



# 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, JULY 27, 2020**

**NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE WILL HOLD A REGULAR MEETING ON MONDAY, JULY 27, 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 and take possible action on the MVPD monthly report
2. Discuss and take possible action on the MVPD Employer sponsored 457B Fund
3. Discuss and take possible action on the VFD monthly report
4. Discuss and take possible action on 2021 Preliminary Piney Point Budget
5. Discuss and take possible action on streets with setbacks of less than 50' (to P&Z)
6. Discuss and take possible action on Temporary Certificates of Occupancy (to P&Z)
7. Discuss and take possible action on regulations for fences and walls in required yards and rear yards (to P&Z)
8. Discuss and take possible action on non-conforming structures (to P&Z)
9. Discuss and take possible action on Solid Waste Collection Contract

10. Discuss and take possible action on Municipal Court (Kollenberg)
11. Discuss and take possible action on Moth Infestations (Herminghaus)
12. Discuss and take possible action on signal lights at the Piney Point and Memorial Drive intersection (Herminghaus)
13. Discuss and take possible action regarding the Landscape Maintenance Agreement with Westco
14. Discuss and take possible action on trail easement
15. Discuss and take possible action on the City Administrator's monthly report, including but not limited to:
  - June 2020 Financials
16. Discuss and take possible action on Chuckanut Ditch Regrade and Culvert Reset Quotes
17. Discuss and take possible action on Sidewalk Repairs Change Order
18. Discuss and take possible action on Wilding Lane – Discussion of pavement width and parking pad material
19. Discuss and take possible action on Wilding Lane – Authorization to advertise and bid
20. CDBG-MIT Grant Funding Recap
21. Discuss and take possible action on the City Engineer's monthly report
22. Discuss and take possible action on the minutes of the June 22, 2020 Council meeting
23. Discuss and take possible action on any future agenda items, meeting dates, etc.
24. EXECUTIVE SESSION: The City Council will adjourn into closed executive session pursuant to Section 551.071 of the Texas Government Code (CONSULTATION WITH ATTORNEY), and pursuant to Section 551.072 of the Texas Government Code
25. Action outside of Executive Session, if any
26. Adjourn



## CERTIFICATION

I certify that a copy of the July 27, 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 July 24, 2020.



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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.



**MEMORIAL VILLAGES POLICE DEPARTMENT  
NOTICE OF A REGULAR MEETING**

Notice is hereby given of a Regular Meeting of the Board of Commissioners of the Memorial Villages Police Department, a combined police department of the Cities of Bunker Hill Village, Hunters Creek Village and Piney Point Village, Texas, to be held at 6:00 PM on July 13, 2020, by teleconference for the purpose of considering the agenda items as listed.

A limited number of the members of the Board of Commissioners and Department staff will be physically present in the City Council chambers at the City of Hunters Creek City Hall at #1 Hunters Creek Place, while other members of the board and department will be participating in the meeting by teleconference.

**a) JOINING THE MEETING ON ZOOM:**

<https://zoom.us/j/91542490028?pwd=TC9oZFJTOCsySGwrMmdlYVJrZlVqZz09>

ID: 915 4249 0028

PW: 559649

**b) DIALING THE FOLLOWING TOLL-FREE NUMBER:**

1+346-248-7799 (Houston) and entering the Meeting ID: 915 1429 4603 and password 559649

This meeting agenda, and the agenda packet, are posted online at <http://www.mvptdx.org>. Members of the public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting. A recording of the telephonic meeting will be made, and will be available to the public in accordance with the Open Meetings Act upon written request. The matters to be discussed and acted on at the meeting are as follows:

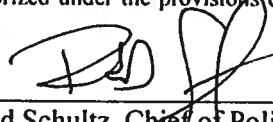
**AGENDA**

- a. Citizen Comments – At this time, any person may speak to the Police Commission. In compliance with the Texas Open Meetings Act, if a member of the public comments or inquires about a subject that is not specifically identified on the agenda, the Police Commission may only respond by giving a statement of specific factual information or by reciting existing policy. The Police Commission may not deliberate or vote on the matter, but it may be recessed for a future meeting.
- b. Approval of Minutes - Update, discussion and possible action.
  1. Approval of June 8, 2020 minutes.
- c. Financial Report - Update, discussion and possible action.
  1. FY20 Budget Review and Discussion.
  2. Audit Response Letter and Investment policy.
- d. New Business – Discussion and possible action.
  1. Vacation/Holiday Accruals Balances/Use/Carry-over/Options.
- e. Chief's updates – Summary overview of monthly reports and activities.
  1. COVID-19 Pandemic updates and discussion of possible actions that may be required, due to staffing.
- f. Follow Up Item from a Previous Meeting Discussion and possible action on outstanding items.
  1. 457b Contribution Recommendation/Proposal.

- g. Executive Session - It is anticipated that all, or a portion of the discussion of the following item will be conducted in closed executive session under authority of the Texas Open Meetings Act. However, no action will be taken on this item until the Commission reconvenes in open session.
  - 1. Discussion and possible action regarding Chief's Annual Performance Evaluation and Compensation under personnel matters Texas Governmental Code-§551.074. Discussion and possible action.
  - 2. Administrative Position(s) Performance and Compensation Review under personnel matters Texas Governmental Code-§551.074. Discussion and possible action.
  - 3. Consultation with the Commission's attorney on pending or contemplated litigation and on matters in which the duty of the attorney to the Commission under the Texas Disciplinary Rules of Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Governmental Code.
- h. Suggestions for future agenda items - Discussion of the agenda for the next Commission meeting and the meeting schedule.

**Adjournment**

The Police Commission may convene a public meeting and then recess into executive (closed) session, to discuss any of the items listed on this agenda, if necessary, and if authorized under chapter 551 of the Texas Government Code. Situations in which a closed executive session may be authorized by law include, without limitation; (1) consulting with the Commission's attorney to seek or receive legal advice concerning pending or contemplated litigation, a settlement offer, or any other matter in which the ethical duty of the attorney to the Commission clearly conflicts with the general requirement that all meetings be open, § 551.071; (2) discussing the purchase, exchange, lease, or value of real property, § 551.072; (3) discussing a prospective gift or donation, § 551.073; (4) discussing certain personnel matters, §551.074; and (5) discussing security personnel or devices, § 551.076. The Commission may announce that it will go into executive Session on any item listed on this agenda if the subject matter and circumstances are such that a discussion in executive (closed) session is authorized under the provisions of chapter 551 of the Texas Government Code.



Raymond Schultz, Chief of Police  
Memorial Villages Police Department

POSTED: 7/9/2020 @ 11981 Memorial Drive at 11:55a.m.  
(date) (time)

City of Bunker Hill Village  
Jay Smyre, Commissioner  
William Murphy, Commissioner  
Bert Rosenbaum, Alt. Commissioner

City of Hunters Creek Village  
Sean Johnson, Commissioner  
Brooke Hamilton, Chairman  
Stephen Reichel, Alt. Commissioner

City of Piney Point Village  
James Huguenard, Commissioner  
Solace Southwick, Commissioner  
John Ebeling, Alt. Commissioner

Chief of Police Raymond Schultz

Legal Counsel John Hightower

This facility is wheelchair accessible and accessible parking spaces are available. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for person who are deaf or hearing impaired, readers, or large print, are requested to contact Office Manager at 713-365-3701. Requests should be made at least 48 hours prior to the meeting. This agenda is posted on the Memorial Village Police Department website at [www.mvpdtx.org](http://www.mvpdtx.org).



**MEMORIAL VILLAGES POLICE DEPARTMENT**  
**Minutes of the Police Commission Meeting**  
**June 8th, 2020, 6:00 p.m.**

A quorum was established, and Commissioner Hamilton called the June 8th, 2020 meeting to order at 6:00 p.m. via. Zoom Teleconference, the toll-free number used for the meeting was 1-346-248-7799.

In attendance were:

**From the Commission:**

City of Piney Point

Commissioner Huguenard  
Commissioner Southwick  
Alt. Commissioner Ebeling

City of Hunters Creek

Commissioner Hamilton  
Commissioner Johnson  
Alt. Commissioner Reichel

City of Bunker Hill

Commissioner Smyre  
Commissioner Murphy  
Alt. Commissioner Rosenbaum

**Legal Counsel**

John Hightower/ Keila Garcia

**Absent:**

Finance Manager, Victoria Bowman

**From Memorial Village PD**

Chief of Police, Raymond Schultz  
Office Manager, Maureen Loud

**Guests**

**MINUTES**

At 6:00 p.m. Commissioner Hamilton called the Zoom teleconference to order as allowed by the Governor's order to suspend certain portions of the open meetings act. This meeting is being recorded and the recording can be made available to the public. Our Zoom moderator is Keila Garcia of Olson and Olson.

Any members of the public who may wish to address the board during the meeting must wait until recognized by Commissioner Hamilton. All participants in the meeting should make efforts to minimize any background noise at their location. Meeting participants should identify themselves by stating their name when speaking. Commissioner Hamilton proceeded to call roll of all participants of the meeting and stated that we have a virtual quorum.

**a. Citizen Comments**

None.



## **b. Approval of Minutes**

Motion was made by Commissioner Southwick and seconded by Commissioner Smyre to approve the May 11, 2020 minutes as presented. The Commission voted unanimously to approve the minutes.

## **c. Financial Report**

Chief Schultz presented the financial report and accompanying documents as of 5/31/2020 for the Commission's review. The department has received half of the fiscal year appropriation and has expended 40%. As of the end of May last year, the department had expended 39%. The slight increase can be attributed to full staffing and additional personnel for COVID-19 response. We are projected to be on budget at end of year.

Chief Schultz addressed the emergency server upgrade which was required as a result of the TCIC/NCIC audit held earlier this year. We were notified by the State of Texas that our operating system is no longer supported and they gave us until July to come up with a solution. The cost for the server upgrade was of \$4,179 and this was taken out of the contingency fund as it is under the \$5,000 limitation.

## **d. New Business**

1. Review Levels of Services & FY21 Budget Equitable Funding 2019
2. Review of Department Readiness Contingencies for Disaster Emergency.

Motion was made by Commissioner Huguenard and seconded by Commissioner Smyre to approve a sharing ratio of one third each to the participating cities as per the provisions of the interlocal agreement. The Commission voted unanimously to approve the motion.

Chief Schultz presented the update on the review of Department Readiness Contingencies. Commissioner Hamilton and he met with the three Mayors last Monday as we saw events start to expand as a result of the in-custody death of Mr. Floyd in Minneapolis. The Department has contingency plans in place to continue to provide safety for the residents of the villages. The Department spent \$1,200 for additional emergency equipment to be deployed only upon direct instruction by the Chief with direction by the Mayors.

## **e. Chief's Updates**

Chief Schultz presented his monthly report. We had 7,354 calls/incidents, 6,352 house watches, 70 traffic stops with 80 citations, resulting in 127 violations. There were 17 emergency responses, with an average response time of 3:30. Property crimes continue to be an issue. We had 45 new V-LINC registrations during May.

## **f. Executive Session**

1. Legal advice from the Commission's attorney regarding personnel matters §551.074 – Discussion and possible action.

No Executive Session was held.

**g. Suggestions for future agenda items**

A Motion was made by Commissioner Smyre and seconded by Commissioner Southwick at 7:05 p.m. to adjourn the meeting. The Commission voted unanimously to approve the motion.

Approved and accepted on \_\_\_\_\_ 2020

By:

\_\_\_\_\_  
Brooke Hamilton, Chairman  
Board of Commissioners  
Memorial Villages Police Department

DRAFT





**Memorial Villages Police Department**  
**11981 Memorial Drive**  
**Houston, Texas 77024**

*Raymond Schultz*  
*Chief of Police*

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July 8, 2020

Submitted for your review is the FY20 Budget Performance Report and accompanying documents as of June 30, 2020.

**Maintenance & Operations**

The Department completed the first half of the fiscal year and has received 58% of its appropriation and has expended 48%. At this same point last year expenditures totaled 47%. Line item 700 – Equipment maintenance contracts is over the line item appropriation. This is due to the adjusting journal entry mentioned last month related to the ALPR camera's which included charges for both FY19 and FY20. The Department remains on target to end the fiscal year operating within budget.

**Auto Replacement**

Banking fees for the month of June are the only additional charges since the last report.

**Capital**

Banking fees for the month of June are the only additional charges since the last report.

**Memorial Villages Police Department  
General Fund**

For the six months ended June 2020

50.00% 50.00%

DESCRIPTION	ADOPTED BUDGET	ACTUAL	DIFF	% Executed	Forecasted Annualized 12/31/20	Projected Saving / (Deficits)	% Forecasted
<b>Expenditures</b>							
100 Regular Wages	3,520,578	1,638,103	1,882,475	46.53%	3,520,578	0	100%
110 Overtime	120,000	32,683	87,317	27.24%	65,366	54,634	54%
115 Court/Bailiff OT	21,600	978	20,622	4.53%	1,955	19,645	9%
120 Retirement	432,315	211,376	220,939	49%	423,558	8,757	98%
130 Health Insurance	579,228	290,366	288,862	50.13%	509,902	69,326	88%
140 Workers Compensation	66,712	32,036	34,676	48.02%	64,072	2,640	96%
150 Life/LTD	21,523	9,365	12,158	43.51%	18,971	2,552	88%
160 Medicare/SS	53,169	25,371	27,798	47.72%	52,025	1,144	97.8%
<b>Personnel Services</b>	<b>4,815,125</b>	<b>2,240,278</b>	<b>2,574,847</b>	<b>46.5%</b>	<b>4,656,427</b>	<b>158,698</b>	<b>96.7%</b>
200 Auto	25,332	12,291	13,041	48.5%	24,583	749	97%
210 General Liability	720	190	530	26.4%	380	340	53%
220 Public Official Bond	960	424	536	44.2%	848	112	88%
230 Professional Liability	25,200	9,690	15,510	38.5%	19,379	5,821	77%
240 Real & Personal Property	15,840	6,288	9,552	39.7%	12,576	3,264	79%
<b>Total Other Insurance</b>	<b>68,052</b>	<b>28,883</b>	<b>39,169</b>	<b>42.4%</b>	<b>57,766</b>	<b>10,286</b>	<b>84.9%</b>
300 Gas & Oil	70,500	25,312	45,188	35.9%	50,623	19,877	72%
310 Maintenance	27,500	16,074	11,426	58.4%	27,500	0	100%
320 Tires	7,000	2,775	4,225	39.6%	5,550	1,450	79%
330 Damage Repair	10,000	2,889	7,111	28.9%	5,778	4,222	58%
<b>Maintenance &amp; Misc.</b>	<b>115,000</b>	<b>47,049</b>	<b>67,951</b>	<b>40.9%</b>	<b>89,451</b>	<b>25,549</b>	<b>77.8%</b>
400 General Maintenance	28,400	9,181	19,219	32.3%	18,362	10,038	65%
410 Janitorial Services	21,000	9,000	12,000	42.9%	18,000	3,000	86%
420 Jail	1,000	299	701	29.9%	1,000	0	100%
430 Building Furnishings	17,800	2,383	15,417	13.4%	4,767	13,034	27%
<b>Total Building</b>	<b>68,200</b>	<b>20,863</b>	<b>47,337</b>	<b>30.6%</b>	<b>42,128</b>	<b>26,072</b>	<b>61.8%</b>
500 Computers	10,000	1,877	8,123	18.8%	7,811	2,189	78%
510 Postage/Postage Machine	1,300	230	1,070	17.7%	460	840	35%
520 Stationery/Expendables	18,000	5,006	12,994	27.8%	10,011	7,989	56%
530 Bank Finance Charges	700	235	465	33.6%	470	230	67%
540 Payroll	17,400	8,921	8,479	51.3%	17,400	0	100%
<b>Total Office</b>	<b>47,400</b>	<b>16,269</b>	<b>31,131</b>	<b>34.3%</b>	<b>36,152</b>	<b>11,248</b>	<b>76.3%</b>
600 Telephone	34,408	17,294	17,114	50.3%	33,508	900	97%
310 Electric	23,000	6,606	16,394	28.7%	13,212	9,788	57%
620 Water/Sewer	5,000	2,960	2,040	59.2%	4,500	500	90%
630 Natural Gas	600	224	376	37.4%	449	151	75%
<b>Total Utilities</b>	<b>63,008</b>	<b>27,084</b>	<b>35,924</b>	<b>43.0%</b>	<b>51,668</b>	<b>11,340</b>	<b>82.0%</b>
700 Equipment Maint Contracts	129,100	131,680	(2,580)	102.0%	131,680	(2,580)	102%
710 SETCIC fees	3,600	4	3,596	0.1%	3,400	200	94%
720 Legal/Professional	60,400	37,727	22,673	62.5%	60,400	0	100%
730 IT Services	101,250	49,777	51,473	49.2%	99,246	2,004	98%
740 Software Maintenance Contracts	56,091	46,767	9,324	83.4%	56,091	0	100%
<b>Total Contract Services</b>	<b>350,441</b>	<b>265,954</b>	<b>84,487</b>	<b>75.9%</b>	<b>350,818</b>	<b>(377)</b>	<b>100.1%</b>
800 Accreditation	1,200	0	1,200	0.0%	1,200	0	100%
810 Uniforms	32,000	12,834	19,166	40.1%	30,000	2,000	94%
820 Radio parts and labor	33,036	31,328	1,708	94.8%	33,036	0	100%
830 Firearms Training & Ammo	5,500	4,140	1,360	75.3%	4,500	1,000	82%
835 Tasers	11,000	10,122	878	92.0%	10,122	878	92%
840 Training & Prof Dues	54,000	14,129	39,871	26.2%	20,000	34,000	37%
850 Travel	7,000	67	6,933	1.0%	1,000	6,000	14%
860 Recruiting Costs	10,000	668	9,332	6.7%	1,336	8,664	13%
870 Criminal Investigations	3,500	2,109	1,391	60.3%	3,500	0	100%
880 Contingency	25,000	4,179	20,821	16.7%	4,179	20,821	17%
890 Small Equipment	2,500	580	1,920	23.2%	1,160	1,340	46%
<b>COVID 19</b>		<b>37,931</b>	<b>(37,931)</b>		<b>37,931</b>	<b>(37,931)</b>	
<b>Total Office</b>	<b>184,736</b>	<b>118,087</b>	<b>66,649</b>	<b>63.9%</b>	<b>147,963</b>	<b>36,773</b>	<b>80.1%</b>
<b>TOTAL GENERAL</b>	<b>5,711,962</b>	<b>2,764,467</b>	<b>2,947,495</b>	<b>48.4%</b>	<b>5,432,373</b>	<b>279,589</b>	<b>95.1%</b>



**Memorial Villages Police Department  
Vehicle Replacement**  
For the six months ended June 2020 50.00%

Prior Year Cash Carryover	26,581.50							
FY20 Sale of vehicles	-							
FY20 Assessment collected to date	80,505.00					FY20 Assessment remaining	61,328.00	
FY20 Interest earned to date	162.20							
FY20 Expenditures	(10,747.92)							
FY20 Due between Auto-General	(2,392.00)							
FY20 Veh replacement expenditures covered by carryover	-							
Cash Balance @ 06/30/20	94,108.78							

DESCRIPTION	ADOPTED BUDGET	ACTUAL	DIFF	% Executed	Forecasted Annualized 12/31/20	Projected Saving / (Deficits)	% Forecasted
<i>Expenditures</i>							
1000 Vehicle Replacement	138,000	10,748	127,252	7.79%	137,000	1,000	99.3%
<b>Total Vehicle Replacement</b>	<b>138,000</b>	<b>10,748</b>	<b>127,252</b>	<b>7.8%</b>	<b>137,000</b>	<b>1,000</b>	<b>99.3%</b>
Vehicle Replacement costs covered by carryover		0					

**Memorial Villages Police Department  
Special Capital Assets**  
For the six months ended June 2020 50.00%

Prior Year Cash Carryover	83,668.24							
FY20 Assessment collected to date	-					FY20 Assessment remaining	0.00	
FY20 Interest earned to date	187.33							
FY20 Expenditures	(75.00)							
Cash Balance @ 06/30/20	83,780.57							

DESCRIPTION	ADOPTED BUDGET	ACTUAL	DIFF	% Executed	Forecasted Annualized 12/31/20	Projected Saving / (Deficits)	% Forecasted
<i>Expenditures</i>							
2880 Capital Projects	0	75	(75)	0.0%	150	(150)	0.0%
<b>Total Capital Items</b>	<b>0</b>	<b>75</b>	<b>(75)</b>	<b>0.0%</b>	<b>150</b>	<b>(150)</b>	<b>0.0%</b>
<b>Total Vehicle &amp; Capital</b>	<b>138,000</b>	<b>10,823</b>	<b>127,177</b>	<b>7.8%</b>	<b>137,150</b>	<b>850</b>	<b>99%</b>

**Memorial Villages Police Department**

DESCRIPTION	ADOPTED BUDGET	ACTUAL	DIFF	% Executed	Forecasted Annualized 12/31/20	Projected Saving / (Deficits)	% Forecasted
GENERAL FUND	5,711,962	2,764,467	2,947,495	48%	5,432,373	279,589	95%
<b>TOTAL VEHICLE &amp; CAPITAL</b>	<b>138,000</b>	<b>10,823</b>	<b>127,177</b>	<b>8%</b>	<b>137,150</b>	<b>850</b>	<b>99%</b>
<b>TOTAL BUDGET</b>	<b>5,849,962</b>	<b>2,775,290</b>	<b>3,074,672</b>	<b>47%</b>	<b>5,569,523</b>	<b>280,439</b>	<b>95%</b>



**MEMORIAL VILLAGES POLICE DEPARTMENT  
PROJECTED CASH BALANCE  
30-Jun-20**

8-Jul-20

**All Funds (MODIFIED CASH BASIS PROJECTIONS)**

Cash collected for FY20 @ 06/30/20 \$ 3,418,098  
 Estimated Expenditures (June 20) \$ 2,775,290  
 Estimated cash on hand @ 06/30/20 for FY20 activities \$ 642,808

**Cash Balances@ 06/30/20:**

Health Benefits \$2,958.48  
 General \$723,096.66  
 Vehicle Replacement \$94,108.78  
 Dare Fund \$16,777.70  
 Special Capital Assets \$83,780.57  
 Actual cash balance @ 06/30/20 all accounts **\$920,722.19**

All Funds (Modified Accrual Basis Projections)	2020 YTD Budget	2020 YTD Actual	2020 YTD Difference (Budget vs. Actual)	2020 Total Adopted Budget
GENERAL FUND REVENUES	3,331,986	3,337,243	5,257	5,711,962
GENERAL FUND EXPENDITURES		2,764,467		
NET FY 20 REVENUES OVER EXPENDITURES		572,776		
VEHICLE REPLACEMENT REVENUES	80,505	80,667	162	138,000
VEHICLE REPLACEMENT EXPENDITURES		10,748		
VEHICLE REPLACEMENT COVERED BY CARRYOVER FUNDS		0		
NET FY 20 REVENUES OVER EXPENDITURES		69,919		
SPECIAL CAPITAL ASSETS REVENUES	0	187	187	0
CAPITAL EXPENDITURES		75		
NET FY 20 REVENUES OVER EXPENDITURES		112		
COMBINED REVENUES	3,412,491	3,418,098	5,420	5,849,962
COMBINED EXPENDITURES		2,775,290		
COMBINED FY 20 NET REVENUES / EXPENDITURES		642,808		
Formal reserves:				
				\$16,778
				\$94,109
				\$83,781
				\$60,000
				\$2,406
				<b>\$257,073</b>



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

*Raymond Schultz*  
*Chief of Police*

July 13, 2020

TO: MVPD Police Commissioners

FROM: R. Schultz, Chief of Police

REF: June Monthly Report

During the month of June MVPD responded/handled a total of 10,053 calls/incidents. 8,983 House watch checks were conducted. 68 traffic stops were initiated with 74 citations being issued for 178 violations. (Note: 7 Assists in Hedwig, 25 in Houston, 0 in Spring Valley and 0 in Hillshire)

*Calls/Events by Village were:*

Village	Calls/YTD	House Watches/YTD	Accidents	Citations	Response Time
Bunker Hill:	3602/15849	3238/13805	2	8	1@4:30*
Piney Point:	2904/12558	2614/10512	2	33	4@2:26
Hunters Creek:	3499/15692	3085/13196	3	33	9@2:50 14@2:49

*Type and frequency of calls for service/citations include:*

\*MVA

Call Type	#	Call Type	#	Citations	#
False Alarms:	179	Ord. Violations:	19	Speeding:	19
Accidents:	7	Info Reports:	2	Exp. Registration:	12
ALPR Hits:	47	Suspicious Situations:	272	No Ins:	20
Assist Fire:	32	Welfare Checks:	11	Equipment:	37
Assist EMS:	48			Red Light:	2

*This month the department generated a total of 61 police reports.*

Crimes Against of Persons (1)

Assault - Domestic 1

Crimes Against Property (24)

Burglary of a Motor Vehicle	5	Misd Theft	7
Burglary of a Habitation	2	Credit Card Abuse	2
Fraud/ID	4	Unlawful Use of Motor Vehicle	4

Petty/Quality of Life Crimes/Events (36)

ALPR Hits (valid)	7	DWI	1
Poss. of a Controlled Sub/Para.	3	Misc. Reports	20
Warrants	1	Recovered Stolen Vehicle	4

Arrest Summary: Individuals Arrested (6)

Warrants	1	DWI	1
Class 3 Arrests	1	Felony	3

<u>Budget YTD:</u>	<u>Expense</u>	<u>Budget</u>	<u>%</u>
• Personnel Expense:	2,240,278	4,815,125	46.5%
• Operating Expense:	524,189	896,837	58.4%
• Total M&O Expenditures:	2,764,467	5,711,962	48.4%
• Capital Expenses:	10,823	138,000	7.8%
• Net Expenses:	2,775,290	5,849,962	47%

#### Follow-up on Previous Month Items/Requests from Commission

- The Finance Committee met on June 30, 2020 to discuss the audit report response letter, the MVPD investment policy and administrative staff performance reviews.

#### Personnel Changes/Issues/Updates

- 2 employees are currently in quarantine due to COVID-19 exposures. One employee (officer) has a child who is positive, and the other employee (dispatcher) has a spouse who is positive. On 7/3/20 that employee also posted positive. Thus far, only minimal overtime has been needed to backfill for the dispatcher position only.
- On June 26<sup>th</sup> when the several restrictions were put back in place due to COVID-19 increases, the MVPD began to add extra staffing during the evening hours to assist with calls specifically during shift change and to assist with holiday house-watches.

#### Major/Significant Events

- 6/8/20 officers investigated 2 burglaries in the area of Green Bay and Hedwig Road. These burglaries appear to be related to 3 burglaries from 2 weeks prior as the MO matched the previous crimes with a rear door kick as the means of entry. The crimes appear to have been committed by 2 juveniles on bicycles. Detectives continue to follow-up several leads. A tactical operation plan is being worked in the area based on pattern analysis.
- On June 23 and 26, 2 Burglaries from Automobiles occurred on Plantation. Area video surveillance shows 2 subjects one on foot and another following in a SUV driving the area during the early morning hours pulling on car doors. Detectives are following up leads and extra patrol units are working the area.
- On June 26, 2020 officers responded to and investigated a suicide by firearm in the 400 Block of Gingham. A resident took his own life at his home. An investigation concluded was no foul play involved.

#### Status Update on any Major Projects

- The rear fence along the northside the station blew down during a thunderstorm. A check of the posts found 4 of them to be rotten. The entire fence will need to eventually be replaced however the cost will exceed \$20,000. 4 metal posts were installed, and the fence repaired at a cost of \$1600.
- Emergency repairs were needed on a bathroom fan in the dispatch area for \$700 and additional emergency repairs are pending on an internal A/C air handler in the dispatch area.
- This month there have been several unanticipated vehicle repairs including 2 air condition repairs and a \$2000 fuel injector repair. The new 2020 replacement vehicles are still on back order with no build date yet assigned due to COVID.

V-LINC new registrations in June: +38

BH – 1240 (+10)

PP – 882 (+9)

HC – 1296 (+10)

Out of Area – 434 (+9)



## June 2020 VFD Assists

### Calls received directly by MVPD via 911/3700

<u>Priority Events</u>	<u>Average Response Times</u>
------------------------	-------------------------------

Total – 4	3:13
-----------	------

Fire – 0	0:0
----------	-----

EMS – 4	3:13
---------	------

#### By Village

BH Fire – 0	0
-------------	---

BH EMS – 0	0
------------	---

PP Fire – 0	0
-------------	---

PP EMS – 1	2:50
------------	------

HC Fire -0	0
------------	---

HC EMS -3	3:34
-----------	------

#### Combined VFD Events (Priority + Radio)

Total – 43	3:41
------------	------

Fire – 22	3:21
-----------	------

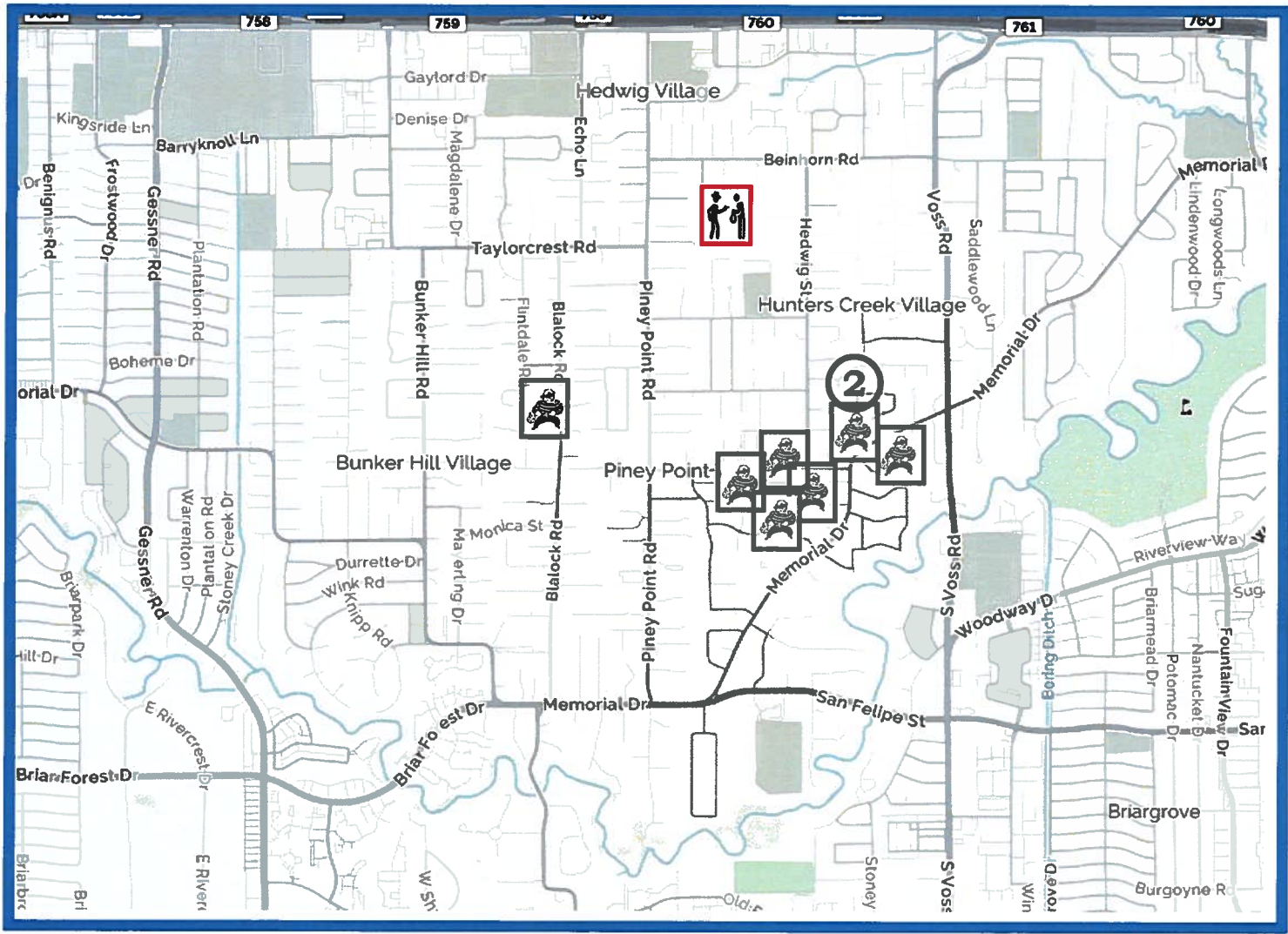
EMS – 21	3:53
----------	------

#### Radio Call Events

Total – 39	3:43
------------	------

Fire- 22	3:29
----------	------

EMS- 17	3:58
---------	------



### 2020 Burglary Map

Address	Alarm	POE
22 Willowron	N	Rear Door Force
11603 Mockingbird	N	Veh in Open Gar
11110 Green Bay	N	Rear Win open
209 Bryn Mawr	Y	Rear Door Force
11150 S Country	Y	Rear Door Force
11215 Montebello	Y	Front Door Force
4 Lacewood	N	Rear Door Force
11101 S Country Sq	N	Rear Door Force

### 2020 Robberies

Address	MO
6 Smithdale Estates	Purse at Ft Door



Daytime Burglary



Nighttime Burglary

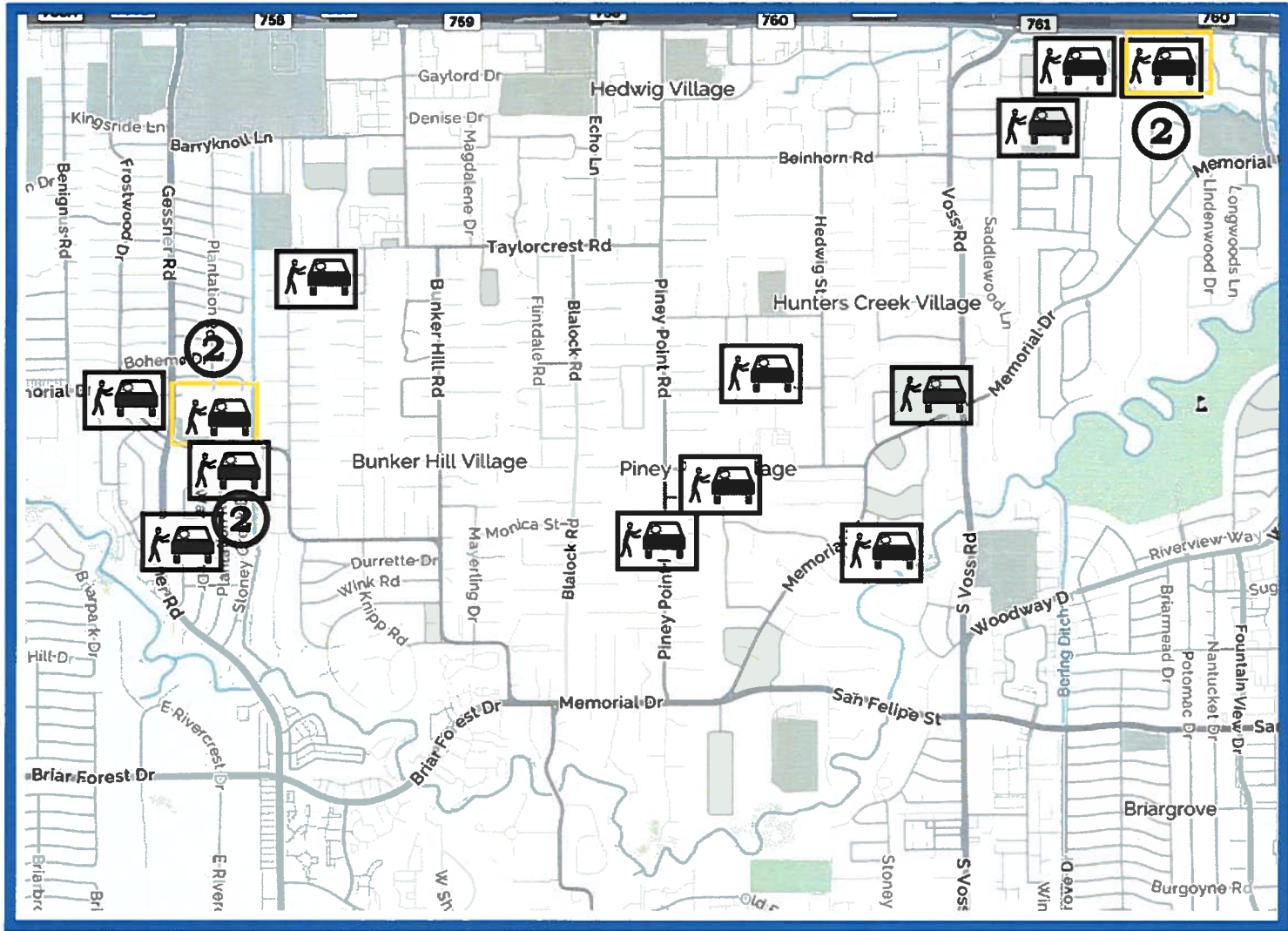


Robbery

7/1/20



## 2020 Auto Burglary Map



Address	POE
12210 Valley Star	Side Window
11910 Broken Bough	UNL Door
933 Hickory Hollow	UNL Door
12126 Tara	Side Window
12330 Tealwood North	UNL Door
8435 Katy FWY	UNL Door
906 Flint River	UNL Door
422 Piney Point	UNK Door
11230 Hermosa	UNK Door
11106 Wickway	UNK Door
206 Caruthers	UNK Door
8333 Katy	UNK Door
12122 Memorial	Side Window
203 Plantation	UNK Door
238 Plantation	UNK Door
518 Lanecrest	Side Window

Daytime Burglary

Nighttime Burglary

② ③ ④

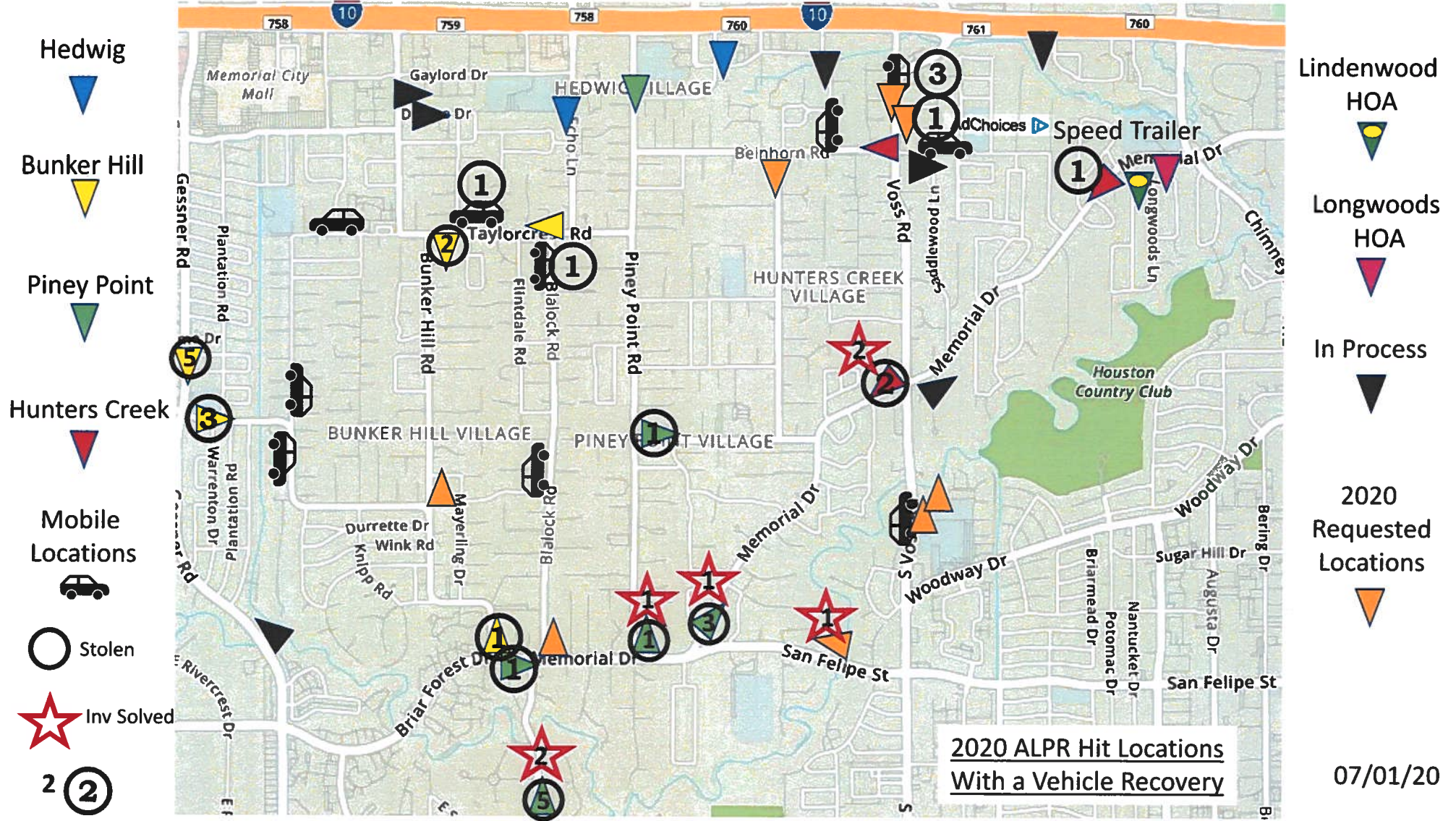


## Roger Nelson





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**From:** Ray Schultz <rschultz@mvpdtx.org>  
**Sent:** Monday, July 20, 2020 3:28 PM  
**To:** Tom Fullen; Karen Glynn; Roger Nelson  
**Subject:** Monthly Items and Budget Amendment  
**Attachments:** 2020 BUDGET AMENDMENT -01.pdf; Committed Time Chart FY2020 New.xlsx; June ALPR Monthly.pptx; PC Monthly Report 7 2020.doc; 2020 Crime Maps Master.pptx; 2020 Total Crime Stats.xlsx

Items Attached,  
Thanks

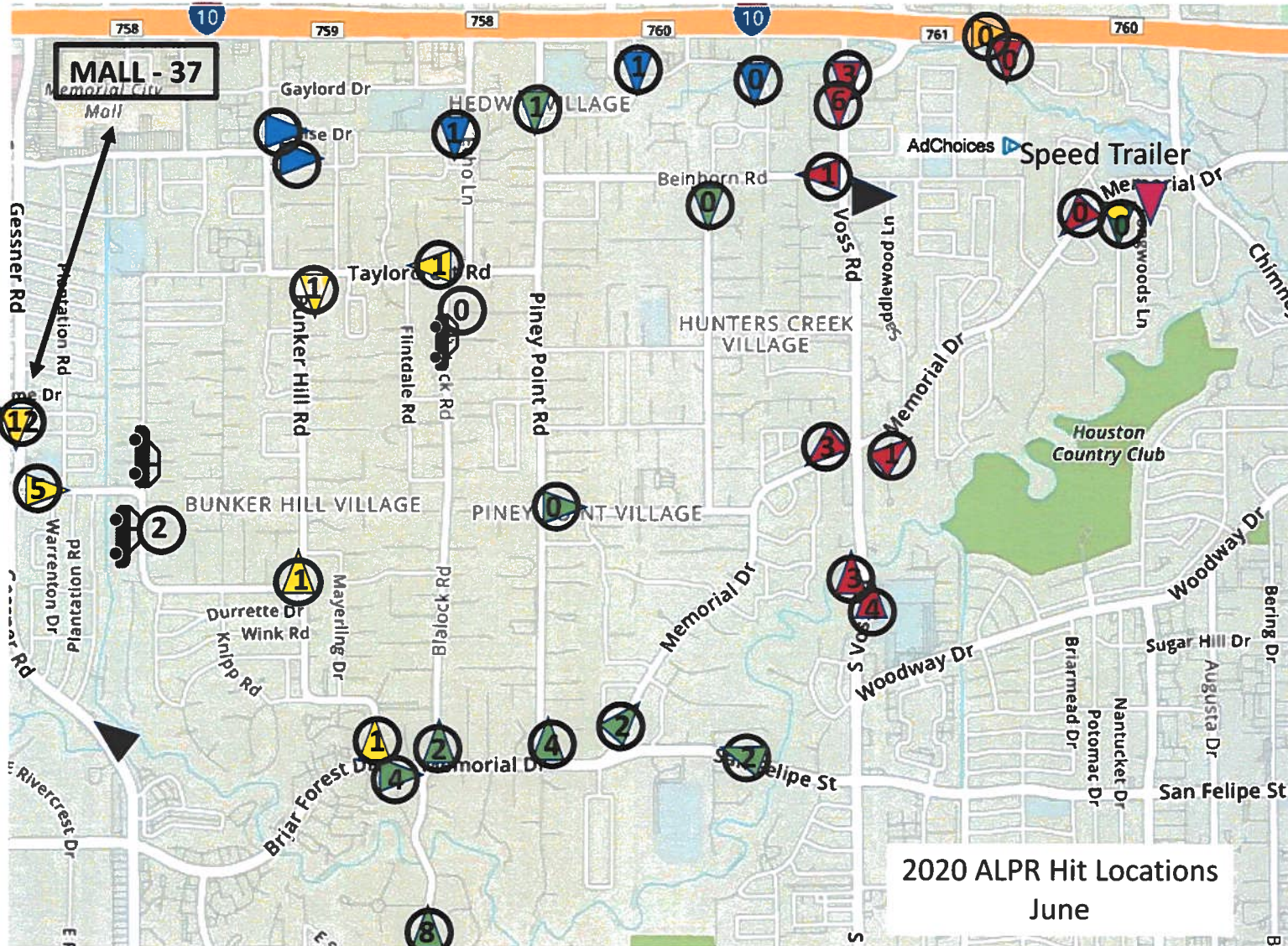




- Hedwig 
- Bunker Hill 
- Piney Point 
- Hunters Creek 
- Mobile Locations 

- Lindenwood HOA 
- Longwoods HOA 
- In Process 

67 Hits  
+  
2 Hedwig  
+  
37 Mall



0



## 2020 Officer Committed Time to Service Report

Employee Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Reports	Cites
BAKER, BRIAN C	7:46:27	4:07:52	7:15:21	10:53:17	6:14:25	8:17:42							0	0
BIEHUNKO, JOHN	13:02:04	14:54:33	9:01:13	16:30:24	10:16:57	9:50:04							0	1
BOGGUS, LARRY	20:23:44	15:24:33	16:44:41	10:13:20	16:13:24	7:14:25							2	0
BRACHT, DANIEL	14:03:18	15:34:43	12:36:45	9:17:50	6:59:14	9:39:29							1	0
BURLESON, Jason	7:45:56	13:35:03	7:16:26	7:33:38	13:44:01	15:35:04							4	0
CADENA, VANESSA	20:57:17	17:39:42	18:40:55	16:47:33	19:28:19	14:46:17							0	3
CANALES, RALPH EDWARD	14:39:35	13:47:14	9:58:28	9:29:05	14:47:51	8:26:53							0	0
CERNY, BLAIR C.	4:49:50	19:25:49	11:58:56	17:43:42	18:09:37	16:07:02							6	1
HARWOOD, NICHOLAS	13:39:36	14:10:55	2:17:22	10:59:38	12:04:32	13:16:02							4	0
JARVIS, RICHARD	38:52:26	22:25:37	10:04:09	8:52:25	20:29:48	13:44:40							5	3
JOLIVET, CHARLES	17:12:39	18:35:09	6:19:11	6:59:44	16:10:15	10:16:14							0	1
JONES, ERIC *	1:40:48	0:00:00	2:52:11	1:29:07	2:27:34	0:25:53							0	0
KELSO JR, RONALD K *	2:44:33	6:12:45	0:24:12	16:20:06	8:23:13	7:12:12							0	0
LERMA, FRANK *	5:38:37	15:52:34	1:54:02	3:47:07	3:47:07	2:53:57							0	0
MCELVANY, ROBERT	8:18:04	14:18:27	12:47:52	10:23:58	1:51:46	4:22:07							1	0
MILLER, OSCAR *	2:42:40	2:51:20	8:34:23	13:29:32	10:14:55	15:13:35							2	0
NASH, CHRISTOPHER	28:31:10	15:29:03	19:13:08	18:20:54	18:53:26	24:06:02							5	1
NOWLIN, DONALD L	11:12:43	28:35:23	9:17:31	11:29:15	15:24:28	12:50:23							5	95
OWENS, LANE *	0:14:42	1:30:29	0:00:00	0:00:00	1:08:53	0:00:00							0	0
PAVLOCK, JAMES ADAM	6:22:26	11:48:32	8:48:47	7:55:45	10:51:53	0:34:20							0	0
RODRIGUEZ, CHRISTOPHER *	5:12:41	4:39:42	5:55:59	18:10:13	10:57:33	12:48:04							1	0
SCHANMEIR, CHRISTIAN	12:06:22	14:35:02	12:46:49	14:00:33	9:29:01	17:06:51							2	62
SCHULTZ, RAYMOND *	1:23:48	0:44:16	0:20:02	4:02:00	2:32:10	1:55:46							0	0
SILLIMAN, ERIC	7:52:27	17:00:02	10:25:56	17:10:04	13:35:54	9:01:33							2	0
SISSION, KYLE J *	0:00:00	0:00:00	1:23:31	0:43:24	0:41:47	0:23:28							0	0
SPRINKLE, MICHAEL	4:11:54	10:11:38	6:25:27	2:50:16	2:47:07	5:52:39							1	0
TAYLOR, CRAIG	15:47:28	18:58:41	20:05:55	10:23:31	9:10:29	10:17:09							1	1
TORRES, PATRICK *	1:01:08	1:02:53	12:25:13	13:19:18	9:18:02	16:46:09							5	0
TUGGLE, JAMES	13:39:46	14:26:44	12:53:29	10:32:32	10:09:11	8:19:47							1	0
VALDEZ, JUAN	19:48:46	16:17:39	19:37:12	15:04:39	15:20:13	17:21:41							5	0
VASQUEZ, MONICA				15:45:17	22:35:41	22:11:45							5	7
WHITE, TERRY	16:06:36	28:42:38	14:37:43	14:27:56	16:39:05	13:03:26							3	3

\* = Admin Asmt.

61 178

Dispatch Committed Time	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
911 Phone Calls	422	548	395	299	262	289							2215
3700 Phone Calls	2612	2306	2341	2395	2452	2528							14634
DP General Phone Calls*	62:09:26	63:05:30	40:09:43	40:19:19	44:50:50	60:56:59							

\* This is the minimal time as all internal calls route through the 3700 number.




**AMENDMENT NO. 2020-01**

**To  
The Original Budget of the Memorial Villages Police Department  
For Fiscal Year 2020  
General Fund**

DESCRIPTION/PURPOSE: Employer sponsored 457B - Personnel Services

<b>ACCOUNT-INCREASE IN APPROPRIATIONS</b>	<b><u>ACCOUNT NO.</u></b>	<b><u>AMOUNT</u></b>
Employer sponsored 457B	125	\$33,000.00
	<b>TOTAL</b>	<b>\$33,000.00</b>
<b><u>ACCOUNT-(DECREASE) IN APPROPRIATIONS</u></b>	<b><u>ACCOUNT NO.</u></b>	<b><u>AMOUNT</u></b>
Health Insurance	130	(\$33,000.00)
	<b>TOTAL</b>	<b>(\$33,000.00)</b>
<b>NET EFFECT TO BUDGET IS:</b>		<b>\$0.00</b>

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
 Bunker Hill Village Hedwig Village Hilshire Village Hunters Creek Village Piney Point Village Spring Valley Village Houston Totals	Total Number of Incidents 2020			Life Threatening (LT) EMS Incidents					Life Threatening (LT) Fire Incidents			%		%	
	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 2020 Calls are:		Fire Alarms	% of Fire Calls
					1st Resp. Time		ALS Resp Time			Response Time		Fire	EMS		
Bunker Hill Village	84	74	158	29	3:36	100%	6:18	100%	6	5:37	100%	53%	47%	38	45%
Hedwig Village	98	97	195	53	3:25	100%	3:22	100%	4	4:38	100%	50%	50%	42	43%
Hilshire Village	12	20	32	4	3:29	100%	6:11	100%	2	6:19	100%	38%	63%	5	42%
Hunters Creek Village	147	74	221	26	3:07	100%	5:46	100%	7	3:51	100%	67%	33%	43	29%
Piney Point Village	99	59	158	25		100%	5:23	100%	9	5:13	100%	63%	37%	44	44%
Spring Valley Village	96	90	186	33	2:55	100%	4:56	100%	7	3:52	100%	52%	48%	28	29%
Houston	145	0	145												
<b>Totals</b>	<b>681</b>	<b>414</b>	<b>1095</b>	<b>170</b>	<b>3:18</b>	<b>100%</b>	<b>5:19</b>	<b>100%</b>	<b>35</b>	<b>5:07</b>	<b>100%</b>	<b>62%</b>	<b>38%</b>	<b>200</b>	<b>39%</b>

Notes: ALL Response Time categories include from the receipt of the call at the Primary Dispatch to arrival on location of the responding units.

Column 1: Reflects the cities listed within the chart.

Column 2: Reflects the year to date number of "fire" type calls within each jurisdiction. Includes: fires, vehicle collisions, gas leaks, rescues, tree in roadways, and others.

Column 3: Reflects the year to date number of "EMS" calls within each jurisdiction.

Column 4: Reflects the year to date, total number of all calls within each jurisdiction.

Column 5: Reflects the year to date, number of "life threatening EMS" calls within each jurisdiction. Includes: heart attacks, strokes, seizures, cardiac arrest, seizures and others.

Column 6, Row A: Reflects the "National Standard for total response time for life threatening EMS Calls of 6 minutes 30 seconds.

Column 6: Reflects the year to date, first responder's response times for each jurisdiction.

Column 7, Row A, Reflects the National Standard of the percentage of calls which the national standard should be met: 90%

Column 7: Reflects the year to date, percentage of calls which the national standard is met during life threatening EMS calls.

Column 8 Row A: Reflects the National Standard for total response time for life threatening EMS calls for arrival of Advanced Life Support Equipment and Personnel: 10 minutes 30 seconds.

Column 8: Reflects the year to date, Advanced Life Support equipment and personnel response time for life threatening calls within each jurisdiction.

Column 9 Row A, Reflects the National Standard of the percentage of calls which the ALS standard should be met: 90%

Column 9: Reflects the year to date, percentage of calls, which the national standards is met of ALS response for each jurisdiction.

Column 10: Reflects the year to date, number of life threatening "Fire Type" calls within each jurisdiction.

Column 11: Reflects the year to date, average total response time to fire type calls within each jurisdiction.

Column 12: Reflects the year to date, percentage of life threatening fire type calls which meet or exceed the National Standard.

Column 13: Reflects the year to date, percentage of calls which our "fire type" calls.

Column 14: Reflects the year to date, percentage of call which our "EMS" calls.

Column 15: Reflects the year to date number of Fire Alarms within each jurisdiction.

Column 16: Reflects the percentage of fire type calls which are fire alarms.





# CITY OF PINEY POINT VILLAGE

## 2021 BUDGET

**Mayor: Mark Kobelan**

**City Council:**

**Joel Bender**

**Dale Dodds**

**Michael Herminghaus**

**Henry Kollenberg**

**Brian Thompson**

**CITY OF PINEY POINT VILLAGE  
AD VALOREM TAX REVENUE AND DISTRIBUTION**

2018 Budget Year (2017 prop tax)	2019 Budget Year (2018 prop tax)	2020 Budget Year (2019 prop tax)	2021 Budget Year (2020 prop tax)	
\$ 2,608,848,781	\$ 2,657,478,424	\$ 2,798,922,726	\$ 2,824,897,387	Tax Roll Value-Projected April 30, 2020
\$6,656,217	\$6,780,290	\$7,141,171	\$7,207,443	Property Tax Revenue as Budgeted
			\$5,873,751	Property Tax Revenue for M&O (remaining after debt service)
			\$1,333,692	Property Tax Revenue for Debt Service (per schedule less debt service fund balance at 12/31/2019)

**DISTRIBUTION OF TAX RATE-Estimated for Budget Year 2020 (2019 tax year)**

0.207928 Maintenance and Operations  
0.047212 Debt Service  
0.255140 Total

**HISTORICAL DISTRIBUTION OF TAX SUMMARY**

<u>PROPERTY TAX</u>	<u>BUDGET</u>			
<u>YEAR</u>	<u>YEAR</u>	<u>M&amp;O</u>	<u>Debt Service</u>	<u>Total</u>
2006	2007	\$0.18205	0.04569	\$0.22774
2007	2008	\$0.17268	0.04246	\$0.21514
2008	2009	\$0.17601	0.03913	\$0.21514
2009	2010	\$0.17798	0.03716	\$0.21514
2010	2011	\$0.17735	0.03779	\$0.21514
2011	2012	\$0.17882	0.03632	\$0.21514
2012	2013	\$0.18044	0.03470	\$0.21514
2013	2014	\$0.22083	0.03431	\$0.25514
2014	2015	\$0.22472	0.03042	\$0.25514
2015	2016	\$0.20894	0.04620	\$0.25514
2016	2017	\$0.20894	0.04620	\$0.25514
2017	2018	\$0.20259	0.05255	\$0.25514
2018	2019	\$0.20000	0.05514	\$0.25514
2019	2020	\$0.20149	0.05365	\$0.25514
2020	2020			

MK 6/25/2020

**CITY OF PINEY POINT VILLAGE  
BONDED INDEBTEDNESS**

2017 BOND		2015 BOND		2011 REFINANCE	
PRINCIPAL DUE	INTEREST DUE	PRINCIPAL DUE	INTEREST DUE	PRINCIPAL DUE	INTEREST DUE

**ANNUAL TOTAL**

2017			\$ 365,000	\$ 69,600	\$ 545,000	\$ 75,950	\$ 1,055,550
2018	\$ 300,000	\$ 144,764	\$ 370,000	\$ 62,250	\$ 560,000	\$ 62,100	\$ 1,499,114
2019	\$ 325,000	\$ 118,200	\$ 380,000	\$ 54,750	\$ 580,000	\$ 45,000	\$ 1,502,950
2020	\$ 340,000	\$ 104,900	\$ 385,000	\$ 47,100	\$ 595,000	\$ 27,375	\$ 1,499,375
2021	\$ 355,000	\$ 91,000	\$ 395,000	\$ 39,300	\$ 615,000	\$ 9,225	\$ 1,504,525
2022	\$ 365,000	\$ 76,600	\$ 400,000	\$ 31,350			\$ 872,950
2023	\$ 380,000	\$ 61,700	\$ 410,000	\$ 23,250			\$ 874,950
2024	\$ 400,000	\$ 46,100	\$ 420,000	\$ 14,950			\$ 881,050
2025	\$ 410,000	\$ 31,950	\$ 430,000	\$ 5,375			\$ 877,325
2026	\$ 425,000	\$ 19,425					\$ 444,425
2027	\$ 435,000	\$ 6,525					\$ 441,525
<b>Total</b>	<b>\$ 3,735,000</b>	<b>\$ 701,164</b>	<b>\$ 3,555,000</b>	<b>\$ 347,925</b>	<b>\$ 2,895,000</b>	<b>\$ 219,650</b>	<b>\$ 11,453,739</b>

**MK 6/25/2020**



**GENERAL OPERATING FUND  
SUMMARY**

	BUDGET 2017	Actual 2017	BUDGET 2018	Actual 2018	BUDGET 2019	Actual 2019	BUDGET 2020	5 months 2020	BUDGET 2021	NOTES
GENERAL OPERATING FUND REVENUES	\$ 6,567,392	\$ 6,670,449	\$ 6,711,593	\$ 6,445,076	\$ 6,869,950	\$ 7,172,157	\$ 7,105,046	\$ 5,962,043	\$ 7,151,713	page 4
PUBLIC SERVICE (#10-510)	\$ 3,379,410	\$ 3,430,262	\$ 3,805,720	\$ 3,446,756	\$ 4,443,885	\$ 4,358,519	\$ 4,228,836	\$ 1,995,523	\$ 4,111,357	page 5
CONTRACT SERVICES	\$ 383,000	\$ 465,891	\$ 435,943	\$ 408,509	\$ 374,714	\$ 482,166	\$ 395,000	\$ 176,637	\$ 453,000	page 6
BUILDING DEPARTMENT	\$ 136,000	\$ 106,802	\$ 133,500	\$ 138,617	\$ 152,300	\$ 209,852	\$ 170,300	\$ 97,145	\$ 239,500	page 7
GG ADMINISTRATIVE	\$ 170,500	\$ 187,944	\$ 190,600	\$ 138,126	\$ 207,500	\$ 193,020	\$ 193,900	\$ 82,454	\$ 211,700	page 8
GG PERSONNEL	\$ 509,000	\$ 505,576	\$ 469,988	\$ 591,633	\$ 513,147	\$ 574,753	\$ 601,474	\$ 250,991	\$ 628,000	page 8
GG INSURANCE	\$ 71,840	\$ 72,228	\$ 88,942	\$ 68,694	\$ 87,808	\$ 114,680	\$ 87,508	\$ 22,322	\$ 123,500	page 8
MUNICIPAL COURT	\$ 35,900	\$ 36,470	\$ 33,300	\$ 104,299	\$ 37,200	\$ 28,849	\$ 28,550	\$ 8,558	\$ 23,000	page 9
PUBLIC WORKS MAINTENANCE	\$ 306,400	\$ 253,387	\$ 245,400	\$ 211,353	\$ 312,500	\$ 349,730	\$ 352,500	\$ 119,477	\$ 383,500	page 10
GOF Funds Available For CAPITAL PROJECTS	\$ 1,575,342	\$ 1,611,889	\$ 1,308,200	\$ 1,337,089	\$ 740,896	\$ 860,588	\$ 1,046,978	\$ 3,208,936	\$ 978,156	***
GENERAL OPERATING FUND EXPENSES	\$ 6,567,392	\$ 6,670,449	\$ 6,711,593	\$ 6,445,076	\$ 6,869,950	\$ 7,172,157	\$ 7,105,046	\$ 5,962,043	\$ 7,151,713	
Revenues over Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

\*\*\* this number is calculated and is the amount left after subtracting all expenses from the revenues.

**MK 6/25/2020**

#10 - GENERAL OPERATING FUND REVENUES

ACCOUNT #	DESCRIPTION	BUDGET 2017	Actual 2017	BUDGET 2018	Actual 2018	BUDGET 2019	Actual 2019	BUDGET 2020	5 months 2020	BUDGET 2021	NOTES
4101	Property Tax Revenue (M&O Portion)	\$ 5,259,792	\$ 5,215,684	\$ 5,277,093	\$ 5,046,975	\$ 5,343,550	\$ 5,326,027	\$ 5,639,546	\$ 5,434,683	\$ 5,815,013	99% of estimated revenue
4150	State Comptroller (Sales Tax)	\$ 175,000	\$ 199,556	\$ 200,000	\$ 203,007	\$ 200,000	\$ 228,761	\$ 200,000	\$ 112,553	\$ 230,000	
4203	Plat Reviews	\$ 2,500	\$ 7,150	\$ 3,500	\$ 6,650	\$ 3,400	\$ 1,900	\$ 3,500	\$ 3,500	\$ 3,500	
4204	Building Citations	\$ 2,000	\$ 904	\$ 1,000	\$ 270	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ 500	
4205	Contractor Registration	\$ 12,000	\$ 11,165	\$ 12,000	\$ 9,690	\$ 12,000	\$ 12,240	\$ 12,000	\$ 5,100	\$ 12,000	
4206	Drainage Review	\$ 42,000	\$ 33,356	\$ 54,000	\$ 44,300	\$ 50,000	\$ 34,150	\$ 50,000	\$ 15,200	\$ 40,000	
4207	Permits/Inspection Fees - Other	\$ 300,000	\$ 259,552	\$ 315,000	\$ 278,683	\$ 300,000	\$ 360,772	\$ 300,000	\$ 133,883	\$ 300,000	
4208	Board of Adjustment Fees	\$ 1,000	\$ 2,750	\$ 1,500	\$ 2,500	\$ 1,500	\$ 2,000	\$ 1,500	\$ 250	\$ 1,000	
4300	Municipal Court Net Fees/Fines	\$ 124,000	\$ 144,255	\$ 150,000	\$ 137,803	\$ 142,000	\$ 168,245	\$ 150,000	\$ 37,900	\$ 100,000	this is PPV's share
4400	Interest Income	\$ 10,000	\$ 73,645	\$ 35,000	\$ 156,358	\$ 150,000	\$ 183,638	\$ 150,000	\$ 26,781	\$ 75,000	
4507	Security False Alarms										
4508	Security Alarm Systems Registrations	\$ 33,000	\$ 30,300	\$ 45,000	\$ 29,560	\$ 33,000	\$ 8,300	\$ 30,000	\$ 26,450	\$ 30,000	
4501	Agencies (Harvey Reimbursement 2019)						\$ 77,355	\$ -	\$ 398		
4602	Franchise Fees/Cable Communications	\$ 68,000	\$ 77,627	\$ 65,000	\$ 38,490	\$ 72,000	\$ 134,983	\$ 75,000	\$ 38,735	\$ 75,000	
4605	Franchise Fees/Electric Power	\$ 272,000	\$ 272,368	\$ 272,000	\$ 272,368	\$ 272,000	\$ 272,375	\$ 272,000	\$ 115,892	\$ 272,000	
4606	Franchise Fees/Gas	\$ 20,000	\$ 19,102	\$ 15,000	\$ 26,251	\$ 19,000	\$ 26,251	\$ 15,000	\$ -	\$ 26,000	
4607	Franchise Fees/Telephone	\$ 24,000	\$ 35,921	\$ 35,000	\$ 32,943	\$ 35,000	\$ 35,474	\$ 35,000	\$ 10,470	\$ 35,000	
4608	Franchise Fees/Wireless Communications	\$ 100			\$ 18		\$ 280		\$ 248	\$ 200	
4702	Kinkaid School Contribution for Services	\$ 34,000	\$ 45,000	\$ 34,000	\$ -	\$ 34,000		\$ 34,000	\$ -		
4703	Metro Congested Mitigation Monies	\$ 136,000	\$ 136,000	\$ 136,000	\$ 136,000	\$ 136,000	\$ 136,002	\$ 136,000	\$ -	\$ 136,000	
4704	Intergovernmental Revenues	\$ -			\$ -				\$ -		
4705	Ambulance Services	\$ 52,000	\$ 64,560	\$ 55,000	\$ 16,015	\$ 65,000	\$ -		\$ -		
4800	Miscellaneous Income(Cheska street 2019)	\$ -	\$ 5,565	\$ 5,500	\$ 7,195	\$ 500	\$ 163,404	\$ 500	\$ -	\$ 500	to be used for renovation
4850	Transfer from Other Funds		\$ 35,989					\$ -	\$ -		
<b>GENERAL OPERATING FUND REVENUES TOTAL</b>		<b>\$ 6,567,392</b>	<b>\$ 6,670,449</b>	<b>\$ 6,711,593</b>	<b>\$ 6,445,076</b>	<b>\$ 6,869,950</b>	<b>\$ 7,172,157</b>	<b>\$ 7,105,046</b>	<b>\$ 5,962,043</b>	<b>\$ 7,151,713</b>	

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**#10-510 PUBLIC SERVICE**

ACCOUNT #	DESCRIPTION	BUDGET 2017	Actual 2017	BUDGET 2018	Actual 2018	BUDGET 2019	Actual 2019	BUDGET 2020	5 months 2020	BUDGET 2021	NOTES
5001	Community Celebrations	\$ 7,000	\$ 13,362	\$ 10,000	\$ 9,539	\$ 10,000	\$ 8,545	\$ 10,000	\$ -	\$ 5,000	
5010	Memorial Village Police Department	\$ 1,663,085	\$ 1,716,398	\$ 1,720,827	\$ 1,672,124	\$ 1,815,242	\$ 1,683,221	\$ 1,949,987	\$ 951,997	\$ 1,979,981	MVPD 2021 Budget
5011	MVPD Auto Replacement						\$ 29,333		\$ 23,002	\$ 51,000	MVPD 2021 Budget
	MVPD Capital Expenditure									\$ 5,500	MVPD 2021 Budget
5020	Miscellaneous										see General Gov
5030	Sanitation Collection	\$ 538,000	\$ 531,384	\$ 577,000	\$ 570,827	\$ 570,000	\$ 572,993	\$ 570,000	\$ 239,340	\$ 580,000	
5031	Sanitation Fuel Charge						\$ 11,460		\$ 4,775	\$ 11,500	
5040	Spring Branch Library	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ -	\$ 1,500	
5050	Street Lighting	\$ 14,000	\$ 11,793	\$ 12,000	\$ 11,004	\$ 12,000	\$ 14,203	\$ 12,000	\$ 3,958	\$ 15,000	
5060	Village Fire Department	\$ 1,155,825	\$ 1,155,825	\$ 1,484,393	\$ 1,181,762	\$ 2,035,143	\$ 2,037,264	\$ 1,685,349	\$ 772,451	\$ 1,461,876	VFD 2021 Budget
<b>PUBLIC SERVICE TOTALS</b>		<b>\$ 3,379,410</b>	<b>\$ 3,430,262</b>	<b>\$ 3,805,720</b>	<b>\$ 3,446,756</b>	<b>\$ 4,443,885</b>	<b>\$ 4,358,519</b>	<b>\$ 4,228,836</b>	<b>\$ 1,995,523</b>	<b>\$ 4,111,357</b>	

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**#10-520 - CONTRACT SERVICES**

<b>ACCOUNT #</b>	<b>DESCRIPTION</b>	<b>BUDGET 2017</b>	<b>Actual 2017</b>	<b>BUDGET 2018</b>	<b>Actual 2018</b>	<b>BUDGET 2019</b>	<b>Actual 2019</b>	<b>BUDGET 2020</b>	<b>5 months 2020</b>	<b>BUDGET 2021</b>	<b>NOTES</b>
5102	Accounting/Audit	\$ 20,000	\$ 23,397	\$ 25,943	\$ 28,785	\$ 32,000	\$ 23,401	\$ 32,000	\$ 20,037	\$ 30,000	
5103	Engineering	\$ 120,000	\$ 215,093	\$ 170,000	\$ 132,094	\$ 150,000	\$ 243,772	\$ 150,000	\$ 74,741	\$ 200,000	
5104	Legal	\$ 80,000	\$ 55,725	\$ 70,000	\$ 104,604	\$ 90,000	\$ 100,637	\$ 90,000	\$ 18,340	\$ 90,000	
5105	Tax Appraisal - HCAD	\$ 55,000	\$ 53,833	\$ 60,000	\$ 56,825	\$ 60,000	\$ 56,876	\$ 60,000	\$ 32,779	\$ 60,000	
5107	Animal Control	\$ 43,000	\$ 41,905	\$ 44,000	\$ 44,909	\$ 1,000	\$ 931	\$ 1,000	\$ 1,255	\$ 1,000	
5108	IT Hardware/Software & Support	\$ 40,000	\$ 54,430	\$ 40,000	\$ 23,352	\$ 19,714	\$ 38,684	\$ 40,000	\$ 24,130	\$ 50,000	
5110	Mosquito Control	\$ 25,000	\$ 21,508	\$ 26,000	\$ 17,940	\$ 22,000	\$ 17,865	\$ 22,000	\$ 5,355	\$ 22,000	
	<b>C/S TOTAL</b>	<b>\$ 383,000</b>	<b>\$ 465,891</b>	<b>\$ 435,943</b>	<b>\$ 408,509</b>	<b>\$ 374,714</b>	<b>\$ 482,166</b>	<b>\$ 395,000</b>	<b>\$ 176,637</b>	<b>\$ 453,000</b>	

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**#10-530 BUILDING DEPARTMENT**

ACCOUNT #	DESCRIPTION	BUDGET 2017	Actual 2017	BUDGET 2018	Actual 2018	BUDGET 2019	Actual 2019	BUDGET 2020	5 months 2020	BUDGET 2021	NOTES
5152	Drainage Reviews	\$ 70,000	\$ 46,929	\$ 75,000	\$ 60,937	\$ 45,000	\$ 48,532	\$ 45,000	\$ 36,820	\$ 75,000	
5153	Electrical Inspections	\$ 18,000	\$ 13,030	\$ 16,000	\$ 13,275	\$ 12,000	\$ 13,770	\$ 12,000	\$ 5,310	\$ 14,000	
5154	Plat Reviews	\$ 4,000	\$ -	\$ 500	\$ -	\$ 500	\$ -	\$ 500	\$ -	\$ 500	
5155	Plan Reviews	\$ 10,000	\$ 5,725	\$ 4,000	\$ 21,550	\$ 10,000	\$ 48,125	\$ 25,000	\$ 20,000	\$ 50,000	
5156	Plumbing Inspections	\$ 16,000	\$ 16,650	\$ 18,000	\$ 13,455	\$ 18,000	\$ 18,630	\$ 18,000	\$ 4,680	\$ 19,000	
5157	Structural Inspections	\$ 10,000	\$ 16,005	\$ 11,000	\$ 22,770	\$ 15,000	\$ 27,630	\$ 20,000	\$ 11,430	\$ 28,000	
5158	Urban Forester					\$ 43,000	\$ 46,280	\$ 43,000	\$ 16,160	\$ 46,000	
5207	Supplies/Misc	\$ 2,000	\$ 1,173	\$ 2,000	\$ 1,950	\$ 1,800		\$ 1,800	\$ -		see General Gov
5160	Mechanical Inspections	\$ 6,000	\$ 7,290	\$ 7,000	\$ 4,680	\$ 7,000	\$ 6,885	\$ 5,000	\$ 2,745	\$ 7,000	
<b>BUILDING DEPT TOTAL</b>		<b>\$ 136,000</b>	<b>\$ 106,802</b>	<b>\$ 133,500</b>	<b>\$ 138,617</b>	<b>\$ 152,300</b>	<b>\$ 209,852</b>	<b>\$ 170,300</b>	<b>\$ 97,145</b>	<b>\$ 239,500</b>	

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#10-540 GENERAL GOVERNMENT

ACCOUNT #	DESCRIPTION	BUDGET 2017	Actual 2017	BUDGET 2018	Actual 2018	BUDGET 2019	Actual 2019	BUDGET 2020	5 months 2020	BUDGET 2021	NOTES
<b>ADMINISTRATIVE</b>											
5202	Administrative										
5202	Automobile Mileage	\$ 10,000	\$ 13,862	\$ 750	\$ 12,569	\$ 13,600	\$ 7,450	\$ 13,000	\$ 4,250	\$ 10,000	
5203	Bank Fees/Charges	\$ 3,000	\$ 1,827	\$ 2,000	\$ 1,088	\$ 1,800	\$ 1,803	\$ 1,900	\$ 1,035	\$ 2,200	
5204	Dues/Seminars/Subscriptions	\$ 7,000	\$ 3,963	\$ 4,500	\$ 2,473	\$ 4,000	\$ 3,229	\$ 4,000	\$ 275	\$ 4,000	
5205	Elections	\$ 5,000	\$ 60	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ 5,000	
5216	Legal Notices	\$ 5,000	\$ 3,532	\$ 3,000	\$ 2,942	\$ 2,500	\$ 4,560	\$ 3,000	\$ -	\$ 3,500	
5208	Newsletter	\$ 1,500	\$ 3,000	\$ 10,000	\$ 1,500	\$ 10,000	\$ 4,500	\$ 2,000	\$ -	\$ 5,000	
5209	Office Equipment & Maintenance	\$ 10,000	\$ 12,079	\$ 14,000	\$ 8,722	\$ 16,572	\$ 9,280	\$ 10,000	\$ 2,843	\$ 10,000	
5210	Postage/Delivery	\$ 2,500	\$ 1,803	\$ 2,850	\$ 2,083	\$ 1,850	\$ 1,935	\$ 2,000	\$ 548	\$ 2,000	
5211	Meeting Supplies	\$ 5,000	\$ 6,894	\$ 5,500	\$ 5,908	\$ 4,150	\$ 8,731	\$ 5,000	\$ 2,460	\$ 10,000	
5212	Rent/Furniture/Leasehold	\$ 102,000	\$ 113,737	\$ 120,000	\$ 77,353	\$ 125,000	\$ 117,645	\$ 125,000	\$ 51,045	\$ 125,000	
5213	Supplies/Storage	\$ 6,500	\$ 10,167	\$ 10,000	\$ 9,934	\$ 9,600	\$ 14,691	\$ 10,000	\$ 2,303	\$ 15,000	total supplies
5214	Telephone/Internet/Cell Phones	\$ 13,000	\$ 17,020	\$ 13,000	\$ 13,554	\$ 13,428	\$ 16,316	\$ 13,000	\$ 5,155	\$ 17,000	
5215	Travel and Training						\$ 640		\$ 955		total travel & training
5207	Miscellaneous						\$ 2,240		\$ 11,585	\$ 3,000	total misc
<b>ADMINISTRATIVE TOTAL</b>		<b>\$ 170,500</b>	<b>\$ 187,944</b>	<b>\$ 190,600</b>	<b>\$ 138,126</b>	<b>\$ 207,500</b>	<b>\$ 193,020</b>	<b>\$ 193,900</b>	<b>\$ 82,454</b>	<b>\$ 211,700</b>	
<b>PERSONNEL</b>											
5301	Gross Wages	\$ 401,000	\$ 467,294	\$ 464,988	\$ 452,021	\$ 506,673	\$ 438,707	\$ 515,000	\$ 201,541	\$ 525,000	
5302	Severance/Overtime	\$ 20,000	\$ 6,669		\$ 24,713		\$ 26,247		\$ 6,491	\$ 20,000	
5303	Temporary	\$ 5,000	\$ -	\$ 5,000	\$ 6,047	\$ 5,000	\$ 35,406	\$ 5,000	\$ 6,607	\$ 5,000	
5304	Salary Adjustment (Bonus)	\$ 3,000	\$ -		\$ 3,299		\$ -	\$ 3,000			inc in gross wages
5306	FICA/Medicare/FUTA	\$ 35,000	\$ 13,731		\$ 54,966		\$ 33,113	\$ 30,000	\$ 15,936	\$ 35,000	
5310	TMRS (City Responsibility)	\$ 42,000	\$ 16,857		\$ 48,017		\$ 38,530	\$ 45,000	\$ 19,204	\$ 40,000	
5311	Payroll Processing Expenses (ADP)	\$ 3,000	\$ 1,025		\$ 2,570	\$ 1,474	\$ 2,750	\$ 1,474	\$ 1,212	\$ 3,000	
5312	TWC-Unemployment						\$ -	\$ 2,000			
<b>PERSONNEL TOTAL</b>		<b>\$ 509,000</b>	<b>\$ 505,576</b>	<b>\$ 469,988</b>	<b>\$ 591,633</b>	<b>\$ 513,147</b>	<b>\$ 574,753</b>	<b>\$ 601,474</b>	<b>\$ 250,991</b>	<b>\$ 628,000</b>	
<b>INSURANCE</b>											
5353	Employee Insurance	\$ 65,000	\$ 68,373	\$ 84,326	\$ 59,112	\$ 83,508	\$ 102,035	\$ 83,508	\$ 22,888	\$ 110,000	inc all employee ins
5354	General Liability & Bonds	\$ 3,780	\$ 2,495	\$ 4,616	\$ 3,923	\$ 4,300	\$ 10,562	\$ 2,000	\$ -	\$ 11,000	
5355	Other	\$ 200	\$ -		\$ -		\$ -	\$ -			
5356	Workman's Compensation	\$ 2,860	\$ 1,360		\$ 5,659		\$ 2,083	\$ 2,000	\$ (566)	\$ 2,500	
<b>INSURANCE TOTAL</b>		<b>\$ 71,840</b>	<b>\$ 72,228</b>	<b>\$ 88,942</b>	<b>\$ 68,694</b>	<b>\$ 87,808</b>	<b>\$ 114,680</b>	<b>\$ 87,508</b>	<b>\$ 22,322</b>	<b>\$ 123,500</b>	
<b>G/G TOTALS</b>		<b>\$ 751,340</b>	<b>\$ 765,748</b>	<b>\$ 749,530</b>	<b>\$ 798,453</b>	<b>\$ 808,455</b>	<b>\$ 882,453</b>	<b>\$ 882,882</b>	<b>\$ 355,767</b>	<b>\$ 963,200</b>	

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**#10-550 MUNICIPAL COURT**

ACCOUNT #	DESCRIPTION	BUDGET 2017	Actual 2017	BUDGET 2018	Actual 2018	BUDGET 2019	Actual 2019	BUDGET 2020	5 months 2020	BUDGET 2021	NOTES
5403	Credit Card Charge	\$ 5,200	\$ 5,002	\$ 5,200	\$ 4,731	\$ 5,000	\$ 5,378	\$ 5,000	\$ 1,901	\$ 7,000	
5404	Judge/Prosecutor/Interpreter	\$ 28,000	\$ 20,693	\$ 28,000	\$ 20,400	\$ 22,000	\$ 22,475	\$ 22,000	\$ 6,525	\$ 15,000	
5405	Jury Pay										
5406	State Comptroller		\$ 10,680	\$ -	\$ 77,497	\$ 10,000					
5407	SETCIC	\$ 200	\$ -	\$ -	\$ -	\$ -		\$ 200			netted from fines
5408	Supplies/Misc	\$ 2,500			\$ 750			\$ 750			
5409	Collection Agency	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -			
5410	OmniBase Services of Texas		\$ 95	\$ 100	\$ 921	\$ 200	\$ 996	\$ 600	\$ 132	\$ 1,000	
5410											
<b>MUNICIPAL COURT TOTAL</b>		\$ 35,900	\$ 36,470	\$ 33,300	\$ 104,299	\$ 37,200	\$ 28,849	\$ 28,550	\$ 8,558	\$ 23,000	

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**#10-560 PUBLIC WORKS MAINTENANCE**

ACCOUNT #	DESCRIPTION	BUDGET 2017	Actual 2017	BUDGET 2018	Actual 2018	BUDGET 2019	Actual 2019	BUDGET 2020	5 months 2020	BUDGET 2021	NOTES
5500	Public Works Maintenance								\$ 2,500		
5501	TCEQ & Harris Co. Permits	\$ 1,900	\$ 3,413	\$ 1,800	\$ 100	\$ 1,000	\$ 2,156	\$ 2,000	\$ 1,656	\$ 2,000	
5504	Landscaping Maintenance (inc. sod)	\$ 3,000	\$ 3,678	\$ 10,000	\$ 23,474	\$ 15,000	\$ 32,863	\$ 15,000	\$ 7,222	\$ 40,000	
5505	Gator Fuel & Maintenance	\$ 7,000	\$ 3,354	\$ 400	\$ 1,493	\$ 2,000	\$ 1,382	\$ 2,000	\$ 251	\$ 2,000	
5506	Right-of-Way Mowing	\$ 34,000	\$ 32,537	\$ 40,000	\$ 36,906	\$ 80,000	\$ 88,501	\$ 80,000	\$ 37,865	\$ 90,000	
5507	Signage and Signal Repairs		\$ 7,322	\$ 5,000	\$ 39,581	\$ 50,000	\$ 71,011	\$ 50,000	\$ 3,842	\$ 30,000	
		\$ 5,000									
5508	ROW Water/Planting	\$ 3,000	\$ 1,071	\$ 3,200	\$ 1,344	\$ 4,500	\$ 1,156	\$ 1,000	\$ 487	\$ 2,000	
5509	Tree Care/Removal	\$ 12,500	\$ 11,870	\$ 10,000	\$ 15,170	\$ 10,000	\$ 13,410	\$ 12,500	\$ 5,890	\$ 15,000	
5510	On-Going Road/Drainage Maintenance	\$ 200,000	\$ 125,192	\$ 125,000	\$ 27,138	\$ 75,000	\$ 51,457	\$ 75,000		\$ 75,000	
5517	Sidewalk Improvements							\$ 40,000		\$ 50,000	
5515	Landscaping Improvements	\$ 40,000	\$ 64,950	\$ 50,000	\$ 66,147	\$ 75,000	\$ 60,687	\$ 75,000	\$ 59,764	\$ 75,000	
5516	Ford F150 Maintenance and fuel						\$ 25,307			\$ 2,500	Purchased truck 2019
5609	Windemere Drainage						\$ 1,800				
<b>PW TOTALS</b>		<b>\$ 306,400</b>	<b>\$ 253,387</b>	<b>\$ 245,400</b>	<b>\$ 211,353</b>	<b>\$ 312,500</b>	<b>\$ 349,730</b>	<b>\$ 352,500</b>	<b>\$ 119,477</b>	<b>\$ 383,500</b>	

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#020 DEBT SERVICE FUND SUMMARY

	BUDGET 2017	Actual 2017	BUDGET 2018	Actual 2018	BUDGET 2019	Actual 2019	BUDGET 2020	5 months 2020	BUDGET 2021	NOTES
DEBT SERVICE FUND REVENUES	\$ 1,151,075.00	\$ 1,409,147.00	\$ 1,402,285.00	\$ 1,506,850.00	\$ 1,474,419.22	\$ 1,511,625.00	\$ 1,506,850.00		\$ 1,506,775.00	
DEBT SERVICE EXPENSES	\$ 1,060,050.00	\$ 1,501,364.00	\$ 1,501,364.00	\$ 1,505,200.00	\$ 1,505,200.00	\$ 1,501,625.00	\$ 1,505,200.00		\$ 1,506,775.00	
Revenues over Expenses	\$ 91,025.00	\$ (92,217.00)	\$ (99,079.00)	\$ 1,650.00	\$ (30,780.78)	\$ 10,000.00	\$ 1,650.00		\$ -	

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**#20 DEBT SERVICE REVENUE**

ACCOUNT #	DESCRIPTION	BUDGET 2017	Actual 2017	BUDGET 2018	Actual 2018	BUDGET 2019	Actual 2019	BUDGET 2020	5 months 2020	BUDGET 2021	NOTES
4101	Property Tax Revenue	\$ 1,148,621	\$ 1,148,621	\$ 1,408,397	\$ 1,397,205	\$ 1,502,950	\$ 1,465,503	\$ 1,501,625		\$ 1,333,692	
	<b>Debt Service Fund (per audit)</b>									\$ 173,083	balance in restricted fund
4400	Bank Interest	\$ 311	\$ 2,454	\$ 750	\$ 5,080	\$ 3,900	\$ 8,916	\$ 10,000			inc in GOF revenue
4410	Bond Premium										
<b>D/S REVENUE TOTAL</b>		<b>\$ 1,148,932</b>	<b>\$ 1,151,075</b>	<b>\$ 1,409,147</b>	<b>\$ 1,402,285</b>	<b>\$ 1,506,850</b>	<b>\$ 1,474,419</b>	<b>\$ 1,511,625</b>		<b>\$ 1,506,775</b>	

**#20 DEBT SERVICE EXPENSE**

ACCOUNT #	DESCRIPTION	BUDGET 2017	Actual 2017	BUDGET 2018	Actual 2018	BUDGET 2019	Actual 2019	BUDGET 2020	5 months 2020	BUDGET 2021	NOTES
500-5204	Paying Agent Fees	\$ 2,000	\$ 4,500	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250		\$ 2,250	
500-5820	Interest Expense for Bonds	\$ 145,550	\$ 145,550	\$ 269,114	\$ 269,114	\$ 217,950	\$ 217,950	\$ 179,375		\$ 139,525	
500-5821	Bond Principal Payments	\$ 910,000	\$ 910,000	\$ 1,230,000	\$ 1,230,000	\$ 1,285,000	\$ 1,285,000	\$ 1,320,000		\$ 1,365,000	
<b>DEBT SERVICE EXPENSE TOTALS</b>		<b>\$ 1,057,550</b>	<b>\$ 1,060,050</b>	<b>\$ 1,501,364</b>	<b>\$ 1,501,364</b>	<b>\$ 1,505,200</b>	<b>\$ 1,505,200</b>	<b>\$ 1,501,625</b>		<b>\$ 1,506,775</b>	

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**#10-570 GOF CAPITAL PROJECTS**

FUNDS AVAILABLE	CUMULATIVE EXPENSE AS OF 12/31/19	PROJECTED EXPENSE 2020	BUDGET 2021	BUDGET 2022	PROJECT TOTALS
GOF Unassigned Fund - January 1, 2020	na	\$ 6,220,133	\$ 3,644,605		
GOF Funds Available for Capital Projects	na	\$ 1,046,978	\$ 978,156		
<b>Additional Funds (Bond and Metro)</b>	na	\$ 113,664	\$ -		
<b>TOTAL FUNDS AVAILABLE FOR THE YEAR</b>	na	\$ 7,380,775	\$ 4,622,761	\$ -	
<b>PROJECT EXPENSES</b>					
<i>North Piney Point Road and Drainage</i>					
Engineering	\$ 215,875		\$ -		\$ 215,875
Construction	\$ 2,750,489	\$ 286,000	\$ -		\$ 3,036,489
Observation	\$ 220,870		\$ -		\$ 220,870
Sub Total	\$ 3,187,234	\$ 286,000	\$ -		\$ 3,473,234
<i>Surrey Oaks Road and Drainage</i>					
Engineering	\$ 103,675	\$ 52,200	\$ -		\$ 155,875
Construction	\$ 58,255	\$ 1,097,380	\$ -		\$ 1,155,635
Observation (half time)	\$ 412	\$ 90,788	\$ -		\$ 91,200
Sub Total	\$ 162,342	\$ 1,240,368	\$ -		\$ 1,402,710
<i>Beinhorn Drainage and Sidewalk</i>					
Engineering	\$ 78,492	\$ 59,453	\$ -		\$ 137,945
Construction	\$ -	\$ 1,010,294	\$ -		\$ 1,010,294
Observation (half time)	\$ -	\$ 79,500	\$ -		\$ 79,500
Sub Total	\$ 78,492	\$ 1,149,247	\$ -		\$ 1,227,739
<i>Wilding Drainage and Road</i>					
Engineering	\$ 44,728	\$ 93,803	\$ 52,320		\$ 190,851
Construction	\$ -	\$ 342,118	\$ 1,368,472		\$ 1,710,590
Observation (full time)	\$ -	\$ 40,700	\$ 162,800		\$ 203,500
Sub Total	\$ 44,728	\$ 476,621	\$ 1,583,592	\$ -	\$ 2,104,941
<i>White Pillars Drainage, Street &amp; Sidewalk</i>					
Engineering	\$ 30,400	\$ 20,300	\$ -		\$ 50,700
Construction	\$ -	\$ 346,167	\$ -		\$ 346,167
Observation	\$ -	\$ -	\$ -		\$ -
Sub Total	\$ 30,400	\$ 366,467	\$ -		\$ 396,867
<i>Road Paving, Arrowwood, S Piney Point etc.</i>					
Engineering	\$ -	\$ 56,277	\$ 14,934		\$ 71,211
Construction	\$ -	\$ 149,890	\$ 299,770		\$ 449,660
Observation	\$ -	\$ 11,300	\$ 22,600		\$ 33,900
Sub Total	\$ -	\$ 217,467	\$ 337,304		\$ 554,771
<b>TOTAL PROJECT EXPENSES</b>	\$ 3,503,196	\$ 3,736,170	\$ 1,920,896	\$ -	\$ 9,160,262
<b>TOTAL FUNDS REMAINING END OF YEAR</b>		\$ 3,644,605	\$ 2,701,865	\$ -	

MK 6/25/2020



TO: The Honorable Mayor and Members of the City Council

FROM: Roger Nelson, City Administrator *RN*

MEETING DATE: July 27, 2020

SUBJECT: Fences and walls in required yards and rear yards

Agenda Item: 5

This agenda item calls for the City Council to submit this item to the Planning and Zoning Commission for its recommendation and report within 60 days.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING ARTICLE IV OF CHAPTER 74 OF THE CODE OF ORDINANCES OF THE CITY OF PINEY POINT VILLAGE, TEXAS, BY DELETING PARAGRAPH (1) OF SUBSECTION (c) OF SECTION 74-244 IN ITS ENTIRETY AND ADDING A NEW PARAGRAPH (1) OF SUBSECTION (c) OF SECTION 74-244, ESTABLISHING REGULATIONS FOR THE SIZE OF FRONT YARDS IN GENERAL AND ON SPECIFIC STREETS; 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.

\* \* \* \* \*

**WHEREAS**, the City Council of the City of Piney Point Village recognizes that the majority of streets in the City are platted and improved with a fifty (50) foot setback, however, certain identified streets are platted and improved at a lessor setback; and

**WHEREAS**, the City Council desires to establish setbacks on those identified streets that reflect actual lot configuration and established building locations; now, therefore,

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

**Section 1.** That Paragraph (1) of Subsection (c) of Section 74-244 be deleted in its entirety and a new Paragraph (1) of Subsection (c) of Section 74-244 be added to provide as follows:

**“Article IV. – DISTRICT REGULATIONS**

\* \* \*

**Sec. 74-244 – Regulations.**

\* \* \*

*(c) Area regulations; size of yards.*

- (1) *Front yard.* There shall be a front yard having a depth of not less than 50 feet; provided, however, Jan Kelly Lane and Gingham Drive shall have a depth of not less than 40 feet, Merrie Way Lane shall have a depth of not less than 35 feet, and Surrey Oaks Lane and Dana Lane shall have a depth of not less than 25feet.”

**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 \_\_\_th day of \_\_\_\_\_, 2020.

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Mark Kobelan

Mayor


ATTEST:

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Karen Farris  
City Secretary



TO: The Honorable Mayor and Members of the City Council

FROM: Roger Nelson, City Administrator 

MEETING DATE: July 27, 2020

SUBJECT: Temporary Certificates of Occupancy

Agenda Item: 6

This agenda item calls for the City Council to submit this item to the Planning and Zoning Commission for its recommendation and report within 60 days.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING DIVISION 6 OF ARTICLE II OF CHAPTER 74 OF THE CODE OF ORDINANCES OF THE CITY OF PINEY POINT VILLAGE, TEXAS, BY DELETING SECTION 74-176 IN ITS ENTIRETY AND ADDING A NEW SECTION 74-176, ESTABLISHING REGULATIONS FOR CERTIFICATES OF OCCUPANCY, TEMPORARY CERTIFICATES OF OCCUPANCY, AND RELATED FISCAL SECURITY; 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 Section 74-176 be deleted in its entirety and a new Section 74-176 be added to Division 6 of Article II of Chapter 74 to provide as follows:

**“Article II. – Administration**

\* \* \*

**Division 6. – Certificate of Occupancy**

**Sec. 74-176 – Certificates of occupancy or completion, temporary certificates of occupancy and related fiscal security.**

Before occupancy, use or change of use, a certificate of occupancy shall be required upon substantial completion for any of the following:

- (1) Occupancy and use of a building erected or structurally altered.
- (2) Change in use of an existing building to a use of a different classification.
- (3) Occupancy and use of vacant land.
- (4) Change in the use of land to a use of a different classification.
- (5) Any change in the use of a conforming use.

- (6) A person may file an application with the building official for the installation of gas meters before the issuance of a certificate of occupancy, provided that:
- a. The proposed use or temporary occupancy, if applicable, is not hazardous to life, health, or public safety; and
  - b. The applicant posts fiscal security with the building official equal to the estimated cost to perform the installation of the gas meter, but in no event shall exceed \$2,000. A qualified professional must provide the city building official with an estimate of the cost, and the building official's approval of the estimate is required. An applicant must post the security as a cash deposit.
- (7) A temporary certificate of occupancy may be obtained if the structure has been completed and the issuance of the final certificate of occupancy is solely dependent upon the successful completion of all exterior improvements, exterior inspections, and the building final, provided that:
- a. A preliminary final walk-through has been completed, and successful passage of such walk-through confirmed, by two of the three following City Officials: the Building Official, the City Administrator, or the Mayor; and
  - b. The occupancy of the building is not hazardous to life, health, or public safety; and
  - c. The structure has successfully passed all interior inspections, including completion of the interior final; and
  - d. The applicant posts fiscal security with the building official in the amount of \$25,000.00. An applicant must post the security as a cash deposit; and
  - e. The property owner and builder affirm, in writing, that the property will be able to receive a Certificate of Occupancy within 30 days of the issuance of the Temporary Certificate of Occupancy. Furthermore, the property owner and builder agree that for each day beyond the 30 day time period, the property owner will pay \$2,000 a day

from the fiscal security as liquidated damages for failure to comply with the terms of this Section; provided, however, the property owner and builder may appeal the amount of liquidated damages assessed under this subsection. The property owner and builder have the burden to establish that extraordinary events have occurred that prevented the timely compliance with the 30 day Temporary Certificate of Occupancy period or any subsequent extension thereof. City Council has absolute discretion as it relates to any relief granted under this subsection.

- f. The applicant may request a maximum of two 30 day extensions if the applicant can establish that extraordinary circumstances exist that will reasonably prevent the property from being ready to receive a Certificate of Occupancy within the initial 30 day Temporary Certificate of Occupancy period or within any subsequently approved 30 day extension period, if applicable. The Mayor shall consider any such request and approve or deny such request. The Mayor's determination on any request for extension may be appealed to the City Council. A determination made by the City Council on any such appeal shall be final.

- (8) The city shall return any remaining fiscal security, if any, to the applicant if the building official determines that the applicant has obtained a certificate of occupancy; provided, however, if the building official determines that an applicant has breached the obligations secured by the fiscal security, such fiscal security shall be paid to the city as liquidated damages..”

**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 \_\_\_th day of \_\_\_\_\_, 2020.

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Mark Kobelan  
Mayor

ATTEST:

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Karen Farris  
City Secretary

TO: The Honorable Mayor and Members of the City Council

FROM: Roger Nelson, City Administrator 

MEETING DATE: July 27, 2020

SUBJECT: Fences and walls in required yards and rear yards

Agenda Item: 7

This agenda item calls for the City Council to submit this item to the Planning and Zoning Commission for its recommendation and report within 60 days.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING ARTICLE IV OF CHAPTER 74 OF THE CODE OF ORDINANCES OF THE CITY OF PINEY POINT VILLAGE, TEXAS, BY DELETING PARAGRAPH (3) OF SUBSECTION (i) OF SECTION 74-245 IN ITS ENTIRETY AND ADDING A NEW PARAGRAPH (3) OF SUBSECTION (i) OF SECTION 74-245, ESTABLISHING REGULATIONS FOR FENCES, SIDE AND REAR YARD ADJACENT TO A STREET; 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 Paragraph (3) of Subsection (i) of Section 74-245 be deleted in its entirety and a new Paragraph (3) of Subsection (i) of Section 74-245 be added to provide as follows:

**“Article IV. – DISTRICT REGULATIONS**

\* \* \*

**Sec. 74-245 – Supplementary district regulations.**

\* \* \*

(i) *Fences and walls in required yards.* No fence or freestanding fence-type wall shall be permitted in any required yard except as specifically authorized below:

\* \* \*

(3) *Fences, side and rear yard adjacent to a street.* Fences may be constructed within a required side or rear yard adjacent to a street if such fence does not exceed eight feet in height above the natural grade of the lot at the lot line adjacent to such fence, and the fence is either an 80 percent fence or a wooden fence with landscaping from a City approved landscaping plan and placed on the side of the fence adjacent to the

street. The property owner is responsible for maintaining the landscaping and removing/replacing the landscaping from the street and associated right-of-way if the City has to perform work in the right-of-way encumbered by such landscaping. Any fence constructed between the main building and an adjacent street shall have the finished exterior side facing the adjacent street, and shall have no posts or rails visible from such adjacent street, irrespective of the distance from the fence and the adjacent lot line or street.”

**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 \_\_\_th day of \_\_\_\_\_, 2020.

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Mark Kobelan  
Mayor

ATTEST:

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Karen Farris  
City Secretary



## **Minimum Compliance Standards** **(Draft 6.19.2020)**

### ***Outstanding Questions from the Subgroup:***

- *What happens if a Landscape and Fencing Plan is submitted for review to the Beautification Committee and the subgroup does not approve the plantings –and the property owner objects to being turned down?*
- *What happens if the plantings don't achieve the required 80% covering within the 3-year period, and what, if any, will the role of the Beautification Committee's subgroup be in enforcing the ordinance? We would recommend the subgroup work with the property owner on a compliance plan that the property owner could submit to the City in lieu of any fines for violating the ordinance.*

### **General Standards:**

- All planning, design, application for approval, materials, work, and maintenance to comply with the minimum requirements herein shall be at the property owner's expense.
- Property owners are encouraged to consult with a landscape professional on specific plantings, sizes, spacing, planting methods, irrigation and maintenance necessary to achieve the growth required in this ordinance, given the unique conditions on their property (included, but not limited to soil conditions, drainage, space constraints, sunlight and shade, cardinal direction, and existing landscaping).
- All work shall be performed in accordance with the property owner's City-approved Landscape & Fencing Plan
- Property owners who desire to use plantings not on the City's Recommended Plantings list or who desire to use recommended plantings of smaller than recommended size shall undergo a review by the Beautification Committee prior obtaining City approval.

### **Fencing Standards:**

- TBD

### **Planting & Maintenance Standards:**

- On or before 3 years after obtaining permit, privacy plantings must block a minimum of 80% of the solid fence's surface area from view from the adjacent City road or private street.
- Beyond 3 years after obtaining the permit, privacy plantings must continue to block a minimum of 80% of the solid fence's surface area from view from the adjacent City road or private street, throughout each season of the year. This may require additional plantings or replacing plants, at property owner's expense.
- Privacy plantings must be evergreen.
- Spacing of plants must account for amount of sunlight in the immediate area, taking into account that the required coverage might have to be achieved before plant maturity.
- If planting in the City ROW, plant selections must be able to grow in the existing, surrounding soil without altering or impeding existing drainage systems.

- Understory layering of plants is desirable, where space permits.
- Regular maintenance of plantings is required at property owner's expense.
- Plantings should not obstruct movement on sidewalks, streets or vision triangles.
- Plantings in the City ROW that must be removed due to a City or other public work's project must be replaced under the same minimum planting standards within 60 days of project completion, with the work and expense to the property owner.
- Plantings shall not include any of the following varieties, unless otherwise included on the City's Recommended Plantings list, or the property owner already maintains these specific varieties on its property and additional plants are necessary to achieve a desired aesthetic:
  - Plants considered "invasive" to the Houston-Texas Gulf Coast region (see Page 162 of *A Garden Book for Houston and the Texas Gulf Coast*, River Oaks Garden Club, Fifth Edition, 2013;
  - Tropical varieties (i.e., palms, banana plants, bamboo);
  - Plants considered "highly toxic" to humans and/or animals (see Pages 640-643 of *A Garden Book for Houston and the Texas Gulf Coast*, River Oaks Garden Club, Fifth Edition, 2013;
  - Any vines that propagate by re-seeding; and
  - Thorny varieties.
- Plantings consisting entirely of climbing vines should be reserved for fence lines that lack the necessary space for trees or shrubs, and must be submitted for review by the Beautification Committee prior to obtaining City approval.

**Irrigation Standards:**

- TBD
- Irrigation must be provided without altering or impeding existing drainage systems or sidewalks/groomed paths

***Ensure the City's "Landscape & Fence Plan" ordinance includes the following:***

- Submit photographs of before/after initial planting
- Denote the following:
  - Property boundaries
  - If planting in City ROW, include proximity to drainage ditches, sidewalks, culverts, other City infrastructure
  - overhead electrical lines
  - Orientation of Fence (North, South, East, West)
  - Shading (full sun, partial sun, partial shade, full shade)
  - Type, Spacing & Size of Plantings
  - Irrigation lines

**Pre-Approved Plantings List**

(Draft 7.19.2020 --Beautification Sub-Committee)

		Est. Maturity Size (ft)		Initial Planting		Additional Specifications / Comments				
		Height	Width	Spacing	Pot Size	Optimal Sunlight	Soil Conditions	Comments	Page *	
<b>Shrubs</b>										
<b>Hollies</b>										
	Burford ( <i>Ilex cornuta</i> )	10	6	3 ft.	15 gal.	Sun to Partial Shade	Fertile, well-drained soil	Drought tolerant and tolerates wet soils.	206; 237	
	Foster ( <i>Ilex x attenuata</i> )	20	10	3 ft.	15 gal.	Sun to Partial Shade	Moist, well-drained soil	Medium growth. Less dense in partial shade. Easy to shape.	206	
	Nellie R. Stevens ( <i>Ilex x 'Nellie R. Stevens'</i> )	10 - 20	10 - 20	3 ft.	15 gal.	Sun to Partial Shade	Moist, well-drained soil	Faster growing. Less dense in full shade. Very durable.		
	Savannah	15 - 30	10	4 ft.	15 gal.	Sun to Partial Shade	Non-alkaline, well-drained soil	More narrow. Drought resistant. No salt-based fertilizers		
<b>Viburnums</b>										
	Awabuki ( <i>viburnum odoratissimum var. awabuki</i> )	15 - 20	15 - 20	3 ft.	15 gal.	Sun to Partial Shade	Moist, well-drained soil	Upright growth habit.	248	
	Japonicum	6	8	3 ft.	15 gal.	Sun to Partial Shade	Moist, well-drained soil	Upright growth habit. Damage at temperatures between 20-3	247	
	Sandankwa ( <i>viburnum suspensum</i> )	6 - 12	6 - 12	3 ft.	15 gal.	Sun to Partial Shade	Moist, well-drained soil		248	
	Walters ( <i>viburnum obovatum</i> )	8 - 25	6 - 10	3 ft.	15 gal.	Sun to Partial Shade	Moist, well-drained soil		221; 248	
<b>Others</b>										
	Pineapple Guava ( <i>feijoa sellowiana</i> )	10 - 25	10 - 15	3 ft.	15 gal.	Sun to Partial Shade	Well-drained, slightly acidic soil	Slow to moderate growing. Requires freeze protection.	519	
	Japanese Yew ( <i>podocarpus macrophyllus</i> )	10 - 15	4 - 6	18-24 in.	15 gal.	Sun to Shade	Well-drained, acidic soil	Slow growing.	213; 243	
	Banana Shrub ( <i>michelia figo</i> )	10 - 15	15	4 ft.	15 gal.	Sun to Partial Shade	Moist, well-drained soil	Slow growing. Less dense in partial shade.	241	
	Pittosporum ( <i>pittosporum tobira</i> )	6 - 15	7 - 20	3 ft.	15 gal.	Sun to Partial Shade	Moist, well-drained soil	Prune for shape after blooming.	243	
<b>Small/Ornamental Trees</b>										
<b>Magnolia</b>										
	Little Gem variety of ( <i>magnolia grandiflora</i> )	25	10	4 ft.	15 gal.	Sun to Partial Shade	Moist, well-drained soil	Not suitable for more narrow planting areas.	209	
<b>Vines / "Semi-Climbers"</b>										
	Confederate or Star Jasmine ( <i>Trachelospermum jasminoides</i> )	20	5	18-24 in.	1 gal.	Sun to Partial Shade	Loose, fertilized soil	Provide wire to trellis for support	272	
	Creeping Fig ( <i>figus pumila</i> )	10	15	18-24 in.	1 gal.	Sun to Full Shade	Moist, well-drained soil	Clings to masonry. Roots are invasive.	261	
	Bleeding Heart Vine or Glory Bower ( <i>clerodendrum thomsoniae</i> )	12	n/a	18-24 in.	1 gal.	Sun to Partial Shade	Moist, well-drained soil	Can be trimmed as shrub. Vines need support. Rampant growth	259	
	Coral honeysuckle or trumpet honeysuckle ( <i>lonicera mexican</i> )	15	20	18-24 in.	1 gal.	Sun to Partial Shade	Moist, well-drained soil	Requires less water after established. Requires freeze protection	264	
	Mexican butterfly vine or yellow orchid vine ( <i>maecostema</i> )	12	15	18-24 in.	1 gal.	Sun to Partial Shade	Moist, well-drained soil	Drought tolerant. Good for west-facing walls.	266	

\* --A Garden Book for Houston and the Texas Gulf Coast. River Oaks Garden Club. Fifth Revised Edition 2013.

TO: The Honorable Mayor and Members of the City Council

FROM: Roger Nelson, City Administrator 

MEETING DATE: July 27, 2020

SUBJECT: Non-Conforming Buildings

Agenda Item: 8

This agenda item calls for the City Council to submit this item to the Planning and Zoning Commission for its recommendation and report within 60 days.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING ARTICLE III OF CHAPTER 74 OF THE CODE OF ORDINANCES OF THE CITY OF PINEY POINT VILLAGE, TEXAS, BY DELETING SUBSECTION (a) OF SECTION 74-212 IN ITS ENTIRETY AND ADDING A NEW SUBSECTION (a) OF SECTION 74-212, ESTABLISHING REGULATIONS FOR THE CONTINUANCE OF NONCONFORMING BUILDINGS AND STRUCTURES; 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 Subsection (a) of Section 74-212 be deleted in its entirety and a new Subsection (a) of Section 74-212 be added to provide as follows:

**“Article III. – NONCONFORMITIES**

\* \* \*

**Sec. 74-212 – Nonconforming buildings.**

(a) Continuance of nonconforming buildings and structures. Subject to the limitations herein set forth, any nonconforming structure, lawfully existing, may be occupied and maintained in good repair, and may only be enlarged or extended into a required yard that creates the nonconformity in manner that that is equal to or less than the setback established by the nonconforming structure, Except as provided for in this section, a nonconforming building or structure may be extended into a required yard that did not create the nonconformity, as long as such



enlargement or extension complies with all the regulations and ordinances 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 \_\_\_th day of \_\_\_\_\_, 2020.

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Mark Kobelan  
Mayor

ATTEST:

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Karen Farris  
City Secretary

TO: The Honorable Mayor and Members of the City Council

FROM: Roger Nelson, City Administrator 

MEETING DATE: July 27, 2020

SUBJECT: Proposed Solid Waste and Recycling Contract with VF Waste Services

Agenda Item: 9

This agenda item calls for the City Council to consider an amendment to the existing VF Waste contract extending the current solid waste contract which will extend the current contract for five years.

The proposed amendment and the current VF Waste contract is attached for your review.

**RESIDENTIAL SOLID WASTE AND RECYCLE COLLECTION AMENDMENT**

AMENDMENT TO RESIDENTIAL SOLID WASTE COLLECTION CONTRACT DATED JULY 27, 2020, BETWEEN VF WASTE SERVICES INCORPORATED AND THE CITY OF PINEY POINT VILLAGE.

THE ADMENDMENT TO THIS SOLID WASTE COLLECTION CONTRACT is made and entered into this date July 27, 2020, by and between VF WASTE SERVICES INCORPORATED and THE CITY OF PINEY POINT VILLAGE (hereinafter referred to as "City").

**WITNESSETH:**

Whereas VF Waste Services and the City have each determined to extend the terms of this agreement for five-years, at a monthly charge per home, and

NOW THEREFORE, and in consideration of the mutual covenants herein contained, VF Waste Services and the City hereby agree to the terms and conditions herein after set-forth, to wit:

**ARTICLE I**

Effective September 1, 2020, for a term of 60 months (5 years). During the initial one-year term VF Waste Services will charge a rate of compensation of \$38.11 per home. Such rate shall be held for a one-year period; Thereafter, the rate of compensation shall be adjusted on an annual basis (beginning September 1, 2021) pursuant to Section 12.2 of the contract.

**ARTICLE II**

This Amendment shall modify the Contract only insofar as it relates to the matters provided here in. All other existing terms and conditions not addressed in this Amendment shall remain in full force and effect and shall control.

VF WASTE SERVICES, INC.

Signed by: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF PINEY POINT VILLAGE

Signed by: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CONTRACT FOR  
SOLID WASTE COLLECTION AND DISPOSAL SERVICES AND RECYCLING SERVICES  
CITY OF PINEY POINT VILLAGE

THIS CONTRACT is made and entered into this 28<sup>th</sup> day of August, 2017, by and between the City of Piney Point Village, a Type A general law municipality located in Harris County, Texas (hereinafter called "City") and VF Waste Services, Inc., (hereinafter called "Contractor").

For and in consideration of the mutual obligations, covenants, and benefits to be derived Hereunder; City and Contractor do hereby agree as follows:

1. Contractor agrees to furnish all labor and supervision, equipment, trucks, and all other items or services necessary to provide refuse collection, removal and disposal services as specified and to perform all of the work called for and described in the contract documents.
2. As consideration for the services to be performed hereunder by Contractor, the City agrees to pay Contractor, in Harris County, Texas, on or before the fifteenth day of each month immediately following the month in which services are performed by Contractor. Contractor shall be paid the rate(s) set forth in the General Conditions for the services outlined within this Agreement.
3. The contract documents shall include the following documents, and this contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this contract.
  - (a) This instrument;
  - (b) The General Conditions attached hereto; and
  - (c) Any addenda or changes to the foregoing documents agreed to by the parties hereto.
4. All provisions of the contract documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this contract shall be made except upon the express written approval of the parties. No amendment shall be construed to release either party from any obligation of the contract documents except as specifically provided for in such amendment.
5. This contract is entered into subject to the following conditions:
  - (a) Contractor shall procure and keep in full force and effect throughout the term of this contract all of the insurance policies specified in, and required by, the contract documents.
  - (b) Neither the Contractor, nor the City, shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the parties.
  - (c) Any addenda or changes to the foregoing documents agreed to in writing and signed by the parties hereto.



IN WITNESS WHEREOF, we, the contracting parties, by and through our duly authorized representatives, hereto affix our signatures this

THE CITY OF PINEY POINT VILLAGE

By \_\_\_\_\_  
Mark Kobelan  
Mayor

ATTEST:  
By: \_\_\_\_\_  
Maggie Carty  
City Secretary

VF WASTE SERVICES, INC.  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# SOLID WASTE COLLECTION AND DISPOSAL GENERAL CONDITIONS

## **1.0 DEFINITIONS**

- 1.1 Bags
- 1.2 Bulky Waste
- 1.3 Bundle
- 1.4 City
- 1.5 City Related Parties
- 1.6 Construction Debris
- 1.7 Container
- 1.8 Contract
- 1.9 Contract Documents
- 1.10 Contractor
- 1.11 Contractor Related Parties
- 1.12 Dead Animals
- 1.13 Disposal Site
- 1.14 Garbage
- 1.15 General Conditions
- 1.16 Hazardous Waste
- 1.17 Producer
- 1.18 Refuse
- 1.19 Residential Refuse
- 1.20 Residential Unit
- 1.21 Rubbish
- 1.22 Stable Matter

## **2.0 SCOPE OF WORK**

### **3.0 TYPE OF COLLECTION**

- 3.1 Service Provided
- 3.2 Location of Containers, Bags and Bundles for Collection
- 3.3 Bulky Waste

### **4.0 OPERATION**

- 4.1 Hours of Operation
- 4.2 Routes of Collection
- 4.3 Holidays
- 4.4 Complaints
- 4.5 Collection Equipment
- 4.6 Office
- 4.7 Hauling
- 4.8 Disposal
- 4.9 Notification
- 4.10 Point of Contact

- 5.0 COMPLIANCE WITH LAWS**
- 6.0 EFFECTIVE DATE**
- 7.0 NONDISCRIMINATION**
- 8.0 INDEMNITY**
- 9.0 LICENSES**
- 10.0 TERM**
- 11.0 INSURANCE**
- 12.0 BASIS AND METHOD OF PAYMENT**
  - 12.1 Rates
  - 12.2 Modification to Rates
  - 12.3 Service Adjustments
  - 12.4 Contractors Invoice
- 13.0 FORCE MAJEURE**
- 14.0 OWNERSHIP**
- 15.0 EVENT OF DEFAULT**
- 16.0 RIGHT OF ASSIGNMENT**
- 17.0 CHANGE IN OWNERSHIP OF CONTRACTOR**
- 18.0 NOTICES**

## 1.00 DEFINITIONS

- 1.1 Bags. - Plastic sacks designed to store Refuse, with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed fifty (50) pounds.
- 1.2 Bulky Waste - Stove, refrigerators, water tanks, washing machines , furniture, mattresses, wood doors, fence boards, televisions, lightweight bath tubs, appliances and small amounts of Producer generated construction materials which construction materials shall not to exceed 1 cubic yard or sixty-five (65) pounds per Container) other than Construction Debris, Dead Animals , Hazardous Waste or Stable Matter. Appliances containing refrigerants must have a tag attached to it certifying that a qualified technician has removed the refrigerant.
- 1.3 Bundle - Tree, shrub and brush trimmings or newspapers and magazines generated by a Residential Unit in the normal course of maintenance and securely tied together forming an easily handled package not exceeding five (5) feet in length or fifty (50) lbs in weight or eighteen inches (18") in diameter. Tree trunks must be split into quarter sections.
- 1.4 City - The City of Piney Point Village, a Type "A" general law municipality located in Harris County, Texas.
- 1.5 City Related Parties- The City, its employees, agents, officials, and representatives.
- 1.6 Construction Debris - Waste building materials resulting from construction, remodeling, repair, installation or demolition operations performed by contractors or Producers to include, without limitation , rocks, bricks concrete, dirt, roofing, lumber, carpet, and commercial landscape debris.
- 1.7 Container - A receptacle with a capacity of up to forty-five (45) gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a Container and its contents shall not exceed sixty-five (65) pound s.
- 1.8 Contract - Contract for Solid Waste Collection and Disposal Services for the City of Piney Point Village by and between the City and Contractor.
- 1.9 Contract Documents - The Contract, General Conditions and any schedules, exhibits, attachments, or addenda attached thereto or changes to the foregoing documents agreed to by the City and the Contractor.
- 1.10 Contractor - The person, corporation or partnership performing Refuse collection and disposal named under the Contract with the City.

- 1.11 Contractor Related Parties - Contractor, its officers, directors, agents, contractors, subcontractors, and each of their respective employees.
- 1.12 Dead Animals - Animals or portions thereof equal to or greater than 10 lbs. in weight that have expired from any cause, except those slaughtered or killed for human use or consumption.
- 1.13 Disposal Site - A Refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved by all governmental authorities and agencies having jurisdiction and requiring such licenses, permits, or approvals to receive Refuse and Dead Animals for processing or final disposal.
- 1.14 Garbage - Any and all dead animals of less than 10 lbs in weight except those slaughtered for human consumption; every accumulation of waste (animal, vegetable, and/or other matter) that results from the handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable animal or vegetable waste matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.
- 1.15 General Conditions - These Solid Waste Collection and Disposal General Conditions.
- 1.16 Hazardous Waste - Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, antifreeze, batteries, tires, paint, and paint cans.
- 1.17 Producer - An occupant of a Residential Unit who generates Refuse and Residential Refuse.
- 1.18 Refuse - This term shall refer to Residential Refuse, Bulky Waste, and Stable Matter generated at a Residential Unit unless the context otherwise requires.
- 1.19 Residential Refuse - All Garbage and Rubbish generated by a Producer at a Residential Unit.
- 1.20 Residential Unit - A dwelling within the geographical limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level



construction, consisting of four or less contiguous or separate single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

- 1.21 Rubbish - All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, or Stable Matter, but excluding Hazardous Waste.
- 1.22 Stable Matter - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

## **2.0 SCOPE OF WORK**

The work under this Contract shall include all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.

## **3.0 TYPE OF COLLECTION**

### **3.1 Service Provided**

3.1.1 Contractor shall pick up, twice each week for Municipal Solid Waste (MSW), and once each week for Recycle, from each Residential Unit in the City. Residents are allowed to set out up to twelve (12) items for MSW. These items may be any combination of Bags, Bundles, Containers or items of Bulky Waste, provided, however, that in no event shall Contractor be required to collect more than twelve (12) items per visit, per Residential Unit. The weekly schedule for trash and recycle collection services shall be that one-half (1/2) of the Residential Units in the City will be serviced on Mondays and Thursdays, and the other one-half (1/2) of the Residential Units in the City will be serviced on Tuesdays and Fridays.

3.1.2 Except as otherwise provided in Section 3.1.6 below, Contractor shall utilize standard garbage trucks twenty (20), to twenty five (25), cubic yards in size for the traditional "backdoor" collection of Garbage and Recyclables from each Residential Unit.

### **3.1.3 Recycle Materials Included/Excluded in Program –**

Current items being collected are paper (including newspaper, magazines, phone books, catalogs, junk mail, envelopes, file folders, computer paper, construction paper, colored paper, corrugated cardboard boxes (flattened and bundled), cereal and soda/beer boxes, gift boxes, wrapping paper), containers including aluminum

cans, aluminum foil, plastic bottles/jugs/buckets #1 through #7 (excluding Styrofoam) metal food cans, metal pots and pans, scrap metal like nails, screws and gutters and copper. In the event that the market price for any one (1) or all of the commodities designated to be collected drop to the point that such materials can no longer be sold or processed, WCA will remove that item(s) from the list of those items to be recycled and notify the residents of such changes. Glass bottles and jars will be accepted until which time the recycle facility no longer deems this commodity as recyclable or no longer accepts these items. Contractor will provide 30 days' notice for removing glass from the recycle stream.

- 3.1.4 Collection Schedule – Collection of recyclable materials from each Residential Unit that elects to participate in the recycling program will be performed by Contractor once each week on Wednesday.
- 3.1.5 Recycling Containers - Contractor will, at Contractor's expense, provide each participating Residential Unit with one (1) 35-gallon blue recycling cart.
- 3.1.6 Routes of Collection – Collection routes for the Contractor are established by the attached maps (Exhibits C & D) designating the collection routes for the 25 yard trucks and the mini pick-up trucks for both garbage and recycling. The City has agreed to publish route information on its website at its expense. The Contractor may from time to time request from the City written approval from Council for changes in routes. That approval shall not be unreasonably withheld. Upon the City's approval of the proposed changes, the City shall promptly give appropriate published notice to the affected Residential Units.
- In addition to the other requirements of this agreement, Contractor shall in all cases utilize the mini pick-up truck(s) for the traditional "backdoor" collection of Garbage and Recycle for Residential Unit that are located on a street (a) at the end of which a standard garbage truck cannot safely turn around, or (b) on which a garbage truck cannot otherwise be safely operated for any reason.
- 3.1.7 Disposal - Title to all recyclable materials will pass to Contractor when placed in Contractor's collection vehicle. All recyclable materials collected by the Contractor shall be hauled to a processing center. The charge for disposal shall be included in the rate set forth in the Contract for each Residential Unit serviced by the Contractor.

### 3.2 Location of Containers, Bags and Bundles for Collection

Items to be collected by Contractor shall be located at any suitable "backdoor" location with respect to each Residential Unit that is accessible to Contractor's collection crews during normal business hours. Containers will be returned to their point of origin and all gates and doors, where applicable, will be restored to their original condition by Contractor's collection crews (i.e. close gate if they were closed when the employee arrived); provided, however, that Contractor's collection crews shall not be responsible

for the pick up of Containers that are located behind locked gates, and Contractor's collection crews will not enter inside car garages or homes to collect Containers.

### 3.3 Bulky Waste

Bulky Waste shall be collected on the second regularly scheduled collection day of each week as set forth under Section 4.02 below. Bulky Waste must be broken down and/or disassembled when possible.

## 4.0 OPERATION

4.1 Hours of Operation - Collection of Refuse shall not start before 7:00 AM or continue after 6:00 P.M. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.2 Holidays - The following shall be holidays for purposes of this Contract ("Holidays"):

Memorial Day  
Independence Day

Thanksgiving Day  
Labor Day

If the scheduled collection day falls on any of the above holidays normal service will be rendered on that service day.

If the scheduled collection day falls on any of the below holidays normal service will be suspended for that day and resumed the next regularly scheduled service day.

New Year's Day

Christmas Day

4.3 Complaints - All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, Contractor shall arrange for the collection of the Refuse that was missed no later than the business day following the date on which the complaint is received.

4.4 Collection Equipment - The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times, in accordance with industry standard. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

4.5 Office - The Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M. on regular collection days.

- 4.6 **Hauling** - All Refuse hauled by the Contractor shall be so contained, tied or enclosed so that leaking, spilling or blowing are reasonably prevented.
- 4.7 **Disposal** - All Refuse collected for disposal by the Contractor shall be hauled to a Disposal Site. The charge for disposal shall be included in the rate set forth in the Contract for each Residential Unit serviced by the Contractor.
- 4.8 **Notification** - The City shall notify all Producers about complaint procedures, rates, regulations and day(s) for scheduled Refuse collection.
- 4.9 **Point of Contact** - All dealings, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the City Secretary or other representative designated by the City and by the City to the Contractor's representative.

## 5.0 **COMPLIANCE WITH LAWS**

The Contractor shall conduct operations under this Contract in compliance with all applicable laws.

## 6.0 **EFFECTIVE DATE**

This Contract shall be effective as of the date of execution hereof.

## 7.0 **NONDISCRIMINATION**

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

## 8.0 **INDEMNITY**

CONTRACTOR HEREBY ASSUMES ALL LIABILITY FOR, AND AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY RELATED PARTIES HARMLESS FROM ALL CLAIMS, FINES, DAMAGES, LIABILITIES, LOSSES, COSTS, EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COURT COSTS), PENALTIES, ASSESSMENTS, ENVIRONMENTAL RESPONSE COSTS, AND/OR INJUNCTIVE OBLIGATIONS, WHICH MAY BE SUFFERED OR INCURRED AT ANY TIME BY ANY OF THE CITY RELATED PARTIES, ON ACCOUNT OF INJURIES TO OR DEATH OF ANY PERSONS, DAMAGE TO OR DESTRUCTION OF ANY PROPERTY, AND/OR ANY VIOLATION OF ANY APPLICABLE LAW, RULE, REGULATION, OR ORDER OF ANY GOVERNMENTAL ENTITY, CAUSED BY, ARISING OR RESULTING FROM, OR IN ANY WAY RELATED TO THE AWARDING OR ENTERING INTO OF THIS CONTRACT, ANY BREACH OF THIS CONTRACT BY CONTRACTOR, OR ANY ACT OR OMISSION OF ANY OF THE CONTRACTOR RELATED PARTIES IN THE PERFORMANCE OF THIS CONTRACT.

IT IS THE INTENTION OF THE CITY AND CONTRACTOR THAT THE INDEMNITY OBLIGATIONS OF CONTRACTOR ARE WITHOUT REGARD TO WHETHER THE STRICT LIABILITY, FAULT, CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF ANY OF THE CITY RELATED PARTIES IS A FACTOR AND CONTRACTOR'S OBLIGATIONS ARE INTENDED TO PROTECT THE CITY RELATED PARTIES AGAINST THE CONSEQUENCES OF THEIR OWN STRICT LIABILITY, FAULT, CONCURRENT OR CONTRIBUTORY NEGLIGENCE. Only those matters determined to have been the result of the sole negligence of the City, not caused or contributed to by the negligence or fault of any of the Contractor Related Parties or other third parties, shall be excluded from Contractor's obligations to indemnify. The obligations of this Section 8.00 shall survive the cancellation, expiration, or termination of this Contract and shall be binding upon Contractor, its successors and assigns.

9.0 **LICENSES**

The Contractor shall, at Contractor's expense, obtain all licenses and permits (other than the license and permits granted by the Contract) necessary for the performance of Contractor's services.

10.0 **TERM**

The initial term of this Contract shall begin on the September 1, 2017 and end on August 31, 2020 (the "Initial Term"). Thereafter, this Contract will automatically renew and be extended for up to two (2) successive terms of one (1) year each (the "First Renewal Term" and the "Second Renewal Term", respectively, and collectively referred to herein as the "Renewal Terms" ), upon the terms and conditions set forth herein, unless the City provides written notice of non-renewal to Contractor no less than thirty (30) days prior to expiration of the Initial Term or the then existing Renewal Term, as applicable. The Initial Term, together with all properly exercised Renewal Terms, are hereafter collectively referred to as the "Term" of this Contract.

11.0 **INSURANCE**

- (a) Contractor, at Contractor's expense, will procure and maintain the following insurance at all times during the Term of this Contract: (i) Commercial general liability insurance, including contractual liability for duties assumed by Contractor under this Contract, covering claims for personal injury, death and property damage, with limits of no less than \$2,000,000.00 combined single limit each occurrence for bodily injury and property damage, subject to a \$2,000,000.00 general aggregate limit, and providing a deductible not to exceed \$25,000.00 unless otherwise approved by the City in writing; (ii) Business Automobile Liability insurance, including coverage for all owned, non-owned and hired vehicles, with limits of no less than \$1,000,000.00 combined single limit for each accident; (iii) Workers' compensation insurance with limits required by the Workers' Compensation Laws of the State of Texas; (iv) Employer's liability insurance with limits of no less than \$1,000,000.00; (v) Umbrella or Excess Liability insurance with limits of \$3,000,000.00 per occurrence and annual aggregate, except automobile liability, which is not subject to an aggregate, to apply in excess of the

insurance provided for in clauses (i), (ii) and (iv) above; and (vi) Collision, casualty and property damage insurance, providing coverage against collision, fire and such other risks as are from time to time included in standard all-risk insurance policies (including coverage against vandalism and malicious mischief, as applicable), in such amounts as Contractor deems necessary, for all equipment and all items of personal property owned or otherwise used by Contractor in the performance of its obligations under this Contract.

- (b) On or before the date upon which Contractor begins performance of the work provided for under this Contract, Contractor will deliver to the City certificates of the required insurance or such other proof of insurance as the City may require. All such policies of insurance must (i) name the City as an additional insured (other than Workers' Compensation and Employer's Liability Insurance), (ii) provide that the policy will not be cancelled or reduced in coverage unless the City is given 30 days prior written notice, (iii) Insure performance of the indemnities of Contractor contained in this Contract, and (iv) be primary coverage, so that any insurance coverage obtained by the City will be in excess thereto. Contractor will deliver to the City certificates of renewal no less than ten (10) days prior to the expiration date of each such policy and will deliver copies of new policies prior to terminating any such policies. All policies of insurance required to be maintained by Contractor will be subject to the approval of the City as to terms, coverage, deductibles and issuer, which approval will not be unreasonably withheld. All insurance policies required by the terms hereof must be issued by insurance companies that are approved and qualified to do business in the State of Texas.
- (c) Contractor hereby waives and releases the City Related Parties of and from any and all right of recovery, claim, action or cause of action for any loss or damage that may occur to the personal property or equipment of Contractor by reason of fire or the elements, regardless of cause or origin, including negligence of any of the City Related Parties. In the event that Contractor sustains a loss by reason of collision, fire, explosion or other casualty that is covered (or could have been covered) by a collision, fire and extended coverage insurance policy or any other type of insurance policy or rider thereto, and such collision, fire, explosion or other casualty is caused in whole or in part by acts or omissions of any of the City Related Parties, then (i) Contractor agrees to look solely to its insurance proceeds (if any), (ii) Contractor will have no claim or right of recovery against the City or any of the other City Related Parties, and (iii) no third party will have any claim or right of recovery by way of subrogation or assignment or otherwise. To the extent that Contractor fails to take out or maintain adequate insurance covering losses from any and all casualties, such failure will be a defense to any claim asserted by Contractor against the City for reason of any loss sustained by Contractor due to collision, fire, explosion or other casualty notwithstanding that such loss might have been proximately caused solely by the negligence of any of the City Related Parties. Contractor agrees to immediately give the insurance companies that have issued policies of insurance covering all risk of direct physical loss, written notice of the terms of the waivers contained in this Section, and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverage by reason of such waivers.

- (d) If Contractor fails to procure and maintain the insurance required by this Section 11, at the times and for the duration specified in herein, the City shall have the right, but not the obligation, at any time and from time to time, and without notice, to procure such insurance at Contractor's expense, and Contractor will and does hereby agree to reimburse the City upon demand for all reasonable and necessary expenses incurred by the City in performing such obligations, together with interest thereon at the rate of 1% per month. In addition, the City will have the right to offset any amounts paid on behalf of Contractor as provided herein against any amounts thereafter coming due to Contractor under the Contract, without prejudice to any other rights and remedies of the City under the Contract. Contractor's failure to obtain and maintain the required insurance shall constitute a material default under this Contract.

## 12.0 **BASIS AND METHOD OF PAYMENT**

### 12.1 **Rates – Shown as Exhibit A**

The prices to be paid by the City for the collection and disposal of Waste Material from all Residential Units and Municipal Facilities shall be as shown on Exhibit A, as adjusted in accordance with Section 12.1 and 12.2 herein, and shall be computed based upon the actual number of Residential Units to which Contractor provided such services during each month of this Contract.

**Pass Through Tax/Cost Increases.** Contractor may pass through certain cost increases directly to the City to adjust for increases in cost to Contractor due to the disposal facility being used, changes in local, state, or federal rules, ordinances or regulations, and changes in taxes, fees or other governmental charges (other than income or real property taxes).

Except as provided expressly herein, the charges for Contractor's service with respect to this work shall include all transportation costs and disposal fees.

### 12.2 **Modification to Rates**

Except as otherwise provided by this Contract, the rate of compensation shall remain effective for a period of one (1) year from the Effective Date. The rate of compensation shall thereafter be adjusted once each year on the anniversary of the Contract Effective Date, upon thirty (30) days' prior written notice to the Customer and approval by the Customer, which notice shall include evidence of the increase in the CPI for the relevant period, by the percentage as the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. City Average, All Urban Consumers, Water, Sewer and Trash Collection Services, Series # CUUR0000SEHG. Not Seasonally Adjusted, Base Period December 1997 = 100) (the "CPI") shall have increased during the preceding twelve (12) months. The percentage increase of the CPI during the prior twelve (12) month period shall be calculated by determining the percentage difference between (a) the average CPI for the most recent twelve (12) months for which data is available (the "Most Recent Year"),



and (b) the average CPI for the twelve (12) month period immediately prior to the Most Recent Year. In the event that the United States Bureau of Labor Statistics ceases to publish the CPI, the Customer and WCA agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may then be available so as to carry out the intent of this provision.

In addition to the above, the Contractor may petition the City at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; changes in location of disposal sites, an increase in the number of Residential Units such as City growth or annexation; and for other reasons such as an increase in fuel or environmental charges. Such rate adjustments shall be subject to the review and consent of the City.

Contractor may charge an additional fuel surcharge fee (the "Fuel Surcharge") as set forth on Exhibit B attached hereto:

### 12.3 **Service Adjustments**

During the Term of this Contract, the City will have the right, upon no less than ten (10) days' prior written notice, to add Residential Units to or (upon demolition or vacancy of a Residential Unit) to eliminate Residential Units from the Listed Units. Compensation to Contractor will be based on the rate schedule then in effect (as set forth in Section 12.01 (a) above) times the number of Listed Units as of the first (1<sup>st</sup>) day of each calendar month.

### 12.4 **Contractor's Invoices**

Contractor shall invoice City for all the work performed hereunder on a monthly basis, on or before the fifteenth (15<sup>th</sup>) day of the calendar month immediately following the month in which the services were provided. Contractor's invoices shall equal the approved monthly rate multiplied by the number of Listed Units in the City. The City shall pay the amount due within thirty (30) days following the date of receipt of such invoice. Amounts properly due and owing that have not been paid within ten ( 10) days following the due date for payment may, at Contractor's option, bear interest at a fluctuating per annum rate equal to the "Prime Rate" for the U.S. (the base rate on corporate loans at large U.S. money center commercial banks) as reported in the Wall Street Journal.

## 13.0 **FORCE MAJEURE**

The performance of this Contract may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of a party. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; fuel shortages, lack of power or raw materials; judicial or governmental laws, regulations (provided that neither party shall be required to settle a labor dispute against its own best judgment). Collection of debris and waste generated by a force majeure (such as a hurricane or major weather event) is not included under the terms and conditions of this Contract. In the event of such circumstance, V.F. WASTE SERVICES and the Customer may negotiate collection and rates for such debris and waste.

Disaster Recovery Services (At City's Request) – WCA shall provide debris collection and disposal services which may be required due to damage or destruction from flood, tornado, hurricane, windstorm or any other local disaster. Disaster recovery rates are as follows:

- a. \$125.00 per operating hour for the required crew.
- b. \$275.00 per hour for related equipment.
- c. Disposal is the posted gate rate at local landfill.
- d. Third party services billed to the District as charged by Third Party with 15% mark-up.

#### 14.0 **OWNERSHIP**

Title to Refuse and Dead Animals shall pass to the Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Container, or removed by Contractor from the Residential Unit, whichever last occurs.

#### 15.0 **EVENT OF DEFAULT**

- 15.1 An "Event of Default by Contractor" means Contractor's failure to perform a material obligation hereunder which (a) Contractor does not cure within thirty (30) days after receipt of written notice thereof from the City, or (b) Contractor does not commence to cure within such thirty (30) day period and thereafter diligently complete same if such failure to perform is of a nature that it cannot be reasonably cured within thirty (30) day period.
- 15.2 Except as provided in Section 15.3 below, the City may not terminate this Contract prior to its expiration unless due to an Event of Default by Contractor, provided that the City must give written notice of termination to Contractor within thirty (30) days after the occurrence of such Event of Default by Contractor. Such termination shall be effective on the date specified in such notice but shall be no less than ten and no more than thirty (30) days from the date such notice is given. If the City so terminates this Contract, the City, as its exclusive remedy for damages, may recover liquidated damages from Contractor equal to the charges by Contractor for service hereunder for the month immediately preceding the notice of termination.
- 15.3 Notwithstanding anything to the contrary set forth herein, the City will have the right to terminate the Contract at any time (for any reason or for no reason, at the sole discretion of the City) upon no less than ninety (90) days prior written notice to Contractor.

#### 16.0 **ASSIGNMENT**

Contractor shall not assign this Contract, in whole or in part, or subcontract any material portion of the work provided for hereunder, without the prior written consent of the City. Contractor shall not assign any monies due, or to become due to Contractor hereunder, without the prior written consent of the City. No assignment of this Contract will relieve Contractor of its obligations hereunder unless the City expressly agrees in writing to the release of Contractor

from further liability following such assignment. Any assignment or subcontracting of this Contract by Contractor without the prior written consent of the City shall be void and of no force and effect. This Contract shall inure to and be binding upon the respective successors and permitted assigns of the parties hereto.

17.0 **CHANGE IN OWNERSHIP OF CONTRACTOR**

In the event of a change in ownership of Contractor or its affiliated parent corporation or its major shareholders and/or proprietors, the City shall have the right to cancel this Contract with thirty (30) days written notice to Contractor.

18.0 **NOTICES**

Any notice provided or permitted to be given under this Agreement (other than complaints under Section 4.4) must be in writing and may be served by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, and certified with return receipt requested; (b) delivering the same by recognized overnight delivery service; (c) delivering the same in person to such party; (d) by facsimile copy transmission with confirmation of receipt; or (e) by electronic transmission. Notice given in accordance with (a) above will be effective when mailed.

Notice given in accordance with (b), (c), or (d) above will be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties will be as follows:

**City of Piney Point Village  
Attn: City Administrator  
7676 Woodway, Suite 300  
Houston Texas 77063  
Email: [cityadmin@pineypt.org](mailto:cityadmin@pineypt.org)**

**V.F. Waste Services, Inc.  
Attn: Matt Graham, Region II VP  
8621 Pagewood Lane  
Houston, Texas 77063**

Either party hereto may change its address for notice by written notice to the other party given in accordance with the provisions hereof no less than thirty (30) days prior to the effective date of the change.

## EXHIBIT A – PRICING

### OPTION 1 (CURRENT SERVICE)

BACKDOOR COLLECTION OF SOLID WASTE \$31.00 per home, per month  
Twice-weekly backdoor solid waste collection

BACKDOOR COLLECTION OF RECYCLABLES \$7.00 per month  
Every –other-week backdoor recycle collection

BULK WASTE COLLECTION: (Included in rate above)

ANNUAL CLEAN-UP EVENT: \$1,000.00  
Third Party Document Shredding  
Third Party E-Waste/Recycle

### OPTION 2

BACKDOOR COLLECTION OF SOLID WASTE \$31.00 per home, per month  
Twice-weekly backdoor solid waste collection

BACKDOOR COLLECTION OF RECYCLABLES \$10.00 per month  
Once-weekly backdoor recycle collection

BULK WASTE COLLECTION: (Included in rate above)

ANNUAL CLEAN-UP EVENT: \$1,000.00  
Third Party Document Shredding  
Third Party E-Waste/Recycle

\*Contract is subject to fuel (Exhibit B) and applicable taxes

**EXHIBIT B – FUEL SURCHARGE TABLE**

<b>V.F. Waste Services, Inc. Fuel Surcharge Table</b>			
When the DOE Fuel Price Per Gallon Reported on the First Monday of the Month is:			Your Surcharge will Be:
Min	<	Max	
0 <	<	\$ 0.99	None
\$ 1.00 <	<	\$ 1.49	None
\$ 1.50 <	<	\$ 1.99	1%
\$ 2.00 <	<	\$ 2.49	2%
\$ 2.50 <	<	\$ 2.99	
\$ 3.00 <	<	\$ 3.49	
\$ 3.50 <	<	\$ 3.99	
\$ 4.00 <	<	\$ 4.49	3%
\$ 4.50 <	<	\$ 4.99	4%
\$ 5.00 <	<	\$ 5.49	5%
\$ 5.50 <	<	\$ 5.99	6%
\$ 6.00 <	<	\$ 6.49	7%
\$ 6.50 <	<	\$ 6.99	8%
\$ 7.00 <	<	\$ 7.49	9%
\$ 7.50 <	<	\$ 7.99	10%
\$ 8.00 <	<	\$ 8.49	11%
\$ 8.50 <	<	\$ 8.99	12%
\$ 9.00 <	<	\$ 9.49	13%
\$ 9.50 <	<	\$ 9.99	14%
\$ 10.00 <	<	\$ 10.49	15%

Note: The fuel surcharge fee references the U.S. Department of Energy diesel price U.S. average index for the Gulf Coast Region, which is based on data from the U.S. Energy Information. You can obtain more information by going to <http://tonto.eia.doe.gov>

TO: The Honorable Mayor and Members of the City Council

FROM: Councilman Kollenberg

MEETING DATE: July 27, 2020

SUBJECT: Municipal Court

Agenda Item: 10

This agenda item calls for the City Council to discuss Municipal Court activities.

TO: The Honorable Mayor and Members of the City Council

FROM: Councilman Herminghaus

MEETING DATE: July 27, 2020

SUBJECT: Moth Infestations

Agenda Item: 11

This agenda item calls for the City Council to discuss potential treatment for moth infestation.



TO: The Honorable Mayor and Members of the City Council

FROM: Councilman Herminghaus

MEETING DATE: July 27, 2020

SUBJECT: Intersection of Piney Point and Memorial Drive

Agenda Item: 12

This agenda item calls for the City Council to discuss the pedestrian street lights at Memorial and Piney Point Drive.

TO: The Honorable Mayor and Members of the City Council

FROM: Roger Nelson, City Administrator



MEETING DATE: July 27, 2020

SUBJECT: Landscape Maintenance Agreement with Westco Grounds Maintenance

Agenda Item: 13

This agenda item calls for the City Council to discuss renewing the City's Landscape maintenance contract with Westco Grounds Maintenance. Westco has been providing this service to Piney Point since 2017. The proposed basic contract for 2020 is the same amount as the 2019 contract.



June 01, 2020  
Piney Point Village

Contract No. - 17870  
Landscape Maintenance

## Landscape Maintenance Agreement

This Landscape Maintenance Agreement ("Agreement") is entered on **June 1, 2020** by and between Westco Grounds Maintenance CO., Inc., a Texas corporation, ("WESTCO") and **City of Piney Point Village** ("Owner" or "Property Manager"). The Owner/Property Manager desires to engage WESTCO to perform certain landscaping services and WESTCO desires to perform those landscaping services for the Owner/Property Manager in accordance with the terms and conditions herein contained.

### Base Contract Services

#### FULL SERVICE MAINTENANCE VISIT

- Maintain landscaped areas once each week through the growing season and every other week during the non-growing season for a total of 42 visits annually.
- Mow turf areas with commercial maintenance equipment
- Mechanically line trim along all soft edges (Weed Eat)
- Mechanically edge along hard edges
- Blow all debris from hardsurfaces that are a result of landscape maintenance services
- Spot treat for fire ants
- All bed areas shall be kept free of weeds
- Prune shrubs and groundcovers as necessary to maintain a neat and maintained appearance
- All seams in the concrete surfaces will be treated with an herbicide
- Cut back Crape Myrtles up to 8' height in the winter (January – March)
- Prune deciduous trees up to 8' height when dormant to promote symmetrical shape
- Remove suckers along the trunk of tree
- Remove all tree limbs within 8' from the ground that may cause a safety hazard.
- Litter will be removed and taken off site from all landscape areas
- Insect and disease inspections

#### MULCH APPLICATION

- 1" of fine shredded hardwood will be applied to beds 2 times per year.

### Optional Annual Services

#### MAINTENANCE LABOR

- Winter Visits - Leaf Removal (5 times over the winter months)

## Contract Terms & Conditions

#### **Contract Term**

This Agreement shall remain in effect for a period of one (1) year from the date written above and shall automatically renew for a similar period unless one party notifies the other party in writing of its intention not to renew the Agreement no less than thirty (30) days prior to the end of that one year period.

#### **Billing & Payment Terms**

Services included in the base contract will be invoiced on the 1st of each month according to the "Base Contract Billing Schedule", and shall be payable within thirty (30) days from the invoice date. Approved annual services will be invoiced as services are rendered and shall be payable within thirty

(30) days from the invoice date. Acceptable forms of payment are as follows: personal/business checks, money orders, and cashier's checks. Credit card payments are accepted over the phone; a 3.5% service charge will be added to the payment at the time of processing.

**Termination**

During the term of the Agreement, the contract may be canceled with a thirty (30) day written notice to the other party; the contract will remain in effect until the last day of the month following the thirty (30) day notice period. If the contract is canceled during the contract term a pro-rated invoice will be sent for the balance of services performed vs. total amount invoiced.

**Notices**

Each party hereby represents and warrants that it has obtained the necessary consents and authority to enter into this Agreement. All notices to be given pursuant to this Agreement shall be sent via U.S. Postal Service Certified Mail to the parties at their addresses given below. The parties shall timely notify each other in the event of a change of address.

**Dispute resolution**

In the event of any disputes relating to this Agreement, the parties shall first try to resolve such dispute in good faith. In the event that such dispute cannot be resolved, the parties hereby agree that the courts in Harris County, Texas shall have jurisdiction for any disputes relating to this Agreement.

**Additional Work**

Additional work performed on the property above this contract will be submitted for approval by the Property Manager/Owner. All additional work will be invoiced as services are rendered and shall be payable within thirty (30) days from the invoice date.

**Interest Charges**

Any amounts not paid when due shall be subject to a late fee of one and one half percent (1½%) per month on the unpaid balance, or the highest amount permitted by applicable law, whichever is less.

**Property Damage**

Westco takes every possible precaution to prevent debris from maintenance equipment causing property damage. If the owner/property manager feels that there is damage caused by maintenance operations, it must be reported in a timely manner. The incident will be investigated by a supervisor to determine the cause of the damage. If the investigation determines that the damage was caused by Westco's equipment, and the employee(s) were not in compliance with our equipment policy, Westco will pay for 100% of the damage. If the investigation determines that the damage was caused by our equipment, but the incident was unavoidable or the cause of the damage is unclear, we will gladly pay for the damages up to \$250.00.

**Insurance**

Westco shall, upon request, provide to the Property Manager/Owner, or their designated representative, evidence of the following insurance coverage: Workman's Compensation, General Liability and Property Damage Liability. WESTCO shall have no liability for any damages not specifically covered by its insurance carrier.

**Mandated Governmental Surcharges**

Westco reserves the right to pass on governmental surcharges (i.e. Affordable Healthcare Act) to Owner/Property Manager. Surcharges will be added to the invoice as a percentage of the total invoice. If a surcharge is expected to be added the Owner/Property Manager will be given a minimum of 30 days' notice.

**Fuel Adjustment**

The monthly sum of this contract is calculated when the retail cost of regular fuel (regular gas + diesel fuel/2) is not above \$3.50 per gallon. As reported by Energy Information Administration ([www.eia.doe.gov](http://www.eia.doe.gov)) the official energy statistics from the U.S. Government. If the average retail cost of fuel increases above \$3.50 per gallon, there will be a fuel adjustment of 1.5% added to the monthly invoice. Invoice value will be rounded up to the nearest thousand to calculate the fuel surcharge.

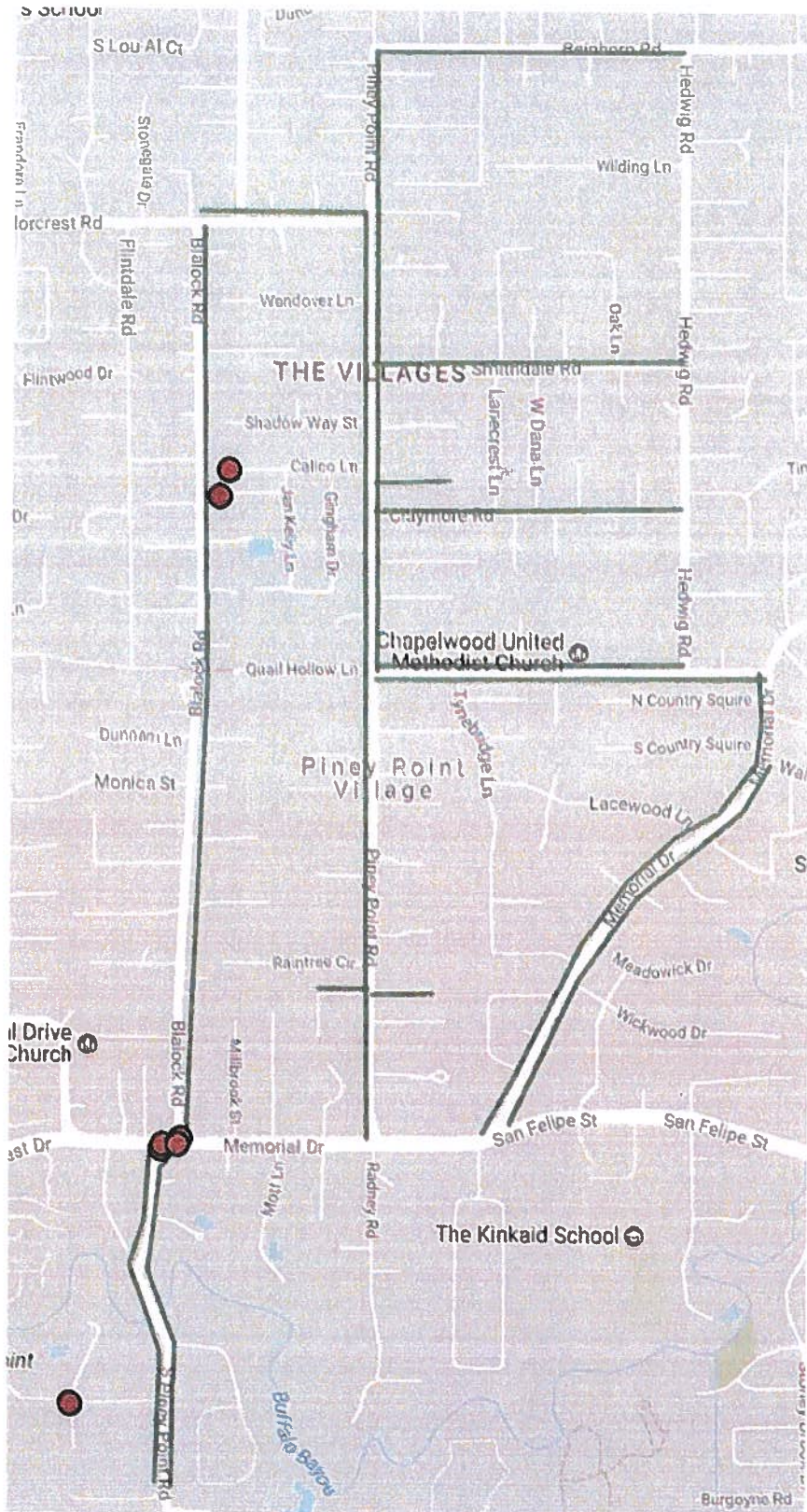
**Site & Billing Address**

**Site Address:**  
Piney Point Village  
Piney Point Drive  
Houston, TX 77063

**Billing Address:**  
Piney Point Village  
7676 Woodway Drive, Suite 300  
Houston, Texas 77063

**Site Description**

All of the above listed services will be provided to landscaped and/or irrigated areas associated with Piney Point Village (Piney Point Drive, Houston, TX 77063).





**Base Contract Billing Schedule**

**NOTE: Optional services are not included.**

MONTHLY BILLING SCHEDULE	SERVICE COST	TOTAL COST
JUNE 2020	\$7,573.00	\$7,573.00
JULY 2020	\$7,573.00	\$7,573.00
AUGUST 2020	\$7,573.00	\$7,573.00
SEPTEMBER 2020	\$7,573.00	\$7,573.00
OCTOBER 2020	\$7,573.00	\$7,573.00
NOVEMBER 2020	\$7,573.00	\$7,573.00
DECEMBER 2020	\$7,573.00	\$7,573.00
JANUARY 2021	\$7,573.00	\$7,573.00
FEBRUARY 2021	\$7,573.00	\$7,573.00
MARCH 2021	\$7,573.00	\$7,573.00
APRIL 2021	\$7,573.00	\$7,573.00
MAY 2021	\$7,573.00	\$7,573.00
<b>TOTAL:</b>	<b>\$90,876.00</b>	<b>\$90,876.00</b>

**Optional Annual Services Cost Summary**

Annual service will be invoiced as service is rendered.

Decline	OPTIONAL SERVICES	OCCURS	PRIX UNITAIRE	PRIX EXT	TOTAL COST
<input type="checkbox"/>	MAINTENANCE LABOR	5	\$2,000.00	\$10,000.00	\$10,000.00
<b>TOTAL:</b>				<b>\$10,000.00</b>	<b>\$10,000.00</b>

**Westco Grounds Maintenance Co., Inc.**


**Property Manager/Owner**

*Brad Palermo*

Name Brad Palermo  
 Title Business Development Manager  
 Date June 01, 2020

By \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

TO: The Honorable Mayor and Members of the City Council

FROM: Roger Nelson, City Administrator 

MEETING DATE: July 27, 2020

SUBJECT: Trail Easement

Agenda Item: 14

This agenda item calls for the City Council to discuss Trail Easement.



**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

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STATE OF TEXAS           §  
  §                    KNOWN ALL MEN BY THESE PRESENTS:  
COUNTY OF HARRIS     §

**TRAIL EASEMENT**

**EFFECTIVE DATE:** \_\_\_\_\_, 2020

**GRANTOR:** \_\_\_\_\_

**GRANTOR'S ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GRANTEE:**                   CITY OF PINEY POINT VILLAGE, TEXAS

**GRANTEE'S ADDRESS:** 7676 Woodway, Suite 300  
Houston, Texas 77063  
Attn: City Administrator

**TRAIL EASEMENT**           An easement \_\_\_\_ feet in width out of the \_\_\_\_\_ Survey, Harris County, Texas; further described by metes and bounds description attached hereto as Exhibit "A" and incorporated herein for all purposes, with proposed improvements shown by site plan attached hereto as Exhibit "B" and incorporated herein for all purposes.

**SERVIENT ESTATE**        A \_\_\_\_\_ square foot tract of land (\_\_\_\_ acres) out of the \_\_\_\_\_ Survey, Harris County, Texas; further described by \_\_\_\_\_ described by metes and bounds description attached hereto as Exhibit "C" and incorporated herein for all purposes.

**CONSIDERATION AND CONVEYANCE:** Grantor, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are acknowledged, has this day GRANTED and conveyed, and by these presents does GRANT and CONVEY, unto the Grantee, its successors and assigns, a Trail Easement in, upon and across that Servient Estate described herein, for installation, construction, inspection, monitoring, operation, maintenance, repair, replacement, or upgrade of a public concrete hike and bike trail and associated appurtenances on the Trail Easement, at Grantee's sole cost.

All work to be performed by Grantee or its agents, employees, representatives, contractors and subcontractors or any other persons acting under its control or at its direction or request on the Trail Easement shall be done at the sole risk, cost and expense of Grantee, and be conducted in a safe and workmanlike manner and in accordance with the generally accepted standards and practices of the construction industry;

The Grantee herein, its successors and assigns, shall have, and it is hereby granted, the right to ingress and egress over that portion of the Servient Estate as is reasonably necessary to, and for the limited purpose of, access to the Trail Easement herein granted. Grantor reserves the right to use and enjoy the Trail Easement insofar as the exercise thereof does not interfere with the rights granted herein.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this Trail Easement to the Grantee for the purposes as described herein. If such conditions exist, a signature with acknowledgement shall be included and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the Trail Easement granted herein.

TO HAVE AND TO HOLD the possession of the Trail Easement for the purpose and subject to the limitations described in this easement, without warranties or representations, other than warranties of title, express or implied, together with the right and privilege at all times to enter the Trail Easement for the applicable purposes stated herein.

This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon Grantee and Grantor, and their respective personal representatives, successors, and assigns.

**GRANTOR:**

By: \_\_\_\_\_

**GRANTEE:**

**CITY OF PINEY POINT, VILLAGE**

By: \_\_\_\_\_  
Mark Kobelan, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Karen Farris, City Secretary

After Recording, Please Return To:

CITY OF PINEY POINT VILLAGE, TEXAS  
7676 Woodway, Suite 300  
Houston, Texas 77063  
Attn: City Administrator

**ACKNOWLEDGEMENTS**

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF HARRIS**               §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, for and on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
(typed or printed name)

Notary commission expires: \_\_\_\_\_

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF HARRIS**               §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2020, by Mark Kobelan, Mayor, City of Piney Point Village, Texas, for and on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
(typed or printed name)

Notary commission expires: \_\_\_\_\_

**EXHIBIT "A"**

**Metes and Bounds Description of Trail Easement**

**EXHIBIT "B"**

**Site Plan of Trail Easement**

**EXHIBIT "C"**

**Metes and Bounds Description of Servient Estate**



## 10 -GENERAL FUND

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
<b>ASSETS</b>					
10-1100	Claim on Cash	2,697,527.43	332,093.57	288,154.69	2,985,682.12
10-1101	Cash- GF Texpool	1,797,554.53	54,113.25	( 1,642,706.47)	154,848.06
10-1105	Cash with Amegy	0.00	0.00	0.00	0.00
10-1108	Cash with Agent	1,005,648.00	0.00	0.00	1,005,648.00
10-1120	Cash-Texas Class	3,725,625.39	( 997,185.34)	1,129,001.65	4,854,627.04
10-1200	Accounts Receivable	0.00	0.00	0.00	0.00
10-1201	Sales Tax Receivable	21,374.37	0.00	0.00	21,374.37
10-1202	FEMA Reimbursement Receivable	0.00	0.00	0.00	0.00
10-1203	Property Tax receivable-PY	162,995.18	0.00	0.00	162,995.18
10-1204	Property Tax Receivable-CY	3,205,830.36	0.00	0.00	3,205,830.36
10-1205	Other Receivables	26,827.96	0.00	0.00	26,827.96
10-1209	A/R Willet	2,813.36	0.00	0.00	2,813.36
10-1301	Accrued Interest	0.00	0.00	0.00	0.00
10-1400	Prepaid Expenses	0.00	0.00	0.00	0.00
10-1507	Due from Debt Service Fund	0.00	0.00	0.00	0.00
10-1508	Due from Capital Projects Fund	0.00	0.00	0.00	0.00
10-1509	Due from Non-Major Fund	0.00	0.00	0.00	0.00
10-1510	Due from Metro Fund	0.00	0.00	0.00	0.00
10-1550	Due from Other Governments	0.00	0.00	0.00	0.00
10-1802	Street and Drainage System	0.00	0.00	0.00	0.00
	<b>TOTAL ASSETS</b>	<b>12,646,196.58</b>	<b>( 610,978.52)</b>	<b>( 225,550.13)</b>	<b>12,420,646.45</b>
		=====	=====	=====	=====
<b>LIABILITIES</b>					
10-2001	Accounts Payable	412,242.41	( 6,896.48)	143,970.34	556,212.75
10-2002	Other Accrued Liabilities	0.00	0.00	0.00	0.00
10-2005	Misc Payables	0.00	0.00	0.00	0.00
10-2051	Payroll Tax Payable	0.00	0.00	0.00	0.00
10-2052	Employee Insurance Payable	( 3,847.90)	( 1,824.19)	( 3,027.92)	( 6,875.82)
10-2062	TMRS Payable	15.28	( 1,271.89)	( 1,394.99)	( 1,379.71)
10-2101	Property Tax Overpayments	0.00	0.00	0.00	0.00
10-2102	MC-Child Safety Fees Due	( 28.50)	0.00	0.00	( 28.50)
10-2103	MC-Bonds Due	0.00	0.00	0.00	0.00
10-2104	Due To - MC Technology	0.36	0.00	0.00	0.36
10-2105	Due To-MC Security	0.00	0.00	0.00	0.00
10-2106	Due To-State Comptroller	0.00	1,856.72	25,552.04	25,552.04
10-2107	Due To OMNI Base	3,441.81	84.81	282.81	3,724.62
10-2108	RESTITUTION	( 270.00)	0.00	0.00	( 270.00)
10-2110	Bond Payable - FAST	4,386.05	250.00	2,887.00	7,273.05
10-2111	Other Accrued Liabilities	0.00	0.00	0.00	0.00
10-2130	Deferred Revenue-Property Tax	162,995.18	0.00	( 1,736,104.87)	( 1,573,109.69)
10-2131	Other Deferred Revenue	0.00	0.00	0.00	0.00
10-2302	Due to State-CJ Fee	315.34	0.36	12.52	327.86
10-2303	Due To-Debt Service Fund	0.00	0.00	0.00	0.00
10-2402	Permit Deposits	0.00	0.00	0.00	0.00
10-2403	Drainage Deposit Payable	0.00	0.00	0.00	0.00
10-2404	Gas Meter Deposit	155,485.00	( 29,000.00)	0.00	155,485.00
10-2405	P&Z Deposit	0.00	0.00	0.00	0.00

CITY OF PINEY POINT VILLAGE  
 YEAR TO DATE BALANCE SHEET (UNAUDITED)  
 AS OF: JUNE 30TH, 2020

10 -GENERAL FUND

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
10-2500	Accrued Wages	14,499.15	0.00	0.00	14,499.15
10-2501	Gordon Estate Bond	0.00	0.00	0.00	0.00
10-2601	Construction Retainage Payable	0.00	0.00	0.00	0.00
10-2701	Deferred Taxes	0.00	0.00	0.00	0.00
10-2702	Deferred Revenue-Alarm Fees	22,500.00	0.00	0.00	22,500.00
10-2703	Deferred Franchise Taxes	0.00	0.00	0.00	0.00
10-2704	Unearned Revenue-CY Prop Taxes	5,598,421.05	0.00	0.00	5,598,421.05
10-2801	General LT Debt-N/P	0.00	0.00	0.00	0.00
10-2802	GO Bonds Payable	0.00	0.00	0.00	0.00
	TOTAL LIABILITIES	6,370,155.23	( 36,800.67)	( 1,567,823.07)	4,802,332.16
<b>FUND EQUITY</b>					
10-3000	Fund Balance	726,631.20	0.00	0.00	726,631.20
10-3003	Fund Balance	5,549,410.15	0.00	0.00	5,549,410.15
10-3900	Earnings	0.00	0.00	0.00	0.00
	TOTAL BEGINNING EQUITY	6,276,041.35	0.00	0.00	6,276,041.35
	TOTAL REVENUES	0.00	135,353.95	6,088,537.00	6,088,537.00
	TOTAL EXPENSES	0.00	709,531.80	4,746,264.06	4,746,264.06
	INCREASE/(DECREASE) IN FUND BAL.	0.00	( 574,177.85)	1,342,272.94	1,342,272.94
	TOTAL LIABILITIES, EQUITY & FUND BAL.	12,646,196.58	( 610,978.52)	( 225,550.13)	12,420,646.45
		=====	=====	=====	=====

CITY OF PINEY POINT VILLAGE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JUNE 30TH, 2020

10 -GENERAL FUND  
FINANCIAL SUMMARY

50.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
TAXES	5,839,546.00	72,963.61	5,611,338.08	96.09	228,207.92
PERMITS & INSPECTIONS	368,000.00	31,645.15	189,578.35	51.52	178,421.65
COURT	150,000.00	3,897.44	41,797.36	27.86	108,202.64
INVESTMENT INCOME	150,000.00	2,845.89	29,627.15	19.75	120,372.85
AGENCIES & ALARMS	30,000.00	1,300.00	28,148.44	93.83	1,851.56
FRANCHISE REVENUE	397,000.00	22,701.86	188,047.62	47.37	208,952.38
DONATIONS & IN LIEU	170,500.00	0.00	0.00	0.00	170,500.00
<b>TOTAL REVENUES</b>	<b>7,105,046.00</b>	<b>135,353.95</b>	<b>6,088,537.00</b>	<b>85.69</b>	<b>1,016,509.00</b>
<u>EXPENDITURE SUMMARY</u>					
<u>PUBLIC SERVICE</u>					
COMMUNITY	10,000.00	6,000.00	6,000.00	60.00	4,000.00
POLICE	1,949,987.00	77,907.00	1,052,906.00	54.00	897,081.00
MISCELLANEOUS	0.00	0.00	1,800.00	0.00	( 1,800.00)
SANITATION COLLECTION	570,000.00	48,704.44	292,819.64	51.37	277,180.36
LIBRARY	1,500.00	0.00	0.00	0.00	1,500.00
STREET LIGHTING	12,000.00	1,634.91	5,593.39	46.61	6,406.61
FIRE	1,520,349.00	140,445.73	912,897.24	60.05	607,451.76
<b>TOTAL PUBLIC SERVICE</b>	<b>4,063,836.00</b>	<b>274,692.08</b>	<b>2,272,016.27</b>	<b>55.91</b>	<b>1,791,819.73</b>
<u>CONTRACT SERVICES</u>					
CONTRACT SERVICES	438,000.00	34,335.83	210,972.44	48.17	227,027.56
<b>TOTAL CONTRACT SERVICES</b>	<b>438,000.00</b>	<b>34,335.83</b>	<b>210,972.44</b>	<b>48.17</b>	<b>227,027.56</b>
<u>BUILDING</u>					
CONTRACT SERVICES	0.00	0.00	0.00	0.00	0.00
BUILDING SERVICES	125,500.00	23,553.23	120,698.64	96.17	4,801.36
ADMIN EXPENSE	1,800.00	0.00	390.53	21.70	1,409.47
OFFICE EXPENSE	0.00	103.58	143.57	0.00	( 143.57)
WAGES & BENEFITS	0.00	0.00	0.00	0.00	0.00
INSURANCE	0.00	536.51	3,172.92	0.00	( 3,172.92)
<b>TOTAL BUILDING</b>	<b>127,300.00</b>	<b>24,193.32</b>	<b>124,405.66</b>	<b>97.73</b>	<b>2,894.34</b>
<u>GENERAL GOVERNMENT</u>					
CONTRACT SERVICES	0.00	0.00	15.98	0.00	( 15.98)
ADMIN EXPENSE	38,900.00	1,435.50	11,074.94	28.47	27,825.06
OFFICE EXPENSE	155,000.00	18,433.20	79,973.48	51.60	75,026.52
WAGES & BENEFITS	601,474.00	43,473.36	294,465.35	48.96	307,008.65
INSURANCE	87,508.00	2,147.58	12,130.40	13.86	75,377.60
<b>TOTAL GENERAL GOVERNMENT</b>	<b>882,882.00</b>	<b>65,489.64</b>	<b>397,660.15</b>	<b>45.04</b>	<b>485,221.85</b>

CITY OF PINEY POINT VILLAGE  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: JUNE 30TH, 2020

10 -GENERAL FUND  
 FINANCIAL SUMMARY

50.00% 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	107.17	0.00 (	107.17)
ADMIN EXPENSE	0.00	343.00	759.81	0.00 (	759.81)
OFFICE EXPENSE	0.00	69.26	424.19	0.00 (	424.19)
WAGES & BENEFITS	0.00	0.00	0.00	0.00	0.00
INSURANCE	0.00	806.09	6,130.51	0.00 (	6,130.51)
COURT OPERATIONS	28,550.00	1,385.97	23,097.78	80.90	5,452.22
TOTAL MUNICIPAL COURT	28,550.00	2,604.32	30,519.46	106.90 (	1,969.46)
<u>PUBLIC WORKS MAINTENANCE</u>					
CONTRACT SERVICES	0.00	0.00	0.00	0.00	0.00
ADMIN EXPENSE	0.00	1,529.28	9,269.61	0.00 (	9,269.61)
OFFICE EXPENSE	0.00	0.00	528.79	0.00 (	528.79)
WAGES & BENEFITS	0.00	0.00	0.00	0.00	0.00
INSURANCE	0.00	880.14	5,258.82	0.00 (	5,258.82)
PUBLIC WORKS OPERATIONS	352,500.00	9,389.80	128,867.69	36.56	223,632.31
TOTAL PUBLIC WORKS MAINTENANCE	352,500.00	11,799.22	143,924.91	40.83	208,575.09
<u>GOF CAPITAL OUTLAYS</u>					
OTHER EXPENSES	3,213,722.00	296,417.39	1,566,765.17	48.75	1,646,956.83
TOTAL GOF CAPITAL OUTLAYS	<u>3,213,722.00</u>	<u>296,417.39</u>	<u>1,566,765.17</u>	<u>48.75</u>	<u>1,646,956.83</u>
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
=====					
REVENUES OVER/(UNDER) EXPENDITURES	( 2,001,744.00)	( 574,177.85)	1,342,272.94		( 3,344,016.94)

## 10 -GENERAL FUND

50.00% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>FAXES</u>					
10-4101 Property Tax Revenue	5,639,546.00	54,086.56	5,479,907.75	97.17	159,638.25
10-4150 Sales Tax	200,000.00	18,877.05	131,430.33	65.72	68,569.67
TOTAL TAXES	5,839,546.00	72,963.61	5,611,338.08	96.09	228,207.92
<u>PERMITS &amp; INSPECTIONS</u>					
10-4203 Plat Reviews	3,500.00	500.00	4,000.00	114.29	( 500.00)
10-4204 Code Enforcement Citations	1,000.00	0.00	0.00	0.00	1,000.00
10-4205 Contractor Registration	12,000.00	840.00	5,940.00	49.50	6,060.00
10-4206 Drainage Reviews	50,000.00	7,950.00	23,150.00	46.30	26,850.00
10-4207 Permits	300,000.00	22,355.15	156,238.35	52.08	143,761.65
10-4208 Board of Adjustment Fees	1,500.00	0.00	250.00	16.67	1,250.00
TOTAL PERMITS & INSPECTIONS	368,000.00	31,645.15	189,578.35	51.52	178,421.65
<u>COURT</u>					
10-4300 Court Fines	150,000.00	3,897.44	41,797.36	27.86	108,202.64
TOTAL COURT	150,000.00	3,897.44	41,797.36	27.86	108,202.64
<u>INVESTMENT INCOME</u>					
10-4400 Interest Income	150,000.00	2,845.89	29,627.15	19.75	120,372.85
TOTAL INVESTMENT INCOME	150,000.00	2,845.89	29,627.15	19.75	120,372.85
<u>AGENCIES &amp; ALARMS</u>					
10-4501 Agencies	0.00	0.00	398.44	0.00	( 398.44)
10-4507 Sec-False Alarm	0.00	0.00	0.00	0.00	0.00
10-4508 SEC-Registration	30,000.00	1,300.00	27,750.00	92.50	2,250.00
10-4520 FEMA - State Reimbursement	0.00	0.00	0.00	0.00	0.00
TOTAL AGENCIES & ALARMS	30,000.00	1,300.00	28,148.44	93.83	1,851.56
<u>FRANCHISE REVENUE</u>					
10-4602 Cable	75,000.00	0.00	38,735.27	51.65	36,264.73
10-4605 Power/Electric	272,000.00	22,698.11	138,589.91	50.95	133,410.09
10-4606 Franchise Fees-Gas	15,000.00	0.00	0.00	0.00	15,000.00
10-4607 Telephone	35,000.00	0.00	10,470.32	29.92	24,529.68
10-4608 Wireless Communication	0.00	3.75	252.12	0.00	( 252.12)
TOTAL FRANCHISE REVENUE	397,000.00	22,701.86	188,047.62	47.37	208,952.38
<u>DONATIONS &amp; 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	0.00	0.00	0.00	0.00	0.00
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	170,500.00	0.00	0.00	0.00	170,500.00

CITY OF PINEY POINT VILLAGE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JUNE 30TH, 2020

10 -GENERAL FUND

50.00% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL REVENUES	7,105,046.00	135,353.95	6,088,537.00	85.69	1,016,509.00

10 -GENERAL FUND

50.00% 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	6,000.00	6,000.00	60.00	4,000.00
TOTAL COMMUNITY	10,000.00	6,000.00	6,000.00	60.00	4,000.00
<u>POLICE</u>					
10-510-5010 MEMORIAL VILLAGE POLICE DEPT	1,949,987.00	74,074.00	1,026,071.00	52.62	923,916.00
10-510-5011 MVPD - AUTO REPLACEMENT	0.00	3,833.00	26,835.00	0.00	( 26,835.00)
TOTAL POLICE	1,949,987.00	77,907.00	1,052,906.00	54.00	897,081.00
<u>MISCELLANEOUS</u>					
10-510-5020 Miscellaneous	0.00	0.00	1,800.00	0.00	( 1,800.00)
TOTAL MISCELLANEOUS	0.00	0.00	1,800.00	0.00	( 1,800.00)
<u>SANITATION COLLECTION</u>					
10-510-5030 SANITATION COLLECTION	570,000.00	47,749.45	287,089.70	50.37	282,910.30
10-510-5031 SANITATION FUEL CHARGE	0.00	954.99	5,729.94	0.00	( 5,729.94)
TOTAL SANITATION COLLECTION	570,000.00	48,704.44	292,819.64	51.37	277,180.36
<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	1,634.91	5,593.39	46.61	6,406.61
TOTAL STREET LIGHTING	12,000.00	1,634.91	5,593.39	46.61	6,406.61
<u>FIRE</u>					
10-510-5060 Villages Fire Department	1,520,349.00	140,445.73	912,897.24	60.05	607,451.76
10-510-5070 Contribution to Fire Dept	0.00	0.00	0.00	0.00	0.00
TOTAL FIRE	1,520,349.00	140,445.73	912,897.24	60.05	607,451.76
TOTAL PUBLIC SERVICE	4,063,836.00	274,692.08	2,272,016.27	55.91	1,791,819.73
<u>CONTRACT SERVICES</u>					
=====					
<u>CONTRACT SERVICES</u>					
10-520-5102 Accounting/Audit	32,000.00	0.00	20,037.00	62.62	11,963.00
10-520-5103 Engineering	150,000.00	21,796.71	96,537.97	64.36	53,462.03
10-520-5104 Legal	90,000.00	6,280.00	24,620.00	27.36	65,380.00
10-520-5105 Tax Appraisal-HCAD	60,000.00	0.00	32,779.00	54.63	27,221.00
10-520-5107 Animal Control	44,000.00	104.98	1,359.53	3.09	42,640.47
10-520-5108 IT Hardware/Software & Support	40,000.00	3,179.14	27,308.94	68.27	12,691.06
10-520-5110 Mosquito Control	22,000.00	2,975.00	8,330.00	37.86	13,670.00
TOTAL CONTRACT SERVICES	438,000.00	34,335.83	210,972.44	48.17	227,027.56

10 -GENERAL FUND

50.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL CONTRACT SERVICES	438,000.00	34,335.83	210,972.44	48.17	227,027.56
<b>BUILDING</b>					
=====					
<b>CONTRACT SERVICES</b>					
10-530-5108 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
<b>BUILDING SERVICES</b>					
10-530-5152 Drainage Reviews	45,000.00	9,253.23	46,073.64	102.39 (	1,073.64)
10-530-5153 Electrical Inspections	12,000.00	1,170.00	6,480.00	54.00	5,520.00
10-530-5154 Plat Reviews	500.00	0.00	0.00	0.00	500.00
10-530-5155 Plan Reviews	25,000.00	4,000.00	24,000.00	96.00	1,000.00
10-530-5156 Plumbing Inspections	18,000.00	1,485.00	6,165.00	34.25	11,835.00
10-530-5157 Structural Inspections	20,000.00	2,835.00	14,265.00	71.33	5,735.00
10-530-5158 Urban Forester	0.00	3,640.00	19,800.00	0.00 (	19,800.00)
10-530-5160 Mechanical Inspections	5,000.00	1,170.00	3,915.00	78.30	1,085.00
TOTAL BUILDING SERVICES	125,500.00	23,553.23	120,698.64	96.17	4,801.36
<b>ADMIN EXPENSE</b>					
10-530-5204 Dues & Subscriptions	0.00	0.00	0.00	0.00	0.00
10-530-5206 Legal Notices	0.00	0.00	0.00	0.00	0.00
10-530-5207 Misc Supplies	1,800.00	0.00	390.53	21.70	1,409.47
10-530-5209 Office Equipment & Maintenance	0.00	0.00	0.00	0.00	0.00
TOTAL ADMIN EXPENSE	1,800.00	0.00	390.53	21.70	1,409.47
<b>OFFICE EXPENSE</b>					
10-530-5210 Postage	0.00	0.00	0.00	0.00	0.00
10-530-5211 Meeting Supplies	0.00	0.00	0.00	0.00	0.00
10-530-5213 Office Supplies	0.00	103.58	143.57	0.00 (	143.57)
10-530-5214 Telecommunications	0.00	0.00	0.00	0.00	0.00
10-530-5215 Travel & Training	0.00	0.00	0.00	0.00	0.00
TOTAL OFFICE EXPENSE	0.00	103.58	143.57	0.00 (	143.57)
<b>WAGES &amp; BENEFITS</b>					
10-530-5301 Gross Wages	0.00	0.00	0.00	0.00	0.00
10-530-5311 Payroll Processing	0.00	0.00	0.00	0.00	0.00
10-530-5313 Fringe Benefits	0.00	0.00	0.00	0.00	0.00
TOTAL WAGES & BENEFITS	0.00	0.00	0.00	0.00	0.00
<b>INSURANCE</b>					
10-530-5353 Employee Insurance	0.00	536.51	3,172.92	0.00 (	3,172.92)
TOTAL INSURANCE	0.00	536.51	3,172.92	0.00 (	3,172.92)
TOTAL BUILDING	127,300.00	24,193.32	124,405.66	97.73	2,894.34



10 -GENERAL FUND

50.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>GENERAL GOVERNMENT</b>					
<b>CONTRACT SERVICES</b>					
10-540-5108 Information Technology	0.00	0.00	15.98	0.00 (	15.98)
TOTAL CONTRACT SERVICES	0.00	0.00	15.98	0.00 (	15.98)
<b>ADMIN EXPENSE</b>					
10-540-5201 Administrative	0.00	0.00	0.00	0.00	0.00
10-540-5202 Auto Allowance/Mileage	13,000.00	0.00	4,250.00	32.69	8,750.00
10-540-5203 Bank Fees	1,900.00	246.50	1,281.01	67.42	618.99
10-540-5204 Dues & Subscriptions	4,000.00	750.00	1,025.00	25.63	2,975.00
10-540-5205 Elections	5,000.00	0.00	0.00	0.00	5,000.00
10-540-5206 Legal Notices	3,000.00	0.00	0.00	0.00	3,000.00
10-540-5207 Miscellaneous	0.00	256.00	1,492.98	0.00 (	1,492.98)
10-540-5208 Citizen Communication	2,000.00	0.00	0.00	0.00	2,000.00
10-540-5209 Office Equipment & Maintenance	10,000.00	183.00	3,025.95	30.26	6,974.05
TOTAL ADMIN EXPENSE	38,900.00	1,435.50	11,074.94	28.47	27,825.06
<b>OFFICE EXPENSE</b>					
10-540-5210 Postage	2,000.00	25.00	572.64	28.63	1,427.36
10-540-5211 Meeting Supplies	5,000.00	1,644.81	4,104.23	82.08	895.77
10-540-5212 Rent/Leasehold/Furniture	125,000.00	12,675.76	63,720.81	50.98	61,279.19
10-540-5213 Office Supplies	10,000.00	662.93	2,596.49	25.96	7,403.51
10-540-5214 Telecommunications	13,000.00	2,820.26	7,974.87	61.35	5,025.13
10-540-5215 Travel & Training	0.00	0.00	400.00	0.00 (	400.00)
10-540-5216 Statutory Legal Notices	0.00	604.44	604.44	0.00 (	604.44)
TOTAL OFFICE EXPENSE	155,000.00	18,433.20	79,973.48	51.60	75,026.52
<b>WAGES &amp; BENEFITS</b>					
10-540-5301 Gross Wages	515,000.00	39,826.27	241,367.62	46.87	273,632.38
10-540-5302 Overtime/Severance	0.00	0.00	6,491.02	0.00 (	6,491.02)
10-540-5303 Temporary/Part-time Personnel	5,000.00	0.00	6,607.44	132.15 (	1,607.44)
10-540-5304 Salary Adjustment (Bonus)	3,000.00	0.00	0.00	0.00	3,000.00
10-540-5306 Payroll Tax Expense	30,000.00	0.00	15,935.63	53.12	14,064.37
10-540-5310 TMRS (retirement)	45,000.00	3,461.85	22,665.93	50.37	22,334.07
10-540-5311 Payroll Processing	1,474.00	185.24	1,397.71	94.82	76.29
10-540-5312 TWC-Unemployment	2,000.00	0.00	0.00	0.00	2,000.00
10-540-5313 Fringe Benefits	0.00	0.00	0.00	0.00	0.00
TOTAL WAGES & BENEFITS	601,474.00	43,473.36	294,465.35	48.96	307,008.65
<b>INSURANCE</b>					
10-540-5353 Employee Insurance	83,508.00	2,147.58	12,696.40	15.20	70,811.60
10-540-5354 General Liability	2,000.00	0.00	0.00	0.00	2,000.00
10-540-5355 Bonds for City Staff	0.00	0.00	0.00	0.00	0.00
10-540-5356 Workman's Compensation	2,000.00	0.00 (	566.00)	28.30-	2,566.00
10-540-5357 Drainage Study	0.00	0.00	0.00	0.00	0.00
TOTAL INSURANCE	87,508.00	2,147.58	12,130.40	13.86	75,377.60
<b>TOTAL GENERAL GOVERNMENT</b>	<b>882,882.00</b>	<b>65,489.64</b>	<b>397,660.15</b>	<b>45.04</b>	<b>485,221.85</b>

10 -GENERAL FUND

50.00% 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	107.17	0.00 (	107.17)
TOTAL CONTRACT SERVICES	0.00	0.00	107.17	0.00 (	107.17)
<u>ADMIN EXPENSE</u>					
10-550-5204 Dues & Subscriptions	0.00	75.00	75.00	0.00 (	75.00)
10-550-5207 Misc Supplies	0.00	268.00	684.81	0.00 (	684.81)
10-550-5209 Office Equipment & Maintenance	0.00	0.00	0.00	0.00	0.00
TOTAL ADMIN EXPENSE	0.00	343.00	759.81	0.00 (	759.81)
<u>OFFICE EXPENSE</u>					
10-550-5210 Postage	0.00	0.00	0.00	0.00	0.00
10-550-5211 Meeting Supplies	0.00	0.00	0.00	0.00	0.00
10-550-5213 Office Supplies	0.00	69.26	369.19	0.00 (	369.19)
10-550-5214 Telecommunications	0.00	0.00	0.00	0.00	0.00
10-550-5215 Travel & Training	0.00	0.00	55.00	0.00 (	55.00)
TOTAL OFFICE EXPENSE	0.00	69.26	424.19	0.00 (	424.19)
<u>WAGES &amp; BENEFITS</u>					
10-550-5301 Gross Wages	0.00	0.00	0.00	0.00	0.00
10-550-5311 Payroll Processing	0.00	0.00	0.00	0.00	0.00
10-550-5313 Fringe Benefits	0.00	0.00	0.00	0.00	0.00
TOTAL WAGES & BENEFITS	0.00	0.00	0.00	0.00	0.00
<u>INSURANCE</u>					
10-550-5353 Employee Insurance	0.00	806.09	6,130.51	0.00 (	6,130.51)
TOTAL INSURANCE	0.00	806.09	6,130.51	0.00 (	6,130.51)
<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	417.72	2,318.46	46.37	2,681.54
10-550-5404 Judge/Prosecutor/Interpreter	22,000.00	0.00	6,525.00	29.66	15,475.00
10-550-5405 Jury Pay	0.00	0.00	0.00	0.00	0.00
10-550-5406 State Comptroller/OMNI/Linebar	0.00	1,067.92	15,596.98	0.00 (	15,596.98)
10-550-5407 SETCIC	200.00	0.00	0.00	0.00	200.00
10-550-5408 Supplies/Miscellaneous	750.00	0.00	0.00	0.00	750.00
10-550-5409 Collection Agency	0.00	0.00	0.00	0.00	0.00
10-550-5410 OmniBase Services of Texas	600.00	0.00	132.00	22.00	468.00
10-550-5412	0.00	0.00	0.00	0.00	0.00
10-550-5413 Building Security Fund	0.00 (	34.88) (	516.13)	0.00	516.13
10-550-5414 Truancy Prevention	0.00 (	35.60) (	526.67)	0.00	526.67
10-550-5415 Local Municipal Tech Fund	0.00 (	28.48) (	421.33)	0.00	421.33
10-550-5416 Local Municipal Jury Fund	0.00 (	0.71) (	10.53)	0.00	10.53
10-550-5417 Time Payment Reimbursement Fee	0.00	0.00	0.00	0.00	0.00
TOTAL COURT OPERATIONS	28,550.00	1,385.97	23,097.78	80.90	5,452.22
TOTAL MUNICIPAL COURT	28,550.00	2,604.32	30,519.46	106.90 (	1,969.46)

10 -GENERAL FUND

50.00% 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	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>					
10-560-5207 Misc Supplies	0.00	1,529.28	9,269.61	0.00 (	9,269.61)
10-560-5209 Office Equipment & Maintenance	0.00	0.00	0.00	0.00	0.00
TOTAL ADMIN EXPENSE	0.00	1,529.28	9,269.61	0.00 (	9,269.61)
<u>OFFICE EXPENSE</u>					
10-560-5213 Office Supplies	0.00	0.00	28.79	0.00 (	28.79)
10-560-5214 Telecommunications	0.00	0.00	0.00	0.00	0.00
10-560-5215 Travel & Training	0.00	0.00	500.00	0.00 (	500.00)
TOTAL OFFICE EXPENSE	0.00	0.00	528.79	0.00 (	528.79)
<u>WAGES &amp; BENEFITS</u>					
10-560-5301 Gross Wages	0.00	0.00	0.00	0.00	0.00
10-560-5311 Payroll Processing	0.00	0.00	0.00	0.00	0.00
10-560-5313 Fringe Benefits	0.00	0.00	0.00	0.00	0.00
TOTAL WAGES & BENEFITS	0.00	0.00	0.00	0.00	0.00
<u>INSURANCE</u>					
10-560-5353 Employee Insurance	0.00	880.14	5,258.82	0.00 (	5,258.82)
TOTAL INSURANCE	0.00	880.14	5,258.82	0.00 (	5,258.82)
<u>PUBLIC WORKS OPERATIONS</u>					
10-560-5500 Public Works Maintenance	40,000.00	0.00	2,500.00	6.25	37,500.00
10-560-5501 TCEQ & Harris CO Permits	2,000.00	0.00	1,656.25	82.81	343.75
10-560-5504 Landscaping Maintenance	15,000.00	1,447.42	8,669.88	57.80	6,330.12
10-560-5505 Gator Fuel	2,000.00	57.11	307.69	15.38	1,692.31
10-560-5506 Right of Way Mowing	80,000.00	0.00	37,865.00	47.33	42,135.00
10-560-5507 Road & Sign Repair	50,000.00	5,286.85	9,129.78	18.26	40,870.22
10-560-5508 ROW Water/Planting	1,000.00	145.51	632.09	63.21	367.91
10-560-5509 Tree Care/Removal	12,500.00	0.00	5,890.00	47.12	6,610.00
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	2,452.91	62,217.00	82.96	12,783.00
10-560-5516 Gator Maintenance	0.00	0.00	0.00	0.00	0.00
TOTAL PUBLIC WORKS OPERATIONS	352,500.00	9,389.80	128,867.69	36.56	223,632.31
TOTAL PUBLIC WORKS MAINTENANCE	352,500.00	11,799.22	143,924.91	40.83	208,575.09

10 -GENERAL FUND

50.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>GOF 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	80.00	0.00 (	80.00)
10-570-5606 Road/Drainage Projects	0.00	24,520.00	72,460.16	0.00 (	72,460.16)
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	0.00	0.00	0.00	0.00	0.00
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	801,749.00	153,784.18	748,178.94	93.32	53,570.06
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	330,000.00	88,737.59	359,076.12	108.81 (	29,076.12)
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	876,650.00	0.00	0.00	0.00	876,650.00
10-570-5806 Drainage and Sidewalks	0.00	15,851.62	328,978.95	0.00 (	328,978.95)
10-570-5808 Wilding Lane	1,205,323.00	13,524.00	57,991.00	4.81	1,147,332.00
TOTAL OTHER EXPENSES	3,213,722.00	296,417.39	1,566,765.17	48.75	1,646,956.83
<hr/>					
TOTAL GOF CAPITAL OUTLAYS	3,213,722.00	296,417.39	1,566,765.17	48.75	1,646,956.83
<hr/>					
TOTAL EXPENDITURES	9,106,790.00	709,531.80	4,746,264.06	52.12	4,360,525.94
=====					
REVENUES OVER/(UNDER) EXPENDITURES	( 2,001,744.00)	( 574,177.85)	1,342,272.94		( 3,344,016.94)

CITY OF PINEY POINT VILLAGE  
 YEAR TO DATE BALANCE SHEET (UNAUDITED)  
 AS OF: JUNE 30TH, 2020

20 -DEBT SERVICE

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
<b>ASSETS</b>					
20-1100	Claim on Cash	( 447,971.67)	0.00	( 1,055,917.86)	( 1,503,889.53)
20-1105	Cash - Amegy Bank	0.00	0.00	0.00	0.00
20-1108	Cash with Agent	267,769.99	0.00	0.00	267,769.99
20-1109	Texpool-DS	862,809.10	14,415.66	( 748,104.58)	114,704.52
20-1110	Texas Class-DS	122,500.81	952.94	1,848,974.02	1,971,474.83
20-1200	Property Tax Receivable-PY	35,505.82	0.00	0.00	35,505.82
20-1201	Property Tax Receivable-CY	856,604.64	0.00	0.00	856,604.64
20-1300	Due to/From General Fund	0.00	0.00	0.00	0.00
20-1301	Accrued Interest Receivable	0.00	0.00	0.00	0.00
	<b>TOTAL ASSETS</b>	<b>1,697,218.69</b>	<b>15,368.60</b>	<b>44,951.58</b>	<b>1,742,170.27</b>
<b>LIABILITIES</b>					
20-2001	Accounts Payable	1,500.00	80,650.00	( 1,340,325.00)	( 1,338,825.00)
20-2002	Other Accrued Liabilities	0.00	0.00	0.00	0.00
20-2130	Deferred Revenue-Property Tax	35,505.82	0.00	0.00	35,505.82
20-2200	Deferred Property Tax Rec	0.00	0.00	0.00	0.00
20-2300	Other Accrued Liabilities	0.00	0.00	0.00	0.00
20-2701	Unearned Revenue-Property Tax	1,487,128.77	0.00	0.00	1,487,128.77
	<b>TOTAL LIABILITIES</b>	<b>1,524,134.59</b>	<b>80,650.00</b>	<b>( 1,340,325.00)</b>	<b>183,809.59</b>
<b>FUND EQUITY</b>					
20-3000	Fund Balance	173,084.10	0.00	0.00	173,084.10
	<b>TOTAL BEGINNING EQUITY</b>	<b>173,084.10</b>	<b>0.00</b>	<b>0.00</b>	<b>173,084.10</b>
	<b>TOTAL REVENUES</b>	<b>0.00</b>	<b>15,368.60</b>	<b>1,465,926.58</b>	<b>1,465,926.58</b>
	<b>TOTAL EXPENSES</b>	<b>0.00</b>	<b>80,650.00</b>	<b>80,650.00</b>	<b>80,650.00</b>
	<b>INCREASE/(DECREASE) IN FUND BAL.</b>	<b>0.00</b>	<b>( 65,281.40)</b>	<b>1,385,276.58</b>	<b>1,385,276.58</b>
	<b>TOTAL LIABILITIES, EQUITY &amp; FUND BAL.</b>	<b>1,697,218.69</b>	<b>15,368.60</b>	<b>44,951.58</b>	<b>1,742,170.27</b>

CITY OF PINEY POINT VILLAGE  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: JUNE 30TH, 2020

20 -DEBT SERVICE  
 FINANCIAL SUMMARY

50.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
TAXES	1,501,625.00	14,395.51	1,457,193.63	97.04	44,431.37
INVESTMENT INCOME	<u>10,000.00</u>	<u>973.09</u>	<u>8,732.95</u>	<u>87.33</u>	<u>1,267.05</u>
TOTAL REVENUES	<u>1,511,625.00</u>	<u>15,368.60</u>	<u>1,465,926.58</u>	<u>96.98</u>	<u>45,698.42</u>
<u>EXPENDITURE SUMMARY</u>					
<u>NON-DEPARTMENTAL</u>					
ADMIN EXPENSE	2,250.00	750.00	750.00	33.33	1,500.00
OTHER EXPENSES	1,499,375.00	79,900.00	79,900.00	5.33	1,419,475.00
TRANSFERS	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	<u>1,501,625.00</u>	<u>80,650.00</u>	<u>80,650.00</u>	<u>5.37</u>	<u>1,420,975.00</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	10,000.00	( 65,281.40)	1,385,276.58	( 1,375,276.58)	

CITY OF PINEY POINT VILLAGE  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: JUNE 30TH, 2020

20 -DEBT SERVICE

50.00% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>TAXES</u>					
20-4101 Property Tax Revenue	1,501,625.00	14,395.51	1,457,193.63	97.04	44,431.37
TOTAL TAXES	<u>1,501,625.00</u>	<u>14,395.51</u>	<u>1,457,193.63</u>	<u>97.04</u>	<u>44,431.37</u>
<u>INVESTMENT INCOME</u>					
20-4400 Bank Interest	10,000.00	973.09	8,732.95	87.33	1,267.05
20-4410 Bond Premium	0.00	0.00	0.00	0.00	0.00
TOTAL INVESTMENT INCOME	<u>10,000.00</u>	<u>973.09</u>	<u>8,732.95</u>	<u>87.33</u>	<u>1,267.05</u>
TOTAL REVENUES	<u>1,511,625.00</u>	<u>15,368.60</u>	<u>1,465,926.58</u>	<u>96.98</u>	<u>45,698.42</u>

CITY OF PINEY POINT VILLAGE  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: JUNE 30TH, 2020

20 -DEBT SERVICE

50.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>NON-DEPARTMENTAL</b>					
=====					
<b>ADMIN EXPENSE</b>					
20-500-5204 Paying Agent Fees	2,250.00	750.00	750.00	33.33	1,500.00
TOTAL ADMIN EXPENSE	2,250.00	750.00	750.00	33.33	1,500.00
<b>OTHER EXPENSES</b>					
20-500-5820 Interest Expense-Bonds	179,375.00	79,900.00	79,900.00	44.54	99,475.00
20-500-5821 Bond Principal Payments	1,320,000.00	0.00	0.00	0.00	1,320,000.00
20-500-5822 Amortization of Bonds	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	1,499,375.00	79,900.00	79,900.00	5.33	1,419,475.00
<b>TRANSFERS</b>					
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
<b>TOTAL NON-DEPARTMENTAL</b>	<b>1,501,625.00</b>	<b>80,650.00</b>	<b>80,650.00</b>	<b>5.37</b>	<b>1,420,975.00</b>
<b>TOTAL EXPENDITURES</b>	<b>1,501,625.00</b>	<b>80,650.00</b>	<b>80,650.00</b>	<b>5.37</b>	<b>1,420,975.00</b>
<b>REVENUES OVER/ (UNDER) EXPENDITURES</b>	<b>10,000.00</b>	<b>( 65,281.40)</b>	<b>1,385,276.58</b>	<b>( 1,375,276.58)</b>	



## 30 -SPECIAL REVENUE FUND

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
<u>ASSETS</u>					
30-1100	Claim on Cash	64,179.36	( 54.05)	5.04	64,184.40
30-1102	Donation	0.02	0.00	0.00	0.02
30-1103	MC Security	0.36	0.00	0.00	0.36
30-1104	MC Technology	0.05	0.00	0.00	0.05
30-1106	Child Safety	24,145.08	246.18	1,655.54	25,800.62
30-1200	Due To/From General Fund	0.00	0.00	0.00	0.00
30-1301	Accrued Interest Receivable	0.00	0.00	0.00	0.00
	TOTAL ASSETS	88,324.87	192.13	1,660.58	89,985.45
=====					
<u>LIABILITIES</u>					
30-2001	Accounts Payable	0.00	( 164.85)	0.00	0.00
30-2100	Grants Payable	0.00	0.00	0.00	0.00
30-2200	Due To General Fund	0.00	0.00	0.00	0.00
	TOTAL LIABILITIES	0.00	( 164.85)	0.00	0.00
<u>FUND EQUITY</u>					
30-3000	Fund Balance	17,709.38	0.00	0.00	17,709.38
30-3001	Fund Balance-Child Safety	55,694.92	0.00	0.00	55,694.92
30-3002	Fund Balance-MC Security	11,838.88	0.00	0.00	11,838.88
30-3003	Fund Balance-MC Technology	3,081.69	0.00	0.00	3,081.69
30-3010	Unrestricted Retained Earnings	0.00	0.00	0.00	0.00
30-3300	Fund Balance-MC Security	0.00	0.00	0.00	0.00
30-3400	Fund Balance- MC Technology	0.00	0.00	0.00	0.00
30-3904	Earnings-MC Technology	0.00	0.00	0.00	0.00
	TOTAL BEGINNING EQUITY	88,324.87	0.00	0.00	88,324.87
	TOTAL REVENUES	0.00	356.98	3,300.25	3,300.25
	TOTAL EXPENSES	0.00	0.00	1,639.67	1,639.67
	INCREASE/(DECREASE) IN FUND BAL.	0.00	356.98	1,660.58	1,660.58
	TOTAL LIABILITIES, EQUITY & FUND BAL.	88,324.87	192.13	1,660.58	89,985.45
=====					

CITY OF PINEY POINT VILLAGE  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: JUNE 30TH, 2020

30 -SPECIAL REVENUE FUND  
 FINANCIAL SUMMARY

50.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
COURT	0.00	356.87	3,297.22	0.00 (	3,297.22)
INVESTMENT INCOME	0.00	0.11	3.03	0.00 (	3.03)
DONATIONS & IN LIEU	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0.00	356.98	3,300.25	0.00 (	3,300.25)
<u>EXPENDITURE SUMMARY</u>					
<u>NON-DEPARTMENTAL</u>					
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00
<u>QUALIFIED EXPENSES</u>					
COURT	0.00	0.00	1,639.67	0.00 (	1,639.67)
TOTAL QUALIFIED EXPENSES	0.00	0.00	1,639.67	0.00 (	1,639.67)
<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	0.00	356.98	1,660.58	(	1,660.58)

CITY OF PINEY POINT VILLAGE  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: JUNE 30TH, 2020

30 -SPECIAL REVENUE FUND

50.00% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>COURT</u>					
30-4305 MC Security Revenue	0.00	47.49	683.44	0.00 (	683.44)
30-4310 MC Technology Revenue	0.00	63.31	911.27	0.00 (	911.27)
30-4315 Child Safety Revenues	0.00	246.07	1,702.51	0.00 (	1,702.51)
TOTAL COURT	0.00	356.87	3,297.22	0.00 (	3,297.22)
<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	0.00	0.11	3.03	0.00 (	3.03)
30-4420 Donations-Interest	0.00	0.00	0.00	0.00	0.00
TOTAL INVESTMENT INCOME	0.00	0.11	3.03	0.00 (	3.03)
<u>DONATIONS &amp; 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
<hr/>					
TOTAL REVENUES	0.00	356.98	3,300.25	0.00 (	3,300.25)
	=====	=====	=====	=====	=====

30 -SPECIAL REVENUE FUND

50.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>NON-DEPARTMENTAL</b> =====					
<b>MISCELLANEOUS</b>					
30-500-5029 Gen Govt Qualified Expenses	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00
<b>QUALIFIED EXPENSES</b> =====					
<b>COURT</b>					
30-510-5121 Child Safety	0.00	0.00	0.00	0.00	0.00
30-510-5122 MC Security	0.00	0.00	329.70	0.00 (	329.70)
30-510-5123 MC Technology	0.00	0.00	1,309.97	0.00 (	1,309.97)
30-510-5129 Donation	0.00	0.00	0.00	0.00	0.00
TOTAL COURT	0.00	0.00	1,639.67	0.00 (	1,639.67)
TOTAL QUALIFIED EXPENSES	0.00	0.00	1,639.67	0.00 (	1,639.67)
<b>ADMINISTRATION</b> =====					
<b>ADMIN EXPENSE</b>					
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
<b>OTHER EXPENSES</b>					
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
<b>TRANSFERS</b>					
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	0.00	0.00	1,639.67	0.00 (	1,639.67)
REVENUES OVER/(UNDER) EXPENDITURES	0.00	356.98	1,660.58	(	1,660.58)

CITY OF PINEY POINT VILLAGE  
 YEAR TO DATE BALANCE SHEET (UNAUDITED)  
 AS OF: JUNE 30TH, 2020

40 -CAPITAL PROJECTS FUND

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
<b>ASSETS</b>					
40-1100	Claim on Cash	323,417.46	0.00	( 292,827.00)	30,590.46
40-1101	Texpool	0.00	0.00	0.00	0.00
40-1105	Cash - Amegy Checking	0.00	0.00	0.00	0.00
40-1120	Texas Class	7,573.74	3.69	47.45	7,621.19
40-1200	Accounts Receivable	0.00	0.00	0.00	0.00
40-1220	A/R - General Fund	0.00	0.00	0.00	0.00
40-1250	Due To Metro	0.00	0.00	0.00	0.00
40-1300	Accrued Interest Receivable	0.00	0.00	0.00	0.00
	<b>TOTAL ASSETS</b>	<b>330,991.20</b>	<b>3.69</b>	<b>( 292,779.55)</b>	<b>38,211.65</b>
		=====	=====	=====	=====
<b>LIABILITIES</b>					
40-2001	Accounts Payable	0.00	1,156.25	1,156.25	1,156.25
40-2002	Other Accrued Liabilities	0.00	0.00	0.00	0.00
40-2200	Deferred Revenue	286,000.00	0.00	0.00	286,000.00
40-2300	Construction Retainage Payable	120,074.15	0.00	0.00	120,074.15
40-2400	Accrued Liabilities	0.00	0.00	0.00	0.00
	<b>TOTAL LIABILITIES</b>	<b>406,074.15</b>	<b>1,156.25</b>	<b>1,156.25</b>	<b>407,230.40</b>
<b>FUND EQUITY</b>					
40-3000	Fund Balance	( 75,082.95)	0.00	0.00	( 75,082.95)
	<b>TOTAL BEGINNING EQUITY</b>	<b>( 75,082.95)</b>	<b>0.00</b>	<b>0.00</b>	<b>( 75,082.95)</b>
	<b>TOTAL REVENUES</b>	<b>0.00</b>	<b>3.69</b>	<b>47.45</b>	<b>47.45</b>
	<b>TOTAL EXPENSES</b>	<b>0.00</b>	<b>1,156.25</b>	<b>293,983.25</b>	<b>293,983.25</b>
	<b>INCREASE/(DECREASE) IN FUND BAL.</b>	<b>0.00</b>	<b>( 1,152.56)</b>	<b>( 293,935.80)</b>	<b>( 293,935.80)</b>
	<b>TOTAL LIABILITIES, EQUITY &amp; FUND BAL.</b>	<b>330,991.20</b>	<b>3.69</b>	<b>( 292,779.55)</b>	<b>38,211.65</b>
		=====	=====	=====	=====

CITY OF PINEY POINT VILLAGE  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: JUNE 30TH, 2020

40 -CAPITAL PROJECTS FUND  
 FINANCIAL SUMMARY

50.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
INVESTMENT INCOME	0.00	3.69	47.45	0.00 (	47.45)
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	<u>0.00</u>	<u>3.69</u>	<u>47.45</u>	<u>0.00 (</u>	<u>47.45)</u>
<u>EXPENDITURE SUMMARY</u>					
<u>NON-DEPARTMENTAL</u>					
ADMIN EXPENSE	0.00	0.00	0.00	0.00	0.00
OTHER EXPENSES	0.00	1,156.25	293,983.25	0.00 (	293,983.25)
TRANSFERS	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	<u>0.00</u>	<u>1,156.25</u>	<u>293,983.25</u>	<u>0.00 (</u>	<u>293,983.25)</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	0.00 (	1,152.56) (	293,935.80)		293,935.80

CITY OF PINEY POINT VILLAGE  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: JUNE 30TH, 2020

40 -CAPITAL PROJECTS FUND

50.00% 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	3.69	47.45	0.00 (	47.45)
TOTAL INVESTMENT INCOME	0.00	3.69	47.45	0.00 (	47.45)
<u>DONATIONS &amp; 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
<hr/>					
TOTAL REVENUES	0.00	3.69	47.45	0.00 (	47.45)
	=====	=====	=====	=====	=====

CITY OF PINEY POINT VILLAGE  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: JUNE 30TH, 2020

40 -CAPITAL PROJECTS FUND

50.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>NON-DEPARTMENTAL</b>					
=====					
<b>ADMIN EXPENSE</b>					
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
<b>OTHER EXPENSES</b>					
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	288,972.00	0.00 (	288,972.00)
40-500-5675 Lanecrest Drainage Improvement	0.00	0.00	0.00	0.00	0.00
40-500-5702 Miscellaneous Expense	0.00	1,156.25	5,011.25	0.00 (	5,011.25)
TOTAL OTHER EXPENSES	0.00	1,156.25	293,983.25	0.00 (	293,983.25)
<b>TRANSFERS</b>					
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
<b>TOTAL NON-DEPARTMENTAL</b>					
	0.00	1,156.25	293,983.25	0.00 (	293,983.25)
<b>TOTAL EXPENDITURES</b>					
	0.00	1,156.25	293,983.25	0.00 (	293,983.25)
=====					
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	0.00 (	1,152.56) (	293,935.80)		293,935.80



99 -POOLED CASH FUND

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
<b>ASSETS</b>					
99-1101	Cash	2,707,560.51	18,272.24	( 374,071.41)	2,333,489.10
99-1510	DUE FROM GENERAL FUND	0.00	0.00	0.00	0.00
99-1520	DUE FROM DEBT SERVICE	0.00	0.00	0.00	0.00
99-1530	DUE FROM SPECIAL REVENUE	0.00	0.00	0.00	0.00
99-1540	DUE FROM CAPITAL PROJECTS	0.00	0.00	0.00	0.00
99-1550	DUE FROM METRO FUND	0.00	0.00	0.00	0.00
99-1599	Due From Other Funds	1,833,217.41	74,744.92	( 1,195,198.41)	638,019.00
TOTAL ASSETS		4,540,777.92	93,017.16	( 1,569,269.82)	2,971,508.10
=====					
<b>LIABILITIES</b>					
99-2000	Accounts Payable	1,834,953.41	( 239,022.36)	( 1,508,684.69)	326,268.72
99-2190	Due to Other Funds	2,705,824.51	332,039.52	( 60,585.13)	2,645,239.38
TOTAL LIABILITIES		4,540,777.92	93,017.16	( 1,569,269.82)	2,971,508.10
<b>FUND EQUITY</b>					
99-3000	Fund Balance	0.00	0.00	0.00	0.00
TOTAL BEGINNING EQUITY		0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	0.00	0.00	0.00
TOTAL EXPENSES		0.00	0.00	0.00	0.00
INCREASE/(DECREASE) IN FUND BAL. (WILL CLOSE TO FUND BAL.)		0.00	0.00	0.00	0.00
TOTAL LIABILITIES, EQUITY & FUND BAL.		4,540,777.92	93,017.16	( 1,569,269.82)	2,971,508.10
=====					

**City of Piney Point Village  
Monthly Tax Office Report  
June 30, 2020**

Prepared by: Christine A. Porter, Tax Assessor/Collector

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A. Current Taxable Value \$ 2,777,607,262

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B. Summary Status of Tax Levy and Current Receivable Balance:

	Current 2019 Tax Year	Delinquent 2018 & Prior Tax Years	Total
Original Levy 0.25514	\$ 6,763,264.55	\$ -	\$ 6,763,264.55
Carryover Balance	-	198,501.01	198,501.01
Adjustments	<u>323,522.57</u>	<u>(3,689.68)</u>	<u>319,832.89</u>
Adjusted Levy	7,086,787.12	194,811.33	7,281,598.45
Less Collections Y-T-D	<u>6,936,284.05</u>	<u>(4,797.53)</u>	<u>6,931,486.52</u>
Receivable Balance	<u>\$ 150,503.07</u>	<u>\$ 199,608.86</u>	<u>\$ 350,111.93</u>

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C. COLLECTION RECAP:

Current Month:	Current 2019 Tax Year	Delinquent 2018 & Prior Tax Years	Total
Base Tax	\$ 25,718.40	\$ (288.81)	\$ 25,429.59
Penalty & Interest	2,368.49	-	2,368.49
Attorney Fees	-	-	-
Other Fees	-	-	-
Total Collections	<u>\$ 28,086.89</u>	<u>\$ (288.81)</u>	<u>\$ 27,798.08</u>

Year-To-Date:	Current 2019 Tax Year	Delinquent 2018 & Prior Tax Years	Total
Base Tax:	\$ 6,936,284.05	\$ (4,797.53)	\$ 6,931,486.52
Penalty & Interest	29,582.90	(194.85)	29,388.05
Attorney Fees	-	(422.70)	(422.70)
Other Fees	694.12	-	694.12
Total Collections	<u>\$ 6,966,561.07</u>	<u>\$ (5,415.08)</u>	<u>\$ 6,961,145.99</u>

Percent of Adjusted Levy	<u>98.30%</u>	<u>98.23%</u>
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**MONTHLY TAX OFFICE REPORT**  
**Tax A/R Summary by Year**  
**June 30, 2020**

YEAR	BEGINNING BALANCE AS OF 12/31/2019	ADJUSTMENTS	COLLECTIONS	RECEIVABLE BALANCE AS OF 06/30/2020
2018	\$ 33,957.93	\$ (3,459.27)	\$ (4,578.10)	\$ 35,076.76
17	19,505.52	(688.48)	(219.43)	19,036.47
16	17,325.16	499.53	-	17,824.69
15	17,894.67	-	-	17,894.67
14	18,424.08	-	-	18,424.08
13	14,151.07	-	-	14,151.07
12	11,751.79	-	-	11,751.79
11	9,318.42	-	-	9,318.42
10	9,145.21	-	-	9,145.21
09	9,143.30	(1.38)	-	9,141.92
08	8,767.71	-	-	8,767.71
07	8,462.68	-	-	8,462.68
06	8,152.59	-	-	8,152.59
05	2,687.68	-	-	2,687.68
04	2,510.18	-	-	2,510.18
03	2,490.91	-	-	2,490.91
02	2,476.24	-	-	2,476.24
01	2,251.11	-	-	2,251.11
00	44.68	-	-	44.68
1999	40.08	(40.08)	-	-
	<u>\$ 198,501.01</u>	<u>\$ (3,689.68)</u>	<u>\$ (4,797.53)</u>	<u>\$ 199,608.86</u>

**Summary of Quotes**  
**Chuckanut Ditch Regrading/ Culvert Replacement**  
**City of Piney Point Village**  
**HDR Job No. 20-004**

<b>Contractor</b>	<b>Total Quote</b>
T-Con	\$31,180.00
DonMar Grading	\$31,950.00
On Par Civil Services	\$32,567.00
EC Paving	\$47,140.00
RAC	\$50,460.00
	Represents the lowest Quote



**T Construction LLC**  
*The Rehab Experts*

832.582.8420 Office  
 832.582.8421 Fax  
 info@tconstructionllc.com  
 12601 McNair St. Houston TX 77015  
 www.TCONSTRUCTIONLLC.com

**Chuckanut Lane Drainage Improvements**  
 City of Piney Point Village  
 HDR Job No. 20-004

**Chuckanut Lane**

Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Remove existing storm sewer 24" RCP storm sewer, all depths, cement stabilized sand bedding and backfill:	L.F.	115	\$ 26.00	\$ 2,990.00
2	Remove, dispose, and replace 6" concrete driveway:	L.F.	68	\$ 145.00	\$ 9,860.00
3	Remove and replace 4" concrete walkway:	S.Y.	58	\$ 108.00	\$ 6,264.00
4	Tie-in proposed 24-inch RCP into existing Type E Inlet:	S.Y.	13	\$ 82.00	\$ 1,066.00
5	Regrade existing ditch including hydromulch	EA.	1	\$ 2,000.00	\$ 2,000.00
6		L.F.	600	\$ 15.00	\$ 9,000.00
<b>Total Construction Cost:</b>					<b>31,180.00</b>

**\$ 31,180.00**

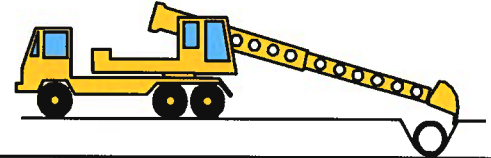
# DonMar Grading, Inc.

P.O. Box 176  
Porter, TX 77365

832-794-2906 donmargrading@gmail.com

# Job Proposal

Date	Estimate #
7/19/2020	2020-8



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

<b>Terms</b>	<b>Rep</b>
Due on receipt	BJK
<b>Project</b>	
Chuckanut Ln Drainage Improvements	

Description	Qty	Unit	Cost	Total
HDR Job No. 20-004 - Chuckanut Lane Drainage Improvements.				
Remove and dispose of existing storm sewer.	115	LF	20.00	2,300.00
24" RCP installation, all depths (open cut) including bedding, backfill, complete in place.	68	LF	200.00	13,600.00
Remove and replace 6" thick concrete driveway	58	SY	150.00	8,700.00
Remove and replace 4" thick concrete sidewalk	13	SY	100.00	1,300.00
Adjust and tie-in existing 24" RCP to existing Type 'E' inlet.	1	EA	950.00	950.00
Ditch regrading, with grade checker, dump trucks and hauling and spoil disposal including hydromulch.	600	LF	8.50	5,100.00
DonMar Grading will make "One Calls" and notifications as required by law. We will also notify and coordinate with MVWA. DonMar Grading will make every effort to avoid underground structures but will not be responsible for damage to any 'unmarked' or unlocated utilities, sprinkler systems, or other structures.				
These prices do not include the adjustment of utilities should any be found in conflict with this work.				
<b>We are looking forward to working with you.</b>			<b>Total</b> \$31,950.00	

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



# Chuckanut Lane Drainage Improvements

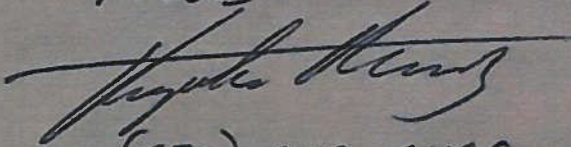
City of Piney Point Village

HDR Job No. 20-004

**Chuckanut Lane**

Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Remove existing storm sewer	L.F.	115	25.00	2,875.00
2	24" RCP storm sewer, all depths, cement stabilized sand bedding and backfill:	L.F.	68	160.00	10,880.00
3	Remove, dispose, and replace 6" concrete driveway:	S.Y.	58	153.00	8,874.00
4	Remove and replace 4" concrete walkway:	S.Y.	13	126.00	1,638.00
5	Tie-in proposed 24-inch RCP into existing Type E Inlet:	EA.	1	500.00	500.00
6	Regrade existing ditch including hydromulch	L.F.	600	13.00	7,800.00
<b>Total Construction Cost:</b>					<b>32,567.00</b>

DIO PAR CIVIL SERVICES  
 411 NORTH ST. STE. 1  
 HOUSTON, TX. 77009

ROBELIO MAJÓZ  
  
 (832) 642-5469

# Chuckanut Lane Drainage Improvements

City of Piney Point Village

HDR Job No. 20-004

## Chuckanut Lane

Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Remove existing storm sewer	L.F.	115	40.00	4,600.00
2	24" RCP storm sewer, all depths, cement stabilized sand bedding and backfill:	L.F.	68	120.00	8,160.00
3	Remove, dispose, and replace 6" concrete driveway:	S.Y.	58	200.00	11,600.00
4	Remove and replace 4" concrete walkway:	S.Y.	13	200.00	2,600.00
5	Tie-in proposed 24-inch RCP into existing Type E Inlet:	EA.	1	2,500.00	2,500.00
6	Regrade existing ditch including hydromulch	L.F.	600	35.00	21,000.00
<b>Total Construction Cost:</b>					<b>50,460.00</b>



## Chuckanut Lane Drainage Improvements

City of Piney Point Village

HDR Job No. 20-004

### Chuckanut Lane

Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Remove existing storm sewer	L.F.	115	\$56. <sup>00</sup>	\$6,440. <sup>00</sup>
2	24" RCP storm sewer, all depths, cement stabilized sand bedding and backfill:	L.F.	68	\$205. <sup>00</sup>	\$13,940. <sup>00</sup>
3	Remove, dispose, and replace 6" concrete driveway:	S.Y.	58	\$140. <sup>00</sup>	\$8,170. <sup>00</sup>
4	Remove and replace 4" concrete walkway:	S.Y.	13	\$320. <sup>00</sup>	\$4,160. <sup>00</sup>
5	Tie-in proposed 24-inch RCP into existing Type E Inlet:	EA.	1		\$5,000. <sup>00</sup>
6	Regrade existing ditch including hydromulch	L.F.	600	\$15. <sup>80</sup>	\$9,480. <sup>00</sup>
<b>Total Construction Cost:</b>					<b>\$47,140.<sup>00</sup></b>

## Citywide Sidewalk Repairs - Round #2

### City of Piney Point Village

HDR Job No. 20-004

Item	Item Description	Unit	Quantity	Unit Price	Cost
<b>Sidewalk Trip Hazard Removal</b>					
1	Remove and replace 4" concrete sidewalk per details, complete in place, the sum of:	S.F.	1,900	\$16.00	\$30,400.00
	Remove and place 4" concrete sidewalk with thickened edge per detail, complete in place, the sum of:	S.F.	500	\$20.00	\$10,000.00
2	Remove and replace concrete sidewalk curb ramp per details, complete in place, the sum of:	EA.	8	\$2,000.00	\$16,000.00
3	Remove Existing Concrete Sidewalk per detail, complete in place, the sum of:	S.F.	25	\$10.00	\$250.00
4	Grind concrete to level sidewalk trip hazard per detail, complete in place, the sum of:	EA.	20	\$200.00	\$4,000.00
<b>Subtotal - Sidewalk Trip Hazards:</b>					<b>\$60,650.00</b>
<b>Quail Hollow Sidewalk</b>					
1	Remove and disposed of existing decomposed granite track and edging, complete in place, the sum of:	SF	1,400	\$4.00	\$5,600.00
2	4" thick reinforced concrete sidewalk, complete in place, the sum of:	SF	2,100	\$10.00	\$21,000.00
3	Curb ramp with detectable warning pavers, in conformance with ADA requirements, complete in place, the sum of:	EA	1	\$2,000.00	\$2,000.00
<b>Subtotal - Quail Hollow:</b>					<b>\$28,600.00</b>
<b>Memorial (north side) from Millbrook to Blalock</b>					
1	Remove and place 4" concrete sidewalk with thickened edge per detail, complete in place, the sum of:	SF	2,400	\$20.00	\$48,000.00
<b>Subtotal - Memorial Millbrook to Blalock:</b>					<b>\$48,000.00</b>
<b>Subtotal:</b>					<b>\$137,250.00</b>
<b>Micellaneous Items (10%):</b>					<b>\$13,725.00</b>
<b>Total Opinion of Probable Construction Cost:</b>					<b>\$150,975.00</b>

*These estimates are presented for planning purposes only and are subject to change as the project progresses. The unit prices reflect our engineer's opinion of unit prices based on historical data from similar projects already bid in the area and do not include inflation costs.*

# Wilding Lane Drainage and Paving Improvements

City of Piney Point Village

HDR Job No. 19-028

## Asphalt - 18' Width

Item	Item Description	Unit	Quantity	Unit Price	Cost
<b>PAVING ITEMS:</b>					
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.	315	\$140.00	\$44,100.00
2	Remove and replace 4" thick new decomposed granite driveway, complete in place, the sum of:	S.Y.	40	\$100.00	\$4,000.00
3	Remove and replace concrete curb for reinforced concrete driveway, complete in place, the sum of:	L.F.	16	\$30.00	\$480.00
4	Temporary driveways, complete in place, the sum of:	EA.	10	\$715.00	\$7,150.00
5	Remove and replace 4" thick new decomposed granite sidewalk, complete in place, the sum of:	S.F.	85	\$100.00	\$8,500.00
6	Temporary paving, complete in place, the sum of:	S.Y.	930	\$65.00	\$60,450.00
7	Remove, salvage, and reinstall post mailbox, complete in place, the sum of:	EA.	10	\$400.00	\$4,000.00
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	\$750.00	\$1,500.00
10	Remove and dispose of existing asphalt pavement and base material, complete in place, the sum of:	S.Y.	3,925	\$8.00	\$31,400.00
11	2" Type C HMAC overlay, including tack coat, complete in place, the sum of:	S.Y.	3,225	\$20.00	\$64,500.00
12	6" Type B HMAC Black Base, complete in place, the sum of:	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.	3,925	\$7.00	\$27,475.00
14	Prime coat, complete in place, the sum of:	GAL	1,300	\$5.00	\$6,500.00
15	Lime for treating pavement subgrade, complete in place, the sum of:	TON	58	\$245.00	\$14,210.00
16	Fly Ash for treating pavement subgrade, complete in place, the sum of:	TON	115	\$137.00	\$15,755.00
17	Black star gravel parking pad 2' wide adjacent to new asphalt pavement, complete in place, the sum of:	S.Y.	525	\$100.00	\$52,500.00
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, complete in place, the sum of:	L.S.	1	\$12,500.00	\$12,500.00
21	SWP3 Plan, complete in place, the sum of:	L.S.	1	\$2,500.00	\$2,500.00
<b>Paving Items Total:</b>					<b>\$528,420.00</b>

**DRAINAGE ITEMS**

22	Remove and dispose of existing storm sewer, complete in place, the sum of:	L.F.	300	\$25.00	\$7,500.00
23	Abandon and grout-fill existing storm sewer and culverts, complete in place, the sum of:	C.Y.	45	\$345.00	\$15,525.00
24	Remove and dispose of existing storm sewer inlet/manhole, complete in place, the sum of:	EA.	2	\$500.00	\$1,000.00
25	Remove and dispose of existing safety end treatment, complete in place, the sum of:	EA.	3	\$550.00	\$1,650.00
26	8" PVC for yard drain connections, all depths, complete in place, the sum of:	L.F.	150	\$60.00	\$9,000.00
27	12" PVC for yard drain connections, all depths, complete in place, the sum of:	L.F.	500	\$85.00	\$42,500.00
	12" or 8" PVC for yard drain connections through an existing culvert and grout filling around proposed PVC, all depths, complete in place, the sum of:	L.F.	50	\$150.00	\$7,500.00
28	Proposed connection to existing yard drain, complete in place, the sum of:	EA.	30	\$800.00	\$24,000.00
29	24" HDPE storm sewer including bedding and backfill, complete in place, the sum of:	L.F.	530	\$100.00	\$53,000.00
30	18" RCP all depths (open cut), including bedding and backfill, complete in place, the sum of:	L.F.	70	\$125.00	\$8,750.00
31	24" RCP all depths (open cut), including bedding and backfill, complete in place, the sum of:	L.F.	510	\$150.00	\$76,500.00
32	36" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	220	\$175.00	\$38,500.00
33	42" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	490	\$195.00	\$95,550.00
34	48" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	150	\$230.00	\$34,500.00
35	54" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	740	\$270.00	\$199,800.00
36	Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA.	25	\$3,150.00	\$78,750.00
37	Proposed 4'x4' Box MH with Type A Inlet top, including bedding and backfill, complete in place, the sum of:	EA.	9	\$5,000.00	\$45,000.00
38	5'x4' box manhole, including bedding and backfill, complete in place, the sum of:	EA.	7	\$5,950.00	\$41,650.00
39	6'x4' box manhole, all depths, complete in place, the sum of:	EA.	2	\$7,000.00	\$14,000.00
40	7'x4' box manhole, all depths, complete in place, the sum of:	EA.	5	\$8,000.00	\$40,000.00
41	Remove existing plug on storm sewer, all depths, all sizes, complete in place, the sum of:	EA.	1	\$900.00	\$900.00
42	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
43	Tie-in existing storm sewer to proposed Type A Inlet, complete in place, the sum of:	EA.	1	\$1,900.00	\$1,900.00
44	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
<b>Drainage Items Total:</b>					<b>\$846,815.00</b>

<b>TREE PROTECTION ITEMS</b>					
45	Remove tree 0"-11.99", complete in place, the sum of:	EA.	19	\$800.00	\$15,200.00
46	Remove tree 12"-23.99", complete in place, the sum of:	EA.	11	\$1,500.00	\$16,500.00
47	Clearance prune, complete in place, the sum of:	EA.	68	\$300.00	\$20,400.00
48	Tree protection fence, complete in place, the sum of:	L.F.	3,300	\$7.00	\$23,100.00
49	Root pruning trench, complete in place, the sum of:	L.F.	1,125	\$12.00	\$13,500.00
50	Hand dig yard drain tie-in, complete in place, the sum of:	EA.	1	\$190.00	\$190.00
51	Hand dig service lead, complete in place, the sum of:	EA.	2	\$100.00	\$200.00
<b>Tree Protection Items Total:</b>					<b>\$89,090.00</b>
<b>SUPPLEMENTAL ITEMS</b>					
52	Cement Stabilized Sand, complete in place, the sum of:	C.Y.	20	\$40.00	\$800.00
53	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
54	Adjust sanitary sewer manhole to be flush with top of proposed pavement, parking pad or finished grade, complete in place, the sum of:	EA.	4	\$500.00	\$2,000.00
55	Install long side water service, complete in place, the sum of:	EA.	14	\$1,400.00	\$19,600.00
56	Install long side sewer service, complete in place, the sum of:	EA.	12	\$1,500.00	\$18,000.00
57	Install short side water service, complete in place, the sum of:	EA.	12	\$900.00	\$10,800.00
58	Install short side sewer service, complete in place, the sum of:	EA.	14	\$1,000.00	\$14,000.00
59	Additional footage for water service, complete in place, the sum of:	L.F.	50	\$50.00	\$2,500.00
60	Additional footage for sewer service, complete in place, the sum of:	L.F.	50	\$50.00	\$2,500.00
61	of:	EA.	2	\$500.00	\$1,000.00
62	Extra Bank sand, complete in place, the sum of:	C.Y.	20	\$15.00	\$300.00
63	Extra 1.5 sacks of cement per cubic yard added to 6" concrete pavement (total of 7.0 sacks/cubic yard), complete in place, the sum of:	S.Y.	150	\$3.00	\$450.00
64	Coordinate support, adjustment or relocation or power/light poles and/or guy anchors with owner of poles, as required, complete in place, the sum of:	EA.	2	\$800.00	\$1,600.00
65	Well pointing for storm sewers, complete in place, the sum of:	L.F.	100	\$50.00	\$5,000.00
66	Wet condition bedding, complete in place, the sum of:	L.F.	100	\$15.00	\$1,500.00
<b>Supplemental Items Total:</b>					<b>\$80,750.00</b>
<b>Paving Items Total:</b>					<b>\$528,420.00</b>
<b>Drainage Items Total:</b>					<b>\$846,815.00</b>
<b>Tree Protection Items Total:</b>					<b>\$89,090.00</b>
<b>Supplemental Items Total:</b>					<b>\$80,750.00</b>
<b>Total Construction Cost</b>					<b>\$1,545,075.00</b>
<b>Contingency (10%):</b>					<b>\$154,508.00</b>
<b>Opinion of Probable Construction Cost</b>					<b>\$1,699,590.00</b>
<b>Engineering Fees (Lump Sum):</b>					<b>\$152,100.00</b>
<b>Subconsultants Fees (Cost+10%):</b>					<b>\$43,750.00</b>
<b>Observation Fees (Full-Time):</b>					<b>\$203,500.00</b>
<b>OPINION OF PROBABLE PROJECT COST:</b>					<b>\$2,098,940.00</b>

# Wilding Lane Drainage and Paving Improvements

City of Piney Point Village

HDR Job No. 19-028

**Asphalt - 18' Width with 2' of asphalt on each side up to side of driveways**

Item	Item Description	Unit	Quantity	Unit Price	Cost
<b>PAVING ITEMS:</b>					
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.	315	\$140.00	\$44,100.00
2	Remove and replace 4" thick new decomposed granite driveway, complete in place, the sum of:	S.Y.	40	\$100.00	\$4,000.00
3	Remove and replace concrete curb for reinforced concrete driveway, complete in place, the sum of:	L.F.	16	\$30.00	\$480.00
4	Temporary driveways, complete in place, the sum of:	EA.	10	\$715.00	\$7,150.00
5	Remove and replace 4" thick new decomposed granite sidewalk, complete in place, the sum of:	S.F.	85	\$100.00	\$8,500.00
6	Temporary paving, complete in place, the sum of:	S.Y.	930	\$65.00	\$60,450.00
7	Remove, salvage, and reinstall post mailbox, complete in place, the sum of:	EA.	10	\$400.00	\$4,000.00
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	\$750.00	\$1,500.00
10	Remove and dispose of existing asphalt pavement and base material, complete in place, the sum of:	S.Y.	3,925	\$8.00	\$31,400.00
11	2" Type C HMAC overlay, including tack coat, complete in place, the sum of:	S.Y.	3,750	\$20.00	\$75,000.00
12	6" Type B HMAC Black Base, complete in place, the sum of:	S.Y.	4,380	\$45.00	\$197,100.00
13	8" lime (4%) and fly-ash (8%) stabilized subgrade, complete in place, the sum of:	S.Y.	4,970	\$7.00	\$34,790.00
14	Prime coat, complete in place, the sum of:	GAL	1,580	\$5.00	\$7,900.00
15	Lime for treating pavement subgrade, complete in place, the sum of:	TON	74	\$245.00	\$18,130.00
16	Fly Ash for treating pavement subgrade, complete in place, the sum of:	TON	146	\$137.00	\$20,002.00
17	Black star gravel parking pad 2' wide adjacent to new asphalt pavement, complete in place, the sum of:	S.Y.	0	\$100.00	\$0.00
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, complete in place, the sum of:	L.S.	1	\$12,500.00	\$12,500.00
21	SWP3 Plan, complete in place, the sum of:	L.S.	1	\$2,500.00	\$2,500.00
<b>Paving Items Total:</b>					<b>\$538,402.00</b>

**DRAINAGE ITEMS**

22	Remove and dispose of existing storm sewer, complete in place, the sum of:	L.F.	300	\$25.00	\$7,500.00
23	Abandon and grout-fill existing storm sewer and culverts, complete in place, the sum of:	C.Y.	45	\$345.00	\$15,525.00
24	Remove and dispose of existing storm sewer inlet/manhole, complete in place, the sum of:	EA.	2	\$500.00	\$1,000.00
25	Remove and dispose of existing safety end treatment, complete in place, the sum of:	EA.	3	\$550.00	\$1,650.00
26	8" PVC for yard drain connections, all depths, complete in place, the sum of:	L.F.	150	\$60.00	\$9,000.00
27	12" PVC for yard drain connections, all depths, complete in place, the sum of:	L.F.	500	\$85.00	\$42,500.00
	12" or 8" PVC for yard drain connections through an existing culvert and grout filling around proposed PVC, all depths, complete in place, the sum of:	L.F.	50	\$150.00	\$7,500.00
28	Proposed connection to existing yard drain, complete in place, the sum of:	EA.	30	\$800.00	\$24,000.00
29	24" HDPE storm sewer including bedding and backfill, complete in place, the sum of:	L.F.	530	\$100.00	\$53,000.00
30	18" RCP all depths (open cut), including bedding and backfill, complete in place, the sum of:	L.F.	70	\$125.00	\$8,750.00
31	24" RCP all depths (open cut), including bedding and backfill, complete in place, the sum of:	L.F.	510	\$150.00	\$76,500.00
32	36" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	220	\$175.00	\$38,500.00
33	42" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	490	\$195.00	\$95,550.00
34	48" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	150	\$230.00	\$34,500.00
35	54" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	740	\$270.00	\$199,800.00
36	Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA.	25	\$3,150.00	\$78,750.00
37	Proposed 4'x4' Box MH with Type A Inlet top, including bedding and backfill, complete in place, the sum of:	EA.	9	\$5,000.00	\$45,000.00
38	5'x4' box manhole, including bedding and backfill, complete in place, the sum of:	EA.	7	\$5,950.00	\$41,650.00
39	6'x4' box manhole, all depths, complete in place, the sum of:	EA.	2	\$7,000.00	\$14,000.00
40	7'x4' box manhole, all depths, complete in place, the sum of:	EA.	5	\$8,000.00	\$40,000.00
41	Remove existing plug on storm sewer, all depths, all sizes, complete in place, the sum of:	EA.	1	\$900.00	\$900.00
42	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
43	Tie-in existing storm sewer to proposed Type A Inlet, complete in place, the sum of:	EA.	1	\$1,900.00	\$1,900.00
44	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
<b>Drainage Items Total:</b>					<b>\$846,815.00</b>

<b>TREE PROTECTION ITEMS</b>					
45	Remove tree 0"-11.99", complete in place, the sum of:	EA.	19	\$800.00	\$15,200.00
46	Remove tree 12"-23.99", complete in place, the sum of:	EA.	11	\$1,500.00	\$16,500.00
47	Clearance prune, complete in place, the sum of:	EA.	68	\$300.00	\$20,400.00
48	Tree protection fence, complete in place, the sum of:	L.F.	3,300	\$7.00	\$23,100.00
49	Root pruning trench, complete in place, the sum of:	L.F.	1,125	\$12.00	\$13,500.00
50	Hand dig yard drain tie-in, complete in place, the sum of:	EA.	1	\$190.00	\$190.00
51	Hand dig service lead, complete in place, the sum of:	EA.	2	\$100.00	\$200.00
				<b>Tree Protection Items Total:</b>	<b>\$89,090.00</b>
<b>SUPPLEMENTAL ITEMS</b>					
52	Cement Stabilized Sand, complete in place, the sum of:	C.Y.	20	\$40.00	\$800.00
53	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
54	Adjust sanitary sewer manhole to be flush with top of proposed pavement, parking pad or finished grade, complete in place, the sum of:	EA.	4	\$500.00	\$2,000.00
55	Install long side water service, complete in place, the sum of:	EA.	14	\$1,400.00	\$19,600.00
56	Install long side sewer service, complete in place, the sum of:	EA.	12	\$1,500.00	\$18,000.00
57	Install short side water service, complete in place, the sum of:	EA.	12	\$900.00	\$10,800.00
58	Install short side sewer service, complete in place, the sum of:	EA.	14	\$1,000.00	\$14,000.00
59	Additional footage for water service, complete in place, the sum of:	L.F.	50	\$50.00	\$2,500.00
60	Additional footage for sewer service, complete in place, the sum of:	L.F.	50	\$50.00	\$2,500.00
61	of:	EA.	2	\$500.00	\$1,000.00
62	Extra Bank sand, complete in place, the sum of:	C.Y.	20	\$15.00	\$300.00
63	Extra 1.5 sacks of cement per cubic yard added to 6" concrete pavement (total of 7.0 sacks/cubic yard), complete in place, the sum of:	S.Y.	150	\$3.00	\$450.00
64	Coordinate support, adjustment or relocation or power/light poles and/or guy anchors with owner of poles, as required, complete in place, the sum of:	EA.	2	\$800.00	\$1,600.00
65	Well pointing for storm sewers, complete in place, the sum of:	L.F.	100	\$50.00	\$5,000.00
66	Wet condition bedding, complete in place, the sum of:	L.F.	100	\$15.00	\$1,500.00
				<b>Supplemental Items Total:</b>	<b>\$80,750.00</b>
				<b>Paving Items Total:</b>	<b>\$538,402.00</b>
				<b>Drainage Items Total:</b>	<b>\$846,815.00</b>
				<b>Tree Protection Items Total:</b>	<b>\$89,090.00</b>
				<b>Supplemental Items Total:</b>	<b>\$80,750.00</b>
				<b>Total Construction Cost</b>	<b>\$1,555,057.00</b>
				<b>Contingency (10%):</b>	<b>\$155,506.00</b>
				<b>Opinion of Probable Construction Cost</b>	<b>\$1,710,570.00</b>
				<b>Engineering Fees (Lump Sum):</b>	<b>\$152,100.00</b>
				<b>Subconsultants Fees (Cost+10%):</b>	<b>\$43,750.00</b>
				<b>Observation Fees (Full-Time):</b>	<b>\$203,500.00</b>
				<b>OPINION OF PROBABLE PROJECT COST:</b>	<b>\$2,109,920.00</b>



# Wilding Lane Drainage and Paving Improvements

City of Piney Point Village

HDR Job No. 19-028

## Asphalt - 18' Width with Asphalt Parking Pads 10' off driveways

Item	Item Description	Unit	Quantity	Unit Price	Cost
<b>PAVING ITEMS:</b>					
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.	315	\$140.00	\$44,100.00
2	Remove and replace 4" thick new decomposed granite driveway, complete in place, the sum of:	S.Y.	40	\$100.00	\$4,000.00
3	Remove and replace concrete curb for reinforced concrete driveway, complete in place, the sum of:	L.F.	16	\$30.00	\$480.00
4	Temporary driveways, complete in place, the sum of:	EA.	10	\$715.00	\$7,150.00
5	Remove and replace 4" thick new decomposed granite sidewalk, complete in place, the sum of:	S.F.	85	\$100.00	\$8,500.00
6	Temporary paving, complete in place, the sum of:	S.Y.	930	\$65.00	\$60,450.00
7	Remove, salvage, and reinstall post mailbox, complete in place, the sum of:	EA.	10	\$400.00	\$4,000.00
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	\$750.00	\$1,500.00
10	Remove and dispose of existing asphalt pavement and base material, complete in place, the sum of:	S.Y.	3,925	\$8.00	\$31,400.00
11	2" Type C HMAC overlay, including tack coat, complete in place, the sum of:	S.Y.	3,585	\$20.00	\$71,700.00
12	6" Type B HMAC Black Base, complete in place, the sum of:	S.Y.	4,140	\$45.00	\$186,300.00
13	8" lime (4%) and fly-ash (8%) stabilized subgrade, complete in place, the sum of:	S.Y.	4,640	\$7.00	\$32,480.00
14	Prime coat, complete in place, the sum of:	GAL	1,425	\$5.00	\$7,125.00
15	Lime for treating pavement subgrade, complete in place, the sum of:	TON	68	\$245.00	\$16,660.00
16	Fly Ash for treating pavement subgrade, complete in place, the sum of:	TON	136	\$137.00	\$18,632.00
17	Black star gravel parking pad 2' wide adjacent to new asphalt pavement, complete in place, the sum of:	S.Y.	0	\$100.00	\$0.00
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, complete in place, the sum of:	L.S.	1	\$12,500.00	\$12,500.00
21	SWP3 Plan, complete in place, the sum of:	L.S.	1	\$2,500.00	\$2,500.00
<b>Paving Items Total:</b>					<b>\$518,377.00</b>

**DRAINAGE ITEMS**

22	Remove and dispose of existing storm sewer, complete in place, the sum of:	L.F.	300	\$25.00	\$7,500.00
23	Abandon and grout-fill existing storm sewer and culverts, complete in place, the sum of:	C.Y.	45	\$345.00	\$15,525.00
24	Remove and dispose of existing storm sewer inlet/manhole, complete in place, the sum of:	EA.	2	\$500.00	\$1,000.00
25	Remove and dispose of existing safety end treatment, complete in place, the sum of:	EA.	3	\$550.00	\$1,650.00
26	8" PVC for yard drain connections, all depths, complete in place, the sum of:	L.F.	150	\$60.00	\$9,000.00
27	12" PVC for yard drain connections, all depths, complete in place, the sum of:	L.F.	500	\$85.00	\$42,500.00
	12" or 8" PVC for yard drain connections through an existing culvert and grout filling around proposed PVC, all depths, complete in place, the sum of:	L.F.	50	\$150.00	\$7,500.00
28	Proposed connection to existing yard drain, complete in place, the sum of:	EA.	30	\$800.00	\$24,000.00
29	24" HDPE storm sewer including bedding and backfill, complete in place, the sum of:	L.F.	530	\$100.00	\$53,000.00
30	18" RCP all depths (open cut), including bedding and backfill, complete in place, the sum of:	L.F.	70	\$125.00	\$8,750.00
31	24" RCP all depths (open cut), including bedding and backfill, complete in place, the sum of:	L.F.	510	\$150.00	\$76,500.00
32	36" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	220	\$175.00	\$38,500.00
33	42" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	490	\$195.00	\$95,550.00
34	48" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	150	\$230.00	\$34,500.00
35	54" RCP, ASTM C76, Class III storm sewer, all depths, complete in place, the sum of:	LF	740	\$270.00	\$199,800.00
36	Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA.	25	\$3,150.00	\$78,750.00
37	Proposed 4'x4' Box MH with Type A Inlet top, including bedding and backfill, complete in place, the sum of:	EA.	9	\$5,000.00	\$45,000.00
38	5'x4' box manhole, including bedding and backfill, complete in place, the sum of:	EA.	7	\$5,950.00	\$41,650.00
39	6'x4' box manhole, all depths, complete in place, the sum of:	EA.	2	\$7,000.00	\$14,000.00
40	7'x4' box manhole, all depths, complete in place, the sum of:	EA.	5	\$8,000.00	\$40,000.00
41	Remove existing plug on storm sewer, all depths, all sizes, complete in place, the sum of:	EA.	1	\$900.00	\$900.00
42	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
43	Tie-in existing storm sewer to proposed Type A Inlet, complete in place, the sum of:	EA.	1	\$1,900.00	\$1,900.00
44	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
<b>Drainage Items Total:</b>					<b>\$846,815.00</b>

<b>TREE PROTECTION ITEMS</b>					
45	Remove tree 0"-11.99", complete in place, the sum of:	EA.	19	\$800.00	\$15,200.00
46	Remove tree 12"-23.99", complete in place, the sum of:	EA.	11	\$1,500.00	\$16,500.00
47	Clearance prune, complete in place, the sum of:	EA.	68	\$300.00	\$20,400.00
48	Tree protection fence, complete in place, the sum of:	L.F.	3,300	\$7.00	\$23,100.00
49	Root pruning trench, complete in place, the sum of:	L.F.	1,125	\$12.00	\$13,500.00
50	Hand dig yard drain tie-in, complete in place, the sum of:	EA.	1	\$190.00	\$190.00
51	Hand dig service lead, complete in place, the sum of:	EA.	2	\$100.00	\$200.00
<b>Tree Protection Items Total:</b>					<b>\$89,090.00</b>
<b>SUPPLEMENTAL ITEMS</b>					
52	Cement Stabilized Sand, complete in place, the sum of:	C.Y.	20	\$40.00	\$800.00
53	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
54	Adjust sanitary sewer manhole to be flush with top of proposed pavement, parking pad or finished grade, complete in place, the sum of:	EA.	4	\$500.00	\$2,000.00
55	Install long side water service, complete in place, the sum of:	EA.	14	\$1,400.00	\$19,600.00
56	Install long side sewer service, complete in place, the sum of:	EA.	12	\$1,500.00	\$18,000.00
57	Install short side water service, complete in place, the sum of:	EA.	12	\$900.00	\$10,800.00
58	Install short side sewer service, complete in place, the sum of:	EA.	14	\$1,000.00	\$14,000.00
59	Additional footage for water service, complete in place, the sum of:	L.F.	50	\$50.00	\$2,500.00
60	Additional footage for sewer service, complete in place, the sum of:	L.F.	50	\$50.00	\$2,500.00
61	of:	EA.	2	\$500.00	\$1,000.00
62	Extra Bank sand, complete in place, the sum of:	C.Y.	20	\$15.00	\$300.00
63	Extra 1.5 sacks of cement per cubic yard added to 6" concrete pavement (total of 7.0 sacks/cubic yard), complete in place, the sum of:	S.Y.	150	\$3.00	\$450.00
64	Coordinate support, adjustment or relocation or power/light poles and/or guy anchors with owner of poles, as required, complete in place, the sum of:	EA.	2	\$800.00	\$1,600.00
65	Well pointing for storm sewers, complete in place, the sum of:	L.F.	100	\$50.00	\$5,000.00
66	Wet condition bedding, complete in place, the sum of:	L.F.	100	\$15.00	\$1,500.00
<b>Supplemental Items Total:</b>					<b>\$80,750.00</b>
<b>Paving Items Total:</b>					<b>\$518,377.00</b>
<b>Drainage Items Total:</b>					<b>\$846,815.00</b>
<b>Tree Protection Items Total:</b>					<b>\$89,090.00</b>
<b>Supplemental Items Total:</b>					<b>\$80,750.00</b>
<b>Total Construction Cost</b>					<b>\$1,535,032.00</b>
<b>Contingency (10%):</b>					<b>\$153,504.00</b>
<b>Opinion of Probable Construction Cost</b>					<b>\$1,688,540.00</b>
<b>Engineering Fees (Lump Sum):</b>					<b>\$152,100.00</b>
<b>Subconsultants Fees (Cost+10%):</b>					<b>\$43,750.00</b>
<b>Observation Fees (Full-Time):</b>					<b>\$203,500.00</b>
<b>OPINION OF PROBABLE PROJECT COST:</b>					<b>\$2,087,890.00</b>

TO: The Honorable Mayor and Members of the City Council

FROM: Roger Nelson, City Administrator



MEETING DATE: July 27, 2020

SUBJECT: Advertise and Bid Wilding Lane Project

Agenda Item: 19

This agenda item calls for the City Council Authorize the City Engineer to advertise and bid the Wilding Lane Project

TO: The Honorable Mayor and Members of the City Council

FROM: Roger Nelson, City Administrator

MEETING DATE: July 27, 2020

SUBJECT: CDBG Grant Funding

Agenda Item: 20

This agenda item is for potential CDBG for new projects.



**Engineer's Status Report**  
City of Piney Point Village  
HDR Engineering, Inc.  
City Council Meeting Date: July 27, 2020

**1. Surrey Oaks Paving & Drainage Improvements**

RAC Industries is continuing to make progress on the Surrey Oaks Paving & Drainage Improvements Project. The Contractor has completed Phase 1-4 and is continuing the work on Phase 5. The Contractor poured the final sections of concrete pavement last week and is continuing to install storm sewer and yard drain connections in Phase 5. The Contractor is continuing to install driveways on the south side of the street.

Below is a graphic to illustrate the approximate limits of the construction phases:



**2. Beinhorn Drainage & Sidewalk Improvements Project**

T-Construction has installed storm sewer from Hedwig Road to North Piney Point Road. The Contractor will begin installation of storm sewer on Grecian Way after completing storm sewer and grading on Beinhorn. One water line adjustment remains on Grecian Way. The residents will be notified prior to the water line shut-off.

The Contractor has added a second crew to the site to begin grading the right-of-way, adjusting final inlet top elevations, and installing the sidewalk starting at Hedwig and continuing west behind the storm sewer crew.

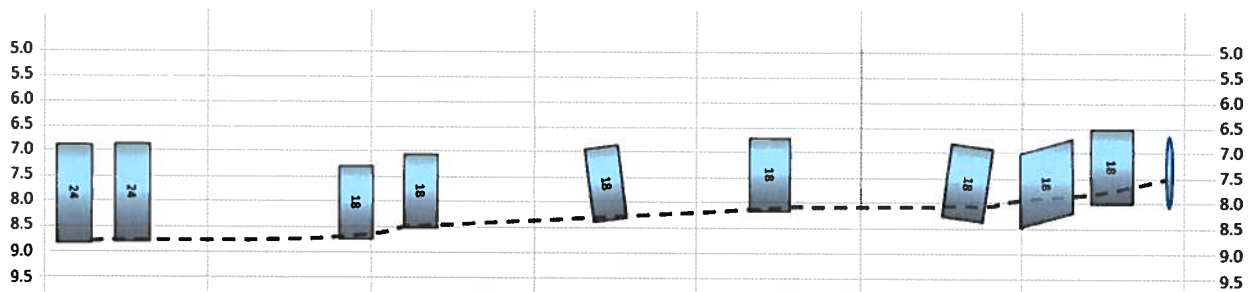
**3. Wilding Lane Drainage & Paving Improvements Project**

HDR has completed the final design for this project and hosted two virtual meetings with residents to answer questions about the proposed drainage and street layout and how it relates to individual properties along Wilding. During these virtual meetings, residents requested that the City revisit the proposed pavement width and parking pad material. A separate agenda item is included for discussion about these issues. Another separate agenda item is presented requesting permission to advertise the project for bidding.



#### 4. Williamsburg and Jamestown Culvert Replacement and Ditch Regrading

The Contractor has also completed the ditch regrading and culvert replacement work on both Williamsburg and Jamestown. It is anticipated that the remaining driveways on these streets will be poured this week. The Contractor will then complete clean-up items on both streets, including hydromulching of the freshly regraded ditch sections.



#### 5. Chuckanut Lane

HDR previously presented three options for drainage improvements on Chuckanut Lane. Per Council's direction, HDR obtained quotes to regrade the ditch from #8 Chuckanut to N. Piney Point Road, reset driveway culverts at 251 Piney Point Road, and clean and televise the storm sewer pipe at #8 Chuckanut. HDR has obtained quotes to regrade the ditch and reset the driveway culvert. The quotes obtained for this work are presented in a separate agenda item.

The clean and televising of the storm sewer at #8 Chuckanut will come after the ditch and driveway culverts are regraded.

#### 6. 2020 Paving Improvements

Council previously approved HDR to proceed with the Design and Geotechnical Investigation Phase of this project at the May Council Meeting.

It was requested that the geotechnical investigation and report be obtained to finalize the recommendations for pavement rehabilitation for the streets included in this project (full



base reclamation, mill and overlay, or overlay only). The results of the geotechnical investigation and pavement rehabilitation recommendations are presented in a separate agenda item.

As requested, HDR has made progress on other design items while waiting for the geotechnical report and Council direction.

### **Future Projects**

#### **7. Citywide Sidewalk Repairs/Quail Hollow Sidewalk/Memorial Sidewalk (Millbrook to Blalock)**

City Council requested that HDR prepare a budget and obtain costs to complete the remaining sidewalk trip hazard repairs as identified in the City wide sidewalk trip hazard assessment. HDR has identified the remaining locations in need of repair and is working with the T-Construction to negotiate unit prices for sidewalk removal and replacement, curb ramp replacement, sidewalk with thickened edge replacement, and sidewalk concrete grinding prices. A separate agenda item has been included to further discussion of this project.

**Quail Hollow Sidewalk:** The Mayor previously authorized a title search to determine the ownership of the area of land between the Quail Hollow cul-de-sac and Blalock Road. The result of the title search indicated that the Quail Hollow Road (Berry's Private Drive) is 40-foot wide and extends through the Quail Hollow cul-de-sac to Blalock Road. The City attorney has recommended that an easement be obtained with signatures from all parties with interest in Quail Hollow (Berry's Private Drive). HDR will continue to provide assistance to the Mayor and City Attorney as required.

#### **8. Chapelwood Court**

The City received a request from the resident at 11201 Claymore to fill in the ditch along the east side of their property from Claymore Road through to their driveway off of Chapelwood Court. Below is an Opinion of Probably Construction Cost to fill in the ditch:





## Chapelwood Ct Drainage Improvements

City of Piney Point Village

HDR Job No. 20-004

### 11201 Claymore Rd

Item	Item Description	Unit	Quantity	Unit Price	Cost
<b>Drainage Items Total:</b>					
1	Connect proposed storm sewer to existing inlet	EA.	1	\$1,500.00	\$1,500.00
2	Connect existing storm sewer to proposed junction box	EA.	2	\$1,500.00	\$3,000.00
3	8" PVC storm sewer for yard drain	L.F.	25	\$50.00	\$1,250.00
4	24" RCP storm sewer	L.F.	70	\$150.00	\$10,500.00
5	Type A storm sewer inlet	EA.	1	\$3,500.00	\$3,500.00
6	6'x4' storm sewer box manhole	EA.	1	\$6,500.00	\$6,500.00
7	Connection to existing yard drain	EA.	1	\$550.00	\$550.00
8	Clearance prune	EA.	3	\$300.00	\$900.00
<b>Drainage Items Total:</b>					<b>\$27,700.00</b>
<b>Micellaneous Items (30%):</b>					<b>\$8,310.00</b>
<b>Total Opinion of Probable Construction Cost:</b>					<b>\$36,010.00</b>

*These estimates are presented for planning purposes only and are subject to change as the project progresses. The unit prices reflect our engineer's opinion of unit prices based on historical data from similar projects already bid in the area and do not include inflation costs.*

### 9. Asphalt Patches

T-Construction will be doing asphalt paving point repairs on Beinhorn Road in the coming months. HDR has submit a list of asphalt repair locations to T-Construction to obtain prices for the repairs on the following streets:

- Chuckanut Lane
- Lacewood & Tynewood intersection (2 locations)
- #8/9 Tokeneke
- North Piney Point Road & Memorial (where road turns from concrete to asphalt)

### 10. Additional Future Projects:

At Council's request, HDR has identified multiple projects for the City to consider performing. The Master Drainage Study identified several drainage projects. 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.

#### Drainage Improvements Projects:

The Master Drainage Study identified several drainage improvements projects. The City has already begun design on Wilding Lane and construction on Beinhorn Road, two projects identified in the Master Drainage Study. The additional list of projects as identified in the study are as follows:



**Table 11 – Projects with No Detention Required**

PROJECT DESCRIPTION	PROJECT CONSTRUCTION COST
Beinhorn Road (Southside)	\$ 610,390.00
Wilding Lane	\$ 1,141,135.00
Chuckanut Lane	\$ 388,215.00
N. Country Squire	\$ 322,400.00
S. Country Squire	\$ 340,210.00
Country Court	\$ 129,125.00
Memorial Drive (S. Country Squire to Wickline Ravine)	\$ 205,175.00
Tokeneke Trail to Claymore Road	\$ 172,935.00
Shadow Way	\$ 547,430.00
<b>Total</b>	<b>\$ 3,857,015.00</b>

**Table 12 – Projects with Detention Required**

PROJECT DESCRIPTION	PROJECT CONSTRUCTION COST
Blalock Road (east and west systems)	\$ 14,458,600.00
Lacewood Lane	\$ 803,010.00
Memorial Drive (Country Court to Tynewood Ditch)	\$ 630,475.00
Wilding Lane Bypass (Bothwell Way, Holidan Way, Wilding Lane)	\$ 1,773,400.00
<b>Total</b>	<b>\$ 17,665,485.00</b>

**Paving Improvement Projects:**

In 2018 the City performed an update to the Street Condition Assessment Document which assigned a rating to each public street in the City. The following list was prepared based on the ratings provided in that document:

- Memorial Drive from San Felipe to Greenbay (Asphalt)
  - OPCC Asphalt Reclamation - \$933,500
  - OPCC Concrete Pavement - \$2,292,420
- S. Piney Point Road (Asphalt)
  - OPCC Asphalt Reclamation - \$528,450
  - OPCC Concrete Pavement - \$1,079,315
- Lanecrest (Asphalt)
- North and South Country Squire (Concrete)
- Crack Sealing on Various Streets



**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 18<sup>th</sup> 2019
    - Phase 1 (North Piney Point Road at Surrey Oaks) – Complete
    - Phase 2 (Northwest quarter of street) – Complete
    - Phase 3 (Northeast quarter of street) - 3/25/20 to 5/21/20
    - Phase 4 (Southeast quarter of street) – 5/22/20 to 6/26/20
    - Phase 5 (Southwest quarter of street) – 7/1/20 to 8/18/20
    - Construction Contract Expiration Date – July 18, 2020
    - Contractor Reported Completion Date – August 18, 2020
  
- **Beinhorn Drainage & Sidewalk Improvements Project**
  - Anticipated Schedule –
    - Construction Notice to Proceed – March 9, 2020
    - Construction Completion Date – September 4, 2020
  
- **Wilding Lane Drainage & Paving Improvements Project**
  - Anticipated Schedule –
    - Advertise and Bid: August 2020
    - Bid Opening: September 2020
    - Contract Awards and Execution: October 2020
    - Construction Notice to Proceed: November 2020
    - Construction Completion: September 2021

**MINUTES  
THE CITY OF PINEY POINT VILLAGE  
REGULAR COUNCIL MEETING  
MONDAY, JUNE 22, 2020**

**THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE MET IN A REGULAR MEETING ON MONDAY, JUNE 22, 2020 AT 6:30 P.M. AT CITY HALL, 7676 WOODWAY, SUITE 300, HOUSTON, TEXAS TO DISCUSS THE AGENDA ITEMS LISTED BELOW.**

**The Council Meeting was accessible remotely by computer:**

<https://8x8.vc/shamrock54152/piney.point>

**To join by phone: 1-209-844-4600; when prompted enter code: 65943172#**

**COUNCIL MEMBERS PRESENT:** Mayor Mark Kobelan, Joel Bender, Dale Dodds, Michael Herminghaus, Henry Kollenberg, Brian Thompson

**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 6:34 p.m.

**PLEDGE OF ALLEGIANCE**

**CITIZENS WISHING TO ADDRESS COUNCIL** – *At this time, any person with city-related business may speak to 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.*

The following residents addressed Council:

Eugene Liu lives at 16 W. Stillforest; his house backs-up to Radney. Mr. Liu addressed Council regarding overgrown vegetation in the vacant lot behind his house. Mr. Liu is concerned the vacant lot with overgrown vegetation is a safety risk. Staff will evaluate the issue and contact Mr. Liu.

Mayor Kobelan moved agenda item #9 before agenda item #1

**9. Discuss and take possible action on St. Francis Elementary School Gym Project**

A representative from St. Francis was present and explained the project. There is no drainage or tree removal. There is nothing exterior to be done. All renovation will be interior. Council Member Thompson made a motion to pass the Specific Use Permit for renovating the gymnasium on the St. Francis Episcopal School Tract. Council Member Bender seconded the motion and it passed unanimously.

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

Chief Schultz provided a report for the month of May:

- MVPD is still within budget
- The COVID-19 reimbursement process has begun
- The police department is fully staffed; and police presence has increased
- 1 Suspicious person, 1 major accident
- Installed 8 additional ALPR's; and they are active
- The Police Commission has reviewed the 2019 Review of Services for the FY2021 Budget. The Commission is required to review to ensure the equitable funding remains in place. The Commission recommended the funding to be 33 1/3% per Village.
- Chief Schultz explained a significant security breach which effected federal systems and data bases, including the vendor for V-Link. All MVPD data is encrypted as an extra safety precaution. It is unknown the extent of this breach.

**2. Discuss and take possible action on the VFD monthly report**

Commissioner Nash provided the VFD monthly report

- There are items that need to be addressed relative to approving the budget items from April VFD Letter
- 1 Firefighter vacancy
- At the end of May, VFD was 1% below budget
- Corona Virus call volume has decreased since the end of May
- Spring Valley provided 300 test kits to test all members of the VFD; Spring Valley approved family members of the VFD to be tested
- Response times continue to be better than the national standard
- Remodel – there was discussion; the contract has been awarded; possible start date of July 6<sup>th</sup> or 7<sup>th</sup>

**3. Discuss and take possible action on the VFD Budget**

The VFD 2019 Budget utilizing the 2019 ambulance revenue to cover the \$115,864 shortfall in salaries, had previously been approved.

The 2020 Budget does not need to be amended.

Approve the 2021 Budget. The Budget needs to be approved before September. There was discussion. Council Member Kollenberg made a motion to approve the VFD 2021 Budget. Council Member Bender seconded the motion and it passed unanimously.

**4. Discuss and take possible action on Multi-Hazard Mitigation Plan**

There was discussion. Council Member Bender made a motion to approve Resolution 2020.06.22 authorizing the adoption of the Harris County Multi-Hazard Mitigation Action Plan Update. Council Member Thompson seconded the motion and it passed unanimously.

**5. Discuss and take possible action on Building and Construction Permits**

There was discussion regarding the new schedule of fees for Building and Construction Permits and Inspection services. Council Member Thompson made a

motion to approve Resolution 2020.06.22.2 page 1 of Exhibit A only. Council Member Bender seconded the motion and it passed unanimously.

- 6. Discuss and take possible action on streets with setbacks of less than 50'**  
Council considered Ordinance 2020.06.22.A regarding front yard setbacks of less than 50 feet. This will impact Jan Kelly Lane, Gingham Drive, Merrie Way Lane, Surrey Oaks Lane, and Dana Lane. There was concern regarding other streets. There was discussion. Council Member Bender will contact Board of Adjustments for comments and suggestions; and then staff will review and return to Council on a later date.
- 7. Discuss and take possible action on Temporary Certificates of Occupancy**  
Council discussed Ordinance 2020.06.22.B Temporary Certificates of Occupancy. There was discussion regarding removing the last sentence of Division 6. Certificate of Occupancy Sec. 74-176 Certificates of occupancy or completion, temporary certificates of occupancy and related fiscal security, (8) (sentence discussed to be removed) The applicant is liable to the city for any costs incurred by the city that exceed the amount of fiscal security. This agenda item will be submitted to Planning & Zoning.
- 8. Discuss and take possible action on regulations for fences and walls in required yards and side and rear yards**  
Council considered Ordinance 2020.06.22.C regarding Supplementary District Regulations. Council discussed fences and walls. This item will be reviewed by the Beautification Committee for landscaping plans and then return to Council for further discussion, and to recommend submitting to Planning and Zoning. Council reviewed the wording of Sec.74-245 (3) and discussed editing the last sentence by removing the phrase "... but not within a required yard".
- 10. Discuss and take possible action on potential Quail Hollow and Blalock pathway**  
Council discussed considering an easement for the pathway between Blalock Road and Quail Hollow Lane. Mayor Kobelan reported that he spoke with Bunker Hill about paving the pathway. Bunker Hill agreed with the plan and mentioned the Boy Scouts would like to install benches on the pathway. Bunker Hill could be doing their paving the same time Piney Point does paving. Before moving forward, the City Attorney recommended a title report be done to determine who owns the property. Not all Council Members were in favor of this project.
- 11. Discuss and take possible action on moving Metro Funds and Capital Budget Funds into General Operating Fund**  
There was discussion that the funds in the Metro and Capital Funds should have been transferred to the General Operating Fund. The Metro Fund had limitations on the use of funds. The City used the money for Metro Projects and remaining funds will be transferred to the General Operating Fund. The Capital Funds remaining were from the paving part on the second Blalock Project. This project was paid out of the General Operating Fund. The City should have been reimbursed at that time. The remaining funds will be transferred to the General Operating Fund. After the transfer, the Metro Fund and the Capital Fund will be closed. Council Member Kollenberg

made a motion to approve revised Ordinance 2020.06.22.10. Council Member Dodds seconded the motion and it passed unanimously.

**12. Discuss and take possible action on the Mayor's monthly report**

Mayor Kobelan reported that 3 Crepe Myrtle's needed to be replaced at Carol Tree Park. Bright Landscaping has submitted a proposal for \$2,616.

**13. Discuss and take possible action on the City Administrator's monthly report, including but not limited to:**

- May 2020 Financials

Council discussed the Financials which also included the Monthly Tax Report. The Current Budget is failing to print on the Financials. Staff will contact technical support to fix this issue. The entire Financials is included in the electronic version of the Agenda Packet.

**14. Discuss and take possible action on four items**

Council Member Kollenberg had the following questions:

- How are we going to handle the PPV Budget? The Mayor is currently working on the Budget. It is near complete. Council Member Herminghaus and Council Member Bender will be assisting with Capital Projects. According to the new tax calendar the Proposed Budget must be submitted by July 17<sup>th</sup>; and the Tax Rate must be set by August 17<sup>th</sup>. Council set July 7, 2020 at 6:30 for the Budget Workshop, by Zoom.
- How are we going to handle Court opening and OCA Guidance? Piney Point Municipal Court is currently postponed to July. Before in-person hearings can be held, Municipal Court must submit a plan to reopen, to the Office of Court Administration (OCA). A flyer has been created to encourage individuals to pay on-line. Municipal Court does not have a plan for in-person hearings currently. There was discussion to have remote hearings, or schedule with other Municipal Courts.
- How are we going to handle meeting access for those reluctant to come in? Council discussed different methods for meeting access. There are citizens who will be hesitant or not feel comfortable attending a meeting in person because of COVID-19 and even after the COVID-19 outbreak is over. If meetings are held virtually, it must allow participants the ability to communicate and share information. Council discussed technology, locations for large meetings and developing guidelines for people who wish to attend in-person meetings.
- How are we going to handle general office opening? There was discussion regarding current policies for visitors at City Hall. The door is currently kept locked. There are signs providing information and drop-off and pick-up boxes at the door. Visitors knock on the door and if allowed entry are required to wear masks. Council discussed developing Back to Work Guidelines for Staff.

**15. Discuss and take possible action on Change Order for Beinhorn/Grecian Way Sanitary sewer**

Council Member Dodds made a motion to approve the Change Order for Beinhorn Drainage and Sidewalk Improvements Project to include the sanitary sewer on Beinhorn and Grecian Way for an increase of \$10,349.94. Council Member Bender seconded the motion and it passed unanimously.

**16. Discuss and take possible action on Request for Authorization to advertise and bid Wilding Lane**

Council Member Dodds suggested the need for another meeting to communicate the proposed drainage and paving improvements project. Council discussed the best method to use to provide residents information regarding the proposal. Council decided a visual aid should be created to describe the project and expectations. Residents will be encouraged to ask questions and voice their concerns. The visual aid will be mailed or emailed. Once questions and concerns are received, a meeting will be scheduled. The City Engineer updated Council on price changes for the gravel path and tree protection.

**17. Discussed take possible action on Revisions to Drainage Plan Criteria**

The City Engineer updated Council on revisions to the City drainage criteria checklists. The revisions provide clarification to items that are commonly commented on during plan reviews. Council Member Thompson made a motion to approve the Revisions to the Drainage Plan Criteria. Council Member Dodds seconded the motion and it passed unanimously.

**18. Discuss and take possible action on the City Engineer's monthly report  
Construction Project Updates**

Surrey Oaks Paving & Drainage Improvements: The City Engineer updated Council. The contractor, RAC requested an extension to the contract deadline. This would move the contract deadline from July 14, 2020 to September 1, 2020. There were delays due to the holidays and boil water notices around the holidays. The water line reconnection work had to take place after the holidays. Council did not decide on the extension. Council will allow an extension to August 1<sup>st</sup>, possibly August 14<sup>th</sup>, and if the complete date is September 1<sup>st</sup> there will be a discussion at the end of the project.

Beinhorn Drainage & Sidewalk Improvements Project: This project is making progress.

North Piney Point Road Rut Repairs: Repairs will begin this week.

**Chuckanut drainage issues and options**

The City Engineer obtained the survey of Chuckanut Lane. Drainage improvements were recommended as part of the 2018 Master Drainage Study Update because of shallow ditch sections and inconsistent driveway culvert flow lines. The survey confirms the inconsistencies mostly closer to the cul-de-sac and easement. Council reviewed, discussed options, and other repairs needed. Council directed the City Engineer to obtain a bid for the minor repair.

**Coloma**

The City Engineer reported to Council that the City received a complaint regarding cracking and sagging pavement at 11311 Coloma Lane.

**On-Going projects**

Piney Point Circle: The City Attorney and City Engineer updated Council. The existing right-of-way appears to encompass all drainage and pavement features except for one corner where the existing ditch extends beyond the existing right-of-way.

**19. Discuss and take possible action on the minutes of the May 18, 2020 Council meeting**



Council Member Herminghaus made a motion to approve the Minutes of the May 18, 2020 Council Meeting. Council Member Bender seconded the motion and it passed unanimously.

20. **Discuss and take possible action on any future agenda items, meeting dates, etc.**
- Budget Workshop: July 7, 2020 6:30 p.m.
  - Pedestrian light to cross Memorial at N. Piney Point. At Carol Tree Park; N. Piney Point to Radney, crossing Memorial
  - Sidewalk repairs

21. **Adjourn**
- Council Member Bender made a motion to adjourn. Council Member Herminghaus seconded the motion and it passed unanimously. The meeting adjourned at 9:40 pm

**PASSED AND APPROVED this 27th day of July 2020**

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**Mark Kobelan**  
**Mayor**

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**Karen Farris**  
**City Secretary**