



City of Piney Point Village

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

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

**THE CITY OF PINEY POINT VILLAGE
SPECIAL COUNCIL MEETING
ECCLESIA CHURCH, 325 PINEY POINT ROAD
MONDAY, SEPTEMBER 14, 2020, 6:00 PM**

**NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY
OF PINEY POINT VILLAGE WILL HOLD A SPECIAL MEETING ON
MONDAY, SEPTEMBER 14, 2020 AT 6:00 P.M. IN PERSON AT
ECCLESIA CHURCH, 325 PINEY POINT ROAD AND
VIA ZOOM TO DISCUSS THE AGENDA ITEMS LISTED BELOW.**

**ZOOM Special City Council Meeting
September 14, 2020 06:00 PM**

Meeting ID: 884 841 6839

Dial by Location: (Houston) +1 346 248 7799 Passcode: 378690901

**Join Zoom Meeting
Meeting ID: 884 841 6839**

Passcode: 3786960901

**Dial by your location
+1 346 248 7799 US (Houston)**

**One tap mobile
+13462487799,,8848416839#,,,,,0#,,3786960901# US (Houston)
+16699006833,,8848416839#,,,,,0#,,3786960901# US (San Jose)
Find your local number: <https://us02web.zoom.us/j/8848416839>**

DECLARATION OF QUORUM AND CALL TO ORDER

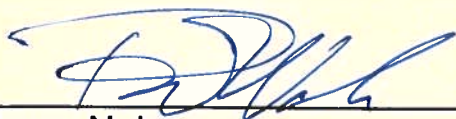
PLEDGE OF ALLEGIANCE

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 Adoption of Ordinance 2020.09.14A approving the 2021 Budget.
2. Discuss and Take Possible Action on the Adoption of Ordinance 2020.09.14B approving the 2020 Tax Rate.
3. Discuss and Take Possible Action on the purchase of Design Projections AV system for Piney Point City Hall
4. Discuss and Take Possible Action of requesting the Planning Commission to review Certificates of Occupancy, non-conforming buildings and structures, landscaping plans, fences and walls in required yards and rear yards, streets with setbacks of less than 50'
5. Discuss and take possible action on any future agenda items, meeting dates, etc.
6. Adjourn

CERTIFICATION

I certify that a copy of the September 14, 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 September 11, 2020.



Roger Nelson
City Administrator

In compliance with the Americans with Disabilities Act, the City of Piney Point Village will provide for reasonable accommodations for persons attending City Council meetings.

This facility is wheelchair accessible and accessible parking spaces are available. To better serve you, your requests should be received 48 hours prior to the meeting. Please contact Karen Farris, City Secretary, at 713-782-0271. The City Council reserves the right to adjourn into a Closed Executive Session at any time under the Texas Government Code, Section 551.071, to consult with an attorney.

ORDINANCE NO. 2020.09.14A

AN ORDINANCE OF THE CITY OF PINEY POINT VILLAGE, TEXAS, APPROVING THE BUDGET AND MAKING APPROPRIATIONS FOR SUPPORT OF THE CITY GOVERNMENT BEGINNING JANUARY 1, 2021 AND ENDING DECEMBER 31, 2021

WHEREAS, the Mayor has prepared and submitted to the City Council a budget estimate of the expenditures and revenues of all funds of the City for the fiscal year beginning January 1, 2021 and ending December 31, 2021, which has been considered and reviewed by the City Council and should be approved; and

WHEREAS, after due publication of notice as provided by law, a public hearing regarding the budget was held on September 14, 2020.

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

1. That the budget prepared and submitted by the Mayor to the City Council for the fiscal year beginning January 1, 2021 and ending December 31, 2021 is approved.
2. That the sum of \$5,613,343.00 is hereby appropriated out of the General Fund for payment of operating expenses and maintenance expenditures of the City of Piney Point Village, Texas, as set forth in detail in the budget.
3. That the sum of \$1,333,692.00 is hereby appropriated out of the Debt Service Fund for re-payment of debt of the City of Piney Point Village, Texas, as set forth in detail in the budget.

The above and foregoing Ordinance was duly introduced on the motion of Council Member _____, seconded by Council Member _____, and by a vote of ___ for and ___ against, was duly adopted and ordered filed this the 14th day of September, 2020.

Mark Kobelan, Mayor

ATTEST:

Karen Farris, City Secretary

ORDINANCE NO. 2020.09.14B

AN ORDINANCE OF THE CITY OF PINEY POINT VILLAGE, TEXAS, PROVIDING FOR THE LEVY AND COLLECTION OF AD VALOREM TAXES OF THE CITY OF PINEY POINT VILLAGE, TEXAS FOR THE YEAR 2020; PROVIDING THE DATE ON WHICH SUCH TAXES SHALL BE DUE AND PAYABLE; PROVIDING FOR PENALTY AND INTEREST ON ALL TAXES NOT TIMELY PAID; PROVIDING FOR SEVERABILITY; AND REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES INCONSISTANT OR IN CONFLICT HEREWITH.

WHEREAS, Section 26.05 of the Texas Property Tax Code provides that before the later of September 30th or the 60th day after the date the City receives the certified appraisal roll the City Council shall adopt a tax rate for the current tax year; and

WHEREAS, Section 26.05 of the Texas Property Tax Code further provides the where the tax rate consists of two components (one which will impose the amount of taxes needed to pay the City's debt service and the other which will impose the amount of taxes needed to fund maintenance and operation expenditures for the next year), each of such two components must be approved separately; and

WHEREAS, the proposed tax rate for the current tax year of the City of Piney Point Village, Texas, consists of two such components, a tax rate of \$0.04898 for debt service and tax rate of \$0.20616 to fund maintenance and operation expenditures; now, therefore

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PINEY POINT VILLAGE, STATE OF TEXAS:

Section 1. The facts and matters set forth in the preamble of this Ordinance are found to be true and correct and are hereby adopted, ratified, and confirmed.

Section 2. There is hereby levied for tax year 2020, to fund the City's fiscal year 2021 municipal budget, an ad valorem tax at the total rate of \$0.255140 on each One Hundred Dollars (\$100.00) of assessed valuation on all property, real, personal, and mixed, within the corporate limits of the City, upon which an ad valorem tax is authorized by law to be levied by the City of Piney Point Village, Texas. All such taxes shall be assessed and collected in current money of the United States of America.

Section 3. Of the total tax levied in Section 2 hereof, \$0.20616 is levied to fund maintenance and operation expenditures of the City for the fiscal year 2021.

Section 4. Of the total tax levied in Section 2 hereof, \$0.04898 is levied for the purpose of paying the interest on bonds, warrants, certificates of obligation, or other lawfully authorized evidence of indebtedness issued by the City of Piney Point Village, Texas, including the various installments of principal due on the serial bonds, warrants, certificates of obligation,

or other lawfully authorized evidence of indebtedness issued by the City, as such installments shall respectively mature in the fiscal year 2021.

Section 5. All ad valorem taxes levied hereby, in the total amount of \$0.255140 on each One Hundred Dollars (\$100.00) of assessed valuation, as reflected by Sections 2, 3, and 4 hereof, shall be due and payable on or before January 31, 2021. All ad valorem taxes due the City of Piney Point Village, Texas, and not paid on or before January 31st following the year for which they were levied, shall bear penalty and interest as prescribed in the Texas Tax Code.

Section 6. 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 the 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 7. All ordinances and part of ordinance in conflict herewith are, to the extent of such conflict, hereby repealed.

PASSED, APPROVED, AND ADOPTED on the first and final reading this 14th day of September, 2020.

Mark Kobelan, Mayor

ATTEST:

Karen Farris
City Secretary



DATA PROJECTIONS

City of Piney Point - Board Room AV Addition

Quote # 007013
Version 1

Prepared for:

City of Piney Point

Joel Bender
Joel.Bender@cactuswellhead.com



DATA PROJECTIONS

3700 W. Sam Houston Pkwy S.
Suite 525
Houston, Texas 77042
www.dataprojections.com
713.781.1999

Wednesday, August 26, 2020

City of Piney Point
Joel Bender
7676 Woodway
Suite 300
Houston, TX 77063
Joel.Bender@cactuswellhead.com

RE: City of Piney Point - Board Room AV Addition

Dear Joel,

Thank you for allowing Data Projections the opportunity to present this solution for the City of Piney Point.

As a leading audio visual communications design/build firm, Data Projections is uniquely qualified for a project of this scope. Our experience includes solutions for:

- Multipurpose rooms and auditoriums equipped with large-venue audio visual technology solutions
- Videoconferencing systems incorporating control and complete room collaboration, allowing for on-demand decision making and communication among remote locations
- Conference, board rooms and training rooms of all shapes and sizes
- Digital signage implementations across enterprise, university, and district campuses for immediate message distribution
- Operation Center's (NOC's, EOC's, SOC's) audio visual command and control systems
- College and university classrooms, lecture halls and labs
- Individual school classrooms to entire districts
- And many more unique applications

Because we partner with the best technology companies in the industry, we're able to provide a wide range of comprehensive solutions built around the specific needs of our customers, while taking into account the technical, capital and logistical factors involved in each project and solution.

Rapid and effective communication is key to staying ahead of the competition. Better communication leads to better decisions - and better results. How do you maintain consistent communication across your organization as well as external audiences? Data Projections' team of professionals will keep you simply connected.

Kind regards,

Sandy Hill
Director of Business Development
Houston



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Executive Summary

Functionality Description:

The City of Piney Point is looking for a solution to utilize in their board room for streaming meetings via Zoom for remote viewers that supports the audio and video in the room.

Project Location:

7676 Woodway Suite 300
Houston, TX 77063

Project Onsite Point of Contact:

Joel Bender
(Direct)
(Mobile)
Joel.Bender@cactuswellhead.com

System Description and Project Scope of Work:

City of Piney Point – Portable Video Conference Solution with additional Audio

Recommendations:

Data Projections, Inc. is recommending a mobile solution with a 75" Clevertouch with a Poly Studio camera/ microphone and computer to showcase the Dais during meetings. DPI also suggests an additional audio solution at the dais to ensure the remote audience can hear effectively the board members and any speakers at the podium in the front of the room.

Project Scope:

Data Projections (DPI) will assemble the Conen cart with a shelf above for the Poly Studio.

DPI will install a 75" Clevertouch with i7 PC. A Zoom Room license will be required and purchased separately by City of Piney Point.

DPI will install a Poly Studio – speaker bar with camera and mic above the display.

DPI will install a Poly Trio 8800 with expansion mics on the dais for additional audio support. DPI will configure the Trio to control the Zoom meeting.

DPI will install a Crestron wallplate to connect to a new distribution amp to duplicate the image on all



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Executive Summary

screens in the room (4 screens already mounted around the top of the room).

DPI will cable manage the cart and will have a network cable and power cord for connection to the system to run the meetings.

- 1 - Clevertouch 75" UX Pro
- 1 - Conen Mobile Mount
- 1 - Poly Trio 8800 with expansion mics
- 1 - Poly Studio Bar
- All Cables and Connections

Exclusions

The following work is **not included** in our Scope of Work:

- All conduit, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration.
- Necessary gypsum board replacement and/or repair.
- Necessary ceiling tile or T-bar modifications, replacements and/or repair.
- All millwork (moldings, trim, cut outs, etc.).
- Patching and Painting.
- Permits (unless specifically provided for and identified within the contract).

Construction Considerations

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by Data Projections. The costs associated with these modifications are not included in this proposal.

Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
	Interactive Flat Panel with i7 PC			



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Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Clevertouch	15475UXPR OUS UX PRO Series High Precision 75"	\$3,300.00	1	\$3,300.00
Clevertouch	1521061US Clevertouch OPS PC Module - i7 for new Impact Plus or UX Pro	\$2,045.31	1	\$2,045.31
Cart with Shelves				
Conen	SCETAC-K CONEN Motorized Height Adjustable Cart - Display Range from 42" to 100" [C shaped base] Available Q2 2019	\$1,248.75	1	\$1,248.75
Audio for Dais				
POLYCOM INC.	2200-66070-019 POLY TRIO 8800 IP CONF. PHONE FOR SKYPE FOR BUSINESS ONLINE/ ON-PREM W/POLY UCS	\$1,139.29	1	\$1,139.29
POLYCOM INC.	2200-65790-001 EXPANSION MICROPHONE KIT FOR POLY TRIO 8800/8500. INCL. TWO EXPANSION MICROPHONE	\$297.41	2	\$594.82
POLYCOM INC.	7200-23490-001 POWER KIT,TRIO 8800,NA	\$133.79	1	\$133.79
Video Conference Camera with Speaker				
POLYCOM INC.	7200-85830-001 STUDIO: AUDIO/VIDEO USB SOUNDBAR, WITH AUTO-TRACK 120 FOV 4K CAMERA, USB STEREO	\$913.41	1	\$913.41
Cables and Connections				
Crestron	CBL-HD-6 Crestron Certified HDMI Interface Cable, 18 Gbps, 6 ft (1.8 m)	\$31.25	1	\$31.25



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Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Crestron	CBL-HD-12 Crestron Certified HDMI Interface Cable, 18 Gbps, 12 ft (3.6 m)	\$43.75	1	\$43.75
Crestron	CBL-HD-30 Crestron Certified HDMI Interface Cable, 10.2 Gbps, 30 ft (9.1 m)	\$87.50	3	\$262.50
Crestron	DM-CBL-ULTRA-PC-20 DigitalMedia Ultra Patch Cable, 20 ft (6 m)	\$43.75	1	\$43.75
Liberty-Wire-and-Cable	P13A-15P-15R-25 POWER CORD EXT 5-15P-R 13A 25'	\$12.25	1	\$12.25
Crestron	DM-TX-4KZ-100-C-1G-B-T DigitalMedia 8G+ 4K60 4:4:4 HDR Wall Plate Transmitter, Black	\$625.00	1	\$625.00
Crestron	DM-RMC-4KZ-100-C DigitalMedia 8G+ 4K60 4:4:4 HDR Receiver & Room Controller 100	\$562.50	1	\$562.50
Crestron	PW-2407WU Wall Mount Power Pack, 24 VDC, 0.75 A, 2.1 mm, Universal	\$43.75	1	\$43.75
Crestron	HD-DA4-4KZ-E 1:4 HDMI Distribution Amplifier w/4K60 4:4:4 & HDR Support	\$343.75	1	\$343.75
Maintenance for Poly - not required by highly recommended				
GoldSeal Polycom	4870-85830-160 PARTNER PREMIER, ONE YEAR, POLYCOM STUDI	\$93.75	1	\$93.75
GoldSeal Polycom	4870-66070-160 PARTNER PREMIER, ONE YEAR, POLYCOM TRIO 8800 IP CONFERENCE PHONE	\$37.50	1	\$37.50

Subtotal: **\$11,475.12**



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Room 1 Services

Product Details	Ext. Price
Installation Labor	\$3,150.00
Design/Engineering	\$600.00
Project Management	\$500.00
Programming Labor	\$700.00
Subtotal: \$4,950.00	

Miscellaneous Materials

Product Details	Ext. Price
Miscellaneous Materials	\$688.50
Subtotal: \$688.50	

Service & Maintenance

Product Details	Ext. Price
Service & Maintenance	\$688.51
Subtotal: \$688.51	



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City of Piney Point - Board Room AV Addition

Prepared by:
Houston
Sandy Hill
(832) 726-1917
Fax 713.781.3338
shill@dataprojections.com

Prepared for:
City of Piney Point
7676 Woodway
Suite 300
Houston, TX 77063
Joel Bender

Quote Information:
Quote #: 007013
Version: 1
Delivery Date: 08/25/2020
Expiration Date: 10/02/2020

Joel.Bender@cactuswellhead.com

Quote Summary

Description	Amount
Room 1 - Hardware	\$11,475.12
Room 1 Services	\$4,950.00
Miscellaneous Materials	\$688.50
Service & Maintenance	\$688.51

Subtotal: **\$17,802.13**
Shipping: **\$401.60**
Estimated Tax: **\$1,501.81**
Total: \$19,705.54

Payment Options

Description	Payments	Interval	Amount
Payment Options			
Net 30	1	One-Time	\$19,705.54

Other service options available. Contact your sales representative.

By signing this agreement, you are accepting our Terms and Conditions. This does not negate the need for a purchase order or any other purchasing requirement which your company necessitates. Data Projections reserves the right to require a customer down payment/deposit contingent on the creditworthiness of the customer.



**DATA
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713.781.1999

Houston

Signature: _____

Name: Sandy Hill

Title: Director of Business Development

Date: 08/25/2020

City of Piney Point

Signature: _____

Name: Joel Bender

Date: _____



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Statement of Performance

TERMS AND CONDITIONS

Notice

This Scope of Work is delivered on the basis of the following Assumptions:

- Site preparation by the Customer includes electrical, wall reinforcement, telephone and data network infrastructure placement per Data Projections specification.
- All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by Data Projections project manager.
- In Room(s) where installation is to be completed are to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation time frame may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
- The project schedule must allow for sufficient time for completion of all installation and final testing of systems prior to occupancy of the site. If sufficient time is not allowed, Data Projections will be held harmless for systems that do not meet requirements. In this case, all costs associated with completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Client. Unless otherwise stated, the installation shall be scheduled contiguously from start to finish. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this SOW. If notification is made after initial acceptance of this SOW, Change Management Procedure section following shall be implemented and additional charges may apply. Data Projections reserves the right to revise the proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available at the time of that the original proposal was issued.
- Data Projections reserves the right to substitute equipment of similar specifications should any of the specified equipment be unavailable at time of order from the manufacturer. This will be done in an effort to maintain the completeness of the proposed audiovisual system and meet the anticipated installation schedule. Data Projections will notify the client in the event there is a need for any equipment substitutions.
- There is secure storage for equipment during a multiple-day integration. If secure storage is not available for the duration of the multiple day integration period, Data Projections reserves the right to; delay the installation until secure storage is available which could result in project completion delays and additional storage and delay fees; payment in full for the materials and equipment that cannot be secured thus constituting transfer of ownership and relieving Data Projections of its responsibility and liability for security and protection of said materials and equipment against damage and theft.
- If Customer furnished equipment and existing cabling is to be used, Data Projections assumes that these items are in good working condition and will integrate into the designed solution. Any repair, replacement



Statement of Performance

and/or configuration of these items that may be necessary will be made at an additional cost.

- All Network configurations including IP addresses are to be provided, operational and functional before Data Projections' integration begins. Data Projections will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on touch panel layout / correspondence will be completed by the Customer within two business days. {unless otherwise noted}

Integration Project Management Processes

Data Projections will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Needs Analysis – performed prior to Scope of Work
- Project Welcome Notice – emailed upon receipt of Purchase Order/Notice to proceed
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status updates – informal or formal – either by phone, email or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals
- Substantial Completion – Customer walk-through and user acceptance training – prior to Service transition (if purchased)

User Acceptance Training

This is geared specifically towards the end-user / operator. The purpose of this training is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system.

Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut Down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required



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Statement of Performance

Change Management Procedure

Any changes to the Scope of the project that effect the contractual value of the project must be in writing signed by the Customer and an authorized representative of Data Projections, Inc. Oral changes to the project scope, equipment or materials shall not be binding upon the parties. Changes may impact the ability of Data Projections, Inc. to deliver the desired solution per the original terms of the Contract. After acceptance of this Scope of Work, such signed and approved change orders will be incorporated by reference into and become part of this Contract and will be processed in accordance with the Change Management Procedure detailed below.

Proprietary Notice

This proposal contains confidential information and intellectual property of Data Projections and may be legally privileged. Recipient agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for evaluation of its contents.

Payment Schedule

The total for this proposal/project is presented as a "not to exceed" unless Data Projections and the "client" agree to add hardware, software or functionality not specifically addressed in this Statement of Work/Executive Summary. The payment schedule outlined in the Payment Options section is contingent on the established line of credit approved by the company. If credit terms are extended, the standard terms are NET 30 days. If credit terms are not requested or extended, payment will be required in full before hardware is ordered or installation dates are scheduled.

Returns

The approval of product returns is at the discretion of Data Projections and requires a return authorization number. Products that are defective will be repaired, replaced or credited in accordance with the manufacturer's warranty. Goods returned for reasons other than warranty or defect must be in original, undamaged and untarnished condition and must include all original packaging, documentation and accessories. Restocking fees may apply to the items being returned. Any custom ordered products cannot be returned. Please consult Data Projections for additional details.

Warranty

All new equipment provided by Data Projections includes each manufacturer full warranty from the date of invoice. Data Projections will honor all warranty requirements as depot service. Any additional fees outside the manufacturer warranty will be charged accordingly. Data Projections supplies a 90-day workmanship warranty from the date of completion of said system, unless superseded by an extended warranty, service agreement and/or preventative maintenance agreement. Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.

Indemnification

Data Projections agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, director and employees (Collectively , Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Data Projections' negligent performance of professional services



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Statement of Performance

under this Agreement and that of its subcontractors or anyone for whom Data Projections is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Data Projections, its officers, directors, employees and sub-consultants (collectively, Data Projections) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Data Projections shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

No Hire Policy

During the term of the Contract, and for a period of one (1) year after the termination of the Contract, or the completion of the Project, whichever is later, the Client agrees that it will not directly solicit the employment of any individual that was employed by Data Projections during the term of the Contract. In the event Client breaches this provision, the parties agree that it would be difficult to establish the precise amount of damages incurred by Data Projections as a result of such conduct, and therefore the parties agree that immediately upon hiring said individual, Client shall pay to Data Projections an amount equal to 50% of the gross annual salary or wages paid to the individual in question during the twelve months prior to the termination of that individual's employment with Data Projections. This fee shall not apply if the individual responds to a general employment advertisement through newspapers, on-line job boards or postings, agencies, open house, or job fairs.

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 45 days of the issuance of the Temporary Certificate of Occupancy. Furthermore, the property owner and builder agree that for each day beyond the 45 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.

- 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 45 day Temporary Certificate of Occupancy period or within any subsequently approved 30 day extension period, if applicable. Such request must be in writing and on a form approved by the City. The City Administrator shall consider any such request and approve or deny such request. The City Administrator'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.

- g. A property owner and builder have the burden to establish that extraordinary events have occurred that prevented the timely compliance with the 45 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. 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.

Mark Kobelan
Mayor

ATTEST:

Karen Farris
City Secretary

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 and structures.

(a) *Continuance of nonconforming buildings and structures.* Subject to the limitations herein set forth, any nonconforming building or structure, lawfully existing, may be occupied and maintained in good repair, but may only be enlarged or extended as follows.

- 1) A nonconforming main building, excluding any portion of an accessory building or structure, may be enlarged or extended into a yard in manner that is equal to or less than the setback established by the nonconforming main building.

2) A nonconforming main building that is extended into a yard must otherwise comply 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.

ATTEST:

Mark Kobelan
Mayor

Karen Farris
City Secretary

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.

Mark Kobelan
Mayor

ATTEST:

Karen Farris
City Secretary

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 PARAGRAPHS (1) AND (2) OF SUBSECTION (c) OF SECTION 74-244 IN ITS ENTIRETY AND ADDING NEW PARAGRAPHS (1) AND (2) OF SUBSECTION (c) OF SECTION 74-244, ESTABLISHING REGULATIONS FOR THE SIZE OF FRONT AND SIDE YARDS IN GENERAL, ON SPECIFIC STREETS, AND BASED ON LOT SIZE; 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 adequate setbacks to comply with the setback regulations established for the City, however, certain lots are smaller and nonconforming and certain identified streets are platted and improved at a lesser front and side yard setbacks; and

WHEREAS, the City Council desires to establish setbacks on those identified nonconforming lots and 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 Paragraphs (1) and (2) of Subsection (c) of Section 74-244 be deleted in its entirety and new Paragraphs (1) and (2) 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, Calico Lane, Gingham Drive, and Jan Kelly Lane shall have a depth of not less than 40 feet. Surrey Oaks Lane, Dana Lane and 501, 502, 505, 510, 517, 518, 525, 526, 533, 534, 541 and 542 Lanecrest Lane shall have a depth of not less than 25 feet.
- (2) *Side yards.* There shall be two side yards on each lot, neither of which shall be less than 15 percent of the lot width at the building line; provided, however, in no event shall a side yard be less than 15 feet or be required to be more than 30 feet. Notwithstanding, Surrey Oaks Lane, Dana Lane and 501, 502, 505, 510, 517, 518, 525, 526, 533, 534, 541 and 542 Lanecrest Lane shall have a side yard setback of 10 feet.”

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.

Mark Kobelan
Mayor

ATTEST:

Karen Farris
City Secretary

Landscaping Plan, as required by Section 74-245(3)

- 1) Landscaping plan prepared by a professional must be submitted to the city for approval.
This must include orientation and specify the type, spacing and the size of the plantings per the pre-approved plantings in Exhibit A. Irrigation is mandatory. Planting in the city right of way is permissible.
- 2) Plantings not included in the pre-approved plantings list must be approved by the City's Urban Forester during the fence permit process. In the event the Urban Forester is unavailable, the Chairperson of the City of Piney Point Beautification Committee can authorize plantings not on Exhibit A.
- 3) Plantings shall not include any of the following varieties, unless otherwise included on the Exhibit A, or the property owner already maintains these specific varieties on the property and additional plantings are in keeping with a desired aesthetic:
 - Plants considered invasive to Houston-Texas Gulf Coast Region (reference Pg. 16 *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 Pgs. 640-643, *A Garden Book for Houston and the Texas Gulf Coast*, River Oaks Garden Club, Fifth Edition, 2013
 - Any vines that propagate by re-seeding
 - Thorny varieties
- 4) Before and after photos must be provided at final permit inspection.
- 5) Regular maintenance is required at the owner's expense. This includes the City right of way if part of the approved landscaping plan.
- 6) Plantings in the City right of way that must be removed due to a City or public work's project must be replaced at the owner's expense per the originally approved landscaping plan within 60 days of the project's completion.

- 7) On or before 3 year after obtaining the permit, privacy plantings must shield a minimum of 80 percent of the wooden fence's surface area from view from the adjacent city road or private street.
- 8) Residents will be required to acknowledge in writing that they are aware of the ordinance and maintenance requirements, and that they will abide by such requirements.