



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 REGULAR COUNCIL MEETING MONDAY, NOVEMBER 23, 2020

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE WILL HOLD A REGULAR MEETING ON MONDAY, NOVEMBER 23, 2020 AT 6:30 P.M. AT CITY HALL, 7676 WOODWAY, SUITE 300, HOUSTON, TEXAS TO DISCUSS THE AGENDA ITEMS LISTED BELOW.

NOVEMBER 23, 2020 6:30 P.M MEETING WILL BE HELD VIRTUALLY THROUGH THE USE OF ZOOM. THE DIAL IN NUMBER IS: 884-841-6839 with additional information.

Join Zoom Meeting

<https://us02web.zoom.us/j/8848416839?pwd=RURyandMc3Bc3BaZE5YZTR0d2p0ZDlXZz09>

Meeting ID: 884 841 6839

Passcode: 3786960901

One tap mobile

+13462487799,,8848416839,,,,,0#,,3786960901# US(Houston)

+13462487799,,8848416839,,,,,0#,,3786960901# US(San Jose)

Dial by your location

+1 346 248 7799 (Houston)

+1 669 900 6833 (San Jose)

+1 253 215 8782 (Tacoma)

+1 312 626 6799 (Chicago)

+1 929 205 6099 (New York)

+1 301 715 8592 (Germantown)

Meeting ID: 884 841 6839

Passcode: 3786960901

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 MVPD monthly report
2. Discuss and take possible action on the VFD monthly report
3. Discuss and take possible action on VFD Facility Renovations – Resolution 2020.11.1
4. Discuss and take possible action on Resolution 2020.11.2 Eminent Domain on Piney Point Circle
5. Discuss and take possible action on Lights for City Pick-up Truck
6. Discuss and take possible action on Paperless Court
7. Discuss and take possible action on Migration to Incode 10
8. Discuss and take possible action on Small Cities Assistance Program
9. Discuss and take possible action on Declaration of Local State of Emergency
10. Discuss and take possible action on Resolution 2020.11.3 Regarding Declared State of Disaster – COVID-19
11. Discuss and take possible action concerning the options for replat of a non conforming lot
12. Discuss and take possible action on the Mayor’s monthly report, including but not limited to:
 - Landscaping on Memorial Drive to San Felipe
13. Discuss and take possible action on the City Administrator’s monthly report including but not limited to:
 - October 2020 Financials
14. Discuss and take possible action on a revision to Chapter 34 of the City’s flood Ordinance as recommended by Harris County
15. Discuss and take possible action on Phase 2 of the City Wide Restriping Project
16. Discuss and take possible action on the City Engineer’s monthly report

17. Discuss and take possible action on the minutes of the October 26, 2020 Council meeting
18. Discuss and take possible action on any future agenda items, meeting dates, etc.
19. Adjourn

CERTIFICATION

I certify that a copy of the November 23, 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 November 20, 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.



**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 November 9, 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/98494903138?pwd=OW9tVlFOeDVJZGtZalkxMko4WXZKQT09>

**ID: 984 9490 3138
PW: 350803**

b) DIALING THE FOLLOWING TOLL-FREE NUMBER:

1+346-248-7799 (Houston) and entering the Meeting ID: 984 9490 3138 and password 350803

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

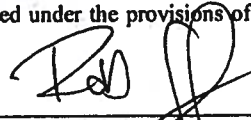
- a. Citizen Comments – At this time, any person may speak to the Police Commission. In compliance with the Texas Open Meetings Act, if a member of the public comments or inquires about a subject that is not specifically identified on the agenda, the Police Commission may only respond by giving a statement 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 October 12, 2020 and October 22, 2020 minutes.
- c. Financial Report - Update, discussion and possible action.
 1. FY20 Budget Review and Discussion.
- d. New Business – Update, discussion and possible action.
 1. Blue Cross & Blue Shield provided premium credits from the October medical premiums to fully insured customers. Consideration and possible action to authorize prorated reimbursements to employees from the premium credits received by the Department.
- 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.

2.1 Rules of Conduct – Updated policy to include “Duty to Intervene” – requires review/approval by Police Commission

- 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. Legal advice from the Commission’s attorney regarding pending claims against the Department.
- h. Consideration and possible action on a request from Officer Jolivet for appeal from the October 22, 2020 decision of the Commission, finding that he violated departmental policy and taking disciplinary action against him.
- i. 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: 11/3/2020 @ 11981 Memorial Drive at 2:10 p.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.mvpx.org.



MEMORIAL VILLAGES POLICE DEPARTMENT
Minutes of the Police Commission Meeting
October 12th, 2020, 6:00 p.m.

A quorum was established, and Commissioner Hamilton called the October 12th, 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 Reichek

City of Bunker Hill

Commissioner Smyre
Commissioner Murphy
Alt. Commissioner Rosenbaum

Legal Counsel

John Hightower/ Keila Garcia

From Memorial Village PD

Chief of Police, Raymond Schultz
Finance Manager, Victoria Bowman
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 will be available to the public in accordance with the Open Meetings Act upon written request. 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 Rosenbaum to approve the September 14, 2020 minutes as presented. The Commission voted unanimously to approve the minutes.

c. Financial Report

Mrs. Bowman stated that at the conclusion of the third quarter of the fiscal year the department has received 83% of the appropriation and has expended 71%. At this time last year expenditures totaled 69%. There are no major changes to discuss when compared to last month. The department received \$1,700 for sale of 27 Taser units which was deposited into the General Fund. We also received a small check in the amount of \$21.64 which was for the sale of obsolete equipment, this was deposited into the Capital Assets Fund.

Mrs. Bowman stated that she wanted to correct a statement that she made last month related to Hurricane Harvey. We are still owed the second half of the expedited funds from Hurricane Harvey, the total of which is \$47,269, which was signed off on last week.

d. New Business

1. MergerTree QBR September 2020 – Annual Review of IT systems report.
2. Fleet Inventory Report and 2021 Vehicle Purchases – Annual Review.

Chief Schultz presented the new business, starting with the MergerTree evaluation of IT systems.

The servers are near capacity at 98% and end of life. We determined that significant portions of the storage are video archive files that are old enough that they can be deleted, freeing up approximately 1.4TB of memory. We also found duplicates of HR's backup of files that we will be able to reduce by half. These changes will allow us to re-purpose the server for a small cost and we hope to have that done by the end of the year or beginning of the new year.

The main Domain Server downstairs will eventually have to be replaced, probably coming forward in the 2022 budget with a request of \$12K. The computer replacements for 2020 are being finished up, there are 6 new CPU's going to Admin, Detective and Dispatch positions.

The fleet inventory report reflects that three vehicles are out at auction and will come off inventory once sold, and the three new vehicles are at the up fitters. The average mileage on the vehicles is up slightly due to the delay in getting the new vehicles which are taking a little longer to arrive due to COVID-19.

The FY21 budget includes funds for the replacement of three vehicles, and the department proposes replacing 2 Dodge Durango's for patrol and 1 Chevy Tahoe (oldest Sergeant vehicle). These replacement vehicles are available on the Texas Buy Board, if we placed that order now, it would not be received until after the first of the year at which time the 2021 budget will be in place. The total cost of the new vehicles will be approximately \$171K, which is within the budgeted capacity.

Motion was made by Commissioner Southwick and seconded by Commissioner Smyre to allow Chief Schultz to commence the process of placing the order for the three vehicles now from the State Buy Board. The Commission voted unanimously to approve the motion.

e. Chief's Updates

Chief Schultz presented his monthly report. September slowed down quite a bit and traffic continues to stay slow. We had 8,331 calls/incidents, 7,517 house watches, 43 traffic stops with 53 citations, resulting in 95 violations. There were 6 emergency response calls with an average response time of 3:33.

There were no crimes against persons and 18 crimes against property. We had 27 new V-LINC registrations. The biggest issue we are having are fraudulent Texas Workforce Commission Unemployment Claims being filed against individuals and CARES Act SBA Loans being opened in resident's names.

We have completed the 2020 MOE training cycle for all of our employees, and we have also made the first assignments utilizing our new online training platform. The mandatory classes are De-Escalation Tactics for all the officers as well as COVID-19 for Law Enforcement personnel.

We had an emergency repair for the building DVR CTV system as one of the recorders went out. Video footage for all jail cells, booking room and sally port were not working. The cost was \$2,900 and was approved by Chairman Hamilton, the system is back up and running. Chief Schultz stated that there have been a lot of enquiries related to Election Day Prep, and showed a PowerPoint presentation on the concerns; Parking, Aggressive Poll Watchers, Video Cameras, Cell Phones, Harassment/Intimidation, Someone already voted using voter's information, Social Distancing, Trespassing, Megaphones/Noise.

f. Follow Up Item from a Previous Meeting

1. 2.1 Rules of Conduct – Updated policy requires review/approval by Police Commission

The policy proposal has not been finalized, so it should be added to the agenda for next month.

At 7:03 p.m. Commissioner Hamilton stated that the Commission would move into Executive Session under both the legal and the personnel Texas Governmental codes §551.071 and §551.074.

g. Executive Session

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

The Commission reconvened into Public Session at 9:08p.m. Commissioner Hamilton stated that no action was taken during Executive Session.

h. Suggestions for future agenda items

1. 2.1 Rules of Conduct – Updated policy requires review/approval by Police Commission

Motion was made by Commissioner Murphy and seconded by Commissioner Johnson to adjourn the meeting at 9:10p.m. 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
Minutes of the Special Police Commission Meeting
October 22nd, 2020, 6:00 p.m.

A quorum was established, and Commissioner Hamilton called the October 22nd, 2020 meeting to order at 6:00 p.m. both in-person and via Zoom Teleconference, the toll-free number used for the meeting was 1-346-248-7799. The Commission meeting was conducted at the Hunters Creek City Hall.

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/ Kaela Olson

From Memorial Village PD

Chief of Police, Raymond Schultz
Office Manager, Maureen Loud
Patrol Officer, Charles Jolivet

Guests

Ray Viada - Attorney
R. Scott Poerschke - Attorney
Richard W. Carter - Attorney
Unknown - Attorney

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.

a. Citizen Comments

None.

b. Discussion & Possible action to Amend the Department's Sick Leave Policy

Following a short discussion, motion was made by Commissioner Murphy and seconded by Commissioner Southwick to approve the Proposed Resolution and changes to the sick leave policy as presented. The Commission voted unanimously to approve the motion.

c. Discussion & Possible Action on the Police Chief's Recommendation that the Commission take Disciplinary Action against Officer Charles Jolivet for Violation of Departmental Policies

At 6:10 p.m. Commissioner Hamilton stated that the Commission would move into Executive Session to receive legal advice under Texas Government Code §551.071 and §551.074.

The Commission reconvened into Public Session at 6:26p.m. The Commission provided Officer Jolivet an opportunity to conduct the hearing in Executive Session to protect his privacy, but he declined. The Commission proceeded in open session.

Commissioner Hamilton announced that the order of proceedings would start with Chief Schultz's presentation, followed by Officer Jolivet's, and then a reply, if any, by Chief Schultz. Commissioner Hamilton indicated that members of the Commission would be permitted to ask questions as they deem appropriate.

Chief Schultz made a presentation, which included, among other things, a description of the investigation, the interviews with Officer Jolivet, and a video presentation of the incident. Chief Schultz set forth his belief that Officer Jolivet had violated three Department Policies: (1) Safe Vehicle Operations (Section 7.02 IV.A.2); (2) Failure to report damage to City property (Section 1.07 IV. A.4); and (3) Truthfulness. (Section 2.1 V.C.6). Chief Schultz described the Department's Chart of Sanctions and indicated that he recommended sanctions as follows: (1) a written reprimand for violation no. 1; (2) a verbal reprimand for violation no. 2; and (3) 36-hour suspension without pay, for violation no. 3.

Scott Poerschke, counsel for Officer Jolivet, presented his client's position. After describing certain allegations that Officer Jolivet has made against the Department and certain of its Officers, Mr. Poerschke set forth his arguments that Officer Jolivet had not seen the video recording of the incident prior to making his statement and that Officer Jolivet's statement represented the truth as he perceived it at the time. Mr. Poerschke also argued, among other things, that the Department had failed to provide Officer Jolivet with the appropriate notice of the charges against him and that the proposed punishment was excessive relative to other Department decisions.

Chief Schultz made a brief argument in rebuttal.

After Officer Jolivet agreed to permit the Commission to conduct its deliberations in Executive Session, at 8:11, the Commission commenced Executive Session pursuant to section §551.071. The Commission reconvened into Public Session at 8:48 p.m., having taken no action during Executive Session.

Motion was made by Commissioner Murphy and seconded by Commissioner Southwick to find that Officer Jolivet violated Section 7.02 IV.A.2., Section 1.07 IV. A.4 a, and Section 2.1 V.C. 6 of the Departmental policy manual and to impose a written reprimand for violation no. 1 a verbal reprimand for violation no. 2 and a 32-hour suspension without pay, for violation no. 3. The Commission voted unanimously to approve the Motion.

d. Adjournment

Motion was made and seconded at 8:54p.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

November 4, 2020

Submitted for your review is the FY20 Budget Performance Report and accompanying documents as of October 31, 2020. With two months remaining in the fiscal year, the Department has received 92% of its appropriation and has expended 80.7%. At this point last year, the Department expended 79%.

The Department is currently projected to expend between 97 and 98 % of the budget. There are a few line items expected to exceed the line item budgeted appropriation. As done in prior years, a budget amendment will be submitted to reallocate funding from available line items to cover the deficits.

Vehicle Replacement:

During the month of October three vehicles were sold at auction. The Department received \$28,360 for the sale of (1) 2014 and (2) 2015 Ford Explorers. Cash balance in the vehicle replacement fund was \$66,329.56 as of October 31st. Invoices for the up-fitting costs for the three 2020 vehicles are pending completion.

**Memorial Villages Police Department
General Fund**

For the ten months ended October 2020

83.33% 84.62%

DESCRIPTION		ADOPTED BUDGET	ACTUAL	DIFF	% Executed	Forecasted Annualized 12/31/20	Projected Saving / (Deficits)	% Forecasted
Expenditures								
100	Regular Wages	3,520,578	2,874,115	646,463	81.64%	3,548,409	(27,831)	101%
110	Overtime	120,000	55,839	64,161	46.53%	88,767	31,233	74%
115	Court/Bailiff OT	21,600	1,269	20,331	5.87%	1,500	20,100	7%
120	Retirement	432,315	360,086	72,229	83%	432,315	0	100%
125	457B - Employer Contribution	33,000	31,865	1,135	97%	31,865	1,135	97%
130	Health Insurance	546,228	440,967	105,261	80.73%	507,065	39,163	93%
140	Workers Compensation	66,712	52,719	13,993	79.02%	59,982	6,730	90%
150	Life/LTD	21,523	15,749	5,774	73.17%	18,992	2,531	88%
160	Medicare/SS	53,169	43,405	9,764	81.64%	52,761	408	99.2%
Personnel Services		4,815,125	3,876,014	939,111	80.5%	4,741,655	73,470	98.5%
200	Auto	25,332	18,383	6,949	72.6%	24,475	857	97%
210	General Liability	720	266	454	36.9%	341	379	47%
220	Public Official Bond	960	636	324	66.3%	848	112	88%
230	Professional Liability	25,200	14,534	10,666	57.7%	19,379	5,821	77%
240	Real & Personal Property	15,840	10,096	5,744	63.7%	13,905	1,935	88%
Total Other Insurance		68,052	43,915	24,137	64.5%	58,948	9,104	86.6%
300	Gas & Oil	70,500	49,745	20,755	70.6%	68,045	2,455	97%
310	Maintenance	27,500	30,308	(2,808)	110.2%	36,370	(8,870)	132%
320	Tires	7,000	6,569	431	93.8%	6,569	431	94%
330	Damage Repair	10,000	3,310	6,690	33.1%	3,972	6,028	40%
Maintenance & Misc.		115,000	89,933	25,067	78.2%	114,956	44	100.0%
400	General Maintenance	28,400	17,683	10,717	62.3%	21,220	7,180	75%
410	Janitorial Services	21,000	15,678	5,322	74.7%	18,814	2,186	90%
420	Jail	1,000	299	701	29.9%	359	641	36%
430	Building Furnishings	17,800	7,094	10,706	39.9%	8,513	9,287	48%
Total Building		68,200	40,754	27,446	59.8%	48,905	19,295	71.7%
500	Computers	10,000	7,001	2,999	70.0%	8,401	1,599	84%
510	Postage/Postage Machine	1,300	929	371	71.5%	1,115	185	86%
520	Stationery/Expendables	18,000	10,151	7,849	56.4%	12,182	5,818	68%
530	Bank Finance Charges	700	338	362	48.3%	406	294	58%
540	Payroll	17,400	14,653	2,747	84.2%	17,400	0	100%
Total Office		47,400	33,072	14,328	69.8%	39,503	7,897	83.3%
600	Telephone	34,408	27,164	7,244	78.9%	33,331	1,077	97%
310	Electric	23,000	12,345	10,655	53.7%	14,814	8,186	64%
620	Water/Sewer	5,000	4,589	411	91.8%	4,589	411	92%
630	Natural Gas	600	365	235	60.8%	438	162	73%
Total Utilities		63,008	44,462	18,546	70.6%	53,171	9,837	84.4%
700	Equipment Maint Contracts	129,100	133,590	(4,490)	103.5%	133,590	(4,490)	103%
710	SETCIC fees	3,600	3,065	535	85.1%	3,400	200	94%
720	Legal/Professional	60,400	61,085	(685)	101.1%	64,747	(4,347)	107%
730	IT Services	101,250	83,568	17,682	82.5%	100,079	1,171	99%
740	Software Maintenance Contracts	56,091	52,562	3,529	93.7%	56,091	0	100%
Total Contract Services		350,441	333,870	16,571	95.3%	357,908	(7,467)	102.1%
800	Accreditation	1,200	0	1,200	0.0%	1,200	0	100%
810	Uniforms	32,000	21,239	10,761	66.4%	25,487	6,513	80%
820	Radio parts and labor	33,036	31,328	1,708	94.8%	33,036	0	100%
830	Firearms Training & Ammo	5,500	5,880	(380)	106.9%	5,880	(380)	107%
835	Tasers	11,000	10,122	878	92.0%	10,122	878	92%
840	Training & Prof Dues	54,000	21,293	32,707	39.4%	23,000	31,000	43%
850	Travel	7,000	592	6,408	8.5%	592	6,408	8%
860	Recruiting Costs	10,000	958	9,042	9.6%	1,150	8,850	11%
870	Criminal Investigations	3,500	2,803	697	80.1%	3,500	0	100%
880	Contingency	25,000	4,179	20,821	16.7%	4,179	20,821	17%
890	Small Equipment	2,500	2,255	245	90.2%	2,255	245	90%
COVID 19			47,084	(47,084)		47,084	(47,084)	
Total Office		184,736	147,732	37,004	80.0%	157,484	27,252	85.2%
TOTAL GENERAL		5,711,962	4,609,753	1,102,209	80.7%	5,572,530	139,432	97.6%

Memorial Villages Police Department Vehicle Replacement								
For the ten months ended October 2020		83.13%						
Prior Year Cash Carryover	26,581.50							
FY20 Sale of vehicles	28,360.00							
FY20 Assessment collected to date	126,501.00			FY20 Assessment remaining	11,499.00			
FY20 Interest earned to date	279.27							
FY20 Expenditures	(115,392.21)							
FY20 A/P	-							
FY20 Veh replacement expenditures covered by carryover	-							
Cash Balance @ 10/31/20	66,329.56							
DESCRIPTION	ADOPTED BUDGET	ACTUAL	DIFF	% Executed	Forecasted Annualized 12/31/20	Projected Saving / (Deficits)	% Forecasted	
<i>Expenditures</i>								
1000 Vehicle Replacement	138,000	115,392	22,608	83.62%	138,000	0	100.0%	
Total Vehicle Replacement	138,000	115,392	22,608	83.6%	138,000	0	100.0%	
Vehicle Replacement costs covered by carryover		0						
Memorial Villages Police Department Special Capital Assets								
For the ten months ended October 2020		83.33%						
Prior Year Cash Carryover	83,668.24							
FY20 Assessment collected to date	-			FY20 Assessment remaining	0.00			
FY20 Interest earned to date	314.36							
FY20 Misc Income	252.36							
FY20 Expenditures	(125.24)							
Cash Balance @ 10/31/20	84,109.72							
DESCRIPTION	ADOPTED BUDGET	ACTUAL	DIFF	% Executed	Forecasted Annualized 12/31/20	Projected Saving / (Deficits)	% Forecasted	
<i>Expenditures</i>								
2880 Capital Projects	0	125	(125)	0.0%	150	(150)	0.0%	
Total Capital Items	0	125	(125)	0.0%	150	(150)	0.0%	
Total Vehicle & Capital	138,000	115,517	22,483	83.7%	138,150	(150)	100%	
Memorial Villages Police Department								
DESCRIPTION	ADOPTED BUDGET	ACTUAL	DIFF	% Executed	Forecasted Annualized 12/31/20	Projected Saving / (Deficits)	% Forecasted	
GENERAL FUND	5,711,962	4,609,753	1,102,209	81%	5,572,530	139,432	98%	
TOTAL VEHICLE & CAPITAL	138,000	115,517	22,483	84%	138,150	(150)	100%	
TOTAL BUDGET	5,849,962	4,725,270	1,124,692	81%	5,710,680	139,282	98%	

**MEMORIAL VILLAGES POLICE DEPARTMENT
PROJECTED CASH BALANCE
31-Oct-20**

4-Nov-20

All Funds (MODIFIED CASH BASIS PROJECTIONS)

Cash collected for FY20 @ 10/31/20	\$ 4,932,726
Estimated Expenditures (October 20)	\$ 4,725,270
Estimated cash on hand @ 10/31/20 for FY20 activities	\$ 207,456

Cash Balances@ 10/31/20:

Health Benefits	\$6,104.72
General	\$810,601.66
Vehicle Replacement	\$66,329.56
Dare Fund	\$15,638.64
Special Capital Assets	\$84,109.72
Actual cash balance @ 10/31/20 all accounts	\$982,784.30

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	4,759,971	4,777,019	17,048	5,711,962
GENERAL FUND EXPENDITURES		4,609,753		
NET FY 20 REVENUES OVER EXPENDITURES		167,266		
VEHICLE REPLACEMENT REVENUES	126,501	155,140	28,639	138,000
VEHICLE REPLACEMENT EXPENDITURES		115,392		
VEHICLE REPLACEMENT COVERED BY CARRYOVER FUNDS		0		
NET FY 20 REVENUES OVER EXPENDITURES		39,748		
SPECIAL CAPITAL ASSETS REVENUES	0	567	567	0
CAPITAL EXPENDITURES		125		
NET FY 20 REVENUES OVER EXPENDITURES		441		
COMBINED REVENUES	4,886,472	4,932,726	45,687	5,849,962
COMBINED EXPENDITURES		4,725,270		
COMBINED FY 20 NET REVENUES / EXPENDITURES		207,456		
Formal reserves:				
DARE				\$15,639
VEHICLE REPLACEMENT				\$66,330
SPECIAL CAPITAL ASSETS				\$84,110
WORKING CAPITAL				\$60,000
STATE TRAINING FUNDS				\$2,406
				\$228,483

Maureen Loud

From: Blue Cross and Blue Shield of Texas <bcbstx_noreply@bcbstx.com>
Sent: Thursday, October 08, 2020 5:01 PM
To: Maureen Loud
Subject: BCBSTX Providing Premium Credits to Fully Insured Customers

View in [Web Browser](#)



Oct. 8, 2020

BCBSTX Providing Premium Credits to Fully Insured Customers

Thank you for entrusting Blue Cross and Blue Shield of Texas (BCBSTX) with the health care coverage of your employees. BCBSTX continues to take meaningful steps to evaluate and implement the best and most impactful actions to support our members, employer customers and the communities we serve through the ongoing COVID-19 public health emergency.

We are pleased to let you know that BCBSTX is issuing a credit to the November 2020 medical premium notice for all fully insured groups. This means that your group's November 2020 premium notice will reflect a credit in the amount of 15% calculated from your October medical premium. Additionally, because you offer BlueCare DentalSM coverage through us and have more than 51+ active dental contracts, you will also receive a dental premium credit in the amount of 50%, based on your group's October dental premium. This will also be reflected as a credit in your November 2020 dental premium statement.

We've worked closely with our group customers throughout this pandemic, with an eye and ear toward better understanding your economic and health challenges. We are sincerely hopeful that this premium credit will be responsive to your needs, and will allow at least some flexibility for your company.

We wish you health and wellness, and the same to your employees and their families.

Sincerely,

Blue Cross and Blue Shield of Texas

bcbstx.com

By clicking this link, you will go to a new website/app ("site") This new site may be offered by a vendor or an independent third party. The site may also contain non-Medicare related information. In addition, some sites may require you to agree to their terms of use and privacy policy.

File is in portable document format (PDF). To view this file, you may need to install a PDF reader program. Most PDF readers are a free download. One option is Adobe® Reader®, which has a built-in screen reader. Other Adobe accessibility tools and information can be downloaded at <http://access.adobe.com>

BLUE CROSS BLUE SHIELD OF TEXAS

BILL DATE 10/16/20 FOR 11/1/20 DUE DATE - ALL DEPARTMENTS

DEPARTMENT	AMOUNT	ADJUSTMENT	TOTAL	ACCOUNT CODE	NOTES	COUNT
MVPD	\$36,362.80	-\$5,454.42	\$ 30,908.38	mvpd-Medical		44
BH	\$5,118.83	-\$507.06	\$ 4,611.77	BH-Medical		8
PP	\$4,925.63	-\$738.84	\$ 4,186.79	PP-Medical		6
MVPD-RT	\$1,979.91	-\$296.99	\$ 1,682.92	Retiree-Medical		2
COVID Rate Adjustment	\$48,387.17	-\$6,997.31	\$41,389.86			60
Binder Adj. difference		\$0.00				
GRAND TOTAL	\$41,389.86					



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

Raymond Schultz
 Chief of Police

November 9, 2020

TO: MVPD Police Commissioners
 FROM: R. Schultz, Chief of Police
 REF: October Monthly Report

During the month of October, MVPD responded/handled a total of 6,825 calls/incidents. 5,773 House watch checks were conducted. 189 traffic stops were initiated with 181 citations being issued for 348 violations. (Note: 17 Assists in Hedwig, 75 in Houston, 8 in Spring Valley and 0 in Hillshire)

Calls/Events by Village were:

Village	Calls/YTD	House Watches/YTD	Accidents	Citations	Response Time
Bunker Hill:	2133/29930	1884/26855	0	26	2@2:57
Piney Point:	1795/22696	1490/19585	1	97	3@4:42
Hunters Creek:	2781/31012	2399/27189	4	58	4@3:35 9@3:49

Type and frequency of calls for service/citations include:

Call Type	#	Call Type	#	Citations	#
False Alarms:	146	Ord. Violations:	17	Speeding:	55
Accidents:	5	Information:	50	Exp. Registration:	43
ALPR Hits:	147	Suspicious Situations:	125	No Ins:	38
Assist Fire:	37	Welfare Checks:	8	Equipment	52
Assist EMS:	35			Red Light	6

This month the department generated a total of 80 police reports.

Crimes Against of Persons (1)
 Assault (DV) 1

Crimes Against Property (43)
 Burglary of a Motor Vehicle 3
 Burglary of a Habitation 2
 Fraud/ID 30

Credit Card Abuse 1
 Theft Misd. 4
 Forgery 3

Petty/Quality of Life Crimes/Events (36)
 ALPR Hits (valid) 5
 Poss. of a Controlled Sub/Para. 2

Misc. Reports 29

Arrest Summary: Individuals Arrested (11)
 Warrants 6
 Class 3 Arrests 4

Felony 1

<u>Budget YTD:</u>	<u>Expense</u>	<u>Budget</u>	<u>%</u>
• Personnel Expense:	3,876,014	4,815,125	80.5%
• Operating Expense:	733,739	896,837	81%
• Total M&O Expenditures:	4,609,753	5,711,962	80.7%
• Capital Expenses:	115,517	138,000	84%
• Net Expenses:	4,725,270	5,849,962	81%

Follow-up on Previous Month Items/Requests from Commission

- Created first draft of IT RFP for review.
- Annual vehicle expense review and summary were completed.

Personnel Changes/Issues/Updates

- Officer Schanmier remains on sick leave due to a broken foot.
- Officer Miller continues to support patrol efforts 4 days a week while D.A.R.E. remains as a virtual class for SBISD students.

Major/Significant Events

- During the month of October, we saw a significant increase in the number of fraud and identity theft cases. Specifically, in the number of fraudulent claims for unemployment benefits being filed with the Texas Workforce Commission and for fraudulent applications for loans with the Small Business Administration. CID detectives have established a working relationship with the TWC and are coordinating efforts on the mounting number of cases.
- This month the department recovered our 50th stolen vehicle of the year from an ALPR hit at the US Coins ALPR Camera and reached our \$1,000,000 in 2020 recovered value of stolen vehicles with a hit on one of our Voss ALPR cameras. Ironically, both vehicles were 2018 Jeep Renegades which are some of the top Houston stolen vehicles for 2019/2020.
- On October 14th we had 3 crimes occur within a 90-minute timeframe. All 3 property crimes were committed by the same individuals and occurred in the Voss corridor. MVPD was able to develop a lead in the crimes by utilizing the ALPR system. Through investigation we linked our cases to others that have occurred in Houston and the Constables area of responsibility. The suspects are part of crime ring of gypsies from north Harris County. Detectives are working with HPD on the group of serial criminals. *Update: The suspect vehicle was spotted by MVPD personnel on the Katy frontage road. HPD assisted and after a short pursuit two suspects were taken into custody. The suspects are gypsies from the Virginia/Maryland area. It is anticipated that over 20 crimes will be solved as a result of the arrests.*

Status Update on any Major Projects

- The 3 new 2020 marked police units are nearing completion. The upfitter is hoping to deliver the units the week of 11/9/20.
- The 2021 police units were ordered as per the approval of the Commission. We are hoping to receive the new units in February of 2021.

V-LINC new registrations in October: +39

BH – 1287 (+13)

PP – 897 (+4)

HC – 1346 (+19)

Out of Area – 447 (+3)

2020 Total Incidents

2020	Crimes Against Persons	Crimes Against Property	Quality of Life Incidents	Total	Arrests	Incidents	House Checks	YTD BH INC	YTD BH HC	YTD PP INC	YTD PP HC	YTD HC INC	YTD HC HC
January	1	10	96	107	51	7824	6112	3248	2733	2166	1690	2117	1614
February	3	16	82	101	42	6182	4519	2148	1690	1578	1135	2201	1672
March	1	21	40	62	6	7095	6188	2767	2511	1635	1371	2607	2300
April	1	19	41	61	11	6390	5470	1897	1669	2067	1771	2356	2025
May	4	25	39	68	9	7354	6352	2187	1919	2208	1931	2912	2500
June	1	24	36	61	6	10053	8983	3602	3283	2904	2614	3499	3085
July	1	26	49	76	12	12864	12032	4858	4635	3583	3332	4362	4052
August	2	21	40	63	8	11704	10812	3852	3616	2869	2593	4936	4601
September	0	18	37	55	5	8331	7517	3238	2915	1891	1658	3241	2941
October	1	43	36	80	11	6825	5773	2133	1884	1795	1490	2781	2399
November													
December													
Total	15	223	496	734	161	84622	73758	29930	26855	22696	19585	31012	27189

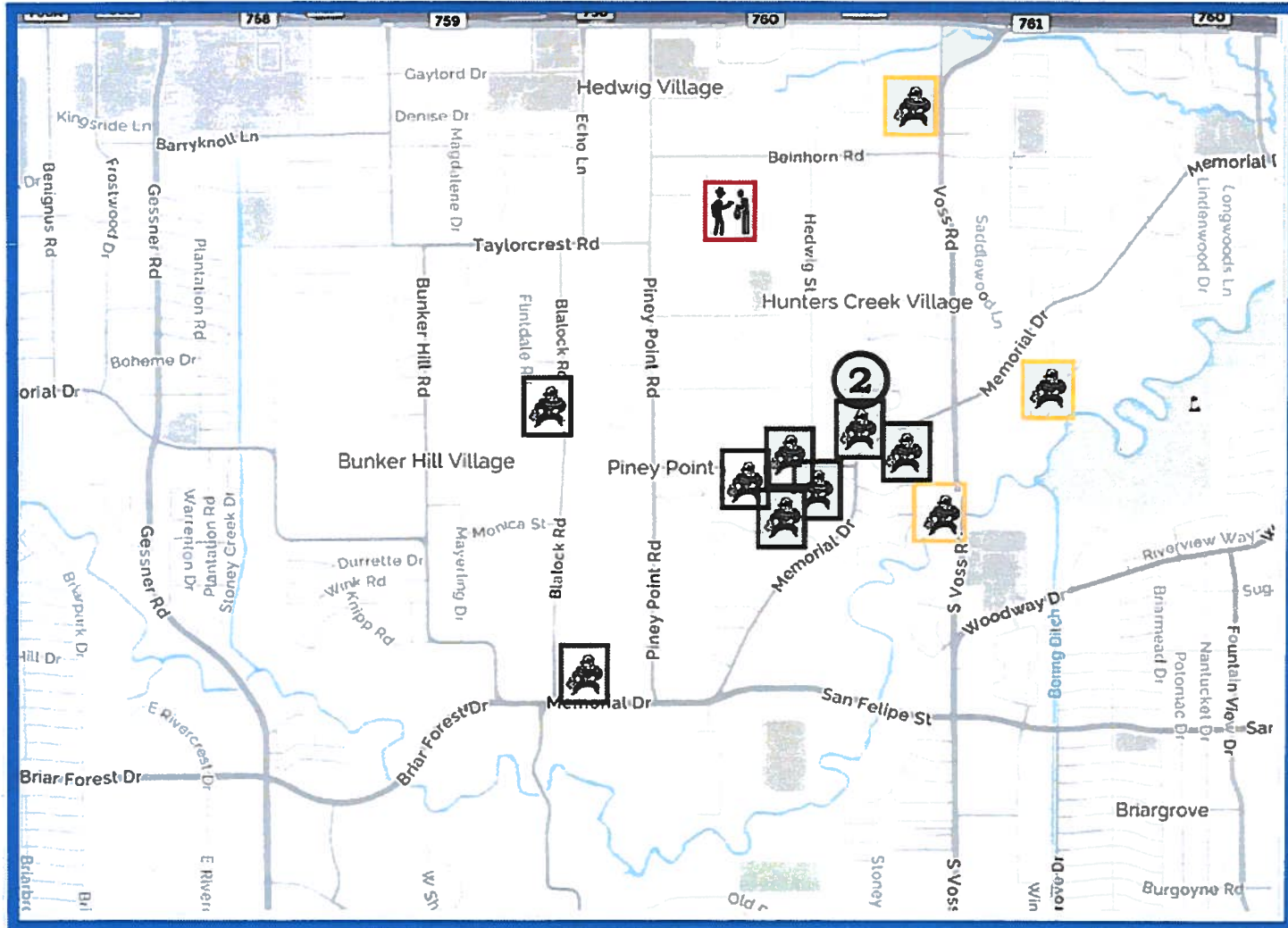
2019 Totals	19	159	1001	1179	580	113459	91672	40711	34541	28785	22638	40905	34223
Difference													
% Change													

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	11:00:34	8:15:22	7:23:48	10:36:28				2	
BIEHUNKO, JOHN	13:02:04	14:54:33	9:01:13	16:30:24	10:16:57	9:50:04	16:17:59	7:04:56	10:00:03	7:11:12			1	2	
BOGGUS, LARRY	20:23:44	15:24:33	16:44:41	10:13:20	16:13:24	7:14:25	2:29:22	11:43:44	14:47:17	15:05:33			7	14	
BRACHT, DANIEL	14:03:18	15:34:43	12:36:45	9:17:50	6:59:14	9:39:29	11:00:39	6:28:03	5:15:53	8:33:37			1	4	
BURLESON, Jason	7:45:56	13:35:03	7:16:26	7:33:38	13:44:01	15:35:04	14:08:59	13:42:11	6:31:06	15:33:54			3		
CADENA, VANESSA	20:57:17	17:39:42	18:40:55	16:47:33	19:28:19	14:46:17	2:46:18	11:26:50	5:22:52	15:24:20			1	2	
CANALES, RALPH EDWARD	14:39:35	13:47:14	9:58:28	9:29:05	14:47:51	8:26:53	11:47:34	5:33:19	8:35:32	12:04:17			5	2	
CERNY, BLAIR C.	4:49:50	19:25:49	11:58:56	17:43:42	18:09:37	16:07:02	25:25:00	13:54:33	12:21:04	12:01:16			2	8	
HARWOOD, NICHOLAS	13:39:36	14:10:55	2:17:22	10:59:38	12:04:32	13:16:02	20:54:02	15:04:14	14:26:57	13:30:36			7	7	
JARVIS, RICHARD	38:52:26	22:25:37	10:04:09	8:52:25	20:29:48	13:44:40	20:01:30	16:53:46	15:37:44	22:54:46			12	13	
JOLIVET, CHARLES	17:12:39	18:35:09	6:19:11	6:59:44	16:10:15	10:16:14	12:10:54	13:54:24	4:48:49	13:10:10			1	1	
JONES, ERIC	1:40:48	0:00:00	2:52:11	1:29:07	2:27:34	0:25:53	5:45:14	0:08:23	0:00:00	0:00:00					
KELSO JR, RONALD K	2:44:33	6:12:45	0:24:12	16:20:06	8:23:13	7:12:12	3:06:19	5:09:58	0:00:00	3:50:05			1		
LERMA, FRANK	5:38:37	15:52:34	1:54:02	9:32:00	3:47:07	2:53:57	0:00:00	0:19:42	4:50:52	8:59:07			1		
MCELVANY, ROBERT	8:18:04	14:18:27	12:47:52	10:23:58	1:51:46	4:22:07	12:08:06	7:25:00	7:17:26	13:49:18			4	10	
MILLER, OSCAR	2:42:40	2:51:20	8:34:23	13:29:32	10:14:55	15:13:35	17:19:27	8:55:21	11:54:53	14:22:33			2		
NASH, CHRISTOPHER	28:31:10	15:29:03	19:13:08	18:20:54	18:53:26	24:06:02	7:47:27	0:00:00	11:37:08	14:01:45			2	3	
NOWLIN, DONALD L	11:12:43	28:35:23	9:17:31	11:29:15	15:24:28	12:50:23	15:35:57	12:22:39	11:45:48	21:40:14			7	55	
OWENS, LANE	0:14:42	1:30:29	0:00:00	0:00:00	1:08:53	0:00:00	0:15:57	0:00:00	1:52:55	0:16:58					
PAVLOCK, JAMES ADAM	6:22:26	11:48:32	8:48:47	7:55:45	10:51:53	0:34:20	8:22:18	7:01:11	2:59:07	7:10:56			0		
RODRIGUEZ, CHRISTOPHER	5:12:41	4:39:42	5:55:59	18:10:13	10:57:33	12:48:04	5:29:29	3:42:23	1:57:00	5:43:27					
SCHANMEIR, CHRISTIAN	12:06:22	14:35:02	12:46:49	14:00:33	9:29:01	17:06:51	2:13:10	6:48:34	6:31:58	0:00:00					
SCHULTZ, RAYMOND	1:23:48	0:44:16	0:20:02	4:02:00	2:32:10	1:55:46	4:52:32	0:50:24	0:28:57	0:00:00					
SILLIMAN, ERIC	7:52:27	17:00:02	10:25:56	17:10:04	13:35:54	9:01:33	11:50:01	12:32:31	12:11:37	16:23:37			6	11	
SISSION, KYLE J	0:00:00	0:00:00	1:23:31	0:43:24	0:41:47	0:23:28	2:12:40	2:12:34	0:00:00	0:00:00					
SPRINKLE, MICHAEL	4:11:54	10:11:38	6:25:27	2:50:16	2:47:07	5:52:39	8:14:06	1:53:38	4:49:17	13:39:22			1	1	
TAYLOR, CRAIG	15:47:28	18:58:41	20:05:55	10:23:31	9:10:29	10:17:09	7:09:53	14:21:22	15:06:52	17:45:27			5		
TORRES, PATRICK	1:01:08	1:02:53	12:25:13	13:19:18	9:18:02	16:46:09	9:37:53	13:17:42	12:02:47	6:32:52					
TUGGLE, JAMES	13:39:46	14:26:44	12:53:29	10:32:32	10:09:11	8:19:47	8:16:12	8:02:14	11:43:40	5:47:20					
VALDEZ, JUAN	19:48:46	16:17:39	19:37:12	15:04:39	15:20:13	17:21:41	13:30:50	15:22:54	6:58:04	17:26:47			7	4	
VASQUEZ, MONICA				15:45:17	22:35:41	22:11:45	14:38:40	13:24:50	13:19:40	20:31:01				23	
WHITE, TERRY	16:06:36	28:42:38	14:37:43	14:27:56	16:39:05	13:03:26	15:18:40	13:29:47	12:20:12	27:03:28			4	19	
* = Admin Asmt.														80	181

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	316	263	257	279			3330
3700 Phone Calls	2612	2306	2341	2395	2452	2528	2631	2204	2086	2268			23823
DP General Phone Calls*	62:09:26	63:05:30	40:09:43	40:19:19	44:50:50	60:56:59	68:36:49	58:17:23	53:09:32	56:33:57			

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



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
411 Hunterwood	Y	Garage UNL
225 Millbrook	N	Garage Open
8 Hunters Ridge	Y	Rear Door Force
906 Creekwood	N	Ruse

2020 Robberies

Address	MO
6 Smithdale Estates	Purse at Ft Door



Daytime Burglary



Nighttime Burglary

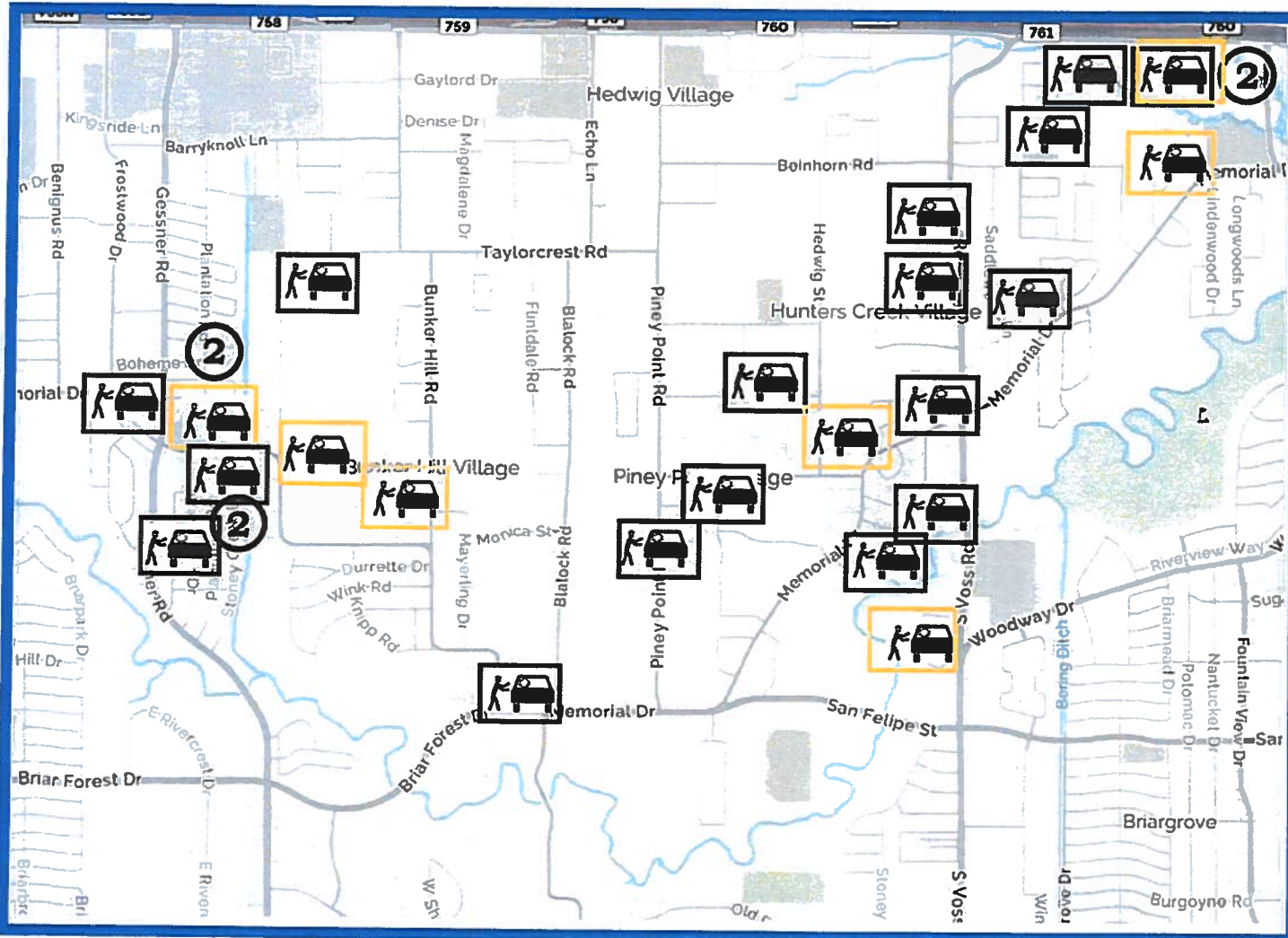


Robbery

11/1/20

2

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	UNL Door
11230 Hermosa	UNL Door
11106 Wickway	UNL Door
206 Caruthers	UNL Door
8333 Katy	UNL Door
12122 Memorial	Side Window
203 Plantation	UNL Door
238 Plantation	UNL Door
518 Lanecrest	Side Window
711 Riverview Way	UNL Door
836 Country Lane	UNK TK Bed
11007 Landon Ln	UNL Door
10710 Bridlewood	UNL Door
615 Hunters Grove	UNL Door
11935 Arbordale	UNL Door
212 Bylane	UNL Door
926 Huntington CV	UNL Door
337 Folwell	UNL Door
10910 Long Shadow	UNL Door

Daytime Burglary

Nighttime Burglary

② ③ ④

11/1/20

ALPR Recoveries

Plate Recoveries

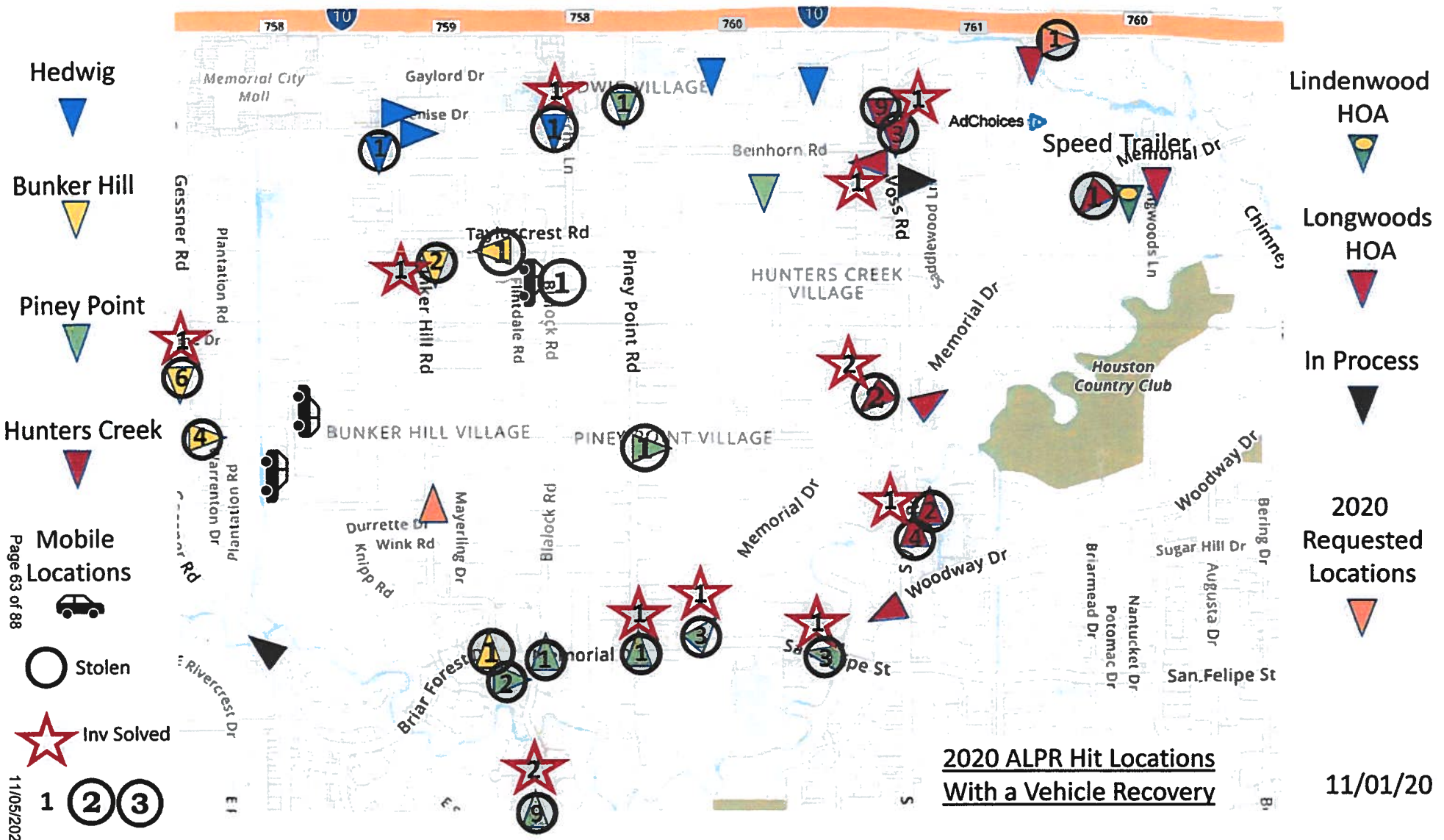
Num	Plate	Vehicle	Loc	Val	Links	Plate Recove	Date	Links
1	LKY5531	Kia Van	1	\$ 17,000.00	* Violent Car Jacking, 5 in custody	52385C6	2/9/2020	*
2	DWN8533	Chev Sub	8	\$ 6,000.00		LPL6079	7/21/2020	* son placed on vehicle
3	CKG0716	Lexus 460	1	\$ 24,000.00	* Suspects x2, ID Theft, Property from Burgs	CAHF59	8/1/2020	* Mobile Lab
4	59412R8	Range Rovt	V	\$ 60,000.00	* Vehicle bought with stolen ID	FJM2107	9/12/2020	
5	LNF5778	Ford Exped	5	\$ 40,000.00	* ID Theft/ Austin 20+ victims			
6	MBX2543	Chev Impal	1	\$ 1,200.00	* Purchased from suspect in 19-17 ALPR Case			
7	LGC1533	Toy Camar	14	\$ 2,100.00	* Purchased on-line ref to HPD			
8	LYN1197	Hon CRV	2	\$ 2,000.00	Recovered by Victim on Gessner drove to PD			
9	KSP2109	Toy camry	10	\$ 8,000.00				
10	DRF5499	Toy camry	Trailer	\$ 6,500.00	* Runaway, Carjacking Suspect			
11	BNV7346	Toy P/U	2	\$ 11,000.00	* Suspects x2, Mail Theft with Mail Keys			
12	JKF7019	Chev Mali	8	\$ 2,000.00	*Stolen Veh out of Pearland, w Suspect			
13	47330A8	Merc Benz	10	\$ 52,000.00	* Purchased with Fake ID			
14	LJT7662	Chev Cruze	17	\$ 19,000.00	* Vehicle full of stolen ID's and Mail			
15	HKZ4316	Ford EC1	V	\$ 12,000.00	* Van had sus w/bolt cutters and Drugs			
16	MMS5222	Nis Alt	11	\$ 5,500.00	Hedwig took case			
17	LTL9962	Toyt Avagr	8	\$ 4,500.00	* Suspects in HPD ID Theft Ring			
18	N539442	Kia Sol	8	\$ 12,500.00	* Wanted Robbery Suspect LA			* Fraud/Crime Link
19	1BP7493	Nis Path	17	\$ 18,500.00	*ID theft Ring from Austin, Fake ID's Cc's			** Targeting Immigrants
20	63520D1	Scion TC	4	\$ 3,400.00				***Selling unreg veh's to immigrants
21	NBH4099	Kia Opt	V	\$ 22,000.00	* Armed Robb Suspects HPD			
22	HHZ7533	Toy Cam	7	\$ 14,000.00	*Missing Person			
23	CT9A5H	Dod Charge	9	\$ 16,500.00	* Embezzled out of LA			V=Mobile Unit on Voss
24	MMT3827	Jeep Chek	20	\$ 14,500.00	* Felony Warrants x2 BMW			
25	FYC2648	Dodge PU	25	\$ 18,500.00	* Identity Theft, Poss of Narcotics			Firearm in vehicle
26	T0388H	DodgeTOW	19	\$ 30,000.00				
27	LCR9410	Ford Exp	2	\$ 40,000.00	*ID, Mail, Mail Keys, Meth			
28	BHJ6450	Honda CRV	2	\$ 11,000.00	Juvenile			
29	HZM8530	Kia 4Dr	8	\$ 18,000.00	Pursuit 1 in-custody			
30	MGS6183	Jeep Chek	2	\$ 28,500.00	*2 In-Custody, Drugs, Fel Warrant			
31	BNZF91	Jeep Wrg	7	\$ 27,000.00	* Drugs, Fraud			
32	DV1PZW	Ford EXP	1	\$ 37,000.00	* Stolen ID and CC's Habitual Offender 13 prior's			
33	LYD6496	HYD Eln	22	\$ 19,000.00	* Lyft Driver Rental Car Embezzlement			
34	72948F5	Toy Cam	19	\$ 23,500.00	** Clucked Vehicle			
35	KGX8019	Lex R35	23	\$ 42,000.00	** Clucked Vehicle			
36	HMV0501	GMC Trav	14	\$ 32,000.00	* BMW suspects noone in Custody, but recovery			
37	NDK8788	Chev PU	22	\$ 23,700.00	DA No Charges			

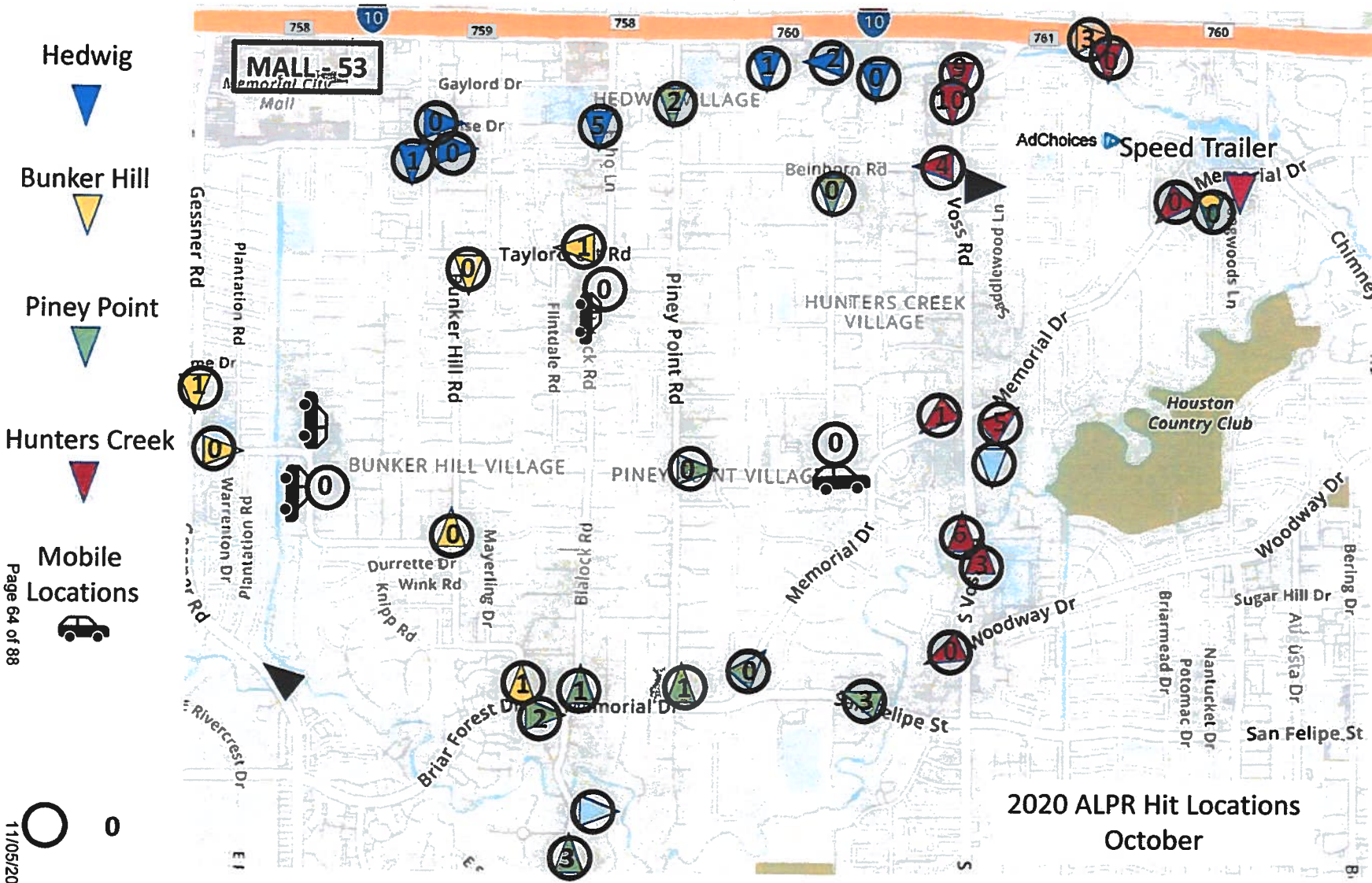
38	LJR0496	Honda Civ	24	\$	18,500.00	
39	73110Y9	Ford Tau	Station	\$	16,300.00	
40	MKN7371	Toy Cam	21	\$	14,500.00	* Serial UUMV/Fugitive
41	NFH6659	Dog Chall	19	\$	40,000.00	* Fraudulent Rental
42	700CLG LA	Ford Fus	19	\$	8,700.00	* Fugitive
43	LXV1127	Jeep Chek	21	\$	17,100.00	* Fraudulent Rental from May
44	HB6280	Cadi CTS	4	\$	52,900.00	
45	7310129	LEX300	19	\$	9,700.00	*Drive Off Test Drive fraud
46	HSN0644	BMW	23+	\$	18,500.00	* Repeat auto theft offender
47	JBP7999	Ford F150	8	\$	17,000.00	DA no Prosecution
48	A037967	Uhaul	8	\$	5,000.00	* Fugitive Burglar/Drugs
49	BVE4585	Ford Esc	8	\$	21,000.00	*Theft from Steinmart
50	LWK5154	Jeep	Coins	\$	18,500.00	
51	CBK7374	Niss	22	\$	6,000.00	* Auto Theft Ring
52	LPF7785	Jeep	22	\$	22,500.00	\$1,000,000
53	MEB1DV	Ford	23	\$	28,700.00	* 2 cash Registers

2020 Value \$ 1,039,300.00
2019 Value \$ 438,000.00
Program Total \$ 1,477,300.00

INVESTIGATIVE LEADS

1	LGC4007	Arrested	ALPR HIT 10-29 Elder Fraud	*
2	63047B4	Id'd	FTSI located via ALPR	
3	LJN4457	Missing Per	Used ALPR to ID veh that picked up Victim	
4	KAP2527	Armed Robbery	ALPR ID's Suspect	
5	68043P9	Theft	ALPR used to ID Veh	
6	MHR6945	Missing Person-Located		
7	MBW6126	Theft Suspect of Lawn Equipment		
8	FCR1051	Mail Thieves w/warrants	ALPR ID & located	
9	BXV0324	Jugger HPD Case on Hickory Ridge.	ALPR ID Suspect	
10	MVG4555	Theft by Amazon Driver	ALPR ID Vehicle - Arrest	
11	HDS4070	Armed Robbery Houston	Gun Recovered During Pursuit	
12	MHM4490	Thefts suspects	ALPR ID'd Vehicle. 2 cases	
13	79285C7	BMV Suspect	ALPR ID'd Vehicle	
14	JPB0636	Robbery Suspects	ID'd and Arrested HPD MVPD 20-0548	
15	NHM3757	Endangered Person-Suicidal	Stopped and confirmed okay	





2020 ALPR Hit Locations
October

- Lindenwood HOA
- Longwoods HOA
- In Process

57 Hits
+
4 Hedwig
+
53 Mall

10/31/20

October 2020 VFD Assists

Calls received directly by MVPD via 911/3700

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

Total – 8	3:44
-----------	------

Fire – 1	1:15
----------	------

EMS – 7	4:06
---------	------

By Village

BH Fire – 1	1:15
-------------	------

BH EMS – 1	4:37
------------	------

PP Fire – 0	0
-------------	---

PP EMS – 2	4:52
------------	------

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

HC EMS -4	3:35
-----------	------

Combined VFD Events (Priority + Radio)

Total – 47	3:54
------------	------

Fire – 29	4:14
-----------	------

EMS – 18	3:27
----------	------

Radio Call Events



Total – 39	3:57
------------	------

Fire- 28	4:23
----------	------

EMS- 11	3:04
---------	------

MVPD VEHICLE INVENTORY September 2020

UNIT #	Assigned	YEAR	MAKE	Projected Mileage							2020
				10/27/2016	10/27/2017	12/1/2018	10/27/2019	9/22/2020	9/22/2021	9/22/2022	Expenses
168	Community	2014	FORD	65,548	87,548	109,548	109,700	x	x	x	0
170	Ex Job Unit	2014	FORD	39,357	61,357	83,273	84,273	86,493	x	x	0
172	APLR	2015	FORD	24,270	46,270	64,415	70,415	70,622	70,722	x	0
173	Patrol	2015	FORD	40,723	62,723	70,460	92,460	100,216	0	0	\$1,147.12
174	Patrol	2016	FORD	22,323	44,323	62,771	84,771	100,791	101,323	0	\$2,398.49
175	Patrol	2016	FORD	17,089	39,089	56,170	81,089	90,944	112,944	0	\$2,046.20
176*	Patrol	2015	CHEV	15,089	46,371	66,664	90,371	94,441	116,441	138,441	\$4,440.42
177	Patrol	2017	FORD	0	5,010	34,581	49,010	84,952	106,952	128,952	\$1,315.81
178	Patrol	2017	FORD	0	4,048	39,092	42,048	98,758	120,758	0	\$1,280.27
179	Patrol	2017	DODG	0	5,601	34,195	49,601	92,187	114,187	136,187	\$3,700.43
180*	Patrol	2018	Chevy			14,693	22,000	51,326	73,326	95,326	\$1,264.90
181	Patrol	2018	Ford			4,528	22,000	47,833	69,833	91,833	\$1,233.56
182	Patrol	2018	Ford			6,374	22,000	24,865	46,865	68,865	\$1,058.56
183	Patrol	2019	DODG				9,968	29,968	51,968	53,968	\$1,140.30
184	Patrol	2019	DODG				5,422	27,422	49,422	71,422	\$531.64
185	Patrol	2020	DODG					25	22,025	24,025	\$0.00
186	Patrol	2020	DODG					25	22,025	24,025	\$0.00
187	Patrol	2020	DODG					25	22,025	44,025	\$0.00
UM/Spares											
DARE	DARE*	2020	TOYO					1,116	8,000	8,000	0
83	Pool	2012	CHEV	91,650	96,650	113,104	118,104	124,122	129,122	x	\$172.81
84	Chief	2016	DODG	3,400	13,150	18,150	23,150	46,100	51,100	56,100	\$30.00
85	Commander	2017	DODG	0	5,210	20,547	25,547	36,000	41,000	46,000	\$145.00
86	Det Grey	2017	DODG	0	6,234	32,101	37,101	73,000	78,000	83,000	\$271.98
79	Truck	2008	FORD	96,470	101,470	110,158	115,158	124,112	x	x	\$700.00
87	Det Black	2018	DODG			12,332	17,755	40,000			\$647.56
88	Commander	2019	DODG					11,600			\$30.00
DARE - LOANER VEHICLE										disinfect	\$400.00
										wash	\$1,337.00
										misc	\$1,163.77
Avg Mileage for Fleet				51,090	50,180	app 50,000	app 55,000	app 67000	app 55000	app 55000	
Note: Patrol units assigned to 2 officers per unit driving @22,000 per year.										tires	\$5,951.00
Note: Admin/Suppoprt Services/ Chief/ Assitant Chief vehicles based on a single officer driving @5000 miles per year.											
Current Mileage											
Going Out of Service											
Note: Spare unit											
In service											
										Total	\$32,406.82

	Memorial Villages Police Department	
	Policy: 2.1 Rules of Conduct	
	Effective Date: 08/13/2020	Replaces: Policy dated 09/19/2018
	Approved: _____ <div style="text-align: center;">  Chief of Police </div>	
Reference: TBP: 1.08, 2.02, 2.12, 2.14, 2.15, 2.16, 2.17, 2.18, 2.19, 2.20, 2.21, 2.22 and 2.25		

I. POLICY

The Memorial Villages Police Department and the public expect all personnel to maintain high standards of appearance and conduct. Consistent with the Mission of the Memorial Villages Police Department, the goal of the Department is to efficiently and effectively provide quality police services to our community by promoting a safe environment through a citizen-police partnership, with an emphasis on communication, cooperation, community trust, courtesy, integrity, fairness, respect, honor, and professionalism.

II. PURPOSE

To define departmental expectations for on and off-duty personal behavior. This order applies to all employees both sworn and non-sworn. (2.12)

III. CODE OF ETHICS (2.02)

All officers shall display the integrity required by the Law Enforcement Code of Ethics:

As a law enforcement officer, my fundamental duty is to serve the community; to safeguard lives and property, to protect the innocent against deception, the weak against oppression or intimidation, and the peaceful against violence or disorder; and to respect the constitutional rights of all to liberty, equality, and justice.

I will keep my private life unsullied as an example to all and will behave in a manner that does not bring discredit to me or my agency. I will maintain courageous calm in the face of danger, scorn or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed in both my personal and official life, I will be exemplary in obeying the law and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.

I will never act officiously or permit personal feelings, prejudices, political beliefs, aspirations, animosities, or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice, or ill will, never employing unnecessary force or violence and never accepting gratuities.

I recognize the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of police service. I will never engage in acts of corruption or bribery, nor will I condone such acts by other law enforcement officers. I will cooperate with all legally authorized agencies and their representatives in the pursuit of justice.

I know that I alone am responsible for my own standard of professional performance and will take every reasonable opportunity to enhance and improve my level of knowledge and competence.

I will constantly strive to achieve these objectives and ideals, dedicating myself before God to my chosen profession. law enforcement.

IV. DEFINITIONS

- A. **Affirmative Duty:** The personal responsibility and obligation of an employee to report wrongdoing—rather than to provide such information only when requested.
- B. **False Report:** A report that is not made in good faith, based on information that is known or reasonably likely to be inaccurate; intentionally or negligently ignores exculpatory or mitigating information; or made with the purpose of harassing or wrongly incriminating another employee.
- C. **Good Faith:** A report that provides allegations concerning an employee who is reasonably believed to have purposely committed a serious violation of departmental policy, procedures, rules, or laws.
- D. **Duty to Intervene:** Duty to Intervene is the responsibility of all personnel to immediately intervene in a situation or event where another officer, first responder or employee is conducting any act or action that is unethical, or that violates law or policy (e.g. excessive force, theft, fraud, sexual misconduct, falsifying documents or other inappropriate behavior). Intervention may be verbal and/or physical if absolutely necessary. Upon intervening in a situation or event, the Chief of Police will be notified via the chain of command. Failure to Intervene may subject a member to disciplinary action. (2.25)
- E. **Retaliation:** Retaliation of the following kinds is designed to serve as retribution against an employee who, in good faith, has filed a complaint against another employee. In the context of this policy, retaliation includes any deliberate, purposeful actions or

failures to act, directed against employees that cause, or that could reasonably be expected to cause, physical harm, property damage, significant emotional stress, or otherwise negatively affect another employee's terms or conditions of employment or that could seriously impair the efficiency, safety or effectiveness of that employee, this department, or both. Such adverse actions may take many forms, including but not limited to, bullying; persistent offensive comments, threats, or intimidation; false accusations; isolating; ostracizing; or acts that malign or disparage an individual's reputation.

- F. **Serious Acts of Misconduct:** Deliberate acts or failures to act that could reasonably form the basis for significant disciplinary action against an employee. Such disciplinary action would be reasonably likely to adversely affect that employee's terms or conditions of employment up to and including termination of service.

V. GENERAL DUTIES

- A. All officers shall, within jurisdictional limits, prevent crime, preserve the peace, protect life and property, detect and arrest violators of the law, and enforce the laws of the United States, the laws of the State of Texas, and all local ordinances, according to the rules, regulations, and general orders of the department. Officers must know that when they act under color of law, they are enforcing the law according to statutes, written administrative guidance in the department, ordinances, common usage, and custom. Further, officers shall exhibit good moral character in the administration of their duties according to departmental orders.
- B. The department maintains the right to establish oral and written orders to govern and control the efficiency, effectiveness, and safe operation of law enforcement. Officers shall be trained in the rules and expectations of professional conduct prior to assuming law enforcement duties.
- C. Management reserves the prerogative to discipline personnel for violations of the rules listed in this order as well as violations of all departmental orders and directives. The decision to discipline and the measure of discipline employed depend on the rule or law violated and the consequences of the employee's actions, and the employee's prior history and experience.

[5] D. Duty to Report

- 1. All employees of this department have an affirmative duty to report serious acts of misconduct or failures to perform actions, defined in departmental policy, procedures, and rules. Failure to report shall result in corrective or disciplinary action.

2. Acts of retaliation against employees who make good faith complaints or disclosures of misconduct against another employee are strictly forbidden. Such acts will form the basis for charges of misconduct resulting in serious disciplinary action.
3. All employees have an affirmative duty under this policy to cooperate fully during the investigation of any allegation of employee misconduct whether conducted by this department or another authorized authority. Protection from retaliation is extended under this policy to all employees who cooperate in good faith.
4. All complaints of retaliation shall be submitted to any Supervisor. If the Supervisor is the subject of or is involved in the complaint, an employee shall submit the complaint to the next higher-ranking employee in the chain of command.
5. In uncommon situations involving highly egregious offenses or illegality that may have departmental or governmental implications, a complaint may be made directly to the *Chief of Police* or the Police Commission. Examples include but are not limited to broad-based corruption, conspiracy among employees, or offenses involving or including high-ranking officers or members of government.

A. Performance Prohibitions

- [1-5] 1. As appropriate, disciplinary action may be taken for any of the following reasons:
- a. Incompetent or inefficient performance or dereliction of duty.
 - b. Insubordination, discourteous treatment of the public or a fellow employee, or any act of omission or commission of similar nature which discredits or injures the public. (Insubordination may also consist of direct, tacit, or constructive refusal to do assigned work.)
 - c. Mental or physical unfitness for the position which the employee holds.
 - d. Commission of a felony or misdemeanor involving conduct, amounting to moral turpitude or a pattern of misconduct as displayed by series of misdemeanor convictions. Indictment of a felony crime may be considered a prima facie case against an employee for violation of this section.
 - e. Failure to report to an appropriate superior authority incompetence, misconduct, inefficiency, neglect of duty, moral turpitude, or any other form of misconduct or negligence of which the employee has knowledge.
 - f. Failure of a Supervisory employee to take corrective action regarding employees under his or her supervision who may be guilty of any form of neglect of duty or misconduct where the Supervisor knows or should have known of the dereliction.

2. Nothing in these rules and regulations limits the charges against employees because the alleged act or omission does not specifically appear in this manual, other orders or policies of the department, or in the laws or ordinances of which the department is responsible to enforce.

- [1] 3. No member of the department shall be a member of any organization which advocates the violent overthrow of the government of the United States, the State of Texas, or any unit of local government, or participate in any organization which has a purpose, aim, objective, or any practices which are contrary to the obligations of a law enforcement officer under these rules and regulations.

[1-5] **B. Obedience to Rules of Conduct, Laws and Orders**

All employees, regardless of rank or assignment, shall be governed by the following general rules of conduct. Violation of any of these rules by any officer of the department shall be considered sufficient cause for dismissal, demotion, suspension, or other disciplinary action.

1. **Obedience to Laws:** Employees shall abide by the laws of the United States and the State of Texas as well as the ordinances of Memorial Villages.
2. **Adherence to Departmental Rules:** Employees shall abide by the rules of the MVPD, and the Policy and Procedure Manual and other properly issued internal directives of the Police Department.
3. **Applicability of Rules:** Certain rules may not apply in undercover police assignments specifically authorized by Supervisors in accordance with this Policy Manual. Officers will be strictly accountable for justifying their actions.
4. **Insubordination:** Employees shall promptly obey all lawful orders and directions given by Supervisors and radio dispatchers. The failure or deliberate refusal of employees to obey such orders shall be deemed insubordination and is prohibited. Flouting the authority of a Supervisor by displaying obvious disrespect or by disputing their orders shall likewise be deemed insubordination. (1.08)
5. **Issuance of Unlawful Orders:** No commanding or supervisory employee shall knowingly or willfully issue an order that violates a federal or state law, a city ordinance, or a departmental rule or policy.
6. **Obedience to Unjust or Improper orders:** If an employee receives an order he believes is unjust or contrary to a departmental policy or rule, he must first obey the order to the best of his ability and then may appeal the order to the *Chief of Police* via the proper chain-of- command.

7. **Obedience to Unlawful Orders:** No employee is required to obey an order that is contrary to the laws of the United States or the State of Texas or the ordinances of the Cities of Memorial Villages. If an employee receives an unlawful order, they shall report in writing the full facts of the incident and their actions to the *Chief of Police* via the chain-of-command.
8. **Conflicts of Orders:** If an employee receives an order that conflicts with one previously given to them by a Supervisor, the employee receiving the order shall respectfully point this out to the Supervisor who gave the second order. If the Supervisor giving the second order does not change the order in a way that eliminates the conflict, the second order shall stand and shall be the responsibility of the second Supervisor. If the second Supervisor so directs, the second order shall be obeyed first. Orders shall be countermanded only when necessary for the good of the department. (1.08)

[1-6] C. Attention to Duty

1. **Performance of Duty:** Employees shall be attentive to their duties at all times, and shall perform all duties assigned to them, even if such duties are not specifically assigned to them in any departmental rules or procedures manual.
2. **Duty of Supervisors:** Supervisors will enforce the rules, regulations, and policies of the Memorial Villages Police Department. They will not permit, or otherwise fail to prevent, violations of the law, departmental rules, policies or procedures. They will report violations of departmental rules, policies, or procedures to their immediate superior without delay. Where possible, they will actively prevent such violations or interrupt them as necessary to ensure efficient, orderly operations.
3. **Conduct and Behavior:** Employees whether on-duty or off-duty shall follow the ordinary and reasonable rules of good conduct and behavior and shall not commit any act in an official or private capacity tending to bring reproach, discredit, or embarrassment to their profession or the department. Employees shall follow established procedures in carrying out their duties as police officers and/or employees of the department and shall at all times use sound judgment.
4. **Responsibility to Serve the Public:** Employees shall promptly serve the public by providing direction, counsel and other assistance that does not interfere with the discharge of their duties. They shall make every attempt to respond to the inquiry or request for assistance themselves. (2.17)
5. **Responsibility to Respect the Rights of Others:** Employees shall respect the rights of individuals, and shall not engage in discrimination, oppression or favoritism. Employees shall maintain a strictly impartial attitude toward all persons with whom they come in to contact with in an official capacity.

6. **Truthfulness:** Members shall be truthful in all official verbal and written communications and reports. Employees will be truthful in any court related testimony or agency investigations. (2.14) Officers who are undercover or conducting interviews or interrogations may find it necessary to provide inaccurate information in order to maintain their cover or determine the truthfulness or veracity of a subject.
7. **Officers Always Subject to Duty:** Officers shall at all times respond to the lawful orders of Supervisors, and to the call of individuals in need of police assistance. The fact that they may be off-duty shall not relieve them from the responsibility of taking prompt and proper police action or from being recalled to duty as needed.
 - a. The above shall not be construed to include enforcement of laws of a Class "C" misdemeanor nature, or traffic offenses except for breach of the peace, theft, or assault.
 - b. While off-duty, or in their personal vehicle, officers shall not enforce, or take any police action to enforce Class "C" traffic offenses.
8. **Officers Required to Take Action:** Except where expressly prohibited, Officers are required to take prompt and effective police action conforming to departmental policy with respect to violations of laws and ordinances coming to their attention or of which they have knowledge. Officers shall promptly and punctually perform all official duties. Officers shall render, or cause to be rendered, medical assistance to any injured person.
9. **Reporting for Duty:** Employees shall promptly report for duty properly prepared at the time and place required by assignments, training, subpoenas, or orders. Line officers shall remain at their posts or place of assignment until properly relieved by another officer or dismissed by a Supervisor. All other officers and employees shall promptly report for duty properly prepared at the time and place required by assignment and shall remain at their post, place of assignment, or otherwise engaged in their duty assignment until having completed their tour of duty as set by established procedures or dismissed by a Supervisor. Employees are subject to emergency recall and shall report for duty during emergencies when so notified by a Supervisor or the *Chief of Police*. (2.16, 2.22)
10. **Exceptional leave:** Employees shall, in situations requiring emergency leave or sick leave, notify their Supervisors of the circumstances as soon as possible. If unable to report to work, employees shall notify the on-duty Supervisor at least one hour before reporting time.
11. **Remaining Alert to Duty:** While on duty or at training, employees shall remain alert and awake, unencumbered by alcoholic beverages, prescription drugs, illegal narcotics, or conflicts arising from off-duty employment.

12. **Prohibition of Personal Business while on Duty:** While on duty, officers shall not engage in any activity or personal business which would cause them to neglect their duty.
13. **Availability While on-duty:** Employees while on-duty shall not conceal themselves except for some authorized police purpose. Employees shall keep themselves immediately and readily available at all times while on-duty.
14. **Assistance to fellow Officers:** An officer shall not display cowardice in the line of duty or in any situation where the public or another officer might be subjected to physical danger. Unless actually incapacitated themselves, officers shall aid, assist, and protect fellow officers in time of danger or under conditions where danger might be impending.
15. **Prompt Response to All Calls:** Officers while on-duty shall respond without delay to all calls for police service. Calls shall be answered in compliance with normal safety precautions, traffic laws and departmental policy.
16. **Duty to Report All Crimes and Incidents:** Shall promptly report all crimes, violations, emergencies, incidents, dangers, hazardous situations and police information that come to their attention. Employees shall not conceal, ignore or distort the facts of such crimes, violations, emergencies, incidents and information.
17. **Responsibility to Know Laws and Procedures:** Employees shall know the laws and ordinances they are charged with enforcing, all departmental orders and rules, and the duties and procedures governing their specific assignments.
18. **Responsibility to Know Districts and Locations:** Officers shall know the location and boundaries of their assigned areas. Officers also shall be familiar with the names and general locations of Memorial Villages' streets, highways, and the names and locations of hospitals and major public buildings.
19. **Keeping Posted on Police Matters:** Each day while on-duty and immediately upon returning from an absence, employees shall study and become familiar with the contents of recently issued communications and directives.
20. **Sleeping on-duty:** Employees must be alert throughout their tours of duty. Sleeping while on-duty is forbidden.
21. **Assisting Criminal Activity:** Employees shall not communicate in any manner, directly or indirectly, any information that may delay an arrest or enable persons guilty of criminal acts to escape arrest or punishment, dispose of property or goods obtained illegally, or destroy evidence of unlawful activity.
22. **Studying on-duty:** Employees shall not, during their regularly assigned working hours, engage in any studying activity that is not directly related to their current job assignments.

23. **Maintaining Communications:** While officers are on-duty or officially on call, they shall be directly available by normal means of communication, or shall keep their office, headquarters, or Supervisors informed of the means by which they may be reached when not immediately available.
24. **Reporting Accidents and injuries:** Employees shall immediately report the following accidents and injuries: all on-duty traffic accidents in which they are involved, all personal injuries received while on-duty, all personal injuries not received while on-duty but which are likely to interfere with performance of assigned duties, all property damage or injuries to other persons that resulted from the performance of assigned duties, and all accidents or damage involving city equipment whether on or off-duty.
25. **Report Address and Telephone Number:** Employees shall have a working telephone or other means of communication in case of emergency and shall register their correct residence address and telephone number with the department on the prescribed form. Any change in address or telephone number must be reported immediately.
26. **Testifying in Departmental investigations:** When directed by a competent authority to make a statement or furnish materials relevant to a departmental administrative investigation, officers shall comply with the directive.
27. **Carrying of Firearms:** Except for staff approved by the *Chief of Police*, all officers are required to carry side arms while on-duty. While off-duty, officers may use their own discretion as to whether to carry side arms.
28. **Registration of Firearms:** All weapons carried and used by officers in the performance of their official duties must be registered with the department. Required registration information must be kept current.

D. Cooperation with Fellow Employees and Agencies

- [5-6] 1. **Respect for Fellow Employees:** Employees shall treat other members of the department with respect. They shall be courteous, civil and respectful of their superiors, subordinates, and associates, and shall not use threatening, hostile, or insulting language.
- [1-5] 2. **Interfering with Cases or Operations:** Employees shall not interfere with cases assigned to others. Employees shall not interfere with the work or operations of any unit in the department or the work or operations of other governmental agencies. Employees against whom a complaint has been made shall not directly or indirectly contact or attempt to contact for any reason, the complainant, witness or any other person related to the case in an attempt to intimidate or to secure the abandonment or withdrawal of the complaint, charges, or allegations.

[1-5]

Memorial Villages Police Department
2.1 Rules of Conduct

E. Restrictions on Behavior

1. **Interfering with Private Business:** Employees, during the course of their duties, shall not interfere with the lawful business of any person.
2. **Use of Intimidation:** Employees shall not use their official positions to intimidate persons.
3. **Soliciting and Accepting Gifts and Gratuities:** Unless approved by the *Chief of Police* or designate, employees of the Memorial Villages Police Department may not accept any reward, gratuity, gift or other compensation for any service performed as a result of or in conjunction with their duties as employees of the department regardless of whether the service was performed while said persons were on or off-duty. Employees shall not solicit any gift, gratuity, loan, present, fee or reward for personal gain. (2.21)
 - a. Nothing in this policy, however, shall prohibit an employee from receiving any pen, pencil, calendar, cap, coffee mug, etc. or similarly valued item if approved by the *Chief of Police*.
4. **Soliciting and Accepting Gifts from Suspects and Prisoners:** Employees are strictly prohibited from soliciting or accepting any gift, gratuity, loan, fee or other item of value, or from lending or borrowing, or from buying or selling anything of value from or to any suspect, prisoner, defendant or other person involved in any case, or other persons of ill repute, or professional bondsmen, or other persons whose vocations may profit from information obtained from the police department. (2.21)
5. **Reporting Bribe Offers:** If an officer receives a bribe offer, he shall make a written report to his commanding officer. (2.21)
6. **Accepting Gifts from Subordinates:** Without approval from the *Chief of Police* or designate, employees shall not receive or accept any gift or gratuity from subordinates, other than customary celebratory times such as holidays or birthdays. Nothing in this section shall prohibit the participation in or acceptance of food, gifts or door prizes in department sponsored functions. (2.21)
7. **Soliciting Special Privileges:** Employees shall not use their official positions or identification to solicit special privileges for themselves or others, such as free admission to places of amusement, discounts on purchases, or free or discounted meals or refreshments. (2.21)
8. **Personal Use of Police Power:** Officers shall not use their police powers to resolve personal grievances (e.g., those involving the officer, family members, relatives, or friends) except under circumstances that would justify the use of self-defense, actions to prevent

injury to another person, or when a serious offense has been committed that would justify an arrest. In all other cases, officers shall summon on-duty police personnel and a Supervisor in cases where there is personal involvement that would reasonably require law enforcement interventions.

9. **Giving Testimonials and Seeking Publicity:** Employees representing themselves as members of the Memorial Villages Police Department shall not give testimonials or permit their names or photographs to be used for commercial advertising purposes, without the written permission of the *Chief of Police*. Employees also shall not seek personal publicity either directly or indirectly in the course of their employment.
10. **Soliciting Business:** Employees shall not, while on-duty, solicit subscriptions, sell books, papers, tickets, merchandise or other items of value nor collect or receive money or items of value for any personal gain to themselves or others. Employees may solicit for projects related to charitable fundraising, but only when done in a manner not to disrupt the workplace and only with the approval of the *Chief of Police* or designate.
11. **Drinking on-duty:** Employees shall not drink any intoxicating beverages while on-duty. (2.19)
12. **Intoxication:** Employees shall not be under the influence of any intoxicating beverage or substance during their tour of duty or immediately prior to their tour of duty. Nor shall officers be intoxicated off-duty while in the public view. While off-duty, officers that have consumed an alcoholic beverage to the extent that their mental and physical faculties are impaired shall refrain from exercising any police authority. Officers assigned to special units, or assignments where they may consume alcoholic beverage during the performance of their duties shall not do so to the extent that their mental and physical faculties are significantly impaired. (2.19)
13. **Drinking While in Uniform:** At no time shall any officer consume alcoholic beverages while in uniform. (2.19)
14. **Liquor on Official Premises:** Employees shall not bring containers of intoxicating beverages into a Police Department building or vehicle except as evidence. (2.19)
15. **Entering Bars:** Taverns and Liquor Stores. Officers on-duty or in uniform shall not enter or visit any bar, lounge, parlor, club, store or other establishment whose primary purpose is the sale and on-premise consumption of liquor unless for the purpose of official duties, and shall not otherwise enter, remain or frequent such places. Officers on-duty or in uniform also shall not purchase intoxicating beverages. (2.19)
- [1-3] 16. **Drug Usage:** While on or off duty, employees shall not use any illegal drug or any controlled drug not prescribed by a physician. Employees shall notify their Supervisor if they are using any prescribed drug or any other medication or medical device that the

employee believes (or has been informed by a physician or prescription label) might impair their driving or critical decision making. (2.20)

17. **Tobacco Use:** Smoking is prohibited in all office and building areas under departmental control and occupied by department employees, except in designated smoking areas. Smoking and other tobacco use is prohibited in all department vehicles.
18. **Public Tobacco Use Prohibited:** Officers shall not smoke or otherwise use tobacco products while engaged in traffic control, on an investigation, or while otherwise in contact with or in view of the public.
19. **Political Activity:** When on duty or in uniform, an employee of the Memorial Villages Police Department may not engage in any political activity relating to a campaign for any elective public office. No employee of the Department shall, at any time, make, solicit or receive any contribution to the campaign funds of any party, interest group or candidate for use in any election involving the Cities of Bunker Hill Village, Hunters Creek Village or Piney Point Village; and no employee shall participate in any political activity or campaign for or with respect to any candidate in an election for these cities. (2.15)

For the purposes of this section, a person engages in a political activity if the person:

- (a) makes a public political speech supporting or opposing a candidate;
- (b) distributes a card or other political literature relating to the campaign of a candidate;
- (c) wears a campaign button;
- (d) circulates or signs a petition for a candidate;
- (e) solicits votes for a candidate; or
- (f) solicits campaign contributions for a candidate.

When not on duty or in uniform, an employee of the Agency may engage in political activity for and with respect to political parties, candidates and elections for and with respect to governments and entities other than the Cities of Bunker Hill Village, Hunters Creek Village or Piney Point Village; provided that an employee may not under any circumstance use the fact of his/her Agency employment to solicit campaign contributions for a candidate other than from members of an employee organization to which that person belongs; and provided further that this provision shall not be interpreted to prevent any employee of the Agency from making private comments to friends, family and co-workers about or with respect to any candidate for office.

20. **Improper Release of Information:** Employees shall not communicate to any person who is not an employee of this department any information concerning operations, activities, or matters of law-enforcement business, the release of which is prohibited by law or which may have an adverse impact on law enforcement operations or officer safety.
21. **Seeking Personal Preferment:** Employees shall not solicit petitions, influence or seek the intervention of any person outside the department for purposes of personal preferment, advantage, transfer, advancement, promotion or change of duty for themselves or for any other person.
22. **Criticism of the Department:** Employees shall neither publicly nor at internal official meetings criticize or ridicule the department or its policies, city officials or other employees by speech, writing, or other expression, where such speech, writing, or other expression is defamatory, obscene, unlawful, undermines the effectiveness of the department, interferes with the maintenance of discipline, or is made with reckless disregard for truth or falsity.
23. **Disruptive Activities:** Employees shall not perform any action that tends to disrupt the performance of official duties and obligations of employees of the department or which tends to interfere with or subvert the reasonable supervision or proper discipline of employees of the department.
24. **Operation and Use of Police Radios:** Operation and use of police radios is restricted to authorized and official police business. Personal conversations, or using vulgar, sarcastic or obscene language, or making unnecessary sounds are not permitted.
- [1-5] 25. **Use of Racial Jokes and Slurs:** No employee shall engage in any form of speech likely to be construed as a racial, ethnic or religious slur or joke, whether in the presence of the public or of other employees
26. **Use of Force:** Officers shall use only that amount of force reasonably necessary to accomplish their police mission, and the task at hand.
27. **Indebtedness to Subordinates:** Supervisors shall not become indebted to their immediate subordinates.
28. **Personal Relationships Prohibited with Certain Persons:** Employees shall not become personally involved or develop a personal or social relationship with a victim, suspect, witness, or defendant while any case is being investigated or prosecuted as a result of such investigation. (2.18)
29. **Duty to be Kind, Courteous, and Patient:** Employees shall at all times be courteous, kind, patient, and respectful in dealing with the public. Employees shall strive to win the respect of all members of the community in the discharge of their official duties.

When addressed, employees shall avoid answering questions in a short or abrupt manner, and shall not use harsh, coarse, violent, profane, indecent, suggestive, sarcastic, or insulting language.

F. Duty to Intervene (2.25)

1. All department personnel must recognize and act upon the Duty to Intervene to prevent or stop any member of the department or other first responder from conducting or committing any act that is unethical or that violates law or policy.
2. In a case of excessive or improper use of force, MVPD personnel shall intervene verbally and if necessary, are permitted to intervene physically by stopping the action/force at hand.
 - (a) In all such cases personnel shall ensure that if needed, medical attention is immediately rendered.
 - (b) In all cases requiring intervention an on-duty supervisor will be immediately notified along with the *Chief of Police* through the chain of command.
 - (c) The incident will be thoroughly documented to include photographs of all personnel and injuries/damages. All BWC footage will be immediately uploaded and marked for retention.
 - (d) An EPI will be initiated by the on-duty supervisor and forwarded to the *Chief of Police* for assignment of investigation.
3. All personnel shall take a preventive approach whenever possible, when observing behavior or emotions that suggest that an employee or other on-scene first responder is about to conduct unethical or inappropriate behavior. Personnel should examine the circumstances surrounding the incident to determine the appropriate form of intervention.
 - (a) In a verbal situation or event, the intervening employee should attempt to take control of the situation and encourage the other officer, employee or first responder to disengage. The intervening officer may need to step in between the involved parties in order to gain control of the situation.
 - (b) In a physical situation the intervening employee should attempt to safely separate the involved parties while limiting any unnecessary force.
4. All personnel are required to activate BWC equipment in all instances where they observe a situation that requires officer intervention.
5. Failure to intervene may result in disciplinary action being initiated against witnessing

personnel.

[6-7] **G. Identification and Recognition**

1. **Giving Name and Badge Number:** Officers shall give their name, badge number and other pertinent information to any person requesting such facts unless doing so would jeopardize the successful completion of a police assignment.
2. **Carrying Official Identification:** Officers shall carry their official identification on their persons at all times. All employees will carry their official identification on or about their persons while on-duty.
3. **Personal Cards:** Employees are not permitted to have or use personal cards showing their connection to the department if such cards bear any information not directly pertaining to their work as police department employees.
4. **Exchange, Alteration or Transfer of Badge:** An employee's issued badge shall not be altered or exchanged between employees or transferred to another person except by order of the *Chief of Police* or designate. Employees retiring, or resigning will not be permitted to retain their badge when doing so will hamper normal operations of the department. All badges must be purchased unless exempted by the *Chief of Police* or designate.
5. **Plainclothes Officers – Identification:** A uniformed officer shall neither acknowledge nor show recognition of another police officer in civilian clothes unless that officer first addresses the uniformed officer.

[3-6] **H. Maintenance of Property**

1. **Use of City Property or Service:** Officers shall not use or provide any department equipment or service other than for official department business.
2. **Responsibility for Department Property:** Employees shall be responsible for the proper care and use of department property and equipment assigned to or used by them and shall promptly report to their Supervisors any loss, damage, destruction, or defect therein.
- [1-6] 3. **Departmental Vehicles:** Employees shall operate department vehicles and other equipment in such a manner as to avoid injury to persons or damage to property. Whenever a police vehicle is involved in an accident, the operator shall notify a Supervisor immediately. Under no circumstances shall an officer investigate his or her own accident. Hedwig Village or Spring Valley Village Police Departments will be requested to investigate police involved accidents. If they are unavailable, a request may be made to the Houston Police Department or the Texas Department of Public Safety.

4. **Reporting Damage:** At the beginning of a tour of duty, employees shall examine any vehicle assigned to them and report any operational deficiencies, damage, or defects to their Supervisors. Failure to report damage or defects creates the presumption that the employee inspected the vehicle and found no damage or defects. The employee, in this case, shall be held responsible for the damage.
5. **Responsibility for Private Property:** Employees are responsible for protecting private property or equipment that has come into their possession by reason of their office against loss, damage, or destruction.
6. **Care of Quarters:** Employees shall keep their offices, mailboxes, lockers and desks neat, clean and orderly.
7. **Property and Evidence:** Employees shall not convert to their own use, manufacture, conceal, falsify, destroy, remove, tamper with, or withhold any property or evidence held in connection with an investigation or other official action except in accordance with established procedures. Any property or evidence coming into the possession of an employee shall be submitted to the property room prior to the end of shift.
8. **Alteration or Modification of Police Equipment:** Officers shall not use any equipment that does not conform to departmental policy or specifications. All equipment shall be carried and utilized only as issued and authorized, and no changes, alterations, modifications or substitutions shall be made to such equipment unless approved by the *Chief of Police* or designate.

(4-6) I. **Relationship with Courts and Attorneys**

1. **Attendance in Court:** Employees shall arrive on time for all required court appearances and be prepared to testify. Each member shall be familiar with the laws of evidence and shall testify truthfully on any matter.
2. **Recommending Attorneys or Bondsmen:** Employees shall not suggest, recommend, advise or counsel the retention of a specific attorney or bondsmen to any person (except to a relative) coming to their attention as a result of police business.
3. **Testifying for a Defendant:** Any employee subpoenaed or requested to testify for a criminal defendant or against the Cities of Memorial Villages or against the interests of the department in any hearing or trial shall immediately notify the *Chief of Police* or designate through the chain of command.
4. **Interviews with Attorneys:** Interviews between an officer and a complainant's attorney about a case arising from the officer's employment by the department shall be done in the presence of or with the knowledge and consent of the officer's commanding officer, department legal counsel or prosecutor.

5. **Assisting and Testifying in Civil Cases:** Officers shall not serve civil-process papers nor render assistance in civil cases except as required by law. No employee shall volunteer to testify in civil actions.
6. **Notice of Lawsuits against Officers:** Employees who have had a suit filed against them because of an act performed in the line of duty shall immediately notify the *Chief of Police* or designate in writing and furnish a copy of the complaint as well as a full and accurate account of the circumstances in question.
7. **Notice of Arrest or Citation:** Employees who have become the subject of a citation (other than traffic citations) or arrest action in any other jurisdiction shall immediately notify the *Chief of Police* or designate.
8. **Arrest of Officer from another Agency:** An officer who arrests a sworn officer of another law enforcement agency shall immediately notify his or her own Supervisor of the fact. Officers shall take whatever action is appropriate to the circumstances including issuance of summonses or making a physical arrest. That the person cited or arrested is a law-enforcement officer shall make no difference.
9. **Arrest of a Memorial Villages Officer:** If an officer has probable cause to arrest a sworn officer of our department, the officer shall first contact his or her immediate Supervisor to review and confirm probable cause. In most cases, the officer may obtain a warrant against the suspect officer. Some occasions may demand an immediate custodial arrest.

J. Expectation of Privacy

1. Employees shall have no expectation of personal privacy in such places as lockers, desks, departmentally owned vehicles, file cabinets, computers, or similar areas that are under the control and management of this law enforcement agency. While this agency recognizes the need for officers to occasionally store personal items in such areas, officers should be aware that these and similar places may be inspected or otherwise entered to meet operational needs, internal investigatory requirements, or for other reasons at the direction of the agency chief executive or his or her designee.
- [4-6] 2. No member of this agency shall maintain files or duplicate copies of official agency files in either manual or electronic formats at his or her place of residence or in other locations outside the confines of this agency without express permission.



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

Notice is hereby given of a Special 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 November 19, 2020, by teleconference for the purpose of considering the agenda items as listed.

It is anticipated that 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/91895168697?pwd=c1hHTzVzbDc0YytCTklHcEQySWwvZz09>

Meeting ID: 918 9516 8697

Passcode: 893947

b) DIALING THE FOLLOWING TOLL-FREE NUMBER:

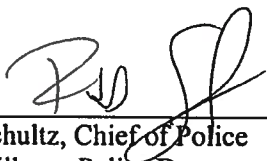
1+346-248-7799 (Houston) and entering the Meeting ID: 918 9516 8697 and password 893947

This meeting agenda, and the agenda packet, are posted online at <http://www.mvpdtx.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. Consultation with Attorney Re: Personnel Issues – Deliberation on this agenda item will be conducted in closed executive session under authority of sections §551.071 and §551.074 of the Texas Government Code.
- c. 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: 11/16/2020 @ 11981 Memorial Drive at 12:45 p.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.mvpx.org.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
A		Total Number of Incidents 2020			Life Threatening (LT) EMS Incidents				Life Threatening (LT) Fire Incidents							
		Fire	EMS	Total	# LT EMS	Natl Stand. 6:30 1st Resp. Time	of 90%	Natl. Stand 10:30 ALS Resp Time	of 90%	# LT Fire	Natl Stand. 6:50 Response Time	of 90%	% of 2020 Calls are:		Fire Alarms	% of Fire Calls
													Fire	EMS		
Bunker Hill Village	131	116	247	45	4:23	100%	6:21	100%	13	6:02	100%	53%	47%	48	37%	
Hedwig Village	162	173	335	98	3:34	100%	3:34	100%	19	3:35	100%	48%	52%	61	38%	
Hilshire Village	15	29	44	8	4:29	100%	6:37	100%	2	5:37	100%	34%	66%	5	33%	
Hunters Creek Village	239	124	363	43	3:55	100%	5:45	100%	16	4:35	100%	66%	34%	83	35%	
Piney Point Village	187	104	291	38	3:22	100%	5:38	100%	13	5:11	100%	64%	36%	94	50%	
Spring Valley Village	176	139	315	57	2:26	100%	5:01	100%	13	4:43	100%	56%	44%	41	23%	
Houston	181	0	181													
Totals	1091	685	1776	289	3:41	100%	5:29	100%	76	4:57	100%	61%	39%	332	36%	

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.

**AGENDA
VILLAGE FIRE DEPARTMENT
REGULAR MONTHLY BOARD MEETING
WEDNESDAY, NOVEMBER 18, 2020 6:00 P.M.
Zoom Meeting**

The Board of Commission is authorized by Attorney General of Texas, Ken Paxton.
o TEX. GOV'T CODE § 551.043(b)(2)– (3) o TEX. GOV'T CODE §§ 551.049–551.051
**Governor's Office Clears Path for Governmental Bodies to Meet Telephonically or by
Videoconference During Coronavirus Disaster**

Notice is hereby given of a regular monthly meeting of the Fire Commission of the Village Fire Department, to be held on **WEDNESDAY, NOVEMBER 18, 2020 6:00 P.M.**, Telephone conference information listed below.

Marlo Longoria is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/84892047510?pwd=TUNib3VTQUM1eG9iSWo3SjJ3V0NFUT09>

Meeting ID: 848 9204 7510

Passcode: 291514

One tap mobile

+13462487799,,84892047510#,,,,,0#,,291514# US (Houston)

+12532158782,,84892047510#,,,,,0#,,291514# US (Tacoma)

Dial by your location

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 848 9204 7510

Passcode: 291514

Find your local number: <https://us02web.zoom.us/j/kiheivgTq>

**VILLAGE FIRE DEPARTMENT
REGULAR MONTHLY BOARD MEETING
PAGE 2**

1. CALL TO ORDER

2. COMMENTS FROM THE PUBLIC

3. CONSENT AGENDA – All Consent Agenda items listed are considered to be routine by the Board of Commissioners and will be enacted by one motion. There will be no separate discussion of these items unless a Board Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

3A. Approval of Minutes – October 2020

3B. Approval of Bills Paid – October 2020- GF & FF

4. REPORTS

4A. Steering committee report and possible action
a. Renovation updates Project manager and Architect

4B. Treasurer's Financial Reports – October 2020 /Fund 4 balance update

4C. Fire Chief's Report- Events of October 2020; Monthly Performance; Record of Calls, and Response Times.

5. CONSIDERATION OF CONTRACTS/AGREEMENTS – The Board will discuss and consider possible action on the following:

None

6. CONSIDERATION OF RESOLUTIONS – The Board will discuss and consider possible action on the following:

None

7. DISCUSSION ITEMS/PRESENTATION OF SPECIAL REPORTS – The Board will discuss and consider possible action on the following:

None

**VILLAGE FIRE DEPARTMENT
REGULAR MONTHLY BOARD MEETING
PAGE 3**

8. **CONSIDERATION OF AND POSSIBLE ACTION ON THE FOLLOWING** - The Board will discuss and consider possible action on the following:
- 8A. Bids received for Property and Casualty Insurance for the period of February 10, 2021 – February 10, 2022
-VFIS/ Frank Comiskey presentation
- 8B. Health insurance selections for Plan Year 2021
- 8C. Rewards Study proposed items
-Retirement contributions
- 8D. Plan to extend SBISD lease
9. **CLOSED SESSION** - The Board of Commissioners will retire into Executive Session as authorized by Chapter 551; Texas Government Code, to discuss following matters:
- None
10. **ACTION – CLOSED SESSION** – The Board of Directors will discuss and consider any actions necessary on items discussed in Executive Session
11. **FUTURE TOPICS**
12. **NEXT MEETING DATE**
- December 16, 2020
13. **ADJOURNMENT**

I certify that the agenda for the 18th of November 2020, Regular Telephonic Monthly Meeting was posted at the fire department this the 13th day of November 2020, at 10:00 a.m.

Emily Morris

Emily Morris- Office Manager

The facility is wheelchair accessible and accessible parking is available. Requests for accommodations or interpretive services must be made at least forty-eight (48) hours prior to this meeting. Please contact the Fire Chief's Office at (713) 468-7941 or FAX (713) 468-5039 or morris@villagefire.org for further information.

VILLAGE FIRE DEPARTMENT
REGULAR BOARD OF COMMISSIONERS MEETING
WEDNESDAY, OCTOBER 28, 2020
MINUTES

Minutes
VILLAGE FIRE DEPARTMENT
REGULAR BOARD MEETING MINUTES
WEDNESDAY, OCTOBER 28, 2020 6:00 P.M.
"Zoom Meeting"

The Board of Commission is authorized by Attorney General of Texas, Ken Paxton.
o TEX. GOV'T CODE § 551.043(b)(2)– (3) o TEX. GOV'T CODE §§ 551.049–551.051
**Governor's Office Clears Path for Governmental Bodies to Meet Telephonically or by
Videoconference During Coronavirus Disaster**

Present and
Voting Were:

City of Spring Valley Village
City of Hunters Creek Village
City of Hilshire Village
City of Hedwig Village
City of Piney Point Village

Commissioner Allen Carpenter, Chair
Commissioner Jay Carlton, Vice Chair
Commissioner Robert Byrne, Treasurer
Commissioner Harry Folloder, Secretary
Commissioner Zebulun Nash, Member

Others

Present Were:

City of Hunters Creek Village
City of Hilshire Village
City of Piney Point Village
Village Fire Department
Village Fire Department
Randle Law Office LTD., L.L.P.

Alternate Rob Adams
Alternate Ray Leiker
Alternate Henry Kollenberg
David Foster, Fire Chief
Emily Morris, Office Manager
Grady Randle, Attorney

Not present:

City of Spring Valley Village
City of Hedwig Village

Alternate Bo Bothe
Alternate William Johnson

VILLAGE FIRE DEPARTMENT
REGULAR BOARD OF COMMISSIONERS MEETING
WEDNESDAY, OCTOBER 28, 2020
MINUTES

2. COMMENTS FROM THE PUBLIC:

None

3. CONSENT AGENDA - All Consent Agenda items listed are considered to be routine by the Board of Commissioners and will be enacted by one motion. There will be no separate discussion of these items unless a Board Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

3A. Approval of Minutes

Approval of Minutes – September 2020

3B. Approval of Bills Paid

Approval of Bills Paid – September 2020- GF & FF

Commissioner Carpenter asked for a motion to approve the consent agenda. Commissioner Folloder moved; Commissioner Carlton seconded to approve the items as presented on the Consent Agenda.

Commissioner Byrne and Commissioner Nash voted “Aye,” “Noes” none.

MOTION CARRIED UNANIMOUSLY

4. Reports

4A. Steering Committee report and possible action

- a. Renovation updates- Project Manager and Architect

Commissioner Folloder noted that the project is both on-budget and on-timeline. The upcoming project milestones include the Dispatch center being completed by 11/16 so that the electrical work can be done for the Dispatch center to go live 12/2.

Mr. Amos Byington presented the budget summary, three-week look ahead, and project history/schedule.
Article 1

Commissioner Carpenter requested that AG/CM add a slide to their presentation that provides a visual for where the project is with the budget and timeline.

Commissioner Carpenter proposed that the Commission look into extending the lease with Spring Branch ISD in order for the lease to be more aligned with the life of the new facility.

VILLAGE FIRE DEPARTMENT
REGULAR BOARD OF COMMISSIONERS MEETING
WEDNESDAY, OCTOBER 28, 2020
MINUTES

4B. Treasurer's Financial Reports – September 2020/ Fund 4 balance update

Commissioner Byrne stated the Village Fire Department is under budget by 3.65%. Commissioner Byrne noted that this is excluding the FEMA reimbursement, as the Department has not yet received the reimbursement. Commissioner Carpenter inquired if there is an estimated number the Department is expecting to be reimbursed. Commissioner Byrne and Chief Foster believe the expected reimbursement to be approximately \$52,000.

Emily Morris reported that the Fund 4 balance is \$3,844,423 as of 10/28/2020.

4C. Fire Chief's Report- Events of September 2020; Monthly Performance; Record of Calls, and Response Times.

- The new Engine is in South Houston. There will be a final inspection on 11/11.
- The old Engine has been listed for sale. There is a Fire Department in Oklahoma interested in purchasing the Engine for the listed asking price.
- We are currently fully staffed- the requested 14th shift member, Richard, is starting 11/1.
- Injuries- previously had one injury on each shift. Two have been cleared to return to work, and the third is participating in physical therapy after having surgery on his toe. We have one new injury- a firefighter who had a previous back injury and surgery is having back pain that the doctor believes is being caused by a broken screw from his surgery. The extra shift member is being transferred to A-shift since both current injuries are on A-shift.
- Firefighter appreciation dinners went well. We are grateful to Taste of Texas for providing dinner and thank the Commissioners and Alternates who were in attendance. There were many life-save awards given to the Firefighters this year.
- Response times have been very good- average Dispatch time: 37seconds; average turnout time: 47 seconds; average EMS response time: 4 minutes 19 seconds; average Fire response time: 4 minutes 48 seconds.
- There has been a decrease in transports, which is likely due to residents not wanting to go to the hospital during this time (COVID-19).
- There has only been one confirmed COVID-19 transport in recent months
- The moving process is going well- the office is in the process of being moved to Hedwig City Hall this week.
- The utility truck has been converted into the Deputy Chief's truck. The Deputy Chief will now have the extra hose in the back of their truck to assist when there are narrow streets and long driveways

5. CONSIDERATION OF CONTRACTS/AGREEMENTS – The Board will discuss and consider possible action on the following:

None

VILLAGE FIRE DEPARTMENT
REGULAR BOARD OF COMMISSIONERS MEETING
WEDNESDAY, OCTOBER 28, 2020
MINUTES

6. CONSIDERATION OF RESOLUTIONS – The Board will discuss and consider possible action on the following:

None

7. DISCUSSION ITEMS/PRESENTATION OF SPECIAL REPORTS – The Board will discuss and consider possible action on the following:

None

8. CONSIDERATION OF AND ACTION ON THE FOLLOWING - The Board will discuss and consider possible action on the following:

8A. Action on the following:

1. Facility budget funding- amend 2021 budget to reflect total cost of renovation
2. Dedication of Ambulance Funds
3. Authorize abolishment of Compensated Absence Fund and allocation of balance funds
4. Rewards Study proposed items

Alternate Kollenberg summarized his letter, *Article 2*, regarding items 1-3. The Commission previously discussed these topics, and Alternate Kollenberg suggested the Commission move forward with a decision.

Commissioner Carpenter asked for a motion to approve items 1-3 as outlined in Alternate Kollenberg's letter. Commissioner Nash moved, and Commissioner Byrne seconded the motion.

Commissioner Folloder and Commissioner Carlton voted "Aye", "Noes" none.

MOTION CARRIED UNANIMOUSLY

Alternate Kollenberg discussed item 4. The recommendations moving forward include:

- Increasing the Department's TMRS match from 1.5:1 to 2:1
- Retaining the Department's 2% 457 contribution
- Increasing the Department's contribution for employee + dependent insurance coverage from 50% to either 60% or 75%

The Commission discussed what the next steps are for making these decisions. Commissioner Carpenter explained that it is not necessary to get approval from the Cities on these items, but he suggested the Commission get feedback from their City Councils on these matters, especially regarding TMRS.

Commissioner Folloder noted that it could be beneficial for the Commission to go ahead and make a decision regarding increasing the Department's contribution for employee + dependent insurance coverage due to the upcoming open enrollment. It would be nice for the Firefighters to have an answer on this item before they make their insurance decisions. Commissioner Carpenter asked each Commissioner their current opinion on the

VILLAGE FIRE DEPARTMENT
REGULAR BOARD OF COMMISSIONERS MEETING
WEDNESDAY, OCTOBER 28, 2020
MINUTES

decision. Each Commissioner was in favor of increasing to 75% due to the rewards study survey reflecting that most competing fire departments are providing at least 75%.

Commissioner Folloder made a motion to approve VFD to increase the contribution to health care coverage from 50% to 75% for dependent coverage effective 1/01/2021. This is in accordance with the results from the rewards study VFD commissioned, which suggested it is necessary to do so to stay competitive in the marketplace. The estimated \$80,000 cost to do so will be funded out of the \$150,000 in the approved 2021 Budget. Commissioner Nash seconded the motion.

Roll Call:

Spring Valley Village – Yes
Hunters Creek Village – Yes
Hilshire Village – Yes
Hedwig Village – Yes
Piney Point Village – Yes

MOTION CARRIED UNANIMOUSLY

The Commission decided to postpone the vote on retirement contributions until after they can discuss the topic further with their City Councils.

8B. Ambulance shelter parking location and purchase

Commissioner Byrne referenced the ambulance shelter presented by Mr. Byington, *Article 1*. Commissioner Byrne noted that a motion is needed to move forward with the ambulance shelter to stay on the project timeline. Chief Foster explained that it is important to cover the ambulances as well as the fire trucks to protect them from the elements and to keep them ready for use at all times. Commissioner Folloder noted that the cost for the ambulance shelter does not add to the total renovation budget- it will be funded from savings placed into the owner's contingency.

Commissioner Byrne made a motion to spend a maximum of \$15,000 for the ambulance shelter to be utilized during the renovation, with the funding coming from savings that have been found throughout the project; Commissioner Carlton seconded the motion.

Commissioner Folloder and Commissioner Nash voted "Aye", "Noes" none.

MOTION CARRIED UNANIMOUSLY

9. CLOSED SESSION – The Board of Commissioners will retire into Executive Session as authorized by Chapter 551; Texas Government Code, to discuss following matters:

None

VILLAGE FIRE DEPARTMENT
REGULAR BOARD OF COMMISSIONERS MEETING
WEDNESDAY, OCTOBER 28, 2020
MINUTES

10. ACTION – CLOSED SESSION – The Board of Directors will discuss and consider any actions necessary on items discussed in Executive Session

None

11. FUTURE TOPICS:

- TMRS Contribution
- SBISD Lease
- 2021 Insurance

12. NEXT MEETING DATE:

November 18, 2020

13. ADJOURNMENT

Commissioner Folloder moved to adjourn at 7:42 p.m., seconded by Commissioner Byrne.

MOTION CARRIED UNANIMOUSLY

Respectfully submitted

Commissioner Allen Carpenter, Chair

Attest:

Commissioner Harry Folloder, Secretary

VILLAGE FIRE DEPARTMENT
REGULAR BOARD OF COMMISSIONERS MEETING
WEDNESDAY, OCTOBER 28, 2020
MINUTES

Marlo Longoria is inviting you to a scheduled Zoom meeting.

Topic: Commission meeting

Time: Oct 28, 2020 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/88254264551?pwd=bWwrNWJoZ1BGVWI2NHAxQ2g1NkFDZz09>

Meeting ID: 882 5426 4551

Passcode: 851136

One tap mobile

+13462487799,,88254264551#,,,,,0#,,851136# US (Houston)

+16699006833,,88254264551#,,,,,0#,,851136# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

Meeting ID: 882 5426 4551

Passcode: 851136

Find your local number: <https://us02web.zoom.us/j/88254264551>

Article 1



AG|CM
INC.

JOINER
ARCHITECTS

**Village Fire Department
2020 Addition & Renovation Project
October 2020 Board Update**

Wednesday, September 23, 2020
September 2020 board update.pptx

Village Fire Dept. Commissioners & Leadership

Commissioners

Council Member Allen Carpenter, Chair (Spring Valley Village)
Council Member Jay Carlton, Vice-Chair (Hunters Creek Village)
Mr. Zebulun Nash, (Piney Point Village)
Council Member Harry Folloder, Secretary (Hedwig Village)
Council Member Robert Byrne, Treasurer (Hilshire Village)

Alternates

Mr. William Johnson (Hedwig Village)
Council Member Henry Kollenberg (Piney Point Village)
Mr. Bo Bothe (Spring Valley Village)
Mr. Rob Adams (Hunters Creek Village)
Mr. Ray Leiker (Hilshire Village)

Village Fire Department Leadership

Chief David Foster (Village Fire Dept.)
Mrs. Marlo Longoria (Administrator)



Recent Project History

September

- September 28, Weekly steering committee coordination meeting #20
- September 29, Telecom/Data coordination with VFD
- September 30, Phase 1 temporary power site walk

October

- October 5, Weekly steering committee coordination meeting #21
- October 6, Temporary power coordination meeting with contractor and design team
- October 7, OAC (owner, architect, contractor) Meeting #8
- October 12, Weekly steering committee coordination meeting #22
- October 14, Contractor Progress Meeting #7
- October 19, Weekly steering committee coordination meeting #23
- October 21, OAC (owner, architect, contractor) Meeting #9
- October 22, SBISD coordination for ambulance tent
- October 26, Weekly steering committee coordination meeting #24

Proposed Ambulance Shelter

Circumstances

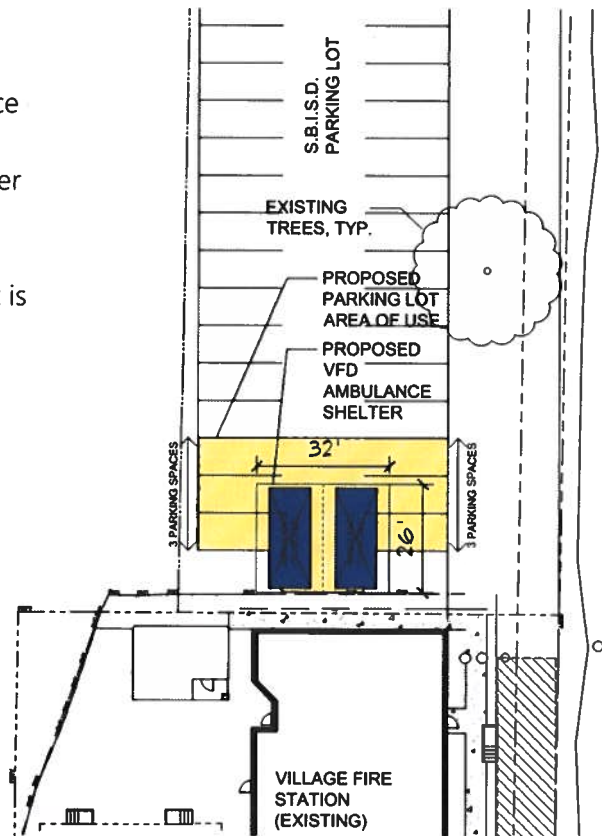
- Existing overhead power lines prevented ambulance shelter in front parking lot
- It is best practice to cover ambulances from weather

Solution

Provide a temporary shelter in a different location that is easily accessible to the first responders.

History

- Several meetings with Centerpoint Energy
- Conversations with Design Team and Contractor
- Conversations with Tent Manufacturer
- Steering Committee developed current proposed plan
- Reviewed proposed plan with SBISD



Proposed Ambulance Shelter

Construction

32'w x 26'd x 10-12'h 9-post option with HDG 3"x3" steel posts, 10"x2.5" galvanized finish steel Cee beams and Galvalume "PBR" roof panels

Scheduling

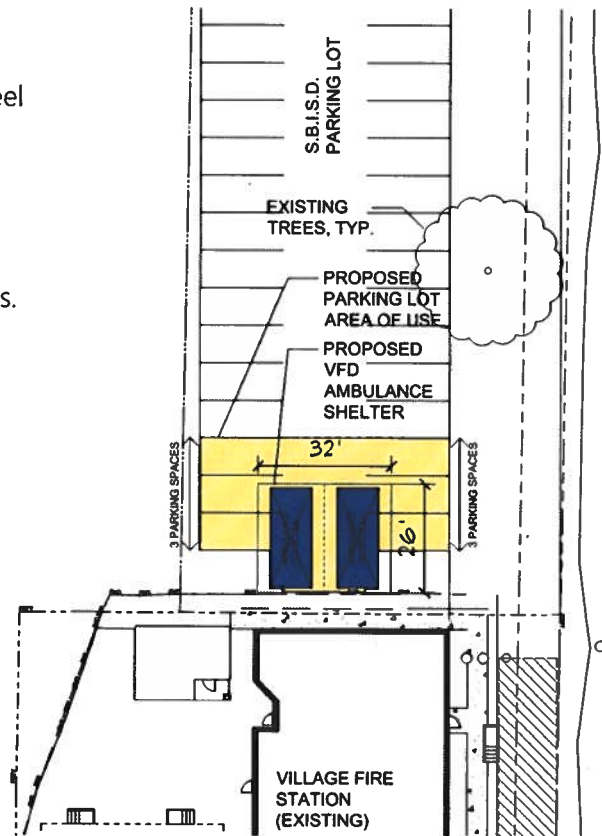
After contract is signed by VFD the shelter will begin construction in four weeks barring any permitting issues. Construction time is two days.

Cost Estimate

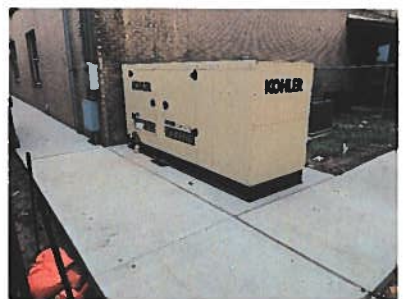
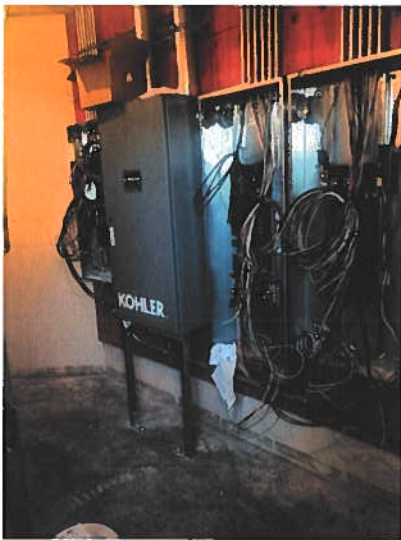
- Construction: \$11,618.00
- Engineering Fee: Designed for 140mph = \$450.00
- Permitting cost: T.B.D. and paid by VFD
- Option shelter removal if needed = \$1,400.00.

Payments

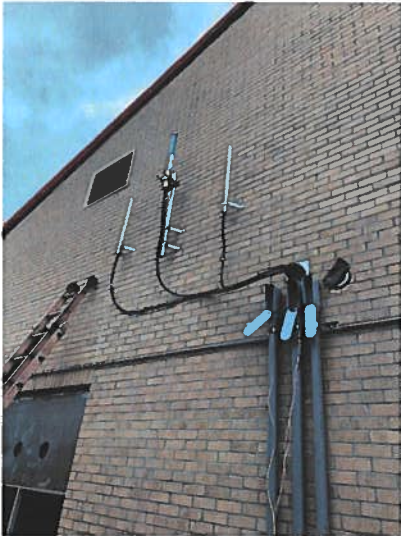
50% deposit to begin engineering and documents for permit. Balance due after shelter is finished with VFD approval.



Project Photos



Project Photos



CHANGE PROPOSAL REQUEST & ALLOWANCE LOG

VILLAGE FIRE STATION ADDITIONS AND RENOVATIONS

CPR No.	Date Issued	SCOPE OF WORK	AEA No.	INITIATED BY	INITIAL ESTIMATE	CONSTRUCTION CONTINGENCY	DOOR HARDWARE ALLOWANCE	STORAGE ALLOWANCE	HAZARDOUS MATERIAL ALLOWANCE	LANDSCAPE ALLOWANCE	TEMPORARY TRAILER MEPT	EXHIBIT A - CAMERAS	CHANGE ORDER No.	CHANGE ORDER AMOUNT	CHANGE ORDER CALENDAR DAYS	
n/a	6/16/2020	Storage Container Credit	AER-C-01	Owner	(\$2,500.00)	(\$2,620.00)										
n/a	7/9/2020	Tree Removal	AER-L-01	GC	\$8,000.00					\$7,000.00						
n/a	7/17/2020	Contract Time Extension (Increase 41 Days)		GC	\$0.00								Change Order No. 001	\$0.00	41	
1	7/9/2020	Door Hardware		A/E	\$60,000.00		\$49,984.00									
2	7/13/2020	Backflow Preventer	AER-OC-03	AHJ	\$3,000.00		\$2,970.00									
3	7/13/2020	Revised FDC Location	AER-OC-04	AHJ	\$9,000.00		\$12,482.00									
4	7/20/2020	ASMTA	AER-OC-02	A/E	\$31,130.00		\$14,108.30									
5	7/31/2020	Flooring Revisions Option 2B (Change Order)		Owner	\$44,893.23								Change Order No. 003	\$42,437.16	21	
7R1	9/16/2020	Access Control Revisions (Division 2B) Revised	AER-OC-07R1	A/E	(\$2,000.00)	(\$1,088.19)										
n/a	8/26/2020	Exhibit A - Camera Allowance Removal		Owner	(\$25,000.00)							\$25,000.00	Change Order No. 002	(\$25,000.00)	0	
n/a	10/14/2020	Temporary Trailer HVAC(M) Build-Out	AER-MEPT-02R1	A/E	\$8,750.00						\$5,750.00					
n/a	10/14/2020	Temporary Trailer Fire Alarm(T) Build-Out			\$8,500.00						\$9,880.00					
n/a	10/14/2020	Temporary Trailer Plumbing(P) Build-Out			\$7,800.00											
n/a	10/20/2020	Temporary Trailer Electrical/Elect(T) Build-Out			\$28,797.00											
n/a	10/20/2020	Temporary Trailer Awp/Site Revisions			\$4,500.00											
6	8/28/2020	Temporary Trailer FFE Scope Reduction	AER-OC-08	Owner	(\$5,100.00)	(\$4,355.00)										
9	9/16/2020	Shower Revisions	AER-OC-09	Owner	\$4,500.00		\$3,349.00									
10	9/25/2020	Additional Data / Power for Motorola Installation		Owner	\$1,800.00											
11	9/25/2020	Full Height Ceramic Tile at Phase 1 Restrooms		GC/Owner	\$1,500.00	\$0.00										
12	9/25/2020	Air Compressor Wall Mounted Disconnect Credit		Owner	(\$900.00)											
13	10/28/2020	Revised Location for Ambulance Power			\$1,200.00											
14	10/21/2020	Reduced Truck Tent Rental			(\$2,300.00)											
15		Lighting Protection Revisions														
16	10/21/2020	Flooring in Data Room D101			(\$500.00)											
17	10/21/2020	Geer Storage Door 146			\$2,500.00											
18		Revised Plumbing Fixtures	AER-OC-10	Owner/A/E	\$6,000.00	\$5,995.91										
n/a		Contract Time Extension (Decrease 7 Days per Tree Removal)		GC	\$0.00								Change Order No. 004	\$0.00	7	
Used Allowances					30,912.00	69,984.00	0.00	0.00	0.00	7,000.00	18,418.00	29,000.00	Original Contract Sum	4,707,800.00	Original Contract Date	6/26/2021
Remainder of Allowances					169,187.88	(9,984.00)	18,000.00	20,000.00	28,000.00	28,000.00	70,896.00	0.00	CO Total	17,437.16	Days Total	69
													New Contract Sum	\$4,725,037.16	New Contract Date	9/27/2021

Legend	
	CPR Issued, GC Proposal Approved, Contractual Documentation Fully Executed
	CPR Issued, GC Proposal Approved, Contractual Documentation Not Yet Fully Executed
	CPR Issued, GC Proposal Under Review
	CPR Issued, Awaiting GC Proposal
	CPR Voided

OWNER'S CONTINGENCY LOG

VILLAGE FIRE STATION ADDITIONS AND RENOVATIONS

SCOPE OF WORK	OWNER'S CONTINGENCY \$0.00	NOTES
Balance of ASI#1 Security Camera Allowance	(\$15,000.00)	Funds reallocated, Ref. to CO 002; \$25,000 total funds returned, \$10,000 new Security Camera System cost = Balance \$15,000
Dispatch Office Desks Savings	(\$15,000.00)	Funds reallocated, unused budget soft costs for new furniture. Existing furniture relocated to new Dispatch Office.
Phone System Savings	(\$30,000.00)	Funds reallocated, unused budget soft costs for new phone system.
Flooring Revisions Option 2B (Change Order)	\$42,437.18	Refer to Change Order 003
Windstorm Overage & Mech TAB Budget Adjustment for Actual Costs	\$104.00	Overage of \$2000 for Windstorm Certification and savings of \$1,896 for Mech. System TAB.
Used Allowance	\$42,541.18	
Remainder of Allowance	(\$17,458.82)	

SUMMARY SHEET

I. Scope of Work - Phase I, II & III	Quantity	Unit	Cost per Unit	Revision 7/28	Revision 8/21	Revision 9/18	Revision 10/20	Latest Revision Notes
A. Construction Masters								
Base Proposal (Less Alternates)	1	LS		\$ 4,727,000.00	\$ 4,727,000.00	\$ 4,727,000.00	\$ 4,727,000.00	
Owner's Unforeseen Contingency Allowance	1	LS	\$ 200,000.00	included	included	included	included	
Signage Allowance	1	LS	\$ 10,000.00	included	included	included	included	
Door Hardware Allowance	1	LS	\$ 60,000.00	included	included	included	included	
Hazardous Materials Removal Allowance	1	LS	\$ 20,000.00	included	included	included	included	
Landscape Allowance	1	LS	\$ 40,000.00	included	included	included	included	
Temporary Trailers for Firefighters Allowance	1	LS	\$ 86,000.00	included	included	included	included	
Alternate #1 - Monument Sign	1	LS		\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	
Alternate #2 - Paving Deduct	1	LS		\$ (51,000.00)	\$ (51,000.00)	\$ (51,000.00)	\$ (51,000.00)	
B. ASI #01								
ASI #01 - Radio Tower Footings	1	LS		\$ (3,000.00)	\$ (3,000.00)	\$ (3,000.00)	\$ (3,000.00)	
ASI #01 - Surface Mounted Dispensers	1	LS		\$ 290.00	\$ 290.00	\$ 290.00	\$ 290.00	
ASI #01 - Missing Lights in Annex	1	LS		\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	
ASI #01 - Missing HM Door & Frame	1	LS		\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	
ASI #01 - Pre-Engineered Canopy Columns	1	LS		\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	
ASI #01 - Civil Storm Utilities on Plumbing Drawings	1	LS		\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
ASI #01 - Section Detail at Paving	1	LS		\$ 1,360.00	\$ 1,360.00	\$ 1,360.00	\$ 1,360.00	
ASI #01 - Fuel Monitoring on IT Network	1	LS		\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	
ASI #01 - Existing Monument Sign	1	LS		\$ 4,400.00	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00	
ASI #01 - Removal of BIM requirements	1	LS		\$ (14,000.00)	\$ (14,000.00)	\$ (14,000.00)	\$ (14,000.00)	
Allowance - ASI #01 - Security Cameras	1	LS		\$ 25,000.00	\$ -	\$ -	\$ -	
Sub Total				\$ 4,707,600.00	\$ 4,682,600.00	\$ 4,682,600.00	\$ 4,682,600.00	difference - \$0
Design Contingency	0%			\$0.00	\$0.00	\$0.00	\$0.00	
Total Change Orders to Date (Ref: CPR/Allowances Log)					\$44,893.00	\$42,437.18	\$42,437.18	
Total Construction Cost - Phase I,II & III				\$ 4,707,600.00	\$ 4,727,493.00	\$ 4,725,037.18	\$ 4,725,037.18	difference - \$0
Total Soft Costs (see next page)				\$810,201.50	\$835,305.50	\$850,305.50	\$807,764.32	difference - next page
Total Project Cost (excluding dispatch equipment)				\$ 5,517,801.50	\$ 5,562,798.50	\$ 5,575,342.68	\$ 5,532,801.50	difference - (\$42,541.18)
Total Project Cost (including dispatch equipment - see next page)				\$ 5,700,311.50	\$ 5,745,308.50	\$ 5,742,852.68	\$ 5,700,311.50	difference - (\$42,541.18)

committed allotments

changes from previous month

special indicator

SOFT COSTS BREAKDOWN

II. Soft Costs:	Quantity	Unit	Cost per Unit	Revision 7/28	Revision 8/21	Revision 9/18	Revision 10/20	Latest Revision Notes
Professional Services								
Project and Construction Manager Services (AGCM)	1	LS		\$123,975.00	\$123,975.00	\$123,975.00	\$123,975.00	
Change Order #01 (Change of Scope)	1	LS		\$24,500.00	\$24,500.00	\$24,500.00	\$24,500.00	
Change Order #02 (See Geotec, Asbestos, Survey Below)	1	LS		\$828.50	\$828.50	\$828.50	\$828.50	
Change Order #03 (Waterproofing Consultant)	1	LS		\$8,415.00	\$8,415.00	\$8,415.00	\$8,415.00	
MEP Commissioning	1	LS		\$18,500.00	\$18,500.00	\$18,500.00	\$18,500.00	
Geotech (AGCM Change Order #2)	1	LS		\$1,950.00	\$1,950.00	\$1,950.00	\$1,950.00	
Asbestos Testing (AGCM Change Order #2)	1	LS		\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	
Site Utility and Topographic Survey (AGCM Change Order #2)	1	LS		\$3,826.00	\$3,826.00	\$3,826.00	\$3,826.00	
Architectural and Engineering Fees	1	LS		\$262,500.00	\$262,500.00	\$262,500.00	\$262,500.00	
Architectural ASP (December 15, 2019)	1	LS		\$96,000.00	\$96,000.00	\$96,000.00	\$96,000.00	
Proposed Civil Change Order	1	LS		\$4,401.00	\$4,401.00	\$4,401.00	\$4,401.00	
Windstorm Certification	1	LS				\$6,000.00	\$6,000.00	Difference in green = (\$2,000)
Accessibility Review & Inspections	1	LS		\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	
Construction Material Testing	1	LS		\$17,284.00	\$17,284.00	\$17,284.00	\$17,284.00	
Mech. System Test & Balancing	1	LS				\$10,104.00	\$10,104.00	Difference in green = \$1,896
Contingency and Allowance Amounts								
Owner's Contingency	1	LS			\$15,000.00	\$60,000.00	\$17,458.82	subtracted \$42,437.18 for CO #3 & \$104 for overages between Windstorm Certification and Mech. System Test and Balancing
Permitting Allowance	1	LS		\$22,740.00	\$22,740.00	\$22,740.00	\$22,740.00	
Permitting Plan Review	1	LS		\$14,782.00	\$14,782.00	\$14,782.00	\$14,782.00	
Moving Allowance	1	LS		\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	
FFE Allowance	1	LS		\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	
Proposed Ambulance Shelter	1	LS						Structure: \$11,618 Engineering: \$450 Removal: \$1,400 Permitting: \$1,500 Total: \$14,968
Phone System Hardware	1	LS		\$75,000.00	\$75,000.00	\$45,000.00	\$45,000.00	
Security Camera Purchase	1	LS			\$10,000.00	\$10,000.00	\$10,000.00	
Other Costs								
Reimbursable/Printing/Couriering	1	LS		\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	
Electrical, Gas and Data Service Connections	1	LS		\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	
Total Soft Costs				\$ 810,201.50	\$ 835,305.50	\$ 850,305.50	\$807,764.32	difference of (\$42,541.18)

DISPATCH EQUIPMENT

II. Soft Costs:	Quantity	Unit	Cost per Unit					Notes
Communications Equipment (Dispatch Relocation)	1	LS		\$0.00	\$0.00	\$0.00	\$0.00	
Dispatch Desks	1	LS		\$15,000.00	\$15,000.00	\$0.00	\$0.00	
Fire Station Alert System and Installation	1	LS		\$167,510.00	\$167,510.00	\$167,510.00	\$167,510.00	
Total Dispatch Equipment Cost:				\$ 182,510.00	\$ 182,510.00	\$ 167,510.00	\$ 167,510.00	difference - (\$0)

Wednesday, October 28, 2020
October 2020 board update.pptx

Schedule Projections

ID	Task Mod	Task Name	Duration	Start	Finish	1, 2019	Half 2, 2019	Half 1, 2020	Half 2, 2020	Half 1, 2021	Half 2, 2021	Half 1, 2022	Half 2, 2022					
1		Village Fire Dept. Station	316 days	Fri 5/15/20	Fri 7/30/21	Village Fire Dept. Station 7/30												
2		Procurement	39 days	Mon 5/25/20	Thu 7/16/20	Procurement 7/16												
11		Submittals	89 days	Fri 5/15/20	Wed 9/16/20	Submittals 9/16												
21		NTP	2 days	Mon 7/6/20	Tue 7/7/20	NTP 7/7												
22		Site Mobilization	2 days	Wed 6/3/20	Thu 6/4/20	Site Mobilization 6/4												
26		Phase 1 -Annex	104 days	Fri 6/5/20	Wed 10/28/20	Phase 1 -Annex 10/28												
72		Phase 2 - Main Building	170 days	Thu 10/29/20	Wed 6/23/21	Phase 2 - Main Building 6/23												
140		Phase 3	31 days	Mon 6/7/21	Mon 7/19/21	Phase 3 7/19												
147		Final Inspections & Commissioning	2 days	Tue 7/20/21	Wed 7/21/21	2 days Final Inspections & Commissioning												
148		Complete Punch List	7 days	Thu 7/22/21	Fri 7/30/21	7 days Complete Punch List												
149																		
150																		
151		Contract Duration	396.5 days	Tue 5/26/20	Sat 6/26/21	Contract Duration 6/26												
152		Contract NTP	0 days	Tue 5/26/20	Tue 5/26/20	Contract NTP 5/26												
153		Contract Phase 1 Substantial Completion	119 days	Tue 5/26/20	Mon 9/21/20	Substantial Completion 9/21												
154		Contract Phase 2 Substantial Completion	278 days	Tue 9/22/20	Sat 6/26/21	Phase 2 Substantial Completion 6/26												
155		Contract Phase 3 Completion	21 days	Sun 6/27/21	Sat 7/17/21	Contract Phase 3 Completion 21 days												
156		Change Order #1 - NTP Extension	41 days	Sun 6/27/21	Fri 8/6/21	41 days Change Order #1 - NT												
157		Change Order #2 - Security Camera	0 days	Fri 8/6/21	Fri 8/6/21	0 days Change Order #2 - Se												
158		Change Order #3 - Flooring Revisions	21 days	Sat 8/7/21	Fri 8/27/21	21 days Change Order #3 - Fl												



AG|CM
INC.

JOINER
ARCHITECTS

**Village Fire Department
2020 Addition & Renovation Project
October 2020 Board Update**

Wednesday, October 28, 2020
October 2020 board update.pptx



Article 2

proposed renovation budget confirmation and related issues

1 message

Henry Kollenberg <henry@ppvouncil.org>

Fri, Sep 11, 2020 at 9:37 AM

To: Allen Carpenter <allen.carpenter@icloud.com>, Jay Carlton <jbcarlton@cityofhunterscreek.com>, Harry Folloder <hfolloder@hedwigtx.gov>, Robert Byrne <Robert.byrne@hilshirevillagetexas.com>, Zeb Nash <zebnash@sbcglobal.net>, Ray Leiker <rayltx@live.com>, "robadams@pdq.net" <robadams@pdq.net>, "William J. Johnson" <jonloc@msn.com>, Bo Bothe <BBothe@springvalleytx.com>

Cc: Keith Brown <kbrown@bunkerhilltx.gov>, Chief David Foster <foster@villagefire.org>, Marlo Longoria <Longoria@villagefire.org>, "J. Grady Randle" <Grady@jgradyrandlepc.com>

Commissioners --

At the last meeting, I was asked to come up with a mechanism to (1) confirm the Cities' agreement with the renovation budget, (2) confirm dedication of sufficient ambulance billing (AB) funds to fund it, and (3) (my pet peeve) close the compensated absence fund and transfer the funds to the Facility Fund. The first two have to be tied together.

I think the best way to memorialize this is to have a motion (or two) at the next meeting to ask the Cities to:

- (1) amend the 2021 budget to budget dollars in the Facility Fund to reflect the total renovation budget, with the proviso that it will not increase the Cities' assessment, but rather be funded by AB
- (2) authorize the compensated absence fund action

I attach a draft of a letter from the Chairman to the Cities reflecting that possible action of the Commission and asking the Cities to put it on their agendas and approve.

I also attach a document that I have titled "Facility Fund Notes" that I have used to organize my thoughts. If people think it might be helpful, we can decide what to do with it.

Henry

2 attachments

Draft letter to Mayors.pdf
55K

Facility Fund Notes .pdf
75K

Village Fire Department



**901 Corbindale Rd
Houston, Texas 77024
(713) 468-7941
(713) 468-5039 FAX**

The Honorable Brian T. Muecke

Mayor, City of Hedwig Village

The Honorable Russell Herron

Mayor, City of Hilshire Village

The Honorable Jim Pappas

Mayor, City of Hunters Creek Village

The Honorable Mark Kobelan

Mayor, City of Piney Point

The Honorable Marcus Vajdos

Mayor, City of Spring Valley

Protecting and Serving the Cities of:

**BUNKER HILL VILLAGE
HEDWIG VILLAGE
HILSHIRE VILLAGE
HUNTERS CREEK VILLAGE
PINEY POINT VILLAGE
SPRING VALLEY VILLAGE**

September 21, 2020

Re: Facility Renovations

Dear Mayors:

As you know, the Village Fire Commission has awarded the construction contract for renovation of the fire station and solidified the other cost elements involved in the renovation.

The budget for the construction costs, soft costs and dispatch equipment is \$5,700,311. A copy of the budget worksheet prepared by the program manager is attached for your convenience. It has been expected that, to the extent dollars were required over and above the Cities' assessments for the Facility Fund for 2019 and 2020, those funds would come from the ambulance billing funds and not additional assessments. To appropriately reflect that, the Commission has voted to request amendment to the 2021 budget, with that proviso.

In order to confirm this, we would ask that you put on your City's agenda and approve amending the 2021 budget to include \$ 685,000 in the Facility Fund for the renovations, with the proviso that it will not increase the Cities' assessment but will be funded to the extent necessary by transfer of ambulance billing funds, currently held by the Department or collected in the future.

The Commission also voted to transfer funds from the Compensated Absence Fund (currently \$ 11,258) to the Facility Fund and discontinue the Compensated Absence Fund, as the Commission feels it is now unnecessary. We would ask that you place that on your agenda and approve this action.

Respectfully,

Allen Carpenter, Chairman

Facility Fund Notes

1. The renovation budget, including construction contract, soft costs and dispatch equipment is \$5,700,311. Of that, \$183,377 was paid to the architect and project manager in 2019. Those amounts are included in the project budget.
2. This leaves \$ 5,516,934 to be paid of the Facility Fund in 2020 and 2021.
3. The audited balance in the Facility Fund on 12/31/19 was \$3,569,935.
4. The 2020 budget has the Cities contributing \$1.5 million.
5. \$261,211 was paid to Motorola for a necessary upgrade to the computer dispatch system. This was authorized in 2019 but not actually billed until 2020. This is not shown as part of the renovation budget, as it did not involve the architect, leaving \$4,808,724 available to fund the renovation project.
6. That leaves \$684,517 needed to be allocated to finish the renovation project.
7. It has been expected that this would be covered by ambulance billing funds. It appears that will be sufficient.
8. There is \$443,611 in Ambulance Billing funds through the end of August. It is estimated that the Department will collect \$21,000 per month.
9. The amount of ambulance billing funds varies. In rough numbers, in 2018, it was \$244,000. In 2019, it was \$333,000. In the first 6 months of 2020, it was \$135,000. In July, it was \$9,000. In August, it was \$26,000. In September, it was \$ 31,000. So, \$21,000 seems like a reasonable estimate/guess, but it could easily be over or under.
10. There are also other amounts to be added to the Facility Fund. The Fund has earned \$12,435 in interest in 2020 through August. The Commission believes that it will receive reimbursement from FEMA for some pandemic-related expenses. That is estimated to be in the \$40,000 range, though timing is uncertain. The Commission wishes to transfer \$11,258 from the Compensated Absence fund to the Facility Fund. The VFD is hopeful there will be a slight surplus for 2020 that could be added to the Facility Fund.

Rev. 10/24/2020

PROPERTY/CASUALTY INSURANCE BID PROPOSAL SUMMARY

Proposed Effective Date: 02/10/2021

Anniversary Date: 02/10/2022

FRANK COMISKEY AGENCY, INC. 2020
Prior Year 2020


FRANK COMISKEY AGENCY, INC. 2021
Bid Option 1

FRANK COMISKEY AGENCY, INC. 2021
Bid Option 2

General Liability/ Professional Health Care Liability Limits	\$1,000,000 Each Occurrence \$3,000,000 General Aggregate	\$1,000,000 Each Occurrence \$3,000,000 General Aggregate	\$1,000,000 Each Occurrence \$10,000,000 General Aggregate
Deductible	-0-	-0-	-0-
Law Enforcement Liability (included)	Included	Included	Included
	-0-	-0-	-0-
Premium	\$2,676.00	\$2,467.00	\$2,504.00
Automobile Liability (Includes Hired & Non-Owned) Limits	\$1,000,000 Per occurrence see schedule of vehicles	\$1,000,000 Per occurrence see schedule of vehicles	
Deductible			
Premium	\$16,111.00	\$19,354.00	
Auto Medical Payments Limits	\$25,000 Per Person	\$25,000 Per Person	
Deductible	-0-	-0-	
Premium	Included in Auto Liability	Included in Auto Liability	
Uninsured/Underinsured Motorists Limits	\$1,000,000 Per accident	\$1,000,000 Per accident	
Deductible	\$250 Property Damage	\$250 Property Damage	
Premium	Included in Auto Liability	Included in Auto Liability	
Automobile Physical Damage (Comprehensive/Collision) Limits	Agreed Value/Actual Cash Value	Agreed Value/Actual Cash Value	
Deductible	\$1,000/\$1,000 max per claim	\$1,000/\$1,000 max per claim	
Premium	Included in Auto Liability	Included in Auto Liability	
Management Liability			
Coverage Form	Claims Made	Claims Made	Claims Made
Limits	\$1,000,000 Each wrongful act \$3,000,000 Aggregate	\$1,000,000 Each wrongful act \$3,000,000 Aggregate	\$1,000,000 Each wrongful act \$10,000,000 Aggregate
Deductible	-0-	-0-	-0-
Cyber Liability	\$1,000,000 Each event limit	\$1,000,000 Each event limit	\$1,000,000 Each event limit
Privacy Crisis Management Expense	\$50,000 Each event limit	\$50,000 Each event limit	\$50,000 Each event limit
Premium	\$4,738.00	\$4,467.00	\$4,549.00
Underground Storage Tank Liability/ Pollution Liability Limits	\$2,000,000 Each claim	\$2,000,000 Each claim	
Deductible	\$2,000,000 Aggregate	\$2,000,000 Aggregate	
	\$5,000 Each claim	\$5,000 Each claim	
Premium	\$1,571.00	\$1,677.00	
Real & Personal Property			
Limits	Buildings-\$3,514,453 Guaranteed Repl. Cost Contents-\$697,507 Guaranteed Repl. Cost	Buildings-\$3,542,385 Guaranteed Repl. Cost Contents-\$697,508 Guaranteed Repl. Cost	
Deductible	\$2,500	\$2,500	
Premium	\$11,324.00	\$10,556.00	
Flood & Earthquake Limits	Buildings-\$3,514,453 Guaranteed Repl. Cost Contents-\$697,507 Guaranteed Repl. Cost	Buildings-\$3,542,385 Guaranteed Repl. Cost Contents-\$697,508 Guaranteed Repl. Cost	
Deductible	\$1,000 flood/5% earthquake	\$1,000 flood/5% earthquake	
Premium	Included in Property	Included in Property	
Portable Equipment (includes Flood & Earthquake) Limits	Blanket Guaranteed Replacement Cost	Blanket Guaranteed Replacement Cost	
Deductible	\$250	\$250	
Premium	\$2,691.00	\$2,691.00	
Equipment Breakdown Limits	Buildings-\$3,514,453 Guaranteed Repl. Cost Contents-\$697,507 Guaranteed Repl. Cost	Buildings-\$3,542,385 Guaranteed Repl. Cost Contents-\$697,508 Guaranteed Repl. Cost	
Deductible	\$2,500	\$2,500	
Premium	Included in Property	Included in Property	
Public Employee Dishonest (Faithful Performance Included) Limits	\$250,000 Public Employee Blanket Bond \$250,000 Position Schedule Bond(Treasurer)	\$250,000 Public Employee Blanket Bond \$250,000 Position Schedule Bond(Treasurer)	
Deductible	-0-	-0-	
Computer & Funds Transfer Fraud	\$10,000 Limit	\$10,000 Limit	
Identity Fraud Expense	\$10,000 Limit	\$10,000 Limit	
Premium	\$372.00	\$372.00	
Money & Securities (Theft, Disappearance & Destruction) Limits	\$30,000 Per occurrence	\$30,000 Per occurrence	
Premium	Included in Property	Included in Property	
Excess Liability Limits	\$10,000,000 Each Occurrence \$20,000,000 Annual Aggregate	\$10,000,000 Each Occurrence \$20,000,000 Annual Aggregate	\$10,000,000 Each Occurrence \$20,000,000 Annual Aggregate
Deductible	-0-	-0-	-0-
Cyber Liability- Under Mgmt Liability	Coverage under Mgmt Liability	Coverage under Mgmt Liability	Coverage under Mgmt Liability
Premium	\$8,160.00	\$8,382.00	\$8,435.00
TOTAL ANNUAL FOR PROP. & CASUALTY	\$47,643.00	\$49,966.00	\$50,138.00

MEMORANDUM

TO: Honorable Brian Muecke, Mayor, City of Hedwig Village
Honorable Jimmy Pappas, Mayor, City of Hunters Creek Village
Honorable Marcus Vajdos, Mayor, City of Spring Valley Village
Honorable Russell Herron, Mayor, City of Hilshire Village
Mr. Allen Carpenter, Chair, Village Fire Department
Mr. Grover S. Grimes, President, Memorial Villages Water Authority

FROM: Julie M. Robinson, Chair, Villages Mutual Insurance Group 

CC: Villages Mutual Insurance Group Board
Members' City/Board Secretaries

DATE: October 27, 2020

SUBJECT: Board Recommendation for Plan Year 2021 Insurance Carriers

The Board Members of the Villages Mutual Insurance Group ("VMIG") met on Monday, October 19, 2020, to review and discuss the renewal proposal submitted by United Health Care ("UHC") and a proposal submitted by Blue Cross/Blue Shield ("BCBS"), as well as renewal proposals from Guardian Dental, Superior Vision, and Lincoln National Life.

The renewal proposals from Guardian Dental (dental coverage), Superior Vision (vision coverage), and Lincoln National Life (Life/AD&D and LTD) included no rate increases for Plan Year 2021. Therefore, the Board voted unanimously to accept the renewal proposals from these three providers.

With regard to medical coverage for Plan Year 2021, UHC's original renewal proposal came in at a 19.50% increase for the same plans that are currently available to our Members. Subsequent discussions with UHC resulted in a revised renewal proposal that was approximately a 16% increase. However, the Board's decision with regard to medical coverage for Plan Year 2021 was clear when we received the proposal from BCBS.

The proposal from BCBS included an increase of only 1.50% over Plan Year 2020 and a Plan Year 2022 Premium Cap of 9.9%. The BCBS proposal offers three different plans that are similar to the current plans offered to our Members with the same or better network of providers – and a premium increase of only 1.50% and stability in terms of the maximum premium increase to budget for Plan Year 2022. Additionally, VMIG utilized BCBS for Plan Year 2019, so we know BCBS.

Therefore, the Board's recommendation for Plan Year 2021 is as follows:

Type of Insurance	Carrier
Medical	Blue Cross/Blue Shield
Dental	Guardian Dental
Vision	Superior Vision
Life/AD&D	Lincoln National Life
Long-Term Disability	Lincoln National Life
Supplemental Life	Lincoln National Life

Please place the above-recommended types of insurance and carriers on your Council or Board Agendas as soon as possible in November for consideration and advise us in writing of your Council's or Board's action.

If you have any questions, please feel free to contact me at City of Spring Valley Village at (713) 465-8308 or Emily Morris with Village Fire Department at (713) 468-7941.



Village Mutual Insurance Group 2021 Renewal Presentation

Bob Treacy, LHIC | October 19, 2020

© 2018 ARTHUR J. GALLAGHER & CO. | AJG.COM

All information contained herein is subject to the disclosures and disclaimers at the end of this presentation



Gallagher

Insurance | Risk Management | Consulting



Gallagher

Insurance | Risk Management | Consulting

Executive Summary



Gallagher

Insurance | Risk Management | Consulting

Memorandum

GROUP MEDICAL/RX PLANS

The Village Mutual Insurance Group (VMIG) Medical/RX plan has been with United Healthcare (UHC) beginning January 1, 2020 (10 Months); this is a first year contract. (All plan year anniversary dates are January 1, each year)

The VMIG received a 19% initial increase for upcoming Plan Year 2021 subsequently negotiated down to a 16% increase. The VMIG faces large increases each and every year due to adverse Claim Loss Ratios (CLR). In fact, over the past ten (10) renewal periods, our annual premiums have only increased (24%) but, the group (net) claim costs have increased (74%).



Gallagher

Insurance | Risk Management | Consulting

Memorandum

GROUP MEDICAL/RX PLANS

The VMIG has changed carriers several times over the past 10 plan years, including each plan year over the past four (4) plan years, by re-entering the market after engaging in an RFP process rather than renewing at a budget busting premium rate increases. This has become the norm and our employee group understands the nature of the marketplace. Our plans continue to retain “GOLD” ACA value levels and allow the employees/families to choose from three (3) PPO/HMO-ACO plans that meet the employees where they are from a payroll deduction and provider network strategy.



Gallagher

Insurance | Risk Management | Consulting

Memorandum

GROUP MEDICAL/RX PLANS

This renewal year has proven to be the same game plan. We are receiving a significant premium rate increase from UHC based on the CLR and inflation trend. The group engaged our consultant, Gallagher Benefit Services, to perform a market based RFP. The results are noted below:

- UHC 16% increase
- BCBSTX 1.5% increase; 9.9% year two (2) premium rate increase cap
- Aetna/Cigna declined to issue competitive proposals



Gallagher

Insurance | Risk Management | Consulting

Memorandum

GROUP MEDICAL/RX PLANS

The VMIG board has unanimously recommended for each governance authority to approve the plan year 2021 Medical/RX contract to BCBSTX effective 1/1/2021. Plan designs and premium rates are attached for consideration. This proposal includes an optional PY 2022 premium rate cap of 9.9% which will provide budget stability over a two (2) year period.



Gallagher

Insurance | Risk Management | Consulting

Memorandum

GROUP ANCILLARY COVERAGES

The VMIG received NO increase% renewals from:

- Guardian Life (Dental)
- Lincoln Financial Group (Life and Disability)
- Superior Vision (Vision)

The VMIG board has unanimously recommended for each governance authority to approve the plan year 2021 ancillary contracts to the above mentioned Carriers, effective January 1, 2021.



Gallagher

Insurance | Risk Management | Consulting

2021 Medical Analysis



Gallagher

Insurance | Risk Management | Consulting

Medical Analysis

Carrier	UHC - PPO			UHC - EPO			UHC - Charter ACO		
Plan Name	UHC - PPO			UHC - EPO			UHC - Charter ACO		
Individual Annual Deductible	\$1,000			\$1,500			\$1,000		
Family Annual Deductible	\$2,000			\$3,000			\$2,000		
Co-insurance	20%			20%			20%		
Individual Out of Pocket Maximum	\$4,000			\$5,000			\$4,000		
Family Out of Pocket Maximum	\$8,000			\$10,000			\$8,000		
PCP Visit Copay	\$0-CH / \$25			\$0-CH / \$25			\$0-CH / \$10		
Specialist Copay	\$25/\$50			\$25/\$50			\$60		
TeleHealth Copay	\$0			\$0			\$0		
Routine Lab/Imaging									
• Billed by Physician	100%			100%			\$40 Copay		
• Free Standing	100%			100%			100%		
• Out Patient Hospital Facility	100%			100%			\$40 Copay		
Emergency Room									
• Facility	\$250 + 20%			\$250+ 20%			\$250 + 20%		
• Physician	Ded + 20%			Ded + 20%			Ded + 20%		
• Urgent Care Copay	\$75			\$75			\$25		
Rx Out of Pocket Max									
• Copays	\$10/\$40/\$80			\$10/\$40/\$80			\$10/\$40/\$80		
• Mail Order	2.5X			2.5X			2.5X		
Generic Push/Step Therapy/Prior Auth	Yes			Yes			Yes		
Rates	PPO	EPO	ACO	Current	Current	Current	Renewal	Renewal	Renewal
Employee	68	3	2	\$840.02	\$765.70	\$595.56	\$1,003.82	\$915.01	\$711.69
Employee + Spouse	14	3	1	\$1,839.64	\$1,676.88	\$1,304.28	\$2,198.36	\$2,003.87	\$1,558.61
Employee + Child(ren)	16	2	1	\$1,528.84	\$1,393.57	\$1,083.92	\$1,826.96	\$1,665.31	\$1,295.28
Employee + Family	22	6	4	\$2,528.46	\$2,304.76	\$1,792.64	\$3,021.50	\$2,754.18	\$2,142.19
Monthly Cost				\$162,963.88	\$23,943.44	\$10,749.88	\$194,741.16	\$28,612.34	\$12,846.03
Annual Cost				\$1,955,566.56	\$287,321.28	\$128,998.56	\$2,336,893.92	\$343,348.08	\$164,152.36
Combined Annual Cost				\$2,371,886.40			\$2,834,394.36		
Change from Current				N/A			19.50%		



Gallagher

Insurance | Risk Management | Consulting

Medical Analysis

Carrier	UHC - PPO			UHC - EPO			UHC - Charter			BCBSTX - PPO			BCBSTX - PPO			BCBSTX - Essential		
Plan Name							ACO			MTBC0011			MTBCP014			MTBEE011- HMO		
Individual Annual Deductible	\$1,000			\$1,500			\$1,000			\$1,000			\$1,500			\$1,000		
Family Annual Deductible	\$2,000			\$3,000			\$2,000			\$3,000			\$4,500			\$3,000		
Co-insurance	20%			20%			20%			20%			20%			20%		
Pocket Maximum	\$4,000			\$5,000			\$4,000			\$4,000			\$4,500			\$4,000		
Maximum	\$8,000			\$10,000			\$8,000			\$12,000			\$13,500			\$12,000		
PCP Visit Copay	\$0-CH / \$25			\$0-CH / \$25			\$0-CH / \$10			\$30			\$35			\$30		
Specialist Copay	\$25/\$50			\$25/\$50			\$60			\$60			\$70			\$60		
TeleHealth Copay	\$0			\$0			\$0			\$0			\$0			\$0		
Routine Lab/Imaging																		
• Billed by Physician	100%			100%			\$40 Copay			100%			100%			Ded +20%		
• Free Standing	100%			100%			\$40 Copay			100%			100%			Ded +20%		
• Out Patient Hospital Facility	100%			100%			\$40 Copay			100%			100%			Ded +20%		
Emergency Room																		
• Facility	\$250 + 20%			\$250+ 20%			\$500 + Ded+20%			\$500 + Ded + 20%			\$500 + Ded + 20%			\$500 + Ded + 20%		
• Physician	Ded + 20%			Ded + 20%			Ded + 20%			Ded + 20%			Ded + 20%			Ded + 20%		
• Urgent Care Copay	\$75			\$75			\$25			\$75			\$75			\$75		
Rx Out of Pocket Max										N/A			N/A			N/A		
• Copays	\$10/\$40/\$80			\$10/\$40/\$80			\$10/\$40/\$80			\$0/\$10/\$50/\$100/\$150/\$250**			\$0/\$10/\$50/\$100/\$150/\$250**			\$0/\$10/\$50/\$100/\$150/\$250**		
• Mail Order	2.5X			2.5X			2.5X			3X			3X			3X		
Therapy/Prior Auth	Yes			Yes			Yes			Yes			Yes			Yes		
Rates	PPO	EPO	ACO	Current	Current	Current	Proposed	Proposed	Proposed									
Employee	68	3	2	\$840.02	\$765.70	\$595.56	\$818.48	\$787.63	\$753.24									
Employee + Spouse	14	3	1	\$1,839.64	\$1,676.88	\$1,304.28	\$1,882.50	\$1,811.54	\$1,732.45									
Employee + Child(ren)	16	2	1	\$1,528.84	\$1,393.57	\$1,083.92	\$1,473.26	\$1,417.73	\$1,355.83									
Employee + Family	22	6	4	\$2,528.46	\$2,304.76	\$1,792.64	\$2,537.28	\$2,441.65	\$2,335.04									
Monthly Cost				\$162,963.88	\$23,943.44	\$10,749.88	\$161,403.96	\$25,282.87	\$13,934.92									
Annual Cost				\$1,955,566.56	\$287,321.28	\$128,998.56	\$1,936,847.52	\$303,394.44	\$167,219.04									
Combined Annual Cost				\$2,371,886.40			\$2,407,461.00											
Change from Current				N/A			1.50%											

9.9% PY 2022 Premium Cap

Dental



Gallagher

Insurance | Risk Management | Consulting

Carrier				Guardian NAP PX (Buy Up)		Guardian PPO VZ (Base)		Guardian DHMO	
Plan Name				NAP PX (Buy Up)		PPO VZ (Base)		DHMO	
Calendar Year Max				\$1,500		\$1,500		N/A	
CY Deductible				\$50 Ind / \$150 Fam		\$50 Ind / \$150 Fam		N/A	
Ortho Life Max				\$1,000		N/A		Various Co-Pays	
Preventive Services				100%		100%		Various Co-Pays	
Basic Services				80%		80%		Various Co-Pays	
Major Services				50%		50%		Various Co-Pays	
Orthodontia				50%		N/A		Various Co-Pays	
Endo & Perio				80%		80%		Various Co-Pays	
Oral Surgery				80%		80%		Various Co-Pays	
Waiting Period									
R & C				Out of Network 80th Percentile		Out of Network 80th Percentile		Out of Network 80th Percentile	
Rates	NAP PX	PPO VZ	DHMO	Current	Renewal	Current	Renewal	Current	Renewal
Employee	26	24	9	\$37.00	\$37.00	\$27.96	\$27.96	\$9.88	\$9.88
Employee + Spouse	13	7	0	\$73.46	\$73.46	\$55.52	\$55.52	\$16.93	\$16.93
Employee + Child(ren)	5	3	3	\$96.10	\$96.10	\$65.95	\$65.95	\$25.79	\$25.79
Employee + Family	12	12	7	\$132.54	\$132.54	\$93.51	\$93.51	\$30.52	\$30.52
Monthly Cost				\$3,987.96	\$3,987.96	\$2,379.65	\$2,379.65	\$379.93	\$379.93
Annual Cost				\$47,855.52	\$47,855.52	\$28,555.80	\$28,555.80	\$4,559.16	\$4,559.16
Change from Current				0.00%		0.00%		0.00%	

Vision



Gallagher

Insurance | Risk Management | Consulting

Plan Name		Superior Vision	
		Current	
Exam/ Materials		\$10/\$25	
Frames Allowance		\$150	
Single Lenses		Covered in Full	
Bi Focal Lenses		Covered in Full	
Tri Focal Lenses		Covered in Full	
Progressive Lenses		Covered at lined Trifocal Level	
Lenticular Lenses		Covered 100%	
Polycarbonate Child		Covered 100%	
Polycarbonate Adult		\$33	
Factory Scratch Child		\$17-\$33	
Factory Scratch Adult		\$17-\$33	
Ultraviolet Coat		\$16	
Anti-Reflective Coat		\$43-\$85	
Photochromatic		\$31-\$82	
Elective Contacts Allowance		\$150	
Fitting Exam		\$25/\$50	
Necessary Contacts		Covered in Full	
Frequency		12/12/24	
		Out of Network	
Exam Allowance		Up to \$42	
Frames Allowance		Up to \$60	
Single Lenses Allowance		up to \$26	
Bi Focal Lenses Allowance		Up to \$34	
Tri Focal Lenses Allowance		Up to \$50	
Progressive Lenses Allowance		Up to \$50	
Lenticular Lenses		Up to \$100	
Polycarbonate Child		Up to \$210	
Polycarbonate Adult		N/A	
Factory Scratch Child		N/A	
Factory Scratch Adult		N/A	
Ultraviolet Coat		N/A	
Anti-Reflective Coat		N/A	
Photochromatic		N/A	
Elective Contacts Allowance		Up to \$100	
Necessary Contacts Allowance		Up to \$210	
Rates		Current	Renewal
Employee	63	\$6.40	\$6.40
Employee + Spouse	24	\$12.80	\$12.80
Employee + Child(ren)	14	\$14.70	\$14.70
Employee + Family	32	\$22.64	\$22.64
Monthly Cost		\$1,640.68	\$1,640.68
Annual Cost		\$19,688.16	\$19,688.16
Change from Current		0.00%	



Gallagher

Insurance | Risk Management | Consulting

Basic Life, Vol Life & LTD

Carrier	Lincoln	
	Current	
Class 1	All Full Time Active Employees working 30 hours week	
Benefit Amount	\$50,000	
Maximum Benefit	\$50,000	
Guarantee Issue Limit	\$50,000	
Conversion and Portability	Included	
	Age Reductions	
Age 65	35%	35%
Age 70	60%	60%
Age 75	75%	75%
	Current	Renewal
Life Rate Per \$1000	\$0.210	\$0.210
AD&D Rate Per \$1000	\$0.030	\$0.030
Total Rate Per \$1000	\$0.240	\$0.240
Est. Monthly Volume	\$7,012,500	\$7,012,500
Est. Monthly Cost	\$1,683.00	\$1,683.00
Est. Annual Cost	\$20,196.00	\$20,196.00
Change from Current	0.00%	
Rate Guarantee Until	1/1/2021	

Carrier	Current	
Benefits Eligibility	Lincoln	
Class 1	All Full Time Employees working 30 hrs. a wk.	
Class 2	Active Full Time Employees Grandfather Participants \$10,000 increments up to 5X Annual Salary	
Employee Benefit	50% of EE	
Spouse Benefit	age 25	
Child Benefit -Limiting Age	N/A	
Birth- 14 days	\$1,000	
15 days - 6 mos.	\$10,000	
6 mos - Limiting Age		
Employee Guarantee Issue		
Under age 60	\$100,000	
Age 60-69	\$10,000	
Spouse Guarantee Issue		
Under age 60	\$20,000	
Age 60-69	None	
Child Guarantee Issue	\$10,000	
Employee AD&D Benefit	same as Life	
Dependent AD&D Benefit	same as Life	
Portability	Yes	
	Age Reductions	
Age 65	35%	
Age 70	55%	
Age 75	70%	
	Employee	Spouse
Rates per \$1000		
Under 25	\$0.120	\$0.120
25-29	\$0.130	\$0.130
30-34	\$0.160	\$0.160
35-39	\$0.240	\$0.240
40-44	\$0.240	\$0.240
45-49	\$0.370	\$0.370
50-54	\$0.720	\$0.720
55-59	\$1.150	\$1.150
60-64	\$1.600	\$1.600
65-69	\$4.410	\$4.410
70-74	\$4.410	\$0.000
75-79	\$4.410	\$0.000
80-84	\$4.410	\$0.000
Child Rate	\$1.620	
Member/Ind AD&D Rate	\$0.03	
Family AD&D Rate	\$0.49	
Rate Guarantee Until	1/1/2021	

Plan Name	Lincoln	
	Current	
Benefits	All Active Full Time Employees working 30 hrs. a week	
Eligibility	24 months Own Occ	
Definition of Earnings	60% of Monthly Earnings	
Employee Benefit	\$10,000	
Maximum Monthly Benefit	90 days	
Elimination Period Accident	90 days	
Elimination Period Sickness	SSNRA	
Benefit Duration	3/12	
Pre-Existing Limitation	Include	
Zero Day Residual	Include	
Tax Free Benefit	Include	
Employer FICA Match	Include	
	Current	Renewal
Rates		
Rate Per \$100	\$0.47	\$0.47
Est. Monthly Volume	\$851,418.39	\$851,418.39
Est. Monthly Cost	\$4,001.67	\$4,001.67
Est. Annual Cost	\$48,020.00	\$48,020.00
Change from Current	0.00%	
Rate Guarantee Until	1/1/2021	



Gallagher

Insurance | Risk Management | Consulting

Compensation, AM Best & Disclosures



Gallagher

Insurance | Risk Management | Consulting

Compensation - Health

A.M. Best Ratings & Compensation - Health

While GBS does not guarantee the financial viability of any health insurance carrier or market, it is an area we recommend that clients closely scrutinize when selecting a health insurance carrier or HMO. There are a number of rating agencies that can be referred to including, A.M. Best, Fitch, Moody's Standard & Poors and Weiss Ratings (TheStreet.com). Generally, agencies that provide ratings of U.S. Health Insurers, including traditional insurance companies and other managed care (e.g. HMO) organizations, reflects their opinion based on a comprehensive quantitative and qualitative evaluation of a company's financial strength, operating performance and market profile. However, these ratings are not a warranty of an insurer's current or future ability to meet its contractual obligations.

Carrier	Quote Status	Commission/Supplemental Compensation
Medical, Rx		
BCBS	Proposed	0% / \$7.50 to \$15.00 PEPY
UHC	Renewal	0% / \$0 to \$54.00 PEPY
Dental		
Guardian	Renewal	0% / 0% to 7% of premium
Vision		
Lincoln	Rate Guarantee	0% / 1.5% of premium



Gallagher

Insurance | Risk Management | Consulting

Compensation - Non-Health

A.M. Best Ratings & Compensation – Non-Health

Carrier	Status	Commission/Supplemental Compensation	AM Best Rating
Life/AD&D			
Lincoln	Rate Guarantee	0% / 1.5% of premium	A+/XV
LTD			
Lincoln	Rate Guarantee	0% / 1.5% of premium	A+/XV
Vol Life / AD&D			
Lincoln	Rate Guarantee	0% / 1.5% of premium	A+/XV



Gallagher

Insurance | Risk Management | Consulting

AM Best Ratings – Non-Health

A.M. Best Ratings & Compensation - Health

Arthur J. Gallagher & Co. uses A.M. Best & Co.'s rating services to evaluate the financial condition of insurers whose policies we propose to deliver. The rating of the carrier and the year of publication of that rating are indicated. Arthur J. Gallagher & Co. makes no representation and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Level	Category	Level	Category
A++, A+	Superior	C, C-	Weak
A, A-	Excellent	D	Poor
B++, B+	Good	E	Under Regulatory Supervision
B, B-	Fair	F	In Liquidation
C++, C+	Marginal	S	Rating Suspended

Financial Size Categories			
FSC I	Up to 1,000	FSC IX	250,000 to 500,000
FSC II	1,000 to 2,000	FSC X	500,000 to 750,000
FSC III	2,000 to 5,000	FSC XI	750,000 to 1,000,000
FSC IV	5,000 to 10,000	FSC XII	1,000,000 to 1,250,000
FSC V	10,000 to 25,000	FSC XIII	1,250,000 to 1,500,000
FSC VI	25,000 to 50,000	FSC XIV	1,500,000 to 2,000,000
FSC VI	50,000 to 100,000	FSC XV	2,000,000 or more
FSC VIII	100,000 to 250,000		

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.



Gallagher

Insurance | Risk Management | Consulting

Disclosures

The intent of this analysis is to provide you with general information regarding the status of, and/or potential concerns related to your current employee benefits environment. It does not necessarily fully address all of your specific issues. It should not be construed as, nor is it intended to provide legal advice. Questions regarding specific issues should be addressed by your general counsel or an attorney who specializes in this practice area.

This analysis is for illustrative purposes and is not a guarantee of future expenses, claims, costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. Please see your policy or contact us for specific information for further details in this regard.

Network discount analysis is based on a representative basket of 'goods and services' an employer's health plan(s) could expect to see over the course of a year. It is in no way intended to imply a direct correlation to an employer's actual claim experience. This analysis is designed to approximate a differential in reimbursement rates among various networks in order to assess efficiency and does not in any way represent a guarantee of savings.

This proposal is an outline of the coverage proposed by the carrier(s), based on information provided by your company. It does not include all of the terms, coverages, exclusions, limitations, and conditions of the actual contract language. The policies and contracts themselves must be read for those details. Policy forms for your reference will be made available upon request.

This analysis contains a financial cost summary and an outline of key policy provisions. Although cost is an important factor in placing coverage with a stop loss carrier, key policy provisions are also critical to the selection process and they may represent additional financial liability. For example, a stop loss policy that supersedes a client's plan document language could have a negative financial impact on the Plan. Although most stop loss carriers will agree to cover medically necessary and generally accepted practices and procedures, there may be other limitations which should be considered prior to policy acceptance.

GBS and certain of its insurance carrier markets from time to time enter into arrangements providing for additional compensations to be paid to GBS by such carrier generally with respect to the total volume of premium or insurance coverages written through GBS with that carrier (i.e.: all insurance policies with that carrier where GBS is the broker). It is not clear at this time what these fees and/or commissions retained by GBS, GBS affiliates, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, and similar parties, may earn and retain commissions and/or fees in the course of providing insurance products.

Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to Gallagher for a transaction or service involving the plan. Gallagher companies may receive supplemental compensation referred to in a variety of terms and definitions, such as contingent commissions, additional commissions and supplemental commission.

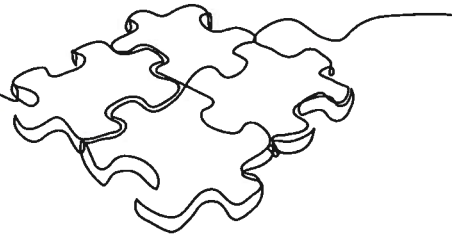
Consulting and insurance brokerage services to be provided by Gallagher Benefit Services, Inc. and/or its affiliate Gallagher Benefit Services (Canada) Group Inc. Gallagher Benefit Services, Inc., a non-investment firm and wholly owned subsidiary of Arthur J. Gallagher & Co., is a licensed insurance agency that does business in California as "Gallagher Benefit Services of California Insurance Services" and in Massachusetts as "Gallagher Benefit Insurance Services." Securities and Investment Advisory Services may be offered by Gallagher Retirement Services, Inc. and executed through NFP Securities, Inc., Member FINRA/SIPC. Investment advisory services and corresponding named fiduciary services may also be offered through Gallagher Fiduciary Advisors, LLC, a Registered Investment Adviser. Gallagher Fiduciary Advisors, LLC is a single-member, limited-liability company, with Gallagher Benefit Services, Inc. as its single member. Not all individuals of Gallagher and none of Gallagher Fiduciary Advisors, LLC individuals are registered to offer securities or investment advisory services through NFP Securities, Inc. NFP Securities, Inc. is not affiliated with Arthur J. Gallagher & Co., Gallagher Benefit Services, Inc. or Gallagher Fiduciary Advisors, LLC. Neither Arthur J. Gallagher & Co., NFP Securities, Inc., or their affiliates provide accounting, legal, or tax advice.

The Gallagher Way

1. We are a Sales and Marketing Company dedicated to providing excellence in Risk Management Services to our clients.
2. We support one another. We believe in one another. We acknowledge and respect the ability of one another.
3. We push for professional excellence.
4. We can all improve and learn from one another.
5. There are no second-class Citizens – everyone is important and everyone's job is important.
6. We're an open society.
7. Empathy for the other person is not a weakness.
8. Suspicion breeds more suspicion, To trust and be trusted is vital.
9. Leaders need followers. How leaders treat followers has a direct impact on the effectiveness of the leader.
10. Interpersonal business relationships should be built.
11. We all need one another, We are all cogs in a wheel.
12. No department or person is an island.
13. Professional courtesy is expected.
14. Never ask someone to do something you wouldn't do yourself.
15. I consider myself support for our Sales and Marketing. We can't make things happen without each other. We are a team.
16. Loyalty and respect are earned – not dictated.
17. Fear is a turnoff.
18. People skills are very important at Arthur J. Gallagher.
19. We're a very competitive and aggressive Company.
20. We run to problems – not away from them.
21. We adhere to the highest standards of moral and ethical behavior.
22. People work harder and are more effective when they're turned on – not turned off.
23. We are a warm, close Company. This is a strength – not a weakness.
24. We must continue building a professional Company – together – as a team.
25. Shared values can be altered with circumstances – but carefully and with tact and consideration for one another's needs

When accepted Shared Values are changed or challenged, the emotional impact and negative feelings can damage the Company.

- Robert E. Gallagher
May 1984



2019 | **WORLD'S MOST**
ETHICAL
COMPANIESTM
WWW.ETHISPHERE.COM

- 8 years running -

Thank You!

Consultant: Bob Treacy, LHIC
Account Manager: Sara Davis

© 2018 ARTHUR J. GALLAGHER & CO. | AJG.COM



Gallagher

Insurance | Risk Management | Consulting

Village Fire Department



901 Corbindale Rd
Houston, Texas 77024
(713) 468-7941
(713) 468-5039 FAX

Protecting and Serving the Cities of:
BUNKER HILL VILLAGE
HEDWIG VILLAGE
HILSHIRE VILLAGE
HUNTERS CREEK VILLAGE
PINEY POINT VILLAGE
SPRING VALLEY VILLAGE

To the Fire Commission:

Our TMRS representative, Colin Davidson, provided the following information regarding increasing the Department's contribution from 1.5:1 to 2:1:

"As we discussed, the increase in the Village Fire Department's matching ratio from 1.5:1 to 2:1 would take effect in 2021. Starting in January, the contribution rate would increase from 4.99% to 7.21%. I have included a "plan change study" to this email that includes other important information, including the change in unfunded actuarial liability and the funding ratio.

Also, I included a "projection report" that can give you an idea of the city's contribution rate in future years if this change is made. To be clear, this projection report shows the projected cost of making this change, but does not factor in the changes that happen each year based on the city's actuarial experience. I wanted to mention this so that you didn't think that the rates listed in that report would be accurate in future years. They will give you an idea of the potential impact of making this change on future rates, but should not be used as an exact tool for the future cost of the plan. One thing to note in the report is the decrease in contribution rate that is expected in 2028. This is caused by the expectation that the city will pay off the largest remaining base of liability by that time. Each year the city is funding the "normal cost" of the plan and paying off any liability that has accumulated. Liability is a normal part of a pension plan, and it is amortized over a set number of years to insure that it is paid off in an appropriate time frame. I have included the schedule of amortization for these unfunded liabilities to this email, but it was also included in the 2021 rate letter. The Village Fire Department is expected to pay off this particular base of liability with or without the plan change, but I wanted to point it out since it causes a pretty significant decrease in the contribution rate. That may be something to consider when looking at the long term cost and viability of making this or other plan changes."

Please see the attached TMRS reports.

Thank you,

Emily Morris
Village Fire Department
Office Manager



Plan Change Study

01500 Village Fire Department

Proposed Plans

GRID 2021

For Informational Purposes Only

Effective Date - January 1, 2021

Report Date - November 9, 2020

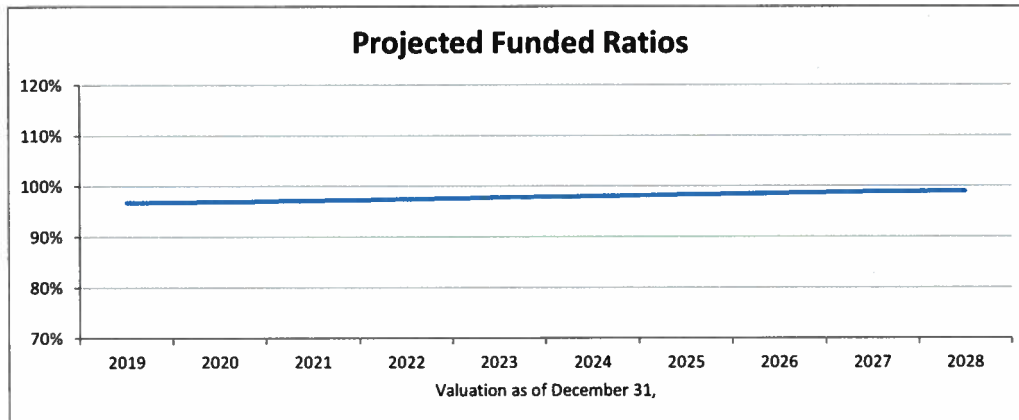
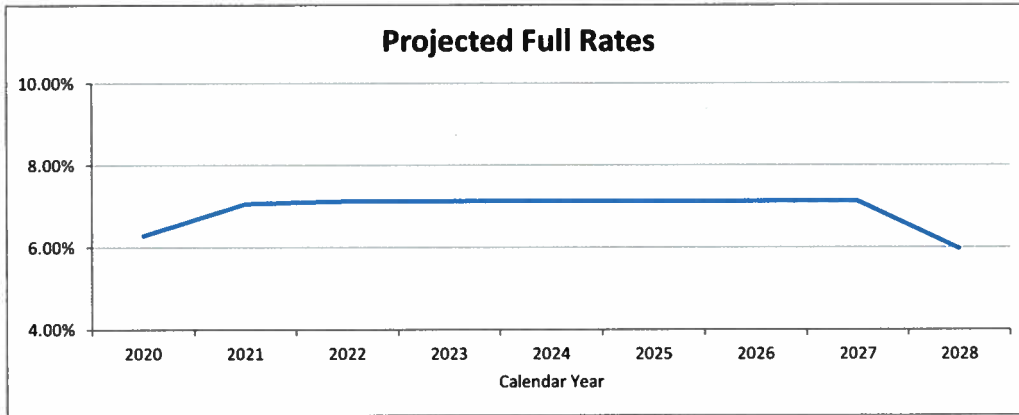
<u>Plan Provisions</u>	<u>Current</u>	<u>1</u>
Deposit Rate	7.00%	7.00%
Matching Ratio	1.5 to 1	2 to 1
Updated Service Credit	0%	0%
Transfer USC **	No	No
Annuity Increase	0%	0%
20 Year/Any Age Ret.	Yes	Yes
Vesting	5 years	5 years
<u>Contribution Rates</u>	<u>2021</u>	<u>2021</u>
Normal Cost Rate	3.42%	5.30%
Prior Service Rate	<u>1.43%</u>	<u>1.77%</u>
Retirement Rate	4.85%	7.07%
Supplemental Death Rate	<u>0.14% (A & R)</u>	<u>0.14% (A & R)</u>
Total Rate	4.99%	7.21%
Unfunded Actuarial Liability	\$449,543	\$634,781
Amortization Period	20 years	20 years
Funded Ratio	97.7%	96.8%
Phase-In Total Rate	N/A	N/A

**This is the addition to the Initial Prior Service Rate for USC for transfers. There were 7 eligible transfer employees on the valuation date.

Projection of Valuation Results - Pension Only
1500, Village Fire Department

Summary of Proposed Benefit Provisions			
Employee Contribution Rate	7.00%	USC	No USC
Employer Match Rate	2 - 1	COLA	No COLA
Vesting	5 years	Retirement Eligibility	Age 60 with 5 years of service or 20 years of service

Calendar Year	Projection Results								
	2020	2021	2022	2023	2024	2025	2026	2027	2028
Full Rate	6.29%	7.07%	7.13%	7.13%	7.13%	7.13%	7.13%	7.13%	5.97%
Est. Contribution	252,686	291,263	301,225	308,906	316,783	324,861	333,145	341,640	293,352
Funded Ratio	96.8%	96.9%	97.2%	97.5%	97.7%	98.0%	98.3%	98.6%	98.9%



Amortization Bases and Payments

Year Established	Description	Years Remaining	Base	Payment
2013	2013 Valuation (Fresh Start)	7	\$ 964,680	\$ 160,063
2014	2014 Experience	7	(110,009)	(18,253)
2015	2015 Experience	26	68,980	4,328
2015	2015 Actuarial Changes	26	539,840	33,869
2016	2016 Experience	7	(481,618)	(79,912)
2017	2017 Experience	26	(100,348)	(6,296)
2018	2018 Experience	24	121,704	7,999
2019	2019 Experience	26	(461,069)	(28,927)
2019	2019 Actuarial Changes	7	<u>(92,617)</u>	<u>(15,367)</u>
	Total		449,543	57,504

RESOLUTION NO. 2020.11.1

Whereas, the Villages of Hedwig Village, Hilshire Village, Hunters Creek Village, Piney Point Village and Spring Village (“Cities”) entered in to an interlocal agreement on December 20, 1978 to establish a common municipal fire department to provide fire protection, suppression, investigation and emergency ambulance service for the property and inhabitants of each city; and

Whereas, it was and is the desire of the contracting Cities that such common municipal fire department shall be jointly owned and operated by such contracting Cities; and

Whereas, the Fire Commission desires to ask each contracting City to approve an amendment to the 2021 budget to include \$685,000 in the Facility Fund for the renovations, with the provision that it will not increase the Cities’ assessments but will be funded to the extent necessary by transfer of ambulance billing funds, currently held by the Department or collected in the future; and

Whereas, the Fire Commission desires to transfer funds from the Compensated Absence Fund (currently \$11,258) to the Facility Fund and discontinue the Compensated Absence Fund, and

NOW, THEREFORE, we, one of the undersigned contracting Cities, do hereby give our approval and consent, as evidenced by this Resolution, to the Fire Commission to approve amendment to the 2021 budget and transfer funds from the Compensated Absence Fund to the Facility Fund and discontinue the Compensated Absence Fund.

PASSED AND APPROVED by the City Council of the City of Piney Point Village this 23rd of November, 2020.

Mark Kobelan
Mayor

ATTEST:

Karen Farris
City Secretary

Section 1. The City Council finds that a declared state of disaster has existed since March 13, 2020, under the proclamations issued by the Governor of Texas;

Section 2. The City Council hereby grants its consent to the extension of the Mayor's order, declaring that a local state of disaster exists in the City, for so long as the Governor's declaration of disaster remains in effect for all counties in Texas.

Section 3. This Ordinance shall take effect immediately.

PASSED, APPROVED and ADOPTED this the _____ day of November, 2020.

Mark Kobelan

ATTEST:

Karen Farris
City Secretary

Village Fire Department



901 Corbindale Rd
Houston, Texas 77024
(713) 468-7941
(713) 468-5039 FAX

Protecting and Serving the Cities of:

**BUNKER HILL VILLAGE
HEDWIG VILLAGE
HILSHIRE VILLAGE
HUNTERS CREEK VILLAGE
PINEY POINT VILLAGE
SPRING VALLEY VILLAGE**

The Honorable Brian T. Muecke

Mayor, City of Hedwig Village

The Honorable Russell Herron

Mayor, City of Hilshire Village

The Honorable Jim Pappas

Mayor, City of Hunters Creek Village

The Honorable Mark Kobelan

Mayor, City of Piney Point Village

The Honorable Marcus Vajdos

Mayor, City of Spring Valley Village

October 29, 2020

Re: Facility Renovations

Dear Mayors:

As you know, the Village Fire Commission has awarded the construction contract for renovation of the fire station and solidified the other cost elements involved in the renovation.

The budget for the construction costs, soft costs and dispatch equipment is \$ 5,700,311. A copy of the budget worksheet prepared by the program manager is attached for your convenience. It has been expected that, to the extent dollars were required over and above the Cities' assessments for the Facility Fund for 2019 and 2020, those funds would come from the ambulance billing funds and not additional assessments. To appropriately reflect that, the Commission has voted to request amendment to the 2021 budget, with that proviso.

In order to confirm this, we would ask that you put on your City's agenda and approve amending the 2021 budget to include \$ 685,000 in the Facility Fund for the renovations, with the proviso that it will not increase the Cities' assessment but will be funded to the extent necessary by transfer of ambulance billing funds, currently held by the Department or collected in the future.

The Commission also voted to transfer funds from the Compensated Absence Fund (currently \$ 11,258) to the Facility Fund and discontinue the Compensated Absence Fund, as the Commission feels it is now unnecessary. We would ask that you place on your agenda and approve this action.

Respectfully,

Allen Carpenter

Allen Carpenter,
Chairman

SUMMARY SHEET

I. Scope of Work - Phase I, II & III	Quantity	Unit	Cost per Unit	Revision 7/28	Revision 8/21	Revision 9/18	Revision 10/20	Latest Revision Notes
A. Construction Masters								
Base Proposal (Less Alternates)	1	LS		\$ 4,727,000.00	\$ 4,727,000.00	\$ 4,727,000.00	\$ 4,727,000.00	
Owner's Unforeseen Contingency Allowance	1	LS	\$ 200,000.00	included	included	included	included	
Signage Allowance	1	LS	\$ 10,000.00	included	included	included	included	
Door Hardware Allowance	1	LS	\$ 60,000.00	included	included	included	included	
Hazardous Materials Removal Allowance	1	LS	\$ 20,000.00	included	included	included	included	
Landscape Allowance	1	LS	\$ 40,000.00	included	included	included	included	
Temporary Trailers for Firefighters Allowance	1	LS	\$ 86,000.00	included	included	included	included	
Alternate #1 - Monument Sign	1	LS		\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	
Alternate #2 - Paving Deduct	1	LS		\$ (51,000.00)	\$ (51,000.00)	\$ (51,000.00)	\$ (51,000.00)	
B. ASI #01								
ASI #01 - Radio Tower Footings	1	LS		\$ (3,000.00)	\$ (3,000.00)	\$ (3,000.00)	\$ (3,000.00)	
ASI #01 - Surface Mounted Dispensers	1	LS		\$ 290.00	\$ 290.00	\$ 290.00	\$ 290.00	
ASI #01 - Missing Lights in Annex	1	LS		\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	
ASI #01 - Missing HM Door & Frame	1	LS		\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	
ASI #01 - Pre-Engineered Canopy Columns	1	LS		\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	
ASI #01 - Civil Storm Utilities on Plumbing Drawings	1	LS		\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
ASI #01 - Section Detail at Paving	1	LS		\$ 1,360.00	\$ 1,360.00	\$ 1,360.00	\$ 1,360.00	
ASI #01 - Fuel Monitoring on IT Network	1	LS		\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	
ASI #01 - Existing Monument Sign	1	LS		\$ 4,400.00	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00	
ASI #01 - Removal of BIM requirements	1	LS		\$ (14,000.00)	\$ (14,000.00)	\$ (14,000.00)	\$ (14,000.00)	
Allowance - ASI #01 - Security Cameras	1	LS		\$ 25,000.00	\$ -	\$ -	\$ -	
Sub Total				\$ 4,707,600.00	\$ 4,682,600.00	\$ 4,682,600.00	\$ 4,682,600.00	difference - \$0
Design Contingency	0%			\$0.00	\$0.00	\$0.00	\$0.00	
Total Change Orders to Date (Ref: CPR/Allowances Log)					\$44,893.00	\$42,437.18	\$42,437.18	
Total Construction Cost - Phase I,II & III				\$ 4,707,600.00	\$ 4,727,493.00	\$ 4,725,037.18	\$ 4,725,037.18	difference - \$0
Total Soft Costs (see next page)				\$810,201.50	\$835,305.50	\$850,305.50	\$807,764.32	difference - next page
Total Project Cost (excluding dispatch equipment)				\$ 5,517,801.50	\$ 5,562,798.50	\$ 5,575,342.68	\$ 5,532,801.50	difference - (\$42,541.18)
Total Project Cost (including dispatch equipment - see next page)				\$ 5,700,311.50	\$ 5,745,308.50	\$ 5,742,852.68	\$ 5,700,311.50	difference - (\$42,541.18)

committed allotments
changes from previous month
special indicator

SOFT COSTS BREAKDOWN

II. Soft Costs:	Quantity	Unit	Cost per Unit	Revision 7/28	Revision 8/21	Revision 9/18	Revision 10/20	Latest Revision Notes
Professional Services								
Project and Construction Manager Services (AGCM)	1	LS		\$123,975.00	\$123,975.00	\$123,975.00	\$123,975.00	
Change Order #01 (Change of Scope)	1	LS		\$24,500.00	\$24,500.00	\$24,500.00	\$24,500.00	
Change Order #02 (See Geotec, Asbestos, Survey Below)	1	LS		\$828.50	\$828.50	\$828.50	\$828.50	
Change Order #03 (Waterproofing Consultant)	1	LS		\$8,415.00	\$8,415.00	\$8,415.00	\$8,415.00	
MEP Commissioning	1	LS		\$18,500.00	\$18,500.00	\$18,500.00	\$18,500.00	
Geotech (AGCM Change Order #2)	1	LS		\$1,950.00	\$1,950.00	\$1,950.00	\$1,950.00	
Asbestos Testing (AGCM Change Order #2)	1	LS		\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	
Site Utility and Topographic Survey (AGCM Change Order #2)	1	LS		\$3,826.00	\$3,826.00	\$3,826.00	\$3,826.00	
Architectural and Engineering Fees	1	LS		\$262,500.00	\$262,500.00	\$262,500.00	\$262,500.00	
Architectural ASP (December 15, 2019)	1	LS		\$96,000.00	\$96,000.00	\$96,000.00	\$96,000.00	
Proposed Civil Change Order	1	LS		\$4,401.00	\$4,401.00	\$4,401.00	\$4,401.00	
Windstorm Certification	1	LS				\$6,000.00	\$6,000.00	Difference in green = (\$2,000)
Accessibility Review & Inspections	1	LS		\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	
Construction Material Testing	1	LS		\$17,284.00	\$17,284.00	\$17,284.00	\$17,284.00	
Mech. System Test & Balancing	1	LS				\$10,104.00	\$10,104.00	Difference in green = \$1,896
Contingency and Allowance Amounts								
Owner's Contingency	1	LS			\$15,000.00	\$60,000.00	\$17,458.82	subtracted \$42,437.18 for CO #3 & \$104 for overages between Windstorm Certification and Mech. System Test and Balancing
Permitting Allowance	1	LS		\$22,740.00	\$22,740.00	\$22,740.00	\$22,740.00	
Permitting Plan Review	1	LS		\$14,782.00	\$14,782.00	\$14,782.00	\$14,782.00	
Moving Allowance	1	LS		\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	
FFE Allowance	1	LS		\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	
Proposed Ambulance Shelter	1	LS						Structure: \$11,618 Engineering: \$450 Removal: \$1,400 Permitting: \$1,500 Total: \$14,968
Phone System Hardware	1	LS		\$75,000.00	\$75,000.00	\$45,000.00	\$45,000.00	
Security Camera Purchase	1	LS			\$10,000.00	\$10,000.00	\$10,000.00	
Other Costs								
Reimbursable/Printing/Couriering	1	LS		\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	
Electrical, Gas and Data Service Connections	1	LS		\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	
Total Soft Costs				\$ 810,201.50	\$ 835,305.50	\$ 850,305.50	\$807,764.32	difference of (\$42,541.18)

DISPATCH EQUIPMENT

II. Soft Costs:	Quantity	Unit	Cost per Unit					Notes
Communications Equipment (Dispatch Relocation)	1	LS		\$0.00	\$0.00	\$0.00	\$0.00	
Dispatch Desks	1	LS		\$15,000.00	\$15,000.00	\$0.00	\$0.00	
Fire Station Alert System and Installation	1	LS		\$167,510.00	\$167,510.00	\$167,510.00	\$167,510.00	
Total Dispatch Equipment Cost:				\$ 182,510.00	\$ 182,510.00	\$ 167,510.00	\$ 167,510.00	difference - (\$0)

RESOLUTION NO. 2020.11.2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE, TEXAS, DETERMINING THAT LAND IS NEEDED FOR USE AS A ROADWAY WITHIN THE CITY, SPECIFICALLY A TRACT OF LAND CONTAINING 1.234 ACRES, BELIEVED TO BE OWNED BY JOHN I. HENDERSON, IN THE CITY OF PINEY POINT VILLAGE, TEXAS; AND AUTHORIZING THE INSTITUTION OF EMINENT DOMAIN PROCEEDINGS.

* * * * *

WHEREAS, the City Council of the City of Piney Point Village now finds and determines that public convenience and necessity requires the City to acquire fee simple title to a tract of land containing 1.234 acres for use as a roadway in the City of Piney Point Village, Texas, a more specific description of said 1.234 acre tract of land is attached hereto as Exhibit "A" and made a part thereof, (herein after the "Land"); and

WHEREAS, the City, through its duly authorized representatives, has attempted to negotiate with the owner of the Land for the purchase of same for the purpose stated herein and has been unable to locate and agree with such owner as to the fair cash market value thereof and damages, if any; now therefore,

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

Section 1. The facts and recitals set forth in the preamble of this resolution are hereby found to be true and correct.

Section 2. The City Council of the City of Piney Point Village finds that a bona fide offer has been attempted by duly authorized representatives of the City for the acquisition of fee simple title to the herein described tract of the Land, and that said offer was not accepted, and that the only way for the City of Piney Point Village to acquire such interest in said tract of land is through the filing of eminent domain proceedings.

Section 3. The City Council hereby finds and determines that a public use and necessity exists for the City of Piney Point Village to acquire the necessary property rights in the 1.234 acre tract of land for use as a roadway and deemed necessary for such purpose, as allowed by law.

Section 4. The final offer heretofore made by the Mayor or his designee authorized by formal action of the City Council, for the purchase of the Land is in all things hereby ratified and confirmed.

Section 5. The City Attorney is hereby authorized to bring eminent domain proceedings on behalf of the City of Piney Point Village under applicable provisions of law, whether provided by §251.001 of the Texas Local Government Code, as amended, Chapter 21 of the Texas Property Code, or by any other provision of law, against the owner or owners of the Land, to-wit: John I. Henderson, or against the real and true owner, owners, claimant, or claimants if John I. Henderson is said not to be the owner of the Land.

PASSED, APPROVED, AND RESOLVED this ____ day of _____, 2020.

Mark Kobelan
Mayor

ATTEST:

Karen Farris
City Secretary

EXHIBIT "A"

Piney Point Circle ROW Real Estate Appraisal

1.234 Acres
(53,768 Sq. Ft.)

John D. Taylor Survey, A-7
Harris County, Texas

STATE OF TEXAS
COUNTY OF HARRIS

1.234 Acre Tract

Being a tract or parcel containing 1.234 acres (53,768 square feet) of land situated in the John D. Taylor Survey, A-7; being out of and part of Piney Point, an unrecorded subdivision of 14.77 acres of land conveyed by Edith Dunnam by deed filed for record in Volume 1116, Page 660 of the Harris County Deed Records (H.C.D.R.) in Harris County, Texas, and being more specifically described by metes and bounds as follows (bearings and distances are referenced to the Piney Point Village survey control network):

BEGINNING at a 5/8-inch iron rod with cap stamped "MBCO ENG" set in the east right-of-way line of Piney Point Road (60 feet wide) for the southwest corner of Lot 1 of said Piney Point as conveyed unto Olivia Ann Estrada by deed filed for record under Harris County Clerk's File Number (H.C.C.F.) 20100427135, H.C.D.R., said southwest corner being South 00° 59' 27" West – 175.88 feet from the northwest corner of said 14.77 acre tract, being the northwest corner of the herein described tract, and from which point a found 3/4-inch iron pipe bears South 02° 20' 03" East – 1.20 feet;

THENCE over and across said Piney Point and said 14.77 acres, the following seven (7) courses and distances:

1. North 87° 00' 00" East, a distance of 146.37 feet to a 5/8-inch iron rod with cap stamped "MBCO ENG" set for the beginning of a curve to the right;
2. A distance of 168.84 feet along the arc of said curve to the right having a radius of 1,176.28 feet, a central angle of 08° 13' 26", and a chord bearing and distance of South 88° 40' 11" East – 168.69 feet to a 5/8-inch iron rod with cap stamped "MBCO ENG" set at the point of reverse curvature of a curve to the left;
3. A distance of 204.27 feet along the arc of said curve to the left having a radius of 1,987.44 feet, a central angle of 05° 53' 20", and a chord bearing and distance of South 86° 49' 55" East – 204.18 feet to a 5/8-inch iron rod with cap stamped "MBCO ENG" set at the point of reverse curvature of a curve to the right;
4. A distance of 472.50 feet along the arc of said curve to the right having a radius of 85.00 feet, a central angle of 318° 29' 40", and a chord bearing and distance of South 04° 56' 16" East – 60.24 feet to a 5/8-inch iron rod with cap stamped "MBCO ENG" set at the point of compound curvature of a curve to the right;

MBCO Engineering, LLC.

1505 Highway 6 South, Suite 180 | Houston, TX 77077 | 281.760.1656 | TBPE # F-16850 | TBPLS # 10194112

EXHIBIT "A"

Piney Point Circle ROW Real Estate Appraisal

1.234 Acres
(53,768 Sq. Ft.)

John D. Taylor Survey, A-7
Harris County, Texas

5. A distance of 215.50 feet along the arc of said curve to the right having a radius of 2,047.44 feet, a central angle of $06^{\circ} 01' 50''$, and a chord bearing and distance of North $86^{\circ} 54' 46''$ West – 215.40 feet to a 5/8-inch iron rod with cap stamped "MBCO ENG" set at the point of reverse curvature of a curve to the left;
6. A distance of 159.76 feet along the arc of said curve to the left having a radius of 1,116.28 feet, a central angle of $08^{\circ} 12' 00''$, and a chord bearing and distance of North $88^{\circ} 40' 32''$ West – 159.62 feet to a 5/8-inch iron rod with cap stamped "MBCO ENG" set for a point of tangency;
7. South $87^{\circ} 00' 00''$ West, a distance of 148.37 feet to a 5/8-inch iron rod with cap stamped "MBCO ENG" set in the east right-of-way line of said Piney Point Road for the northwest corner of Lot 10 of the Replat of Lots 10, 11 & 12 of Piney Point Circle Sub-Division a subdivision of record in Harris County, Texas as shown on the map or plat thereof filed for record under Film Code No. W905042, H.C.M.R., and being the southwest corner of the herein described tract, from which a found 1/2-inch iron rod with cap (unreadable) bears North $10^{\circ} 14' 31''$ East – 1.22 feet;

THENCE North $00^{\circ} 59' 27''$ West along said east right-of-way line and the west line of this tract, a distance of 60.04 feet to the POINT OF BEGINNING and containing 1.234 acres (53,768 square feet) of land. This description accompanies an exhibit titled "Exhibit To Accompany Metes And Bounds Description of 1.234 Acres (53,768 Sq. Ft.)."




David Powell Brister
Registered Professional Land Surveyor
Texas Registration No. 6537

MBCO Engineering, LLC.

1505 Highway 6 South, Suite 180 | Houston, TX 77077 | 281.760.1656 | TBPE # F-16850 | TBPLS # 10194112

Karen Farris

From: Loren B. Smith <LSmith@olsonllp.com>
Sent: Thursday, November 12, 2020 4:42 PM
To: Karen Farris; Roger Nelson
Cc: David Olson
Subject: Resolution authorizing use of eminent domain for Piney Point Circle
Attachments: 2267416.doc

Karen and Roger,

Attached is a resolution authorizing the use of eminent domain to acquire the right-of-way for Piney Point Circle for placement on your next City Council agenda.

The Texas Government Code has very specific requirements for a city to authorize the use of its power of eminent domain:

1. Please insert the entire caption of the attached resolution on the City Council meeting agenda for that meeting;
2. The vote on the resolution must be a record (roll call) vote and each Council member's individual vote must be reflected in the minutes for that meeting; and
3. The motion to authorize the use of eminent domain, must be made in the following form: "I move that the City Council of the City of Piney Point Village, Texas authorize the use of the power of eminent domain to acquire the property described in this resolution for the Piney Point Circle right-of-way."

Thank you for your assistance in this regard. Please let me know if you have any questions or need anything further.

Loren B. Smith
OLSON & OLSON, L.L.P.
Wortham Tower, Suite 600
2727 Allen Parkway
Houston, Texas 77019
(713) 817-2074 (cell)
(713) 533-3800
(713) 533-3820 (Direct)
(713) 533-3888 Facsimile
Email: lsmith@olsonllp.com

CONFIDENTIALITY NOTICE

This email and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. This communication may contain material protected by the attorney-client privilege. If you are not the intended recipient or the person responsible for delivering the email to the intended recipient, be advised that you may have received this email in error and that any use, dissemination, forwarding, printing, copying or the taking of any action in reliance on the contents of this email is strictly prohibited. If you have received this email in error, please immediately notify the sender.

TO: The Members of the City Council

FROM: City Administrator 

MEETING DATE: November 23, 2020

SUBJECT: Discuss and take possible action on light bars for City Truck

Agenda Item: 5

This agenda item calls for the City Council to consider purchasing signal lights and an over-head light bar for the City's Pick-up Truck. The truck makes frequent stops throughout the day and the addition of flashing lights on the truck will provide our employees with additional safety measures as they work on our streets throughout Piney Point.

The cost of the signal lights and overhead light bar is \$2,480.

Jose Gomez

From: Emergency Fleet Service <quickbooks@notification.intuit.com>
Sent: Thursday, November 19, 2020 2:56 PM
To: Jose Gomez
Subject: Estimate 2382 from Emergency Fleet Service

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Dear Jose,

Please review the estimate below. Feel free to contact us if you have any questions.
We look forward to working with you.

Thanks for your business!
Emergency Fleet Service

----- Estimate -----

6333 Dixie Drive
Houston, TX 77087 US
+1 7134856366
<http://www.efshouston.com>

Estimate #: 2382
Date: 11/19/2020
Exp. Date: \$2,628.91

Address:

Jose J Gomez
City of Piney Point Village
7676 Woodway Drive, Suite #300
Houston, Tx 77063

Unit #/Vin Last 4: 2018 F150

Activity	Qty	Rate	Amount
LED:FN-4918	1	1,149.00	1,149.00T
EQUIP:FN-5316	1	45.00	45.00T
LED:FN-0616	1	289.00	289.00T
EQUIP:L Bracket	2	17.00	34.00T
LED:H-2219 AW	1	69.00	69.00T
LED:C-4010	1	119.00	119.00T
Materials:Misc.	1	100.00	100.00T
LABOR:INSTALLATI	1	675.00	675.00
SubTotal:			\$2,480.00

Tax:	\$148.91

Total:	\$2,628.91

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

MEMORANDUM

CITY OF PINEY POINT VILLAGE

TO: The Members of the City Council

FROM: City Administrator *AW*

MEETING DATE: November 23, 2020

SUBJECT: Discuss and take possible action on Paperless Court

Agenda Item: 6

This agenda item calls for the City Council to consider purchasing paperless court conversion for the City's Court operations.



Quoted By: Paul Rex
 Quote Expiration: 12/6/2020
 Quote Name: City of Piney Point Village, TX CT-TCM SE
 Quote Number: 2020-111205
 Quote Description: TCM SE

Sales Quotation For

Maria Ruiz
 City of Piney Point Village
 7676 Woodway Dr Ste 300
 Houston , TX 77063-1523
 Phone: +1 (713) 782-0271

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
Incode Court Suite						
Tyler Output Processor Server	\$2,750	8	\$840	\$0	\$3,590	\$688
Tyler Content Manager						
Tyler Content Manager Standard Edition (TCM SE)	\$4,244	32	\$3,360	\$0	\$7,604	\$1,061
<i>Sub-Total:</i>	<i>\$6,994</i>		<i>\$4,200</i>	<i>\$0</i>	<i>\$11,194</i>	<i>\$1,749</i>
TOTAL:	\$6,994	40	\$4,200	\$0	\$11,194	\$1,749

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance	Maintenance Discount	Total Maintenance
Topaz Signature Pad T-L462 - USB On-Premise Court Sites	1	\$400	\$0	\$400	\$80	\$0	\$80
Canon DR-C225 Sheetfed Scanner - VV7373	1	\$450	\$0	\$450	\$0	\$0	\$0
TOTAL:				\$850			\$80

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$6,994	\$1,749
Total Tyler Services	\$4,200	\$0
Total Third Party Hardware, Software and Services	\$850	\$80
Summary Total	\$12,044	\$1,829
Contract Total	\$13,873	

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
 - Fees for hardware are invoiced upon delivery;
 - Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
 - Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
 - Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
 - Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.

TO: The Mayor and Members of the City Council

FROM: City Administrator

MEETING DATE: November 23, 2020

SUBJECT: Migration to Incode 10

Agenda Item: 7

This agenda item calls for Council to consider moving from Incode 9 to Incode 10 for the City's Court. Incode 10 is easier for our Court Personnel to navigate through, provides them with easier updates and forms and Incode 10 is also a more user friendly system for defendants.



Quoted By: Paul Rex
 Quote Expiration: 5/15/2021
 Quote Name: City of Piney Point Village, TX CT-Migration to v10
 Quote Number: 2020-119375
 Quote Description: Migration to v10

Sales Quotation For

Maria Ruiz
 City of Piney Point Village
 7676 Woodway Dr Ste 300
 Houston , TX 77063-1523
 Phone: +1 (713) 782-0271

Tyler Migration Services

Description	Investment
Court Migration Services	\$10,000
<i>Sub-Total:</i>	\$10,000
TOTAL:	\$10,000

Summary	One Time Fees	Recurring Fees
Total Tyler Services	\$0	\$0
Total Migration Services	\$10,000	
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$10,000	\$0
Contract Total	\$10,000	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
 - Fees for hardware are invoiced upon delivery;
 - Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
 - Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
 - Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
 - Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.

court

From: Rex, Paul <Paul.Rex@tylertech.com>
Sent: Monday, November 16, 2020 11:45 AM
To: court
Subject: RE: City of Piney Point Village, TX CT-Migration to v10

No, the paperless piece is separate from a migration. Basically, if you have it in 9, it should migrate over.

Paul Rex, CMCC
Account Representative
Tyler Technologies, Inc.

P: 800.646.2633

www.tylertech.com



Empowering people who serve the public*

From: court <court@pineypt.org>
Sent: Monday, November 16, 2020 11:44 AM
To: Rex, Paul <Paul.Rex@tylertech.com>
Subject: RE: City of Piney Point Village, TX CT-Migration to v10

Hi Paul,

Does this include the paperless option.

Best Regards,

Maria Garcia-Ruiz
Court Clerk
City of Piney Point Village
Direct: 713-782-0275

From: Rex, Paul <Paul.Rex@tylertech.com>
Sent: Monday, November 16, 2020 11:41 AM
To: court <court@pineypt.org>
Subject: City of Piney Point Village, TX CT-Migration to v10

Hi Maria,

As requested, please find attached the requested quote for migration to Incode v10. I have also included the site for your IT to check the specs portion. Please let me know if you would like a demo of this piece.

<https://check.tylertech.com>

Username: Any valid email
Password: Tyler

To move forward, simply reply with "I approve", your name, and title and I can process the order.

Let me know if you have any questions.

Thank you,

Paul Rex, CMCC
Account Representative
Tyler Technologies, Inc.

T: 800.646.2633

www.tylertech.com



empowering people who serve the public®

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

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

TO: The Members of the City Council

FROM: City Administrator 

MEETING DATE: November 23, 2020

SUBJECT: Small Cities Assistance Program

Agenda Item: 8

This agenda item calls for Council to consider participating in the Harris County Small Cities Assistance Program. A copy of the documentation is included in this portion of the agenda packet.

Karen Farris

From: Roger Nelson
Sent: Thursday, November 12, 2020 10:45 AM
To: Karen Farris
Subject: FW: Small Cities Assistance Program [ACTION REQUESTED]
Attachments: Small Cities SRA Template_FINAL Piney Point Village (2).pdf; Welcome Packet Materials.zip

Roger Nelson
City Administrator
City of Piney Point Village
713-230-8703

From: Harris County SCAP <harriscountyscap@guidehouse.com>
Sent: Tuesday, August 11, 2020 5:14 PM
To: Roger Nelson <cityadmin@pineypt.org>; miller@villagefire.org
Subject: Small Cities Assistance Program [ACTION REQUESTED]

Good afternoon Piney Point Village,

Harris County is excited to officially launch the Small Cities Assistance Program and we thank you for your patience. Attached are all the forms you need to begin the CRF reimbursement process. The reimbursement program will run through December 30, 2020. We will track each city's reimbursement total throughout this period and will notify cities of unutilized funds as we get closer to the program's end date.

Below is a brief explanation of the attached forms and their place in the reimbursement process. Please be sure to return the Pre-Reimbursement forms prior to submitting reimbursement requests.

Pre-Reimbursement Forms:

1. The Subrecipient Agreement (SRA) – an agreement between your city and Harris County stating the program terms and conditions. This form must be signed by your City Mayor or City Manager and approved by the Court prior to reimbursement requests.
2. W-9
3. ACH Authorization Form – Once each request is approved, Harris County will send reimbursement deposits directly to the city
4. Vendor Information Form – Each city should complete this form for Harris County purchasing records

Reimbursement Guidance and Request Form:

1. Kick-off Deck – Presentation with key information, FAQs, and a list of our upcoming office hours
2. CRF Checklist – A streamlined guide for the reimbursement process and includes the process overview, eligibility categories with examples, and a list of the necessary supporting documentation
3. Reimbursement Request form – Instructions for the Reimbursement Request are provided in the CRF Checklist, and this form will serve as a project worksheet to track expenses, duplication of benefits, and scope of work

This is a simple overview of the necessary forms included in our welcome packet. We know there will be questions along the way. Please join us for office hours, upcoming training webinars or send an email to this address (harriscountySCAP@guidehouse.com) with your questions or concerns.

Help us plan the webinars according to your city's needs - please use [this link](#) to complete the survey. We greatly appreciate your feedback.

We look forward to working with you,
CRF Small Cities Assistance Team

Small Cities Assistance Program Team

harriscountySCAP@guidehouse.com

[Treasury Coronavirus Relief Fund FAQs](#)

NOTICE: This communication is from Guidehouse Inc. or one of its subsidiaries. The details of the sender are listed above. This email, including any attachments, is meant only for the intended recipient of the transmission and may contain confidential and/or privileged material. If you received this email in error, any review, distribution, dissemination or other use of this information is strictly prohibited. Please notify the sender immediately by return email and delete the messages from your systems. In addition, this communication is subject to, and incorporates by reference, additional disclaimers found in the "Disclaimers" section at www.guidehouse.com.



CORONAVIRUS RELIEF FUND (CRF) SMALL CITIES TERMS AND CONDITIONS

INTERLOCAL GRANT AGREEMENT AND CORONAVIRUS RELIEF FUND (CRF) SMALL CITIES TERMS AND CONDITIONS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Agreement (the “Agreement”) is made and entered into by and between Harris County, a body corporate and politic under the laws of the State of Texas (“County”), acting by and through its governing body the Harris County Commissioners Court, and Piney Point Village (“City” or “grantee” or “subrecipient”), pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ann. §§ 791.001 – 791.030. Harris County and City are referred to herein collectively as the “Parties” and individually as a “Party.”

Harris County will reimburse the City for necessary eligible expenditures incurred due to the public health emergency with respect to COVID-19 for a not to exceed amount of \$189,695.00 as evidenced in the Notice of Subrecipient Grant Award, approved by Harris County Commissioners Court on July 14, 2020, attached hereto as Exhibit A and incorporated herein by reference. The Parties agree that the amount specified in Exhibit A is just and fair compensation for expenses incurred due to the COVID-19 public health emergency. The Parties agree that a public purpose will be served by using the grant funds to reimburse local municipalities for necessary eligible expenditures incurred due to the public health emergency with respect to COVID-19. Harris County agrees that all funds used to pay for the obligations of this Grant Agreement will be taken from current fiscal funds.

About This Document

In this document, grantees will find the terms and conditions applicable to payments distributed in the form of grants to local units of governments from the Coronavirus Relief Fund established within section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.; Chapter 783 of the Texas Government Code; and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts.

To the extent the terms and conditions of this grant agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this grant agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in

the interpretation of this grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.

Table of Contents

1 Grant Agreement Requirements and Conditions	4
1.1 Applicability of Grant Agreement and Provisions	4
1.2 Legal Authority to Apply	5
1.3 Grant Acceptance	5
1.4 Project Period	5
1.5 General Responsibility	5
1.6 Amendments and Changes to the Grant Agreement.....	6
1.7 Jurisdictional Cooperation.....	6
1.8 Public Information and Meetings	6
1.9 Remedies for Non-Compliance.....	7
1.10 False Statements by Grantee	7
1.11 Conflict of Interest Safeguards	8
1.12 Fraud, Waste, and Abuse	8
1.13 Termination of the Agreement.....	8
1.14 Limitation of Liability	9
1.15 Dispute Resolution	9
1.16 Liability for Taxes.....	10
1.17 Required State Assurances	10
1.18 System for Award Management (SAM) Requirements	10
1.19 No Obligation by Federal Government	10
1.20 Notice	10
1.21 Force Majeure	11
1.22 Franchise Tax Certification	11
1.23 Severability	11
1.24 E-Verify	11
1.25 Compliance with Federal Law, Regulations, and Executive Orders	11
1.26 Clean Air Act	11
1.27 Federal Water Pollution Control Act	11
1.28 Suspension and Debarment	12
1.29 Energy Conservation.....	12
1.30 Procurement of Recovered Materials	12

1.31 Terminated Contracts.....	12
2 Property and Procurement Requirements	13
2.1 Property Management and Inventory.....	13
2.2 Consulting Contracts	13
2.3 Procurement Practices and Policies	13
2.4 Contract Provisions Under Federal Awards.....	13
3 Audit and Records Requirements.....	14
3.1 Cooperation with Monitoring, Audits, and Records Requirements	14
3.2 Single Audit Requirements	14
3.3 Requirement to Address Audit Findings.....	14
3.4 Records Retention	14
4 Prohibited and Regulated Activities and Expenditures	15
4.1 Prohibited Costs	15
4.2 Political Activities.....	15
5 Financial Requirements	16
5.1 Direct Deposit.....	16
5.2 Payments and Required Documentation	16
5.3 Reimbursements	16
5.4 Refunds and Deductions.....	16
5.5 Recapture of Funds.....	17
5.6 Liquidation Period	17
5.7 Project Close Out.....	17
5.8 Miscellaneous Provisions	17

EXHIBITS FOLLOW

1 Grant Agreement Requirements and Conditions

1.1 Applicability of Grant Agreement and Provisions

The Grant Agreement is subject to the additional terms, conditions, and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.2 Legal Authority to Apply

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

1.3 Grant Acceptance

The Notice of Subrecipient Grant Award remains an offer until the fully executed copy of this Grant Agreement is received by Harris County.

1.4 Project Period

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. All expenditures must be incurred, and all services must be received within the performance period. Harris County will not be obligated to reimburse expenses incurred after the performance period. A cost is incurred when the responsible unit of government has expended funds to cover the cost.

1.5 General Responsibility

Per the CARES Act, CRF grant funds may only be used to cover expenses that –

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
2. were not accounted for in the budget most recently approved as of March 27, 2020 for the government; and
3. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of grant funds, including nonexclusive examples of eligible expenses in the following categories:

1. Medical expenses,
2. Public health expenses,
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency,
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures,
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, and
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Further explanation of these categories and examples can be found at the following link:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

The grantee certifies compliance with these eligible expenses by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form, which is attached hereto as Exhibit B and incorporated for all purposes.

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with Harris County administrative rules, policies and procedures, and applicable federal and state laws and regulations.

The grantee will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant are met.

1.6 Amendments and Changes to the Grant Agreement

Harris County and the grantee may agree to make adjustments to the grant. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories changing funds in any awarded cost items or category, deobligating awarded funds or changing grant officials.

The grantee has no right or entitlement to reimbursement with grant funds. Harris County and grantee agree that any act, action or representation by either Party, their agents or employees that purports to waive or alter the terms of the Grant Agreement or increase the maximum liability of Harris County is void unless a written amendment to this Grant Agreement is first executed and documented. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of Harris County in excess of the "Allocation Ceiling" as set forth in the Notice of Subrecipient Grant Award.

Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented to be binding upon the Parties. Notwithstanding this requirement, it is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

1.7 Jurisdictional Cooperation

Notwithstanding anything to the contrary, Harris County may, in its sole discretion, deny reimbursement for any expenses representing a transfer of funds from grantee to another political subdivision or agency unless a written request for such reimbursement is approved by Harris County in advance.

1.8 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the grantee acknowledges that Harris County and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). The grantee acknowledges that Harris County will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to Harris County, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from

disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to Harris County. The grantee will cooperate with Harris County in the production of documents or information responsive to a request for information.

1.9 Remedies for Non-Compliance

If Harris County determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, a notice of award, or any other applicable requirement, Harris County, in its sole discretion may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by Harris County;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by Harris County until repayment to Harris County is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of Harris County;
8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;
10. Withholding further awards; or
11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless Harris County expressly authorizes them in the notice of suspension or termination or subsequently.

Harris County, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

1.10 False Statements by Grantee

By acceptance of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then Harris County may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to Harris County under this grant agreement and applicable law. False statements or claims made in connection with Harris County grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

1.11 Conflict of Interest Safeguards

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement. The grantee certifies as to its own organization, that to the best of their knowledge and belief, no member of grantee's organization or Harris County, nor any employee, or person, whose salary is payable in whole or in part by a member of grantee organization or Harris County, has direct or indirect financial interest in the award of this Grant Agreement, or in the services to which this Grant Agreement relates, or in any of the profits, real or potential, thereof.

1.12 Fraud, Waste, and Abuse

The grantee understands that Harris County does not tolerate any type of fraud, waste, or misuse of funds received from Harris County. Harris County's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, Harris County policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from Harris County that is made against the grantee, the grantee is required to immediately notify Harris County of said allegation or finding and to continue to inform Harris County of the status of any such on-going investigations. The grantee must also promptly refer to Harris County any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify Harris County in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify Harris County in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to Harris County.

1.13 Termination of the Agreement

Harris County may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against Harris County, upon written notice to grantee. In the event grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, Harris County may, upon written notice to grantee, terminate this agreement for cause, without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

Harris County and grantee may mutually agree to terminate this Grant Agreement. Harris County in its sole discretion will determine if, as part of the agreed termination, grantee is required to return any or all of the disbursed grant funds.

Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Agreement, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 – 200.342. Following termination by Harris County, grantee shall continue to be obligated to Harris County for the return of grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, Harris County's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by Harris County in its sole discretion to be reasonable and necessary to cost-effectively wind up the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.14 Limitation of Liability

Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of either Party.

The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

The grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by Harris County, its officers, employees, agents, or contractors of any privileges, rights, defenses, remedies, or immunities from suit and liability that Harris County may have by operation of law.

1.15 Dispute Resolution

The Parties' representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by Harris County, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

The laws of the State of Texas govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any grantee-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Harris County District Court or the United States District Court, Southern District of Texas - Houston Division. Venue for any Harris County-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement may be commenced in a Texas state district court or a United States District Court selected by Harris County in its sole discretion.

The grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. The grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.16 Liability for Taxes

The grantee agrees and acknowledges that grantee is an independent contractor and shall be entirely responsible for the liability and payment of grantee's and grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. Harris County shall not be liable to the grantee, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to an employee.

1.17 Required State Assurances

The grantee must comply with the applicable State Assurances included within the State Uniform Grant Management Standards (UGMS), Section III, Subpart B, _14, which are incorporated herein for all purposes as though set forth word for word.

1.18 System for Award Management (SAM) Requirements

- A. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.
- B. The grantee will comply with Executive Orders 12549 and 12689 that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.
- C. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Texas statutes and rules relating to procurement and that the grantee is not listed in the federal government's terrorism watch list as described in Executive Order 13224.

1.19 No Obligation by Federal Government

The Parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either Party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

1.20 Notice

Notice may be given to the grantee via email, hand-delivery, or United States Mail. Notices to the grantee will be sent to the name and address supplied by grantee.

1.21 Force Majeure

Neither the grantee nor Harris County shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, pandemic, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

1.22 Franchise Tax Certification

If grantee is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then grantee certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that grantee is exempt from the payment of franchise (margin) taxes.

1.23 Severability

If any provisions of this Grant Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

1.24 E-Verify

If applicable, by entering into this Grant Agreement, grantee will certify and ensure that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of (a) all persons employed during the contract term to perform duties within Texas; and (b) all persons (including subcontractors) assigned by the grantee pursuant to the Grant Agreement.

1.25 Compliance with Federal Law, Regulations, and Executive Orders

Grantee acknowledges that federal financial assistance funds will be used to fund the Grant Agreement. Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

1.26 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

- a. Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. Grantee agrees to report each violation to Harris County and understands and agrees that Harris County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.27 Federal Water Pollution Control Act

- a. Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- b. Grantee agrees to report each violation to Harris County and understands and agrees that Harris County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.28 Suspension and Debarment

- a. This Grant Agreement is a covered transaction for purposes of 2 C.F.R. pt 180 and 2 C.F.R. pt. 3000. Grantee certifies that grantee, grantee's principals (defined at 2 C.F.R. Sec. 180.995), or its affiliates (defined at 2 C.F.R. Sec. 180.905) are excluded (defined at 2 C.F.R. Sec. 180.940) or disqualified (defined at 2 C.F.R. Sec. 180.935).
- b. Grantee must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by Harris County. If it is later determined that grantee did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, in addition to remedies available to Harris County, the Federal Government may pursue available remedies, including but limited to suspension and/or debarment.

1.29 Energy Conservation

If applicable, grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.30 Procurement of Recovered Materials

- a. In the performance of this Grant Agreement, grantee shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

1.31 Terminated Contracts

The grantee has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the grantee does have such a terminated contract, the grantee shall identify the contract and provide an explanation for the termination. The grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2 Property and Procurement Requirements

2.1 Property Management and Inventory

The grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by Harris County. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

The grantee must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein, and provided to Harris County upon request, if applicable.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or Harris County, the grantee must make proper disposition of the equipment pursuant to 2 CFR 200.

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures include:

- A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to Harris County at all times upon request.
- B. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- C. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

2.2 Consulting Contracts

Pre-approval of costs related to consulting contracts is required and the value of consulting contracts entered into by the grantee may not exceed 5% of the total funds received by the local unit of government.

2.3 Procurement Practices and Policies

The grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations. Contracts must be routinely monitored for delivery of services or goods.

2.4 Contract Provisions Under Federal Awards

All contracts made by a grantee under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

3 Audit and Records Requirements

3.1 Cooperation with Monitoring, Audits, and Records Requirements

All records and expenditures are subject to, and grantee agrees to comply with, monitoring and/or audits conducted by the United States Department of Treasury's Inspector General (DOTIG), Harris County, and the State Auditor's Office (SAO) or designee. The grantee shall maintain under GAAP or GASB, adequate records that enable DOTIG, Harris County, and SAO to ensure proper accounting for all costs and performances related to this Grant Agreement.

3.2 Single Audit Requirements

Any grantee expending \$750,000 or more in federal funds in a fiscal year may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

The grantees expending more than \$750,000 in grant funds in a fiscal year are subject to the requirements in the Texas Single Audit Circular, at <https://comptroller.texas.gov/purchasing/docs/ugms.pdf>. The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.

3.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to Harris County a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings. The grantee's corrective action plan is subject to the approval of Harris County.

The grantee understands and agrees that the grantee must make every effort to address and resolve all outstanding issues, findings, or actions identified by DOTIG, Harris County, or SAO through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. The grantee agrees to complete any corrective action approved by Harris County within the time period specified by Harris County and to the satisfaction of Harris County, at the sole cost of the grantee. The grantee shall provide to Harris County periodic status reports regarding the grantee's resolution of any audit, corrective action plan, or other compliance activity for which the grantee is responsible.

3.4 Records Retention

- A. The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from Harris County under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement.
- B. The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333 and state law.

1. The grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit.
2. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
3. Harris County may direct a grantee to retain documents for longer periods of time or to transfer certain records to Harris County or federal custody when it is determined that the records possess long term retention value.

4 Prohibited and Regulated Activities and Expenditures

4.1 Prohibited Costs

- A. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 3.1 all record and expenditures are subject to review.
- B. Damages covered by insurance.
- C. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- D. Duplication of benefits including expenses that have been or will be reimbursed under any other federal or state program.
- E. Reimbursement to donors for donated items or services.
- F. Workforce bonuses other than hazard pay or overtime.
- G. Severance pay.
- H. Legal settlements.

4.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- A. Unless specifically authorized to do so by federal law, grant recipients or their grantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
- B. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- C. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.

- D. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- E. As applicable, the grantee and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal. Grantee shall file the required certification attached hereto and incorporated for all purposes as Exhibit C. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5 Financial Requirements

5.1 Direct Deposit

A completed direct deposit form from the grantee must be provided to Harris County prior to receiving any payments..

5.2 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 5.7 below.

Reimbursement requests may be requested following full reporting to Harris County of eligible expenses incurred.

All documentation for expenditures paid during the project period must be submitted to Harris County on or before the grant liquidation date.

5.3 Reimbursements

Harris County will be obligated to reimburse the grantee for the expenditure of actual and allowable allocable costs incurred and paid by the grantee pursuant to this Grant Agreement. Harris County is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

5.4 Refunds and Deductions

If Harris County determines that the grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the grantee shall return to Harris County the amount identified by Harris County as an overpayment. The grantee shall refund any overpayment to Harris County within thirty (30) calendar days of the receipt of the notice of the overpayment from Harris County unless an alternate payment plan is specified by Harris County.

5.5 Recapture of Funds

The discretionary right of Harris County to terminate for convenience under Section 1.13 notwithstanding, Harris County shall have the right to terminate the Grant Agreement and to recapture, and be reimbursed for any payments made by Harris County: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

5.6 Liquidation Period

Grant funds will liquidate 90 calendar days following the project period end date or on December 30, 2020, whichever is earlier. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to Harris County.

5.7 Project Close Out

Harris County will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the grantee.

The grantee must submit all financial, performance, and other reports as required by the terms and conditions of the grant award.

The grantee must promptly refund any balances of unobligated cash that Harris County paid and that are not authorized to be retained by the grantee for use in other projects.

5.8 Miscellaneous Provisions

It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the City for any purpose. The City, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.

The County is not obligated or liable to any party other than City for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

A waiver by either Party of a breach or violation of any provision of the Agreement shall not be deemed or construed to be a waiver of any subsequent breach.

The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.

The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

By execution of this Agreement, the City warrants that the duties accorded to the City in this Agreement are within the powers and authority of the City.

[EXHIBITS AND SIGNATURE PAGE FOLLOWS]

PINEY POINT VILLAGE

By _____

Date: _____

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
VINCE RYAN
COUNTY ATTORNEY

By: _____
Christy Gilbert
Assistant County Attorney
C.A. File 20GEN1960

EXHIBIT A

**Notice of Subrecipient Grant Award
(follows behind)**



HARRIS COUNTY, TEXAS

BUDGET MANAGEMENT DEPARTMENT

Administration Building
1001 Preston, Suite 500
Houston, TX 77002
(713) 274-1100

COVID 19 Agenda Item

		YES	NO	ABSTAIN
July 14, 2020	Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Steve Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. R. Jack Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
To:	County Judge Hidalgo, and Commissioners Ellis, Garcia, Radack, and Cagle			

Fm: Shain Carrizal *HSC*

Re: **CARES Act – Establishment of the Small City Assistance Program**

The CARES Act established the Coronavirus Relief Fund (CRF), and Harris County received a direct allocation of \$426 million. On April 28, 2020 Commissioners Court authorized forming a committee consisting of a representative from each office of Commissioners Court to work with BMD/HRRM and all relevant departments to make recommendations on the expenditures of the funds. Attached for your approval is a recommendation from the committee to establish the Small City Assistance Program in an amount not to exceed \$28.5 million.

The committee will continue to work with Guidehouse in making further recommendations to Commissioners Court before the CRF expiration date of December 30, 2020.

Thank you for your consideration.

Attachment

Presented to Commissioners Court

July 14, 2020

Approve: **E/G**



**COVID-19 Small City Assistance Program
July 10, 2020**

BACKGROUND

The COVID-19 pandemic is stretching the ability of State, County, and City governments to both meet their obligations to protect their citizens and to ensure complete economic recovery and long-term resiliency. While each situation is unique, we understand that Harris County faces considerable demands resulting from this outbreak and the 34 cities it represents, and the County seeks to establish a program to provide appropriate reimbursement of Coronavirus Relief Funds (CRF) to the respective small cities.

PROGRAM PURPOSE

The COVID-19 Small City Assistance Program’s purpose is to provide financial assistance for the needs of cities with <500K population.

The following are the program considerations:

Coordination. Need to ensure that the County’s response is coordinated so that it addresses the unprecedented public health and societal impacts impacting the small cities.

Grants Management. Need to ensure support of the management of grant applications, eligibility verification, grant awards, management of grant and subrecipient agreements, and management of approval processes for funds requested by cities within Harris County related to the CRF.

Eligibility. Need to ensure expenses incurred and to be reimbursed to the small cities are captured in a manner that makes them reimbursable in accordance with U.S. Department of Treasury guidance for the Coronavirus Relief Fund

Compliance. Need to ensure that the County is complying with the rules and regulations that will ensure expenses are reimbursable and avoid a loss of stakeholder and community confidence.

ELIGIBILITY CRITERIA

Cities with <500K population that demonstrate need for financial assistance may qualify for assistance by meeting any of the following criteria:

Criteria	Name	Description	Additional Considerations
#1	Match	Cities would submit their approved FEMA Public Assistance (PA) requests showing the 75% reimbursement requested. Harris County then provides the remaining 25% of eligible reimbursements.	provided to help assistance cities apply for FEMA PA
#2	Eligible activities not covered by other funding sources	Expenses incurred by small cities that are typically not covered by FEMA or other grants, that are eligible for CRF. This includes, but is not limited to, the following activities: <ul style="list-style-type: none"> - COVID dedicated payroll expenses - Paid sick and medical leave - Government payroll support program - Unemployment insurance costs - Telework capability improvement 	Educate cities about these expense activities

#3	Other COVID Related Expenses	Other related expenses not identified in Options #1 and #2 that will be evaluated by the County for duplication of benefits on a case-by-case basis	Educate cities about these expense activities
----	------------------------------	---	---

ALLOCATION MAXIMUMS

Per the chart below, \$55 per capita is used to determine a ceiling of available CRF funding per small city within Harris County. This amount is based on the criteria established by the Texas Department of Emergency Management (TDEM) for other cities and counties in Texas with <500K populations.

City	2018 Census Population Data	Allocation Ceiling
Baytown	72,879	\$4,008,345
Bellaire	18,966	\$1,043,130
Bunker Hill Village	3,982	\$219,010
Deer Park	33,931	\$1,866,205
El Lago	2,727	\$149,985
Friendswood	11,575	\$636,625
Galena Park	10,931	\$601,205
Hedwig Village	2,669	\$146,795
Hilshire Village	819	\$45,045
Humble	16,041	\$882,255
Hunters Creek Village	4,891	\$269,005
Jacinto City	10,625	\$584,375
Jersey Village	7,962	\$437,910
Katy	15,251	\$838,805
La Porte	35,423	\$1,948,265
League City	1,984	\$109,120
Missouri City	6,273	\$345,015
Morgan's Point	345	\$18,975
Nassau Bay	4,037	\$222,035
Pasadena	153,219	\$8,427,045
Pearland	5,237	\$288,035
Piney Point Village	3,449	\$189,695
Seabrook	14,291	\$786,005
Shoreacres	1,611	\$88,605
South Houston	17,583	\$967,065
Southside Place	1,881	\$103,455
Spring Valley Village	4,333	\$238,315
Stafford	309	\$16,995
Taylor Lake Village	3,625	\$199,375
The Woodlands	13,000*	\$715,000
Tomball	11,761	\$646,855
Waller	600	\$33,000
Webster	11,201	\$616,055
West University Place	15,676	\$862,180
Total	519,087	\$28,549,785

*Estimated census data for the portion of The Woodlands included in Harris County, per The Woodlands Area Economic Development Partnership

TECHNICAL ASSISTANCE

With the purpose of helping small cities, especially those not familiar with federal funding, the small cities will be provided with technical assistance to better understand the process of successfully identifying eligible CRF activities, and guidance around other potential funding sources (ex. FEMA PA). The main components of the technical assistance will include (but is not limited to)¹:

1. Conducting outreach activities to:
 - Inform small cities about the program
 - Engaging City management to actively participate in program

2. Hosting webcast and online training for:
 - Overall process of the County's program for small cities
 - Eligible activities under the CRF grant and overlap with other funding sources
 - Workflows, forms, tools, and documentation requirements for reimbursement
 - Brief overview of other federal funding sources

3. Providing tools and templates for reimbursement requests including:
 - Excel based cost tracking mechanism
 - Checklist of eligible activities with required documentation
 - Frequently asked questions (FAQs)
 - Workflow steps for transparency

4. Providing one-on-one support including:
 - Questions around eligibility and/or process
 - Developing reimbursement requests
 - Understanding any rejected/returned reimbursement requests

AGREEMENT FOR DISTRIBUTION

To receive CRF distributions, the small city mayor or city manager must review, agree to the terms and conditions, and sign certification forms similar to those developed by TDEM. ² The CRF Terms and Conditions released by TDEM addresses the grant acceptance, project period, general responsibility, amendments and changes to the grant agreement, and jurisdictional cooperation that a subrecipient must adhere to when receiving CRF distributions.

¹ See Attachment A for framework of technical assistance

² See Appendix for example of modified CARES Act Coronavirus Relief Fund Eligibility Certification from TDEM

**APPENDIX
CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION³**

I, _____, am the Mayor or City Manager of _____ ("Municipality"), and I certify that:

1. I have the authority on behalf of Municipality to request grant payments from Harris County ("County") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the County will rely on this certification as a material representation in making grant payments to the Municipality.
3. I acknowledge that Municipality should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, Harris County, or designee.
5. I acknowledge that Municipality has an affirmative obligation to identify and report any duplication of benefits. I understand that the County has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if Municipality has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the Municipality's proposed uses of the funds provided as grant payments from the County by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for Municipality; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: _____

Signature: _____

Title: _____

Date: _____

³ Per Texas Department of Emergency Management, tdem.texas.gov, with modifications

**ATTACHMENT A
TIMELINE OF TECHNICAL ASSISTANCE AND ADMINISTRATION**

The following table details technical assistance and administration activities provided to the County and small cities within Harris County. All activities will be ongoing through December 30, 2020 with auditing and close-out activities continuing into 2021.

Month Activity Begins	Activity
July	<ul style="list-style-type: none"> - Outreach effort to notify small cities about the Small City Assistance Program including webcasts about the overall process - Small cities execute certification form ahead of receiving CRF distribution from the County
August	<ul style="list-style-type: none"> - Training to help cities identify expenses eligible for FEMA PA and other federal funding sources - Providing training materials about other federal funding sources - Assistance to apply for other federal funding - Provide a mapped flow of documentation and requirements of the Grant Management program lifecycle to small cities to understand all necessary documentation - Provide tools and templates for tracking costs for reimbursement - Provide eligible cost checklists for CRF reimbursement - Assistance to develop reimbursement requests including holding office hours to answer questions about eligibility - Training cities about duplication of benefits, how to prevent them, and how to notify the County if any assistance that could fall into this category is received
September	<ul style="list-style-type: none"> - Track the disbursement of funds, at the County level, to ensure they are being used as they were intended and in a timely fashion - Provide access to workflows, forms, tools, and documentation requirements for reimbursement of each individual transaction
October	<ul style="list-style-type: none"> - Support to understand any denied benefits and reapply, if possible
November	<ul style="list-style-type: none"> - Trainings about how subrecipients can properly close out use of funds received and what documentation is required
December	<ul style="list-style-type: none"> - Report on the assistance provided to small cities, the maximization of benefits realized from various federal funding sources, and measure CRF distribution utilized

EXHIBIT B

**CARES Act Coronavirus Relief Fund Eligibility Certification Form
(follows behind)**

CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, _____, am the Mayor or City Manager of _____ ("Municipality"), and I certify that:

1. I have the authority on behalf of Municipality to request grant payments from Harris County ("County") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the County will rely on this certification as a material representation in making grant payments to the Municipality.
3. I acknowledge that Municipality should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, Harris County, or designee.
5. I acknowledge that Municipality has an affirmative obligation to identify and report any duplication of benefits. I understand that the County has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if Municipality has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the County or United States Department of the Treasury.
8. I acknowledge that the Municipality's proposed uses of the funds provided as grant payments from the County by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for Municipality; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below. I acknowledge acceptance of the grant and all exhibits in this Grant Agreement, and to abide by all terms and conditions.

Name:

Title:

Signature:

Date:

**EXHIBIT C Certification
Regarding Lobbying (follows
behind)**

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, _____, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The grantee, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 et seq. apply to his certification and disclosure, if any.

Initial Here: _____

ORDER OF COMMISSIONERS COURT
Authorizing Execution of an Interlocal Grant Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL GRANT AGREEMENT
BETWEEN HARRIS COUNTY AND PINEY POINT VILLAGE TO REIMBURSE THE
CITY FOR ELEGIBLE EXPENSES FROM THE CORONAVIRUS RELIEF FUND**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that the Harris County Judge is authorized to execute, for and on behalf of Harris County, the Interlocal Grant Agreement between the Harris County and Piney Point Village, pursuant to Tex. Gov't Code Ann. §§ 791.001 – 791.030, for the County to reimburse the City for eligible expenses with a grant from the Coronavirus Relief Fund as authorized and established within section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act. The Interlocal Grant Agreement is incorporated by reference for all purposes as though fully set out in this Order word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.



Coronavirus Relief Fund (CRF) Checklist

I. Submit Initial Information

Municipal governments with a population < 500,000 are eligible subrecipients to Harris County.

1. City must **execute the Sub-Recipient Agreement** for administration of the CRF funding under the CARES Act, and associated Exhibits, and comply with all the terms and conditions.
2. City must fill out the ACH Vendor Payment Authorization, Vendor Information form, and W-9 forms to receive county reimbursement. All three of these forms will be sent to harriscountySCAP@guidehouse.com.

II. Confirm Eligibility

The CARES Act provides that payments from the Fund may only be used to costs that fall into the following three categories –

1. **Are necessary expenditures incurred due to the public health emergency with respect to the COVID-19;**

Eligible	Ineligible
<ul style="list-style-type: none"> • The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. • May include expenditures incurred to allow the State, territorial, local, or Tribal government to address medical or public health needs or to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures. • Must be necessary meaning the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending the Fund payments 	<ul style="list-style-type: none"> • Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under statute

2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government;

Eligible	Ineligible
<ul style="list-style-type: none"> • The CARES Act requires that payments only cover costs not accounted for in the budget recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds. 	<ul style="list-style-type: none"> • Any budgetary adjustments or supplemental appropriations made in response to the COVID-19 public health emergency will be ineligible.

3. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

Eligible	Ineligible
<ul style="list-style-type: none"> • Eligible costs incurred during this time include: <ul style="list-style-type: none"> ○ Medical expenses ○ Public health expenses ○ Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated (suggested a minimum of 75%) to mitigating or responding to the COVID-19 public health emergency ○ Expenses of actions to facilitate compliance with COVID-19 related public health measures ○ Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency ○ Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria 	<ul style="list-style-type: none"> • Examples of <i>ineligible expenditures</i> include: <ul style="list-style-type: none"> ○ The State share of Medicaid ○ Damages covered by insurance ○ Payroll or benefits for an employee whose duties are not substantially dedicated to mitigating or responding to the COVID-19 emergency ○ Legal settlements ○ Severance pay ○ Workforce bonuses other than hazard pay or overtime ○ Reimbursement to donors for donated items or services ○ Expenses that have been or will be reimbursed under any federal programs

The table below includes a **list of FEMA and/or CRF eligible** purchases and activities. If you choose to apply for FEMA funding, you will be reimbursed by FEMA PA for 75% of your project costs and you can use your CRF dollars to pay for the other 25%. While applying for FEMA is not mandatory, it is strongly encouraged to maximize all potential dollars for your city and constituents:

Cost Category	Activity	Description
Medical Expenses	Public medical facility expenses	COVID-19-related expenses of public hospitals, clinics, and similar facilities
	Establishing temporary facilities	Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs
	Testing	Costs of providing COVID-19 testing, including serological testing
	Emergency medical response	Emergency medical response expenses, including emergency medical transportation, related to COVID-19
Public Health Expenses	Communication and enforcement	Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19
	Medical supply acquisition and distribution	Expenses for acquisition and distribution of medical and protective supplies
	Disinfection of public areas	Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency
	Technical assistance	Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety
	Public safety measures	Expenses for public safety measures undertaken in response to COVID-19
	Quarantining	Expenses for quarantining individuals
Compliance Expenses	Maintaining prisons and jails	COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions

The table below describes activities that **will not be reimbursed by FEMA PA and can be reimbursed using CRF**. If any of these activities were performed as part of COVID-19 relief efforts, please note that they may only be reimbursed through CRF or other non-FEMA sources.

Cost Category	Activity	Description
Medical Expenses	Public telemedicine capabilities	Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment
Payroll Expenses	COVID Dedicated Payroll Expenses	Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID19 public health emergency

Compliance Expenses	Food delivery	Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions
	Distance learning	Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions
	Telework capability improvement	Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions
	Providing paid sick and medical leave	Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions
	Care of homeless populations	Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions
Economic Expenses	Provision of grants to small businesses	Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures
	Government payroll support program	Expenditures related to a State, territorial, local, or Tribal government payroll support program
	Unemployment insurance costs	Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise
Other COVID-19 Related Expenses	Other COVID-19 Related Expenses	

III. Submitting Reimbursement Request and Expense Documentation

Reimbursement Request form

- **Note:** Keep in mind that a separate form should be submitted for each need or activity
- **Defining the Scope of Work** – This section should be as detailed as possible to avoid delays during the reimbursement process. Instead of simply “purchased ventilators for ICU,” include the make, model, quantity and emergency purpose of the ventilators to demonstrate COVID-19 related activities
- **Project Cost** – Complete an itemized list of necessary purchases with a clear explanation of how it will be used for the project. Expense documentation must be submitted prior to reimbursement payment from Harris County.

Check for potential duplication of benefits

- The Applicant is responsible for confirming that there is no duplication of benefits with other funding sources such as insurance, other grants or donated resources. Applicants will be required to attest that there are no duplication of benefits and will list any potential DOB on the form.

Submit the proper support documentation

Each city must maintain expense and reimbursement records for **at least five (5) years from payment of final benefit**. Documentation should be provided in zip files for each reimbursement request.

General Ledger and Budget Records: Evidence of unbudgeted and/or COVID-19-related expense.

- General ledger and subsidiary ledgers used to account for (a) the receipt of Coronavirus Relief Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19
- Budget records for 2019 and 2020

Force Account Labor: For COVID-19 emergency work performed by employees

- Applicant insurance policies
- Applicant labor policy and pay rates
- Signed timesheets and activity logs
- Unbudgeted emergency labor may be reimbursed for standard time and overtime
- Budgeted emergency labor will be reimbursed for overtime only
- Payroll records with personally identifiable information (PII) redacted

Force Account Equipment: Applicant-owned equipment costs for COVID-19 related activities

- Applicant insurance policies
- Equipment logs including usage records and operator records, if applicable
- Cost of hourly usage

Supplies and Materials: Must be used for COVID-19 emergency care

- Applicant insurance policies
- Receipts or invoices

- Quotes or contracts, as applicable
- Endorsed checks or bank statements to serve as proof of payment
- Record of pre-disaster inventory (Force Account Materials)

Contract Services and Leased Equipment: Equipment leasing or work performed by a third party (with or without a contract)

- Applicant insurance and procurement policies
- Bid documentation, if applicable. *Example: bid advertisement, bid tabulation, cost analysis, contract, etc.*
- Detailed invoices with line item cost breakdown
- Endorsed checks or bank statements to serve as proof of payment

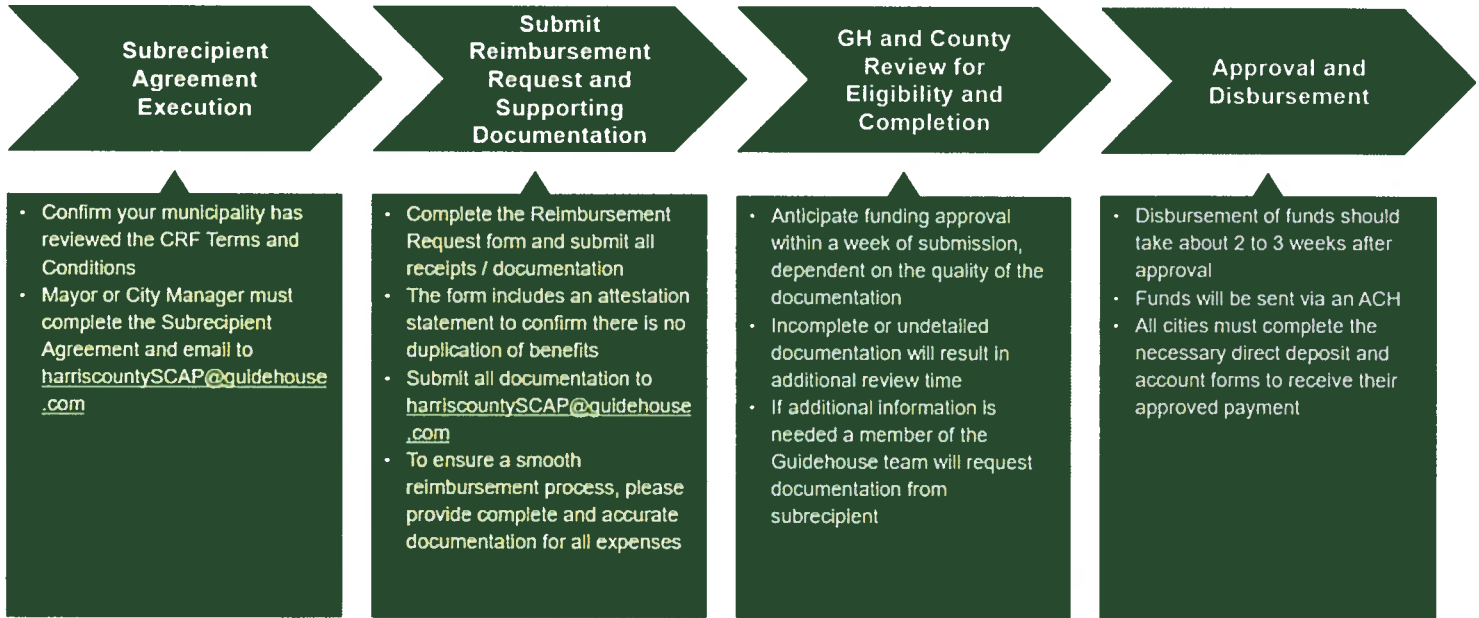
Contracts and Agreements: Documenting grants and COVID-19-related engagements with other entities

- Contracts and subcontracts entered into using CRF funds for payment, including related contract materials, exhibits, or addenda
- Grant agreements and subaward agreements entered into distributing CRF funds
- Audit, report, and compliance materials from contracted entities
- Audit, report, compliance and monitoring materials related to grant agreements

IV. **Approval Process**

- ❑ Documentation for each reimbursement request will be submitted to harriscountySCAP@guidedhouse.com in a single zip file if possible.
- ❑ Cities should anticipate funding approval within a week of submission, dependent on the quality of the documentation.
 - Incomplete, inaccurate or undetailed documentation will result in additional review time.
 - If additional information is needed a member of the Guidehouse team will request documentation from subrecipient.
- ❑ Once supporting documentation has been approved, the City will be notified and will send a final invoice to the inbox given above.
 - The Harris County approval process may take up to three weeks, at which time the city will receive the invoiced funds in an ACH deposit.

To recap, here is a snapshot of the CRF procedures from start to finish:







**HARRIS COUNTY AUDITOR
AND
HARRIS COUNTY TREASURER**

You can make your banking easier through an ACH Vendor Payment service available from Harris County and Harris County Flood Control District. With an ACH Vendor Payment, you can choose to have your payments deposited directly into your checking or savings account at your designated bank, savings and loan, credit union, or any other member of an automated clearing house.

ACH VENDOR PAYMENT SAVES YOU TIME:

- No trip to the financial institution
- No search for parking
- No waiting in teller lines
- No delay in getting cash

ACH VENDOR PAYMENT IS SAFE:

- No worry about stolen or lost checks
- No worry about forged checks
- No danger of fraud

QUESTIONS AND ANSWERS

Here are some frequently asked questions and answers:

Q. What is ACH Vendor Payment?

- A. ACH Vendor Payment is a system that automatically deposits your payment directly into your account at any financial institution that is a member of an automated clearing house.

Q. Who is eligible for ACH Vendor Payment?

- A. All vendors that provide services and/or materials to Harris County and Harris County Flood Control District who are now being paid by check through the Harris County Auditor's Accounts Payable Department.

Q. What assurance will I have that my payment is deposited to my account?

- A. Verify with your financial institution that the routing number used for wires into your account is the same as indicated on your deposit slip or check. If it is not the same, please obtain and provide the correct routing number from your financial institution. Please refer to www.harriscountytx.gov and then *Quick Links > Auditor's Office Accounts Payable > Vendor Payment Search* to search for a payment status.

Q. When will my payment be deposited into my account?

- A. Your payment will be available in your account on the same day that a check is normally put in the mail.

Q. What safety features are in ACH Vendor Payment?

- A. Billions of pieces of data are transmitted successfully across the country every day. This could not be done without numerous checks and balances built into sophisticated programs.

Q. What do I do if for some reason my payment is not deposited into my account by the time I receive the notice of deposit from the Harris County Treasurer's Office?

- A. All transactions are traceable. Simply contact the Harris County Auditor's Accounts Payable Department and ask them to trace your deposit.

Q. After I apply for ACH Vendor Payment, how soon can I expect to participate?

- A. There may be a lag of at least one payment to allow for your account setup.

Q. What happens if I change financial institutions or wish to cancel ACH Vendor Payment?

- A. In the event that you change financial institutions, simply provide the Harris County Auditor's Accounts Payable Department with a new ACH Vendor Payment Authorization Agreement and a voided check or other financial institution documentation with correct account and routing numbers, and complete the old setup information portion of this form. Until your account setup has been completed, you will receive your checks by mail. Participants may only change accounts twice in a twelve-month period. If you wish to cancel ACH Vendor Payment, simply notify the Harris County Auditor's Accounts Payable Department in writing at least ten working days in advance of the next payment date.

Q. Can I join ACH Vendor Payment at a later date?

- A. You may participate at any time in the future. Complete the ACH Vendor Payment Authorization Agreement and forward it with a voided check or other financial institution documentation with correct account and routing numbers to the Harris County Auditor's Accounts Payable Department. Processing will take approximately ten working days. In the interim, you will continue to receive your checks by mail.

Q. How do I sign up for ACH Vendor Payment?

- A. Just follow these simple steps:

- Complete the ACH Vendor Payment Authorization Agreement on this brochure,
- Obtain the financial institution routing number from the ACH Coordinator at your financial institution,
- Attach a voided check or other financial institution documentation with account and routing numbers, and
- Send the agreement and account information to:

**HARRIS COUNTY AUDITOR'S OFFICE
ATTN.: ACCOUNTS PAYABLE DIRECTOR
1001 PRESTON, 8TH FLOOR
HOUSTON, TEXAS 77002**

or fax to 713-755-2892.

If you have any questions about ACH Vendor Payment, contact the Harris County Auditor's Accounts Payable Department at 713-274-5668.

ACH VENDOR PAYMENT AUTHORIZATION AGREEMENT

PLEASE PRINT LEGIBLY

I authorize Harris County and the financial institution listed below to deposit my payment automatically into my account. If Harris County erroneously deposits funds into my account, I authorize Harris County to initiate the necessary debit entries, not to exceed the total of the original amount credited for the current payment. This authorization will remain in effect until Harris County has received written notification from me of its termination and Harris County has had reasonable opportunity to act on it. I understand that any rejects of deposits from my financial institution that are no fault of the Harris County Auditor's Office, terminates my ACH Vendor Payment Agreement.

SUBMIT a Voided Check or other Financial Institution Documentation with the Correct Account and Routing Numbers with this form.
NEW INFORMATION

Name of Payee / Company		Financial Institution Name	
Company Address		Financial Institution Address & Telephone	
Social Security or Taxpayer Number	Contact Telephone	Financial Institution Routing Number	
Email Address	Contact Fax	Account Number	Type of Account <input type="checkbox"/> Checking <input type="checkbox"/> Savings
_____ Print Name and Title of Authorized Official		_____ Authorized Signature	
		_____ Date	

IF REQUESTING CHANGES TO PAYMENT SETUP, COMPLETE TOP WITH NEW INFORMATION AND BELOW WITH OLD INFORMATION

OLD INFORMATION

Name of Payee / Company		Financial Institution Name	
Company Address		Financial Institution Address & Telephone	
Social Security or Taxpayer Number	Contact Telephone	Financial Institution Routing Number	
Email Address	Contact Fax	Account Number	Type of Account <input type="checkbox"/> Checking <input type="checkbox"/> Savings
_____ Print Name and Title of Authorized Official		_____ Authorized Signature	
		_____ Date	

TRY IT, YOU WILL LIKE IT



SAVE TIME AND STOP THE RUSHING AROUND TOWN



VENDOR EXPRESS PAYMENT PROGRAM



Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																																																													
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center; background-color: #f2f2f2;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="3" style="text-align: center;">-</td> <td colspan="4" style="text-align: center;">-</td> <td colspan="3"></td> </tr> </table> <p style="text-align: center; margin: 5px 0;">or</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center; background-color: #f2f2f2;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="3" style="text-align: center;">-</td> <td colspan="4" style="text-align: center;">-</td> <td colspan="3"></td> </tr> </table>	Social security number																				-			-							Employer identification number																				-			-						
Social security number																																																													
-			-																																																										
Employer identification number																																																													
-			-																																																										
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																													

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.





HARRIS COUNTY, TEXAS

BUDGET MANAGEMENT DEPARTMENT
Administration Building
1001 Preston, Suite 500
Houston, TX 77002
Office (713) 274-1100

CRF Reimbursement Request Form Small Cities Assistance Program

<u>Applicant Information</u>	
City Name:	
Address:	
Project contact name:	
Project contact title:	
Contact phone:	
Contact email:	
<u>Project Information</u>	
Date of expense: <i>Date range is acceptable</i>	
Does the Applicant have insurance coverage that could cover all or a portion of project expenses?	
Scope of Work	
<i>Please explain the purchase and provide relevant details to tie claimed costs or activities to CRF-eligible expenses. See page 6 for a list of eligible expenses.</i>	



HARRIS COUNTY, TEXAS

BUDGET MANAGEMENT DEPARTMENT

Administration Building
1001 Preston, Suite 500
Houston, TX 77002
Office (713) 274-1100

ITEMIZED EXPENSES FOR REQUESTED REIMBURSEMENT

Only include activities or materials the City has paid for and has proof of payment to support reimbursement. Please include the supporting documentation for each expense, see page 5 for a list of the necessary documentation.

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST

Total Expenses: _____



HARRIS COUNTY, TEXAS

BUDGET MANAGEMENT DEPARTMENT

Administration Building

1001 Preston, Suite 500

Houston, TX 77002

Office (713) 274-1100

Alternative Funding Sources or Donations		
Has the City received donations or grants from another source for COVID-19 relief?		
<i>If yes, please list all donations and alternative funding sources below. Please include all funding sources such as FEMA, funding from other counties, foundations, etc.</i>		
Funding Source	Description	Amount Received

Pending Funding Sources		
Are there any pending grant applications related to the specific COVID-19 relief expenses listed in this reimbursement request?		
Funding Source	Description	Pending Amount



HARRIS COUNTY, TEXAS

BUDGET MANAGEMENT DEPARTMENT

Administration Building

1001 Preston, Suite 500

Houston, TX 77002

Office (713) 274-1100

Duplication of Benefits Attestation

Harris County and any of its subrecipient shall not carry out any activities in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155).

- Subrecipient shall comply with all requirements pertaining to duplication of benefits, as well as the terms and conditions of the Duplication of Benefits Certification, including subrecipient’s obligation to promptly notify the County of any insurance proceeds or other disaster assistance received.
- Subrecipient shall be responsible for indicating whether any part of the expenses to be reimbursed have been covered by insurance, legal settlement, or any other emergency COVID-19 supplemental funding (whether state, federal or private in nature).

I, _____ certify that the costs claimed in this worksheet have not

Printed Contact Name

been and will not be reimbursed or funded by any other entity. There were no insurance proceeds applied to this project and none are anticipated. There are no donated resources or refunded payments claimed in these expenses. I understand that duplicate funding is prohibited.

Signature

Date



HARRIS COUNTY, TEXAS

BUDGET MANAGEMENT DEPARTMENT

Administration Building

1001 Preston, Suite 500

Houston, TX 77002

Office (713) 274-1100

Supporting Documentation

Documentation that must be submitted to receive reimbursement. Documentation will be emailed to harriscountySCAP@guidedhouse.com with this form. Applicant must maintain their own copies of documentation for five (5) years, after benefit is paid, for audit and compliance purposes.

Please note that additional documentation may be required based on contract type, level of invoice detail, or other factors.

- General Ledger and Budget Records:** Evidence of unbudgeted and/or COVID-19-related expense.
 - General ledger and subsidiary ledgers used to account for:
 - a) the receipt of Coronavirus Relief Fund payments
 - b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19
 - Budget records for 2019 and 2020
- Force Account Labor:** For COVID-19 emergency work performed by employees
 - Applicant insurance policies
 - Applicant labor policy and pay rates
 - Signed timesheets and activity logs
 - Unbudgeted emergency labor may be reimbursed for standard time and overtime
 - Budgeted emergency labor will be reimbursed for overtime only
 - Payroll records with personally identifiable information (PII) redacted
- Force Account Equipment:** Applicant-owned equipment costs for COVID-19 related activities
 - Applicant insurance policies
 - Equipment logs including usage records and operator records, if applicable
 - Cost of hourly usage
- Supplies and Materials:** Must be used for COVID-19 emergency care
 - Applicant insurance policies
 - Receipts or invoices
 - Quotes or contracts, as applicable
 - Endorsed checks or bank statements to serve as proof of payment
 - Record of pre-disaster inventory
- Contract Services and Leased Equipment:** Equipment leasing or work performed by a third party (with or without a contract)
 - Applicant insurance and procurement policies
 - Bid documentation, if applicable. *Example: bid advertisement, bid tabulation, cost analysis, contract, etc.*
 - Detailed invoices with line item cost breakdown
 - Endorsed checks or bank statements to serve as proof of payment
- Contracts and Agreements:** Documenting grants and COVID-19-related engagements with other entities
 - Contracts and subcontracts entered into using CRF funds for payment, including related contract materials, exhibits, or addenda
 - Grant agreements and subaward agreements entered into distributing CRF funds
 - Audit, report, and compliance materials from contracted entities
 - Audit, report, compliance and monitoring materials related to grant agreements



HARRIS COUNTY, TEXAS

BUDGET MANAGEMENT DEPARTMENT

Administration Building

1001 Preston, Suite 500

Houston, TX 77002

Office (713) 274-1100

Coronavirus Relief Fund and FEMA Eligibility List

Below is a list of the items that are eligible for reimbursement by CRF and/or FEMA PA. Please use the FEMA PA funds for relevant expenses when possible. Applying for FEMA PA is NOT a requirement but encouraged to help each city maximize funding opportunities.

Cost Category	Activity	Description	FEMA PA Eligible
Medical Expenses	Public medical facility expenses	COVID-19-related expenses of public hospitals, clinics, and similar facilities	Yes
	Establishing temporary facilities	Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs	Yes
	Testing	Costs of providing COVID-19 testing, including serological testing	Yes
	Emergency medical response	Emergency medical response expenses, including emergency medical transportation, related to COVID-19	Yes
Public Health Expenses	Communication and enforcement	Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19	Yes
	Medical supply acquisition and distribution	Expenses for acquisition and distribution of medical and protective supplies	Yes
	Disinfection of public areas	Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency	Yes
	Technical assistance	Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety	Yes
	Public safety measures	Expenses for public safety measures undertaken in response to COVID-19	Yes
	Quarantining	Expenses for quarantining individuals	Yes
Compliance Expenses	Maintaining prisons and jails	COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions	Yes
CRF ELIGIBLE ONLY – the following items cannot be reimbursed by FEMA			
Medical Expenses	Public telemedicine capabilities	Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment	No
Payroll Expenses	COVID Dedicated Payroll Expenses	Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID19 public health emergency	No



HARRIS COUNTY, TEXAS

BUDGET MANAGEMENT DEPARTMENT

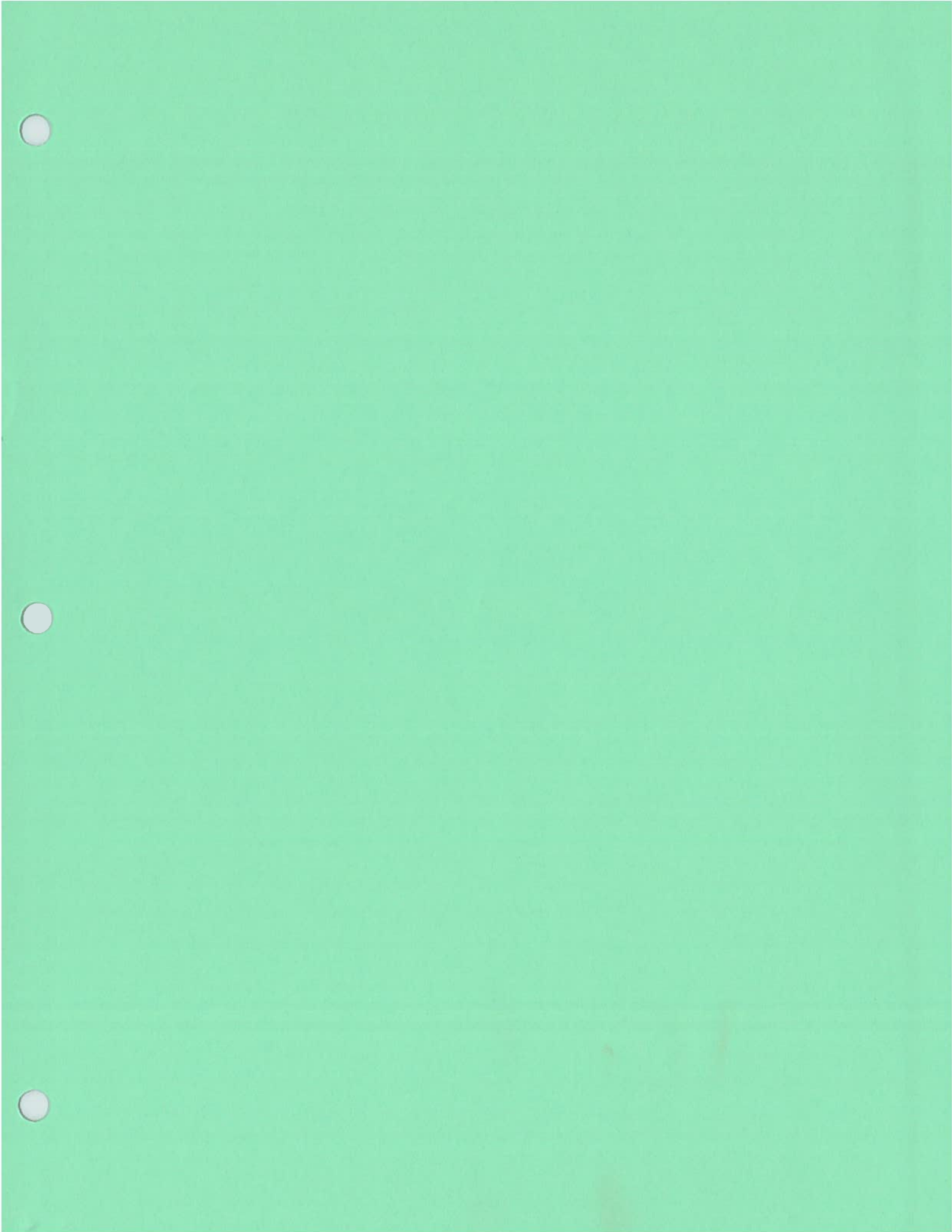
Administration Building

1001 Preston, Suite 500

Houston, TX 77002

Office (713) 274-1100

Compliance Expenses	Food delivery	Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions	No
	Distance learning	Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions	No
	Telework capability improvement	Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions	No
	Providing paid sick and medical leave	Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions	No
	Care of homeless populations	Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions	No
Economic Expenses	Provision of grants to small businesses	Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures	No
	Government payroll support program	Expenditures related to a State, territorial, local, or Tribal government payroll support program	No
	Unemployment insurance costs	Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise	No
Other COVID-19 Related Expenses	Other COVID-19 Related Expenses		No





Harris County CRF Disbursements for Small Cities



July 2020



Table of Content

Understanding the Coronavirus Relief Fund (CRF) 2

Harris County Small Cities Assistance Program Process 9

COVID-19 Funding Best Practices 16

Appendix 24

Understanding the Coronavirus Relief Fund

Understanding the Coronavirus Relief Fund

Below is an overview of the key information regarding the Coronavirus Relief Fund established by the CARES Act which appropriated \$150 billion to assist state and local governments address the economic impacts of the coronavirus.



What is the Coronavirus Relief Fund?

The COVID-19 pandemic is challenging State, County, and City governments to both meet their obligations to protect their citizens and to ensure economic recovery and long-term resiliency. The Coronavirus Relief Fund was established by the CARES Act which appropriated \$150 billion to address the economic impacts of the coronavirus.



COVID-19 Small Cities Assistance Program

While each situation is unique, Harris County faces considerable demands resulting from this outbreak. The County has established a program to provide appropriate reimbursement of Coronavirus Relief Funds (CRF) to the respective small cities within the county. The COVID-19 Small City Assistance Program's purpose is to provide financial assistance for cities with a population less than 500,000. Harris County has prepared a program that will allow cities to take advantage of funding of **up to \$55 per capita provided the city meets county requirements.**



Note: FEMA Public Assistance (PA) may provide additional funding for eligible costs. See the Appendix B for more details on these activities.

Small Cities Assistance Program Allocation Details



\$55 per capita is a funding cap for each city. Population is based on the 2018 census data*

01



Funds are received as a reimbursement of eligible expenses

02



If the city does not submit reimbursement requests from the County, they will not receive CRF dollars

03



If additional funds are needed, the County recommends using FEMA PA first to avoid duplication of benefits

04

Understanding the Coronavirus Relief Fund



Eligibility and Deadline

The CARES Act provides that payments from the Fund may only be used for costs that –

1. Are necessary expenditures incurred due to the public health emergency with respect to the COVID-19;
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

1

Necessary Expenditures

May include expenditures incurred to allow the State, territorial, local, or Tribal government to **address medical or public health needs or to respond to second-order effects of the emergency**, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

2

Not in the Most Recent Budget

The CARES Act requires that payments only cover costs not accounted for in the budget recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds.

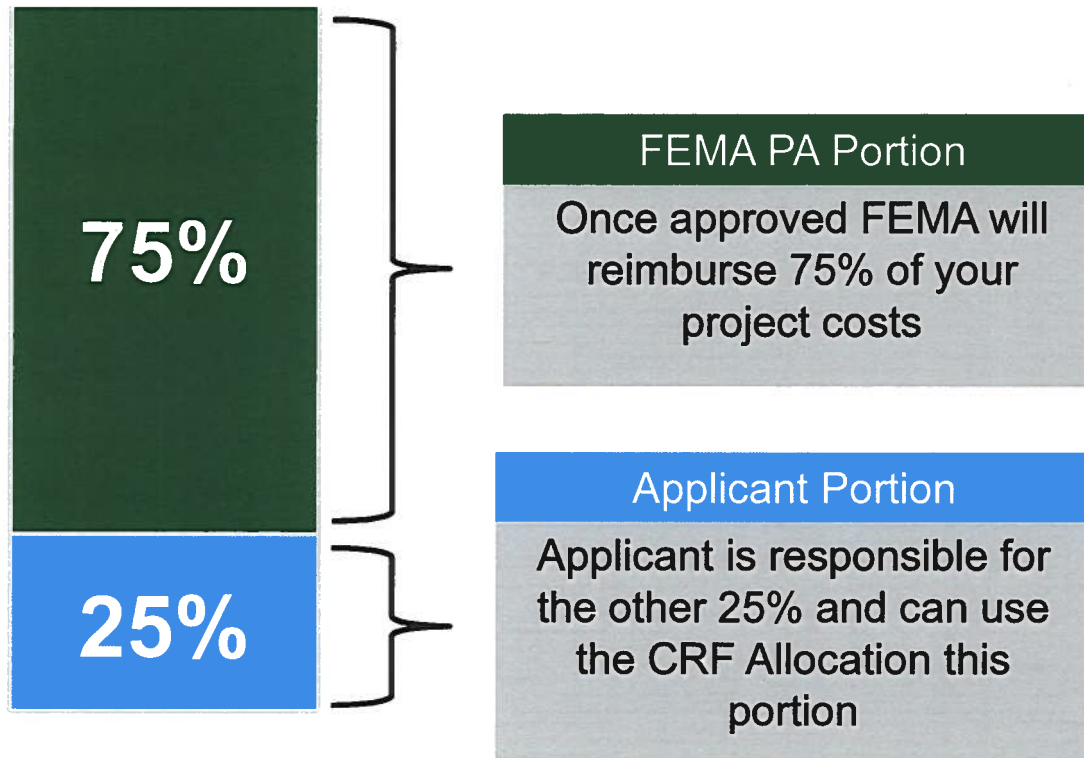
3

Incurred Between March and December 2020

A cost is “incurred” when the responsible agency has expended funds to cover the cost. Examples of *ineligible expenditures* include the State share of Medicaid, damages covered by insurance, payroll or benefits for employee whose duties are not substantially dedicated (no less than 75%) to mitigating or responding to the COVID-19 emergency.*

Using FEMA Public Assistance

FEMA will reimburse 75% of approved expenses and CRF funds can be used to cover the other 25% not covered by FEMA



When to Use FEMA Public Assistance

Reference the charts below to determine when to apply to FEMA PA for eligible reimbursements. CRF dollars can be used for the following expenses as well, however, to maximize funding subrecipients should use FEMA PA.

FEMA PA and CRF Eligible		
Cost Category	Activity	Description
Medical Expenses	Public medical facility expenses	COVID-19-related expenses of public hospitals, clinics, and similar facilities
	Establishing temporary facilities	Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs
	Testing	Costs of providing COVID-19 testing, including serological testing
	Emergency medical response	Emergency medical response expenses, including emergency medical transportation, related to COVID-19
Public Health Expenses	Communication and enforcement	Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19
	Medical supply acquisition and distribution	Expenses for acquisition and distribution of medical and protective supplies
	Disinfection of public areas	Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency
	Technical assistance	Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety
	Public safety measures	Expenses for public safety measures undertaken in response to COVID-19
	Quarantining	Expenses for quarantining individuals
Compliance Expenses	Maintaining prisons and jails	COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions

When to Use the Coronavirus Relief Fund

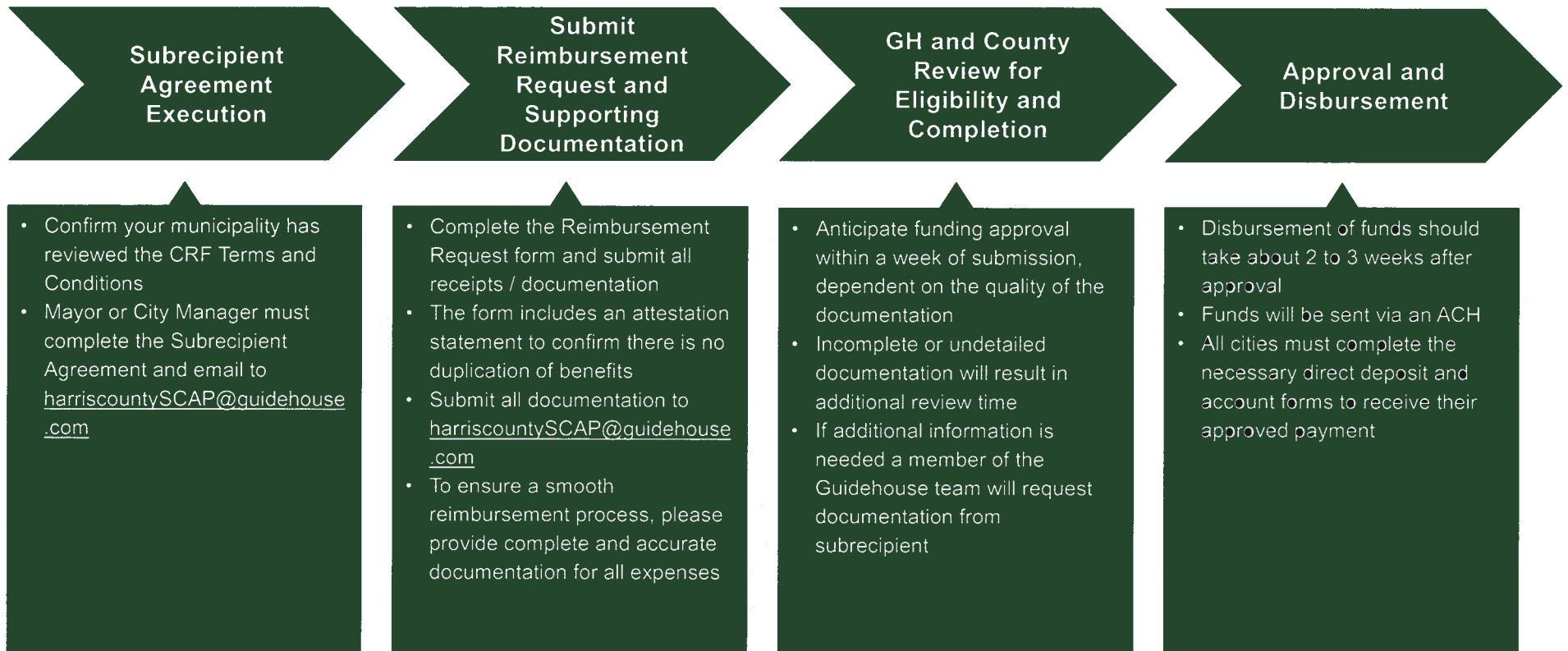
Reference the charts below to determine when to use the Coronavirus Relief Fund.

CRF Only Eligible		
Cost Category	Activity	Description
Medical Expenses	Public telemedicine capabilities	Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment
Payroll Expenses	COVID Dedicated Payroll Expenses	Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated (not less than 75%) to mitigating or responding to the COVID19 public health emergency
Compliance Expenses	Food delivery	Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions
	Distance learning	Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions
	Telework capability improvement	Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions
	Providing paid sick and medical leave	Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions
	Care of homeless populations	Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions
Economic Expenses	Provision of grants to small businesses	Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures
	Government payroll support program	Expenditures related to a State, territorial, local, or Tribal government payroll support program
	Unemployment insurance costs	Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise
Other COVID-19 Related Expenses	Other COVID-19 related expenses	

Harris County Small Cities Assistance Program Process

Small Cities Assistance Program

Below is an overview of the overall program for Harris County's disbursement of CRF dollars to the small cities



CRF Subrecipient Agreement

1

Keep in mind the CRF **cost eligibility rules** and record retention expectations. Review the CRF Terms and Conditions

2

The city manager or mayor will **read and sign this agreement** prior to funding disbursement

3

Send a signed copy of the SRA to the Harris County Small City Assistance Program at harriscountySCAP@guidehouse.com

4

SRA and other necessary form will be sent to the city's point of contact in a follow-up email



CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION¹

I, _____, am the Mayor or City Manager of _____ ("Municipality"), and I certify that:

1. I have the authority on behalf of Municipality to request grant payments from Harris County ("County") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the County will rely on this certification as a material representation in making grant payments to the Municipality.
3. I acknowledge that Municipality should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, Harris County, or designee.
5. I acknowledge that Municipality has an affirmative obligation to identify and report any duplication of benefits. I understand that the County has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if Municipality has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the Municipality's proposed uses of the funds provided as grant payments from the County by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for Municipality; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: _____

Signature: _____

Title: _____

Date: _____

¹ Per Texas Department of Emergency Management, dem.texas.gov, with modifications

Harris County Small Cities Assistance Reimbursement Request Form

This form will be completed for each bundle of related costs.

HARRIS COUNTY, TEXAS
BUDGET MANAGEMENT DEPARTMENT
 Administration Building
 5500 Preston, Suite 300
 Houston, TX 77056
 Office (713) 774-3300

Alternative Funding Sources or Donations

Has the City received donations or grants from another source for COVID-19 relief?

If yes, please list all donation and alternative funding sources below

Funding Source	Description	Amount Received

Pending Funding Sources

Are there any pending grant applications related to the specific COVID-19 relief expenses listed in this reimbursement request?

Funding Source	Description	Pending Amount

Alternative Funding Sources
 Applicants must list all alternative funding sources to ensure there are not duplication of benefits

HARRIS COUNTY, TEXAS
BUDGET MANAGEMENT DEPARTMENT
 Administration Building
 5500 Preston, Suite 300
 Houston, TX 77056
 Office (713) 774-3300

Duplication of Benefits Attestation

Harris County and any of its subrecipient shall not carry out any activities in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254, 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155)

- Subrecipient shall comply with all requirements pertaining to duplication of benefits, as well as the terms and conditions of the Duplication of Benefits Certification, including subrecipient's obligation to promptly notify the County of any insurance proceeds or other disaster assistance received
- Subrecipient shall be responsible for indicating whether any part of the expenses to be reimbursed have been covered by insurance, legal settlement, or any other emergency COVID-19 supplemental funding (whether state, federal or private in nature)

I, _____ certify that the costs claimed in this worksheet have not
Printed Recipient Name

been and will not be reimbursed or funded by any other entity. There were no insurance proceeds applied to this project and none are anticipated. There are no donated resources or refunded payments claimed in these expenses. I understand that duplicate funding is prohibited.

Duplication of Benefits Attestation
 Applicants must ensure there is no duplication of benefits prior to requesting CRF

Reimbursement Grouping by Topic

Keep in mind that a separate form should be submitted for each need or activity

- Reimbursement request **scope of work must fall under eligible expenses**
- Cities should **group similar activities or purchases** into separate reimbursement request forms
- Scope of work should serve as a narrative for the itemized list of expenses



Do This

Request 1: Eligible emergency labor and equipment may be grouped

Request 2: Eligible PPE purchases may be grouped



Not This

Request 1: PPE, overtime expenses related to COVID, and technology cost for work from home access on one request form

Required CRF Documentation

Below are examples of the information that may be requested based on your project and the cost type. Please note that additional documentation may be required based on contract type, level of invoice detail, or other factors. This is a preliminary list of basic required documentation needed to validate claimed expenses. Records must be maintained for at least five (5) years from payment of final benefit.

1

Force Account Labor

For COVID-19 emergency work performed by employees

- Signed timesheets and activity logs
- Payroll records (with personally identifiable information redacted)
- Applicable insurance policies
- Applicant labor policy

2

Force Account Equipment

Applicant-owned equipment costs for COVID-19 related activities

- Equipment logs including usage records and operator records, if applicable
- Applicable insurance policies

3

Supplies & Materials

Must be used for COVID-19 emergency care

- Receipts or invoices
- Quotes or contracts as applicable
- Endorsed checks or bank statements to serve as proof of payment
- Applicable insurance policies
- Record of pre-disaster inventory

Required CRF Documentation (continued)

4

Contract Services & Leased Equipment

Equipment leasing or work performed by a third party (with or without a contract)

- Detailed invoices with line item cost breakdown
- Bid documentation, if applicable (bid advertisement, bid tabulation, cost analysis, contract, etc.)
- Applicable insurance policies
- Procurement policy
- Endorsed checks or bank statements to serve as proof of payment

5

General Ledger and Budget Records

Evidence of unbudgeted and/or COVID-19-related expense

- General ledger and subsidiary ledgers used to account for:
 - Receipt of Coronavirus Relief Fund payments
 - Disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19
- Budget records for 2019 and 2020

6

Contracts and Agreements

Documenting grants and COVID-19-related engagements with other entities

- Contracts and subcontracts entered into using CRF funds for payment, including related contract materials, exhibits, or addenda
- Grant agreements and subaward agreements entered into distributing CRF funds
- Audit, report, and compliance materials from contracted entities
- Audit, report, compliance and monitoring materials related to grant agreements

COVID-19 Funding Best Practices

CRF Application Best Practices

A few things to keep in mind when submitting your CRF reimbursement requests



Ask Questions

When you are unsure if a purchase is eligible, please reach out first before purchase



Only Include Actual Expenses

Make sure to only submit things for actual expenses vs. projected or forecasted spend



Include any Supporting Invoices

Include the actual invoice for the expense submitted and any supporting details required to identify the cost associated



Exhaust Other Funding Sources

Exhaust other funding sources including FEMA before submitting requests



Provide a Detailed Justification

Include a detailed write up that justifies the need for the expense and the direct tie to the current Covid-19 pandemic

Avoiding Duplication of Benefits

As stated above, duplication of benefits is prohibited. It is important to remember the following when using Federal grant funds:

1

Funds may not duplicate assistance provided by the Department of Health & Human Services, the Centers for Disease Control and Prevention, or other funding sources

2

Funding from other federal agencies must be utilized first before seeking FEMA reimbursement (this includes insurance)

3

Donations for public assistance are generally considered a duplication of benefits but these funds may be applied towards the non-Federal cost share (25% not reimbursed by FEMA)

With multiple funding sources duplication may happen. Use these best practices to avoid duplication of benefits.



Understand all funding sources available



Document all funding received



Don't overspend if overpaid

Key Risk Areas to Avoid



Insufficient Documentation: A lack of adequate details or missing supporting documentation – can lead to a significant loss in eligible grant funding.



Unclear Accounting: With multiple funding sources potentially being made available, an eligible grant could be lost due to an inability to clearly articulate how different funding sources are utilized and that benefits are not duplicated.



Lack of Transparency: The lack of documentation and communication of operational decisions with relevant stakeholders at the State and Federal level could jeopardize the reputation of your organization and could also lead to the loss of eligible grant funding.

Want to Learn More About FEMA PA?

Get **free** support from the Texas A&M AgriLife Extension Service

- Please visit <https://texashelp.tamu.edu/> to see all the resources that Texas A&M AgriLife Extension Service can offer including a list of commonly asked questions and answers
- Send specific questions to caresact@ag.tamu.edu and you can expect a response within 72 hours of submission
- Contact the Program Director for Disaster Assessment and Recovery, Dr. Monty Dozier at Monty.Dozier@ag.tamu.edu
- Call the Rebuild Texas Hotline at (979) 458-6098 for additional help

Upcoming Webinars and Office Hours

Guidehouse will provide technical assistance for the Small Cities Assistance Program. For assistance with questions, join the office hours at anytime during the dates listed.

Upcoming Office Hours

Date	Time
Thursday, July 30 th	1:00 pm – 2:00 pm
Monday, August 3 rd	10:00 am – 11:00 am
Wednesday, August 5 th	10:00 am – 11:00 am
Tuesday, August 11 th	2:00 pm – 3:00 pm
Thursday, August 13 th	2:00 pm – 3:00 pm

Join via GoToMeeting

Link: <https://global.gotomeeting.com/join/991364909>

Phone Number: 571.317.3112,,991364909#

Guidehouse to host webinars to support city leaders with various topics, such as:

- Additional funding sources
- Avoiding duplication of benefits
- Closeout
- Others!

CRF Frequently Asked Questions

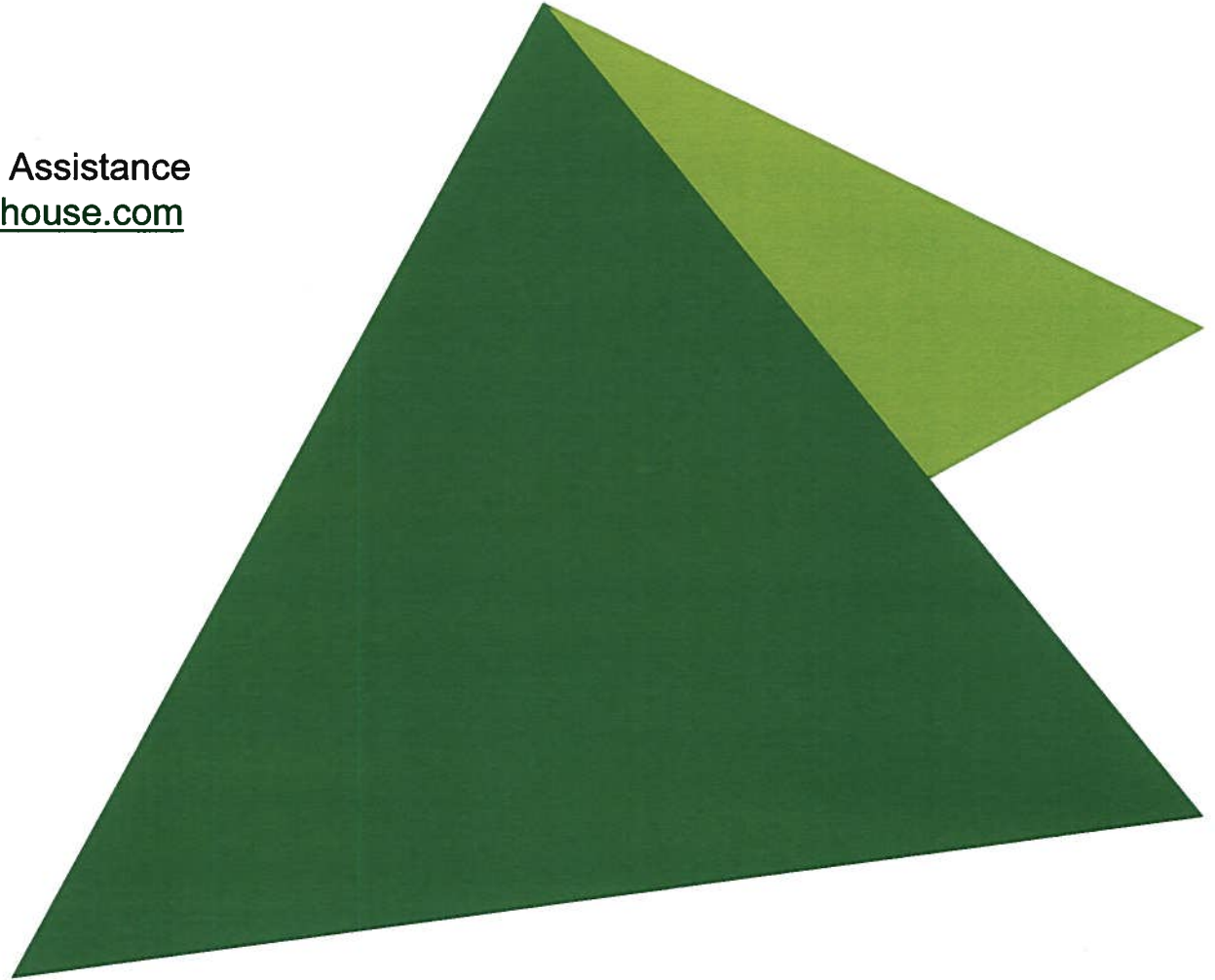
Please refer to these FAQs before contacting the County for additional technical support:

- ❑ *What's my municipality's total allocation? How were the CRF allocations determined?*
 - Each small city can receive up to \$55 per capita based on the 2018 Census population data. See the [Appendix A](#) for your cities allocation maximum.
- ❑ *How much funding was established for municipalities under the Harris County COVID-19 Funding Response Plan?*
 - Harris County has earmarked up to \$28.5M in support of municipal government response to COVID-19.
- ❑ *What is the anticipated timeline for reimbursement or receipt of funds?*
 - Harris County plans to reimburse municipalities within 2 to 3 weeks of approval.
- ❑ *What costs will be reimbursed under this application process?*
 - Provided there is no duplication of benefits with an existing Harris County program, the County will reimburse eligible municipalities for COVID-19-related expenditures consistent with Federal Treasury CRF Eligibility guidelines. The United States Treasury continues to refine its eligibility guidelines and FAQs applicable to the CRF; those guidelines and FAQs can be found here: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>. The Federal Treasury CRF Eligibility guidelines are subject to review and revision and should be periodically reviewed by the municipal applicant for compliance.
- ❑ *If only some expenses submitted are deemed eligible, is partial funding available, or will the request be denied in full?*
 - If a request includes ineligible expenses a Guidehouse representative will reach out and ask that the request form is updated to reflect only eligible costs before funds will be disbursed.
- ❑ *Will our funding usage be audited?*
 - All recipients are subject to audit and additional documentation must be provided upon request. Harris County reserves the right to conduct an audit of Suburban Municipality CRF reimbursements for consistency with U.S. Department of the Treasury Guidelines (found here: [Federal Treasury Site with CRF Guidance](#)).

Contact

Send questions about the Small Cities Assistance Program to harriscountySCAP@guidehouse.com

Guidehouse Point of Contact
Ashanta Douglas
adouglas@guidehouse.com



©2020 Guidehouse Inc. All rights reserved. This content is for general information purposes only, and should not be used as a substitute for consultation with professional advisors.

Appendix

Table of Content

Appendix A: Allocation Maximums by City 26

.....
Appendix B: When to Use FEMA Public Assistance 27

.....
Appendix C: Details on CRF Eligible Costs 28

.....
Appendix D: CRF & Payroll 31

.....
Appendix E: Documentation Best Practices 34

.....
Appendix F: Common Acronyms and Terms 36

Appendix A: Allocation Maximums by City

\$55 per Capita

City	2018 Census Population Data	Allocation Ceiling
Baytown	72,879	\$4,008,345
Bellaire	18,966	\$1,043,130
Bunker Hill Village	3,982	\$219,010
Deer Park	33,931	\$1,866,205
El Lago	2,727	\$149,985
Friendswood	11,575	\$636,625
Galena Park	10,931	\$601,205
Hedwig Village	2,669	\$146,795
Hilshire Village	819	\$45,045
Humble	16,041	\$882,255
Hunters Creek Village	4,891	\$269,005
Jacinto City	10,625	\$584,375
Jersey Village	7,962	\$437,910
Katy	15,251	\$838,805
La Porte	35,423	\$1,948,265
League City	1,984	\$109,120
Missouri City	6,273	\$345,015
Morgan's Point	345	\$18,975
Nassau Bay	4,037	\$222,035
Pasadena	153,219	\$8,427,045

City	2018 Census Population Data	Allocation Ceiling
Pearland	5,237	\$288,035
Piney Point Village	3,449	\$189,695
Seabrook	14,291	\$786,005
Shoreacres	1,611	\$88,605
South Houston	17,583	\$967,065
Southside Place	1,881	\$103,455
Spring Valley Village	4,333	\$238,315
Stafford	309	\$16,995
Taylor Lake Village	3,625	\$199,375
The Woodlands	13,000*	\$715,000
Tomball	11,761	\$646,855
Waller	600	\$33,000
Webster	11,201	\$616,055
West University Place	15,676	\$862,180
Total	519,087	\$28,549,785

Appendix B: When to Use FEMA Public Assistance (continued)

These are the four categories of reimbursable costs for DR-4485 with examples of the types of the items and activities that fall into each cost type.

Cost Type	Force Account Labor	Force Account Equipment	Supplies & Materials	Contract Services or Leased Equipment
Definition	For COVID-19 emergency work performed by employees	Applicant-owned equipment costs for COVID-19 related activities	Must be used for COVID-19 emergency care	Equipment leasing or work performed by a third party (with or without a contract)
Example	Unbudgeted ICU staff, additional emergency response workers	Usage costs of ventilators for COVID-19 patients	N95 respirators, testing kits	Unbudgeted third party sanitation services

Appendix C: Details on CRF Eligible Costs

The CARES Act provides that payments from the Fund may only be used for costs that –

1

Are necessary expenditures incurred due to the public health emergency with respect to the COVID-19;

Eligible	Ineligible
<ul style="list-style-type: none"> • The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. • May include expenditures incurred to allow the State, territorial, local, or Tribal government to address medical or public health needs or to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures. • Must be necessary meaning the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending the Fund payments 	<ul style="list-style-type: none"> • Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under statute



Appendix C: Details on CRF Eligible Costs (continued)

The CARES Act provides that payments from the Fund may only be used for costs that –

2

Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government;

Eligible	Ineligible
<ul style="list-style-type: none">The CARES Act requires that payments only cover costs not accounted for in the budget recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds.	<ul style="list-style-type: none">Any budgetary adjustments or supplemental appropriations made in response to the COVID-19 public health emergency will be ineligible.

Appendix C: Details on CRF Eligible Costs (continued)

The CARES Act provides that payments from the Fund may only be used for costs that –

3 Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020	
Eligible	Ineligible
<ul style="list-style-type: none"> • Eligible costs incurred during this time include: <ul style="list-style-type: none"> ○ Medical expenses ○ Public health expenses ○ Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated (suggested a minimum of 75%) to mitigating or responding to the COVID-19 public health emergency ○ Expenses of actions to facilitate compliance with COVID-19 related public health measures ○ Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency ○ Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund’s eligibility criteria 	<ul style="list-style-type: none"> • Examples of ineligible expenditures include: <ul style="list-style-type: none"> ○ The State share of Medicaid ○ Damages covered by insurance ○ Payroll or benefits for an employee whose duties are not substantially dedicated to mitigating or responding to the COVID-19 emergency ○ Legal settlements ○ Severance pay ○ Workforce bonuses other than hazard pay or overtime ○ Reimbursement to donors for donated items or services ○ Expenses that have been or will be reimbursed under any federal programs

Appendix D: CRF & Payroll

Eligible payroll expenses

- For **public safety, public health, health care, human services, and similar employees** whose services are substantially dedicated to mitigating or responding to the COVID19 public health emergency.
 - Straight time is eligible between March 23rd and June 1st
 - Documentation noting how roles were substantially dedicated to COVID-19 must be submitted in the application – activity logs or notated timesheets
 - For budgeted staff that have been diverted to substantially different functions, documentation noting the substantially different work must be submitted in the application (see next slide)
 - **Examples of substantially different functions in the CRF guidance:**
 - Costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures
 - Costs of redeploying police to support management and enforcement of stay-at-home orders
 - Costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities
- Note:** A public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.
- Hazard pay means additional pay for **performing hazardous duty or work involving physical hardship**, in each case that is related to COVID-19.
 - Payments from the fund **cannot be used to cover hazard pay for employees across-the-board**
 - Similarly, workforce bonuses, other than hazard pay or overtime, are deemed ineligible expenses.

Appendix D: CRF & Payroll (continued)

Data required to be captured for budgeted employees diverted to substantially different functions

1 Employee Number

Can be used to tie out to payroll register, used to pull the employee name, department, and salary/hourly designation.

2 Date

Labor tracking should be daily and not a cumulative view, used to: Determine the allocation of assignment type and time type by pay period. Determine reclassification of payroll expense to funds, as applicable.

3 Number of Hours

The hours captured by the employee that represent specific activities related to COVID-19 and should not exceed the employees time either per day or pay period

4 Assignment Type

Classification of time spent during the pay period to assist in evaluation of time spent on COVID-19 related activities (e.g., regular, reassignment, backfill, etc.)

5 Time Type

Regular or Overtime, to further classify labor hours captured for COVID-19

6 Notable Activities

An area for the employee to document the additional details regarding how the time applies to COVID-19 and the substantially different function.

Appendix D: CRF & Payroll

Write clear and detailed comments for the notable activities

Not Clear Enough

- “Supported applicant.”
- “Worked on project files.”
- “Talked with team, reported to applicant, followed up.”
- “Built deck and facilitated discussion with applicants.”
- “Delivered food to senior citizens.”
- “Setup testing equipment.”

Acceptable

- “I conducted X activities when establishing a testing site at X location.”
- “I attended investigator training hosted by the X COVID19 response team to be given access to and trained in the Michigan Disease Surveillance System (MDSS) and Outbreak Management System (OMS). Training’s purpose was to orient investigators to both systems and the specific details of characteristics of the COVID-19 response.”
- “Site inspection at X for temporary shelter of homeless people with COVID-19.”
- “I facilitated a discussion with representatives from X Departments on documentation and eligibility requirements for Y grant.”

Appendix E: Documentation Best Practices

In-House

Labor



Leading Practices

- Verify that employee labor policies include a reference to the type of work that allows overtime. Differentiate overtime differences between exempt and non-exempt employees.
- Set up crisis specific timekeeping code.
- Track number of hours by date, employee ID, and standard vs. overtime hours, location of work performed.
- Document description of tasks completed to support labor time and justify activities are above and beyond standard operations.

Example Scenarios

- Healthcare professionals and support staff are working above standard hours to address the increase in patient volume.
- In-house janitorial staff are working above standard hours to maintain acceptable cleaning standards for the current environment.

Inventory



Leading Practices

- Quantify existing stock ("status quo") with material/equipment details and unit costs.
- Maintain logs of materials pulled from system inventory/stock.

Example Scenarios

- Disinfection of facilities.
- Departments preemptively order materials and medical devices to add to inventory to ensure supplies are readily available in the event intake increases.

Appendix E: Documentation Best Practices

Third Party

Contracts, Materials, Equipment



Leading Practices

- Document exigency/emergency procurement needs and retain in project files.
- Ensure formal procurement processes are on file for the organization to follow. Follow formal and proper procurement processes whenever possible and consider federal acquisition rules.
- Issue separate purchase orders using a specific code when leveraging pre-existing contracts.
- Require vendors provide details on invoices and change orders (quantities of services provided, unit costs, location of services performed, date of work performed, job reports/logs).
- If applicable, ensure intergovernmental agreements are executed, when coordinating donated resources (labor and materials).
- Avoid cost-plus contracts and include not to exceed values on T&M contracts.

Example Scenarios

- Large orders for additional masks and respirators are sourced.
- Cleaning companies are hired to conduct necessary additional disinfecting of facilities.
- Temporary medical facilities and/or enhanced medical/hospital capacity to provide services.
- Generators are rented to power temporary facilities/field operations/testing sites.

Appendix F: Common Acronyms and Terms

CRF	Coronavirus Relief Fund
FEMA	Federal Emergency Management Agency
PA	Public Assistance Program
PNP	Private Non-profit
RPA	Request for Public Assistance
PW	Project Worksheet
Cat B	Category B Project Worksheet for “Emergency Protective Measures”
PAPPG	Public Assistance Program and Policy Guide
PDMG	Program Delivery Manager
Grantee	State (sometimes tribal) government to which grant is awarded
Subrecipient	Applicant for funding, such as a county, state agency, or nonprofit





**DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent**

VENDOR INFORMATION			
Company Name:			
Contact Person:			
Address:	<i>Address:</i>		
	<i>City:</i>	<i>State:</i>	<i>Zip Code:</i>
Phone Number:		Fax Number:	
Email Address:			
Federal Tax ID or Social Security No.			
Have you conducted business before with Harris County	<input type="checkbox"/> Yes <input type="checkbox"/> No. If YES, under what name:		
Are you a HUB Certified Vendor? <input type="checkbox"/> Yes <input type="checkbox"/> No ➤ Please complete information requested below and fax this form with a copy of your SBE and/or HUB Certificates and Form W-9 (if applicable) to the Harris County Purchasing Department (713) 755-6695.			
Certifying Source:	<input type="checkbox"/> City	<input type="checkbox"/> Federal	<input type="checkbox"/> State <input type="checkbox"/> Other
Certificate Number:		Name of Certifying Entity:	
Beginning Date:		Expiration Date:	
Please check all applicable categories:			
<input type="checkbox"/> Small Business Enterprise (SBE)			
HUB:			
<input type="checkbox"/> Minority Business Enterprise (MBE)		<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	
<input type="checkbox"/> Women Business Enterprise (WBE)		<input type="checkbox"/> Persons with Disabilities Business Enterprise (PDBE)	
FOR PURCHASING USE ONLY			
Buyer Name:		Phone Number:	
		Date:	
Purpose:			
<input type="checkbox"/> New Vendor		<input type="checkbox"/> Update Information Vendor #: _____	
Verification of the following attached:			
<input type="checkbox"/> EPLS	<input type="checkbox"/> Harris County Tax Office	<input type="checkbox"/> OIG	

**DECLARATION OF LOCAL STATE OF EMERGENCY
FOR THE CITY OF PINEY POINT VILLAGE, TEXAS**

WHEREAS, January 30, 2020, the World Health Organization Director General declared the out break of COVID-19 as a Public Health Emergency of International Concern and advised countries to prepare for the containment, including active surveillance, early detection, isolation and case management, contract tracing and prevention of onward spread of the disease;

WHEREAS, on January 31, 2020, the U.S. Health and Human Services Secretary declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19;

WHEREAS, on January 31, 2020, the U.S. Health and Human Services Secretary declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19;

WHEREAS, to date, certain persons in the region that includes the City Piney Point Village have tested positive for the virus and it is anticipated that the number of persons diagnosed with the virus is likely to increase, as testing for the virus continues;

WHEREAS, on March 11, 2020, the County Judge of Harris County and the Mayor of the City of Houston both declared local states of disaster due to this same public health emergency;

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a state of disaster for all counties in Texas;

WHEREAS, as Mayor of the City of Piney Point Village, I am the presiding officer of the City Council, which is the governing body of the City, and have authority, under Section 418.108 of the Texas Government Code, to declare a local state of disaster; and

WHEREAS, I have determined that a state of disaster has existed within the boundaries of the City of Piney Point Village since March 13, 2020 and continues to exist at this time because of the risks to public health and safety presented by the COVID-19 pandemic;

NOW THEREFORE, I make and enter the following Order.

Section 1. I find and declare that a local state of disaster, as defined in Section 418.004 of the Texas Government Code, has existed within the City since March 13, 2020 and continues to exist within the City.

Section 2. This Order and my declaration of a local state of disaster shall remain in full force and effect for seven days, unless continued or renewed with the consent of the City Council pursuant to Section 418.108 (b) of the Texas Government Code.

Section 3. I hereby direct City staff to take steps to notify the public of this order and see that it is given prompt and general publicity and to see that the City Secretary promptly files the original of this Order in the City's official records.

Section 4. This Order activates the City's emergency management plan as provided in Section 418.108 (d) of the Texas Government Code.

Section 5. This order shall take effect immediately.

ORDERED this the _____ day of November, 2020.

Mark Kobelan
Mayor

ATTEST:

Karen Farris
City Secretary

RESOLUTION NO. 2020.11.3

A RESOLUTION OF THE CITY OF PINEY POINT VILLAGE, TEXAS, FINDING THAT A DECLARED STATE OF DISASTER HAS EXISTED IN THE CITY OF PINEY POINT VILLAGE SINCE MARCH 13, 2020; GRANTING THE CITY COUNCIL'S CONSENT TO AN EXTENSION OF THE MAYOR'S ORDER DECLARING THE EXISTANCE OF A LOCAL STATE OF DISASTER IN THE CITY; CONTAINING FINDINGS; AND MAKING OTHER PROVISIONS REALTED TO THE SUBJECT.

WHEREAS, the Governor of the State of Texas issued a disaster proclamation on March 13, 2020, certifying that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas;

WHEREAS, the Governor has issued monthly proclamations renewing the disaster for all Texas counties;

WHEREAS; on November 6th, 2020, the Governor issued a proclamation extending the declaration of disaster for all Texas Counties;

WHEREAS; under the terms of the Governor's proclamations a declared state of emergency exists in the City of Piney Point Village, Texas, which is located entirely in Harris County, Texas;

WHEREAS; the Mayor of Piney Point Village, Texas, has issued an order declaring that a local state of disaster exists within the City because of the COVID-19 pandemic and the presence of infected individuals in the region that includes the City;

WHEREAS; the Mayor has extended the order on prior occasions and the City Council has consented to those extensions;

WHEREAS; the Mayor has determined that it is necessary and advisable to renew his order declaring a local state of disaster and to provide that his order shall remain effective for so long as the Governor's declaration of disaster remains in effect for all counties in Texas

WHEREAS; Section 418.108 of the Texas Government Code requires the consent of the City Council to any extension of an order declaring a local state of disaster beyond the initial seven days;

WHEREAS; the City Council is of the opinion that the Mayor's order should be extended for so long as the Governor's declaration of disaster remains in effect for all counties in Texas.

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

Section 1. The City Council finds that a declared state of disaster has existed since March 13, 2020, under the proclamations issued by the Governor of Texas;

Section 2. The City Council hereby grants its consent to the extension of the Mayor's order, declaring that a local state of disaster exists in the City, for so long as the Governor's declaration of disaster remains in effect for all counties in Texas.

Section 3. This Resolution shall take effect immediately.

PASSED, APPROVED and ADOPTED this the _____ day of November, 2020.

Mark Kobelan

ATTEST:

Karen Farris
City Secretary

TO: The Members of the City Council

FROM: David Olson, City Attorney

MEETING DATE: November 23, 2020

SUBJECT: Options for the replat of a non-conforming lot

Agenda Item: 11

Discussion item for the City Attorney and the Members of the City Council

TO: Members of the City Council

FROM: Mark Kobelan, Mayor


MEETING DATE: November 23, 2020

SUBJECT: Mayor's Report

Agenda Item: 12

- Memorial Drive Landscaping

TO: The Honorable Mayor and Members of the City Council

FROM: Roger Nelson, City Administrator 

MEETING DATE: November 23, 2020

SUBJECT: City Administrator's Report

Agenda Item: 13

- October 2020 Financials

CITY OF PINEY POINT VILLAGE
 YEAR TO DATE BALANCE SHEET (UNAUDITED)
 AS OF: OCTOBER 31ST, 2020

10 -GENERAL FUND

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
ASSETS					
10-1100	Claim on Cash	2,697,527.43	632,994.46	(12,304.60)	2,685,222.83
10-1101	Cash- GF Texpool	1,797,554.53	35,165.37	(1,537,932.64)	259,621.89
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	(999,654.04)	(1,459,358.97)	2,266,266.42
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
	TOTAL ASSETS	12,646,196.58	(331,494.21)	(3,009,596.21)	9,636,600.37
LIABILITIES					
10-2001	Accounts Payable	412,242.41	(260,220.36)	(409,487.81)	2,754.60
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)	(372.30)	(8,435.84)	(12,283.74)
10-2062	TMRS Payable	15.28	(2,094.10)	(7,562.39)	(7,547.11)
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	2,586.85	14,637.84	14,637.84
10-2107	Due To OMNI Base	3,441.81	60.00	492.81	3,934.62
10-2108	RESTITUTION	(270.00)	0.00	0.00	(270.00)
10-2110	Bond Payable - FAST	4,386.05	(564.00)	2,323.00	6,709.05
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	0.48	14.85	330.19
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	0.00	(4,000.00)	151,485.00
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: OCTOBER 31ST, 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	8,969.79	(1,369,450.84)	4,228,970.21
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	(251,633.64)	(3,517,573.25)	2,852,581.98
<u>FUND EQUITY</u>					
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	283,853.23	8,148,049.34	8,148,049.34
	TOTAL EXPENSES	0.00	363,713.80	7,640,072.30	7,640,072.30
	INCREASE/(DECREASE) IN FUND BAL.	0.00	(79,860.57)	507,977.04	507,977.04
	TOTAL LIABILITIES, EQUITY & FUND BAL.	12,646,196.58	(331,494.21)	(3,009,596.21)	9,636,600.37
		=====	=====	=====	=====

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

10 -GENERAL FUND
 FINANCIAL SUMMARY

83.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
TAXES	5,839,546.00	43,054.44	7,171,110.77	122.80 (	1,331,564.77)
PERMITS & INSPECTIONS	368,000.00	49,204.56	323,486.14	87.90	44,513.86
COURT	150,000.00	8,700.76	62,420.65	41.61	87,579.35
INVESTMENT INCOME	150,000.00	378.65	33,779.89	22.52	116,220.11
AGENCIES & ALARMS	30,000.00	150.00	28,748.44	95.83	1,251.56
FRANCHISE REVENUE	397,000.00	46,364.82	323,831.52	81.57	73,168.48
DONATIONS & IN LIEU	170,500.00	136,000.00	204,671.93	120.04 (	34,171.93)
TOTAL REVENUES	7,105,046.00	283,853.23	8,148,049.34	114.68 (	1,043,003.34)
<u>EXPENDITURE SUMMARY</u>					
<u>PUBLIC SERVICE</u>					
COMMUNITY	10,000.00	0.00	3,900.00	39.00	6,100.00
POLICE	1,949,987.00	162,498.00	1,702,898.00	87.33	247,089.00
MISCELLANEOUS	0.00	0.00	1,837.45	0.00 (	1,837.45)
SANITATION COLLECTION	570,000.00	0.00	434,348.47	76.20	135,651.53
LIBRARY	1,500.00	1,500.00	1,500.00	100.00	0.00
STREET LIGHTING	12,000.00	822.55	8,803.90	73.37	3,196.10
FIRE	1,520,349.00	140,445.73	1,474,680.16	97.00	45,668.84
TOTAL PUBLIC SERVICE	4,063,836.00	305,266.28	3,627,967.98	89.27	435,868.02
<u>CONTRACT SERVICES</u>					
CONTRACT SERVICES	438,000.00	163.11	320,122.81	73.09	117,877.19
TOTAL CONTRACT SERVICES	438,000.00	163.11	320,122.81	73.09	117,877.19
<u>BUILDING</u>					
CONTRACT SERVICES	0.00	0.00	0.00	0.00	0.00
BUILDING SERVICES	125,500.00	0.00	185,246.07	147.61 (	59,746.07)
ADMIN EXPENSE	1,800.00	0.00	845.51	46.97	954.49
OFFICE EXPENSE	0.00	0.00	739.09	0.00 (	739.09)
WAGES & BENEFITS	0.00	0.00	0.00	0.00	0.00
INSURANCE	0.00	0.00	4,767.88	0.00 (	4,767.88)
TOTAL BUILDING	127,300.00	0.00	191,598.55	150.51 (	64,298.55)
<u>GENERAL GOVERNMENT</u>					
CONTRACT SERVICES	0.00	15.98	12,135.80	0.00 (	12,135.80)
ADMIN EXPENSE	38,900.00	764.13	20,197.81	51.92	18,702.19
OFFICE EXPENSE	155,000.00	11,299.88	130,959.40	84.49	24,040.60
WAGES & BENEFITS	601,474.00	46,241.91	506,854.91	84.27	94,619.09
INSURANCE	87,508.00	0.00	27,667.81	31.62	59,840.19
TOTAL GENERAL GOVERNMENT	882,882.00	58,321.90	697,815.73	79.04	185,066.27

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

10 -GENERAL FUND
 FINANCIAL SUMMARY

83.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>MUNICIPAL COURT</u>					
CONTRACT SERVICES	0.00	0.00	107.17	0.00 (	107.17)
ADMIN EXPENSE	0.00	0.00	998.78	0.00 (	998.78)
OFFICE EXPENSE	0.00	0.00	565.08	0.00 (	565.08)
WAGES & BENEFITS	0.00	0.00	0.00	0.00	0.00
INSURANCE	0.00 (	234.11)	9,187.03	0.00 (	9,187.03)
COURT OPERATIONS	28,550.00	155.31	15,904.13	55.71	12,645.87
TOTAL MUNICIPAL COURT	28,550.00 (	78.80)	26,762.19	93.74	1,787.81
<u>PUBLIC WORKS MAINTENANCE</u>					
CONTRACT SERVICES	0.00	0.00	0.00	0.00	0.00
ADMIN EXPENSE	0.00	5.38	9,781.71	0.00 (	9,781.71)
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	0.00	7,858.46	0.00 (	7,858.46)
PUBLIC WORKS OPERATIONS	352,500.00	35.93	218,610.81	62.02	133,889.19
TOTAL PUBLIC WORKS MAINTENANCE	352,500.00	41.31	236,779.77	67.17	115,720.23
<u>GOF CAPITAL OUTLAYS</u>					
OTHER EXPENSES	3,213,722.00	0.00	2,539,025.27	79.01	674,696.73
TOTAL GOF CAPITAL OUTLAYS	<u>3,213,722.00</u>	<u>0.00</u>	<u>2,539,025.27</u>	<u>79.01</u>	<u>674,696.73</u>
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
=====					
REVENUES OVER/(UNDER) EXPENDITURES	(2,001,744.00)	(79,860.57)	507,977.04	(	2,509,721.04)

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

10 -GENERAL FUND

83.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>TAXES</u>					
10-4101 Property Tax Revenue	5,639,546.00	26,168.43	6,954,015.53	123.31 (	1,314,469.53)
10-4150 Sales Tax	200,000.00	16,886.01	217,095.24	108.55 (	17,095.24)
TOTAL TAXES	5,839,546.00	43,054.44	7,171,110.77	122.80 (	1,331,564.77)
<u>PERMITS & INSPECTIONS</u>					
10-4203 Plat Reviews	3,500.00	5,100.00	10,850.00	310.00 (	7,350.00)
10-4204 Code Enforcement Citations	1,000.00	0.00	0.00	0.00	1,000.00
10-4205 Contractor Registration	12,000.00	780.00	8,520.00	71.00	3,480.00
10-4206 Drainage Reviews	50,000.00	8,250.00	41,100.00	82.20	8,900.00
10-4207 Permits	300,000.00	35,074.56	261,766.14	87.26	38,233.86
10-4208 Board of Adjustment Fees	1,500.00	0.00	1,250.00	83.33	250.00
TOTAL PERMITS & INSPECTIONS	368,000.00	49,204.56	323,486.14	87.90	44,513.86
<u>COURT</u>					
10-4300 Court Fines	150,000.00	8,700.76	62,420.65	41.61	87,579.35
TOTAL COURT	150,000.00	8,700.76	62,420.65	41.61	87,579.35
<u>INVESTMENT INCOME</u>					
10-4400 Interest Income	150,000.00	378.65	33,779.89	22.52	116,220.11
TOTAL INVESTMENT INCOME	150,000.00	378.65	33,779.89	22.52	116,220.11
<u>AGENCIES & 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	150.00	28,350.00	94.50	1,650.00
10-4520 FEMA - State Reimbursement	0.00	0.00	0.00	0.00	0.00
TOTAL AGENCIES & ALARMS	30,000.00	150.00	28,748.44	95.83	1,251.56
<u>FRANCHISE REVENUE</u>					
10-4602 Cable	75,000.00	0.00	57,838.03	77.12	17,161.97
10-4605 Power/Electric	272,000.00	45,397.70	252,084.16	92.68	19,915.84
10-4606 Franchise Fees-Gas	15,000.00	0.00	0.00	0.00	15,000.00
10-4607 Telephone	35,000.00	967.12	13,531.78	38.66	21,468.22
10-4608 Wireless Communication	0.00	0.00	377.55	0.00 (	377.55)
TOTAL FRANCHISE REVENUE	397,000.00	46,364.82	323,831.52	81.57	73,168.48
<u>DONATIONS & IN LIEU</u>					
10-4702 Kinkaid School	34,000.00	0.00	0.00	0.00	34,000.00
10-4703 Metro Congested Mitigation	136,000.00	136,000.00	136,000.00	100.00	0.00
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	68,671.93	3,734.39 (	68,171.93)
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	136,000.00	204,671.93	120.04 (	34,171.93)

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

10 -GENERAL FUND

83.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL REVENUES	7,105,046.00	283,853.23	8,148,049.34	114.68 (	1,043,003.34)

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

10 -GENERAL FUND

83.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PUBLIC SERVICE</u>					
=====					
<u>COMMUNITY</u>					
10-510-5001 Community Celebrations	10,000.00	0.00	3,900.00	39.00	6,100.00
TOTAL COMMUNITY	10,000.00	0.00	3,900.00	39.00	6,100.00
<u>POLICE</u>					
10-510-5010 MEMORIAL VILLAGE POLICE DEPT	1,949,987.00	158,665.00	1,660,731.00	85.17	289,256.00
10-510-5011 MVPD - AUTO REPLACEMENT	0.00	3,833.00	42,167.00	0.00	(42,167.00)
TOTAL POLICE	1,949,987.00	162,498.00	1,702,898.00	87.33	247,089.00
<u>MISCELLANEOUS</u>					
10-510-5020 Miscellaneous	0.00	0.00	1,837.45	0.00	(1,837.45)
TOTAL MISCELLANEOUS	0.00	0.00	1,837.45	0.00	(1,837.45)
<u>SANITATION COLLECTION</u>					
10-510-5030 SANITATION COLLECTION	570,000.00	0.00	425,843.45	74.71	144,156.55
10-510-5031 SANITATION FUEL CHARGE	0.00	0.00	8,505.02	0.00	(8,505.02)
TOTAL SANITATION COLLECTION	570,000.00	0.00	434,348.47	76.20	135,651.53
<u>LIBRARY</u>					
10-510-5040 Spring Branch Library	1,500.00	1,500.00	1,500.00	100.00	0.00
TOTAL LIBRARY	1,500.00	1,500.00	1,500.00	100.00	0.00
<u>STREET LIGHTING</u>					
10-510-5050 Street Lighting	12,000.00	822.55	8,803.90	73.37	3,196.10
TOTAL STREET LIGHTING	12,000.00	822.55	8,803.90	73.37	3,196.10
<u>FIRE</u>					
10-510-5060 Villages Fire Department	1,520,349.00	140,445.73	1,474,680.16	97.00	45,668.84
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	1,474,680.16	97.00	45,668.84
TOTAL PUBLIC SERVICE	4,063,836.00	305,266.28	3,627,967.98	89.27	435,868.02
<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	0.00	143,589.31	95.73	6,410.69
10-520-5104 Legal	90,000.00	0.00	31,798.47	35.33	58,201.53
10-520-5105 Tax Appraisal-HCAD	60,000.00	0.00	46,119.00	76.87	13,881.00
10-520-5107 Animal Control	44,000.00	0.00	1,834.67	4.17	42,165.33
10-520-5108 IT Hardware/Software & Support	40,000.00	163.11	60,679.36	151.70	(20,679.36)
10-520-5110 Mosquito Control	22,000.00	0.00	16,065.00	73.02	5,935.00
TOTAL CONTRACT SERVICES	438,000.00	163.11	320,122.81	73.09	117,877.19

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

10 -GENERAL FUND

83.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL CONTRACT SERVICES	438,000.00	163.11	320,122.81	73.09	117,877.19
BUILDING					
=====					
CONTRACT SERVICES					
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
BUILDING SERVICES					
10-530-5152 Drainage Reviews	45,000.00	0.00	71,611.07	159.14 (	26,611.07)
10-530-5153 Electrical Inspections	12,000.00	0.00	10,215.00	85.13	1,785.00
10-530-5154 Plat Reviews	500.00	0.00	0.00	0.00	500.00
10-530-5155 Plan Reviews	25,000.00	0.00	36,275.00	145.10 (	11,275.00)
10-530-5156 Plumbing Inspections	18,000.00	0.00	9,405.00	52.25	8,595.00
10-530-5157 Structural Inspections	20,000.00	0.00	20,880.00	104.40 (	880.00)
10-530-5158 Urban Forester	0.00	0.00	30,920.00	0.00 (	30,920.00)
10-530-5160 Mechanical Inspections	5,000.00	0.00	5,940.00	118.80 (	940.00)
TOTAL BUILDING SERVICES	125,500.00	0.00	185,246.07	147.61 (	59,746.07)
ADMIN EXPENSE					
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	454.98	0.00 (	454.98)
TOTAL ADMIN EXPENSE	1,800.00	0.00	845.51	46.97	954.49
OFFICE EXPENSE					
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	0.00	739.09	0.00 (	739.09)
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	0.00	739.09	0.00 (	739.09)
WAGES & BENEFITS					
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
INSURANCE					
10-530-5353 Employee Insurance	0.00	0.00	4,767.88	0.00 (	4,767.88)
TOTAL INSURANCE	0.00	0.00	4,767.88	0.00 (	4,767.88)
TOTAL BUILDING	127,300.00	0.00	191,598.55	150.51 (	64,298.55)

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

10 -GENERAL FUND

83.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>GENERAL GOVERNMENT</u>					
<u>CONTRACT SERVICES</u>					
10-540-5108 Information Technology	0.00	15.98	12,135.80	0.00 (	12,135.80)
TOTAL CONTRACT SERVICES	0.00	15.98	12,135.80	0.00 (	12,135.80)
<u>ADMIN EXPENSE</u>					
10-540-5201 Administrative	0.00	0.00	0.00	0.00	0.00
10-540-5202 Auto Allowance/Mileage	13,000.00	0.00	4,250.00	32.69	8,750.00
10-540-5203 Bank Fees	1,900.00	274.19	2,399.93	126.31 (	499.93)
10-540-5204 Dues & Subscriptions	4,000.00	0.00	2,055.00	51.38	1,945.00
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	1,735.21	57.84	1,264.79
10-540-5207 Miscellaneous	0.00	54.90	2,007.07	0.00 (	2,007.07)
10-540-5208 Citizen Communication	2,000.00	0.00	1,853.87	92.69	146.13
10-540-5209 Office Equipment & Maintenance	10,000.00	435.04	5,896.73	58.97	4,103.27
TOTAL ADMIN EXPENSE	38,900.00	764.13	20,197.81	51.92	18,702.19
<u>OFFICE EXPENSE</u>					
10-540-5210 Postage	2,000.00 (	210.17)	1,243.88	62.19	756.12
10-540-5211 Meeting Supplies	5,000.00	775.25	6,356.56	127.13 (	1,356.56)
10-540-5212 Rent/Leasehold/Furniture	125,000.00	10,368.38	105,649.50	84.52	19,350.50
10-540-5213 Office Supplies	10,000.00	0.00	3,518.17	35.18	6,481.83
10-540-5214 Telecommunications	13,000.00	366.42	12,340.95	94.93	659.05
10-540-5215 Travel & Training	0.00	0.00	400.00	0.00 (	400.00)
10-540-5216 Statutory Legal Notices	0.00	0.00	1,450.34	0.00 (	1,450.34)
TOTAL OFFICE EXPENSE	155,000.00	11,299.88	130,959.40	84.49	24,040.60
<u>WAGES & BENEFITS</u>					
10-540-5301 Gross Wages	515,000.00	40,615.10	427,188.27	82.95	87,811.73
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	16,124.48	322.49 (	11,124.48)
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	5,422.70	38,842.60	86.32	6,157.40
10-540-5311 Payroll Processing	1,474.00	204.11	2,272.91	154.20 (	798.91)
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	46,241.91	506,854.91	84.27	94,619.09
<u>INSURANCE</u>					
10-540-5353 Employee Insurance	83,508.00	0.00	19,051.79	22.81	64,456.21
10-540-5354 General Liability	2,000.00	0.00	9,182.02	459.10 (	7,182.02)
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	0.00	27,667.81	31.62	59,840.19
TOTAL GENERAL GOVERNMENT	882,882.00	58,321.90	697,815.73	79.04	185,066.27

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

10 -GENERAL FUND

83.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>MUNICIPAL COURT</u>					
<u>CONTRACT SERVICES</u>					
10-550-5108 Information Technology	0.00	0.00	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	0.00	75.00	0.00 (	75.00)
10-550-5207 Misc Supplies	0.00	0.00	923.78	0.00 (	923.78)
10-550-5209 Office Equipment & Maintenance	0.00	0.00	0.00	0.00	0.00
TOTAL ADMIN EXPENSE	0.00	0.00	998.78	0.00 (	998.78)
<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	0.00	510.08	0.00 (	510.08)
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	0.00	565.08	0.00 (	565.08)
<u>WAGES & 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 (	234.11)	9,187.03	0.00 (	9,187.03)
TOTAL INSURANCE	0.00 (	234.11)	9,187.03	0.00 (	9,187.03)
<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	464.11	4,435.62	88.71	564.38
10-550-5404 Judge/Prosecutor/Interpreter	22,000.00	0.00	13,525.00	61.48	8,475.00
10-550-5405 Jury Pay	0.00	0.00	0.00	0.00	0.00
10-550-5406 State Comptroller/OMNI/Linebar	0.00	0.00	0.00	0.00	0.00
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 (	108.08)	765.97)	0.00	765.97
10-550-5414 Truancy Prevention	0.00 (	110.28)	781.61)	0.00	781.61
10-550-5415 Local Municipal Tech Fund	0.00 (	88.23)	625.28)	0.00	625.28
10-550-5416 Local Municipal Jury Fund	0.00 (	2.21)	15.63)	0.00	15.63
10-550-5417 Time Payment Reimbursement Fee	0.00	0.00	0.00	0.00	0.00
TOTAL COURT OPERATIONS	28,550.00	155.31	15,904.13	55.71	12,645.87
TOTAL MUNICIPAL COURT	28,550.00 (	78.80)	26,762.19	93.74	1,787.81

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

10 -GENERAL FUND

83.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PUBLIC WORKS MAINTENANCE</u>					
<u>CONTRACT SERVICES</u>					
10-560-5108 Information Technology	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	5.38	9,781.71	0.00 (	9,781.71)
10-560-5209 Office Equipment & Maintenance	0.00	0.00	0.00	0.00	0.00
TOTAL ADMIN EXPENSE	0.00	5.38	9,781.71	0.00 (	9,781.71)
<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 & 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	0.00	7,858.46	0.00 (	7,858.46)
TOTAL INSURANCE	0.00	0.00	7,858.46	0.00 (	7,858.46)
<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	0.00	15,432.97	102.89 (	432.97)
10-560-5505 Gator Fuel	2,000.00	35.93	516.29	25.81	1,483.71
10-560-5506 Right of Way Mowing	80,000.00	0.00	68,157.00	85.20	11,843.00
10-560-5507 Road & Sign Repair	50,000.00	0.00	42,841.99	85.68	7,158.01
10-560-5508 ROW Water/Planting	1,000.00	0.00	1,348.96	134.90 (	348.96)
10-560-5509 Tree Care/Removal	12,500.00	0.00	11,755.00	94.04	745.00
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	0.00	74,402.35	99.20	597.65
10-560-5516 Gator Maintenance	0.00	0.00	0.00	0.00	0.00
TOTAL PUBLIC WORKS OPERATIONS	352,500.00	35.93	218,610.81	62.02	133,889.19
TOTAL PUBLIC WORKS MAINTENANCE	352,500.00	41.31	236,779.77	67.17	115,720.23

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

10 -GENERAL FUND

83.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>GOF CAPITAL OUTLAYS</u>					
<u>=====</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	0.00	127,434.16	0.00 (	127,434.16)
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	0.00	973,365.73	121.41 (	171,616.73)
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	0.00	359,076.12	108.81 (	29,076.12)
10-570-5702 2020 Paving Improvements	0.00	0.00	27,450.00	0.00 (	27,450.00)
10-570-5705 Tynewood Ditch Washout Project	0.00	0.00	0.00	0.00	0.00
10-570-5800 Lanecrest Improvements Project	0.00	0.00	0.00	0.00	0.00
10-570-5805 Beinhorn Paving Project	876,650.00	0.00	0.00	0.00	876,650.00
10-570-5806 Drainage and Sidewalks	0.00	0.00	977,351.26	0.00 (	977,351.26)
10-570-5808 Wilding Lane	1,205,323.00	0.00	74,268.00	6.16	1,131,055.00
TOTAL OTHER EXPENSES	3,213,722.00	0.00	2,539,025.27	79.01	674,696.73
<hr/>					
TOTAL GOF CAPITAL OUTLAYS	3,213,722.00	0.00	2,539,025.27	79.01	674,696.73
<hr/>					
TOTAL EXPENDITURES	9,106,790.00	363,713.80	7,640,072.30	83.89	1,466,717.70
<hr/>					
REVENUES OVER/(UNDER) EXPENDITURES	(2,001,744.00)	(79,860.57)	507,977.04	(	2,509,721.04)

CITY OF PINEY POINT VILLAGE
 YEAR TO DATE BALANCE SHEET (UNAUDITED)
 AS OF: OCTOBER 31ST, 2020

20 -DEBT SERVICE

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
ASSETS					
20-1100	Claim on Cash	(447,971.67)	0.00	(1,138,067.86)	(1,586,039.53)
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	8,898.37	(726,346.22)	136,462.88
20-1110	Texas Class-DS	122,500.81	296.05	1,850,967.59	1,973,468.40
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
TOTAL ASSETS		1,697,218.69	9,194.42	(13,446.49)	1,683,772.20
=====					
LIABILITIES					
20-2001	Accounts Payable	1,500.00	0.00	(1,420,975.00)	(1,419,475.00)
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	2,130.76	(364,844.44)	1,122,284.33
TOTAL LIABILITIES		1,524,134.59	2,130.76	(1,785,819.44)	(261,684.85)
FUND EQUITY					
20-3000	Fund Balance	173,084.10	0.00	0.00	173,084.10
TOTAL BEGINNING EQUITY		173,084.10	0.00	0.00	173,084.10
TOTAL REVENUES		0.00	7,063.66	1,854,522.95	1,854,522.95
TOTAL EXPENSES		0.00	0.00	82,150.00	82,150.00
INCREASE/(DECREASE) IN FUND BAL.		0.00	7,063.66	1,772,372.95	1,772,372.95
TOTAL LIABILITIES, EQUITY & FUND BAL.		1,697,218.69	9,194.42	(13,446.49)	1,683,772.20
=====					

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

20 -DEBT SERVICE
 FINANCIAL SUMMARY

83.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
TAXES	1,501,625.00	6,752.04	1,843,724.01	122.78 (	342,099.01)
INVESTMENT INCOME	10,000.00	311.62	10,798.94	107.99 (	798.94)
TOTAL REVENUES	1,511,625.00	7,063.66	1,854,522.95	122.68 (	342,897.95)
<u>EXPENDITURE SUMMARY</u>					
<u>NON-DEPARTMENTAL</u>					
ADMIN EXPENSE	2,250.00	0.00	2,250.00	100.00	0.00
OTHER EXPENSES	1,499,375.00	0.00	79,900.00	5.33	1,419,475.00
TRANSFERS	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	1,501,625.00	0.00	82,150.00	5.47	1,419,475.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	10,000.00	7,063.66	1,772,372.95	(	1,762,372.95)

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

20 -DEBT SERVICE

83.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>TAXES</u>					
20-4101 Property Tax Revenue	1,501,625.00	6,752.04	1,843,724.01	122.78 (	342,099.01)
TOTAL TAXES	1,501,625.00	6,752.04	1,843,724.01	122.78 (	342,099.01)
<u>INVESTMENT INCOME</u>					
20-4400 Bank Interest	10,000.00	311.62	10,798.94	107.99 (	798.94)
20-4410 Bond Premium	0.00	0.00	0.00	0.00	0.00
TOTAL INVESTMENT INCOME	10,000.00	311.62	10,798.94	107.99 (	798.94)
TOTAL REVENUES	1,511,625.00	7,063.66	1,854,522.95	122.68 (	342,897.95)

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

20 -DEBT SERVICE

83.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
NON-DEPARTMENTAL					
=====					
<u>ADMIN EXPENSE</u>					
20-500-5204 Paying Agent Fees	2,250.00	0.00	2,250.00	100.00	0.00
TOTAL ADMIN EXPENSE	2,250.00	0.00	2,250.00	100.00	0.00
<u>OTHER EXPENSES</u>					
20-500-5820 Interest Expense-Bonds	179,375.00	0.00	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	0.00	79,900.00	5.33	1,419,475.00
<u>TRANSFERS</u>					
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
TOTAL NON-DEPARTMENTAL	1,501,625.00	0.00	82,150.00	5.47	1,419,475.00
TOTAL EXPENDITURES	1,501,625.00	0.00	82,150.00	5.47	1,419,475.00
=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	10,000.00	7,063.66	1,772,372.95		(1,762,372.95)

CITY OF PINEY POINT VILLAGE
 YEAR TO DATE BALANCE SHEET (UNAUDITED)
 AS OF: OCTOBER 31ST, 2020

30 -SPECIAL REVENUE FUND

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
ASSETS					
30-1100	Claim on Cash	64,179.36	58.01	154.35	64,333.71
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	320.15	2,941.32	27,086.40
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	378.16	3,095.67	91,420.54
LIABILITIES					
30-2001	Accounts Payable	0.00	0.00	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	0.00	0.00	0.00
FUND EQUITY					
30-3000	Fund Balance	17,709.38	(17,709.38)	(17,709.38)	0.00
30-3001	Fund Balance-Child Safety	55,694.92	(13,162.28)	(13,162.28)	42,532.64
30-3002	Fund Balance-MC Security	11,838.88	12,284.32	12,284.32	24,123.20
30-3003	Fund Balance-MC Technology	3,081.69	18,587.34	18,587.34	21,669.03
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	378.16	4,900.19	4,900.19
	TOTAL EXPENSES	0.00	0.00	1,804.52	1,804.52
	INCREASE/(DECREASE) IN FUND BAL.	0.00	378.16	3,095.67	3,095.67
	TOTAL LIABILITIES, EQUITY & FUND BAL.	88,324.87	378.16	3,095.67	91,420.54

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

30 -SPECIAL REVENUE FUND
 FINANCIAL SUMMARY

83.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
COURT	0.00	378.05	4,896.72	0.00 (	4,896.72)
INVESTMENT INCOME	0.00	0.11	3.47	0.00 (	3.47)
DONATIONS & IN LIEU	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0.00	378.16	4,900.19	0.00 (	4,900.19)
<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	1,804.52	0.00 (	1,804.52)
TOTAL QUALIFIED EXPENSES	0.00	0.00	1,804.52	0.00 (	1,804.52)
<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	378.16	3,095.67	(	3,095.67)

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

30 -SPECIAL REVENUE FUND

83.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>COURT</u>					
30-4305 MC Security Revenue	0.00	24.86	818.08	0.00 (	818.08)
30-4310 MC Technology Revenue	0.00	33.15	1,090.79	0.00 (	1,090.79)
30-4315 Child Safety Revenues	0.00	320.04	2,987.85	0.00 (	2,987.85)
TOTAL COURT	0.00	378.05	4,896.72	0.00 (	4,896.72)
<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	3.47	0.00 (	3.47)
30-4420 Donations-Interest	0.00	0.00	0.00	0.00	0.00
TOTAL INVESTMENT INCOME	0.00	0.11	3.47	0.00 (	3.47)
<u>DONATIONS & IN LIEU</u>					
30-4720 Donations	0.00	0.00	0.00	0.00	0.00
30-4800 Other Income	0.00	0.00	0.00	0.00	0.00
TOTAL DONATIONS & IN LIEU	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0.00	378.16	4,900.19	0.00 (	4,900.19)

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

30 -SPECIAL REVENUE FUND

83.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
NON-DEPARTMENTAL					
MISCELLANEOUS					
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
QUALIFIED EXPENSES					
COURT					
30-510-5121 Child Safety	0.00	0.00	0.00	0.00	0.00
30-510-5122 MC Security	0.00	0.00	494.55	0.00 (	494.55)
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	1,804.52	0.00 (	1,804.52)
TOTAL QUALIFIED EXPENSES	0.00	0.00	1,804.52	0.00 (	1,804.52)
ADMINISTRATION					
ADMIN EXPENSE					
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
OTHER EXPENSES					
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
TRANSFERS					
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	1,804.52	0.00 (	1,804.52)
REVENUES OVER/(UNDER) EXPENDITURES	0.00	378.16	3,095.67	(	3,095.67)

CITY OF PINEY POINT VILLAGE
 YEAR TO DATE BALANCE SHEET (UNAUDITED)
 AS OF: OCTOBER 31ST, 2020

40 -CAPITAL PROJECTS FUND

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
ASSETS					
40-1100	Claim on Cash	323,417.46	(7,270.00)	(293,629.99)	29,787.47
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	0.00	(7,573.74)	0.00
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
	TOTAL ASSETS	330,991.20	(7,270.00)	(301,203.73)	29,787.47
LIABILITIES					
40-2001	Accounts Payable	0.00	(7,270.00)	0.00	0.00
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
	TOTAL LIABILITIES	406,074.15	(7,270.00)	0.00	406,074.15
FUND EQUITY					
40-3000	Fund Balance	(75,082.95)	0.00	0.00	(75,082.95)
	TOTAL BEGINNING EQUITY	(75,082.95)	0.00	0.00	(75,082.95)
	TOTAL REVENUES	0.00	0.00	49.52	49.52
	TOTAL EXPENSES	0.00	0.00	301,253.25	301,253.25
	INCREASE/(DECREASE) IN FUND BAL.	0.00	0.00	(301,203.73)	(301,203.73)
	TOTAL LIABILITIES, EQUITY & FUND BAL.	330,991.20	(7,270.00)	(301,203.73)	29,787.47

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

40 -CAPITAL PROJECTS FUND
 FINANCIAL SUMMARY

83.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
INVESTMENT INCOME	0.00	0.00	49.52	0.00 (	49.52)
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>0.00</u>	<u>49.52</u>	<u>0.00 (</u>	<u>49.52)</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	0.00	301,253.25	0.00 (	301,253.25)
TRANSFERS	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	<u>0.00</u>	<u>0.00</u>	<u>301,253.25</u>	<u>0.00 (</u>	<u>301,253.25)</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	0.00	(301,203.73)		301,203.73

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

40 -CAPITAL PROJECTS FUND

83.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>INVESTMENT INCOME</u>					
40-4400 Interest Income	0.00	0.00	49.52	0.00 (	49.52)
TOTAL INVESTMENT INCOME	0.00	0.00	49.52	0.00 (	49.52)
<u>DONATIONS & IN LIEU</u>					
40-4800 Other Income	0.00	0.00	0.00	0.00	0.00
40-4910 Debt Proceeds	0.00	0.00	0.00	0.00	0.00
40-4911 Bond Premium	0.00	0.00	0.00	0.00	0.00
40-4912 Issuance Cost	0.00	0.00	0.00	0.00	0.00
TOTAL DONATIONS & IN LIEU	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0.00	0.00	49.52	0.00 (	49.52)

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

40 -CAPITAL PROJECTS FUND

83.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>NON-DEPARTMENTAL</u>					
<u>ADMIN EXPENSE</u>					
40-500-5203 Bank Fees	0.00	0.00	0.00	0.00	0.00
TOTAL ADMIN EXPENSE	0.00	0.00	0.00	0.00	0.00
<u>OTHER EXPENSES</u>					
40-500-5601 Capital Outlay	0.00	0.00	0.00	0.00	0.00
40-500-5616 S. Piney Pt/Blalock Rd	0.00	0.00	0.00	0.00	0.00
40-500-5617 Smithdale/Claymore	0.00	0.00	0.00	0.00	0.00
40-500-5640 Batch 1 Projects	0.00	0.00	0.00	0.00	0.00
40-500-5641 Batch 1 - Preliminary	0.00	0.00	0.00	0.00	0.00
40-500-5655 Blalock/S. Piney Point	0.00	0.00	0.00	0.00	0.00
40-500-5660 Smithdale Estates Bypass	0.00	0.00	0.00	0.00	0.00
40-500-5670 N. Piney Point Road Project	0.00	0.00	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	0.00	12,281.25	0.00 (	12,281.25)
TOTAL OTHER EXPENSES	0.00	0.00	301,253.25	0.00 (	301,253.25)
<u>TRANSFERS</u>					
40-500-5901 Transfers In	0.00	0.00	0.00	0.00	0.00
40-500-5902 Transfers Out	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	301,253.25	0.00 (	301,253.25)
TOTAL EXPENDITURES	0.00	0.00	301,253.25	0.00 (	301,253.25)
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00 (	301,203.73)		301,203.73

CITY OF PINEY POINT VILLAGE
 YEAR TO DATE BALANCE SHEET (UNAUDITED)
 AS OF: OCTOBER 31ST, 2020

99 - POOLED CASH FUND

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
ASSETS					
99-1101	Cash	2,707,560.51	626,081.47	(825,707.31)	1,881,853.20
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	<u>1,833,217.41</u>	<u>(267,490.36)</u>	<u>(1,830,462.81)</u>	<u>2,754.60</u>
	TOTAL ASSETS	<u>4,540,777.92</u>	<u>358,591.11</u>	<u>(2,656,170.12)</u>	<u>1,884,607.80</u>
LIABILITIES					
99-2000	Accounts Payable	1,834,953.41	(267,191.36)	(2,143,650.09)	(308,696.68)
99-2190	Due to Other Funds	<u>2,705,824.51</u>	<u>625,782.47</u>	<u>(512,520.03)</u>	<u>2,193,304.48</u>
	TOTAL LIABILITIES	<u>4,540,777.92</u>	<u>358,591.11</u>	<u>(2,656,170.12)</u>	<u>1,884,607.80</u>
FUND EQUITY					
99-3000	Fund Balance	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL BEGINNING EQUITY	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL REVENUES	0.00	0.00	0.00	0.00
	TOTAL EXPENSES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	INCREASE/(DECREASE) IN FUND BAL. (WILL CLOSE TO FUND BAL.)	0.00	0.00	0.00	0.00
	TOTAL LIABILITIES, EQUITY & FUND BAL.	<u>4,540,777.92</u>	<u>358,591.11</u>	<u>(2,656,170.12)</u>	<u>1,884,607.80</u>

**City of Piney Point Village
Monthly Tax Office Report
October 31, 2020**

Prepared by: Tiffany D. Morawiec, Tax Assessor/Collector

A. Current Taxable Value \$ 2,694,274,470

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

	Current 2020 Tax Year	Delinquent 2019 & Prior Tax Years	Total
Original Levy 0.25514	\$ 6,254,063.32	\$ 6,763,264.55	\$ 13,017,327.87
Carryover Balance	-	198,501.01	198,501.01
Adjustments	620,108.54	312,738.19	932,846.73
Adjusted Levy	6,874,171.86	7,274,503.75	14,148,675.61
Less Collections Y-T-D	78,461.40	7,013,319.14	7,091,780.54
Receivable Balance	<u>\$ 6,795,710.46</u>	<u>\$ 261,184.61</u>	<u>\$ 7,056,895.07</u>

C. COLLECTION RECAP:

Current Month:	Current 2020 Tax Year	Delinquent 2019 & Prior Tax Years	Total
Base Tax	\$ 75,027.70	\$ 3,676.09	\$ 78,703.79
Penalty & Interest	-	1,047.22	1,047.22
Attorney Fees	-	893.01	893.01
Other Fees	1.32	-	1.32
Total Collections	<u>\$ 75,029.02</u>	<u>\$ 5,616.32</u>	<u>\$ 80,645.34</u>

Year-To-Date:	Current 2020 Tax Year	Delinquent 2019 & Prior Tax Years	Total
Base Tax:	\$ 78,461.40	\$ 7,013,319.05	\$ 7,091,780.45
Penalty & Interest	-	36,947.71	36,947.71
Attorney Fees	-	8,095.61	8,095.61
Other Fees	1.32	694.12	695.44
Total Collections	<u>\$ 78,462.72</u>	<u>\$ 7,059,056.49</u>	<u>\$ 7,137,519.21</u>

Percent of Adjusted Levy	<u>1.14%</u>	<u>103.83%</u>
--------------------------	--------------	----------------

MONTHLY TAX OFFICE REPORT
Tax A/R Summary by Year
October 31, 2020

YEAR	BEGINNING BALANCE AS OF 12/31/2019	ADJUSTMENTS	COLLECTIONS	RECEIVABLE BALANCE AS OF 10/31/2020
2019	\$ 6,763,264.55	\$ 316,843.77	\$ 7,016,245.18	\$ 63,863.14
18	33,957.93	(3,875.17)	(2,744.69)	32,827.45
17	19,505.52	(688.48)	(181.35)	18,998.39
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>\$ 6,961,765.56</u>	<u>\$ 312,738.19</u>	<u>\$ 7,013,319.14</u>	<u>\$ 261,184.61</u>

Karen Farris

From: Morawiec, Tiffany <Tiffany.Morawiec@springbranchisd.com>
Sent: Thursday, November 12, 2020 7:25 AM
To: Karen Farris
Cc: Roger Nelson
Subject: RE: October 2020 Tax Report
Attachments: Piney Point 0120.xlsx

Good morning. Please see attached.

Thank you,
Tiffany



Tiffany D. Morawiec | Tax Assessor/Collector
Financial Services | Tax Office
8880 Westview Rd., Houston, TX 77055
713-251-7968
www.springbranchisd.com

Please take a moment to click on the smile below and let me know how satisfied you are with my service today.



From: Karen Farris [mailto:citysec@pineypt.org]
Sent: Wednesday, November 11, 2020 3:55 PM
To: Morawiec, Tiffany <Tiffany.Morawiec@springbranchisd.com>
Cc: Roger Nelson <cityadmin@pineypt.org>
Subject: October 2020 Tax Report

CAUTION: This email originated from outside of Spring Branch ISD.

Hi Tiffany,

Have you sent the October 2020 Monthly Tax Report out yet?

Karen Farris, City Secretary
City of Piney Point Village
713-230-8702

NOTICE OF CONFIDENTIALITY: This electronic communication may contain confidential information intended solely for school business by the individual to whom it is addressed. Any disclosure (verbal or in print), copying, distributing, or use of this information by an unauthorized person is prohibited, and may violate Spring Branch ISD Board Policy FL (Legal), the Family Education Rights and Privacy Act (FERPA). Should you receive this electronic communication in error, please notify the sender immediately. Thereafter, please delete the message.

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

Council Agenda Item Cover Memo

**11/23/2020
Date of Meeting**

To: Mayor and City Council

Agenda Item:

Discuss and take possible action on a revisions to Chapter 34 of the City flood ordinance as recommended by Harris County.

SUMMARY/BACKGROUND (WHY): Harris County has recommended minimum standards for adoption by communities located in Harris County to ensure the benefits achieved by the 2018 Harris County Flood Control Bond Project are protected. HDR has presented these ordinance changes in previous engineering meetings for discussion. Attached is a letter from Harris County with the requested changes as well as the City Flood Ordinance – Chapter 34 with track changes on to show the revisions to the ordinances for discussion. Harris County has requested that the minimum standards be effective by December 31, 2020.

STAFF RECOMMENDATION:

ESTIMATED COST: See attached **FUNDING SOURCE:** N/A

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

PREPARED BY: Joe Moore

ATTACHMENTS: Yes

HARRIS COUNTY
OFFICE OF THE COUNTY ENGINEER

1001 Preston, Suite 500
Houston, Texas 77002
(713) 755-5370

May 22, 2020

Honorable Mayors of Cities Located Within Harris County

SUBJECT: Recommendation on Minimum Standards for Communities in Harris County and Draining to Harris County

Dear Honorable Mayors of Harris County Cities:

On Tuesday, May 19, 2020, Harris County Commissioners Court adopted the attached letter to encourage a minimum level of flood resiliency across all of Harris County. Adoption of the minimum standards listed in the letter by communities across Harris County will result in an increased flood resiliency for the entirety of Harris County.

We will be hosting an online information session on **June 2, 2020 at 3:00pm** concerning the initiative for you and any of your staff. The meeting can be accessed at: <https://harriscounty.webex.com/harriscounty/j.php?MTID=m7f419f25deacef15e76825cbfbb32732> or you may call in to the meeting at (408) 418-9388 (meeting access code: 966 199 817).

The purpose of this policy is to provide a minimum set of drainage regulations and development policies that will allow all municipalities in Harris County to have a consistent set of standards that incorporate NOAA Atlas 14 rainfall rates. The proposed standards are intended to preserve the capacity and purpose of the ongoing Harris County Flood Control District (District) Bond Projects and make Harris County more resilient to future flooding events. Nothing in this policy is intended to reduce the level of current regulation within any municipality or to prevent any municipality from enacting more stringent standards.

These recommendations will NOT affect the status or scheduling of projects included on the 2018 Bond Project List. All 2018 Bond Projects will be completed as planned with the funding shown in the bond program.

If a municipality chooses not to update their regulations to these minimum standards, the municipality would not be eligible for participation in the Partnership Projects funding included in the 2018 Bond (Bond Project ID Z-02 – Partnership Projects with Municipalities, Authorities, and Other Districts in Harris County) projects until they do so. This fund amount is authorized at \$175,000,000 and allows for joint funding of unidentified future projects between the District and a participating municipality. If the participating municipality chooses not to update their standards and they currently have

HARRIS COUNTY
OFFICE OF THE COUNTY ENGINEER

1001 Preston, Suite 500
Houston, Texas 77002
(713) 755-5370

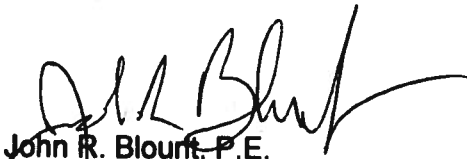
an active partnership project or projects with the District funded through Z-02, the project would be cancelled if not completed by December 31, 2020, and any remaining bond funds will be refunded to the Bond Project ID Z-02. Additionally, Harris County roadway partnership projects that have not begun construction prior to December 31, 2020 will be similarly impacted. Ongoing partnership projects can continue as long as the partnering municipality is actively working toward updating their standards.

If your city has interest, Harris County has engaged an engineering consultant that can assist in updating your regulations to meet the minimum standards listed in the attached letter at no cost to your city.

If you have any questions concerning the update of your regulations or would like assistance from Harris County's engineering consultant, please contact Alisa Max, P.E., Harris County Engineering Department, at alisa.max@eng.hctx.net. If you have any questions concerning your District Bond projects or partnership projects, please contact Matthew Zeve, P.E., Harris County Flood Control District, at matthew.zeve@hcfcd.hctx.net.

We are here to assist your city in becoming more flood resilient.

Sincerely,


John R. Blount, P.E.
County Engineer
Office of the County Engineer



Russell A. Poppe, P.E.
Executive Director
Harris County Flood Control District

Attachment

JB/AM

HARRIS COUNTY
OFFICE OF THE COUNTY ENGINEER

**1001 Preston, Suite 500
Houston, Texas 77002
(713) 755-5370**

May 12, 2020

Honorable County Judge
& Commissioners

SUBJECT: Recommendation on Minimum Standards for Communities in Harris County and Draining to Harris County

Dear Court Members:

At the April 28, 2020, Commissioners Court, we were directed to recommend minimum standards for adoption by communities located in Harris County to ensure the benefits achieved by the 2018 Harris County Flood Control Bond Program are protected.

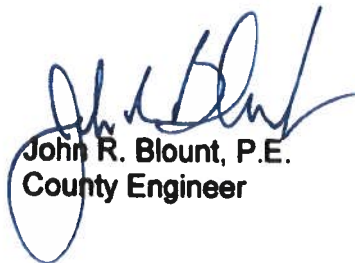
Our recommendation is that all cities within Harris County, and those entities located outside of Harris County but drain to Harris County, adopt the following minimum standards by December 31, 2020, and be effective within their municipal boundaries and extraterritorial jurisdiction:

- Use Atlas 14 rainfall rates for sizing storm water conveyance and detention systems.
- Require a minimum detention rate of 0.55 acre feet per acre of detention for any new development on tracts one acre or larger in size. However, a single family residential structure and accessory buildings proposed on an existing lot is exempt from providing detention.
- Prohibit the use of hydrograph timing as a substitution for detention on any project, unless it directly outfalls into Galveston Bay.
- Require no net fill in the current mapped 500-year floodplain, except in areas identified as coastal zones only
- Require the minimum Finished Floor Elevation (FFE) of new habitable structures be established at or waterproofed to the 500-year flood elevation as shown on the effective Flood Insurance Study.


It is further recommended that the County Engineer extend the current agreement with EHRA Engineering to assist communities in evaluating and updating their policies and ordinances upon their request at no cost to the community. As part of this process, these communities may identify additional requirements or criteria to implement depending on their flood risk and storm water infrastructure capacity.

To help reinforce participation, we also recommend that no partnership projects, including flood control or county roadway projects, be constructed in these communities after December 31, 2020, until such time their criteria is updated to reflect the above minimum standards. Partnership projects that are currently scheduled for construction in these communities before December 31, 2020, may continue as scheduled provided the communities are actively working with us to update their criteria. It should be noted that this effort is part of a larger Fix Flooding First initiative that will be presented to Commissioners Court for an official roll out in June 2020.

Sincerely,



John R. Blount, P.E.
County Engineer



Russell A. Poppe, P.E.
Executive Director
Harris County Flood Control District

JRB/RP/ed

Chapter 34 - FLOODS

ARTICLE I. - IN GENERAL

Secs. 34-1—34-29. - Reserved.

ARTICLE II. - FLOOD DAMAGE PREVENTION^U

Footnotes:

--- (1) ---

Editor's note— Ord. No. [2019.03.25](#), § 1, adopted March 25, 2019, amended the Code by repealing former art. II, §§: 34-30—34-41, 34-66—34-69, and 34-91—34-105, and adding a new art. II. Former art. II pertained to similar subject matter, and derived from Ord. No. [2018.12.17E](#), § 1, adopted December 17, 2018.

DIVISION 1. - GENERALLY

Sec. 34-30. - Definitions.

Unless specifically defined below, words or phrases used in this article shall be interpreted to give them the meaning they have in common usage and to give this article its most reasonable application.

[0.2 percent chance flood elevation means the elevation of surface water resulting from a flood that has a 0.2-percent chance of equaling or exceeding that level in any given year \(also known as the 500-year floodplain elevation\). The 0.2 percent chance flood elevation is shown on the flood insurance rate map for zones B and X \(shaded\).](#)

Alluvial fan flooding means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

Apex means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Appurtenant structure means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

Area of future conditions flood hazard means the land area that would be inundated by the one percent, annual chance 100-year flood based on future conditions hydrology.

Area of shallow flooding means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's flood insurance rate map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard is the land in the floodplain within a community subject to a 0.2 percent or greater chance of flooding in any given year. The area may be designated as zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE, V, or X Shaded Zones.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year.

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

Breakaway wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Critical feature means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Development means any manmade change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Elevated building means, for insurance purposes, a non-basement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

Existing construction means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood elevation study means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood insurance rate map (FIRM) means an official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

Flood insurance study (FIS). See "flood elevation study."

Floodplain or floodprone area means any land area susceptible to being inundated by water from any source (see definition of flooding).

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Flood protection system means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers,

dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway. See "regulatory floodway."

Functionally dependent use means a use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the department of interior) or preliminarily determined by the secretary of the interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the secretary of the interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the secretary of the interior; or
- (4) Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the secretary of the interior; or
 - b. Directly by the secretary of the interior in states without approved programs.

Levee means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of section 60.3 of the National Flood Insurance Program regulations.

Manufactured home means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean sea level means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.

insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means

structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New construction means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Recreational vehicle means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Shaded zone X means areas subject to a 0.2 percent chance of flooding in any given year; areas of one percent annual chance flood with average depths of less than one foot or with drainage areas less than one square mile, and areas protected by levees from one percent annual chance flood.

Special flood hazard area. See "area of special flood hazard."

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Utilities means all building utilities including, but not limited to, electrical, heating, ductwork, ventilation, plumbing, air-conditioning equipment, water softener equipment, and other service facilities to a building. For purposes of this chapter only, it does not include pool lighting and equipment, sewer cleanouts, sampling well access, interceptor access, landscaping irrigation systems, or any similar items and equipment not servicing a building, or that are otherwise sealed.

Variance means a grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see section 60.6 of the National Flood Insurance Program regulations.)

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in section 60.3 (b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) of the National Flood Insurance Program regulations is presumed to be in violation until such time as that documentation is provided.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

X shaded zone. See "Shaded zone X"

Commented [A1]: Harris County FIS based on NAVD 1988, 2001 adjustment

Formatted: Font: Not Italic

(Ord. No. [2019.03.25](#), § 1, 3-25-19)

Sec. 34-31. - Statutory authorization.

The legislature of the state has in the Local Government Code delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the city council of the city does ordain as follows.

(Ord. No. [2019.03.25](#), § 1, 3-25-19)

Sec. 34-32. - Findings of fact.

- (a) The flood hazard areas of the city are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.
- (b) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

(Ord. No. [2019.03.25](#), § 1, 3-25-19)

Sec. 34-33. - Statement of purpose.

It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and
- (7) Ensure that potential buyers are notified that property is in a flood area.

(Ord. No. [2019.03.25](#), § 1, 3-25-19)

Sec. 34-34. - Methods of reducing flood losses.

In order to accomplish its purposes, this article uses the following methods:

- (1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
- (4) Control filling, grading, dredging and other development which may increase flood damage;
- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

(Ord. No. [2019.03.25](#), § 1, 3-25-19)

Sec. 34-35. - Lands to which this article applies.

The article shall apply to all areas of special flood hazard with the jurisdiction of the city.

(Ord. No. [2019.03.25](#), § 1, 3-25-19)

Sec. 34-36. - Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, "The Flood Insurance Study (FIS) for Harris County, Texas dated June 18, 2007, with accompanying flood insurance rate maps and/or flood boundary-floodway maps (FIRM and/or FBFM) dated June 18, 2007, and any revisions thereto are hereby adopted by reference and declared to be a part of this article.

(Ord. No. [2019.03.25](#), § 1, 3-25-19)

Sec. 34-37. - Establishment of development permit.

A floodplain development permit shall be required to ensure conformance with the provisions of this article.

(Ord. No. [2019.03.25](#), § 1, 3-25-19)

Sec. 34-38. - Compliance.

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this article and other applicable regulations.

(Ord. No. [2019.03.25](#), § 1, 3-25-19)

Sec. 34-39. - Abrogation and greater restrictions.

This article is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this article and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(Ord. No. [2019.03.25](#), § 1, 3-25-19)

Sec. 34-40. - Interpretation.

In the interpretation and application of this article, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. No. [2019.03.25](#), § 1, 3-25-19)

Sec. 34-41. - Warning and disclaimer of liability.

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by manmade or natural causes. This article does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this article or any administrative decision lawfully made hereunder.

(Ord. No. [2019.03.25](#), § 1, 3-25-19)

Secs. 34-42—34-65. - Reserved.

DIVISION 2. - ADMINISTRATION

Sec. 34-66. - Designation of the floodplain administrator.

The building inspector is hereby appointed the floodplain administrator to administer and implement the provisions of this article and other appropriate sections of 44 CFR (Emergency Management and Assistance—National Flood Insurance Program Regulations) pertaining to floodplain management.

(Ord. No. [2019.03.25](#), § 1, 3-25-19)

Sec. 34-67. - Duties and responsibilities of the floodplain administrator.

Duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:

- (1) Maintain and hold open for public inspection all records pertaining to the provisions of this article.
- (2) Review permit application to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding.
- (3) Review, approve or deny all applications for development permits required by adoption of this article.
- (4) Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
- (5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the floodplain administrator shall make the necessary interpretation.
- (6) Notify, in riverine situations, adjacent communities and the state coordinating agency which is (list the name of the state NFIP coordinating agency), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
- (7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
- (8) When base flood elevation and 0.2 percent chance flood elevation data has not been provided in accordance with section 34-36, the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation data, 0.2 percent chance flood elevation data, and floodway data available from a federal, state or other source, in order to administer the provisions of division 3.
- (9) When a regulatory floodway has not been designated, the floodplain administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
- (10) Under the provisions of 44 CFR chapter 1, section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community first completes all of the provisions required by section 65.12.

(Ord. No. [2019.03.25](#), § 1, 3-25-19)

Sec. 34-68. - Permit procedures.

- (a) Application for a floodplain development permit is required in addition to any other permit that may be required for any development activity in areas of special flood hazard. The application shall be

presented to the floodplain administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

- (1) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
 - (2) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;
 - (3) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of section 34-93;
 - (4) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development;
 - (5) Maintain a record of all such information in accordance with subsection 34-67(1);
- (b) Approval or denial of a floodplain development permit by the floodplain administrator shall be based on all of the provisions of this article and the following relevant factors:
- (1) The danger to life and property due to flooding or erosion damage;
 - (2) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (3) The danger that materials may be swept onto other lands to the injury of others;
 - (4) The compatibility of the proposed use with existing and anticipated development;
 - (5) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (6) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
 - (7) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
 - (8) The necessity to the facility of a waterfront location, where applicable;
 - (9) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.

(Ord. No. 2019.03.25, § 1, 3-25-19)

Sec. 34-69. - Variance procedures.

- (a) The board of adjustment, as established by the community, shall hear and render judgment on requests for variances from the requirements of this article.
- (b) The board of adjustment shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this article.
- (c) Any person or persons aggrieved by the decision of the appeal board may appeal such decision in the courts of competent jurisdiction.
- (d) The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

- (e) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the state inventory of historic places, without regard to the procedures set forth in the remainder of this article.
- (f) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level or 0.2 percent chance flood elevation, providing the relevant factors in subsection 34-68(a)(3) of this article have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
- (g) Upon consideration of the factors noted above and the intent of this article, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this article (section 34-33).
- (h) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (i) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (j) Prerequisites for granting variances:
 - (1) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (2) Variances shall only be issued upon:
 - a. Showing a good and sufficient cause;
 - b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - (3) Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
- (k) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that: (i) the criteria outlined in subsections(a)-(i) of this section are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and/or the 0.2 percent chance flood and create no additional threats to public safety.

(Ord. No. [2019.03.25](#), § 1, 3-25-19)

Secs. 34-70—34-90. - Reserved.

DIVISION 3. - PROVISIONS FOR FLOOD HAZARD REDUCTION

Sec. 34-91. - General standards.

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

- (1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- (2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
- (4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,
- (7) Onsite waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

(Ord. No. [2019.03.25](#), § 1, 3-25-19)

Sec. 34-92. - Specific standards.

In all areas of special flood hazards where base flood elevation or 0.2 percent chance flood elevation data has been provided as set forth in section 34-36, subsection 34-67(8), or subsection 34-93(c), the following provisions are required:

- (1) *Residential construction.* New construction and substantial improvement of any residential structure shall have the lowest floor (including basement) and utilities elevated to two feet above the 0.2 percent chance flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection as proposed in subsection 34-68(a)(1), is satisfied.
- (2) *Enclosures.* New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
 - a. A minimum of two openings on separate walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - b. The bottom of all openings shall be no higher than one foot above grade.
 - c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(Ord. No. [2019.03.25](#), § 1, 3-25-19)

Sec. 34-93. - Standards for subdivision proposals.

- (a) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with sections 34-32 through 34-34 of this article.
- (b) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet floodplain development permit requirements of section 34-36; section 34-68; and the provisions of this division.
- (c) Base flood elevation and 0.2 percent chance flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or five acres, whichever is lesser, if not otherwise provided pursuant to section 34-36 or subsection 34-67(8) of this article.
- (d) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
- (e) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

(Ord. No. [2019.03.25](#), § 1, 3-25-19)

Sec. 34-94. - Standards for areas of shallow flooding (AO/AH zones).

Located within the areas of special flood hazard established in section 34-36, are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by pending or sheet flow; therefore, the following provisions apply:

- (1) All new construction and substantial improvements of residential structures have the lowest floor (including basement) and all utilities elevated to two feet above the elevation number in feet specified on the FIRM for the site or at least three feet above the highest adjacent grade if no depth number is specified.
- (2) A registered professional engineer or architect shall submit a certification to the floodplain administrator that the standards of this section, as proposed in subsection 34-68(a)(1) are satisfied.
- (3) Require within zones AH or AO adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

(Ord. No. [2019.03.25](#), § 1, 3-25-19)

Sec. 34-95. - Floodways.

Located within areas of special flood hazard established in section 34-36, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

- (1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
- (2) If subsection (1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this division.

- (3) Under the provisions of 44 CFR chapter 1, section 65.12, of the National Flood Insurance Program Regulation, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first completes all of the provisions required by section 65.12.

(Ord. No. [2019.03.25](#), § 1, 3-25-19)

Sec. 34-96. - Severability.

If any section, clause, sentence, or phrase of this article is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this article.

(Ord. No. [2019.03.25](#), § 1, 3-25-19)

Sec. 34-97. - Penalties for noncompliance.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this court order and other applicable regulations. Violation of the provisions of this court order by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this court order or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$2,000.00 per day or imprisoned for not more than one year, or both, for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the floodplain administrator from taking such other lawful action as is necessary to prevent or remedy any violation.

(Ord. No. [2019.03.25](#), § 1, 3-25-19)

DIVISION 4. - FLOODPLAIN MANAGEMENT

Sec. 34-98. - Statutory authorization, findings of fact and purpose.

National Flood Insurance Program Compliance. This division is adopted to comply with the rules and regulations of the National Flood Insurance Program codified as 44 Code of Federal Regulations Parts 59—78, as amended, so as to maintain the community's eligibility in the National Flood Insurance Program.

(Ord. No. [2019.03.25](#), § 1, 3-25-19)

Sec. 34-99. - General provisions.

- (a) *Definitions.* Unless specifically defined below, words or phrases used in this division shall be interpreted so as to give them the same meaning as they have in common usage and so as to give this division its most reasonable application.

Accessory use or structure means a use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

Flood fringe means that portion of the 100-year floodplain outside of the floodway.

Obstruction means any dam, wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation, dredged spoil, channel modification, culvert, building, wire, fence, stockpile, refuse, fill, structure, stockpile of sand or gravel or other material, or matter in, along, across, or projecting into any

channel, watercourse, lake bed, or regulatory floodplain which may impede, retard, or change the direction of flow, either in itself, or by catching or collecting debris carried by floodwater.

- (b) *Annexations.* The flood insurance rate map panels adopted by reference into section 34-36 of this article may include floodplain areas that lie outside of the corporate boundaries of the city at the time of adoption of this division. If any of these floodplain land areas are annexed into the city after the date of adoption of this division, the newly annexed floodplain lands shall be subject to the provisions of this division immediately upon the date of annexation into the city.
- (c) *Severability.* If any section, clause, provision, or portion of this division is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this division shall not be affected thereby.

(Ord. No. [2019.03.25](#), § 1, 3-25-19)

Sec. 34-100. - Conflict with pre-existing zoning regulations and general compliance.

- (a) *Compliance.* No new structure or land shall hereafter be used and no structure shall be constructed, located, extended, converted, repaired, maintained, or structurally altered without full compliance with the terms of this division and other applicable regulations which apply to uses within the jurisdiction of this division. Within the floodway and flood fringe, all uses not listed as permitted uses in section 34-101 of this division shall be prohibited. In addition, a caution is provided here that:
 - (1) New manufactured homes, replacement manufactured homes and certain recreational vehicles are subject to the general provisions of this division and specifically sections 34-101 of this division and subsection 34-93(e) of this article;
 - (2) Modifications, repair and maintenance, additions, structural alterations or repair after damage to existing nonconforming structures and nonconforming uses of structures or land are regulated by the general provisions of this division and specifically section 34-105; and
 - (3) As-built elevations for elevated structures must be certified by elevation surveys as' stated in section 34-104 of this division.

(Ord. No. [2019.03.25](#), § 1, 3-25-19)

Sec. 34-101. - Permitted uses, standards, and floodplain evaluation criteria.

- (a) *Permitted uses in the floodplain.* The following uses of land are permitted uses in a floodplain, as defined in the Federal Insurance Rate Map (FIRM) most recent revision:
 - (1) Any use of land which does not involve a structure, a fence, an addition to the outside dimensions to an existing structure (including a fence) or an obstruction to flood flows such as fill, excavation, or storage of materials or equipment.
 - (2) Any use of land involving the construction of new structures, a fence, the placement or replacement of manufactured homes, the addition to the outside dimensions of an existing structure (including a fence) or obstructions such as fill or storage of materials or equipment, provided these activities are located in the flood fringe portion of the floodplain. These uses shall be subject to the development standards in subsection 34-101(2) of this division and the floodplain evaluation criteria in section 34-36 of this article as a basis for establishing the areas of special flood hazard.
- (b) *Standards for floodplain permitted uses.*
 - (1) Fill shall be properly compacted and the slopes shall be properly protected by the use of riprap, vegetative cover or other acceptable method. The Federal Emergency Management Agency (FEMA) has established criteria for removing the special flood hazard area designation for

certain structures properly elevated on fill above the 100-year flood elevation- FEMA's requirements incorporate specific fill compaction and side slope protection standards for multi-structure or multi-lot developments. These standards should be investigated prior to the initiation of site preparation if a change of special flood hazard area designation will be requested.

- (2) Storage of materials and equipment.
 - a. The storage or processing of materials that are, in time of flooding flammable, explosive, or potentially injurious to human, animal, or plant life is prohibited.
 - b. Storage of other materials or equipment may be allowed if readily removable from the area within the time available after a flood warning or if placed on fill to one foot above the base flood elevation.
- (3) No use shall be permitted that will adversely affect the capacity of the channels or floodways of any tributary to the main stream, or any drainage ditch, or any other drainage facility or system.
- (4) All structures, including accessory structures, additions to existing structures and manufactured homes (excluding enclosures), as defined in section 34-30 of this article, shall be constructed so that the lowest floor, including basement floor, is ~~two~~ one foot higher than the 0.2 percent elevation.
- (5) Limitation of lot fill for property located in areas with a ~~one percent~~ 0.2 percent or greater chance of flooding in any given year. These areas may be designated as zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AO, AR/AH, AR/A, VO, V1-30, VE, ~~or V, B, or X (shaded)~~. If the property is in an area with a ~~one~~ 0.2 percent or greater chance of flooding in any given year, the proposed improvements shall result in a no net increase in volume of material on the lot with the exception of the small amount of concrete material used on the lot for pier and beam raised foundation construction that may be permitted by the building official. A topographical survey performed under the supervision of a Texas Registered professional land surveyor should be completed prior to the demolition of any structures on the property to provide baseline conditions to determine the existing volume of material on the lot for the property. The elevations shall be based on current datum and vertical benchmark system being used by the city and should be at a maximum spacing of 25 feet throughout the property. The city will provide, upon request, locations and elevations of benchmarks available within the city. The topographical survey shall include as a minimum, the dimensions of all existing structures on the lot, the elevation of existing sidewalks, curb/gutters, ditches, storm sewers, sanitary sewers, elevations of slabs of existing structures, and the existing elevations of the lot. The builder's engineer preparing the drainage plan must provide supporting calculations and supporting data demonstrating that no net increase in volume of material is proposed.
- (6) Commercial and manufacturing uses. Accessory land uses, such as yards, railroad tracks, and parking lots may be at elevations lower than the one foot above the base flood elevation. However, a permit for such facilities to be used by the employees or the general public shall not be granted in the absence of a flood warning system that provides adequate time for evacuation if the area would be inundated to a depth and velocity such that when multiplying the depth (in feet) times velocity (in feet per second) the product number exceeds four upon occurrence of the base flood.

(Ord. No. [2019.03.25](#), § 1, 3-25-19)

Sec. 34-102. - Utilities, railroads, roads and bridges within the floodplain.

All utilities and transportation facilities, including railroad tracks, roads and bridges, shall be constructed in accordance with National Floodplain Insurance Program.

(Ord. No. [2019.03.25](#), § 1, 3-25-19)

Sec. 34-103. - Subdivisions.

Removal of special flood hazard area designation. The Federal Emergency Management Agency (FEMA) has established criteria for removing the special flood hazard area designated for certain structures properly elevated on fill above the 100-year and 500-year flood elevation. FEMA's requirements incorporate specific fill compaction and side slope protection standards for multi-structure or multi-lot developments. These standards should be investigated prior to the initiation of site preparation if a change of special flood hazard area designation will be requested.

(Ord. No. [2019.03.25](#), § 1, 3-25-19)

Sec. 34-104. - Administration.

- (a) *Permit required.* A permit issued by the floodplain administrator shall be secured prior to the erection, addition, modification, rehabilitation (including normal maintenance and repair), or alteration of any building or structure or portion thereof, the use or change of use of a building, structure, or land; the construction of a dam, fence, or onsite septic system, the change or extension of a nonconforming use, the repair of a structure that has been damaged by flood, fire, tornado, or any other source, or the placement of fill, excavation of materials or the storage of materials or equipment within the floodplain.
- (b) *State and federal permits.* Prior to granting a permit or processing an application for a variance, the applicant shall demonstrate to the city floodplain administrator that the applicant has obtained all necessary county, state, and federal permits.
- (c) *Certification of lowest floor elevations.* The applicant shall be required to submit certification (elevation certificate) by a registered professional engineer, or registered land surveyor that the finished building elevations were accomplished in compliance with the provisions of this article. The building official shall maintain a record of the elevation of the lowest floor (including basement) for all new structures and alterations or additions to existing structures in the floodplain.

(Ord. No. [2019.03.25](#), § 1, 3-25-19)

Sec. 34-105. - Nonconformities.

A structure or the use of a structure or premises which was lawful before the passage or amendment of this division but which is not in conformity with the provisions of this division may be continued subject to the following conditions.

- (1) No such use shall be expanded, changed, enlarged, or altered in a way which increases its nonconformity.
- (2) A structural alteration within the inside dimensions of a nonconforming use or structure is permissible provided it utilizes flood resistant materials so as not to result in increasing the flood damage potential of that use or structure. A structural addition to a structure must be elevated one foot above the base flood elevation in accordance with subsection 34-101(b)(4) of this division.
- (3) The cost of all structural alterations or additions to any nonconforming structure over the life of the structure shall not exceed 50 percent of the market value of the structure unless the conditions of this section are satisfied. The cost of all structural alterations and additions must include all costs such as construction materials and labor. A reasonable cost must be placed on all market value of the structure. If cost exceeds 50 percent of the market value, the structure must meet the standards of section 34-101 of this division for new structures.

- (4) If any nonconforming use of a structure or land or nonconforming structure is substantially damaged, it shall not be reconstructed except in conformity with the provisions of this division and other applicable provisions of this article.
- (5) If a substantial improvement occurs, as defined in section 34-30 of this article, from any combination of a building addition to the outside dimensions of the existing building or a rehabilitation, reconstruction, alteration, or other improvement to the inside dimensions of an existing nonconforming building, then the building addition and the existing nonconforming building must meet the requirements of section 34-101 of this division for new structures.

(Ord. No. 2019.03.25, § 1, 3-25-19)

Sec. 34-106. - Reserved.

ARTICLE III. - STORMWATER DETENTION²¹

Footnotes:

--- (2) ---

Editor's note— Ord. No. 979, § 1, adopted October 22, 2007, enacted provisions intended for use as div. 4, §§ 34-97—34-101. For purposes of classification, and in order to facilitate indexing, said provisions have been redesignated as art. III, §§ 34-107—34-111.

Sec. 34-107. - Stormwater detention.

The intention of stormwater detention is to mitigate the effect of the new development, redevelopment, or in-fill development (as defined below) on an existing drainage system. Stormwater detention volume is based on increased impervious cover and is calculated at the minimum rates set forth in section [34-110]. The city will not assume any maintenance responsibility on or within private detention facilities.

(Ord. No. 979, §1(34-97), 10-22-07)

Sec. 34-108. - Definitions.

Design storm. Rainfall intensity upon which the drainage facility will be sized.

Development. The term includes new development, redevelopment and in-fill development.

In-fill development. Development of open tracts of land in areas where the storm drainage infrastructure is already in place and takes advantage of the existing infrastructure as a drainage outlet.

New development. Development of open tracts of land in areas where the storm drainage infrastructure has not been constructed and a drainage outlet must be extended to a channel under the jurisdiction of the Harris County Flood Control District (HCFCD).

Redevelopment. A change in land use that alters the impervious cover from one type of development to either the same type or another type and takes advantage of the existing infrastructure in place as a drainage outlet.

(Ord. No. 979, §1(34-98), 10-22-07)

Sec. 34-109. - Application of detention requirements.

- (1) The use of onsite detention is required for all developments within the city and for utility districts within the city. If the criteria conflicts with the county (HCFCD) or other jurisdictions the most restrictive criteria shall govern.
 - (2) If new development, redevelopment, or in-fill development drains directly into a channel maintained by HCFCD, then HCFCD criteria prevails. If new development, redevelopment or in-fill development drains directly to a roadside ditch, drainage ditch or storm sewer maintained by the county then the criteria in Regulations of Harris County, Texas for the approval and acceptance of infrastructure governs; however, for all cases of multiple regulatory jurisdiction, paragraph 9.02, G takes precedence.
 - (3) If the drainage system outfalls directly into a channel maintained by HCFCD, and the requirements of HCFCD include payment of an impact fee, then no further impact fee will be required by the city.
 - (4) If redevelopment occurs without increasing the overall impervious character of the site, then no detention will be required by the city.
 - (5) The detention basin must be have a minimum setback of 30 feet.
 - (6) ~~A waiver of detention requirements may be requested if the following conditions are satisfied:~~
 - a. ~~Development is located in an area determined by the city to not need detention due to the geographical location in the watershed, the development's proximity to regional facilities, or the capacity of the receiving outfall facilities. Such conclusion by the city shall be supported by submittal of a hydraulic report as described in subsection (6)b below.~~
 - b. ~~Hydraulic report. Submit a hydraulic analysis prepared, signed, and sealed by a professional engineer, registered in the State of Texas, to demonstrate compliance with the conditions stated in this chapter. The hydraulic analysis shall consider:~~
 1. ~~The current developed condition of the watershed of the stormwater conveyance system, and~~
 2. ~~The fully developed condition of the watershed. The probable land use for the fully developed condition will be determined by the design engineer for review and approval by the city. The hydraulic analysis shall demonstrate no negative impact to upstream or downstream conditions and shall demonstrate that a positive impact will be achieved (reduced flood crest) due to the exemption.~~
- (6) Hydrograph timing cannot be used as a substitute for detention.

(Ord. No. 979, §1(34-99), 10-22-07)

Sec. 34-110. - Calculation of detention volume.

- (1) Detention volume for development areas is calculated on the basis of the ~~amount of area of increased impervious cover area of new development.~~
- (2) ~~Areas less than 50 1 acres: Detention will be required at a rate of 0.50 acre-feet per acre of increased impervious cover new development area.~~
- (3) Areas between 1 and 50 acres: Detention will be required at a minimum rate of 0.55 acre-feet per acre of new development area, except a single-family residential structure and accessory buildings proposed on an existing lot is exempt from providing detention.
- (334) Areas greater than 50 acres: Reference HCFCD Criteria Manual.
- (454) Private parking areas, private streets, and private storm sewers may be used for detention provided the maximum depth of ponding does not exceed nine inches directly over the inlet, and

Commented [A2]: What is this referring to?

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

Commented [A3]: Sec. 34-109 (1) takes precedence

Commented [A4]: Hydrograph timing cannot be used as a substitute for detention.

Formatted: Indent: Left: 0", First line: 0"

Commented [A5]: Or just note areas less than 50 acres would require a minimum rate of 0.55 acre-feet per acre.

paved parking areas are provided with signage stating that the area is subject to flooding during rainfall events.

(Ord. No. 979, §1(34-100), 10-22-07)

Sec. 34-111. - Types of detention facilities.

(1) The type of detention basin facility acceptable in the city is a naturalized basin in which standing shallow pools of water is allowed to exist along the bottom of the basin and support natural or wetlands vegetation. This type of basin is only maintained around the sides and perimeter and involves special design considerations at the outfall structure. Designing this type of facility must be approved by the city and must consider the aesthetics of the surrounding area. The perimeter of the basin which can be seen from any roadway shall be screened with approved landscaping.

(2) Calculation of outlet size.

- a. Detention pond discharge pipe into an existing city storm sewer facility (ditch or storm sewer):
 - 1. *Maximum pool elevation at or below the design hydraulic grade at the drainage system outfall.* The discharge line shall be sized for the design storm with the discharge pipe flowing full. The pond will float on the drainage system to provide maximum benefit.
 - 2. *Maximum pool elevation at or above the hydraulic grade at the drainage system outfall.* Provide a reducer or restrictor pipe to be constructed inside the discharge line. The discharge line shall be sized for the design storm with the discharge pipe flowing full.
- b. Reducer or restrictor pipes shall be sized as follows:
 - 1. *Allowable discharge rate.* Use the lowest of the discharge rates described below:
 - i. Restrictor pipes will provide a combination of low level and high level controlled release from the detention basin. The low level restrictor pipe (primary orifice) shall be sized to provide a release rate of 0.5 CFS/acre when the detention basin water depth reaches 25 percent of full basin depth. The low level restrictor pipe (primary orifice) shall be located at the bottom of the basin to provide complete drainage of the pond. The high level restrictor pipe (secondary orifice) shall be sized to provide a combined release rate (from the primary orifice and secondary orifice) of 2.0 CFS/acre at full basin depth. The high level restrictor (secondary orifice) shall begin releasing flow when detention basin water depth reaches 75 percent of full basin depth. The combined rate of 2.0 CFS/acre is the approximate discharge from an undeveloped tract for the 100-year storm.
 - ii. Flow discharged to the storm drain shall not exceed the proportional amount of pipe capacity allocated to the development. The proportional amount of pipe capacity allocated to the development shall be determined by the ratio of the area (acres) of the development (in storm drain watershed) divided by the total drainage area acres) of the storm drain multiplied by the capacity of the storm drain.
 - 2. Use the following equations to calculate the required outflow orifice:

Q	=	CA ^{1.2} g Vh
D		Q ^{1/2} (2.25h ^{1/4})

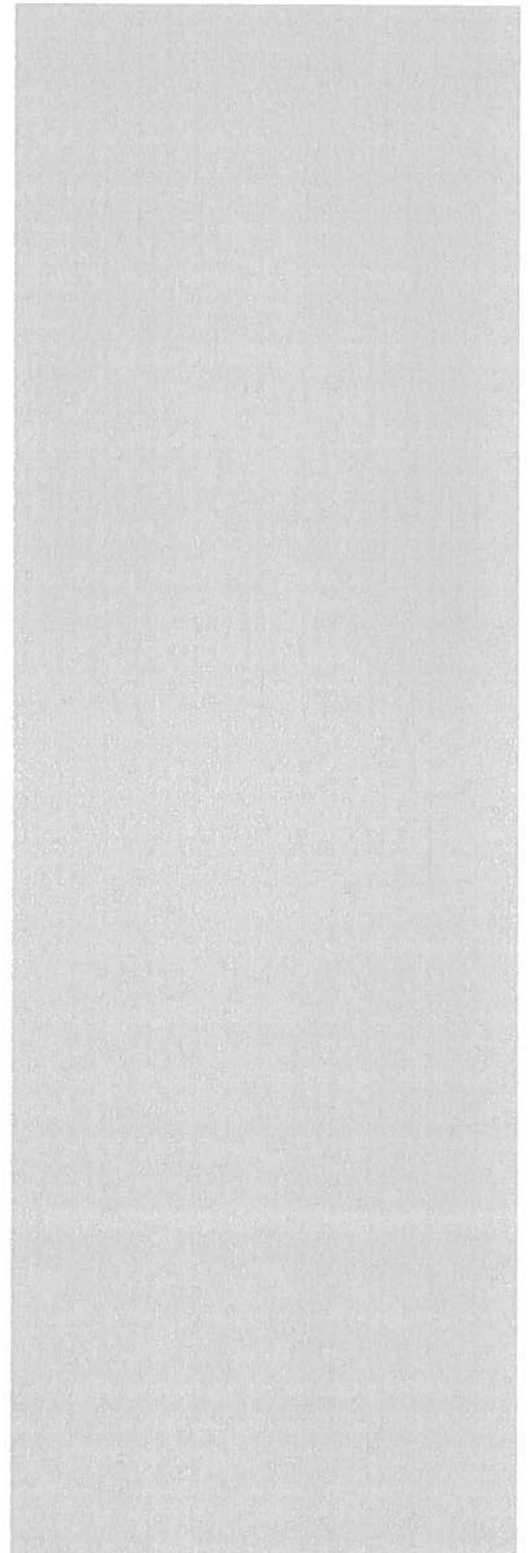
=	
Where	
Q	= outflow discharge (cfs)
C	= coefficient of discharge
	= 0.8 for short segment of pipe
	= 0.6 for opening in plates, standpipes, or concrete walls
A	= orifice area (square feet)
g	= gravitational factor (32.2)
h	= head, water surface differential (feet)
D	= orifice diameter (feet)

3. Restrictor shall be either of the required diameter or of the equivalent cross-sectional area. The orifice diameter D shall be a minimum of 0.5 feet.

c. In addition to a pipe outlet, the detention basin shall be provided with a gravity spillway that will protect structures from flooding should the detention basin be overtopped.

(3) *Ownership and easements.*

a. *Private facilities.*



1. Pump discharges into a roadside ditch requires the submittal of pump specifications on the design drawings.
 2. The city reserves the right to prohibit the use of pump discharges where their use may aggravate flooding in the public right-of-way.
 3. Responsibility for maintenance of the detention facility must be indicated by letter submitted to the city as part of the design review.
 4. All private properties being served have drainage access to the pond. Dedicated easements may be required.
 5. No public properties drain into the detention area.
 6. A private maintenance agreement is provided when multiple tracts are being served.
- b. *Public facilities.*
1. Facilities will only be accepted for maintenance by the city within the city limits in cases where public drainage is being provided.
 2. The city requires a maintenance work area of 30-foot width surrounding the extent of the detention area. Public rights-of-way or permanent access easements may be included as a portion of this 30-foot width.
 3. A dedication of easement shall be provided by plat or by separate instrument.
 4. Proper dedication of public access to the detention pond must be shown on the plat or by separate instrument. This includes permanent access easements with overlapping public utility easements.
 5. Backslope drainage systems are required where the natural ground slopes towards the drainage basin and should comply with criteria provided in HCFCD Criteria Manual. A basin that is within 30 feet of a parking lot or roadway with berms that drain away from the basin does not require a backslope swale.

(Ord. No. 979, §1(34-101), 10-22-07)

Secs. 34-112—34-119. - Reserved.

ARTICLE IV. - LIMITATION ON FILL FOR NEW DEVELOPMENT

Sec. 34-120. - Objective and purpose of article.

- (a) To prevent storm water from being displaced from newly developed property onto adjacent property by limiting the amount of fill allowed on newly developed property.
- (b) Development inside the ~~100~~500-year flood plain will still be required to conform with the existing requirements provided for in article II of this chapter, establishing a zero net fill requirement for any fill in the existing ~~500~~100-year flood plain.
- (c) It is not the intent of the ordinance to change any of the established city drainage criteria. All applicants must meet the requirements established in this section plus the current drainage criteria established by the city.

(Ord. No. 2015.07.27, § 2, 7-27-15)

Sec. 34-121. - Definitions.

Unless specifically defined below, words or phrases used in this section shall be interpreted to give them the meaning they have in common usage and to give this article its most reasonable application.

100-year flood plain means the area that is subject to a one percent or greater chance of flooding in any given year.

500-year flood plain means the area that is subject to a 0.2 percent or greater chance of flooding in any given year.

Base flood elevation means the water surface elevation resulting from a 100-year (one percent chance) storm event. ~~means the elevation of the 100-year flood plain is located at.~~

Elevated structure means any area of a walled or roofed building having the bottom of the lowest horizontal structure member of the floor elevated above the ground.

High bank means the edge at which the ditch, gully, ravine, creek, bayou or swale is defined. The high bank in this ordinance shall be the high bank closest to the proposed development.

Pier and beam foundation construction means the floor of the structure is elevated above the ground, supported by a number of piers and beams, such that flood waters may raise and recede under the floor of the structure. The area under the structure should be graded such that water will not pond.

Structure means any area of a walled or roofed building.

(Ord. No. [2015.07.27](#), § 2, 7-27-15)

Sec. 34-122. - Limitation on lot fill for property.

- (a) The height to which any point on the lot can be filled, other than the foundation, shall be limited to no more than the amount needed to create a maximum elevation equal to a one percent slope from the existing top of curb, edge of road (if no curb exists), existing high bank or property lines (whichever is closer to the development) from all sides.
- (b) In no case shall more than 12 inches of fill be allowed on any lot.
- (c) Existing elevations which are higher than the calculated elevations are not required to be cut to meet the requirements of this section. The calculation only applies to additional fill above the existing ground elevation (pre-construction elevations).
- (d) All fill used on property located inside the ~~400~~500-year flood plain shall comply with zero net fill requirements that are established in article III of this chapter.

(Ord. No. [2015.07.27](#), § 2, 7-27-15)

Sec. 34-123. - Fill on non-conforming lots.

Fill that is added to non-conforming lots it shall comply with the rules provided for in section 34-122 above. However, because of the limitations of size the property, an allowable height of six inches located in the middle of the property will be allowed and sloped back to the property line.

(Ord. No. [2015.07.27](#), § 2, 7-27-15)

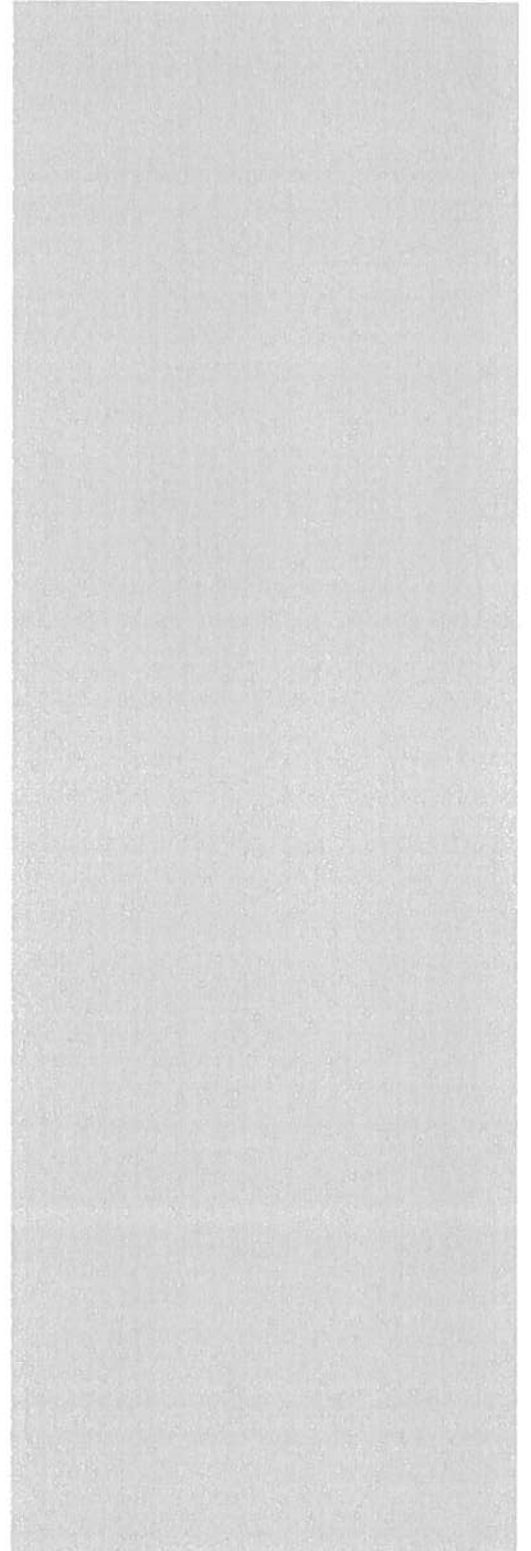
Sec. 34-124. - Appeal.

- (a) If an appeal from the requirements provided for in this article is requested, the developer or owner's representative shall submit such appeal in writing to the city's building official. The developer or owner's representative shall meet with the city's building official and city engineer to discuss the

appeal. Each appeal will be evaluated individually. The developer or owner's representative must produce additional information that is requested to verify that the proposed improvement will not negatively affect adjacent properties. The city engineer's and city building official's decision on allowable fill shall be based on all information provided.

- (b) The developer or owner's representative may appeal the decision of the city's building official and city engineer to the city administrator. The decision of the city administrator shall be final.

(Ord. No. 2015.07.27, § 2, 7-27-15)



Council Agenda Item Cover Memo

**11/23/2020
Date of Meeting**

To: Mayor and City Council

Agenda Item:

Discuss and take possible action on quotes received for Phase 2 of citywide restriping of stop bars and crosswalks on N. Piney Point Rd, Hedwig, Memorial, San Felipe, Claymore, and S. Piney Point Rd.

SUMMARY/BACKGROUND (WHY): The City requested that HDR obtain quotes for Phase 2 of restriping the stop bar and crosswalk striping throughout the City. The quotes include the removal of existing striping, striping with Type I reflective thermoplastic pavement markers, and traffic control at each location. A summary of quotes and the quotes received are included in the agenda packet.

STAFF RECOMMENDATION:

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

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

PREPARED BY: Joe Moore

ATTACHMENTS: Yes

Summary of Quotes
Citywide Restriping Phase 2
City of Piney Point Village
HDR Job No. 20-004

Contractor	Total Quote
PMI Az	\$29,961.25
Highway 1 LLC	\$33,181.00
T-Construction	Declined to Bid
Represents the lowest Quote	



QUOTATION

11/18/2020

Quotation Expires In 45 Days

RE : PINEY POINT VILLAGE phase 2

Project Number : 00001

Bid Date : 11/18/2020

Bid Number : 201349

Attn : JOE MOORE

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
0502 6019	BARR, SIGNS, TRAF HANDLE (TY-1)	5 LS	\$75.000	\$375.00
666 2041	REFL PAV MRK TY I (W) 12"(SLD)(090MIL)	4,775 LF	\$2.250	\$10,743.75
666 2047	REFL PAV MRK TY I (W) 24"(SLD)(090MIL)	1,545 LF	\$4.500	\$6,952.50
677 2005	ELIM EXT PAV MRK & MRKS (12")	4,775 LF	\$1.500	\$7,162.50
677 2007	ELIM EXT PAV MRK & MRKS (24")	1,525 LF	\$3.100	\$4,727.50
			Total Bid:	\$29,961.25

BID CONDITIONS

Our Quotation Excludes the Following : Survey, Sales Tax, Bonds, and permits, are not included.

Mobilization are determined by the Contractor or the Phasing of the project. This Quote includes 4 Mobs. Each Additional Mob @ \$1,000.00.

GENERAL INFORMATION

Insurance:	Travelers	Workman's Comp:	Travelers
Policy #:	6F703863	Federal ID Number:	86-0679854
General Aggregate:	\$2,000,000.00	TX Tax :	86-0679854
ProdCmp/Ops Aggregate:	\$2,000,000.00	Bond Rate:	\$15.00/1000.00(Min \$100)
Auto/Sgl Limit Liability:	\$1,000,000.00	Contractor's License:	280635
Umbrella:	\$5,000,000.00		201349

Highway



Highway 1 LLC
 20411 Cook Road
 Tomball, TX 77377
 (O) 713-344-1279
 www.highway1tx.com

Estimate

Bid Date	Estimate #
11/18/2020	20-1072

Contractor / Address
City of Piney Point 7676 Woodway Suite 300 Houston, TX 77063

Project Location
Stop Bar & Crosswalk PH 2

Bid Number	Description	Estimated Units	U/M	Unit Price	Total
N. Piney Point Rd and Hedwig Rd.					
502 6001	1. Traffic Control, complete in place, the sum of:	1	LS	50.00	50.00
Thermopl...	2. 24" wide solid white Type I reflective pavement markers (thermoplastic) for stop bars, complete in place, the sum of:	190	LF	6.15	1,168.50
0666 6042	3. 12" wide solid white Type I reflective pavement markers (thermoplastic) for crosswalks, complete in place, the sum of:	365	LF	3.07	1,120.55
0677 6007	4. Remove existing 24" white striping, the sum of:	190	LF	2.15	408.50
0677 6005	5. Remove existing 12" white striping, the sum of:	365	LF	1.15	419.75
Claymore					
502 6001	1. Traffic Control, complete in place, the sum of:	1	LS	50.00	50.00
Thermopl...	2. 24" wide solid white Type I reflective pavement markers (thermoplastic) for stop bars, complete in place, the sum of:	160	LF	6.15	984.00
0666 6042	3. 12" wide solid white Type I reflective pavement markers (thermoplastic) for crosswalks, complete in place, the sum of:	310	LF	3.07	951.70
0677 6007	4. Remove existing 24" white striping, the sum of:	160	LF	2.15	344.00
0677 6005	5. Remove existing 12" white striping, the sum of:	310	LF	1.15	356.50
Memorial Dr.: Memorial Pt. to Greenbay Dr.					
502 6001	1. Traffic Control, complete in place, the sum of:	1	LS	50.00	50.00
Thermopl...	2. 24" wide solid white Type I reflective pavement markers (thermoplastic) for stop bars, complete in place, the sum of:	770	LF	6.15	4,735.50
0666 6042	3. 12" wide solid white Type I reflective pavement markers (thermoplastic) for crosswalks, complete in place, the sum of:	2,440	LF	3.07	7,490.80
0677 6007	4. Remove existing 24" white striping, the sum of:	750	LF	2.15	1,612.50
0677 6005	5. Remove existing 12" white striping, the sum of:	2,440	LF	1.15	2,806.00
S. Piney Point Rd.					
502 6001	1. Traffic Control, complete in place, the sum of:	1	LS	50.00	50.00
Thermopl...	2. 24" wide solid white Type I reflective pavement markers (thermoplastic) for stop bars, complete in place, the sum of:	120	LF	6.15	738.00
0666 6042	3. 12" wide solid white Type I reflective pavement markers (thermoplastic) for crosswalks, complete in place, the sum of:	110	LF	3.07	337.70
0677 6007	4. Remove existing 24" white striping, the sum of:	120	LF	2.15	258.00
0677 6005	5. Remove existing 12" white striping, the sum of:	110	LF	1.15	126.50
San Felipe St.: Memorial Dr. to Farnham Pk.					
502 6001	1. Traffic Control, complete in place, the sum of:	1	LS	50.00	50.00

Highway



Highway 1 LLC
 20411 Cook Road
 Tomball, TX 77377
 (O) 713-344-1279
 www.highway1tx.com

Estimate

Bid Date	Estimate #
11/18/2020	20-1072

Contractor / Address
City of Piney Point 7676 Woodway Suite 300 Houston, TX 77063

Project Location
Stop Bar & Crosswalk PH 2

Bid Number	Description	Estimated Units	U/M	Unit Price	Total
Thermopl...	2. 24" wide solid white Type I reflective pavement markers (thermoplastic) for stop bars, complete in place, the sum of:	305	LF	6.15	1,875.75
0666 6042	3. 12" wide solid white Type I reflective pavement markers (thermoplastic) for crosswalks, complete in place, the sum of:	1,550	LF	3.07	4,758.50
0677 6007	4. Remove existing 24" white striping, the sum of:	305	LF	2.15	655.75
0677 6005	5. Remove existing 12" white striping, the sum of:	1,550	LF	1.15	1,782.50

- *Estimate does not include performance bond or association dues.
- *Retainage will not be held on our work unless withheld by owner on GC.
- *Minimum charge of \$1,750 will be accessed on any work preformed.
- *Traffic control estimate (Monthly Rental) does not include arrow board, message board, attenuator truck, concrete/water barriers, flaggers, uniformed police officers, or labor in operating or maintaining lanes closures.
- *Sales tax will be billed accordingly unless a tax exemption certificate is provided.
- *There will be a 3.5% charge on credit card transactions.
- *Quantities will be field measured and billed accordingly.
- *2 weeks prior notification for mobilization and material aquisitions.

Sales Tax (8.25%)	\$0.00
Total	\$33,181.00

Signature _____

Lundquist, Presley

From: Hector Olivares <holivares@TCONSTRUCTIONLLC.COM>
Sent: Thursday, November 19, 2020 8:37 AM
To: Lundquist, Presley; Yonin Villares
Cc: Moore, Joseph
Subject: RE: Request for Quote - Piney Point Village Restriping Phase 2

CAUTION: [EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Presley, upon checking with Yonin, we want to thank you and the City of Piney point for providing us the opportunity to bid this project; however, the subcontractor we use was not able to provide us pricing on time, we unfortunately have to miss this bid.

Thank you

Hector Olivares Project Manager, T Construction LLC



Office: 832-582-8420
Mobile: 832-499-9526
Email: holivares@tconstructionllc.com
Website: www.tconstructionllc.com
Address: 12601 McNair St. Houston, TX 77015

From: Lundquist, Presley <Presley.Lundquist@hdrinc.com>
Sent: Thursday, November 19, 2020 8:33 AM
To: Yonin Villares <yvillares@tconstructionllc.com>
Cc: Hector Olivares <holivares@TCONSTRUCTIONLLC.COM>; Moore, Joseph <Joseph.Moore@hdrinc.com>
Subject: RE: Request for Quote - Piney Point Village Restriping Phase 2

Yonin,

Just following up on the quote request below. If you are planning to submit a quote, we would need it at 10:00AM at the latest in order to get the quotes on the council meeting agenda. If you are not going to submit a quote can you please reply to this email indicating as such?

Thank you,

Presley Lundquist, E.I.T.
D 713.576.3642

hdrinc.com/follow-us

From: Lundquist, Presley
Sent: Monday, November 16, 2020 5:09 PM
To: yvillares@tconstructionllc.com
Cc: Hector Olivares <holivares@TCONSTRUCTIONLLC.COM>; Moore, Joseph <joseph.moore@hdrinc.com>; Croley,

Aaron <Aaron.Croley@hdrinc.com>

Subject: Request for Quote - Piney Point Village Restriping Phase 2

Yonin,

The City of Piney Point Village, Texas has requested that we solicit quotes for roadway traffic striping on several streets including North Piney Point Road, Hedwig, Claymore, Memorial, South Piney Point Road and San Felipe . The attached files includes a quantity sheet with quantities broken down by street and a master exhibit. The quantities include removal and restriping of the existing pavement markers along these sections of road. If you are interested in submitting the quote, please provide a quote by COB Wednesday, November 18th. If you are not interested, please reply back to this email indicating so.

If you have any questions, please do not hesitate to contact myself or Joe Moore at 713.622.9264.

Thanks,

Presley Lundquist, E.I.T.

HDR
4828 Loop Central Drive, Ste. 800
Houston, TX 77081
D 713.576.3642
presley.lundquist@hdrinc.com

hdrinc.com/follow-us

Council Agenda Item Cover Memo

11/23/2020
Date of Meeting

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

SUMMARY/BACKGROUND (WHY): The City has requested that updates to current projects be summarized in an Engineer's Report. The Engineer's Report for this month includes updates to the Surrey Oaks Lane Project, the Beinhorn Road Project, the Wilding Lane Project, the 2020 Paving Project, Chuckanut, other various maintenance projects, and future projects.

STAFF RECOMMENDATION: _____

ESTIMATED COST: N/A **FUNDING SOURCE:** _____

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

PREPARED BY: Joe Moore

ATTACHMENTS: Yes



Engineer's Status Report

City of Piney Point Village

HDR Engineering, Inc.

City Council Meeting Date: November 19, 2020

CURRENT PROJECTS

1. Surrey Oaks Paving & Drainage Improvements

The final project closeout paperwork has been prepared. HDR is holding the closeout documents until dead sod between 11314 and 11310 Surrey Oaks is addressed and sod is laid in the 2-3 feet between the end of the cul-de-sac and the end of street fence. The resident at 11319 Surrey Oaks reported on 11/18 that their parking pad was soggy yesterday. HDR and RAC met the resident and their irrigation company on site to evaluate the issue. The irrigation company shut the irrigation system off at the meter and HDR and RAC will meet on site again to re-evaluate the soggy parking pad. Any issues with the MVWA water line located below the parking pad need to be eliminated before project closeout.

As previously discussed, the resident at 11315 has reported a small birdbath in their driveway. Below are pictures of the bird bath:







2. Beinhorn Drainage & Sidewalk Improvements Project

The project is substantially complete and all sidewalk repairs included in the project by Change Order have been completed. An inspection was performed on the sidewalks by the Otten Consulting Group for TDLR compliance. One issue was found on the ramp slope at Kinkaid Drive and San Felipe. HDR will be coordinating with the Contractor to make the appropriate corrections. The Contractor has also reported the completion of the punch list items with the exception of the illuminated crosswalk sign. HDR will be verifying the completion of the punch list items on 11/19. The illuminated crosswalk should be delivered from the manufacturer around mid-December. Upon receipt and proper installation, HDR will begin project closeout.

3. Wilding Lane Drainage & Paving Improvements Project

HDR has been working with TR Grace to get the contract documents executed. TR Grace stated that their bonding company would not issue Payment and Performance bonds until the City had signed the contract, however the City does not need to enter a contract with the Payment and Performance bonds. HDR is continuing to coordinate the TR Grace to get this issue and several smaller issues resolved so that the contracts can be executed and preconstruction meetings and townhall meetings can be scheduled.

Anticipated project schedule:

- HDR & TR Grace Pre-Construction Meeting – First week of December
- Resident Townhall Meeting (Zoom) – Second week of December
- Notice to Proceed – Third week of December
 - Project setup work (SWPPP, Tree Protection, survey staking, submittals) activities only before the Christmas holidays.
 - No excavation or pavement removal until January.
 - Additional contract days to be negotiated with the Contractor for issuing Notice to Proceed before Christmas but requesting that they not begin excavation or pavement removal until January.

4. Chuckanut Lane

The ditch regrading work has been completed on the northside of Chuckanut along the east/west section of the road. This also included the removal of an 18-inch storm sewer pipe.

The resident at #7 Chuckanut reported standing water in the ditch in front of their house and at #5 Chuckanut (south of #7). The ditch dries at #1 Chuckanut which is in the cul-de-sac of Chuckanut (west side). HDR is evaluating ditch regrading options to determine if light ditch regrading without resetting driveway culverts will relieve the standing water. Additional information will be distributed at the Council meeting for discussion.

5. 2020 Paving Improvements

City Council awarded the project to AAA Asphalt at the last Council meeting. HDR issued the contracts to AAA to be executed. The contracts were delivered back to HDR but AAA needs to make a few minor corrections before the Contracts can be delivered to the City to



be signed. AAA Asphalt has reported no objections to starting the project in January to prevent any disruptions from construction to residents during the Christmas holidays.

6. Maintenance Projects

- Citywide Striping – Phase 1
 - i. This work has been completed
- Calico Lane Type A Inlet
 - i. This work is scheduled for the week after Thanksgiving
- S. Piney Point Road Guardrail Repair
 - i. The Contractor reported a start date of Thursday (11/19). They will be working on removal and replacement of the guardrail. The additional signage will be installed at a later date as the signs and poles will be powder coated to meet City spec.

7. Chapter 34 – City Flood Ordinance Revisions

This item will be discussed further in a separate agenda item.

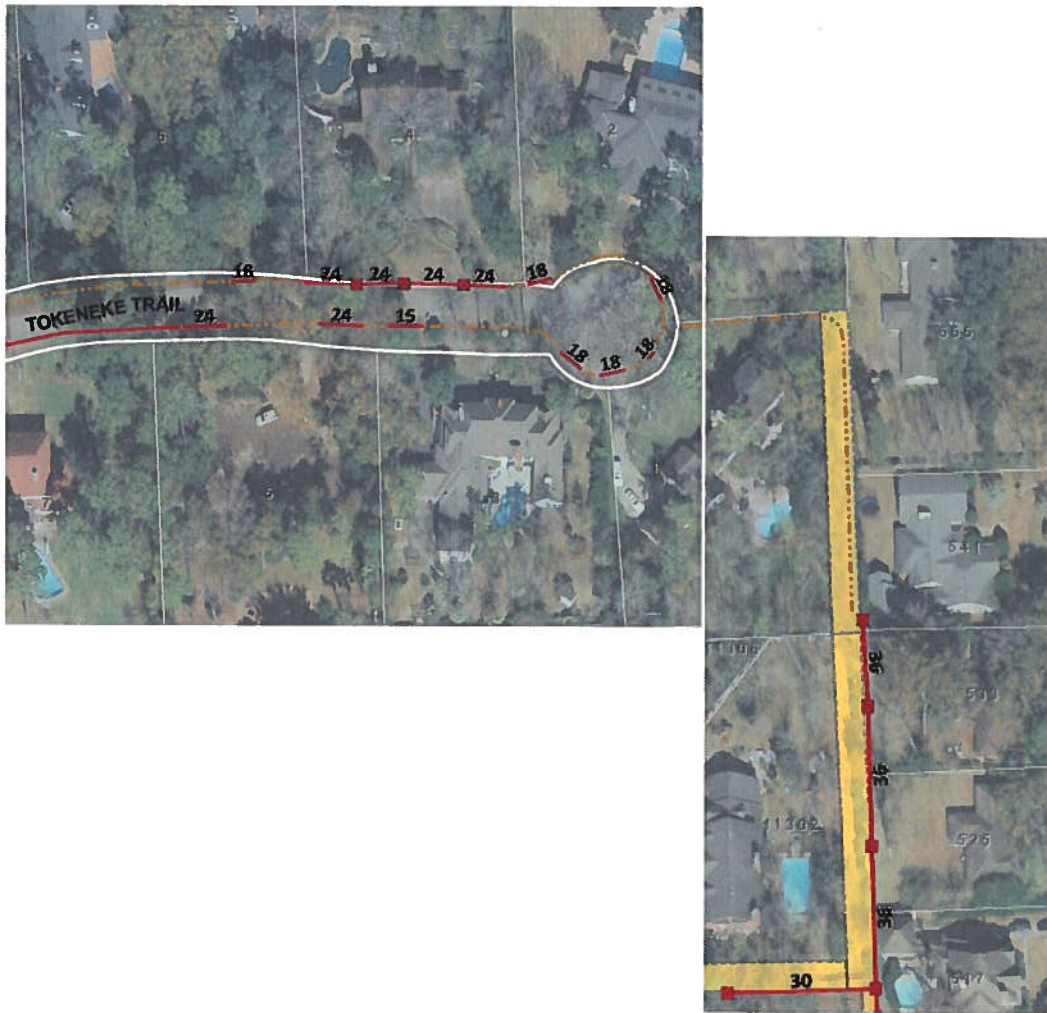
FUTURE PROJECTS

8. Texas General Land Office (TGLO) - Community Development Block Grant Mitigation Action Plan (CDBG-MIT)

The application was uploaded to the TGLO website on October 28th.

9. Tokeneke Drainage

A Lanecrest resident Mr. Kelly Coughlan has approached HDR and Dale about the possibility of installing storm sewer in the existing ditch behind 1 Tokeneke/541 Lanecrest/555 Lanecrest. The ditch drains runoff from approximately 2/3rd of Tokeneke along the north line of 1 Tokeneke and then turns south along the east property line of 1 Tokeneke. The ditch outfalls into a Type E Inlet and 30-inch storm sewer installed during the Claymore & Smithdale Project. The existing 30-inch pipe is approximately 5.5-feet deep and had adequate depth to be extended. The ditch was regraded by hand digging during the project to protect trees. The initial Opinion of Probable Construction Cost for discussion is approximately \$90,000 - \$100,000 however this could be refined with additional engineering, tree evaluation, survey, etc. Below is an exhibit of the existing drainage for discussion:



10. Memorial Drive Elementary Rebuild

As requested, HDR will schedule a meeting between SBISD and the City to begin discussions of the City’s expectations on the proposed rebuild.

The reported re-build schedule as reported by Travis Stanford, Director of Planning & Construction Services

- Design – Begin Jan. 2022 – 1 year duration
- Construction – Begin Jan. 2023 – 18 month duration
- Students to be in south transition campus until August 2024
- Project Advisory Board – Comprised of representatives from the Village – October or November 2021

11. 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
Total	\$ 3,857,015.00

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
Total	\$ 17,665,485.00

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)
 - Multiple point repairs are included in the 2020 Paving Improvements Project to address more immediate potholes and cracking along the street.
 - OPCC Asphalt Reclamation - \$933,500
 - OPCC Concrete Pavement - \$2,292,420
- S. Piney Point Road (Asphalt)
 - Multiple point repairs are included in the 2020 Paving Improvements Project to address more immediate potholes and cracking along the street.



- OPCC Asphalt Reclamation - \$528,450
- OPCC Concrete Pavement - \$1,079,315
- Lanecrest (Asphalt)
- North and South Country Squire (Concrete)
- Crack Sealing on Various Streets

12. 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 –
 - Contractor Reported Completion Date – August 18, 2020

- **Beinhorn Drainage & Sidewalk Improvements Project**
 - Anticipated Schedule –
 - Construction Notice to Proceed – March 9, 2020
 - Construction Completion Date – November 4, 2020

- **Wilding Lane Drainage & Paving Improvements Project**
 - Anticipated Schedule –
 - Pre-Construction Meeting: Early-December
 - Townhall Meeting: Mid- December
 - Start of Construction: Mid-December

- **2020 Paving Improvements Project**
 - Anticipated Schedule –
 - Present Letter of Recommendation to Council: Monday, October 26, 2020
 - Contract Awards and Execution: November 2020
 - Construction Notice to Proceed: January 2021
 - Construction Completion: March 2021

**MINUTES
THE CITY OF PINEY POINT VILLAGE
REGULAR COUNCIL MEETING
MONDAY, OCTOBER 26, 2020**

THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE MET IN A REGULAR MEETING ON MONDAY, OCTOBER 26, 2020 AT 6:30 P.M. IN PERSON AT PINEY POINT CITY HALL AND VIA ZOOM TO DISCUSS THE AGENDA ITEMS LISTED BELOW.

**Zoom Meeting ID: 884 841 6839
Passcode: 3786960901**

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; Loren Smith, City Attorney; Joe Moore, City Engineer

DECLARATION OF QUORUM AND CALL TO ORDER
Mayor Kobelan called the meeting to order at 6:30 p.m.

PLEDGE OF ALLEGIANCE

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

Cary Moran, the Urban Forester was present and updated everyone regarding Arbor Day. Cary wanted to thank 2 organizations for their support and efforts. Cary thanked Ecclesia Church, Pastor Jim, and Rita for their continued support over the years. Cary thanked David Bain, the Pack Leader of Chapelwood Pack 641. Afterwards, they planted a Maple Tree at Blalock Circle and did a great job. These 2 organizations made it possible and fun.

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

Chief Schultz was present and provided the September monthly report.

- Budget: at the end of the third quarter the department has expended 71%. Each of the 3 Villages can expect a refund
- Vehicles: decommissioned 3 vehicles that went out for auction
- Personnel: all personnel are back at work
- Training: mandated state training has been completed; assigned first department wide training for De-escalation Tactics and COVID-19
- Emergency Repair: DVR failed. Replaced at a cost of \$2,900

- Project to identify old evidence and to seek court order to destroy old items beyond the statute of limitations
- Calls for services, and types and frequency of calls
- Golf Tournament Fundraiser on February 21, 2021 for first responders in the Villages at Houston Oaks Country Club

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

Commissioner Nash was present via Zoom and provided the monthly report.

- Vacancies: there are no vacancies
- Vehicles: The new vehicle is in the process of getting equipped; and the old truck is up for auction.
- Any surplus available this year will be applied to the facilities renovation
- Construction is going well
- Fire incidents, EMS incidents, and response times are within the national standard
- Commissioner Nash requested Roger, the City Administrator to write a letter of commendation to Taste of Texas for catering to the fire department and for most recently, the Family Day event
- COVID Cases: SBISD had several COVID cases that are not appearing on the information received from the health department. VFD is following up on this issue. MVPD has experienced the same issue and does a reconciliation.
- Council Member Kollenberg added that a formalization of the budget and EMS dedication will be on the next agenda. A letter will be sent to the cities requesting these items be included on the next agenda.

Mayor Kobelan moved Agenda Item # 10 after Agenda Item # 2

10. Discuss and take possible action on 9B Woods Edge

There was discussion. The developer submitted an appeal to the fill ordinance which requires the limitation of fill on the property to maximum elevation equal to a one percent slope from the existing top of curb not exceeding 12 inches. This property is located within the 500-year flood plain and required to build their finished floor 1-foot above the 500-year floodplain elevation. This requirement sets the finished floor elevation at approximately 7-feet above the curb elevation. The developer is meeting the fill ordinance in most locations on the property but is appealing the requirements in the ordinances for stairs in the front and for the garage and driveway. Council had concerns about drainage on the property, and to make aware of the plans to the other residents. Council also discussed possible future issues. With the City Engineer and Building Official aware of the issues Council Members Dodds, Kollenberg, Bender, Herminghaus, and Thompson acknowledged with the assurance that their concerns would be addressed.

Mayor Kobelan moved Agenda Item # 14 after Agenda Item # 10

14. Discuss and take possible action on 2020 Paving Improvements Bid Results and Letter of Recommendation

The City received bids for the 2020 Paving Improvements Project. There was discussion regarding adding parking spaces around the circle. Jim Cole, a resident of Arrowwood and a member of the Beautification Committee was present along with residents of Arrowwood who opposed the addition of parking spaces around the circle. Mr. Cole polled the street and determined 16 residents were for adding the parking spaces, 5 residents were against, and 1 resident was unreachable. After considerable discussion Council decided not to include the parking spaces around the circle. Council Member Dodds made a motion to accept the bid from AAA Asphalt without the parking spaces around the circle on Arrowwood. Council Member Bender seconded the motion and it passed unanimously.

3. Discuss and take possible action on HGAC Representative Designation

There was discussion to designate Council Member Herminghaus as the HGAC Representative and designate Council Member Dodds as the Alternate to the 2021 HGAC General Assembly. Council Member Dodds made the motion to designate Council Member Herminghaus as the HGA Representative and designate Council Member Dodds as the Alternate. Council Member Bender seconded the motion and it passed unanimously.

4. Discuss and take possible action on Harris County Public Library Interlocal Agreement

This item is regarding an agreement between Harris County and the City of Piney Point Village pertaining to the City's donation of \$1,500 to the Spring Branch Memorial Library. Council Member Bender made a motion to approve the Interlocal Agreement between Harris County and the City of Piney Point Village for a donation of \$1,500 to the Spring Branch Memorial Library. Council Member Herminghaus seconded the motion and it passed unanimously.

5. Discuss and take possible action on Harris County Agreement for Prisoners

Council Member Kollenberg made a motion to authorize the Mayor to execute the Interlocal Agreement with Harris County to house, support, maintain and confine prisoners. Council Member Bender seconded the motion and it passed unanimously.

6. Discuss and take possible action on Alarm Permits

Council discussed the current alarm permit registration process and fees. Council decided to authorize the city to pay the \$1.25 per transaction fee associated with the Easy Pay on-line feature. Council Member Thompson made a motion to allow electronic payment of alarm permits. Council Member Bender seconded the motion and it passed unanimously.

7. Discuss and take possible action on Kinkaid School

Kinkaid Representatives were present and explained they have in place new leadership and would like to develop a better relationship with the City of Piney Point Village. They presented their information regarding temporary classroom space, and their plan to bring all students back to school by the new year through the addition of temporary classrooms. There was considerable discussion. Council recommended that Kinkaid should follow the Specific Use Permit process by

submitting the SUP Application, go through the process, contact neighbors that may be affected, and to review the drainage plan.

8. **Discuss and take possible action on the Mayor's monthly report**
Mayor Kobelan shared his experience of attending a candidate forum in which Wesley Hunt, Mary Nan Huffman, who is running for District Attorney, and Tom Ramsey were present.
9. **Discuss and take possible action on the City Administrator's monthly report, including but not limited to:**
 - September 2020 Financials
 - Roger Nelson introduced the new employee, Jose Gomez. Jose described his background while in the US Marines. He was recently discharged from the Marines in March.
 - Council Member Bender suggested to the City Administrator that the City should apply for support through the Cares Act to navigate expenses impacted by the COVID-19 outbreak such as the AV equipment. The City Administrator indicated he has done this.
 - The City Administrator indicated he receives approximately 10 calls a day regarding issues within the city.
 - Council Member Kollenberg indicated we should be able to obtain a list of all properties and their appraised value for 2019 and 2020. The City should also be able to obtain a list of delinquent taxpayers before 2017.

Agenda Item # 10 was moved to the beginning of the agenda, after agenda item # 2

11. **Discuss and take possible action on City Restriping Quotes**
The City requested that HDR obtain quotes for restriping the stop bar and crosswalk striping on Blalock, N. Piney Point, Greenbay, Smithdale, and Hedwig. The quotes include the removal of existing striping, striping with Type I reflective thermoplastic pavement markers, and traffic control at each location. Council Member Bender made a motion to accept the quote from PMI. Council Member Herminghaus seconded the motion and it passed unanimously.
12. **Discuss and take possible action on Calico Type A Inlet Quotes**
The City received complaints from the resident at 11425 Calico Lane about sheet flow crossing Calico from north to south during heavy rain events and ponding around the existing inlet in his yard. The resident requested a second inlet to be installed to increase inlet capacity. The City requested HDR obtain quotes for installing an additional inlet in the ROW at 11425 Calico. The quotes include the installation of one Type A Inlet onto the existing 24" RCP. Council Member Bender made a motion to accept the quote from T Construction for \$8,125.00. Council Member Thompson seconded the motion and it passed unanimously.
13. **Discuss and take possible action on S. Piney Point Road Guardrail Improvement Quotes**
The City requested HDR obtain quotes for repairing and improving the guardrail at South Piney Point Road south of Memorial to increase visibility and motorist safety. Quotes were received from contractors to repair the existing guardrail,

extend the guardrail an additional 80-feet north, installation of reflector delineators on the guardrail, installation of two chevron arrow signs behind the guardrail to call attention to the left turn, and installation of a left turn warning and speed reduction sign in the median just south of Memorial Drive. Council Member Thompson made a motion to accept the quote from ISI Contracting for \$12,695.00. Council Member Bender seconded the motion and it passed unanimously.

Agenda Item # 14 was moved to the beginning of the agenda, after agenda item # 10

15. Discuss and take possible action on the HDR Proposal – 2020 Paving Improvements – authorization to begin Construction Management, Materials Testing and Construction Observation Phase Services

Council previously approved a portion of HDR's proposal for Professional Engineering Services for the 2020 Paving Improvements Project to provide bid phase services. Council requested that HDR present the proposal for the same project for the Professional Engineering Services to provide Construction Management, Materials Testing, and Construction Observation Phase Services during construction of the 2020 Paving Improvements Project. Council Member Herminghaus authorized HDR to begin Construction Management, Materials Testing and Construction Observation Phase Services. Council Member Thompson seconded the motion and it passed unanimously.

16. Discuss and take possible action on CDBG Acceptance of Application

CSRS, the grant administrator and HDR have prepared the application for the CDBG-MIT Grant to be submitted to the TGLO on October 28th. The application describes the work to be done on the projects. Council Member Thompson made a motion to accept the CDBG Application. Council Member Dodds seconded the motion and it passed unanimously.

17. Discuss and take possible action on CDBG HDR Contract

As part of the final submittal package to the GLO, the City must include an executed contract with their selected Engineer. Council Member Herminghaus made a motion to authorize the Mayor to sign the HDR contract for the Texas General Land Office Community Development Block Grant Mitigation Action Plan. Council Member Thompson seconded the motion and it passed unanimously.

18. Discuss and take possible action on the City Engineer's monthly report

- The Engineer's Report for this month includes updates to the Surrey Oaks Lane Project, the Beinhorn Road Project, the Wilding Lane Project, the 2020 Paving Project, Chuckanut, and other various maintenance projects, and future projects.
- On the Beinhorn Drainage & Sidewalk Improvements Project, the flashing crosswalk sign had a long delay time when ordered.
- On the Chuckanut Project the contractor is currently working on the sidewalk and will schedule the ditch regrading when a crew is available. The City Engineer will get a date the crew will begin.

- On the Summerhill and Chuckanut Ditch Regrading Project the contractor indicated that they would start on Summerhill and then Lacewood Lane.

19. Discuss and take possible action on the Minutes of the September 28, 2020 and the October 6, 2020 City Council meetings

Council Member Bender made a motion to approve the Minutes of the September 28, 2020 and the October 6, 2020 City Council Meetings. Council Member Dodds seconded the motion and it passed unanimously.

20. EXECUTIVE SESSION: The City Council will adjourn into closed executive session pursuant to Section 551.071 of the Texas Government Code (CONSULTATION WITH ATTORNEY), specifically regarding pending and potential litigation; and pursuant to Section 551.072 of the Texas Government Code

Council adjourned into a closed session at 8:51 p.m.
Council reconvened into open session at 9:07 p.m.

21. Action outside of Executive Session

No formal action taken

22. Adjourn

Council Member Herminghaus made a motion to adjourn. Council Member Bender seconded the motion and it passed unanimously. The meeting adjourned at 9:07 p.m.

PASSED AND APPROVED this 23rd day of November 2020

Mark Kobelan
Mayor

Karen Farris
City Secretary