in which the building is located;
2. appraisal district records of the appraisal district in which the building is located;
3. records of the secretary of state;
4. assumed name records of the county in which the building is located;
5. tax records of the municipality; and
6. utility records of the municipality.

[A] 107.2 Form.

Such notice prescribed in Section 107.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the *dwelling unit* or structure into compliance with the provisions of this code.
5. Inform the property *owner* or *owner's authorized agent* of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 106.3.

[A] 107.2.1 Additional requirements for notice of unsafe structure.

In addition to the form prescribed in Section 107.2, notice of an *unsafe structure* shall include:

1. the date of the scheduled public hearing; or a copy of the board of appeals or municipal court determination and order;
2. a statement that the *owner* will be required to submit at the hearing proof of the scope of any work that may be required to comply with this code and city ordinances and the time it will take to reasonably perform the work; and

3. a statement that the *City* may take the actions ordered if the owner does not complete those actions prior to the deadline imposed at the public hearing, which may be 30 days from the date of the public hearing.

[A] 107.3 Method of service.

Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified or ~~first-class~~ mail; return receipt requested, addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

[A] 107.4 Unauthorized tampering.

Signs, tags or seals posted or affixed by the *code official* shall not be mutilated, destroyed or tampered with, or removed without authorization from the *code official*.

[A] 107.5 Penalties.

Penalties for noncompliance with orders and notices shall be as set forth in Section 106.4.

[A] 107.6 Transfer of ownership.

It shall be unlawful for the *owner* of any *dwelling unit* or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such *dwelling unit* or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such *owner* or the *owner's authorized agent* shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the *code official* and shall furnish to the *code official* a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

SECTION 108 UNSAFE STRUCTURES AND EQUIPMENT

[A] 108.1 General.

When a structure or equipment is found by the *code official* to be unsafe, the *code official* may require recommend the vacation, relocation of occupants, securing, repair, removal, or demolition of an *unsafe structure* or *premises* pursuant to the provisions of this code.

[A] 108.1.1 Unsafe structures.

An *unsafe structure* is one that is found to be a hazard to the public health, safety and welfare due to one or more of the following conditions: ~~dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.~~

1. the *structure* is dilapidated as defined by section 108.1.5, substandard as defined by section 108.1.4, or unfit for human habitation as defined by section 108.1.3;
2. the *structure* is, regardless of its structural condition, unoccupied by its *owners*, lessees, or other invitees and is unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children; or
3. the *structure* is boarded up, fenced, or otherwise secured in any manner that constitutes a danger to the public even though secured from entry; or the means used to secure the building are inadequate to prevent unauthorized entry or use of the building in the manner described by subsection 2.

[A] 108.1.2 Unsafe equipment.

Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the *premises* or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or *occupants* of the *premises* or structure.

[A] 108.1.3 Structure unfit for human occupancy.

A structure is unfit for human *occupancy* whenever the *code official* finds that such structure is ~~unsafe, unlawful or~~, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks *ventilation*, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the *occupants* of the structure or to the public.

[A] 108.1.4 Unlawful Substandard structure.

A *substandard structure* is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

[A] 108.1.5 Dangerous Dilapidated structure or premises.

For the purpose of this code, any structure or *premises* that has any or all of the conditions or defects described below shall be considered dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the *approved* building or fire code of the jurisdiction as related to the requirements for existing buildings.
2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, *deterioration*, *neglect*, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become *detached* or dislodged.
4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so *anchored*, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the

original designed value.

5. The building or structure, or part of the building or structure, because of dilapidation, *deterioration*, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
6. The building or structure, or any portion thereof, is clearly unsafe for its use and *occupancy*.
7. The building or structure is *neglected*, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the *approved* building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, *ventilation*, mechanical or plumbing system, or otherwise, is determined by the *code official* to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the *code official* to be a threat to life or health.
11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

[A] 108.1.6 Procedure for abatement of unsafe structures.

If a structure has been identified as unsafe, the *code official* shall:

1. schedule a public hearing with the *board of appeals* or, if none, the municipal court to determine whether the *structure* is *unsafe* and to order the *structure* vacated, secured, repaired, removed, or demolished by the owner and the occupants relocated within a reasonable time if such a determination is made;
2. send notice in accordance with section 107 that the *code official* has identified an *unsafe structure* on the *premises*, including the specific conditions that render the *structure unsafe* and the date of the scheduled public hearing;
3. file or cause to be filed a copy of the notice in the real property records of the county in which the *unsafe structure* is located;

4. verify and document the condition of the *unsafe structure* within 48 hours of the scheduled public hearing;
5. report the condition of the *unsafe structure* to the *board of appeals* or municipal court at the public hearing and recommend the vacation, relocation of occupants, securing, repair, removal, or demolition of the *unsafe structure* within 30 days; provided, the *board of appeals* or municipal court may allow the *owner* up to 90 days to repair, remove, or demolish the *unsafe structure*, or to submit at the hearing a detailed plan and time schedule for the work if the *owner* establishes at the hearing that the work cannot reasonably be completed within 90 days because of the scope and complexity of the work;
6. send notice in accordance with section 107 of the board's determination and order within 10 days after the order is issued;
7. publish or cause to be published in a newspaper of general circulation in the *City* in which the *unsafe structure* is located a notice containing: the street address or legal description of the property; the date the public hearing was held; a brief statement indicating the results of the order; and instructions stating where a complete copy of the order may be obtained;
8. verify and document the condition of the *unsafe structure* following the date specified by the order;
9. take no action nor cause any action to be taken until 20 days has elapsed from the date of the order with no appeal filed in accordance with section 111.1; 30 days has elapsed from the date of the order with no appeal for court review filed in accordance with section 111.7; and the condition of the *unsafe structure* remains *unsafe*; provided, if an appeal has been filed in accordance with sections 111.1 or 111.7, the appeal shall stay all enforcement, other than emergency measures taken under section 109, until the appeal is heard; and
10. provided no appeal has been filed and the deadline for such appeal has elapsed, timely commence the vacation, relocation of occupants, securing, repair, removal, or demolition of the *unsafe structure* pursuant to the order of the *board of appeals* or municipal court and document all actions taken.

[A] 108.2 Closing Securing of vacant structures.

If the *unsafe structure* is vacant and ~~unfit for human habitation and occupancy~~, is not in danger of structural collapse, the *code official* is authorized to post a placard of condemnation on the *premises* and order the structure closed up and secured so as not to be an attractive nuisance. Upon failure of the *owner* or *owner's authorized agent* to close up the *premises* within the time specified in the order, the *code official* shall cause the *premises* to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and shall be collected by any other legal resource. ** process for securing

[A] 108.2.1 Authority to disconnect service utilities.

The *code official* shall have the authority to authorize disconnection or prevent connection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 102.7 ~~in case of emergency~~ where necessary ~~to eliminate an immediate hazard to life or property~~ to enforce this code or where such utility connection has been made without approval. The *code official* shall notify the serving utility and, whenever possible, the *owner* or *owner's authorized agent* and *occupant* of the building, structure or service system

of the decision to disconnect prior to taking such action. If not notified prior to disconnection the *owner, owner's authorized agent or occupant* of the building structure or service system shall be notified in writing as soon as practical thereafter.

[A] 108.3 Notice and placarding.

Whenever the *code official* has ~~condemned~~ identified as unsafe a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the *owner, owner's authorized agent* or the person or persons responsible for the structure or equipment in accordance with Section 107.3. If the notice pertains to equipment, it shall be placed on the ~~condemned~~ unsafe equipment. The notice shall be in the form prescribed in Section 107.2.

[A] 108.4 Placarding.

~~Upon failure of the owner, owner's authorized agent or person responsible to comply with the notice provisions within the time given,~~ The *code official* shall post on the *premises* or on defective equipment a placard bearing the word "~~condemned~~" words "Unsafe, it shall be unlawful to occupy this building" and a statement of the penalties provided for occupying the *premises*, operating the equipment or removing the placard.

[A] 108.4.1 Placard removal.

The *code official* shall remove the ~~condemnation~~ placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the *code official* shall be subject to the penalties provided by this code.

[A] 108.5 ~~Prohibited occupancy.~~ Vacating of structure.

Any occupied structure ~~condemned~~ found to be unsafe and placarded by the *code official* shall be vacated as ordered by the *code official*. Any person who shall occupy a placarded *premises* or shall operate placarded equipment, and any *owner, owner's authorized agent* or person responsible for the *premises* who shall let anyone occupy a placarded *premises* or operate placarded equipment shall be liable for the penalties provided by this code.

[A] 108.6 Abatement methods.

The *owner, owner's authorized agent, operator* or *occupant* of a building, *premises* or equipment deemed unsafe by the *code official* shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action.

[A] 108.7 Record.

The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the *occupancy* of the structure and the nature of the unsafe condition.

SECTION 109 EMERGENCY MEASURES

[A] 109.1 Imminent danger.

When, in the opinion of the *code official*, there is *imminent danger* of failure or collapse of a

building or structure that endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building *occupants* or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the *code official*, after approval of the governing body of the *City*, is hereby authorized and empowered to order and require the *occupants* to vacate the *premises* forthwith. The *code official* shall cause to be posted at each entrance to such structure a notice reading as follows: "This *Structure* Is Unsafe and Its *Occupancy* Has Been Prohibited by the *Code Official*." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

[A] 109.2 Temporary safeguards.

Notwithstanding other provisions of this code, whenever, in the opinion of the *code official*, there is *imminent danger* due to an unsafe condition, the *code official* may order the necessary work to be done to temporarily secure the structure, including the boarding up of openings, to render such structure temporarily safe ~~whether or not the legal procedure herein described has been instituted;~~ and shall cause such other action to be taken as the *code official* deems necessary to meet such emergency; provided the structure is unoccupied or is occupied only by persons who do not have a right of possession to the building. Before the 11th day after the date the structure is secured, notice shall be provided in accordance with section 107.

[A] 109.3 Closing streets.

When necessary for public safety, the *code official* shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, *public ways* and places adjacent to unsafe structures, and prohibit the same from being utilized.

[A] 109.4 Emergency repairs.

For the purposes of this section, the *code official* shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

[A] 109.5 Costs of emergency repairs.

Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the *owner* or *owner's authorized agent* of the *premises* where the *unsafe structure* is or was located for the recovery of such costs.

[A] 109.6 Hearing.

Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon written request ~~petition~~ directed to the appeals board within 30 days after the date the *City* secures the building, be afforded a hearing as described in this code within 20 days after the date the request is filed.

SECTION 110 DEMOLITION

[A] 110.1 General.

The *code official* shall order the *owner* or *owner's authorized agent* of any *premises* upon which

is located any structure, which in the *code official's* or *owner's authorized agent* judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the *owner's* option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the *code official* shall order the *owner* or *owner's authorized agent* to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless *approved* by the building official.

[A] 110.2 Notices and orders.

Notices and orders shall comply with Section 107.

[A] 110.3 Failure to comply.

If the *owner* of a *premises* or *owner's authorized agent* fails to comply with a demolition order within the time prescribed, the *code official*, after approval of the governing body of the *City*, shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

[A] 110.4 Salvage materials.

When any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

SECTION 111 MEANS OF APPEAL AND PUBLIC HEARINGS

[A] 111.1 Application for appeal and public hearings.

Any person directly affected by a decision of the *code official* (including any decision of the *fire marshal of the Memorial Villages Fire Department* made in reference to a provision of this code or the *fire code*) or a notice or order issued under this code shall have the right to appeal to the ~~board of appeals~~ city council, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served, except as otherwise provided by section 109 for appeals of emergency repairs or other action taken under section 109. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means. An application for appeal under section 111.1 is an administrative remedy and shall not preclude an appeal for court review of an order by the *board of appeals* or municipal court in accordance with section 111.7.

~~**[A] 111.2 Membership of board.**~~

~~The board of appeals shall consist of not less than three members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The *code official* shall be an ex-officio member but shall have no vote on any~~

matter before the board. The board shall be appointed by the chief appointing authority, and shall serve staggered and overlapping terms.

~~[A] 111.2.1 Alternate members.~~

~~The chief appointing authority shall appoint not less than two alternate members who shall be called by the board chairman to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership.~~

~~[A] 111.2.2 Chairman.~~

~~The board shall annually select one of its members to serve as chairman.~~

~~[A] 111.2.3 Disqualification of member.~~

~~A member shall not hear an appeal in which that member has a personal, professional or financial interest.~~

~~[A] 111.2.4 Secretary.~~

~~The chief administrative officer shall designate a qualified person to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the office of the chief administrative officer.~~

~~[A] 111.2.5 Compensation of members.~~

~~Compensation of members shall be determined by law.~~

[A] 111.3 Notice of meeting.

The jurisdiction City may, but is not required to, hold additional public hearings as part of the procedure for the abatement of *unsafe structures* prescribed in section 108.1.6. Notice of such additional public hearings shall be sent to the *owner* in accordance with section 107.

[A] 111.4 Open hearing.

Hearings before the board shall be subject to the Open Meetings Act. ~~open to the public. The appellant, the appellant's representative, the code official and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of a minimum of two thirds of the board membership.~~

[A] 111.4.1 Procedure.

The board City Council shall make available to the public through the secretary procedures, if any, under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.

[A] 111.5 Postponed hearing.

~~When the full board is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.~~

[A] 111.6 Board decision City Council decision.

~~The board shall modify or reverse the decision of the code official only by a concurring vote of a majority of the total number of appointed board members.~~

[A] 116.6.1 Records and copies.

~~The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the code official.~~

[A] 111.6.2 Administration.

The *code official* shall take immediate action in accordance with the decision of the board.

[A] 111.7 Court review.

Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law. ~~following the filing of the decision in the office of the chief administrative officer.~~ Appeals under this section must be filed in the district court within the county where the *unsafe structure* is located within 30 days of the date the order is issued by the *board of appeals* on municipal court.

[A] 111.8 Stays of enforcement.

Appeals of notice and orders (other than *Imminent Danger* notices) shall stay the enforcement of the notice and order until the appeal is heard by the ~~appeals board~~ or municipal court.

**SECTION 112
STOP WORK ORDER**

[A] 112.1 Authority.

Whenever the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

[A] 112.2 Issuance.

A stop work order shall be in writing and shall be given to the *owner* of the property, to the *owner's authorized agent*, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.


[A] 112.3 Emergencies.

Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

[A] 112.4 Failure to comply.

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than ~~{AMOUNT} dollars~~ or more than \$2,000.00 dollars per violation.

TO: The Honorable Mayor and Members of the City Council

FROM: Roger Nelson, City Administrator 

MEETING DATE: February 24, 2020

SUBJECT: Proposed Amendments to Chapter 30 of the Code of Ordinances

Agenda Item: 7

This agenda item calls for the City Council to consider Ordinance 20.02.24.C which will amend Chapter 30 of the Code of Ordinances by adopting the 2018 edition of the International Fire Code.

ORDINANCE 20.02.24.C

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF PINEY POINT VILLAGE, TEXAS, BY AMENDING CHAPTER 30, "FIRE PREVENTION AND PROTECTION", BY ADOPTING THE 2018 EDITION OF THE INTERNATIONAL FIRE CODE AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000; AND MAKING OTHER PROVISIONS RELATED TO THE SUBJECT.

BE IT ORDAINED BY THE CITY COUNCIL OF PINEY POINT VILLAGE, TEXAS:

Section 1. - The Code of Ordinances of the City of Piney Point Village, Texas, Chapter 30, Fire Prevention and Protection, Article II, Standards, is hereby amended to read as follows:

"ARTICLE II.- STANDARDS

Sec. 30-31. - Code adopted.

The International Fire Code, 2018 edition, including appendices A through G, as published by the International Code Council, an authentic copy of which has been filed with the city secretary, is hereby adopted and made a part of this Code of Ordinances.

Sec. 30-32.- Amendments to the International Fire Code.

- (a) Section 101.1 is amended by inserting "City of Piney Point Village, Texas."
- (b) Section 108 is amended to read as follows:

108. Appeal. Appeals of orders, decisions, or determinations made by the code official (including the building official, fire code official, Memorial Villages Fire Department Fire Marshal, or other designee of the City Council authorized to enforce this code within the City) in interpreting or applying this code shall be to the city council. The city council may obtain the assistance of persons who are qualified by experience and training on the particular subject under consideration.
- (c) Section 110 is deleted in its entirety and the penalty provision of City Code Section 30-34 shall apply to any violation of a provision of this code.
- (d) Section 307.1.1 is amended to read as follows:

307.1.1 Prohibited open burning. Open burning of rubbish, combustible vegetation, and other waste is prohibited.
- (e) Section 903.2 is amended to read as follows:

903.2 Where required. An automatic sprinkler system shall be installed in all new buildings and structures built for or to be utilized as one of the occupancy classifications defined by the International Fire Code and the International Residential Code. Provided however, automatic sprinkler installation shall not be required for additions to existing structures, to structures being renovated or remodeled, or to structures being restored as a result of damage or destruction, unless the cost of the addition, renovation or remodeling, or restoration exceeds fifty percent (50%) of the replacement cost of the structure subject to such

construction. For purposes of the foregoing with regard to residential structures only, the value of a subject structure shall be the greater of (i) \$300,000 or (ii) the appraised value of all improvements on the lot for ad valorem tax purposes as determined by the Harris County appraisal district, or its successor, for the year in question, except that if no value has been determined for such year, then it shall be the appraised value for the immediately preceding year.

- (f) Sections 903.2.1 through 903.2.12 of said code are hereby deleted.
- (g) Section 903.3 is amended to read as follows:
903.3 Installation requirements. Automatic sprinkler systems shall be designed and installed in accordance with sections 903.3.2 through 903.3.7.
- (h) Sections 903.3.1 through 903.3.1.3 are amended to provide as follows:
NFPA 13R and 13D automatic sprinkler systems shall not be allowed.
- (i) Section 905.3 is amended to read as follows:
905.3 Required installations. Standpipe systems shall be installed where required by sections 905.3.1 through 905.3.8 and this section. Standpipe systems are allowed to be combined with automatic sprinkler systems.
- (j) Section 907.2.3 is amended to read as follows:
907.3.2 Educational group E. Educational group E occupancies, including day nurseries, day care centers, and pre-school centers, having an occupancy load of six (6) or more persons shall be required to install an automatic fire alarm system to include an approved manual pull-down station. Each system shall incorporate smoke detection devices in each occupiable area, with all detectors interconnected in such a way that activation of any required detector shall automatically activate all detectors.
- (k) Section 5601.1.3 is amended by deleting all exceptions, including subsections 1-4.
- (l) Sections 5601.1.4 through 5601.8.1.4 are deleted.
- (m) Section 5605.1 is amended to read as follows:
5605.1 General. The manufacture, assembly and testing of explosives, ammunition, blasting agents and fireworks are prohibited.
- (n) Sections 5605.2 through 5605.9 are deleted.
- (o) Sections 5608.1 through 5608.10 are deleted.
- (p) Section 5704.2.9.6.1 is amended to read as follows:
5704.2.9.6.1 Locations where above-ground tanks are prohibited. Except as otherwise provided in this section, storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited within the city limits of the city. The fire marshal may approve temporary storage of Class I and Class II liquids in portable above-ground tanks at construction sites. Storage by political subdivisions of this state of diesel fuel in above-ground tanks enclosed in concrete is exempt from the provisions of this section.

Sec. 30-33. – Conflicts.

The codes adopted herein, as amended, the codes adopted in Chapter 10 of the City Code, as amended, and the city's zoning regulations shall be cumulative. To the extent there may exist any conflict or inconsistency between the terms of the city's zoning ordinance, as amended, and the codes adopted herein or in Chapter 10 of the City Code, the more restrictive of the two provisions shall prevail and shall be interpreted and enforced

according to its own terms. In the event of an irreconcilable conflict with any provision of state law intended to preempt local ordinances, the state law provision shall prevail.

Sec. 30-34. - Penalty for violation of article.

Any person who shall violate or cause to be violated any provision of this article, including a provision of a code adopted by this article, or who shall fail to comply with any of the requirements of this article or any code adopted by this article, shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished as provided in section 1-11 of the City Code. Each such person shall be deemed guilty of a separate offense for each violation and for each day during which any violation is committed or continued.

Sec. 30-35. -Opening fire hydrants.

- (a) No person other than members of the village fire department, police officers, or employees of the Memorial Villages Water Authority shall open any fire hydrant or draw water therefrom, or attempt to open any such hydrant or draw water therefrom, or in any other manner interfere with any such hydrant.
- (b) Any person who shall violate any of the provisions of this section shall be guilty of a misdemeanor, and upon conviction shall be fined as provided in section 1-11

Sec. 30-36. - Equipment required in child care centers.

- (a) Buildings used for purposes classified as day nurseries, day care centers, and preschool training centers occupancy with an occupant load of five or more children shall be equipped with a UL-217 products of combustion detector in each occupiable area. All such detectors shall be interconnected in such a way that activation of any detector required for the occupancy shall automatically activate all detectors.
- (b) In all cases at least one extinguisher shall be present at all times. When the extinguisher must be removed for maintenance, either spare or loaned extinguishers shall be placed in the prescribed location.
- (c) All adult staff members shall have a working knowledge of how to operate the extinguishers on the premises and shall have completed an approved training course in fire prevention practices and evacuation procedures.”

Section 2. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Piney Point Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or

more parts.

Section 3. All ordinances and parts of ordinance in conflict herewith are, only to the extent of such conflict, hereby repealed; provided, however, this ordinance shall not repeal any portion of the City's zoning regulations.

Section 4. This Ordinance shall take effect immediately from and after its passage and publication of the caption hereof, as provided by law.

PASSED, APPROVED, AND ADOPTED on first and final reading this 24th day of February, 2020.

Mark Kobelan, Mayor

ATTEST:

Karen Farris, City Secretary

TO: The Honorable Mayor and Members of the City Council

FROM: Roger Nelson, City Administrator 

MEETING DATE: February 24, 2020

SUBJECT: Garage Sale Ordinance 20.02.24.D

Agenda Item: 8

This agenda item calls for the City Council to consider an Ordinance clarifying that Garage Sales, Estate Sales and Auction Sales are not permitted in the City of Piney Point Village.

ORDINANCE 20.02.24.D

AN ORDINANCE AMENDING ARTICLE I OF CHAPTER 14 OF THE CODE OF ORDINANCES OF THE CITY OF PINEY POINT VILLAGE, TEXAS, BY ADDING A NEW SECTION 14-1 AND 14-2, ESTABLISHING A DEFINITION FOR A GARAGE, ESTATE OR AUCTION SALE AND PROHIBITING SUCH SALES, RESPECTIVELY; PROVIDING FOR OTHER MATTERS RELATED TO THE SUBJECT; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION; AND PROVIDING FOR SEVERABILITY.

* * * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE, TEXAS:

Section 1. That a new Section 14-1 and 14-2 be added to Article I of Chapter 14 to provide as follows:

“Article I. – In General

Sec. 14-1 – Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Garage, estate or auction sale shall each mean the sale, or offering for sale, to the general public or by private invitation, of three or more items of personal property from a building, accessory building, structure or premises designed, used or intended to be used or zoned for residential purposes.

Sec. 14-2. – Prohibited

It shall be unlawful for any person to conduct or permit to be conducted, on any premises under his control, a garage, estate or auction sale within the corporate limits of the city.”

Section 2. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence violates any provision of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each

day of violation shall constitute a separate offense.

Section 3. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Piney Point Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 4. All ordinances and parts of ordinance in conflict herewith are, to the extent of such conflict, hereby repealed.

PASSED, APPROVED, AND ADOPTED on first and final reading this 24th day of February, 2020.

Mark Kobelan
Mayor

ATTEST:

Karen Farris
City Secretary

TO: The Honorable Mayor and Members of the City Council

FROM: Roger Nelson, City Administrator



MEETING DATE: February 24, 2020

SUBJECT: Investment Policy Review

Agenda Item: 9

This agenda items calls for the City Council to review the current Investment Policy. The Council is required to review the policy on an annual basis.

CITY OF PINEY POINT VILLAGE, TEXAS

PUBLIC FUNDS MANAGEMENT & INVESTMENT POLICY

PURPOSE

This Policy defines the parameters for authorized and approved investment and related management of all public funds of the City of Piney Point Village. The intent is not to effect each investment decision or transaction by policy, but rather to establish guidelines of acceptability and prudence under which such activity can be efficiently implemented by authorized personnel. Notwithstanding any contrary provision set forth therein, the Public Funds Investment Act of Texas "(PFIA)" shall apply to all matters addressed by this Policy.

Approved investment instruments, strategies, and securities dealer counter parties will be outlined, and authorization to effect transactions on behalf of the City of Piney Point Village will be delineated. This Policy is intended to supplement general financial operations carried out under the auspices of any investment contract or agreement, and any such contract or agreement must accommodate implementation of and compliance with this Policy. This Policy applies to all investment activities of the City of Piney Point Village.

INVESTMENT COMMITTEE

The City Council hereby creates an Investment Committee composed of two Aldermen to be appointed by the Mayor and confirmed by the City Council and the current City Administrator who serves as the City Treasurer. These individuals shall be qualified to serve as investment officers under the PFIA. Such Committee shall be authorized to act under this policy in the capacity of the Investment Committee for Piney Point Village. The Investment Committee Chairman shall be the current City Administrator pursuant to this policy and the PFIA. The Committee shall meet upon the call of the Mayor or any two (2) of its members. A majority of the Committee shall constitute a quorum; all decisions of the Committee regarding the investment of any of the City's funds shall require the affirmative vote of a majority of the Committee's members.

On or before the thirtieth (30th) day following the expiration of each calendar quarter, the Investment Committee shall make a detailed report, in writing, to the City Council reflecting the status (invested or un-invested) of all funds of the City as of the last day of the immediately preceding calendar quarter. With respect to invested funds, such report shall reflect, but shall not necessarily be limited to, the date, amount, and specific character of each investment, the scheduled maturity, if any, thereof, the guaranteed or anticipated annualized rate of return thereon, and such additional information as the City Council may direct or as may be required under the "Reporting" provisions of this Policy and in compliance with the PFIA and include:

1. a listing of individual securities held at the end of the reporting period

2. average weighted yield to maturity of the portfolio of city investments as compared to applicable benchmarks
3. listing of investments by maturity date and by type of asset
4. percentage of the total portfolio by type of asset.

The City Council shall be the final arbiter of all decisions regarding the investment of City funds. It shall have the authority (1) to overrule or override any decision of the Investment Committee relating to the investment or noninvestment of funds; (2) to determine what funds, by category and amount, shall or shall not be invested; and (3) with respect to invested or to be invested funds, to direct the amount, time, mode, and type of their investment in any manner permitted by law and this Policy.

OBJECTIVE

Public funds management should primarily emphasize safety of principal and liquidity, while seeking to maximize income derived from the investment of all available funds. This may be accomplished under the auspices of this Policy, the investment contract or agreement, or any combined utilization of the two. General, idle or un-invested funds should be held to minimum amounts necessary to meet immediate operating disbursement requirements.

AUTHORIZED INVESTMENTS

Funds may be invested only as authorized under the current PFIA or any subsequent enabling legislation. Securities approved for purchase, sale and investment by the Policy include:

- (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities;
- (2) direct obligations of this state or its agencies and instrumentalities;
- (3) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state of the United States or their respective agencies and instrumentalities;
- (4) a certificate of deposit or share certificate if the certificate satisfied the requirements of §2256.010 of the PFIA;
- (5) a fully collateralized repurchase agreement if the repurchase agreement satisfies the requirements of §2256.011 of the PFIA;
- (6) a bankers' acceptance if the bankers' acceptance satisfies the requirements of §2256.012 of the PFIA;

- (7) a commercial paper if the commercial paper satisfies the requirements of §2256.013 of the PFIA;
- (8) a non-load money market mutual fund if the mutual fund satisfies the requirements of §2256.014 of the PFIA;
- (9) investments made through an eligible investment pool if the City Council by resolution authorized investment in the particular pool and the particular pool satisfies the requirements of §2256.016 of the PFIA;
- (10) invest public funds of the City with:
 - Amegy Investments, Inc.
 - Amegy Bank
 - TexPool
 - Texas Class
 - Robert W. Baird & Co.
 - Duncan-Williams, Inc., Investment Bankers

REPORTING

The Investment Committee is charged with maintaining thorough and timely documentation of all investments purchased, sold, and held to satisfy accounting, audit, regulatory, custody, and other requirements as stipulated by applicable regulations and general internal policy. The Investment Committee shall provide quarterly reports to the City Council and such reports shall comply with the PFIA.

CUSTODY

All investments must be held by the depository bank or other designated third-party custodian. All investment transactions must be made on a “delivery versus payment” and “receipt versus payment” basis at the designated custodian. Under no circumstances may funds or securities be released to any counter-party without approved third-party control and assurance of performance. All transactions must be evidenced by counter-party confirmation and custody receipts.

MARKET RISK

Investments must be made in eligible securities with a maturity date occurring on or before the date the funds invested are required to be available. Acknowledging that future availability dates cannot always be prognosticated with total certainty, any security purchased must have sufficient liquidity characteristics to assure that sale prior to stated maturity would result in no material loss of principal or interest. Under no circumstances may public funds be invested in securities whose maturity or other characteristics are such that acquisition thereof would entail any speculation as to future market value for liquidation. **Weighted Average Maturity for a Pooled Fund Group:** The weighted

average maturity will be 365 days or less. This dollar-weighted average maturity will be calculated using the stated final maturity dates of each security.

STANDARD OF CARE

Investments shall be made with the exercise of that degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived.

AUTHORIZED FIRMS


Securities transactions may be effected only with registered securities firms explicitly approved by name by the City Council.

AMENDMENTS

This Policy may be amended from time to time as conditions or prevailing law may require.

This Policy shall be reviewed and approved by the City Council of the City of Piney Point Village on an annual basis.

TO: The Honorable Mayor and Members of the City Council

FROM: Roger Nelson, City Administrator 

MEETING DATE: February 26, 2019

SUBJECT: Contract Renewal with DRC Emergency Services

Agenda Item: 10

This agenda item calls for the City Council to consider renewing the City's contract with DRC for disaster debris clearance and removal. DRC has served as the City of Piney Point Village's disaster debris hauler since 2013. There is no annual cost associated with this contract. A copy of the original contract is attached.



DRC Emergency Services, LLC
P.O. Box 17017, Galveston, TX 77552
TTY: 888-721-4DRC • Phone: 504-482-2848 • Fax: 504-482-2852
www.drcusa.com

February 13, 2020

Roger Nelson
City Administrator
City of Piney Point Village
7676 Woodway #300
Houston, TX 77063
713-230-8703

Re: Contract Extension between DRC Emergency Services and Piney Point, Texas for Disaster Debris Clearance and Removal

Dear Mr. Nelson:

The Piney Point Village contract is set to expire on February 26, 2020. DRC Emergency Services, LLC would like to take this opportunity to offer the Village an extension to the contract between DRC Emergency Services, LLC and the Piney Point, Texas for a period of one (1) year. The pricing, terms and conditions in the original contract will remain in effect for the duration of this contract expiring February 26, 2021.

If this offer of renewal is acceptable to you, please execute below and fax or email it to my attention to (504) 482-2852 or (lgarcia@drcusa.com). Also, if you have any questions, please feel free to contact me. I look forward to continuing our relationship with you and Piney Point, Texas.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa Garcia Walsh", written over the word "Sincerely,".

Lisa Garcia Walsh
Contracts Manager
Cell: (504)715-9052

Agreed and Accepted by:
Piney Point, Texas

Authorized Signature

Title

Date



DRC Emergency Services, LLC
P.O. Box 17017, Galveston, TX 77552
TTY: 888-721-4DRC • Phone: 504-482-2848 • Fax: 504-482-2852
www.drcusa.com

February 20, 2019

Roger Nelson
City Administrator
City of Piney Point Village
7676 Woodway #300
Houston, TX 77063
713-230-8703

Re: Contract Extension between DRC Emergency Services and Piney Point, Texas for Disaster Debris Clearance and Removal

Dear Mr. Nelson:

The Piney Point Village contract is set to expire on August 31, 2018. DRC Emergency Services, LLC would like to take this opportunity to offer the Village an extension to the contract between DRC Emergency Services, LLC and the Piney Point, Texas for a period of one (1) year. The pricing, terms and conditions in the original contract will remain in effect for the duration of this contract expiring February 26, 2020.

If this offer of renewal is acceptable to you, please execute below and fax or email it to my attention to (504) 482-2852 or (lgarcia@drcusa.com). Also, if you have any questions, please feel free to contact me. I look forward to continuing our relationship with you and Piney Point, Texas.

Sincerely,

Lisa Garcia Walsh
Contracts Manager
Cell: (504)715-9052

Agreed and Accepted by:
Piney Point, Texas

Authorized Signature

Title

Date



Striking Back.

P.O. Box 17017, Galveston, TX 77552

TTY: 888-721-4DRC • Phone: 504-482-2848 • Fax: 504-482-2852

www.drcusa.com

DRC Contact List

DRC Corporate Address:

**P.O. Box 17017
Galveston, TX 77558**

DRC Mailing Address:

**6258 Marshall Foch Street
New Orleans, LA 70124**

Primary Contact:

**Paul Begnaud
Regional Manager
DRC Emergency Services, LLC
Email: pbegnaud@drcusa.com
Cell: 409-750-1771**

DRC Physical Address:

**13 Evia Main
Galveston, TX 77554
Office: 888.721.4372**

Additional DRC Contacts:

**Lisa Garcia
Contract Manager
DRC Emergency Services, LLC
Email: lgarcia@drcusa.com
Office: 504.482.2848
Cell: 504.715.9052**

**Kristy Fuentes
Vice President
Operations Administration &
Compliance
DRC Emergency Services, LLC
Email: kfuentes@drcusa.com
Office: 504.482.2848
Cell: 504.220.7682**

**Mark Stafford
Vice President Response and Recovery
DRC Emergency Services, LLC
Email: mstafford@drcusa.com
Office: 504.482.2848
Cell: 804.415.7945**

**Joe Newman
Vice President of Operations
DRC Emergency Services, LLC
Email: jnewman@drcusa.com
Cell: 214.930.9300**

**John Sullivan
President
Email: jsullivan@drcusa.com
Office: 504-482-2848
Cell: 832.731.8234**

**Kurt Thormahlen
General Manager
Email: kthormahlen@drcusa.com
Office: 504.482.2848
Cell: 713.253.8878**

**MASTER
AGREEMENT FOR SERVICES
BETWEEN
CITY OF PINEY POINT VILLAGE, TEXAS
AND
DRC EMERGENCY SERVICES, LLC**

Contract Number: _____

11/11/2014 10:00:00 AM

Services Agreement

This AGREEMENT is between the City of Pines Point Village, Texas, (hereinafter referred to as GOVERNMENT) and DRC Emergency Services, LLC, (hereinafter referred to as CONTRACTOR). The GOVERNMENT requires certain services, and CONTRACTOR is prepared to provide such services as are agreed to in this document.

The parties agree as follows:

ARTICLE 1 - EFFECTIVE DATE/TERM

The effective date of this AGREEMENT shall be _____.

It is agreed and understood between the parties hereto that this is a prepositioned contract which shall remain in effect for a one (1) year period, unless otherwise terminated as provided herein. This agreement may be extended for two additional one (1) year periods, if agreed by the parties at least thirty (30) days prior to the expiration of the applicable period.

ARTICLE 2 - SERVICES TO BE PERFORMED:

CONTRACTOR shall perform the services as stated in the Request for Proposal and the CONTRACTOR'S Response attached to this document, AND as may be specifically authorized by the GOVERNMENT. Such authorizations will be referred to as Task Orders. Each Task Order will set forth a specific scope of services, rate/amount of compensation, estimated completion date, and other pertinent details of the task being authorized.

ARTICLE 3 - COMPENSATION

GOVERNMENT shall pay CONTRACTOR in accordance with the Fee Schedule, which is attached hereto and incorporated by reference as part of this AGREEMENT. If needed, compensation may be negotiated as a not-to-exceed amount for any Task Order containing a task covered by the scope of work of this AGREEMENT, but to which the Fee Schedule cannot readily be applied.

CONTRACTOR may submit weekly or semi-monthly invoices for services rendered. Invoices must reference the Task Order number. CONTRACTOR shall submit invoices on a regular basis and in no instance, for more than a thirty (30) day period. CONTRACTOR shall be paid within ten (10) days of submitting a complete invoice. If there are any items in dispute, CONTRACTOR will be paid for those items not in dispute, and disputed items will be resolved within 45 days, and paid within 10 days of resolution. Disputed items must be submitted to CONTRACTOR within ten (10) days of the receipt of the invoices.

Payment of CONTRACTOR by GOVERNMENT is not contingent upon the GOVERNMENT being reimbursed by any Federal or State agency. Payment to CONTRACTOR will be made for any work directed by the GOVERNMENT.

Payment will be made to DRC Emergency Services, LLC, 740 Museum Drive, Mobile, AL 36608. In order for both parties to this AGREEMENT to close their books and records, CONTRACTOR will clearly state "Final Invoice" on CONTRACTOR'S final/last billing to the GOVERNMENT.

ARTICLE 4- INSURANCE

CONTRACTOR shall maintain the following insurance limits:

Worker's Compensation - Statutory Limits (\$100,000) of the State of Alabama;

General Liability - One Million Dollars (\$1,000,000) any single occurrence;

Contractor's Vehicle Insurance - (\$500,000)

Pollution Liability Insurance - (\$1,000,000)

CONTRACTOR shall provide GOVERNMENT a Certificate of Insurance evidencing such coverage.

ARTICLE 5 - SURVIVAL

Upon completion of all services, obligations and duties provided for in this AGREEMENT, or in the event of termination of this AGREEMENT for any reason, the terms and conditions of this AGREEMENT shall survive.

ARTICLE 6 - INDEMNIFICATION

To the extent permitted by law, GOVERNMENT agrees to protect, defend, indemnify, and hold harmless CONTRACTOR, its employees and representatives from any and all claims and liabilities for which CONTRACTOR, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any acts or omissions of the GOVERNMENT, its employees, or agents, arising out of or connected with this AGREEMENT. The GOVERNMENT shall not be required to indemnify CONTRACTOR or its agents, employees, or representatives, when an occurrence results from the wrongful acts or omissions of CONTRACTOR, or its agents, employees or representatives.

ARTICLE 7 - SUBCONTRACTING

It is understood that CONTRACTOR may use its own forces and those of subcontractors and consultants as required to perform the work. When subcontracting, CONTRACTOR will attempt to locate qualified local companies and individuals, in accordance with the Robert T. Stafford Act and local ordinances.

ARTICLE 8 - FEDERAL AND STATE TAXES

The GOVERNMENT is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the GOVERNMENT will provide an exemption certificate to CONTRACTOR.

ARTICLE 9 - GOVERNMENT'S RESPONSIBILITIES

GOVERNMENT shall be responsible for providing access to all project sites, and providing information required by CONTRACTOR that is available in the files of the GOVERNMENT to assist CONTRACTOR in completing any assigned tasks. GOVERNMENT is responsible for assisting in obtaining any permits for CONTRACTOR to complete any Task Order assigned.

ARTICLE 10 -- TERMINATION OF AGREEMENT

This AGREEMENT may be cancelled by either party with cause upon seven (7) days written notice after the defaulting party has failed to cure, or begin curing, the defective performance and without cause (i.e., for convenience) upon thirty (30) days written notice.

ARTICLE 11 -- UNCONTROLLABLE FORCES (FORCE MAJURE)

Neither the GOVERNMENT nor CONTRACTOR shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. This term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this AGREEMENT, and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, economic dislocations, and governmental actions. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this AGREEMENT.

ARTICLE 12 -- NON-DISCRIMINATION

CONTRACTOR treats all of its employees equally without regard to race, color, religion, gender, age or national origin.

ARTICLE 13 -- SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of the AGREEMENT, or the occurrence of any event rendering any portion or provision of this AGREEMENT void, shall in no way affect the validity or enforceability of any other portion or provision of the AGREEMENT. Any void provision shall be deemed severed from the AGREEMENT and the balance of the AGREEMENT shall be construed and enforced as if the AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to reform the AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire AGREEMENT from being void should a provision which is of the essence of the AGREEMENT be determined to be void.

ARTICLE 14 -- ENTIRETY OF AGREEMENT

The GOVERNMENT and CONTRACTOR agree that this AGREEMENT sets forth the entire AGREEMENT between the parties, and that there are no promises or understandings other than those state herein. This AGREEMENT supersedes all prior contracts, representations, negotiations, letters or other communications between the GOVERNMENT and CONTRACTOR pertaining to the services, whether written or oral. None of the provisions, terms and conditions contained in this AGREEMENT may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

ARTICLE 15 – MODIFICATION

The AGREEMENT may be modified in writing by Amendment executed by both GOVERNMENT and CONTRACTOR.

ARTICLE 16 – SUCCESSORS AND ASSIGNS

GOVERNMENT and CONTRACTOR bind themselves and their partners, successors, assigns and legal representatives to this AGREEMENT. CONTRACTOR shall not assign this AGREEMENT without the express written approval of the GOVERNMENT.

ARTICLE 17 – NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To GOVERNMENT

City of Piney Point
16716 Woodway #300
Houston, TX 77063
(Attn: City Administrator)

As To CONTRACTOR

DRC EMERGENCY SERVICES, LLC
740 Museum Dr.
Mobile, AL 36608
(Attn: Robert J. Isakson)

ARTICLE 18 – ESCALATION CLAUSE

All unit prices and/or price schedules shall be deemed automatically adjusted annually based on the U.S. Department of Labor published Consumer Price Index for all Urban Consumers, utilizing the "transportation" category.

ARTICLE 19 – TASK ORDER/PERFORMANCE

Task Orders shall be executed bilaterally and the scope of work and format of Task Order shall be mutually agreed to by CONTRACTOR and GOVERNMENT.

ARTICLE 20 – DISPUTE RESOLUTION

Disputes between the GOVERNMENT and the CONTRACTOR shall first be mediated. The parties hereto agree that this transaction involves interstate commerce, and that any controversy, claim, complaint or disputes that may arise between the parties, their affiliates, subsidiaries, agents, servants or employees, is to be settled exclusively by binding arbitration except where otherwise specifically provided herein. The provisions of this paragraph shall be strictly adhered to during the term of this agreement and after termination. The parties hereto agree that all disputes, claims or controversies of any kind or nature arising between the parties or arising from or relating to this contract or the relationships which result from this contract, including, but not limited to, all controversies relating to the existence, construction, performance, enforcement or breach of the contract, claims against a party's bond, or tort claims shall first be addressed by binding arbitration. It is the intent of the parties that these provisions shall apply to all controversies to the fullest extent. Any party desiring to initiate arbitration shall

do so by making written demand therefore on the other party at the address set forth in this Contract. Said demand shall contain a statement setting forth the nature of the dispute, the remedy sought and shall designate the name of an arbitrator. The responding party shall file a response within fifteen (15) days setting forth any counterclaim and naming an arbitrator. The two (2) designated arbitrators shall choose a third neutral arbitrator. The party appointed arbitrators may be non-neutral and are not required to make disclosures involving impartiality or independence. In the event the two arbitrators cannot agree upon a third arbitrator, the parties shall apply to the American Arbitration Association for appointment for the third arbitrator. In all other respects, the parties and arbitrators shall be guided by the rules and procedures of the Commercial Rules of the American Arbitration Association. The arbitration shall take place in Harris County, Texas and the parties consent to the jurisdiction and venue of Harris County, Texas (State or Federal) courts to enter an order compelling arbitration. Furthermore, in all events no party shall be liable for indirect, special, consequential, damages or loss of anticipated profits. The laws of Texas shall apply. Both parties have the right to seek any other legal recourse or commence any other legal action that may be available at law.

ARTICLE 21 - BOND

Upon issuance of a Notice to Proceed or Task Order, CONTRACTOR will provide a performance bond in favor of the GOVERNMENT, in the amount of the value of the work as reasonably estimated and determined by the parties, with a good and solvent surety company which is licensed and doing business in the State of where the work is to be performed.

CONTRACTOR shall provide a safe working environment including, but not limited to, properly constructed monitoring towers.

In Witness whereof, GOVERNMENT, and DRC Emergency Services, LLC have executed this AGREEMENT all as of the day and year.

GOVERNMENT

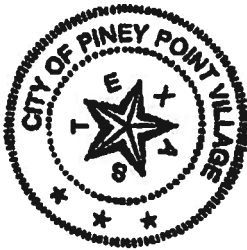
By: F. Lex Butler
Its: Mayor
Signature: F. Lex Butler

Witness: City Secretary
Name: Amanda Davapor

DRC Emergency Services, LLC

By: Mark Stafford
Its: Chief Operating Officer
Signature: Mark Stafford

Witness: Spill Callaway
Name: Spill Callaway



H-GAC Standard Pricing Worksheet

End User: [Enter Client Name]

Date: 06/28/2012

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE			
1. ROW Vegetative Debris Removal (Collect & Haul) Work consists of collection and transportation of eligible vegetative debris on the ROW to an approved TDSRS or other designated disposal facility.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 6.88	142,600	\$ 980,400.00
2. ROW CAD Debris Removal (Collect & Haul) Work consists of collection and transportation of eligible CAD debris on the ROW to an approved TDSRS or other designated disposal facility.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 7.42	47,600	\$ 382,480.00
3. Demolition, Removal and Transport of Eligible Structures Work consists of all labor, equipment, fuel, and associated costs necessary to demolish structures on private property.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 24.82	100	\$ 2,482.00
4. TDSRS Management and Operations Work consists of the management and operation of TDSRS for acceptance, management, segregation, and staging of disaster related debris.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 0.60	190,000	\$ 114,000.00
5. Reduction of Storm Generated Debris Through Grinding Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through grinding.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 1.75	95,000	\$ 167,500.00
6. Reduction of Storm Generated Debris Through Air Curtain Incineration Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through air curtain incineration.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 0.92	47,600	\$ 43,700.00
7. Reduction of Storm Generated Debris Through Controlled Open Burning Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through controlled open burning.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 0.68	47,600	\$ 32,300.00
8. Haul-out of Reduced Debris to Final Disposal Site Work consists of loading and transporting reduced debris at an approved TDSRS to a final disposal facility.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 4.00	27,550	\$ 110,200.00

Contractor | EU Client

H-GAC Standard Pricing Worksheet

End User: [Enter Client Name]

Date: 08/28/2012

Notes:
[Enter notes as applicable or None]

Contractor | EU Client

Page 2 of 4

End User: [Enter Client Name]

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (Continued)

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (Continued)			
9. Removal of Eligible Hazardous Leaning Trees and Hanging Limbs			
Work consists of removing eligible hazardous leaning or hanging limbs and placing them on the ROW for haul-off.			
	\$ Per Tree	Estimated Trees	Total
6 inch to 12 inch diameter		0	\$180.00
13 inch to 24 inch diameter	\$200.00	17	\$1,700.00
25 inch to 36 inch diameter	\$200.00	8	\$1,600.00
37 inch to 48 inch diameter	\$200.00	1	\$200.00
49 inch and larger diameter	\$400.00	0	\$0.00
Hanger Removal (per Tree)	\$92.00	1,414	\$67,688.00
10. Removal of Eligible Hazardous Stumps			
Work consists of removing eligible hazardous stumps and transporting them to an approved TDSRS or other designated disposal facility.			
	\$ Per Stump	Estimated Stumps	Total
24 inch to 36 inch diameter	\$200.00	4	\$800.00
37 inch to 48 inch diameter	\$400.00	0	\$0.00
49 inch and larger diameter	\$500.00	0	\$0.00
11. Abandoned Eligible Vehicle Removal			
Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the applicant and subsequently transported to an approved staging area.			
	\$ Per Unit	Estimated Units	Total
	\$50.00	50	\$2,500.00
12. Abandoned Eligible Vessel Removal			
Work consists of the removal of abandoned vessels in areas identified and approved by the applicant and subsequently transported to an approved staging area.			
	\$ Per Unit	Estimated Units	Total
	\$200.00	50	\$10,000.00
13. Eligible Animal Carcasses Removal and Disposal			
Work consists of the removal of eligible animal carcasses in areas identified and approved by the applicant and subsequently transported to an approved staging area.			
	\$ Per Unit	Estimated Units	Total
	\$5.00	100	\$500.00
14. ROW White Goods Debris Removal (Collect & Haul)			
Work consists of all labor, equipment, fuel, and associated costs necessary for removal, transportation, and disposal of eligible White Goods.			
	\$ Per Cubic Yard	Estimated CY	Total
	\$20.00	100	\$2,000.00
15. Freon Removal (Collect & Haul)			
Work consists of all labor, equipment, fuel, and associated costs necessary for recovery and disposal of Freon			
	\$ Per Cubic Yard	Estimated CY	Total

Contractor | EU Client

H-GAC Standard Pricing Worksheet

Date: 06/26/2012

End User: [Enter Client Name]

from eligible items containing refrigerants.			
	\$40.00	25	\$1,000.00
Total Estimated Contract Price			
(Total Price in words: One Million Nine Hundred Eleven Thousand Four Hundred Ten Dollars and No Cents)		\$	1,911,410.00

Notes:
Final disposal fees shall be billed to the city at cost

- Auxiliary Services:**
- Emergency Road Clearance
 - Right of Way (ROW) Vegetative Debris Removal
 - ROW Construction and Demolition Debris (C&D) Removal
 - Temporary Debris Storage and Reduction Sites (TDSRS) Management and Operations
 - Grinding (Reduction of Storm Generated Debris)
 - Incineration (Reduction of Storm Generated Debris)
 - Haul-Out of Reduced Debris to Final Disposal Site
 - Removal of Hazardous Leaning Trees and Hanging Limbs
 - Removal of Hazardous Stumps

Contractor | EU Client

TO: Members of the City Council

FROM: Mark Kobelan, Mayor

MEETING DATE: February 24, 2020

SUBJECT: Mayor's Report

Agenda Item: 11

- Update on Beautification Projects

TO: The Honorable Mayor and Members of the City Council

FROM: Roger Nelson, City Administrator



MEETING DATE: February 24, 2020

SUBJECT: City Administrator's Report

Agenda Item: 12

- January 2020 Financials
- Workshop – March 3rd

**PINEY POINT VILLAGE
PROPERTY TAX REVENUE SUMMARY FOR BUDGET YEAR 2019**

MONTH	2018 BUDGET YEAR		2019 BUDGET YEAR		2020 BUDGET YEAR		TEX POOL DEPOSITS		CHECKED
	M/O	I/S	M/O	I/S	M/O	I/S	M/O	I/S	
Oct-18	\$ 73.29	\$ 33.57	\$ 169,362.64	\$ 46,693.25			\$ 169,435.93	\$ 46,726.82	YES
Nov-18	\$ 6,007.80	\$ 1,603.46	\$ 315,853.32	\$ 87,080.80			\$ 321,861.12	\$ 88,684.26	YES
Dec-18	\$ (563.21)	\$ (157.78)	\$ 1,040,588.06	\$ 286,888.84			\$ 1,040,024.85	\$ 286,731.06	YES
Jan-19			\$ 2,230,699.35	\$ 614,811.11			\$ 2,230,699.35	\$ 614,811.11	YES
Feb-19			\$ 1,282,976.22	\$ 350,954.06			\$ 1,282,976.22	\$ 350,954.06	YES
Mar-19			\$ 77,210.38	\$ 21,343.13			\$ 77,210.38	\$ 21,343.13	YES
Apr-19			\$ 65,948.82	\$ 18,182.10			\$ 65,948.82	\$ 18,182.10	YES
May-19			\$ 45,428.66	\$ 12,500.03			\$ 45,428.66	\$ 12,500.03	YES
Jun-19			\$ 34,683.59	\$ 9,574.66			\$ 34,683.59	\$ 9,574.66	YES
Jul-19			\$ 37,051.83	\$ 10,215.20			\$ 37,051.83	\$ 10,215.20	YES
Aug-19			\$ 32,935.37	\$ 9,080.90			\$ 32,935.37	\$ 9,080.90	YES
Sep-19			\$ 1,813.38	\$ 499.95			\$ 1,813.38	\$ 499.95	YES
Oct-19			\$ (7,389.88)	\$ (2,012.76)	\$ 14,762.78	\$ 3,930.82	\$ 7,372.90	\$ 1,918.06	YES
Nov-19			\$ (1,276.49)	\$ (347.09)	\$ 72,201.87	\$ 19,224.93	\$ 70,925.38	\$ 18,877.84	YES
Dec-19			\$ 141.57	\$ 39.04	\$ 1,299,980.78	\$ 346,140.26	\$ 1,300,122.35	\$ 346,179.30	YES
TOTALS	\$ 5,517.88	\$ 1,479.25	\$ 5,326,026.82	\$ 1,465,503.22	\$ 1,386,945.43	\$ 369,296.01	\$ 6,718,490.13	\$ 1,836,278.48	
2019 COMBINED TOTAL TAX REVENUE:			\$ 6,791,530.04						

The dollar amounts for OCT, NOV and DEC 2018 shown above in red need to be added to the JAN 2019 revenues to match the 2019 budget:

Jan-19	\$ 3,756,503.37	\$ 1,035,474.00
---------------	------------------------	------------------------

**PINEY POINT VILLAGE
PROPERTY TAX REVENUE SUMMARY FOR BUDGET YEAR 2020**

MONTH	2019 BUDGET YEAR		2020 BUDGET YEAR		2021 BUDGET YEAR		TEX POOL DEPOSITS		CHECKED
	M/O	I/S	M/O	I/S	M/O	I/S	M/O	I/S	
Oct-19	\$ (7,389.88)	\$ (2,012.76)	\$ 14,762.78	\$ 3,930.82			\$ 7,372.90	\$ 1,918.06	YES
Nov-19	\$ (1,276.49)	\$ (347.09)	\$ 72,201.87	\$ 19,224.93			\$ 70,925.38	\$ 18,877.84	YES
Dec-19	\$ 141.57	\$ 39.04	\$ 1,299,980.78	\$ 346,140.26			\$ 1,300,122.35	\$ 346,179.30	YES
Jan-20			\$ 2,282,704.24	\$ 607,787.46			\$ 2,282,704.24	\$ 607,787.46	YES
Feb-20							\$ -	\$ -	
Mar-20							\$ -	\$ -	
Apr-20							\$ -	\$ -	
May-20							\$ -	\$ -	
Jun-20							\$ -	\$ -	
Jul-20							\$ -	\$ -	
Aug-20							\$ -	\$ -	
Sep-20							\$ -	\$ -	
Oct-20							\$ -	\$ -	
Nov-20							\$ -	\$ -	
Dec-20							\$ -	\$ -	
TOTALS	\$ (8,524.80)	\$ (2,320.81)	\$ 3,669,649.67	\$ 977,083.47	\$ -	\$ -	\$ 3,661,124.87	\$ 974,762.66	
2020 COMBINED TOTAL TAX REVENUE:			\$ 4,646,733.14						

The dollar amounts for OCT, NOV and DEC 2019 shown above in red need to be added to the JAN 2020 revenues to match the 2020 budget.

Jan-20	\$ 3,669,649.67	\$ 977,083.47
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BALANCE SHEET

AS OF: JANUARY 31ST, 2020

10 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
<u>ASSETS</u>		
=====		
10-1100	Claim on Cash	2,434,772.89
10-1101	Cash- GF Texpool	4,084,706.00
10-1105	Cash with Amegy	0.00
10-1108	Cash with Agent	877,487.77
10-1120	Cash-Texas Class	2,731,244.78
10-1200	Accounts Receivable	0.00
10-1201	Sales Tax Receivable	16,820.98
10-1202	FEMA Reimbursement Receivable	0.00
10-1203	Property Tax receivable-PY	159,705.80
10-1204	Property Tax Receivable-CY	2,903,198.72
10-1205	Other Receivables	81,728.99
10-1209	A/R Willet	2,813.36
10-1301	Accrued Interest	0.00
10-1400	Prepaid Expenses	0.00
10-1507	Due from Debt Service Fund	0.00
10-1508	Due from Capital Projects Fund	0.00
10-1509	Due from Non-Major Fund	0.00
10-1510	Due from Metro Fund	0.00
10-1550	Due from Other Governments	8,353.83
10-1802	Street and Drainage System	0.00
		<u>13,300,833.12</u>

TOTAL ASSETS

13,300,833.12

=====

LIABILITIES

=====		
10-2001	Accounts Payable	4,819.53
10-2002	Other Accrued Liabilities	0.00
10-2005	Misc Payables	0.00
10-2051	Payroll Tax Payable	0.00
10-2052	Employee Insurance Payable	(2,718.59)
10-2062	TMRS Payable	(60.12)
10-2101	Property Tax Overpayments	0.00
10-2102	MC-Child Safety Fees Due	(28.50)
10-2103	MC-Bonds Due	0.00
10-2104	Due To - MC Technology	0.36
10-2105	Due To-MC Security	0.00
10-2106	Due To-State Comptroller	109,208.34
10-2107	Due To OMNI Base	3,447.81
10-2108	RESTITUTION	(270.00)
10-2110	Bond Payable - FAST	4,317.05
10-2111	Other Accrued Liabilities	0.00
10-2130	Deferred Revenue-Property Tax	159,705.80
10-2131	Other Deferred Revenue	78,142.42
10-2302	Due to State-CJ Fee	321.06
10-2303	Due To-Debt Service Fund	0.00
10-2402	Permit Deposits	0.00
10-2403	Drainage Deposit Payable	0.00
10-2404	Gas Meter Deposit	157,485.00

BALANCE SHEET

AS OF: JANUARY 31ST, 2020

10 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
10-2405	P&Z Deposit	0.00
10-2500	Accrued Wages	10,386.88
10-2501	Gordon Estate Bond	0.00
10-2601	Construction Retainage Payable	0.00
10-2701	Deferred Taxes	0.00
10-2702	Deferred Revenue-Alarm Fees	22,500.00
10-2703	Deferred Franchise Taxes	0.00
10-2704	Unearned Revenue-CY Prop Taxes	5,306,482.85
10-2801	General LT Debt-N/P	0.00
10-2802	GO Bonds Payable	0.00
	TOTAL LIABILITIES	<u>5,853,739.89</u>
EQUITY		
=====		
10-3000	Fund Balance	726,631.20
10-3003	Fund Balance	5,266,498.57
10-3900	Earnings	0.00
	TOTAL BEGINNING EQUITY	<u>5,993,129.77</u>
	TOTAL REVENUE	3,768,391.71
	TOTAL EXPENSES	<u>604,876.45</u>
	TOTAL REVENUE OVER/(UNDER) EXPENSES	<u>3,163,515.26</u>
	(WILL CLOSE TO FUND BAL.)	(1,709,551.80)
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>7,447,093.23</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.	<u>13,300,833.12</u>
		=====

CITY OF PINEY POINT VILLAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2020

10 -GENERAL FUND
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
TAXES	5,235,455.00	3,675,126.69	3,675,126.69	70.20	1,560,328.31
PERMITS & INSPECTIONS	367,900.00	41,121.30	41,121.30	11.18	326,778.70
COURT	142,000.00	11,792.87	11,792.87	8.30	130,207.13
INVESTMENT INCOME	150,000.00	10,159.46	10,159.46	6.77	139,840.54
AGENCIES & ALARMS	33,000.00	900.00	900.00	2.73	32,100.00
FRANCHISE REVENUE	398,000.00	29,291.39	29,291.39	7.36	368,708.61
DONATIONS & IN LIEU	235,500.00	0.00	0.00	0.00	235,500.00
TOTAL REVENUES	6,561,855.00	3,768,391.71	3,768,391.71	57.43	2,793,463.29
<u>EXPENDITURE SUMMARY</u>					
<u>PUBLIC SERVICE</u>					
COMMUNITY	10,000.00	0.00	0.00	0.00	10,000.00
POLICE	1,815,242.00	325,007.00	325,007.00	17.90	1,490,235.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
SANITATION COLLECTION	570,000.00	0.00	0.00	0.00	570,000.00
LIBRARY	1,500.00	0.00	0.00	0.00	1,500.00
STREET LIGHTING	12,000.00	1,005.07	1,005.07	8.38	10,994.93
FIRE	2,035,143.00	210,668.59	210,668.59	10.35	1,824,474.41
TOTAL PUBLIC SERVICE	4,443,885.00	536,680.66	536,680.66	12.08	3,907,204.34
<u>CONTRACT SERVICES</u>					
CONTRACT SERVICES	356,000.00	0.00	0.00	0.00	356,000.00
TOTAL CONTRACT SERVICES	356,000.00	0.00	0.00	0.00	356,000.00
<u>BUILDING</u>					
CONTRACT SERVICES	3,857.00	0.00	0.00	0.00	3,857.00
BUILDING SERVICES	149,500.00	0.00	0.00	0.00	149,500.00
ADMIN EXPENSE	4,193.00	15.53	15.53	0.37	4,177.47
OFFICE EXPENSE	3,157.00	39.99	39.99	1.27	3,117.01
WAGES & BENEFITS	128,307.00	0.00	0.00	0.00	128,307.00
INSURANCE	17,177.00	0.00	0.00	0.00	17,177.00
TOTAL BUILDING	306,191.00	55.52	55.52	0.02	306,135.48
<u>GENERAL GOVERNMENT</u>					
CONTRACT SERVICES	12,000.00	0.00	0.00	0.00	12,000.00
ADMIN EXPENSE	45,883.00	1,980.46	1,980.46	4.32	43,902.54
OFFICE EXPENSE	149,100.00	12,511.36	12,511.36	8.39	136,588.64
WAGES & BENEFITS	279,951.00	45,845.87	45,845.87	16.38	234,105.13
INSURANCE	29,116.00	0.00	0.00	0.00	29,116.00
TOTAL GENERAL GOVERNMENT	516,050.00	60,337.69	60,337.69	11.69	455,712.31

CITY OF PINEY POINT VILLAGE
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2020

10 -GENERAL FUND
 FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>MUNICIPAL COURT</u>					
CONTRACT SERVICES	0.00	0.00	0.00	0.00	0.00
ADMIN EXPENSE	5,536.00	0.00	0.00	0.00	5,536.00
OFFICE EXPENSE	4,564.00	94.99	94.99	2.08	4,469.01
WAGES & BENEFITS	104,511.00	0.00	0.00	0.00	104,511.00
INSURANCE	22,903.00	(234.11)	234.11	1.02-	23,137.11
COURT OPERATIONS	37,200.00	480.78	480.78	1.29	36,719.22
TOTAL MUNICIPAL COURT	174,714.00	341.66	341.66	0.20	174,372.34
<u>PUBLIC WORKS MAINTENANCE</u>					
CONTRACT SERVICES	3,875.00	0.00	0.00	0.00	3,875.00
ADMIN EXPENSE	2,343.00	375.88	375.88	16.04	1,967.12
OFFICE EXPENSE	2,207.00	28.79	28.79	1.30	2,178.21
WAGES & BENEFITS	88,859.00	0.00	0.00	0.00	88,859.00
INSURANCE	18,612.00	0.00	0.00	0.00	18,612.00
PUBLIC WORKS OPERATIONS	313,500.00	7,056.25	7,056.25	2.25	306,443.75
TOTAL PUBLIC WORKS MAINTENANCE	429,396.00	7,460.92	7,460.92	1.74	421,935.08
<u>GOF CAPITAL OUTLAYS</u>					
OTHER EXPENSES	1,497,014.00	0.00	0.00	0.00	1,497,014.00
TOTAL GOF CAPITAL OUTLAYS	1,497,014.00	0.00	0.00	0.00	1,497,014.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
=====					
REVENUES OVER/(UNDER) EXPENDITURES	(1,161,395.00)	3,163,515.26	3,163,515.26		(4,324,910.26)

10 -GENERAL FUND

08.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>FAXES</u>					
10-4101 Property Tax Revenue	5,035,455.00	3,653,751.97	3,653,751.97	72.56	1,381,703.03
10-4150 Sales Tax	200,000.00	21,374.72	21,374.72	10.69	178,625.28
TOTAL TAXES	5,235,455.00	3,675,126.69	3,675,126.69	70.20	1,560,328.31
<u>PERMITS & INSPECTIONS</u>					
10-4203 Plat Reviews	3,400.00	3,500.00	3,500.00	102.94	(100.00)
10-4204 Code Enforcement Citations	1,000.00	0.00	0.00	0.00	1,000.00
10-4205 Contractor Registration	12,000.00	1,380.00	1,380.00	11.50	10,620.00
10-4206 Drainage Reviews	50,000.00	1,500.00	1,500.00	3.00	48,500.00
10-4207 Permits	300,000.00	34,741.30	34,741.30	11.58	265,258.70
10-4208 Board of Adjustment Fees	1,500.00	0.00	0.00	0.00	1,500.00
TOTAL PERMITS & INSPECTIONS	367,900.00	41,121.30	41,121.30	11.18	326,778.70
<u>COURT</u>					
10-4300 Court Fines	142,000.00	11,792.87	11,792.87	8.30	130,207.13
TOTAL COURT	142,000.00	11,792.87	11,792.87	8.30	130,207.13
<u>INVESTMENT INCOME</u>					
10-4400 Interest Income	150,000.00	10,159.46	10,159.46	6.77	139,840.54
TOTAL INVESTMENT INCOME	150,000.00	10,159.46	10,159.46	6.77	139,840.54
<u>AGENCIES & ALARMS</u>					
10-4501 Agencies	0.00	0.00	0.00	0.00	0.00
10-4507 Sec-False Alarm	0.00	0.00	0.00	0.00	0.00
10-4508 SEC-Registration	33,000.00	900.00	900.00	2.73	32,100.00
10-4520 FEMA - State Reimbursement	0.00	0.00	0.00	0.00	0.00
TOTAL AGENCIES & ALARMS	33,000.00	900.00	900.00	2.73	32,100.00
<u>FRANCHISE REVENUE</u>					
10-4602 Cable	72,000.00	0.00	0.00	0.00	72,000.00
10-4605 Power/Electric	272,000.00	22,698.11	22,698.11	8.34	249,301.89
10-4606 Franchise Fees-Gas	19,000.00	0.00	0.00	0.00	19,000.00
10-4607 Telephone	35,000.00	6,593.28	6,593.28	18.84	28,406.72
10-4608 Wireless Communication	0.00	0.00	0.00	0.00	0.00
TOTAL FRANCHISE REVENUE	398,000.00	29,291.39	29,291.39	7.36	368,708.61
<u>DONATIONS & IN LIEU</u>					
10-4702 Kinkaid School	34,000.00	0.00	0.00	0.00	34,000.00
10-4703 Metro Congested Mitigation	136,000.00	0.00	0.00	0.00	136,000.00
10-4704 Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
10-4705 Ambulance	65,000.00	0.00	0.00	0.00	65,000.00
10-4706 Donation to Historical Preserv	0.00	0.00	0.00	0.00	0.00
10-4800 Miscellaneous Income	500.00	0.00	0.00	0.00	500.00
10-4850 Transfer In	0.00	0.00	0.00	0.00	0.00
10-4900 Prior Period Adjustments	0.00	0.00	0.00	0.00	0.00
10-4907 Unearned Revenue	0.00	0.00	0.00	0.00	0.00
TOTAL DONATIONS & IN LIEU	235,500.00	0.00	0.00	0.00	235,500.00

CITY OF PINEY POINT VILLAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2020

10 -GENERAL FUND

08.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL REVENUES	6,561,855.00	3,768,391.71	3,768,391.71	57.43	2,793,463.29

10 -GENERAL FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PUBLIC SERVICE</u>					
=====					
<u>COMMUNITY</u>					
10-510-5001 Community Celebrations	10,000.00	0.00	0.00	0.00	10,000.00
TOTAL COMMUNITY	10,000.00	0.00	0.00	0.00	10,000.00
<u>POLICE</u>					
10-510-5010 MEMORIAL VILLAGE POLICE DEPT	1,815,242.00	317,337.00	317,337.00	17.48	1,497,905.00
10-510-5011 MVPD - AUTO REPLACEMENT	0.00	7,670.00	7,670.00	0.00	(7,670.00)
TOTAL POLICE	1,815,242.00	325,007.00	325,007.00	17.90	1,490,235.00
<u>MISCELLANEOUS</u>					
10-510-5020 Miscellaneous	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
<u>SANITATION COLLECTION</u>					
10-510-5030 SANITATION COLLECTION	570,000.00	0.00	0.00	0.00	570,000.00
10-510-5031 SANITATION FUEL CHARGE	0.00	0.00	0.00	0.00	0.00
TOTAL SANITATION COLLECTION	570,000.00	0.00	0.00	0.00	570,000.00
<u>LIBRARY</u>					
10-510-5040 Spring Branch Library	1,500.00	0.00	0.00	0.00	1,500.00
TOTAL LIBRARY	1,500.00	0.00	0.00	0.00	1,500.00
<u>STREET LIGHTING</u>					
10-510-5050 Street Lighting	12,000.00	1,005.07	1,005.07	8.38	10,994.93
TOTAL STREET LIGHTING	12,000.00	1,005.07	1,005.07	8.38	10,994.93
<u>FIRE</u>					
10-510-5060 Villages Fire Department	2,035,143.00	210,668.59	210,668.59	10.35	1,824,474.41
10-510-5070 Contribution to Fire Dept	0.00	0.00	0.00	0.00	0.00
TOTAL FIRE	2,035,143.00	210,668.59	210,668.59	10.35	1,824,474.41
TOTAL PUBLIC SERVICE	4,443,885.00	536,680.66	536,680.66	12.08	3,907,204.34
<u>CONTRACT SERVICES</u>					
=====					
<u>CONTRACT SERVICES</u>					
10-520-5102 Accounting/Audit	32,000.00	0.00	0.00	0.00	32,000.00
10-520-5103 Engineering	150,000.00	0.00	0.00	0.00	150,000.00
10-520-5104 Legal	90,000.00	0.00	0.00	0.00	90,000.00
10-520-5105 Tax Appraisal-HCAD	60,000.00	0.00	0.00	0.00	60,000.00
10-520-5107 Animal Control	2,000.00	0.00	0.00	0.00	2,000.00
10-520-5108 IT Hardware/Software & Support	0.00	0.00	0.00	0.00	0.00
10-520-5110 Mosquito Control	22,000.00	0.00	0.00	0.00	22,000.00
TOTAL CONTRACT SERVICES	356,000.00	0.00	0.00	0.00	356,000.00

10 -GENERAL FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL CONTRACT SERVICES	356,000.00	0.00	0.00	0.00	356,000.00
BUILDING =====					
<u>CONTRACT SERVICES</u>					
10-530-5108 Information Technology	3,857.00	0.00	0.00	0.00	3,857.00
TOTAL CONTRACT SERVICES	3,857.00	0.00	0.00	0.00	3,857.00
<u>BUILDING SERVICES</u>					
10-530-5152 Drainage Reviews	45,000.00	0.00	0.00	0.00	45,000.00
10-530-5153 Electrical Inspections	12,000.00	0.00	0.00	0.00	12,000.00
10-530-5154 Plat Reviews	500.00	0.00	0.00	0.00	500.00
10-530-5155 Plan Reviews	10,000.00	0.00	0.00	0.00	10,000.00
10-530-5156 Plumbing Inspections	18,000.00	0.00	0.00	0.00	18,000.00
10-530-5157 Structural Inspections	15,000.00	0.00	0.00	0.00	15,000.00
10-530-5158 Urban Forester	42,000.00	0.00	0.00	0.00	42,000.00
10-530-5160 Mechanical Inspections	7,000.00	0.00	0.00	0.00	7,000.00
TOTAL BUILDING SERVICES	149,500.00	0.00	0.00	0.00	149,500.00
<u>ADMIN EXPENSE</u>					
10-530-5204 Dues & Subscriptions	250.00	0.00	0.00	0.00	250.00
10-530-5206 Legal Notices	500.00	0.00	0.00	0.00	500.00
10-530-5207 Misc Supplies	1,800.00	15.53	15.53	0.86	1,784.47
10-530-5209 Office Equipment & Maintenance	1,643.00	0.00	0.00	0.00	1,643.00
TOTAL ADMIN EXPENSE	4,193.00	15.53	15.53	0.37	4,177.47
<u>OFFICE EXPENSE</u>					
10-530-5210 Postage	150.00	0.00	0.00	0.00	150.00
10-530-5211 Meeting Supplies	150.00	0.00	0.00	0.00	150.00
10-530-5213 Office Supplies	500.00	39.99	39.99	8.00	460.01
10-530-5214 Telecommunications	1,857.00	0.00	0.00	0.00	1,857.00
10-530-5215 Travel & Training	500.00	0.00	0.00	0.00	500.00
TOTAL OFFICE EXPENSE	3,157.00	39.99	39.99	1.27	3,117.01
<u>PAGES & BENEFITS</u>					
10-530-5301 Gross Wages	109,214.00	0.00	0.00	0.00	109,214.00
10-530-5311 Payroll Processing	643.00	0.00	0.00	0.00	643.00
10-530-5313 Fringe Benefits	18,450.00	0.00	0.00	0.00	18,450.00
TOTAL WAGES & BENEFITS	128,307.00	0.00	0.00	0.00	128,307.00
<u>INSURANCE</u>					
10-530-5353 Employee Insurance	17,177.00	0.00	0.00	0.00	17,177.00
TOTAL INSURANCE	17,177.00	0.00	0.00	0.00	17,177.00
TOTAL BUILDING	306,191.00	55.52	55.52	0.02	306,135.48

10 -GENERAL FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>GENERAL GOVERNMENT</u>					
=====					
<u>CONTRACT SERVICES</u>					
10-540-5108 Information Technology	12,000.00	0.00	0.00	0.00	12,000.00
TOTAL CONTRACT SERVICES	12,000.00	0.00	0.00	0.00	12,000.00
<u>ADMIN EXPENSE</u>					
10-540-5201 Administrative	0.00	0.00	0.00	0.00	0.00
10-540-5202 Auto Allowance/Mileage	13,583.00	850.00	850.00	6.26	12,733.00
10-540-5203 Bank Fees	1,800.00	204.33	204.33	11.35	1,595.67
10-540-5204 Dues & Subscriptions	3,500.00	0.00	0.00	0.00	3,500.00
10-540-5205 Elections	5,000.00	0.00	0.00	0.00	5,000.00
10-540-5206 Legal Notices	2,000.00	0.00	0.00	0.00	2,000.00
10-540-5207 Miscellaneous	0.00	774.95	774.95	0.00	(774.95)
10-540-5208 Citizen Communication	10,000.00	0.00	0.00	0.00	10,000.00
10-540-5209 Office Equipment & Maintenance	10,000.00	151.18	151.18	1.51	9,848.82
TOTAL ADMIN EXPENSE	45,883.00	1,980.46	1,980.46	4.32	43,902.54
<u>OFFICE EXPENSE</u>					
10-540-5210 Postage	1,600.00	520.99	520.99	32.56	1,079.01
10-540-5211 Meeting Supplies	4,000.00	904.95	904.95	22.62	3,095.05
10-540-5212 Rent/Leasehold/Furniture	125,000.00	9,928.21	9,928.21	7.94	115,071.79
10-540-5213 Office Supplies	8,500.00	45.37	45.37	0.53	8,454.63
10-540-5214 Telecommunications	6,000.00	986.84	986.84	16.45	5,013.16
10-540-5215 Travel & Training	1,000.00	125.00	125.00	12.50	875.00
10-540-5216 Statutory Legal Notices	3,000.00	0.00	0.00	0.00	3,000.00
TOTAL OFFICE EXPENSE	149,100.00	12,511.36	12,511.36	8.39	136,588.64
<u>PAGES & BENEFITS</u>					
10-540-5301 Gross Wages	230,426.00	37,680.55	37,680.55	16.35	192,745.45
10-540-5302 Overtime/Severance	0.00	1,134.47	1,134.47	0.00	(1,134.47)
10-540-5303 Temporary/Part-time Personnel	5,000.00	0.00	0.00	0.00	5,000.00
10-540-5304 Salary Adjustment (Bonus)	0.00	0.00	0.00	0.00	0.00
10-540-5306 Payroll Tax Expense	0.00	2,974.83	2,974.83	0.00	(2,974.83)
10-540-5310 TMRs(retirement)	0.00	3,694.54	3,694.54	0.00	(3,694.54)
10-540-5311 Payroll Processing	857.00	361.48	361.48	42.18	495.52
10-540-5312 TWC-Unemployment	0.00	0.00	0.00	0.00	0.00
10-540-5313 Fringe Benefits	43,668.00	0.00	0.00	0.00	43,668.00
TOTAL WAGES & BENEFITS	279,951.00	45,845.87	45,845.87	16.38	234,105.13
<u>INSURANCE</u>					
10-540-5353 Employee Insurance	24,816.00	0.00	0.00	0.00	24,816.00
10-540-5354 General Liability	3,800.00	0.00	0.00	0.00	3,800.00
10-540-5355 Bonds for City Staff	500.00	0.00	0.00	0.00	500.00
10-540-5356 Workman's Compensation	0.00	0.00	0.00	0.00	0.00
10-540-5357 Drainage Study	0.00	0.00	0.00	0.00	0.00
TOTAL INSURANCE	29,116.00	0.00	0.00	0.00	29,116.00
TOTAL GENERAL GOVERNMENT	516,050.00	60,337.69	60,337.69	11.69	455,712.31

10 -GENERAL FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>MUNICIPAL COURT</u>					
=====					
<u>CONTRACT SERVICES</u>					
10-550-5108 Information Technology	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRACT SERVICES	0.00	0.00	0.00	0.00	0.00
<u>ADMIN EXPENSE</u>					
10-550-5204 Dues & Subscriptions	250.00	0.00	0.00	0.00	250.00
10-550-5207 Misc Supplies	2,000.00	0.00	0.00	0.00	2,000.00
10-550-5209 Office Equipment & Maintenance	3,286.00	0.00	0.00	0.00	3,286.00
TOTAL ADMIN EXPENSE	5,536.00	0.00	0.00	0.00	5,536.00
<u>OFFICE EXPENSE</u>					
10-550-5210 Postage	100.00	0.00	0.00	0.00	100.00
10-550-5211 Meeting Supplies	0.00	0.00	0.00	0.00	0.00
10-550-5213 Office Supplies	500.00	39.99	39.99	8.00	460.01
10-550-5214 Telecommunications	3,714.00	0.00	0.00	0.00	3,714.00
10-550-5215 Travel & Training	250.00	55.00	55.00	22.00	195.00
TOTAL OFFICE EXPENSE	4,564.00	94.99	94.99	2.08	4,469.01
<u>PAGES & BENEFITS</u>					
10-550-5301 Gross Wages	92,014.00	0.00	0.00	0.00	92,014.00
10-550-5311 Payroll Processing	857.00	0.00	0.00	0.00	857.00
10-550-5313 Fringe Benefits	11,640.00	0.00	0.00	0.00	11,640.00
TOTAL WAGES & BENEFITS	104,511.00	0.00	0.00	0.00	104,511.00
<u>INSURANCE</u>					
10-550-5353 Employee Insurance	22,903.00	(234.11)	(234.11)	1.02-	23,137.11
TOTAL INSURANCE	22,903.00	(234.11)	(234.11)	1.02-	23,137.11
<u>COURT OPERATIONS</u>					
10-550-5402 MC Facilities	0.00	0.00	0.00	0.00	0.00
10-550-5403 Credit Card Charges	5,000.00	578.78	578.78	11.58	4,421.22
10-550-5404 Judge/Prosecutor/Interpreter	22,000.00	0.00	0.00	0.00	22,000.00
10-550-5405 Jury Pay	0.00	0.00	0.00	0.00	0.00
10-550-5406 State Comptroller/OMNI/Linebar	10,000.00	0.00	0.00	0.00	10,000.00
10-550-5407 SETCIC	0.00	0.00	0.00	0.00	0.00
10-550-5408 Supplies/Miscellaneous	0.00	0.00	0.00	0.00	0.00
10-550-5409 Collection Agency	0.00	0.00	0.00	0.00	0.00
10-550-5410 OmniBase Services of Texas	200.00	0.00	0.00	0.00	200.00
10-550-5412	0.00	0.00	0.00	0.00	0.00
10-550-5413 Building Security Fund	0.00	(34.30)	(34.30)	0.00	34.30
10-550-5414 Truancy Prevention	0.00	(35.00)	(35.00)	0.00	35.00
10-550-5415 Local Municipal Tech Fund	0.00	(28.00)	(28.00)	0.00	28.00
10-550-5416 Local Municipal Jury Fund	0.00	(0.70)	(0.70)	0.00	0.70
10-550-5417 Time Payment Reimbursement Fee	0.00	0.00	0.00	0.00	0.00
TOTAL COURT OPERATIONS	37,200.00	480.78	480.78	1.29	36,719.22
TOTAL MUNICIPAL COURT	174,714.00	341.66	341.66	0.20	174,372.34

10 -GENERAL FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PUBLIC WORKS MAINTENANCE</u>					
=====					
<u>CONTRACT SERVICES</u>					
10-560-5108 Information Technology	3,875.00	0.00	0.00	0.00	3,875.00
TOTAL CONTRACT SERVICES	3,875.00	0.00	0.00	0.00	3,875.00
<u>ADMIN EXPENSE</u>					
10-560-5207 Misc Supplies	700.00	375.88	375.88	53.70	324.12
10-560-5209 Office Equipment & Maintenance	1,643.00	0.00	0.00	0.00	1,643.00
TOTAL ADMIN EXPENSE	2,343.00	375.88	375.88	16.04	1,967.12
<u>OFFICE EXPENSE</u>					
10-560-5213 Office Supplies	100.00	28.79	28.79	28.79	71.21
10-560-5214 Telecommunications	1,857.00	0.00	0.00	0.00	1,857.00
10-560-5215 Travel & Training	250.00	0.00	0.00	0.00	250.00
TOTAL OFFICE EXPENSE	2,207.00	28.79	28.79	1.30	2,178.21
<u>WAGES & BENEFITS</u>					
10-560-5301 Gross Wages	75,019.00	0.00	0.00	0.00	75,019.00
10-560-5311 Payroll Processing	643.00	0.00	0.00	0.00	643.00
10-560-5313 Fringe Benefits	13,197.00	0.00	0.00	0.00	13,197.00
TOTAL WAGES & BENEFITS	88,859.00	0.00	0.00	0.00	88,859.00
<u>INSURANCE</u>					
10-560-5353 Employee Insurance	18,612.00	0.00	0.00	0.00	18,612.00
TOTAL INSURANCE	18,612.00	0.00	0.00	0.00	18,612.00
<u>PUBLIC WORKS OPERATIONS</u>					
10-560-5500 Public Works Maintenance	0.00	0.00	0.00	0.00	0.00
10-560-5501 TCEQ & Harris CO Permits	1,000.00	1,656.25	1,656.25	165.63 (	656.25)
10-560-5504 Landscaping Maintenance	15,000.00	0.00	0.00	0.00	15,000.00
10-560-5505 Gator Fuel	2,000.00	0.00	0.00	0.00	2,000.00
10-560-5506 Right of Way Mowing	80,000.00	0.00	0.00	0.00	80,000.00
10-560-5507 Road & Sign Repair	50,000.00	0.00	0.00	0.00	50,000.00
10-560-5508 ROW Water/Planting	4,500.00	0.00	0.00	0.00	4,500.00
10-560-5509 Tree Care/Removal	10,000.00	0.00	0.00	0.00	10,000.00
10-560-5510 Road/Drainage Maintenance	75,000.00	0.00	0.00	0.00	75,000.00
10-560-5515 Landscape Improvements	75,000.00	5,400.00	5,400.00	7.20	69,600.00
10-560-5516 Gator Maintenance	1,000.00	0.00	0.00	0.00	1,000.00
TOTAL PUBLIC WORKS OPERATIONS	313,500.00	7,056.25	7,056.25	2.25	306,443.75
TOTAL PUBLIC WORKS MAINTENANCE	429,396.00	7,460.92	7,460.92	1.74	421,935.08

10 -GENERAL FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>30F CAPITAL OUTLAYS</u>					
=====					
<u>OTHER EXPENSES</u>					
10-570-5601 Capital Improvements	0.00	0.00	0.00	0.00	0.00
10-570-5602 Drainage Ditch Maintenance	0.00	0.00	0.00	0.00	0.00
10-570-5606 Road/Drainage Projects	0.00	0.00	0.00	0.00	0.00
10-570-5607 2014 Paving Project	0.00	0.00	0.00	0.00	0.00
10-570-5608 MDE Drainage	0.00	0.00	0.00	0.00	0.00
10-570-5609 Windermere Drainage	406,689.00	0.00	0.00	0.00	406,689.00
10-570-5610 Fire Station Remodel	0.00	0.00	0.00	0.00	0.00
10-570-5616 S. Piney Pt/Blalock Rd	0.00	0.00	0.00	0.00	0.00
10-570-5640 Surrey Oaks	1,090,325.00	0.00	0.00	0.00	1,090,325.00
10-570-5660 Smithdale Estates Bypass	0.00	0.00	0.00	0.00	0.00
10-570-5665 Woods Edge Erosion Project	0.00	0.00	0.00	0.00	0.00
10-570-5700 2015 Maintenance Project	0.00	0.00	0.00	0.00	0.00
10-570-5701 2019 Maintenance Projects	0.00	0.00	0.00	0.00	0.00
10-570-5705 Tynewood Ditch Washout Project	0.00	0.00	0.00	0.00	0.00
10-570-5800 Lanecrest Improvements Project	0.00	0.00	0.00	0.00	0.00
10-570-5805 Beinhorn Paving Project	0.00	0.00	0.00	0.00	0.00
10-570-5806 Drainage and Sidewalks	0.00	0.00	0.00	0.00	0.00
10-570-5808 Wilding Lane	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	1,497,014.00	0.00	0.00	0.00	1,497,014.00
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TOTAL GOF CAPITAL OUTLAYS	1,497,014.00	0.00	0.00	0.00	1,497,014.00
<hr/>					
TOTAL EXPENDITURES	7,723,250.00	604,876.45	604,876.45	7.83	7,118,373.55
=====					
REVENUES OVER/(UNDER) EXPENDITURES	(1,161,395.00)	3,163,515.26	3,163,515.26		(4,324,910.26)

20 -DEBT SERVICE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
<u>ASSETS</u>			
=====			
20-1100	Claim on Cash	(1,503,889.53)	
20-1105	Cash - Amegy Bank	0.00	
20-1108	Cash with Agent	241,922.52	
20-1109	Texpool-DS	1,472,300.31	
20-1110	Texas Class-DS	122,693.74	
20-1200	Property Tax Receivable-PY	31,770.35	
20-1201	Property Tax Receivable-CY	803,411.89	
20-1300	Due to/From General Fund	0.00	
20-1301	Accrued Interest Receivable	0.00	
			<u>1,168,209.28</u>
TOTAL ASSETS			<u>1,168,209.28</u>
			=====
<u>LIABILITIES</u>			
=====			
20-2001	Accounts Payable	0.00	
20-2002	Other Accrued Liabilities	0.00	
20-2130	Deferred Revenue-Property Tax	31,770.35	
20-2200	Deferred Property Tax Rec	0.00	
20-2300	Other Accrued Liabilities	0.00	
20-2701	Unearned Revenue-Property Tax	1,462,997.32	
	TOTAL LIABILITIES		<u>1,494,767.67</u>
<u>EQUITY</u>			
=====			
20-3000	Fund Balance	139,317.24	
	TOTAL BEGINNING EQUITY	139,317.24	
TOTAL REVENUE		974,741.28	
TOTAL EXPENSES		0.00	
TOTAL REVENUE OVER/(UNDER) EXPENSES		974,741.28	
(WILL CLOSE TO FUND BAL.)		(1,440,616.91)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>(326,558.39)</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			<u>1,168,209.28</u>
			=====

CITY OF PINEY POINT VILLAGE
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2020

20 -DEBT SERVICE
 FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
TAXES	1,502,950.00	972,844.60	972,844.60	64.73	530,105.40
INVESTMENT INCOME	<u>3,900.00</u>	<u>1,896.68</u>	<u>1,896.68</u>	<u>48.63</u>	<u>2,003.32</u>
TOTAL REVENUES	<u>1,506,850.00</u>	<u>974,741.28</u>	<u>974,741.28</u>	<u>64.69</u>	<u>532,108.72</u>
<u>EXPENDITURE SUMMARY</u>					
<u>NON-DEPARTMENTAL</u>					
ADMIN EXPENSE	2,250.00	0.00	0.00	0.00	2,250.00
OTHER EXPENSES	1,502,950.00	0.00	0.00	0.00	1,502,950.00
TRANSFERS	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	<u>1,505,200.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,505,200.00</u>
TOTAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUES OVER/ (UNDER) EXPENDITURES	1,650.00	974,741.28	974,741.28	(	973,091.28)

CITY OF PINEY POINT VILLAGE
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2020

20 -DEBT SERVICE

08.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>TAXES</u>					
20-4101 Property Tax Revenue	1,502,950.00	972,844.60	972,844.60	64.73	530,105.40
TOTAL TAXES	<u>1,502,950.00</u>	<u>972,844.60</u>	<u>972,844.60</u>	<u>64.73</u>	<u>530,105.40</u>
<u>INVESTMENT INCOME</u>					
20-4400 Bank Interest	3,900.00	1,896.68	1,896.68	48.63	2,003.32
20-4410 Bond Premium	0.00	0.00	0.00	0.00	0.00
TOTAL INVESTMENT INCOME	<u>3,900.00</u>	<u>1,896.68</u>	<u>1,896.68</u>	<u>48.63</u>	<u>2,003.32</u>
TOTAL REVENUES	1,506,850.00	974,741.28	974,741.28	64.69	532,108.72
	=====	=====	=====	=====	=====

CITY OF PINEY POINT VILLAGE
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2020

20 -DEBT SERVICE

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>					
NON-DEPARTMENTAL					
=====					
ADMIN EXPENSE					
20-500-5204 Paying Agent Fees	2,250.00	0.00	0.00	0.00	2,250.00
TOTAL ADMIN EXPENSE	2,250.00	0.00	0.00	0.00	2,250.00
OTHER EXPENSES					
20-500-5820 Interest Expense-Bonds	217,950.00	0.00	0.00	0.00	217,950.00
20-500-5821 Bond Principal Payments	1,285,000.00	0.00	0.00	0.00	1,285,000.00
20-500-5822 Amortization of Bonds	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	1,502,950.00	0.00	0.00	0.00	1,502,950.00
TRANSFERS					
20-500-5902 Transfers Out	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00
<hr/>					
TOTAL NON-DEPARTMENTAL	1,505,200.00	0.00	0.00	0.00	1,505,200.00
<hr/>					
TOTAL EXPENDITURES	1,505,200.00	0.00	0.00	0.00	1,505,200.00
<hr/>					
REVENUES OVER/(UNDER) EXPENDITURES	1,650.00	974,741.28	974,741.28	(	973,091.28)

30 -SPECIAL REVENUE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
<u>ASSETS</u>			
=====			
30-1100	Claim on Cash	64,797.49	
30-1102	Donation	0.02	
30-1103	MC Security	0.36	
30-1104	MC Technology	0.05	
30-1106	Child Safety	24,471.17	
30-1200	Due To/From General Fund	0.00	
30-1301	Accrued Interest Receivable	<u>0.00</u>	
			<u>89,269.09</u>
TOTAL ASSETS			89,269.09
=====			
<u>LIABILITIES</u>			
=====			
30-2001	Accounts Payable	0.00	
30-2100	Grants Payable	0.00	
30-2200	Due To General Fund	<u>0.00</u>	
	TOTAL LIABILITIES		<u>0.00</u>
<u>EQUITY</u>			
=====			
30-3000	Fund Balance	34,566.58	
30-3001	Fund Balance-Child Safety	55,694.92	
30-3002	Fund Balance-MC Security	11,838.88	
30-3003	Fund Balance-MC Technology	3,081.69	
30-3010	Unrestricted Retained Earnings	0.00	
30-3300	Fund Balance-MC Security	0.00	
30-3400	Fund Balance- MC Technology	0.00	
30-3904	Earnings-MC Technology	<u>0.00</u>	
	TOTAL BEGINNING EQUITY	105,182.07	
TOTAL REVENUE		944.22	
TOTAL EXPENSES		<u>0.00</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		944.22	
(WILL CLOSE TO FUND BAL.)		(16,857.20)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>89,269.09</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			89,269.09
=====			

CITY OF PINEY POINT VILLAGE
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2020

30 -SPECIAL REVENUE FUND
 FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
COURT	13,300.00	943.18	943.18	7.09	12,356.82
INVESTMENT INCOME	5.00	1.04	1.04	20.80	3.96
DONATIONS & IN LIEU	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	13,305.00	944.22	944.22	7.10	12,360.78
<u>EXPENDITURE SUMMARY</u>					
<u>NON-DEPARTMENTAL</u>					
MISCELLANEOUS	(10,000.00)	0.00	0.00	0.00	(10,000.00)
TOTAL NON-DEPARTMENTAL	(10,000.00)	0.00	0.00	0.00	(10,000.00)
<u>QUALIFIED EXPENSES</u>					
COURT	(7,823.00)	0.00	0.00	0.00	(7,823.00)
TOTAL QUALIFIED EXPENSES	(7,823.00)	0.00	0.00	0.00	(7,823.00)
<u>ADMINISTRATION</u>					
ADMIN EXPENSE	0.00	0.00	0.00	0.00	0.00
OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	31,128.00	944.22	944.22		30,183.78

CITY OF PINEY POINT VILLAGE
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2020

30 -SPECIAL REVENUE FUND

08.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>COURT</u>					
30-4305 MC Security Revenue	4,000.00	264.90	264.90	6.62	3,735.10
30-4310 MC Technology Revenue	5,300.00	353.23	353.23	6.66	4,946.77
30-4315 Child Safety Revenues	4,000.00	325.05	325.05	8.13	3,674.95
TOTAL COURT	13,300.00	943.18	943.18	7.09	12,356.82
<u>INVESTMENT INCOME</u>					
30-4405 MC Security-Interest	0.00	0.00	0.00	0.00	0.00
30-4410 MC Technology-Interest	0.00	0.00	0.00	0.00	0.00
30-4415 Child Safety-Interest	5.00	1.04	1.04	20.80	3.96
30-4420 Donations-Interest	0.00	0.00	0.00	0.00	0.00
TOTAL INVESTMENT INCOME	5.00	1.04	1.04	20.80	3.96
<u>DONATIONS & IN LIEU</u>					
30-4720 Donations	0.00	0.00	0.00	0.00	0.00
30-4800 Other Income	0.00	0.00	0.00	0.00	0.00
TOTAL DONATIONS & IN LIEU	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	13,305.00	944.22	944.22	7.10	12,360.78

30 -SPECIAL REVENUE FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>NON-DEPARTMENTAL</u>					
<u>MISCELLANEOUS</u>					
30-500-5029 Gen Govt Qualified Expenses	(10,000.00)	0.00	0.00	0.00	(10,000.00)
TOTAL MISCELLANEOUS	(10,000.00)	0.00	0.00	0.00	(10,000.00)
TOTAL NON-DEPARTMENTAL	(10,000.00)	0.00	0.00	0.00	(10,000.00)
<u>QUALIFIED EXPENSES</u>					
<u>COURT</u>					
30-510-5121 Child Safety	0.00	0.00	0.00	0.00	0.00
30-510-5122 MC Security	(123.00)	0.00	0.00	0.00	(123.00)
30-510-5123 MC Technology	(7,700.00)	0.00	0.00	0.00	(7,700.00)
30-510-5129 Donation	0.00	0.00	0.00	0.00	0.00
TOTAL COURT	(7,823.00)	0.00	0.00	0.00	(7,823.00)
TOTAL QUALIFIED EXPENSES	(7,823.00)	0.00	0.00	0.00	(7,823.00)
<u>ADMINISTRATION</u>					
<u>ADMIN EXPENSE</u>					
30-520-5203 Bank Fees	0.00	0.00	0.00	0.00	0.00
TOTAL ADMIN EXPENSE	0.00	0.00	0.00	0.00	0.00
<u>OTHER EXPENSES</u>					
30-520-5702 Other Expenses	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00
<u>TRANSFERS</u>					
30-520-5902 Transfers Out	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	(17,823.00)	0.00	0.00	0.00	(17,823.00)
REVENUES OVER/(UNDER) EXPENDITURES	31,128.00	944.22	944.22		30,183.78

40 -CAPITAL PROJECTS FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
<u>ASSETS</u>			
=====			
40-1100	Claim on Cash	323,417.46	
40-1101	Texpool	0.00	
40-1105	Cash - Amegy Checking	0.00	
40-1120	Texas Class	7,585.68	
40-1200	Accounts Receivable	0.00	
40-1220	A/R - General Fund	0.00	
40-1250	Due To Metro	0.00	
40-1300	Accrued Interest Receivable	0.00	
			<u>331,003.14</u>
	TOTAL ASSETS		331,003.14
			=====
<u>LIABILITIES</u>			
=====			
40-2001	Accounts Payable	0.00	
40-2002	Other Accrued Liabilities	0.00	
40-2200	Deferred Revenue	293,595.54	
40-2300	Construction Retainage Payable	152,145.79	
40-2400	Accrued Liabilities	0.00	
	TOTAL LIABILITIES		<u>445,741.33</u>
<u>EQUITY</u>			
=====			
40-3000	Fund Balance	(0.12)	
	TOTAL BEGINNING EQUITY	(0.12)	
	TOTAL REVENUE	11.94	
	TOTAL EXPENSES	0.00	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	11.94	
	(WILL CLOSE TO FUND BAL.)	(114,750.01)	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	(114,738.19)	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		331,003.14
			=====

CITY OF PINEY POINT VILLAGE
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2020

40 -CAPITAL PROJECTS FUND
 FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
INVESTMENT INCOME	0.00	11.94	11.94	0.00 (	11.94)
DONATIONS & IN LIEU	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	0.00	11.94	11.94	0.00 (	11.94)
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
<u>NON-DEPARTMENTAL</u>					
ADMIN EXPENSE	0.00	0.00	0.00	0.00	0.00
OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	11.94	11.94	(	11.94)

CITY OF PINEY POINT VILLAGE
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2020

40 -CAPITAL PROJECTS FUND

08.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>INVESTMENT INCOME</u>					
40-4400 Interest Income	0.00	11.94	11.94	0.00 (	11.94)
TOTAL INVESTMENT INCOME	0.00	11.94	11.94	0.00 (	11.94)
<u>DONATIONS & IN LIEU</u>					
40-4800 Other Income	0.00	0.00	0.00	0.00	0.00
40-4910 Debt Proceeds	0.00	0.00	0.00	0.00	0.00
40-4911 Bond Premium	0.00	0.00	0.00	0.00	0.00
40-4912 Issuance Cost	0.00	0.00	0.00	0.00	0.00
TOTAL DONATIONS & IN LIEU	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0.00	11.94	11.94	0.00 (	11.94)

CITY OF PINEY POINT VILLAGE
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2020

40 -CAPITAL PROJECTS FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>NON-DEPARTMENTAL</u>					
<u>ADMIN EXPENSE</u>					
40-500-5203 Bank Fees	0.00	0.00	0.00	0.00	0.00
TOTAL ADMIN EXPENSE	0.00	0.00	0.00	0.00	0.00
<u>OTHER EXPENSES</u>					
40-500-5601 Capital Outlay	0.00	0.00	0.00	0.00	0.00
40-500-5616 S. Piney Pt/Blalock Rd	0.00	0.00	0.00	0.00	0.00
40-500-5617 Smithdale/Claymore	0.00	0.00	0.00	0.00	0.00
40-500-5640 Batch 1 Projects	0.00	0.00	0.00	0.00	0.00
40-500-5641 Batch 1 - Preliminary	0.00	0.00	0.00	0.00	0.00
40-500-5655 Blalock/S. Piney Point	0.00	0.00	0.00	0.00	0.00
40-500-5660 Smithdale Estates Bypass	0.00	0.00	0.00	0.00	0.00
40-500-5670 N. Piney Point Road Project	0.00	0.00	0.00	0.00	0.00
40-500-5675 Lanecrest Drainage Improvement	0.00	0.00	0.00	0.00	0.00
40-500-5702 Miscellaneous Expense	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00
<u>TRANSFERS</u>					
40-500-5901 Transfers In	0.00	0.00	0.00	0.00	0.00
40-500-5902 Transfers Out	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	11.94	11.94	(	11.94)

99 - POOLED CASH FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
<u>ASSETS</u>			
=====			
99-1101	Cash	1,389,787.24	
99-1510	DUE FROM GENERAL FUND	0.00	
99-1520	DUE FROM DEBT SERVICE	0.00	
99-1530	DUE FROM SPECIAL REVENUE	0.00	
99-1540	DUE FROM CAPITAL PROJECTS	0.00	
99-1550	DUE FROM METRO FUND	0.00	
99-1599	Due From Other Funds	<u>4,819.53</u>	
			<u>1,394,606.77</u>
TOTAL ASSETS			1,394,606.77
=====			
<u>LIABILITIES</u>			
=====			
99-2000	Accounts Payable	6,836.53	
99-2190	Due to Other Funds	<u>1,387,770.24</u>	
	TOTAL LIABILITIES		<u>1,394,606.77</u>
<u>EQUITY</u>			
=====			
99-3000	Fund Balance	<u>0.00</u>	
	TOTAL BEGINNING EQUITY	0.00	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>0.00</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			<u>1,394,606.77</u>
=====			

Council Agenda Item Cover Memo

2/24/2020
Date of Meeting

To: Mayor and City Council

Agenda Item:

Discuss and take possible action on final design alternatives for Wilding Lane Drainage and Paving Improvement Project.

SUMMARY/BACKGROUND (WHY): Council previously authorized HDR to process with the final design of the Wilding Lane Project based on information provided in the Preliminary Engineering Report. Direction on design of the pavement width and type were not provided as Council requested that the Wilding Lane residents submit their opinion of both alternatives to Council for discussion. HDR is requesting direction from Council on the type of pavement (concrete or asphalt) and the pavement width.

STAFF RECOMMENDATION: _____

ESTIMATED COST: See Attached **FUNDING SOURCE:** City Funds

CURRENT BUDGETED ITEM: YES NO **EMERGENCY REQUEST:** YES NO

PREPARED BY: Joe Moore

ATTACHMENTS: Yes

Wilding Lane Drainage and Paving Improvements

City of Piney Point Village

HDR Job No. 19-028

OPINION OF PROBABLE PROJECT COSTS OPTION #1

Asphalt - 18' Width

Item	Item Description	Unit	Quantity	Unit Price	Cost
PAVING ITEMS:					
1	Remove and replace 6" thick reinforced concrete driveway, including proof rolling, level up sand, and full depth saw cut, complete in place, the sum of:	S.Y.	240	\$100.00	\$24,000.00
2	Remove and replace 4" thick new decomposed granite driveways complete in place, the sum of:	S.Y.	38	\$100.00	\$3,800.00
3	Remove and replace concrete curb for reinforced concrete driveway, complete in place, the sum of:	L.F.	15	\$30.00	\$450.00
4	Remove and dispose concrete headwalls on driveway, complete in place, the sum of:	EA.	2	\$500.00	\$1,000.00
5	Temporary driveways, complete in place, the sum of:	EA.	8	\$750.00	\$6,000.00
6	Temporary paving, complete in place, the sum of:	S.Y.	930	\$60.00	\$55,800.00
7	Remove, salvage, and reinstall post mailbox, complete in place, the sum of:	EA.	12	\$400.00	\$4,800.00
8	Remove, and reset brick mailbox, complete in place, the sum of:	EA.	8	\$1,000.00	\$8,000.00
9	Remove, store, and reset existing traffic sign, complete in place, the sum of:	EA.	2	\$600.00	\$1,200.00
10	Remove and dispose of existing asphalt pavement and base material, complete in place, the sum of:	S.Y.	3,600	\$8.00	\$28,800.00
11	2" Type C HMA overlay, including tack coat, complete in place, the sum of:	S.Y.	3,200	\$20.00	\$64,000.00
12	6" Type B HMA Black Base Course	S.Y.	3,600	\$45.00	\$162,000.00
13	8" lime (4%) and fly-ash (8%) stabilized subgrade, complete in place, the sum of:	S.Y.	3,900	\$7.00	\$27,300.00
14	Prime coat, complete in place, the sum of:	GAL	1,260	\$5.00	\$6,300.00
15	Lime for treating pavement subgrade, complete in place, the sum of:	TON	57	\$175.00	\$9,975.00
16	Fly Ash for treating pavement subgrade, complete in place, the sum of:	TON	113	\$137.00	\$15,481.00
17	Concrete paving header (Type II), complete in place, the sum of:	LF	20	\$20.00	\$400.00
18	24" wide solid white Type I reflective pavement markers (thermoplastic), complete in place, the sum of:	L.F.	15	\$20.00	\$300.00
19	12" wide solid Type I reflective pavement markers (thermoplastic), complete in place, the sum of:	L.F.	60	\$10.00	\$600.00
20	Traffic Control	L.S.	1	\$12,500.00	\$12,500.00
21	SWP3 Plan	L.S.	1	\$2,500.00	\$2,500.00
Paving Items Total:					\$435,206.00

DRAINAGE ITEMS					
22	Remove and dispose of existing storm sewer, complete in place, the sum of:	L.F.	215	\$20.00	\$4,300.00
23	Abandon and grout-fill existing storm sewer and culverts, complete in place, the sum of:	C.Y.	50	\$300.00	\$15,000.00
24	Remove and dispose of existing storm sewer inlet/manhole, complete in place, the sum of:	EA.	1	\$550.00	\$550.00
25	Remove and dispose of existing safety end treatment, complete in place, the sum of:	EA.	3	\$550.00	\$1,650.00
26	12" PVC for yard drain connections, all depths, complete in place, the sum of:	L.F.	550	\$85.00	\$46,750.00
27	Proposed connection to existing yard drain, complete in place, the sum of:	EA.	23	\$500.00	\$11,500.00
28	24" HDPE storm sewer including bedding and backfill, complete in place, the sum of:	L.F.	530	\$100.00	\$53,000.00
29	24" RCP all depths (open cut), including bedding and backfill, complete in place, the sum of:	L.F.	530	\$120.00	\$63,600.00
30	36" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	215	\$160.00	\$34,400.00
31	42" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	490	\$195.00	\$95,550.00
32	48" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	260	\$230.00	\$59,800.00
33	54" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	745	\$270.00	\$201,150.00
34	Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA.	33	\$3,000.00	\$99,000.00
35	5'x4' box manhole, including bedding and backfill, complete in place, the sum of:	EA.	7	\$6,000.00	\$42,000.00
36	6'x4' box manhole, all depths, complete in place, the sum of:	EA.	2	\$7,000.00	\$14,000.00
37	7'x4' box manhole, all depths, complete in place, the sum of:	EA.	5	\$8,000.00	\$40,000.00
38	Remove existing plug on storm sewer, all depths, all sizes, complete in place, the sum of:	EA.	1	\$900.00	\$900.00
39	Tie-in proposed storm sewer to existing storm sewer with concrete collar, complete in place, the sum of:	EA.	2	\$1,900.00	\$3,800.00
40	Tie-in existing storm sewer to proposed Type A Inlet, complete in place, the sum of:	EA.	1	\$1,900.00	\$1,900.00
41	Trench safety for all storm sewers greater than 5' deep, complete in place, the sum of:	L.F.	2,770	\$2.00	\$5,540.00
Drainage Items Total:					\$794,390.00
TREE PROTECTION ITEMS					
42	Remove tree 3"-11.99", complete in place, the sum of:	EA.	5	\$800.00	\$4,000.00
43	Remove tree 12"-23.99", complete in place, the sum of:	EA.	5	\$1,500.00	\$7,500.00
44	Clearance prune, complete in place, the sum of:	EA.	35	\$300.00	\$10,500.00
45	Tree protection fence, complete in place, the sum of:	L.F.	850	\$7.00	\$5,950.00
46	Root pruning trench, complete in place, the sum of:	L.F.	850	\$12.00	\$10,200.00
Tree Protection Items Total:					\$38,150.00

SUPPLEMENTAL ITEMS					
47	Cement Stabilized Sand, complete in place, the sum of:	C.Y.	20	\$40.00	\$800.00
48	Adjust existing valve box, meter box, or cleanout to be flush with top of proposed pavement or finished grade, complete in place, the sum of:	EA.	2	\$350.00	\$700.00
49	Install long side water service, complete in place, the sum of:	EA.	14	\$1,400.00	\$19,600.00
50	Install long side sewer service, complete in place, the sum of:	EA.	12	\$1,500.00	\$18,000.00
51	Install short side water service, complete in place, the sum of:	EA.	12	\$900.00	\$10,800.00
52	Install short side sewer service, complete in place, the sum of:	EA.	14	\$1,000.00	\$14,000.00
53	Additional footage for water service, complete in place, the sum of:	L.F.	50	\$50.00	\$2,500.00
54	Additional footage for sewer service, complete in place, the sum of:	L.F.	50	\$50.00	\$2,500.00
55	Piezometers, complete in place, the sum of:	EA.	2	\$500.00	\$1,000.00
56	Bank sand, complete in place, the sum of:	C.Y.	20	\$15.00	\$300.00
57	Well pointing for storm sewers, complete in place, the sum of:	L.F.	100	\$50.00	\$5,000.00
58	Wet condition bedding, complete in place, the sum of:	L.F.	100	\$15.00	\$1,500.00
Supplemental Items Total:					\$76,700.00
Paving Items Total:					\$435,206.00
Drainage Items Total:					\$794,390.00
Tree Protection Items Total:					\$38,150.00
Supplemental Items Total:					\$76,700.00
Total Construction Cost					\$1,344,446.00
Contingency (15%):					\$201,667.00
Opinion of Probable Construction Cost					\$1,546,120.00
Engineering Fees (Lump Sum):					\$152,100.00
Subconsultants Fees (Cost+10%):					\$43,750.00
Observation Fees (Full-Time):					\$203,500.00
OPINION OF PROBABLE PROJECT COST:					\$1,945,470.00

These estimates are presented for planning purposes only and are subject to change as the project progresses

Wilding Lane Drainage and Paving Improvements

City of Piney Point Village

HDR Job No. 19-028

OPINION OF PROBABLE PROJECT COSTS OPTION #2

Concrete - 18' Width

Item	Item Description	Unit	Quantity	Unit Price	Cost
PAVING ITEMS:					
1	Remove and replace 6" thick reinforced concrete driveway, including proof rolling, level up sand, and full depth saw cut, complete in place, the sum of:	S.Y.	240	\$100.00	\$24,000.00
2	Remove and replace 4" thick new decomposed granite driveways complete in place, the sum of:	S.Y.	38	\$80.00	\$3,040.00
3	Remove and replace concrete curb for reinforced concrete driveway, complete in place, the sum of:	L.F.	15	\$30.00	\$450.00
4	Remove and dispose concrete headwalls on driveway, complete in place, the sum of:	EA.	2	\$500.00	\$1,000.00
5	Temporary driveways, complete in place, the sum of:	EA.	8	\$750.00	\$6,000.00
6	Temporary paving, complete in place, the sum of:	S.Y.	930	\$60.00	\$55,800.00
7	Remove, salvage, and reinstall post mailbox, complete in place, the sum of:	EA.	12	\$400.00	\$4,800.00
8	Remove, and reset brick mailbox, complete in place, the sum of:	EA.	8	\$1,000.00	\$8,000.00
9	Remove, store, and reset existing traffic sign, complete in place, the sum of:	EA.	2	\$600.00	\$1,200.00
10	Remove and dispose of existing asphalt pavement and base material, complete in place, the sum of:	S.Y.	3,600	\$8.00	\$28,800.00
11	6" reinforced concrete pavement, complete in place, the sum of:	S.Y.	3,200	\$65.00	\$208,000.00
12	8" lime (4%) and fly-ash (8%) stabilized subgrade, complete in place, the sum of:	S.Y.	3,900	\$7.00	\$27,300.00
13	Lime for treating pavement subgrade, complete in place, the sum of:	TON	57	\$175.00	\$9,975.00
14	Fly Ash for treating pavement subgrade, complete in place, the sum of:	TON	113	\$137.00	\$15,481.00
15	Concrete paving header with undercut (Type I), complete in place, the sum of:	LF	20	\$20.00	\$400.00
16	24" wide solid white Type I reflective pavement markers (thermoplastic), complete in place, the sum of:	L.F.	15	\$20.00	\$300.00
17	12" wide solid Type I reflective pavement markers (thermoplastic), complete in place, the sum of:	L.F.	60	\$10.00	\$600.00
18	Traffic Control	L.S.	1	\$12,500.00	\$12,500.00
19	SWP3 Plan	L.S.	1	\$2,500.00	\$2,500.00
Paving Items Total:					\$410,146.00

DRAINAGE ITEMS					
20	Remove and dispose of existing storm sewer, complete in place, the sum of:	L.F.	215	\$20.00	\$4,300.00
21	Abandon and grout-fill existing storm sewer and culverts, complete in place, the sum of:	C.Y.	50	\$300.00	\$15,000.00
22	Remove and dispose of existing storm sewer inlet/manhole, complete in place, the sum of:	EA.	1	\$550.00	\$550.00
23	Remove and dispose of existing safety end treatment, complete in place, the sum of:	EA.	3	\$550.00	\$1,650.00
24	12" PVC for yard drain connections, all depths, complete in place, the sum of:	L.F.	550	\$85.00	\$46,750.00
25	Proposed connection to existing yard drain, complete in place, the sum of:	EA.	23	\$500.00	\$11,500.00
26	24" HDPE storm sewer including bedding and backfill, complete in place, the sum of:	L.F.	530	\$100.00	\$53,000.00
27	24" RCP all depths (open cut), including bedding and backfill, complete in place, the sum of:	L.F.	530	\$120.00	\$63,600.00
28	36" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	215	\$160.00	\$34,400.00
29	42" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	490	\$195.00	\$95,550.00
30	48" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	260	\$230.00	\$59,800.00
31	54" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	745	\$270.00	\$201,150.00
32	Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA.	33	\$3,000.00	\$99,000.00
33	5'x4' box manhole, including bedding and backfill, complete in place, the sum of:	EA.	7	\$6,000.00	\$42,000.00
34	6'x4' box manhole, all depths, complete in place, the sum of:	EA.	2	\$7,000.00	\$14,000.00
35	7'x4' box manhole, all depths, complete in place, the sum of:	EA.	5	\$8,000.00	\$40,000.00
36	Remove existing plug on storm sewer, all depths, all sizes, complete in place, the sum of:	EA.	1	\$900.00	\$900.00
37	Tie-in proposed storm sewer to existing storm sewer, complete in place, the sum of:	EA.	2	\$1,900.00	\$3,800.00
38	Tie-in existing storm sewer to proposed Type A Inlet, complete in place, the sum of:	EA.	1	\$1,900.00	\$1,900.00
39	Trench safety for all storm sewers greater than 5' deep, complete in place, the sum of:	L.F.	2,770	\$2.00	\$5,540.00
Drainage Items Total:					\$794,390.00
TREE PROTECTION ITEMS					
40	Remove tree 3"-11.99", complete in place, the sum of:	EA.	5	\$800.00	\$4,000.00
41	Remove tree 12"-23.99", complete in place, the sum of:	EA.	5	\$1,500.00	\$7,500.00
42	Clearance prune, complete in place, the sum of:	EA.	35	\$300.00	\$10,500.00
43	Tree protection fence, complete in place, the sum of:	L.F.	850	\$7.00	\$5,950.00
44	Root pruning trench, complete in place, the sum of:	L.F.	850	\$12.00	\$10,200.00
Tree Protection Items Total:					\$38,150.00

SUPPLEMENTAL ITEMS					
45	Cement Stabilized Sand, complete in place, the sum of:	C.Y.	20	\$40.00	\$800.00
46	Adjust existing valve box, meter box, or cleanout to be flush with top of proposed pavement or finished grade, complete in place, the sum of:	EA.	2	\$350.00	\$700.00
47	Install long side water service, complete in place, the sum of:	EA.	14	\$1,400.00	\$19,600.00
48	Install long side sewer service, complete in place, the sum of:	EA.	12	\$1,500.00	\$18,000.00
49	Install short side water service, complete in place, the sum of:	EA.	12	\$900.00	\$10,800.00
50	Install short side sewer service, complete in place, the sum of:	EA.	14	\$1,000.00	\$14,000.00
51	Additional footage for water service, complete in place, the sum of:	L.F.	50	\$50.00	\$2,500.00
52	Additional footage for sewer service, complete in place, the sum of:	L.F.	50	\$50.00	\$2,500.00
53	Piezometers, complete in place, the sum of:	EA.	2	\$500.00	\$1,000.00
54	Bank sand, complete in place, the sum of:	C.Y.	20	\$15.00	\$300.00
55	Well pointing for storm sewers, complete in place, the sum of:	L.F.	100	\$50.00	\$5,000.00
56	Wet condition bedding, complete in place, the sum of:	L.F.	100	\$15.00	\$1,500.00
Supplemental Items Total:					\$76,700.00
Paving Items Total:					\$410,146.00
Drainage Items Total:					\$794,390.00
Tree Protection Items Total:					\$38,150.00
Supplemental Items Total:					\$76,700.00
Total Construction Cost					\$1,319,386.00
Contingency (15%):					\$197,908.00
Opinion of Probable Construction Cost					\$1,517,300.00
Engineering Fees (Lump Sum):					\$152,100.00
Subconsultants Fees (Cost+10%):					\$43,750.00
Observation Fees (Full-Time):					\$203,500.00
OPINION OF PROBABLE PROJECT COST:					\$1,916,650.00

These estimates are presented for planning purposes only and are subject to change as the project progresses

Wilding Lane Drainage and Paving Improvements

City of Piney Point Village

HDR Job No. 19-028

OPINION OF PROBABLE PROJECT COSTS OPTION #3

Dyed Concrete - 18' Width

Item	Item Description	Unit	Quantity	Unit Price	Cost
PAVING ITEMS:					
1	Remove and replace 6" thick reinforced concrete driveway, including proof rolling, level up sand, and full depth saw cut, complete in place, the sum of:	S.Y.	240	\$100.00	\$24,000.00
2	Remove and replace 4" thick new decomposed granite driveways complete in place, the sum of:	S.Y.	38	\$80.00	\$3,040.00
3	Remove and replace concrete curb for reinforced concrete driveway, complete in place, the sum of:	L.F.	15	\$30.00	\$450.00
4	Remove and dispose concrete headwalls on driveway, complete in place, the sum of:	EA.	2	\$500.00	\$1,000.00
5	Temporary driveways, complete in place, the sum of:	EA.	8	\$750.00	\$6,000.00
6	Temporary paving, complete in place, the sum of:	S.Y.	930	\$60.00	\$55,800.00
7	Remove, salvage, and reinstall post mailbox, complete in place, the sum of:	EA.	12	\$400.00	\$4,800.00
8	Remove, and reset brick mailbox, complete in place, the sum of:	EA.	8	\$1,000.00	\$8,000.00
9	Remove, store, and reset existing traffic sign, complete in place, the sum of:	EA.	2	\$600.00	\$1,200.00
10	Remove and dispose of existing asphalt pavement and base material, complete in place, the sum of:	S.Y.	3,600	\$8.00	\$28,800.00
10	6" reinforced concrete pavement, complete in place, the sum of:	S.Y.	3,200	\$65.00	\$208,000.00
11	8" lime (4%) and fly-ash (8%) stabilized subgrade, complete in place, the sum of:	S.Y.	3,900	\$7.00	\$27,300.00
12	Lime for treating pavement subgrade, complete in place, the sum of:	TON	57	\$175.00	\$9,975.00
13	Fly Ash for treating pavement subgrade, complete in place, the sum of:	TON	113	\$137.00	\$15,481.00
14	Black dye application into concrete mix, complete in place, the sum of:	S.F.	28,500	\$5.25	\$149,625.00
15	Concrete paving header with undercut (Type I), complete in place, the sum of:	LF	20	\$20.00	\$400.00
16	24" wide solid white Type I reflective pavement markers (thermoplastic), complete in place, the sum of:	L.F.	15	\$20.00	\$300.00
17	12" wide solid Type I reflective pavement markers (thermoplastic), complete in place, the sum of:	L.F.	60	\$10.00	\$600.00
18	Traffic Control	L.S.	1	\$12,500.00	\$12,500.00
19	SWP3 Plan	L.S.	1	\$2,500.00	\$2,500.00
Paving Items Total:					\$559,771.00

DRAINAGE ITEMS					
20	Remove and dispose of existing storm sewer, complete in place, the sum of:	L.F.	215	\$20.00	\$4,300.00
21	Abandon and grout-fill existing storm sewer and culverts, complete in place, the sum of:	C.Y.	50	\$300.00	\$15,000.00
22	Remove and dispose of existing storm sewer inlet/manhole, complete in place, the sum of:	EA.	1	\$550.00	\$550.00
23	Remove and dispose of existing safety end treatment, complete in place, the sum of:	EA.	3	\$550.00	\$1,650.00
24	12" PVC for yard drain connections, all depths, complete in place, the sum of:	L.F.	550	\$85.00	\$46,750.00
25	Proposed connection to existing yard drain, complete in place, the sum of:	EA.	23	\$500.00	\$11,500.00
26	24" HDPE storm sewer including bedding and backfill, complete in place, the sum of:	L.F.	530	\$100.00	\$53,000.00
27	24" RCP all depths (open cut), including bedding and backfill, complete in place, the sum of:	L.F.	530	\$120.00	\$63,600.00
28	36" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	215	\$160.00	\$34,400.00
29	42" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	490	\$195.00	\$95,550.00
30	48" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	260	\$230.00	\$59,800.00
31	54" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	745	\$270.00	\$201,150.00
32	Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA.	33	\$3,000.00	\$99,000.00
33	5'x4' box manhole, including bedding and backfill, complete in place, the sum of:	EA.	7	\$6,000.00	\$42,000.00
34	6'x4' box manhole, all depths, complete in place, the sum of:	EA.	2	\$7,000.00	\$14,000.00
35	7'x4' box manhole, all depths, complete in place, the sum of:	EA.	5	\$8,000.00	\$40,000.00
36	Remove existing plug on storm sewer, all depths, all sizes, complete in place, the sum of:	EA.	1	\$900.00	\$900.00
37	Tie-in proposed storm sewer to existing storm sewer, complete in place, the sum of:	EA.	2	\$1,900.00	\$3,800.00
38	Tie-in existing storm sewer to proposed Type A Inlet, complete in place, the sum of:	EA.	1	\$1,900.00	\$1,900.00
39	Trench safety for all storm sewers greater than 5' deep, complete in place, the sum of:	L.F.	2,770	\$2.00	\$5,540.00
Drainage Items Total:					\$794,390.00
TREE PROTECTION ITEMS					
40	Remove tree 3"-11.99", complete in place, the sum of:	EA.	5	\$800.00	\$4,000.00
41	Remove tree 12"-23.99", complete in place, the sum of:	EA.	5	\$1,500.00	\$7,500.00
42	Clearance prune, complete in place, the sum of:	EA.	35	\$300.00	\$10,500.00
43	Tree protection fence, complete in place, the sum of:	L.F.	850	\$7.00	\$5,950.00
44	Root pruning trench, complete in place, the sum of:	L.F.	850	\$12.00	\$10,200.00
Tree Protection Items Total:					\$38,150.00

SUPPLEMENTAL ITEMS					
45	Cement Stabilized Sand, complete in place, the sum of:	C.Y.	20	\$40.00	\$800.00
46	Adjust existing valve box, meter box, or cleanout to be flush with top of proposed pavement or finished grade, complete in place, the sum of:	EA.	2	\$350.00	\$700.00
47	Install long side water service, complete in place, the sum of:	EA.	14	\$1,400.00	\$19,600.00
48	Install long side sewer service, complete in place, the sum of:	EA.	12	\$1,500.00	\$18,000.00
49	Install short side water service, complete in place, the sum of:	EA.	12	\$900.00	\$10,800.00
50	Install short side sewer service, complete in place, the sum of:	EA.	14	\$1,000.00	\$14,000.00
51	Additional footage for water service, complete in place, the sum of:	L.F.	50	\$50.00	\$2,500.00
52	Additional footage for sewer service, complete in place, the sum of:	L.F.	50	\$50.00	\$2,500.00
53	Piezometers, complete in place, the sum of:	EA.	2	\$500.00	\$1,000.00
54	Bank sand, complete in place, the sum of:	C.Y.	20	\$15.00	\$300.00
55	Well pointing for storm sewers, complete in place, the sum of:	L.F.	100	\$50.00	\$5,000.00
56	Wet condition bedding, complete in place, the sum of:	L.F.	100	\$15.00	\$1,500.00
Supplemental Items Total:					\$76,700.00
Paving Items Total:					\$559,771.00
Drainage Items Total:					\$794,390.00
Tree Protection Items Total:					\$38,150.00
Supplemental Items Total:					\$76,700.00
Total Construction Cost					\$1,469,011.00
Contingency (15%):					\$220,352.00
Opinion of Probable Construction Cost					\$1,689,370.00
Engineering Fees (Lump Sum):					\$152,100.00
Subconsultants Fees (Cost+10%):					\$43,750.00
Observation Fees (Full-Time):					\$203,500.00
OPINION OF PROBABLE PROJECT COST:					\$2,088,720.00

These estimates are presented for planning purposes only and are subject to change as the project progresses

Wilding Lane Drainage and Paving Improvements

City of Piney Point Village

HDR Job No. 19-028

OPINION OF PROBABLE PROJECT COSTS OPTION #4

Asphalt - 20' Width

Item	Item Description	Unit	Quantity	Unit Price	Cost
PAVING ITEMS:					
1	Remove and replace 6" thick reinforced concrete driveway, including proof rolling, level up sand, and full depth saw cut, complete in place, the sum of:	S.Y.	1280	\$100.00	\$128,000.00
2	Remove and replace 4" thick new decomposed granite driveways complete in place, the sum of:	S.Y.	80	\$100.00	\$8,000.00
3	Remove and replace concrete curb for reinforced concrete driveway, complete in place, the sum of:	L.F.	15	\$30.00	\$450.00
4	Remove and dispose concrete headwalls on driveway, complete in place, the sum of:	EA.	13	\$500.00	\$6,500.00
5	Temporary driveways, complete in place, the sum of:	EA.	35	\$750.00	\$26,250.00
6	Temporary paving, complete in place, the sum of:	S.Y.	790	\$60.00	\$47,400.00
7	Remove, salvage, and reinstall post mailbox, complete in place, the sum of:	EA.	12	\$400.00	\$4,800.00
8	Remove, and reset brick mailbox, complete in place, the sum of:	EA.	8	\$1,000.00	\$8,000.00
9	Remove, store, and reset existing traffic sign, complete in place, the sum of:	EA.	2	\$600.00	\$1,200.00
10	Remove and dispose of existing asphalt pavement and base material, complete in place, the sum of:	S.Y.	3,600	\$8.00	\$28,800.00
11	2" Type C HMA overlay, including tack coat, complete in place, the sum of:	S.Y.	3,600	\$20.00	\$72,000.00
12	6" Type B HMA Black Base Course	S.Y.	3,900	\$45.00	\$175,500.00
13	8" lime (4%) and fly-ash (8%) stabilized subgrade, complete in place, the sum of:	S.Y.	4,200	\$7.00	\$29,400.00
14	Prime coat, complete in place, the sum of:	GAL	1,370	\$5.00	\$6,850.00
15	Lime for treating pavement subgrade, complete in place, the sum of:	TON	61	\$175.00	\$10,675.00
16	Fly Ash for treating pavement subgrade, complete in place, the sum of:	TON	121	\$137.00	\$16,577.00
17	Concrete paving header (Type II), complete in place, the sum of:	LF	20	\$20.00	\$400.00
18	24" wide solid white Type I reflective pavement markers (thermoplastic), complete in place, the sum of:	L.F.	15	\$20.00	\$300.00
19	12" wide solid Type I reflective pavement markers (thermoplastic), complete in place, the sum of:	L.F.	60	\$10.00	\$600.00
20	Traffic Control	L.S.	1	\$12,500.00	\$12,500.00
21	SWP3 Plan	L.S.	1	\$2,500.00	\$2,500.00
Paving Items Total:					\$586,702.00

DRAINAGE ITEMS					
22	Remove and dispose of existing storm sewer, complete in place, the sum of:	L.F.	1,150	\$20.00	\$23,000.00
23	Abandon and grout-fill existing storm sewer and culverts, complete in place, the sum of:	C.Y.	2	\$300.00	\$600.00
24	Remove and dispose of existing storm sewer inlet/manhole, complete in place, the sum of:	EA.	1	\$550.00	\$550.00
25	Remove and dispose of existing safety end treatment, complete in place, the sum of:	EA.	3	\$550.00	\$1,650.00
26	12" PVC for yard drain connections, all depths, complete in place, the sum of:	L.F.	550	\$85.00	\$46,750.00
27	Proposed connection to existing yard drain, complete in place, the sum of:	EA.	23	\$500.00	\$11,500.00
28	24" HDPE storm sewer including bedding and backfill, complete in place, the sum of:	L.F.	530	\$100.00	\$53,000.00
29	24" RCP all depths (open cut), including bedding and backfill, complete in place, the sum of:	L.F.	530	\$120.00	\$63,600.00
30	36" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	215	\$160.00	\$34,400.00
31	42" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	490	\$195.00	\$95,550.00
32	48" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	260	\$230.00	\$59,800.00
33	54" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	745	\$270.00	\$201,150.00
34	Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA.	33	\$3,000.00	\$99,000.00
35	5'x4' box manhole, including bedding and backfill, complete in place, the sum of:	EA.	7	\$6,000.00	\$42,000.00
36	6'x4' box manhole, all depths, complete in place, the sum of:	EA.	2	\$7,000.00	\$14,000.00
37	7'x4' box manhole, all depths, complete in place, the sum of:	EA.	5	\$8,000.00	\$40,000.00
38	Remove existing plug on storm sewer, all depths, all sizes, complete in place, the sum of:	EA.	1	\$900.00	\$900.00
39	Tie-in proposed storm sewer to existing storm sewer with concrete collar, complete in place, the sum of:	EA.	2	\$1,900.00	\$3,800.00
40	Tie-in existing storm sewer to proposed Type A Inlet, complete in place, the sum of:	EA.	1	\$1,900.00	\$1,900.00
41	Trench safety for all storm sewers greater than 5' deep, complete in place, the sum of:	L.F.	2,770	\$2.00	\$5,540.00
Drainage Items Total:					\$798,690.00
TREE PROTECTION ITEMS					
42	Remove tree 3"-11.99", complete in place, the sum of:	EA.	5	\$800.00	\$4,000.00
43	Remove tree 12"-23.99", complete in place, the sum of:	EA.	5	\$1,500.00	\$7,500.00
44	Clearance prune, complete in place, the sum of:	EA.	35	\$300.00	\$10,500.00
45	Tree protection fence, complete in place, the sum of:	L.F.	850	\$7.00	\$5,950.00
46	Root pruning trench, complete in place, the sum of:	L.F.	850	\$12.00	\$10,200.00
Tree Protection Items Total:					\$38,150.00

SUPPLEMENTAL ITEMS					
47	Cement Stabilized Sand, complete in place, the sum of:	C.Y.	20	\$40.00	\$800.00
48	Adjust existing valve box, meter box, or cleanout to be flush with top of proposed pavement or finished grade, complete in place, the sum of:	EA.	2	\$350.00	\$700.00
49	Install long side water service, complete in place, the sum of:	EA.	14	\$1,400.00	\$19,600.00
50	Install long side sewer service, complete in place, the sum of:	EA.	12	\$1,500.00	\$18,000.00
51	Install short side water service, complete in place, the sum of:	EA.	12	\$900.00	\$10,800.00
52	Install short side sewer service, complete in place, the sum of:	EA.	14	\$1,000.00	\$14,000.00
53	Additional footage for water service, complete in place, the sum of:	L.F.	50	\$50.00	\$2,500.00
54	Additional footage for sewer service, complete in place, the sum of:	L.F.	50	\$50.00	\$2,500.00
55	Piezometers, complete in place, the sum of:	EA.	2	\$500.00	\$1,000.00
56	Bank sand, complete in place, the sum of:	C.Y.	20	\$15.00	\$300.00
57	Well pointing for storm sewers, complete in place, the sum of:	L.F.	100	\$50.00	\$5,000.00
58	Wet condition bedding, complete in place, the sum of:	L.F.	100	\$15.00	\$1,500.00
Supplemental Items Total:					\$76,700.00
Paving Items Total:					\$586,702.00
Drainage Items Total:					\$798,690.00
Tree Protection Items Total:					\$38,150.00
Supplemental Items Total:					\$76,700.00
Total Construction Cost					\$1,500,242.00
Contingency (15%):					\$225,037.00
Opinion of Probable Construction Cost					\$1,725,280.00
Engineering Fees (Lump Sum):					\$152,100.00
Subconsultants Fees (Cost+10%):					\$43,750.00
Observation Fees (Full-Time):					\$203,500.00
OPINION OF PROBABLE PROJECT COST:					\$2,124,630.00

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59	One foot of black crushed granite on each side of the road	S.Y.	2372	\$100.00	\$237,200.00
60	Two feet of black crushed granite on each side of the road	S.Y.	4744	\$100.00	\$474,400.00
61	Three feet of black crushed granite on each side of the road	S.Y.	7116	\$100.00	\$711,600.00

Wilding Lane Drainage and Paving Improvements

City of Piney Point Village

HDR Job No. 19-028

OPINION OF PROBABLE PROJECT COSTS OPTION #5

Concrete - 20' Width

Item	Item Description	Unit	Quantity	Unit Price	Cost
PAVING ITEMS:					
1	Remove and replace 6" thick reinforced concrete driveway, including proof rolling, level up sand, and full depth saw cut, complete in place, the sum of:	S.Y.	1280	\$100.00	\$128,000.00
2	Remove and replace 4" thick new decomposed granite driveways complete in place, the sum of:	S.Y.	80	\$100.00	\$8,000.00
3	Remove and replace concrete curb for reinforced concrete driveway, complete in place, the sum of:	L.F.	15	\$30.00	\$450.00
4	Remove and dispose concrete headwalls on driveway, complete in place, the sum of:	EA.	13	\$500.00	\$6,500.00
5	Temporary driveways, complete in place, the sum of:	EA.	35	\$750.00	\$26,250.00
6	Temporary paving, complete in place, the sum of:	S.Y.	790	\$60.00	\$47,400.00
7	Remove, salvage, and reinstall post mailbox, complete in place, the sum of:	EA.	12	\$400.00	\$4,800.00
8	Remove, and reset brick mailbox, complete in place, the sum of:	EA.	8	\$1,000.00	\$8,000.00
9	Remove, store, and reset existing traffic sign, complete in place, the sum of:	EA.	2	\$600.00	\$1,200.00
10	Remove and dispose of existing asphalt pavement and base material, complete in place, the sum of:	S.Y.	3,600	\$8.00	\$28,800.00
11	6" reinforced concrete pavement, complete in place, the sum of:	S.Y.	3,600	\$65.00	\$234,000.00
12	8" lime (4%) and fly-ash (8%) stabilized subgrade, complete in place, the sum of:	S.Y.	4,200	\$7.00	\$29,400.00
13	Lime for treating pavement subgrade, complete in place, the sum of:	TON	61	\$175.00	\$10,675.00
14	Fly Ash for treating pavement subgrade, complete in place, the sum of:	TON	121	\$137.00	\$16,577.00
15	Concrete paving header with undercut (Type I), complete in place, the sum of:	LF	20	\$20.00	\$400.00
16	24" wide solid white Type I reflective pavement markers (thermoplastic), complete in place, the sum of:	L.F.	15	\$20.00	\$300.00
17	12" wide solid Type I reflective pavement markers (thermoplastic), complete in place, the sum of:	L.F.	60	\$10.00	\$600.00
18	Traffic Control	L.S.	1	\$12,500.00	\$12,500.00
19	SWP3 Plan	L.S.	1	\$2,500.00	\$2,500.00
Paving Items Total:					\$566,352.00

DRAINAGE ITEMS					
20	Remove and dispose of existing storm sewer, complete in place, the sum of:	L.F.	1,150	\$20.00	\$23,000.00
21	Abandon and grout-fill existing storm sewer and culverts, complete in place, the sum of:	C.Y.	2	\$300.00	\$600.00
22	Remove and dispose of existing storm sewer inlet/manhole, complete in place, the sum of:	EA.	1	\$550.00	\$550.00
23	Remove and dispose of existing safety end treatment, complete in place, the sum of:	EA.	3	\$550.00	\$1,650.00
24	12" PVC for yard drain connections, all depths, complete in place, the sum of:	L.F.	550	\$85.00	\$46,750.00
25	Proposed connection to existing yard drain, complete in place, the sum of:	EA.	23	\$500.00	\$11,500.00
26	24" HDPE storm sewer including bedding and backfill, complete in place, the sum of:	L.F.	530	\$100.00	\$53,000.00
27	24" RCP all depths (open cut), including bedding and backfill, complete in place, the sum of:	L.F.	530	\$120.00	\$63,600.00
28	36" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	215	\$160.00	\$34,400.00
29	42" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	490	\$195.00	\$95,550.00
30	48" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	260	\$230.00	\$59,800.00
31	54" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	745	\$270.00	\$201,150.00
32	Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA.	33	\$3,000.00	\$99,000.00
33	5'x4' box manhole, including bedding and backfill, complete in place, the sum of:	EA.	7	\$6,000.00	\$42,000.00
34	6'x4' box manhole, all depths, complete in place, the sum of:	EA.	2	\$7,000.00	\$14,000.00
35	7'x4' box manhole, all depths, complete in place, the sum of:	EA.	5	\$8,000.00	\$40,000.00
36	Remove existing plug on storm sewer, all depths, all sizes, complete in place, the sum of:	EA.	1	\$900.00	\$900.00
37	Tie-in proposed storm sewer to existing storm sewer, complete in place, the sum of:	EA.	2	\$1,900.00	\$3,800.00
38	Tie-in existing storm sewer to proposed Type A Inlet, complete in place, the sum of:	EA.	1	\$1,900.00	\$1,900.00
39	Trench safety for all storm sewers greater than 5' deep, complete in place, the sum of:	L.F.	2,770	\$2.00	\$5,540.00
Drainage Items Total:					\$798,690.00
TREE PROTECTION ITEMS					
40	Remove tree 3"-11.99", complete in place, the sum of:	EA.	5	\$800.00	\$4,000.00
41	Remove tree 12"-23.99", complete in place, the sum of:	EA.	5	\$1,500.00	\$7,500.00
42	Clearance prune, complete in place, the sum of:	EA.	35	\$300.00	\$10,500.00
43	Tree protection fence, complete in place, the sum of:	L.F.	850	\$7.00	\$5,950.00
44	Root pruning trench, complete in place, the sum of:	L.F.	850	\$12.00	\$10,200.00
Tree Protection Items Total:					\$38,150.00

SUPPLEMENTAL ITEMS					
45	Cement Stabilized Sand, complete in place, the sum of:	C.Y.	20	\$40.00	\$800.00
46	Adjust existing valve box, meter box, or cleanout to be flush with top of proposed pavement or finished grade, complete in place, the sum of:	EA.	2	\$350.00	\$700.00
47	Install long side water service, complete in place, the sum of:	EA.	14	\$1,400.00	\$19,600.00
48	Install long side sewer service, complete in place, the sum of:	EA.	12	\$1,500.00	\$18,000.00
49	Install short side water service, complete in place, the sum of:	EA.	12	\$900.00	\$10,800.00
50	Install short side sewer service, complete in place, the sum of:	EA.	14	\$1,000.00	\$14,000.00
51	Additional footage for water service, complete in place, the sum of:	L.F.	50	\$50.00	\$2,500.00
52	Additional footage for sewer service, complete in place, the sum of:	L.F.	50	\$50.00	\$2,500.00
53	Piezometers, complete in place, the sum of:	EA.	2	\$500.00	\$1,000.00
54	Bank sand, complete in place, the sum of:	C.Y.	20	\$15.00	\$300.00
55	Well pointing for storm sewers, complete in place, the sum of:	L.F.	100	\$50.00	\$5,000.00
56	Wet condition bedding, complete in place, the sum of:	L.F.	100	\$15.00	\$1,500.00
Supplemental Items Total:					\$76,700.00
Paving Items Total:					\$566,352.00
Drainage Items Total:					\$798,690.00
Tree Protection Items Total:					\$38,150.00
Supplemental Items Total:					\$76,700.00
Total Construction Cost					\$1,479,892.00
Contingency (15%):					\$221,984.00
Opinion of Probable Construction Cost					\$1,701,880.00
Engineering Fees (Lump Sum):					\$152,100.00
Subconsultants Fees (Cost+10%):					\$43,750.00
Observation Fees (Full-Time):					\$203,500.00
OPINION OF PROBABLE PROJECT COST:					\$2,101,230.00

These estimates are presented for planning purposes only and are subject to change as the project progresses

Wilding Lane Drainage and Paving Improvements

City of Piney Point Village

HDR Job No. 19-028

OPINION OF PROBABLE PROJECT COSTS OPTION #6

Dyed Concrete - 20' Width

Item	Item Description	Unit	Quantity	Unit Price	Cost
PAVING ITEMS:					
1	Remove and replace 6" thick reinforced concrete driveway, including proof rolling, level up sand, and full depth saw cut, complete in place, the sum of:	S.Y.	1280	\$100.00	\$128,000.00
2	Remove and replace 4" thick new decomposed granite driveways complete in place, the sum of:	S.Y.	80	\$100.00	\$8,000.00
3	Remove and replace concrete curb for reinforced concrete driveway, complete in place, the sum of:	L.F.	15	\$30.00	\$450.00
4	Remove and dispose concrete headwalls on driveway, complete in place, the sum of:	EA.	13	\$500.00	\$6,500.00
5	Temporary driveways, complete in place, the sum of:	EA.	35	\$750.00	\$26,250.00
6	Temporary paving, complete in place, the sum of:	S.Y.	790	\$60.00	\$47,400.00
7	Remove, salvage, and reinstall post mailbox, complete in place, the sum of:	EA.	12	\$400.00	\$4,800.00
8	Remove, and reset brick mailbox, complete in place, the sum of:	EA.	8	\$1,000.00	\$8,000.00
9	Remove, store, and reset existing traffic sign, complete in place, the sum of:	EA.	2	\$600.00	\$1,200.00
10	Remove and dispose of existing asphalt pavement and base material, complete in place, the sum of:	S.Y.	3,600	\$8.00	\$28,800.00
11	6" reinforced concrete pavement, complete in place, the sum of:	S.Y.	3,600	\$65.00	\$234,000.00
12	8" lime (4%) and fly-ash (8%) stabilized subgrade, complete in place, the sum of:	S.Y.	4,200	\$7.00	\$29,400.00
13	Lime for treating pavement subgrade, complete in place, the sum of:	TON	61	\$175.00	\$10,675.00
14	Fly Ash for treating pavement subgrade, complete in place, the sum of:	TON	121	\$137.00	\$16,577.00
15	Black dye application into concrete mix, complete in place, the sum of:	S.F.	31,650	\$5.25	\$166,162.50
16	Concrete paving header with undercut (Type I), complete in place, the sum of:	LF	20	\$20.00	\$400.00
17	24" wide solid white Type I reflective pavement markers (thermoplastic), complete in place, the sum of:	L.F.	15	\$20.00	\$300.00
18	12" wide solid Type I reflective pavement markers (thermoplastic), complete in place, the sum of:	L.F.	60	\$10.00	\$600.00
19	Traffic Control	L.S.	1	\$12,500.00	\$12,500.00
20	SWP3 Plan	L.S.	1	\$2,500.00	\$2,500.00
Paving Items Total:					\$732,514.50

DRAINAGE ITEMS					
21	Remove and dispose of existing storm sewer, complete in place, the sum of:	L.F.	1,150	\$20.00	\$23,000.00
22	Abandon and grout-fill existing storm sewer and culverts, complete in place, the sum of:	C.Y.	2	\$300.00	\$600.00
23	Remove and dispose of existing storm sewer inlet/manhole, complete in place, the sum of:	EA.	1	\$550.00	\$550.00
24	Remove and dispose of existing safety end treatment, complete in place, the sum of:	EA.	3	\$550.00	\$1,650.00
25	12" PVC for yard drain connections, all depths, complete in place, the sum of:	L.F.	550	\$85.00	\$46,750.00
26	Proposed connection to existing yard drain, complete in place, the sum of:	EA.	23	\$500.00	\$11,500.00
27	24" HDPE storm sewer including bedding and backfill, complete in place, the sum of:	L.F.	530	\$100.00	\$53,000.00
28	24" RCP all depths (open cut), including bedding and backfill, complete in place, the sum of:	L.F.	530	\$120.00	\$63,600.00
29	36" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	215	\$160.00	\$34,400.00
30	42" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	490	\$195.00	\$95,550.00
31	48" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	260	\$230.00	\$59,800.00
32	54" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	745	\$270.00	\$201,150.00
33	Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA.	33	\$3,000.00	\$99,000.00
34	5'x4' box manhole, including bedding and backfill, complete in place, the sum of:	EA.	7	\$6,000.00	\$42,000.00
35	6'x4' box manhole, all depths, complete in place, the sum of:	EA.	2	\$7,000.00	\$14,000.00
36	7'x4' box manhole, all depths, complete in place, the sum of:	EA.	5	\$8,000.00	\$40,000.00
37	Remove existing plug on storm sewer, all depths, all sizes, complete in place, the sum of:	EA.	1	\$900.00	\$900.00
38	Tie-in proposed storm sewer to existing storm sewer, complete in place, the sum of:	EA.	2	\$1,900.00	\$3,800.00
39	Tie-in existing storm sewer to proposed Type A Inlet, complete in place, the sum of:	EA.	1	\$1,900.00	\$1,900.00
40	Trench safety for all storm sewers greater than 5' deep, complete in place, the sum of:	L.F.	2,770	\$2.00	\$5,540.00
Drainage Items Total:					\$798,690.00
TREE PROTECTION ITEMS					
41	Remove tree 3"-11.99", complete in place, the sum of:	EA.	5	\$800.00	\$4,000.00
42	Remove tree 12"-23.99", complete in place, the sum of:	EA.	5	\$1,500.00	\$7,500.00
43	Clearance prune, complete in place, the sum of:	EA.	35	\$300.00	\$10,500.00
44	Tree protection fence, complete in place, the sum of:	L.F.	850	\$7.00	\$5,950.00
45	Root pruning trench, complete in place, the sum of:	L.F.	850	\$12.00	\$10,200.00
Tree Protection Items Total:					\$38,150.00

SUPPLEMENTAL ITEMS					
46	Cement Stabilized Sand, complete in place, the sum of:	C.Y.	20	\$40.00	\$800.00
47	Adjust existing valve box, meter box, or cleanout to be flush with top of proposed pavement or finished grade, complete in place, the sum of:	EA.	2	\$350.00	\$700.00
48	Install long side water service, complete in place, the sum of:	EA.	14	\$1,400.00	\$19,600.00
49	Install long side sewer service, complete in place, the sum of:	EA.	12	\$1,500.00	\$18,000.00
50	Install short side water service, complete in place, the sum of:	EA.	12	\$900.00	\$10,800.00
51	Install short side sewer service, complete in place, the sum of:	EA.	14	\$1,000.00	\$14,000.00
52	Additional footage for water service, complete in place, the sum of:	L.F.	50	\$50.00	\$2,500.00
53	Additional footage for sewer service, complete in place, the sum of:	L.F.	50	\$50.00	\$2,500.00
54	Piezometers, complete in place, the sum of:	EA.	2	\$500.00	\$1,000.00
55	Bank sand, complete in place, the sum of:	C.Y.	20	\$15.00	\$300.00
56	Well pointing for storm sewers, complete in place, the sum of:	L.F.	100	\$50.00	\$5,000.00
57	Wet condition bedding, complete in place, the sum of:	L.F.	100	\$15.00	\$1,500.00
Supplemental Items Total:					\$76,700.00
Paving Items Total:					\$732,514.50
Drainage Items Total:					\$798,690.00
Tree Protection Items Total:					\$38,150.00
Supplemental Items Total:					\$76,700.00
Total Construction Cost					\$1,646,054.50
Contingency (15%):					\$246,909.00
Opinion of Probable Construction Cost					\$1,892,970.00
Engineering Fees (Lump Sum):					\$152,100.00
Subconsultants Fees (Cost+10%):					\$43,750.00
Observation Fees (Full-Time):					\$203,500.00
OPINION OF PROBABLE PROJECT COST:					\$2,292,320.00

These estimates are presented for planning purposes only and are subject to change as the project progresses

Appendix #2

Wilding Lane Drainage and Paving Improvements

City of Piney Point Village

HDR Job No. 19-028

OPINION OF PROBABLE PROJECT COSTS OPTION #7

Asphalt - 22' Width

Item	Item Description	Unit	Quantity	Unit Price	Cost
PAVING ITEMS:					
1	Remove and replace 6" thick reinforced concrete driveway, including proof rolling, level up sand, and full depth saw cut, complete in place, the sum of:	S.Y.	1280	\$100.00	\$128,000.00
2	Remove and replace 4" thick new decomposed granite driveways complete in place, the sum of:	S.Y.	80	\$100.00	\$8,000.00
3	Remove and replace concrete curb for reinforced concrete driveway, complete in place, the sum of:	L.F.	15	\$30.00	\$450.00
4	Remove and dispose concrete headwalls on driveway, complete in place, the sum of:	EA.	13	\$500.00	\$6,500.00
5	Temporary driveways, complete in place, the sum of:	EA.	35	\$750.00	\$26,250.00
6	Temporary paving, complete in place, the sum of:	S.Y.	655	\$60.00	\$39,300.00
7	Remove, salvage, and reinstall post mailbox, complete in place, the sum of:	EA.	12	\$400.00	\$4,800.00
8	Remove, and reset brick mailbox, complete in place, the sum of:	EA.	8	\$1,000.00	\$8,000.00
9	Remove, store, and reset existing traffic sign, complete in place, the sum of:	EA.	2	\$600.00	\$1,200.00
10	Remove and dispose of existing asphalt pavement and base material, complete in place, the sum of:	S.Y.	3,600	\$8.00	\$28,800.00
11	2" Type C HMAC overlay, including tack coat, complete in place, the sum of:	S.Y.	3,900	\$20.00	\$78,000.00
12	6" Type B HMAC Black Base Course	S.Y.	4,200	\$45.00	\$189,000.00
13	8" lime (4%) and fly-ash (8%) stabilized subgrade, complete in place, the sum of:	S.Y.	4,550	\$7.00	\$31,850.00
14	Prime coat, complete in place, the sum of:	GAL	1,475	\$5.00	\$7,375.00
15	Lime for treating pavement subgrade, complete in place, the sum of:	TON	66	\$175.00	\$11,550.00
16	Fly Ash for treating pavement subgrade, complete in place, the sum of:	TON	132	\$137.00	\$18,084.00
17	Concrete paving header (Type II), complete in place, the sum of:	LF	20	\$20.00	\$400.00
18	24" wide solid white Type I reflective pavement markers (thermoplastic), complete in place, the sum of:	L.F.	15	\$20.00	\$300.00
19	12" wide solid Type I reflective pavement markers (thermoplastic), complete in place, the sum of:	L.F.	60	\$10.00	\$600.00
20	Traffic Control	L.S.	1	\$12,500.00	\$12,500.00
21	SWP3 Plan	L.S.	1	\$2,500.00	\$2,500.00
Paving Items Total:					\$603,459.00

DRAINAGE ITEMS					
22	Remove and dispose of existing storm sewer, complete in place, the sum of:	L.F.	1,150	\$20.00	\$23,000.00
23	Abandon and grout-fill existing storm sewer and culverts, complete in place, the sum of:	C.Y.	2	\$300.00	\$600.00
24	Remove and dispose of existing storm sewer inlet/manhole, complete in place, the sum of:	EA.	1	\$550.00	\$550.00
25	Remove and dispose of existing safety end treatment, complete in place, the sum of:	EA.	3	\$550.00	\$1,650.00
26	12" PVC for yard drain connections, all depths, complete in place, the sum of:	L.F.	550	\$85.00	\$46,750.00
27	Proposed connection to existing yard drain, complete in place, the sum of:	EA.	23	\$500.00	\$11,500.00
28	24" HDPE storm sewer including bedding and backfill, complete in place, the sum of:	L.F.	530	\$100.00	\$53,000.00
29	24" RCP all depths (open cut), including bedding and backfill, complete in place, the sum of:	L.F.	530	\$120.00	\$63,600.00
30	36" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	215	\$160.00	\$34,400.00
31	42" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	490	\$195.00	\$95,550.00
32	48" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	260	\$230.00	\$59,800.00
33	54" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	745	\$270.00	\$201,150.00
34	Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA.	33	\$3,000.00	\$99,000.00
35	5'x4' box manhole, including bedding and backfill, complete in place, the sum of:	EA.	7	\$6,000.00	\$42,000.00
36	6'x4' box manhole, all depths, complete in place, the sum of:	EA.	2	\$7,000.00	\$14,000.00
37	7'x4' box manhole, all depths, complete in place, the sum of:	EA.	5	\$8,000.00	\$40,000.00
38	Remove existing plug on storm sewer, all depths, all sizes, complete in place, the sum of:	EA.	1	\$900.00	\$900.00
39	Tie-in proposed storm sewer to existing storm sewer with concrete collar, complete in place, the sum of:	EA.	2	\$1,900.00	\$3,800.00
40	Tie-in existing storm sewer to proposed Type A Inlet, complete in place, the sum of:	EA.	1	\$1,900.00	\$1,900.00
41	Trench safety for all storm sewers greater than 5' deep, complete in place, the sum of:	L.F.	2,770	\$2.00	\$5,540.00
Drainage Items Total:					\$798,690.00
TREE PROTECTION ITEMS					
42	Remove tree 3"-11.99", complete in place, the sum of:	EA.	5	\$800.00	\$4,000.00
43	Remove tree 12"-23.99", complete in place, the sum of:	EA.	5	\$1,500.00	\$7,500.00
44	Clearance prune, complete in place, the sum of:	EA.	35	\$300.00	\$10,500.00
45	Tree protection fence, complete in place, the sum of:	L.F.	850	\$7.00	\$5,950.00
46	Root pruning trench, complete in place, the sum of:	L.F.	850	\$12.00	\$10,200.00
Tree Protection Items Total:					\$38,150.00

SUPPLEMENTAL ITEMS					
47	Cement Stabilized Sand, complete in place, the sum of:	C.Y.	20	\$40.00	\$800.00
48	Adjust existing valve box, meter box, or cleanout to be flush with top of proposed pavement or finished grade, complete in place, the sum of:	EA.	2	\$350.00	\$700.00
49	Install long side water service, complete in place, the sum of:	EA.	14	\$1,400.00	\$19,600.00
50	Install long side sewer service, complete in place, the sum of:	EA.	12	\$1,500.00	\$18,000.00
51	Install short side water service, complete in place, the sum of:	EA.	12	\$900.00	\$10,800.00
52	Install short side sewer service, complete in place, the sum of:	EA.	14	\$1,000.00	\$14,000.00
53	Additional footage for water service, complete in place, the sum of:	L.F.	50	\$50.00	\$2,500.00
54	Additional footage for sewer service, complete in place, the sum of:	L.F.	50	\$50.00	\$2,500.00
55	Piezometers, complete in place, the sum of:	EA.	2	\$500.00	\$1,000.00
56	Bank sand, complete in place, the sum of:	C.Y.	20	\$15.00	\$300.00
57	Well pointing for storm sewers, complete in place, the sum of:	L.F.	100	\$50.00	\$5,000.00
58	Wet condition bedding, complete in place, the sum of:	L.F.	100	\$15.00	\$1,500.00
Supplemental Items Total:					\$76,700.00
Paving Items Total:					\$603,459.00
Drainage Items Total:					\$798,690.00
Tree Protection Items Total:					\$38,150.00
Supplemental Items Total:					\$76,700.00
Total Construction Cost					\$1,516,999.00
Contingency (15%):					\$227,550.00
Opinion of Probable Construction Cost					\$1,744,550.00
Engineering Fees (Lump Sum):					\$152,100.00
Subconsultants Fees (Cost+10%):					\$43,750.00
Observation Fees (Full-Time):					\$203,500.00
OPINION OF PROBABLE PROJECT COST:					\$2,143,900.00

These estimates are presented for planning purposes only and are subject to change as the project progresses

Appendix #3

Wilding Lane Drainage and Paving Improvements

City of Piney Point Village

HDR Job No. 19-028

OPINION OF PROBABLE PROJECT COSTS OPTION #8

Concrete - 22' Width

Item	Item Description	Unit	Quantity	Unit Price	Cost
PAVING ITEMS:					
1	Remove and replace 6" thick reinforced concrete driveway, including proof rolling, level up sand, and full depth saw cut, complete in place, the sum of:	S.Y.	1280	\$100.00	\$128,000.00
2	Remove and replace 4" thick new decomposed granite driveways complete in place, the sum of:	S.Y.	80	\$100.00	\$8,000.00
3	Remove and replace concrete curb for reinforced concrete driveway, complete in place, the sum of:	L.F.	15	\$30.00	\$450.00
4	Remove and dispose concrete headwalls on driveway, complete in place, the sum of:	EA.	13	\$500.00	\$6,500.00
5	Temporary driveways, complete in place, the sum of:	EA.	35	\$750.00	\$26,250.00
6	Temporary paving, complete in place, the sum of:	S.Y.	655	\$60.00	\$39,300.00
7	Remove, salvage, and reinstall post mailbox, complete in place, the sum of:	EA.	12	\$400.00	\$4,800.00
8	Remove, and reset brick mailbox, complete in place, the sum of:	EA.	8	\$1,000.00	\$8,000.00
9	Remove, store, and reset existing traffic sign, complete in place, the sum of:	EA.	2	\$600.00	\$1,200.00
10	Remove and dispose of existing asphalt pavement and base material, complete in place, the sum of:	S.Y.	3,600	\$8.00	\$28,800.00
11	6" reinforced concrete pavement, complete in place, the sum of:	S.Y.	3,900	\$65.00	\$253,500.00
12	8" lime (4%) and fly-ash (8%) stabilized subgrade, complete in place, the sum of:	S.Y.	4,550	\$7.00	\$31,850.00
13	Lime for treating pavement subgrade, complete in place, the sum of:	TON	66	\$175.00	\$11,550.00
14	Fly Ash for treating pavement subgrade, complete in place, the sum of:	TON	132	\$137.00	\$18,084.00
15	Concrete paving header with undercut (Type I), complete in place, the sum of:	LF	20	\$20.00	\$400.00
16	24" wide solid white Type I reflective pavement markers (thermoplastic), complete in place, the sum of:	L.F.	15	\$20.00	\$300.00
17	12" wide solid Type I reflective pavement markers (thermoplastic), complete in place, the sum of:	L.F.	60	\$10.00	\$600.00
18	Traffic Control	L.S.	1	\$12,500.00	\$12,500.00
19	SWP3 Plan	L.S.	1	\$2,500.00	\$2,500.00
Paving Items Total:					\$582,584.00

DRAINAGE ITEMS					
20	Remove and dispose of existing storm sewer, complete in place, the sum of:	L.F.	1,150	\$20.00	\$23,000.00
21	Abandon and grout-fill existing storm sewer and culverts, complete in place, the sum of:	C.Y.	2	\$300.00	\$600.00
22	Remove and dispose of existing storm sewer inlet/manhole, complete in place, the sum of:	EA.	1	\$550.00	\$550.00
23	Remove and dispose of existing safety end treatment, complete in place, the sum of:	EA.	3	\$550.00	\$1,650.00
24	12" PVC for yard drain connections, all depths, complete in place, the sum of:	L.F.	550	\$85.00	\$46,750.00
25	Proposed connection to existing yard drain, complete in place, the sum of:	EA.	23	\$500.00	\$11,500.00
26	24" HDPE storm sewer including bedding and backfill, complete in place, the sum of:	L.F.	530	\$100.00	\$53,000.00
27	24" RCP all depths (open cut), including bedding and backfill, complete in place, the sum of:	L.F.	530	\$120.00	\$63,600.00
28	36" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	215	\$160.00	\$34,400.00
29	42" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	490	\$195.00	\$95,550.00
30	48" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	260	\$230.00	\$59,800.00
31	54" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	745	\$270.00	\$201,150.00
32	Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA.	33	\$3,000.00	\$99,000.00
33	5'x4' box manhole, including bedding and backfill, complete in place, the sum of:	EA.	7	\$6,000.00	\$42,000.00
34	6'x4' box manhole, all depths, complete in place, the sum of:	EA.	2	\$7,000.00	\$14,000.00
35	7'x4' box manhole, all depths, complete in place, the sum of:	EA.	5	\$8,000.00	\$40,000.00
36	Remove existing plug on storm sewer, all depths, all sizes, complete in place, the sum of:	EA.	1	\$900.00	\$900.00
37	Tie-in proposed storm sewer to existing storm sewer, complete in place, the sum of:	EA.	2	\$1,900.00	\$3,800.00
38	Tie-in existing storm sewer to proposed Type A Inlet, complete in place, the sum of:	EA.	1	\$1,900.00	\$1,900.00
39	Trench safety for all storm sewers greater than 5' deep, complete in place, the sum of:	L.F.	2,770	\$2.00	\$5,540.00
Drainage Items Total:					\$798,690.00
TREE PROTECTION ITEMS					
40	Remove tree 3"-11.99", complete in place, the sum of:	EA.	5	\$800.00	\$4,000.00
41	Remove tree 12"-23.99", complete in place, the sum of:	EA.	5	\$1,500.00	\$7,500.00
42	Clearance prune, complete in place, the sum of:	EA.	35	\$300.00	\$10,500.00
43	Tree protection fence, complete in place, the sum of:	L.F.	850	\$7.00	\$5,950.00
44	Root pruning trench, complete in place, the sum of:	L.F.	850	\$12.00	\$10,200.00
Tree Protection Items Total:					\$38,150.00

SUPPLEMENTAL ITEMS					
45	Cement Stabilized Sand, complete in place, the sum of:	C.Y.	20	\$40.00	\$800.00
46	Adjust existing valve box, meter box, or cleanout to be flush with top of proposed pavement or finished grade, complete in place, the sum of:	EA.	2	\$350.00	\$700.00
47	Install long side water service, complete in place, the sum of:	EA.	14	\$1,400.00	\$19,600.00
48	Install long side sewer service, complete in place, the sum of:	EA.	12	\$1,500.00	\$18,000.00
49	Install short side water service, complete in place, the sum of:	EA.	12	\$900.00	\$10,800.00
50	Install short side sewer service, complete in place, the sum of:	EA.	14	\$1,000.00	\$14,000.00
51	Additional footage for water service, complete in place, the sum of:	L.F.	50	\$50.00	\$2,500.00
52	Additional footage for sewer service, complete in place, the sum of:	L.F.	50	\$50.00	\$2,500.00
53	Piezometers, complete in place, the sum of:	EA.	2	\$500.00	\$1,000.00
54	Bank sand, complete in place, the sum of:	C.Y.	20	\$15.00	\$300.00
55	Well pointing for storm sewers, complete in place, the sum of:	L.F.	100	\$50.00	\$5,000.00
56	Wet condition bedding, complete in place, the sum of:	L.F.	100	\$15.00	\$1,500.00
Supplemental Items Total:					\$76,700.00
Paving Items Total:					\$582,584.00
Drainage Items Total:					\$798,690.00
Tree Protection Items Total:					\$38,150.00
Supplemental Items Total:					\$76,700.00
Total Construction Cost					\$1,496,124.00
Contingency (15%):					\$224,419.00
Opinion of Probable Construction Cost					\$1,720,550.00
Engineering Fees (Lump Sum):					\$152,100.00
Subconsultants Fees (Cost+10%):					\$43,750.00
Observation Fees (Full-Time):					\$203,500.00
OPINION OF PROBABLE PROJECT COST:					\$2,119,900.00

These estimates are presented for planning purposes only and are subject to change as the project progresses

Wilding Lane Drainage and Paving Improvements

City of Piney Point Village

HDR Job No. 19-028

OPINION OF PROBABLE PROJECT COSTS OPTION #9

Dyed Concrete - 22' Width

Item	Item Description	Unit	Quantity	Unit Price	Cost
PAVING ITEMS:					
1	Remove and replace 6" thick reinforced concrete driveway, including proof rolling, level up sand, and full depth saw cut, complete in place, the sum of:	S.Y.	1280	\$100.00	\$128,000.00
2	Remove and replace 4" thick new decomposed granite driveways complete in place, the sum of:	S.Y.	80	\$100.00	\$8,000.00
3	Remove and replace concrete curb for reinforced concrete driveway, complete in place, the sum of:	L.F.	15	\$30.00	\$450.00
4	Remove and dispose concrete headwalls on driveway, complete in place, the sum of:	EA.	13	\$500.00	\$6,500.00
5	Temporary driveways, complete in place, the sum of:	EA.	35	\$750.00	\$26,250.00
6	Temporary paving, complete in place, the sum of:	S.Y.	655	\$60.00	\$39,300.00
7	Remove, salvage, and reinstall post mailbox, complete in place, the sum of:	EA.	12	\$400.00	\$4,800.00
8	Remove, and reset brick mailbox, complete in place, the sum of:	EA.	8	\$1,000.00	\$8,000.00
9	Remove, store, and reset existing traffic sign, complete in place, the sum of:	EA.	2	\$600.00	\$1,200.00
10	Remove and dispose of existing asphalt pavement and base material, complete in place, the sum of:	S.Y.	3,600	\$8.00	\$28,800.00
11	6" reinforced concrete pavement, complete in place, the sum of:	S.Y.	3,900	\$65.00	\$253,500.00
12	8" lime (4%) and fly-ash (8%) stabilized subgrade, complete in place, the sum of:	S.Y.	4,550	\$7.00	\$31,850.00
13	Lime for treating pavement subgrade, complete in place, the sum of:	TON	66	\$175.00	\$11,550.00
14	Fly Ash for treating pavement subgrade, complete in place, the sum of:	TON	132	\$137.00	\$18,084.00
15	Black dye application into concrete mix, complete in place, the sum of:	S.F.	34,800	\$5.25	\$182,700.00
16	Concrete paving header with undercut (Type I), complete in place, the sum of:	LF	20	\$20.00	\$400.00
17	24" wide solid white Type I reflective pavement markers (thermoplastic), complete in place, the sum of:	L.F.	15	\$20.00	\$300.00
18	12" wide solid Type I reflective pavement markers (thermoplastic), complete in place, the sum of:	L.F.	60	\$10.00	\$600.00
19	Traffic Control	L.S.	1	\$12,500.00	\$12,500.00
20	SWP3 Plan	L.S.	1	\$2,500.00	\$2,500.00
Paving Items Total:					\$765,284.00

DRAINAGE ITEMS					
21	Remove and dispose of existing storm sewer, complete in place, the sum of:	L.F.	1,150	\$20.00	\$23,000.00
22	Abandon and grout-fill existing storm sewer and culverts, complete in place, the sum of:	C.Y.	2	\$300.00	\$600.00
23	Remove and dispose of existing storm sewer inlet/manhole, complete in place, the sum of:	EA.	1	\$550.00	\$550.00
24	Remove and dispose of existing safety end treatment, complete in place, the sum of:	EA.	3	\$550.00	\$1,650.00
25	12" PVC for yard drain connections, all depths, complete in place, the sum of:	L.F.	550	\$85.00	\$46,750.00
26	Proposed connection to existing yard drain, complete in place, the sum of:	EA.	23	\$500.00	\$11,500.00
27	24" HDPE storm sewer including bedding and backfill, complete in place, the sum of:	L.F.	530	\$100.00	\$53,000.00
28	24" RCP all depths (open cut), including bedding and backfill, complete in place, the sum of:	L.F.	530	\$120.00	\$63,600.00
29	36" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	215	\$160.00	\$34,400.00
30	42" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	490	\$195.00	\$95,550.00
31	48" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	260	\$230.00	\$59,800.00
32	54" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	745	\$270.00	\$201,150.00
33	Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA.	33	\$3,000.00	\$99,000.00
34	5'x4' box manhole, including bedding and backfill, complete in place, the sum of:	EA.	7	\$6,000.00	\$42,000.00
35	6'x4' box manhole, all depths, complete in place, the sum of:	EA.	2	\$7,000.00	\$14,000.00
36	7'x4' box manhole, all depths, complete in place, the sum of:	EA.	5	\$8,000.00	\$40,000.00
37	Remove existing plug on storm sewer, all depths, all sizes, complete in place, the sum of:	EA.	1	\$900.00	\$900.00
38	Tie-in proposed storm sewer to existing storm sewer, complete in place, the sum of:	EA.	2	\$1,900.00	\$3,800.00
39	Tie-in existing storm sewer to proposed Type A Inlet, complete in place, the sum of:	EA.	1	\$1,900.00	\$1,900.00
40	Trench safety for all storm sewers greater than 5' deep, complete in place, the sum of:	L.F.	2,770	\$2.00	\$5,540.00
Drainage Items Total:					\$798,690.00
TREE PROTECTION ITEMS					
41	Remove tree 3"-11.99", complete in place, the sum of:	EA.	5	\$800.00	\$4,000.00
42	Remove tree 12"-23.99", complete in place, the sum of:	EA.	5	\$1,500.00	\$7,500.00
43	Clearance prune, complete in place, the sum of:	EA.	35	\$300.00	\$10,500.00
44	Tree protection fence, complete in place, the sum of:	L.F.	850	\$7.00	\$5,950.00
45	Root pruning trench, complete in place, the sum of:	L.F.	850	\$12.00	\$10,200.00
Tree Protection Items Total:					\$38,150.00

SUPPLEMENTAL ITEMS					
46	Cement Stabilized Sand, complete in place, the sum of:	C.Y.	20	\$40.00	\$800.00
47	Adjust existing valve box, meter box, or cleanout to be flush with top of proposed pavement or finished grade, complete in place, the sum of:	EA.	2	\$350.00	\$700.00
48	Install long side water service, complete in place, the sum of:	EA.	14	\$1,400.00	\$19,600.00
49	Install long side sewer service, complete in place, the sum of:	EA.	12	\$1,500.00	\$18,000.00
50	Install short side water service, complete in place, the sum of:	EA.	12	\$900.00	\$10,800.00
51	Install short side sewer service, complete in place, the sum of:	EA.	14	\$1,000.00	\$14,000.00
52	Additional footage for water service, complete in place, the sum of:	L.F.	50	\$50.00	\$2,500.00
53	Additional footage for sewer service, complete in place, the sum of:	L.F.	50	\$50.00	\$2,500.00
54	Piezometers, complete in place, the sum of:	EA.	2	\$500.00	\$1,000.00
55	Bank sand, complete in place, the sum of:	C.Y.	20	\$15.00	\$300.00
56	Well pointing for storm sewers, complete in place, the sum of:	L.F.	100	\$50.00	\$5,000.00
57	Wet condition bedding, complete in place, the sum of:	L.F.	100	\$15.00	\$1,500.00
Supplemental Items Total:					\$76,700.00
Paving Items Total:					\$765,284.00
Drainage Items Total:					\$798,690.00
Tree Protection Items Total:					\$38,150.00
Supplemental Items Total:					\$76,700.00
Total Construction Cost					\$1,678,824.00
Contingency (15%):					\$251,824.00
Opinion of Probable Construction Cost					\$1,930,650.00
Engineering Fees (Lump Sum):					\$152,100.00
Subconsultants Fees (Cost+10%):					\$43,750.00
Observation Fees (Full-Time):					\$203,500.00
OPINION OF PROBABLE PROJECT COST:					\$2,330,000.00

These estimates are presented for planning purposes only and are subject to change as the project progresses

Totals	
OPTIONS	COST
Asphalt - 18' Width	\$1,945,470.00
Concrete - 18' Width	\$1,916,650.00
Dyed Concrete - 18' Width	\$2,088,720.00
Asphalt - 20' Width	\$2,124,630.00
Concrete - 20' Width	\$2,101,230.00
Dyed Concrete - 20' Width	\$2,292,320.00
Asphalt - 22' Width	\$2,143,900.00
Concrete - 22' Width	\$2,119,900.00
Dyed Concrete - 22' Width	\$2,330,000.00
Additional cost for one-foot of decomposed granite on each side of road	\$26,355.56
Additional cost for two-feet of decomposed granite on each side of road	\$52,711.11
Additional cost for three-feet of decomposed granite on each side of road	\$79,066.67

Council Agenda Item Cover Memo

2/24/2020
Date of Meeting

To: Mayor and City Council

Agenda Item:

Discuss and take possible action on quotes to repair storm sewer that is causing sinkholes at 10 Smithdale Estates and 11519 Wendover.

SUMMARY/BACKGROUND (WHY): The City has previously discussed the problem sinkholes forming on Smithdale Estates and Wendover. The City requested that HDR obtain quotes for repairing the storm sewer under the sinkholes. The quotes include a price for excavating and repairing an open joint on the 30-inch RCP under 10 Smithdale Estates, removing and replacing 10 linear feet of 15" RCP on Wendover Lane, and backfilling and sodding all disturbed areas.

STAFF RECOMMENDATION: _____

ESTIMATED COST: \$9,800.00

FUNDING SOURCE: City Funds

CURRENT BUDGETED ITEM: YES NO **EMERGENCY REQUEST:** YES NO

PREPARED BY: Joe Moore

ATTACHMENTS: Yes

Summary of Quotes
Sinkhole/ Storm Sewer Repairs
City of Piney Point Village
HDR Job No. 20-004

Contractor	Total Quote
DonMar Grading	\$9,800.00
On Par Civil Services	\$16,533.60
T-Construction	\$44,500.00
Represents the lowest Quote	

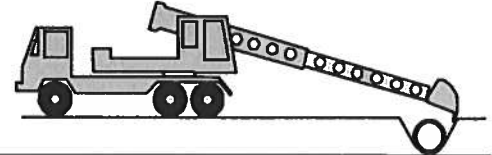
DonMar Grading, Inc.

P.O. Box 176
Porter, TX 77365

832-794-2906 donmargrading@gmail.com

Job Proposal

Date	Estimate #
2/19/2020	2020-2



To:
City of Piney Point Village 7676 Woodway Dr., Suite 300 Houston, TX 77063

Terms	Rep
Due on receipt	BJK
Project	
2020 Sinkhole Repairs	

Description	Qty	Unit	Cost	Total
Smithdale Estates Sinkhole Repair:				
Excavate and repair open joint of 30" RCP storm sewer concrete collar, backfill and sod all disturbed areas	1	LS	2,500.00	2,500.00
Remove and replant 12"-20" tree complete in place.	1	EA	4,000.00	4,000.00
Wendover Sinkhole Repair:				
Remove and dispose of existing storm sewer	10	LF	20.00	200.00
15" RCP all depths (open cut) including bedding, backfill, and sodding with St. Augustine grass or approved equal	10	LF	180.00	1,800.00
Replace saddle inlet for 15" RCP.	1	EA	600.00	600.00
Backfill and sod disturbed areas	1	EA	500.00	500.00
Traffic Control, complete in place	1	LS	200.00	200.00
We are looking forward to working with you.			Total	\$9,800.00

Terms: Net due upon completion of work.
This proposal is valid for 30 days. If it is satisfactory please sign and email/return to the address above.

Signature & Date

Piney Point Village Sinkhole Repairs

City of Piney Point Village

HDR Job No. 20-004

SUMMARY OF BID ITEMS

Item	Item Description	Unit	Quantity	Unit Price	Cost
Smithdale Estates:					
1	Excavate and repair open joint on existing 30" RCP storm sewer with concrete collar, backfill and sod all disturbed areas.	L.S.	1	6,835.60	6,835.60
6	Remove, salvage and replant tree 12"-20", complete in place, the sum of (to be used only after receiving approval in writing from the Engineer):	EA.	1	700.00	700.00
Smithdale Estates Subtotal:					7,535.60
Wendover:					
7	Remove and dispose of existing storm sewer, complete in place, the sum of:	L.F.	10	67.60	676.00
8	Replace saddle inlet on 15" RCP, complete in place the sum of:	EA.	1	2,224.80	2,224.80
9	15" RCP storm sewer all depths (open cut), including bedding and backfill, complete in place, the sum of:	L.F.	10	109.72	1,097.20
10	Backfill disturbed area and replace sod, complete in place, the sum of:	L.S.	1	3,500.00	3,500.00
11	Traffic Control, complete in place, the sum of:	L.S.	1	1,500.00	1,500.00
Wendover Subtotal:					8,998.00
Total Construction Cost:					16,533.60

Piney Point Village Sinkhole Repairs
City of Piney Point Village
HDR Job No. 20-004

SUMMARY OF BID ITEMS

Item	Item Description	Unit	Quantity	Unit Price	Cost
Smithdale Estates:					
1	Excavate and repair open joint on existing 30" RCP storm sewer with concrete collar, backfill and sod all disturbed areas.	L.S.	1	\$25,000.00	\$23,000.00
6	Remove, salvage and replant tree 12"-20", complete in place, the sum of (to be used only after receiving approval in writing from the Engineer):	EA.	1	\$2,000.00	\$2,000.00
Smithdale Estates Subtotal:					25,000.00
Wendover:					
7	Remove and dispose of existing storm sewer, complete in place, the sum of:	L.F.	10	\$100.00	\$1,000.00
8	Replace saddle inlet on 15" RCP, complete in place the sum of:	EA.	1	\$2,800.00	\$2,800.00
9	15" RCP storm sewer all depths (open cut), including bedding and backfill, complete in place, the sum of:	L.F.	10	\$650.00	\$6,500.00
10	Backfill disturbed area and replace sod, complete in place, the sum of:	L.S.	1	\$4,200.00	\$4,200.00
11	Traffic Control, complete in place, the sum of:	L.S.	1	\$5,000.00	\$5,000.00
Wendover Subtotal:					\$19,500.00
Total Construction Cost:					\$44,500.00

By: *Yamin Valtier*
Tconstruction, LLC 2/19/2020

Council Agenda Item Cover Memo

**2/24/2020
Date of Meeting**

To: Mayor and City Council
Agenda Item:
Discuss and take possible action on the Engineer's Report.

SUMMARY/BACKGROUND (WHY): The City has requested that updates to current projects be summarized in an Engineer's Report. The Engineer's Report for this month includes updates to the Surrey Oaks Lane Project, the Beinhorn Road Project, the Wilding Lane Project, the 2019 Maintenance Project, other various maintenance projects, and future projects.

STAFF RECOMMENDATION: _____

ESTIMATED COST: N/A **FUNDING SOURCE:** Bond, City, and Metro Funds

CURRENT BUDGETED ITEM: YES NO **EMERGENCY REQUEST:** YES NO

PREPARED BY: Joe Moore

ATTACHMENTS: Yes



Engineer's Status Report
City of Piney Point Village
HDR Engineering, Inc.
City Council Meeting Date: February 24, 2020

1. Surrey Oaks Paving & Drainage Improvements

RAC Industries in continuing to make progress on the Surrey Oaks Paving & Drainage Improvements Project. The Contractor has performed the wet connections and new residential services to the new water line and it is completely operational. Currently it is anticipated that the only other water line work will be possible residential service adjustments to eliminate conflicts with the proposed storm sewer. This will be determined as the storm sewer is installed and existing services are located and evaluated for conflicts.

The Contractor has continued installing the 30-inch storm sewer underneath the north lane and to date has installed pipe from North Piney Point Road to around 11328/11326 Surrey Oaks Lane. The paving has been installed on North Piney Point Road and we do not anticipate any further closures of lanes on North Piney Point Road. Pavement on the western half of the north side of Surrey Oaks (Phase 2) will be replaced after the storm sewer installation in that phase has been completed.

The Contractor started the project slow due to delays with the water line conflicts and issues with the TS&V connection to the existing water line. The Contractor resubmit their construction schedule this month and still anticipate completion of the project on-time in mid-July.

2. Beinhorn Drainage & Sidewalk Improvements Project

Contractors have been executed between the City and Contractor (T-Construction) for the Beinhorn Drainage & Sidewalk Improvements Project including a contract amendment to revise the liquidated damages clause in the General Conditions section of the Contract as requested by Council. A pre-construction meeting was held with the Contractor on February 7th. A townhall meeting with HDR, the Contractor, and resident has been scheduled for February 27th at 6:30 PM at City Hall and residents have been contacted by email and letter. Kelly Johnson, City Administrator of Hedwig Village, has also been notified of the meeting and will be contacting residents in the City of Hedwig Village to invite them to the townhall meeting. The Contractor has requested a Notice to Proceed date of March 9th. The contract duration is 6 months. Once the construction schedule has been provided by the Contractor, HDR will share it with the City.

3. Wilding Lane Drainage & Paving Improvements Project

The City and HDR met with residents on Wilding Lane on December 4th and 9th and at City Hall on December 10th to receive input on the 30% design. Final design tasks for the project were approved at the December Council meeting. HDR has progressed the design to about 60% complete and has prepared new Engineer's Opinions of Probable Project Costs (OPCC)



based on the resident voting result options. The OPCCs are presented in a separate agenda item and include the following options:

- 18-foot wide Asphalt Pavement
- 18-foot wide Concrete Pavement
- 18-foot wide Dyed Concrete Pavement
- 20-foot wide Asphalt Pavement
- 20-foot wide Concrete Pavement
- 20-foot wide Dyed Concrete Pavement
- 22-foot wide Asphalt Pavement
- 22-foot wide Concrete Pavement
- 22-foot wide Dyed Concrete Pavement

A cost was also prepared for additional gravel strips to be installed along the edge of the road to accompany resident discussion. This cost estimate is a budgetary placeholder but will likely vary greatly based on the type of gravel that is selected. Cost estimates can be refined if this option is pursued after gravel selections and associated materials are determined.

HDR request direction on the pavement type and width before moving forward with design as the pavement type and width will direct several elements in the design.

4. 2019 Maintenance Project (#2 White Pillars & various Concrete Point Repairs)

Contractors have been executed between the City and Contractor (On-Par Civil Services) for the 2019 Maintenance Project including a contract amendment to revise the liquidated damages clause in the General Conditions section of the Contract as requested by Council. On-Par is currently working on Memorial Point, Farnham Park, Heritage Oaks, and North Country Squire Point repairs and expects to pour concrete on Memorial Point, Farnham Park, and Heritage Oaks the week of February 24th.

The easement at #2 White Pillars has been signed and notarized by the resident and has been delivered to the City for signatures. Once signed it is recommended that the easement be filed with the County.

5. City of Houston – Windermere Project

Based on the review of the metes and bounds of the City of Houston's drainage easement for the project, it appears that the western limits of the easement end 20-feet west of the common lot line of #18 and #19 Windermere Lane, but construction has encroached the private property of #19 Windermere further west than the apparent easement limits. The construction plans show the 20-foot COH easement continuing west beyond the east property line of #19 Windermere, contradicting the metes and bounds. This concern was sent to Mr. Juan Chavira – Assistant Director, Capital Projects at the City of Houston. Mr. Chavira replied that he is sending this information to the Project's Project Manager and the COH real estate section. Once they are ready, the Project Manager will reach out to HDR and the City to answer any questions.



The Mayor, Roger, and HDR met with the Owner of #19 Windermere to discuss potential issues with the limits of the City of Houston easement. The Owner was going to contact the City of Houston about this concern and see if the easement could be verified.

6. North Piney Point Road Drainage & Paving Improvements

Hayden Paving attempted to repair the asphalt overlay on February 13th without providing any submittals on the type of Tack Coat and Asphalt to be used in the repairs. HDR requested that this information be provided prior to beginning the work. Submittals were provided to HDR, reviewed, and returned immediately, but Hayden Paving had decided to reschedule the work until a later today to ensure all parties had no objections to the materials they are using. The Contractor attempted to reschedule the work for the week of February 17th but due to expected inclement weather, Hayden stated that the work would be completed the week of February 24th. Hayden will be providing an updated schedule on February 21st. Further updates on the schedule will be provided to the City when they are received.

7. Illuminated Crosswalk Signage

The signs have been installed and inspected by HDR. A punchlist was prepared based on the inspection and there are several items that must be resolved to include:

- ~~Northbound Sign not working~~ (RESOLVED)
- “walk/don’t walk” sign to pedestrians needs to be removed
- Provide Key for access to control box
- Backfill area around sign base
- All signs, poles, hardware, etc. should be painted “Piney Point Green” instead of black

HDR is holding the invoice for \$8,555.00 (half of the sign cost) until these items are resolved.

It was also discussed in the engineering meeting that a “Proceed with Caution” sign be installed near the push button to warn pedestrians before they cross the road. As this was not part of the original quote, the signs will need to be paid for separately. HDR and the City discussed having these signs made and mounted independently of the illuminated crosswalk sign Contractor.

8. Williamsburg and Jamestown Culvert Replacement and North Piney Point Road Rut Repairs

DonMar Grading has reported that they need approximately 8-10 days of dry weather to finish another project and they will be mobilizing to these projects.

9. Arrowwood Circle Storm Sewer Replacement

AAA Asphalt has completed the replacement of the cracked storm sewer across Arrowwood Circle near South Piney Point Road and associated point repairs to the asphalt pavement.



HDR has contacted AAA to request the replacement of the sod around the disturbed areas in the right-of-way.

10. North Piney Point Road Concrete Pavement Dip

Uretek has completed the concrete pavement lifting on North Piney Point Road just south of Wendover Lane. The work appears to be complete and the invoice has been submit to the City for payment. Inspection of the joints on the concrete pipe was also performed by Uretek. HDR is working with Uretek and pipe manufacturers to determine what course of action is necessary, if any, and will provide a recommendation to City Council at a later date.

11. Arrowwood Circle

The Mayor requested that HDR obtain a proposal from a surveyor to perform a topographic survey of Arrowwood from S. Piney Point Road through the Arrowwood Circle and Maggie Lane. A proposal was obtained from MBCO surveying for \$4,625.00 and authorized by the Mayor. Once survey is obtained, the data will need to be CADD by HDR to convert the survey from data to a plan background drawing. The survey will provide the necessary data in determining what drainage improvements can be performed in the Arrowwood Circle Park and will also be necessary when paving improvements are designed on Arrowwood Circle.

Pavement ratings in Arrowwood from the 2018 Update to the Street Assessment are as follows:

- Arrowwood Circle (East) – 2B
- Arrowwood Circle (North) – 1C
- Arrowwood Circle (West) – 1A (reclaimed and repaved in 2014)
- Maggie Lane (South) – 2C
- Arrowwood Circle – 2C

For reference the rating system is 1A (best), 1B, 1C, 2A, 2B, 2C, 3A, 3B, and 3C (worst).

An Engineer's Opinion of Probable Construction Cost has been prepared for asphalt reclamation and repaving on Arrowwood Circle (East) and Arrowwood Circle. The OPCC is approximately \$170,000. Please note this does not include any parking or drainage improvements nor engineering design, geotechnical, tree protection, or construction management, or construction site representation costs. Estimates on these engineering fees has not been prepared at this time as the project scope has not been determined. It is recommended that if the City wishes to proceed with an asphalt paving improvements project on Arrowwood, that other streets in similar condition throughout the City be packaged together in a project to receive better unit prices from a Contractor and better economy of scale on engineering services. Candidates for this packaged project include Maggie Lane (2C), Grecian Way (2B), Lanecrest (2B), and various asphalt point repairs in the City (most specifically Memorial Drive between Lacewood and Greenbay and S. Piney Point Road).



12. Future Projects

At Council's request, HDR has identified multiple projects for the City to consider performing. HDR has also completed the Master Drainage Study Update and has held a workshop with the City to discuss the Study. The Study Update identifies solutions to drainage issues throughout the City. As a result of the workshop, the City has proceeded with design and construction of drainage projects on Beinhorn Road and Wilding Lane. Homes on both streets have previously reported flooding and water frequently overwhelms the roadside ditches filling yards and overtopping the streets. Multiple cul-de-sac streets stemming off of the larger drainage projects the City has completed are good candidates for future drainage improvements projects as further outlined in the Master Drainage Study Update. An additional drainage project is the replacement of the 96-inch CMP along S. Piney Point Road.

Potential Paving Improvements Projects:

- Memorial Drive from San Felipe to Greenbay (Asphalt)
- S. Piney Point Road (Asphalt)
- Arrowwood Circle (Asphalt)
- Grecian Way (Asphalt)
- Maggie Lane (Asphalt)
- Lanecrest (Asphalt)
- North and South Country Squire (Concrete)
- Crack Sealing on Various Streets

Potential Sidewalk Improvement Projects:

- Greenbay Street (southside)
- Quail Hollow at Blalock – adjustment to align sidewalk with crosswalk
- Wilding Lane at Marchmont – curb ramp

13. Current Anticipated Piney Point Project Schedules:

The following is a summary of anticipated project schedules for projects in various phases throughout the City. Please be aware that the schedules are approximate and subject to the weather, utility company reviews, City and County reviews, and other unforeseen circumstances that may develop as each project progresses. HDR will submit an updated schedule with each engineer's report.

• Surrey Oaks Paving & Drainage Improvements

- Anticipated Schedule –
 - Construction Notice to Proceed – November 18th 2019
 - Phase 1 (North Piney Point Road at Surrey Oaks) – Complete
 - Phase 2 (Northwest quarter of street) – 1/22/20 to 3/20/20
 - Phase 3 (Northeast quarter of street) - 3/23/20 to 5/4/20
 - Phase 4 (Southeast quarter of street) – 5/5/20 to 6/9/20
 - Phase 5 (Southwest quarter of street) – 6/10/20 to 7/13/20
 - Construction Contract Expiration Date – July 14, 2020



- **Beinhorn Drainage & Sidewalk Improvements Project**
 - Anticipated Schedule –
 - Townhall Pre-Construction Meeting – February 27th 6:30 PM City Hall
 - Construction Notice to Proceed – March 9th, 2020
 - Construction Completion Date – September 2020
- **Wilding Lane Drainage & Paving Improvements Project**
 - Anticipated Schedule –
 - Final Design Authorization: December Council Meeting
 - Final Design Completion: May 2020
 - Authorization and advertise for bidding: June 2020
 - Bid Opening: July 2020
 - Award and Contract Execution: August/September 2020
 - Construction Notice to Proceed: October 2020
 - Construction Completion Date: July/August 2021
- **2019 Maintenance Project (#2 White Pillars & Various Concrete Point Repairs**
 - Anticipated Schedule –
 - Award Contract – December 16, 2019
 - Construction Notice to Proceed – February 2020
 - Construction Completion Date – May 2020

**MINUTES
THE CITY OF PINEY POINT VILLAGE
REGULAR COUNCIL MEETING
MONDAY, JANUARY 27, 2020**

THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE MET IN A REGULAR MEETING ON MONDAY, JANUARY 27, 2020 AT 6:30 P.M. AT CITY HALL, 7676 WOODWAY, SUITE 300 HOUSTON, TEXAS, 77063 TO DISCUSS THE AGENDA ITEMS LISTED BELOW.

COUNCIL MEMBERS PRESENT: Mayor Mark Kobelan, Joel Bender, Dale Dodds, Brian Thompson

ABSENT: Michael Herminghaus, Henry Kollenberg

CITY STAFF: Roger Nelson, City Administrator; Karen Farris, City Secretary; Annette Arriaga, Director of Planning & Development; David Olson, City Attorney; Joe Moore, City Engineer

DECLARATION OF QUORUM AND CALL TO ORDER

Mayor Kobelan called the meeting to order at 6:30 p.m.

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 matter.*

Mary Burtner/Sandy Wilkens, 11320 Memorial Drive; suggested permission be allowed to hold a private estate sale. There would be no signage and it would be by invitation only. Council listened and will research for later discussion.

Victoria Hawes from Jamestown Estate Homes regarding 11326 Surrey Oaks. Ms. Hawes suggested allowing pool permit before street construction is completed. Ms. Hawes concern was that they did not receive notice that permits would not be allowed during the city project. Council listened and will get back with her.

Sasha Yuksek, 11306 Surrey Oaks suggested extending the time limit on the 45-day Temporary Certificate of Occupancy. Council will address at the next meeting.

1. Discuss and take possible action on the MVPD monthly report

Chief Schultz updated Council for the month of December:

- Budget – finished the year in the black; expending 96%; should be returning approximately \$230,000 to the Villages.
- Personnel – 1 vacancy
- RFP for health care benefits

- ALPR continues to be effective
- Piney Point had a total of 2,493 calls, 1969 house watches, 7 accidents; issued 305 citations, and response times were 9@3:48.

2. Discuss and take possible action on the MVPD Proposed Amendment to the MVPD Interlocal Agreement

Commissioner Huguenard explained under the existing agreement, the Board of Commissioners has the authority to approve intra-budget transfers of \$10,000 or less, without the approval of the three member cities. Under the proposed amendment, that authority is increased to \$25,000, and a new provision is added that defines the term “intra-budget transfer”. Council Member Bender made a motion to approve the MVPD Proposed Amendment to the MVPD Interlocal Agreement. Council Member Dodds seconded the motion and it passed unanimously.

3. Discuss and take possible action on the VFD monthly report

Chief Foster updated Council:

- The Fire Department is fully staffed
- One injured Fire Fighter in physical therapy
- All fire vehicles are in operation
- A replacement engine has been ordered and will be delivered the end of summer
- They have a new replacement pick-up truck
- The budget was finished in the black
- For 2019 Piney Point had a total of 190 fire type incidents, 138 EMS incidents, and 50 life threatening incidents
- The renovation is moving forward
- Family Day is April 25th, to honor the fire fighters

Commissioner Nash updated Council:

- Reported on construction progress
- Starting the 2019 Audit on February 17th
- The Rewards Compensation Study will start in a few weeks and will be incorporated in the 2021 Budget.

4. Discussion and take possible action on Calling the General Election on May 2nd, 2020

Council Member Bender made a motion to approve Resolution 20.01.27.A calling for a General Municipal Election to be held on May 2, 2020 for the purpose of electing the Mayor and two Alderman. Council Member Thompson seconded the motion and it passed unanimously.

5. Discuss and take possible action on Appointment for the Gulf Coast Authority Board

Council Member Dodds made a motion to appoint Darrel Morrison to Harris County Mayors and Councils Association. Council Member Bender seconded the motion and it passed unanimously.

6. Discuss and take possible action on 2020 Mosquito Control Agreement with Cypress Creek Mosquito Control

Council Member Bender made a motion to approve the 2020 Mosquito Control Agreement with Cypress Creek Mosquito Control. Council Member Thompson seconded the motion and it passed unanimously.

- 7. Discuss and take possible action on 2019 METRO Bond Referendum**
Council Member Bender made a motion a accept the 2019 METRO Bond Referendum. Council Member Dodds seconded the motion and it passed unanimously.
- 8. Discuss and take possible action on the Interlocal Agreement with the Harris County Flood Control District for Regional Education Services Program**
Council Member Bender made a motion to accept the Interlocal Agreements with the Harris County Flood Control District for Regional Education Services Program. Council Member Thompson seconded the motion and it passed unanimously.
- 9. Discuss and take possible action on Resolution 20.01.27 designating The Memorial Examiner as the Official Newspaper for the City of Piney Point Village**
Council Member Bender made a motion to approve Resolution 20.01.27 designating The Memorial Examiner as the Official Newspaper for the City of Piney Point Village. Council Member Thompson seconded the motion and it passed unanimously.
- 10. Discuss and take possible action on the Mayor’s monthly report, including but not limited to:**

 - Memorial Drive Landscape Project – between Blalock and Briar Forest
 - There was discussion regarding the crosswalk signals. Blalock cross walk signal has been installed but not sure if it’s operational.
- 11. Discuss and take possible action on the City Administrator’s monthly report, including but not limited to:**

 - December 2019 Financials
 - Availability for Council Workshop: Council was requested to mark on the calendar the dates that they are available for possible 2-3 meetings and return the calendars to the City Administrator.
- 12. Discuss and take possible action on Surrey Oaks Change Order**
When installing the storm sewer pipe on the north side of Surrey Oaks Lane, a conflict was found with the existing water lines. A new manhole and updates to one existing manhole were required to move around this conflict without doing a waterline adjustment. Council Member Dodds made a motion to approve the Surrey Oaks Change Order for \$10,717.70. Council Member Bender seconded the motion and it passed unanimously.
- 13. Discuss and take possible action on Wilding Lane discussion**
Council discussed design of pavement width and type and the opinions of Wilding Lane residents. The City Engineer will return next month with estimated costs of asphalt and concrete. No action taken.
- 14. Discuss and take possible action on Piney Point Circle Right-of-Way discussion**

HDR obtained a boundary survey of the existing "right-of-way" on Piney Point Circle. Surveyors identified the approximate right-of-way. Council discussed and decided to get an appraisal.

15. **Discuss and take possible action on the City Engineer's monthly report**
The City Engineer presented the monthly report to Council. There was discussion.
16. **Discuss and take possible action on the minutes of the December 16, 2019 Council meeting**
Council Member Bender made a motion to approve the Minutes of the December 16, 2019 Council Meeting. Council Member Thompson seconded the motion and it passed unanimously.
17. **Discuss and take possible action on any future agenda items, meeting dates, etc.**
 - Temporary Certificate of Occupancy
 - Fencing
 - Building Code Adoption
 - Strategic Planning
18. **EXECUTIVE SESSION: The City Council will adjourn into closed executive session pursuant to Section 551.071 of the Texas Government Code (CONSULTATION WITH ATTORNEY), specifically REGARDING PENDING AND POTENTIAL LITIGATION; AND PURSUANT TO Section 551.072 of the Texas Government Code**
Executive Session not needed
19. **Action outside of Executive Session, if any**
N/A
20. **Adjourn**
Council Member Bender made a motion to adjourn. Council Member Thompson seconded the motion and it passed unanimously. The meeting adjourned at 8:09 p.m.

PASSED AND APPROVED this 24th day of February 2020

Mark Kobelan
Mayor

Karen Farris
City Secretary