



City of Piney Point Village

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

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

THE CITY OF PINEY POINT VILLAGE SPECIAL COUNCIL MEETING MONDAY, MARCH 1, 2021

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE WILL HOLD A SPECIAL MEETING ON MONDAY, MARCH 1, 2021 AT 6:30 P.M. AT CITY HALL, 7676 WOODWAY, SUITE 300, HOUSTON, TEXAS TO DISCUSS THE AGENDA ITEMS LISTED BELOW.

DECLARATION OF QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

Join Zoom Meeting

<https://us02web.zoom.us/j/8848416839>

Meeting ID: 884 841 6839

One tap mobile

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+1 301 715 8592 US (Washington DC) Meeting ID: 884 841 6839 Find your local number:

<https://us02web.zoom.us/j/kewho94zfy>

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 Ordinance 21.03.01 and Certification of Unopposed Candidates for the May 2021 General Election
4. Discuss and take possible action on DRC contract for debris removal for 2021
5. Discuss and take possible action on Bright Landscape – first Esplanade west of San Felipe on Memorial Drive
6. Discuss and take possible action on Blue Water Irrigation Systems
7. Discuss and take possible action on the Investment Policy
8. Discuss and take possible action on school trash deliveries before 7:00 a.m.
9. Discuss and take possible action regarding replacement Banners and Brackets
10. Discussion concerning upcoming public hearing and procedure for consideration of proposed changes to the Zoning Ordinance
11. Discuss and take possible action on the Mayor’s Monthly report
12. Discuss and take possible action on the City Administrator’s report, including but not limited to:
January 2021 Financials
13. Discuss and take possible action on Surrey Oaks Cost for Exposing Water Line
14. Discuss and take possible action on Beinhorn Rut Repair
15. Discuss and take possible action on the City Engineer’s monthly report
16. Discuss and take possible action on the minutes of the January 25, 2021 Council Meeting
17. Discuss and take possible action on future agenda items, meeting dates, etc.
18. EXECUTIVE SESSION: The City Council will adjourn into closed executive session pursuant to Section 551.071 of the Texas Government Code (CONSULTATION WITH ATTORNEY), and pursuant to Section 551.072 of the Texas Government Code (PERSONNEL), specifically to deliberate the appointment, evaluation, reassignment, duties, discipline, or dismissal of the City Administrator.
19. Consider and take possible action on the items discussed in Executive Session
20. Adjourn

CERTIFICATION

I certify that a copy of the March 1st 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 March 1, 2021. (CONSULTATION WITH ATTORNEY), and pursuant to Section 551.074 of the Texas Government Code (PERSONNEL), specifically to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Administrator.



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.

CLASSIC CHEST

TO: The Members of the City Council

FROM: Roger Nelson, City Administrator 

MEETING DATE: March 1, 2021

SUBJECT: MVPD Presentation

Agenda Item: 1

Discussion and take possible action on MVPD Monthly Report



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

Raymond Schultz
 Chief of Police

February 8, 2021

TO: MVPD Police Commissioners

FROM: R. Schultz, Chief of Police

REF: January Monthly Report

During the month of January MVPD responded/handled a total of 4,008 calls/incidents. 3,019 House watch checks were conducted. 129 traffic stops were initiated with 137 citations being issued for 218 violations. (Note: 11 Assists in Hedwig, 60 in Houston, 1 in Spring Valley and 0 in Hillshire)

Calls/Events by Village were:

<u>Village</u>	<u>Calls/YTD</u>	<u>House Watches/YTD</u>	<u>Accidents</u>	<u>Citations</u>	<u>Response Time</u>
Bunker Hill:	1377/1377	1077/1077	3	46	4 @3:17
Piney Point:	1153/1153	876/876	3	65	2@3:28
Hunters Creek:	1377/1377	1062/1062	6	19	10@3:43 16@3:36

Type and frequency of calls for service/citations include:

<u>Call Type</u>	<u>#</u>	<u>Call Type</u>	<u>#</u>	<u>Citations</u>	<u>#</u>
False Alarms:	142	Ord. Violations:	13	Speeding:	68
Accidents:	12	Information:	69	Exp. Registration:	22
ALPR Hits:	143	Suspicious Situations:	68	No Ins:	23
Assist Fire:	52	Welfare Checks:	10	No License	19
Assist EMS:	39			Stop Sign	9

This month the department generated a total of 77 police reports.

Crimes Against of Persons (2)

Assault (DV)	1
Assault	1

Crimes Against Property (28)

Burglary of a Motor Vehicle	1	Theft Misd.	4
Burglary of a Residence	1	Extortion	1
Fraud/ID	20	Forgery	1

Petty/Quality of Life Crimes/Events (47)

ALPR Hits (valid)	8	ALPR Hit Investigations	5
Misc. Reports	22	Information Reports	9
Death Calls	3		

Arrest Summary: Individuals Arrested (5)

Warrants	2	Felony	1
Class 3 Arrests	2	DWI	0

<u>Budget YTD:</u>	<u>Expense</u>	<u>Budget</u>	<u>%</u>
• Personnel Expense:	257,878	5,040,063	5.1%
• Operating Expense:	121,415	899,881	13.5%
• Total M&O Expenditures:	379,293	5,939,944	6.4%
• Capital Expenses:	26	169,500	0%
• Net Expenses:	379,319	6,109,444	6%

Follow-up on Previous Month Items/Requests from Commission

- The Personnel Committee met on January 28, 2021 to review year-end reports and EPI# 20-017.
- Staff has been contacting various contractors for assessments of the building roof, HVAC, and gutter systems.
- A new handicap accessible and hands-free (no-touch) front door was installed in the lobby of the department.

Personnel Changes/Issues/Updates

- Sergeant Nowlin was placed on Administrative Leave while a citizen generated EPI is completed. Pre-disciplinary meeting conducted with Chief.

Major/Significant Events

- The theft of mail from nearby US Post Office Mailboxes continues to plague area residents. Mail is removed from outgoing mailboxes with checks being taken, washed and then having the payee changed to the name of an accomplice. Most of the checks are also having the amounts changed and then deposited into another account via phone. As soon as the check is cleared monies/funds are transferred or withdrawn. MVPD detectives conducted a TV news interview in reference to the unusual number of crimes occurring.

Status Update on any Major Projects

- The Houston Police Department provided the completed investigation of the July Officer Involved Shooting incident that occurred at Memorial Hermann Hospital. The Administrative Investigation has been initiated. The incident has not yet been reviewed by a Harris County Grand Jury.
- MVPD completed a DOJ grant application and submitted it for consideration of an additional variable message/speed/ALPR trailer. Hunters Creek agreed to be the sponsor city for the grant.
- Proposals were opened and reviewed for Health, Dental and Vision insurance for MVPD, Bunker Hill and Piney Point. Bids ranged from a 19% increase to an 12.6% decrease. The insurance review committee will be making recommendations to the full commission and respective councils.

V-LINC new registrations in January: +14

BH – 1291 (+6)

PP – 898 (+1)

HC – 1356 (+6)

Out of Area – 449 (+1)

January VFD Assists

Calls received directly by MVPD via 911/3700

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

Total – 11	3:42
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Fire – 2	4:12
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EMS – 9	3:35
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By Village

BH Fire – 1	5:19
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BH EMS – 2	2:31
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PP Fire – 0	0
-------------	---

PP EMS – 0	0
------------	---

HC Fire -1	3:04
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HC EMS -7	3:53
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Combined VFD Events (Priority + Radio)

Total – 53	3:27
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Fire – 30	3:32
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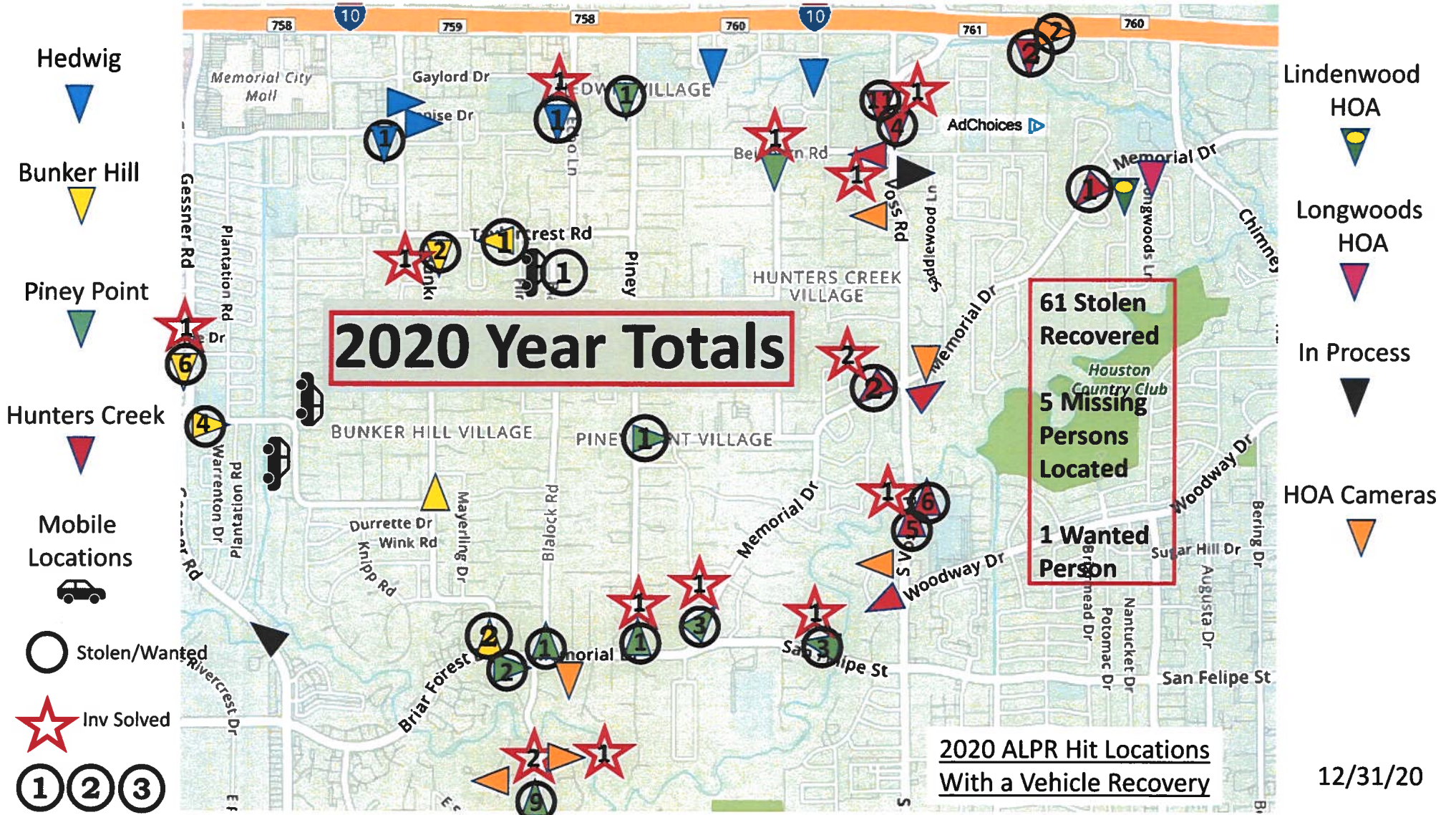
EMS – 23	3:13
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Radio Call Events

Total – 42	3:22
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Fire- 28	3:35
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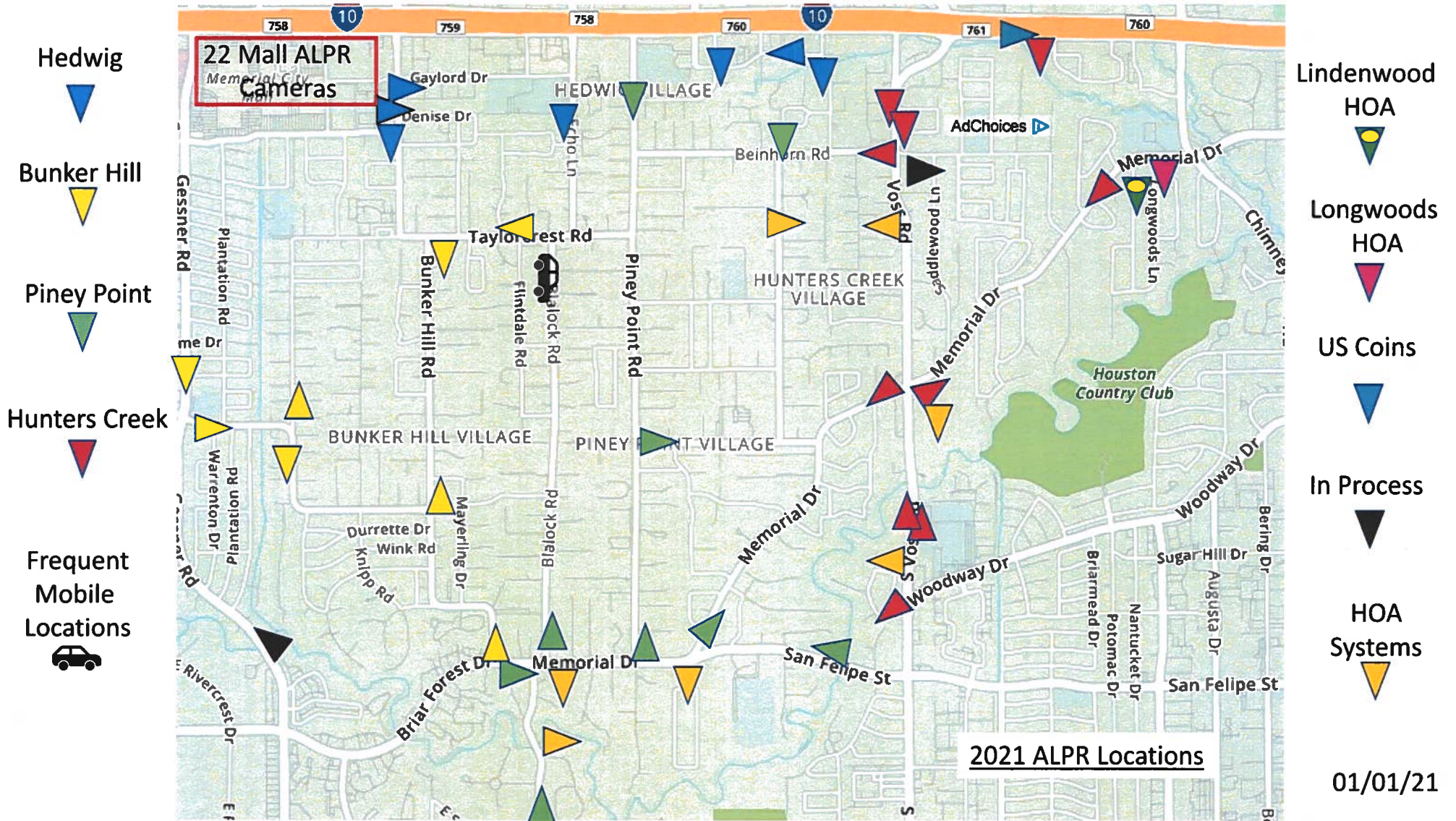
EMS- 14	3:01
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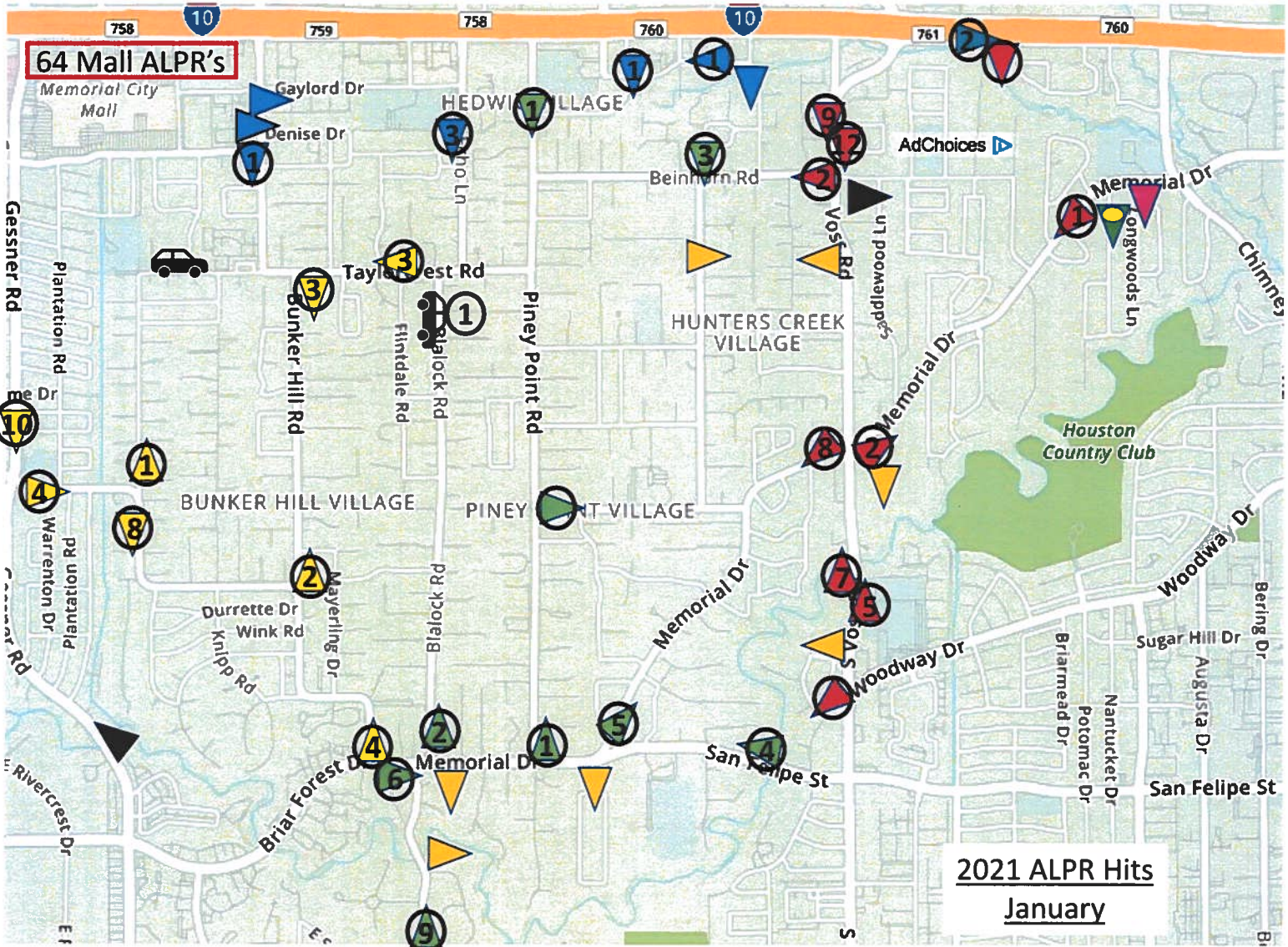


January 2021 ALPR Pin Maps

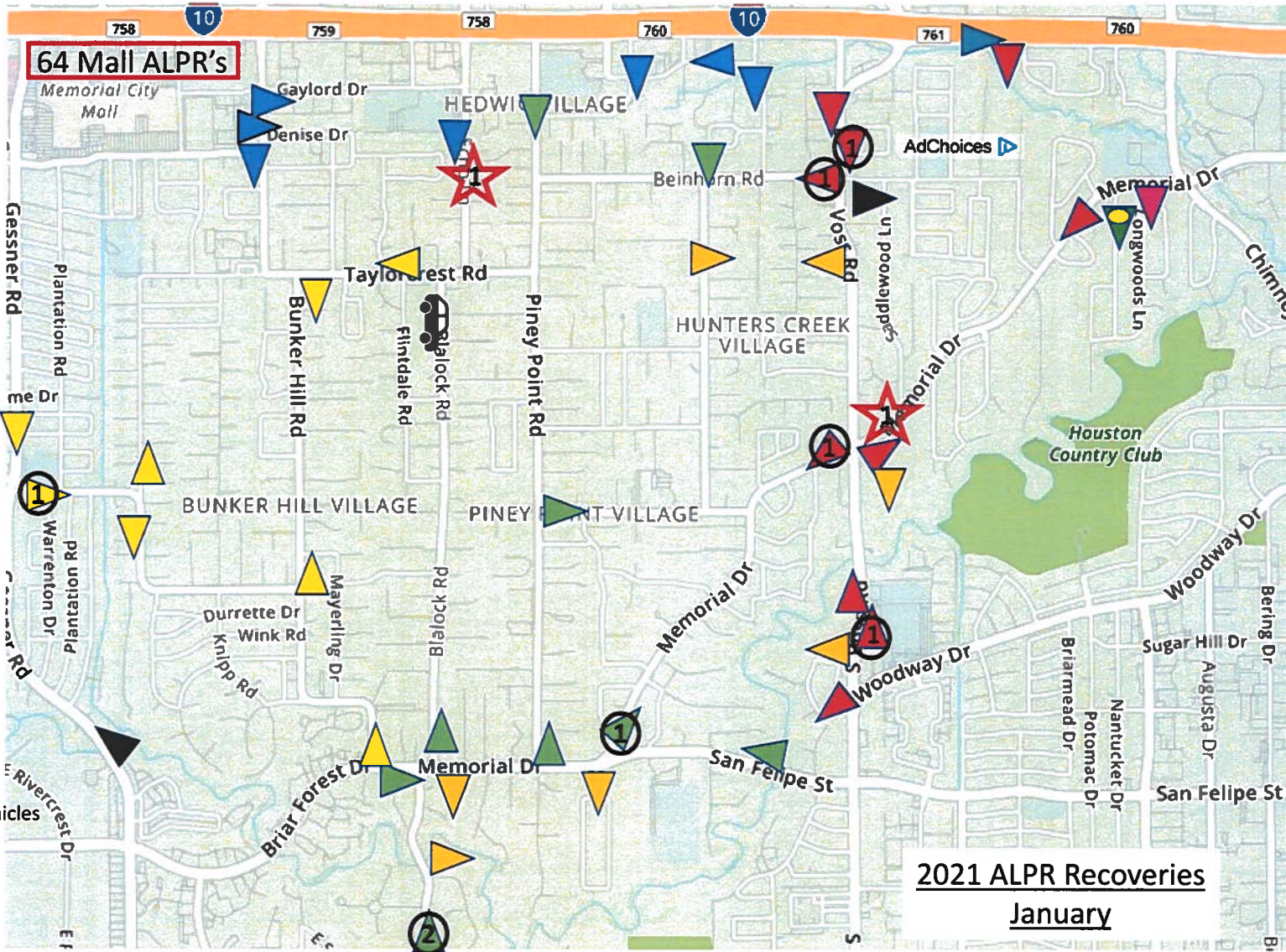




- Hedwig 
- Bunker Hill 
- Piney Point 
- Hunters Creek 
- Frequent Mobile Locations 
- 145** Total Hits



- Lindenwood HOA 
- Longwoods HOA 
- US Coins 
- In Process 
- HOA Systems 
- 01/31/21



64 Mail ALPR's

Hedwig

Bunker Hill

Piney Point

Hunters Creek

Frequent Mobile Locations

8 Recovered Vehicles

2 Investigative Leads

Lindenwood HOA

Longwoods HOA

US Coins

In Process

HOA Systems

01/31/21

2021 ALPR Recoveries
January

2021 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	14:27:08												3	11
BIEHUNKO, JOHN	23:07:01												6	12
BOGGUS, LARRY	7:55:02												4	1
BRACHT, DANIEL	17:07:03												4	1
BURLESON, Jason	12:12:34												2	0
CADENA, VANESSA	18:00:04												2	7
CANALES, RALPH EDWARD	16:04:00												5	14
CERNY, BLAIR C.	* 7:56:59												1	5
HARWOOD, NICHOLAS	18:15:14												9	8
JARVIS, RICHARD	10:46:12												4	4
JOLIVET, CHARLES	11:59:12												0	0
JONES, ERIC	* 0:31:48												0	0
KELSO JR, RONALD K	15:55:08												1	19
LERMA, FRANK	* 5:48:56												0	0
MCELVANY, ROBERT	15:06:05												2	2
MILLER, OSCAR	* 11:42:37												3	0
NASH, CHRISTOPHER	13:30:51												3	4
OWENS, LANE	* 4:42:45												0	0
PAVLOCK, JAMES ADAM	7:56:41												1	1
RODRIGUEZ, CHRISTOPHER	* 5:37:51												0	0
SCHANMEIR, CHRISTIAN	t 2:03:24												5	0
SCHULTZ, RAYMOND	* 0:00:00												0	0
SILLIMAN, ERIC	16:45:18												7	15
SISSION, KYLE J	* 0:58:16												0	0
SPRINKLE, MICHAEL	1:19:49												1	2
TAYLOR, CRAIG	14:41:29												5	0
TORRES, PATRICK	* 14:43:57												2	4
TUGGLE, JAMES	8:01:57												0	0
VALDEZ, JUAN	17:55:02												2	12
VASQUEZ, MONICA	23:38:14												1	2
WHITE, TERRY	23:35:00												4	13

* = Admin Asmt.

t = temporary

77

137

Dispatch Committed Time													Totals
911 Phone Calls		302											302
3700 Phone Calls		2189											2189
DP General Phone Calls*		54:30:49											

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

April 2021 Rates

UHC HSA Medical Coverage	COST	ER Pays Monthly	EE Pays Monthly	New RateEE/PP
Employee Only	425.98	425.98	0.00	0.00
EE+Spouse	979.73	702.86	276.88	138.44
EE+Dependent/s	766.76	596.37	170.39	85.20
EE+Family	1,320.52	873.25	447.27	223.64

MedCount	MVPD	Others
34	26	8
4	3	1
8	4	4
14	13	1
60	46	14

UHC DHMO Coverage	COST	ER Pays Monthly	EE Pays Monthly	New RateEE/PP
Employee Only	11.68	11.68	0.00	0.00
EE+Spouse	22.65	17.36	5.29	2.65
EE+Dependent/s	24.51	14.05	10.46	5.23
EE+Family	35.48	17.92	17.56	8.78

Count
5
1
2
6
14

UHC PPO Coverage	COST	ER Pays Monthly	EE Pays Monthly	New RateEE/PP
Employee Only	39.18	18.48	20.70	10.35
EE+Spouse	78.37	25.53	52.84	26.42
EE+Dependent/s	91.73	32.32	59.41	29.71
EE+Family	137.93	39.08	98.85	49.43

Count
20
4
6
7
37

UHC Vision Coverage	COST	ER Pays Monthly	EE Pays Monthly	New RateEE/PP
Employee Only	6.98	1.45	5.53	2.77
EE+Spouse	13.25	3.94	9.31	4.66
EE+Dependent/s	15.53	6.04	9.49	4.75
EE+Family	21.86	6.83	15.03	7.52

Count
24
5
9
14
52

RETIREE RATES

COBRA RATES

UHC HSA Medical Coverage	Monthly	*Retiree Amt	UHC PPO	UHC DHMO
EE Only	434.50	4.50	39.96	11.91
EE+Spouse	999.32	139.32	79.94	23.10
EE+Child/ren	782.10	(77.90)	93.56	25.00
EE+Family	1,346.93	486.93	140.69	36.19

UHC Vision
7.12
13.52
15.84
22.30

***Cobra coverage for current Retirees ends 12/31/21 as per the Police Commission. \$430/mo. is covered for Retiree only and \$860/mo. for Retiree/Family - any insurance cost over these amounts will be the responsibility of the Retiree!**

Plan Year HSA Contribution Amounts	Employee Only	Employee + Spouse	Employee + Child/ren	Employee + Family
MVPD ER Contributions	\$ 1,500	\$ 2,700	\$ 2,700	\$ 2,700
Physical / Wellness	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Amount you can Contribute	\$ 1,100	\$ 3,500	\$ 3,500	\$ 3,400
2021 Maximum HSA Contributions	\$ 3,600	\$ 7,200	\$ 7,200	\$ 7,200
Additional Contributions				
Catch-up Contribution - (age 55 or older \$1,000)	\$ 4,600	\$ 8,200	\$ 8,200	\$ 8,100

It is at the discretion of the Police Commission to change Employer HSA Contributions at any time!
 Police Commission agreed to push reduction in premium for medical to employees and keep Dental & Vision rates flat since bundling with UHC allowed for a 12.6% decrease in costs plus additional PEPM discounts.

MVPD Sold and COBRA Rates

		UHC Medical Rates	
		<i>COBRA Rates</i>	
HSA			
EE Only	\$425.98	\$434.50	
EE + Spouse	\$979.73	\$999.32	
EE + Child(ren)	\$766.76	\$782.10	
EE + Family	\$1,320.52	\$1,346.93	


		UHC Dental Rates	
		<i>COBRA Rates</i>	
DHMO			
EE Only	\$11.68	\$11.91	
EE + Spouse	\$22.65	\$23.10	
EE + Child(ren)	\$24.51	\$25.00	
EE + Family	\$35.48	\$36.19	
DPPO			
EE Only	\$39.18	\$39.96	
EE + Spouse	\$78.37	\$79.94	
EE + Child(ren)	\$91.73	\$93.56	
EE + Family	\$137.93	\$140.69	

		UHC Vision Rates	
		<i>COBRA Rates</i>	
HSA			
EE Only	\$6.98	\$7.12	
EE + Spouse	\$13.25	\$13.52	
EE + Child(ren)	\$15.53	\$15.84	
EE + Family	\$21.86	\$21.93	

MEMORANDUM

CITY OF PINEY POINT VILLAGE

TO: The Members of the City Council

FROM: Roger Nelson, City Administrator 

MEETING DATE: March 1, 2021

SUBJECT: Village Fire Department Presentation

Agenda Item: 2

Discuss and take possible action on Village Fire Department Monthly Report

**AGENDA
VILLAGE FIRE DEPARTMENT
REGULAR MONTHLY BOARD MEETING
WEDNESDAY, FEBRUARY 24, 2021 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, FEBRUARY 24, 2021 6:00 P.M.**, Telephone conference information listed below.

Marlo Longoria is inviting you to a scheduled Zoom meeting.

Topic: Commission meeting

Time: Feb 24, 2021 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87605014077?pwd=NUFKUnV3SkJzLlVIN3VYQUJsWHR6QT09>

Meeting ID: 876 0501 4077

Passcode: 051893

One tap mobile

+13462487799,,87605014077#,,,,*051893# US (Houston)

+16699006833,,87605014077#,,,,*051893# US (San Jose)

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+1 253 215 8782 US (Tacoma)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 876 0501 4077

Passcode: 051893

Find your local number: <https://us02web.zoom.us/j/87605014077?pwd=NUFKUnV3SkJzLlVIN3VYQUJsWHR6QT09>

**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 – January 2021

3B. Approval of Bills Paid – January 2021 - GF & FF

4. REPORTS

4A. Steering committee report and possible action

1. Renovation updates- Project manager and Architect

4B. Treasurer's Financial Reports –

4C. Fire Chief's Report- Events of January 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:

7A. Emergency food and water storage

**VII LAGE 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. Discussion and possible action on budget schedule and issues
 - 8B. Discussion of Ambulance billing funds and how they should be handled in the future

9. **EXECUTIVE SESSION** - The Board of Commissioners will retire into Executive Session as authorized by Chapter 551; Texas Government Code, to discuss following matters:
 - 9A. Consultation with attorney to receive legal advice related to possible action regarding construction management services

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**
March 24,2021

13. **ADJOURNMENT**

I certify that the agenda for the 24th of February, 2021, Regular Telephonic Monthly Meeting was posted at the fire department this the 19th day of February 2021, at 2:00pm

Marlo Longoria, Administrator

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.

TO: The Members of the City Council

FROM: Roger Nelson, City Administrator



MEETING DATE: March 1, 2021

SUBJECT: Certification of Unopposed Candidates

Agenda Item: 3

This agenda item calls for the Council to consider Ordinance 2021.03.01 regarding unopposed candidates for Alderman Positions 1, 2 and 5.

ORDINANCE NO. 2021.03.01

AN ORDINANCE OF THE CITY OF PINEY POINT VILLAGE, TEXAS, DECLARING THE UNOPPOSED CANDIDATES FOR ALDERMAN POSITION NOS. 1, 2, AND 5, ELECTED; PROVIDING THAT THE MAY 1, 2021, GENERAL MUNICIPAL OFFICERS ELECTION SHALL NOT BE HELD; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH.

* * * * *

WHEREAS, pursuant to City of Piney Point Village, Texas, Resolution 21.01.25.A, passed and approved on January 25, 2021, a general municipal officers election was ordered to be held on May 1, 2021, for the purpose of electing three officials of the City, to wit: Alderman Position No. 1, Alderman Position No. 2, and Alderman Position No. 5; and

WHEREAS, pursuant to said Resolution 21.01.25.A and Section 143.007, TEXAS ELECTION CODE, the deadline for filing applications for a place on the ballot of the City's municipal officers election has expired; and

WHEREAS, the City Secretary, in accordance with Section 2.052, TEXAS ELECTION CODE, has certified to the City Council in writing that Michael Herminghaus is unopposed for election to the office of Alderman Position No. 1, Dale Dodds is unopposed for election to the office of Alderman, Position No. 2, and Brian Thompson is unopposed for election to the office of Alderman, Position No. 5; and

WHEREAS, the City Council hereby finds and determines that each candidate whose name is to appear on the ballot in said election is unopposed, and no proposition is to appear on the ballot for such election; now, therefore,

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

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

Section 2. In accordance with Section 2.053(a), TEXAS ELECTION CODE, the following unopposed candidates are hereby declared duly elected to the respective offices shown:

Alderman, Position No. 1 – Michael Herminghaus

Alderman, Position No. 2 – Dale Dodds

Alderman, Position No. 5 – Brian Thompson

Section 3. Pursuant to Section 2.053(b), TEXAS ELECTION CODE, the general municipal officers election heretofore called and ordered by City of Piney Point Village, Texas, Resolution 21.01.25.A, for the 1st day of May 2021, shall not be held and is hereby cancelled.

Section 4. The City Secretary is hereby directed to cause a copy of this Ordinance to be posted on election day, same being May 1, 2021, at the polling place that would have been used in such election.

Section 5. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Piney Point Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 6. All ordinances or parts or ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

PASSED, APPROVED, AND ADOPTED this 1st day of March 2021.

Mark Kobelan
Mayor

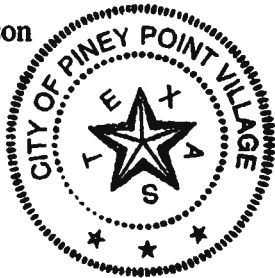
ATTEST:

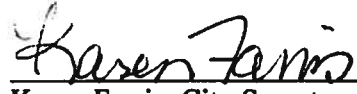
Karen Farris
City Secretary

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

I, Karen Farris, certify that I am the City Secretary of the City of Piney Point Village, Texas and the authority responsible for preparing the ballot for the May 1, 2021 City election. I further certify that no person has made a declaration of write-in candidacy, and all of the following candidates are unopposed:

<u>Candidate</u>	<u>Office Sought</u>
Michael Herminghaus	Alderman, Position 1
Dale Dodds	Alderman, Position 2
Brian Thompson	Alderman, Position 5





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


Dated this 1st day of March 2021.

Certificación de Candidatos Sin Oposición por el Secretario de la Ciudad

Yo, Karen Farris, certifico que soy la Secretaria de la Ciudad, de la Ciudad de Piney Point Village, Texas, y la autoridad responsable de preparar la boleta para las elecciones de la Ciudad el 1 de Mayo de 2021. Además, certifico que ningún individuo ha realizado una declaración de candidatura de agregar su nombre en el espacio en blanco de la boleta o "write-in", y todos los candidatos siguientes se encuentran sin oponentes:

<u>Candidato</u>	<u>Cargo al que presenta candidatura</u>
Michael Herminghaus	Alderman, Position 1
Dade Dodds	Alderman, Position 2
Brian Thompson	Alderman, Position 5





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

Fecha este 1er día del mes de Marzo de 2021.

TO: The Members of the City Council

FROM: City Administrator

MEETING DATE: March 1, 2021

Agenda Item: 4

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

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

Contract Number: _____

Services Agreement

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

The parties agree as follows:

ARTICLE 1 – EFFECTIVE DATE/TERM

The effective date of this AGREEMENT shall be _____.

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

ARTICLE 2 - SERVICES TO BE PERFORMED:

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

ARTICLE 3 – COMPENSATION

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

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

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

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

ARTICLE 4- INSURANCE

CONTRACTOR shall maintain the following insurance limits:

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

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

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

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

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

ARTICLE 5 - SURVIVAL

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

ARTICLE 6 - INDEMNIFICATION

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

ARTICLE 7 - SUBCONTRACTING

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

ARTICLE 8 - FEDERAL AND STATE TAXES

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

ARTICLE 9 - GOVERNMENT'S RESPONSIBILITIES

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

ARTICLE 10 – TERMINATION OF AGREEMENT

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

ARTICLE 11 – UNCONTROLLABLE FORCES (FORCE MAJURE)

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

ARTICLE 12 – NON-DISCRIMINATION

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

ARTICLE 13 – SEVERABILITY

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

ARTICLE 14 – ENTIRETY OF AGREEMENT

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

ARTICLE 15 – MODIFICATION

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

ARTICLE 16 – SUCCESSORS AND ASSIGNS

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

ARTICLE 17 – NOTICE

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

As To GOVERNMENT

CITY OF PINEY POINT
7676 WOODWAY #300
HOUSTON, TX. 77063
(Attn: City Administrator)

As To CONTRACTOR

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

ARTICLE 18 – ESCALATION CLAUSE

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

ARTICLE 19 – TASK ORDER/PERFORMANCE

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

ARTICLE 20 – DISPUTE RESOLUTION

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

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

ARTICLE 21 – BOND

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

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

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

GOVERNMENT

By: F. Lee Butler

Its: Mayor

Signature: F. Lee Butler

Witness: City Secretary

Name: Amanda Davapor

DRC Emergency Services, LLC

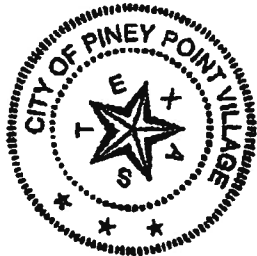
By: Mark Stafford

Its: Chief Operating Officer

Signature: Mark Stafford

Witness: John Callaway

Name: John Callaway



H-GAC Standard Pricing Worksheet

End User: [Enter Client Name]

Date: 06/25/2012

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE			
<div style="display: flex; justify-content: space-between;"> USPS Contract ID: [REDACTED] USPS Contract ID: [REDACTED] </div>			
1. ROW Vegetative Debris Removal (Collect & Haul) Work consists of collection and transportation of eligible vegetative debris on the ROW to an approved TDSRS or other designated disposal facility.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 8.88	142,500	\$ 980,400.00
2. ROW C&D Debris Removal (Collect & Haul) Work consists of collection and transportation of eligible C&D debris on the ROW to an approved TDSRS or other designated disposal facility.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 7.42	47,500	\$ 352,450.00
3. Demolition, Removal and Transport of Eligible Structures Work consists of all labor, equipment, fuel, and associated costs necessary to demolish structures on private property.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 24.62	100	\$ 2,462.00
4. TDSR Management and Operations Work consists of the management and operation of TDSRS for acceptance, management, segregation, and staging of disaster related debris.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 0.60	190,000	\$ 114,000.00
5. Reduction of Storm Generated Debris Through Grinding Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through grinding.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 1.76	95,000	\$ 167,200.00
6. Reduction of Storm Generated Debris Through Air Curtain Incineration Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through air curtain incineration.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 0.92	47,500	\$ 43,700.00
7. Reduction of Storm Generated Debris Through Controlled Open Burning Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through controlled open burning.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 0.68	47,500	\$ 32,300.00
8. Haul-out of Reduced Debris to Final Disposal Site Work consists of loading and transporting reduced debris at an approved TDSRS to a final disposal facility.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 4.00	27,550	\$ 110,200.00

Contractor | EU Client

H-GAC Standard Pricing Worksheet

End User: (Enter Client Name)

Date: 08/25/2012

Notes:
(Enter notes as applicable or Erase)

Contractor | EU Client

Page 2 of 4

H-GAC Standard Pricing Worksheet

Date: 08/25/2012

End User: [Enter Client Name]

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (Continued)			
		To be Completed By Vendor	To be Completed By Estimatee
9.	Removal of Eligible Hazardous Leaning Trees and Hanging Limbs Work consists of removing eligible hazardous leaning or hanging limbs and placing them on the ROW for haul-off.	\$ Per Tree	Estimated Trees
	6 inch to 12 inch diameter		
	13 inch to 24 inch diameter	\$20.00	9
	25 inch to 36 inch diameter	\$100.00	17
	37 inch to 48 inch diameter	\$200.00	8
	49 inch and larger diameter	\$250.00	1
	Hanger Removal (per Tree)	\$450.00	0
		\$62.00	1,414
			\$87,668.00
10.	Removal of Eligible Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting them to an approved TDSRS or other designated disposal facility.	\$ Per Stump	Estimated Stumps
	24 inch to 36 inch diameter		
	37 inch to 48 inch diameter	\$200.00	4
	49 inch and larger diameter	\$400.00	0
		\$500.00	0
			\$0.00
11.	Abandoned Eligible Vehicle Removal Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the applicant and subsequently transported to an approved staging area.	\$ Per Unit	Estimated Units
		\$50.00	50
			\$2,500.00
12.	Abandoned Eligible Vessel Removal Work consists of the removal of abandoned vessels in areas identified and approved by the applicant and subsequently transported to an approved staging area.	\$ Per Unit	Estimated Units
		\$200.00	50
			\$10,000.00
13.	Eligible Animal Carcass Removal and Disposal Work consists of the removal of eligible animal carcasses in areas identified and approved by the applicant and subsequently transported to an approved staging area.	\$ Per Unit	Estimated Units
		\$5.00	100
			\$500.00
14.	ROW White Goods Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and associated costs necessary for removal, transportation, and disposal of eligible White Goods.	\$ Per Cubic Yard	Estimated CY
		\$25.00	100
			\$2,500.00
15.	Freon Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and associated costs necessary for recovery and disposal of Freon	\$ Per Cubic Yard	Estimated CY

Contractor | EU Client

H-GAC Standard Pricing Worksheet

Date: 08/25/2012

End User: [Enter Client Name]

from eligible items containing refrigerants.			
	\$40.00	23	\$1,000.00
Total Estimated Contract Price			
(Total Price in words:	One Million Nine Hundred Eleven Thousand Four Hundred Ten Dollars and No Cents)		\$ 1,911,410.00

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

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

TO: The Members of the City Council

FROM: Roger Nelson, City Administrator

MEETING DATE: March 1, 2021

SUBJECT: Bright Landscape

Agenda Item: 5

Discuss and take possible action on Bright Landscape project at the first Esplanade west of San Felipe on Memorial Drive.

Bright Landscape Designs, Inc

9302 Reid Lake Drive
Houston, TX 77064

Estimate

DATE	ESTIMATE #
12/9/2020	11673

City of Piney Point Village
7676 Woodway Drive Suite 300
Houston, TX 77024

PROJECT
December 2020 - 1st esplanade

DESCRIPTION	SIZE	QTY	COST	TOTAL
1ST ESPLANADE WEST OF SAN FELIPE ON MEMORIAL DRIVE				
Lantana	1 gal	95	8.91	846.45
Blue Salvia OR 16-3g Blue Salvia @ \$439.49	1 gal	30	8.91	267.30
Redbud - Forest Pansy (7'-8')	30 gal	3	332.10	996.30
Loblolly Pine (10'-12')	45 gal	2	526.50	1,053.00
Loropetalum OR 19-3g Dwarf Purple Daydream	3 gal	16	21.87	349.92
Loropetalum @ \$479.52				
Gulf Coast Muhly Grass	3 gal	11	23.90364	262.94
Dianella-Variogated	3 gal	34	23.90412	812.74
Ajuga	1 gal	88	9.64795	849.02
Fern - Foxtail	3 gal	45	23.562	1,060.29
Giant Liriop-	3 gal	43	20.41209	877.72
Asian Jasmine	1 gal	101	3.16802	319.97
Yaupon - Dwarf	3 gal	21	20.46619	429.79
Dwarf Bottolebrush	3 gal	24	29.70	712.80
Metal Tree Stake with strap 6'	each	12	12.15	145.80
Steel Edging - 16' - Brown	16' piece	13	58.88	765.44
Landscape Fabric/300 sq ft roll	300 sq ft roll	3	90.00	270.00
Landscape Fabric Staples	box/500	2	82.50	165.00
Bull Rock - 2"-4"	cy	8.5	91.50	777.75
Moss Rock Boulder (6 @ ~450# each and 3 @ ~300# each) OR 3600 lb Wister Boulder (6 @ ~450# each and 3 @ ~300# each) @ \$540.00	lb	3,600	0.1125	405.00
Premium Mix Compost	cy	26	45.00	1,170.00
Pine Deco Mulch	cy	13	40.50	526.50
TOTAL PLANTS & MATERIALS				13,063.73

Phone #
2814963576

Bright Landscape Designs, Inc

9302 Reid Lake Drive
Houston, TX 77064

Estimate

DATE	ESTIMATE #
12/9/2020	11673

City of Piney Point Village
7676 Woodway Drive Suite 300
Houston, TX 77024

PROJECT

December 2020 - 1st esplanade

DESCRIPTION	SIZE	QTY	COST	TOTAL
LABOR, PICKUP, DELIVERY, DISPOSAL, INVENTORY ITEMS, ETC.				16,502.18
Subtotal				29,565.91
REPEAT CUSTOMER DISCOUNT			-5.00%	-1,478.30
Subtotal				28,087.61
NOTE: DOES NOT INCLUDE ANY GRASS REPLACEMENT WITH NEW SOD. CAN BE ESTIMATED UPON REQUEST				
NOTE: ESTIMATE DOES NOT INCLUDE ANY SPRINKLER SYSTEM ADJUSTMENTS				
Notes: 1) This estimate is based upon the above plants and materials and condition of property at time of site inspection by Bright Landscape Designs, Inc. Deviations from original accepted estimate/design for plants, materials and labor will be adjusted at retail cost for plants and materials and at \$51 per man hour. 2) Please turn sprinkler system off if set to run the afternoon before or morning of scheduled work. 3) Any main line or water lines that run under area where we will be installing patio it is recommended that it be moved. But cost is not included in estimate. 4) Unless specified sprinkler adjustments/repairs or additions are not included in estimate. 5) Options are not included in bottom line of estimate. 6) There is no guarantee on seasonal color. 7) There is no guarantee on Sod				

Phone #
2814963576

Bright Landscape Designs, Inc

9302 Reid Lake Drive

Houston, TX 77064

Estimate

DATE	ESTIMATE #
12/9/2020	11673

City of Piney Point Village
 7676 Woodway Drive Suite 300
 Houston, TX 77024

PROJECT

December 2020 - 1st esplanade

DESCRIPTION	SIZE	QTY	COST	TOTAL
<p>Payment Terms: 1) 40% deposit due at time customer signs and returns estimate to Bright Landscape Designs, Inc. 2) Remaining balance (adjusted for changes made at time of installation) due upon receipt of invoice. 3) If job takes more than 2 weeks, there will be an intermediate draw of 35% of remaining balance.</p> <p>WANT TO EARN YOUR BONUS POINTS? WE NOW ACCEPT MASTERCARD/VISA/DISCOVER</p>				

PLEASE INITIAL BELOW AND SIGN THE ATTACHED (IF APPLICABLE) AND RETURN TO BRIGHT LANDSCAPE DESIGNS, INC. PRIOR TO COMMENCEMENT OF WORK.

TOTAL BEFORE SALES TAXES

\$28,087.61

Sales Taxes (8.25%)


\$0.00

TOTAL

\$28,087.61

Phone #
INITIALS
2814963576

TO: The Members of the City Council

FROM: Roger Nelson, City Administrator 

MEETING DATE: March 1, 2021

SUBJECT: Blue Water Irrigation

Agenda Item: 6

Discuss and take possible action on Blue Water Irrigation Systems to provide irrigation for the project at the first Esplanade west of San Felipe on Memorial Drive.

**BLUE WATER IRRIGATION SYSTEMS
 1636 CRESTDALE
 HOUSTON, TX. 77080
 713-661-0312**

Date:
 1/20/2021

Proposal for:
 City of Piney Point Village
 Piney Point at Memorial Dr. Esplanades-R3

We submit for your consideration our proposal and agreement for landscape sprinklers for 1 esplanade east of Piney Pt. up to the Memorial Dr. turn-off:

Description	Quantity	
Rainbird 1804 4" pop-up spray head	55	
Hunter Pro 12" pop-up spray head in beds	20	
Rainbird PEB 1 1/2" solenoid valve	2	
Hunter Node 200 battery-operated controller	1	
Hunter DC latching solenoid 458200	2	
Control cable 18/10	40 ft.	
Mainline for valves- 2"	200 ft.	
Boring	48 ft.	
Auto. rain sensor to save water	1	
1/2" Cl.Pipe and fittings	355 ft.	
3/4" Pipe and fittings	355 ft.	
1" Pipe and fittings	355 ft.	
Total price, including tax		\$ 5,249
Optional Items		
Flexible joints for head protection	75	\$ 266
Concrete collar to protect lawn heads	55	\$ 322
As-built drawing of pipe routing	included	
Total of options:		\$ 588
Total system w/ options:		\$ 5,837

For the sum shown above, we will provide all labor, equipment and materials necessary to complete the work represented above. Terms of payment are: 20% deposit: 80% due upon completion. Prices are valid for 90 days. When you are ready to proceed with this work, sign in the space below indicating you accept this proposal and have read the warranty information; then, send in this form with any applicable deposit to us.

 Approved and accepted

 Date

TO: The Members of the City Council

FROM: City Administrator

MEETING DATE: March 1, 2021

Agenda Item: 7

The City Council is required to review the Investment Policy on an annual basis.

CITY OF PINEY POINT VILLAGE, TEXAS

PUBLIC FUNDS MANAGEMENT & INVESTMENT POLICY

PURPOSE

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

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

INVESTMENT COMMITTEE

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

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

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

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

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

OBJECTIVE

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

AUTHORIZED INVESTMENTS

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

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

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

REPORTING

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

CUSTODY

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

MARKET RISK

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

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

STANDARD OF CARE

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

AUTHORIZED FIRMS

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

AMENDMENTS

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

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

MEMORANDUM

CITY OF PINEY POINT VILLAGE

TO: The Members of the City Council

FROM: City Administrator

MEETING DATE: March 1, 2021

Agenda Item: 8

Discuss and take possible action on school trash deliveries before 7:00 a.m.

TO: The Members of the City Council

FROM: City Administrator

MEETING DATE: March 1, 2021

Agenda Item: 9

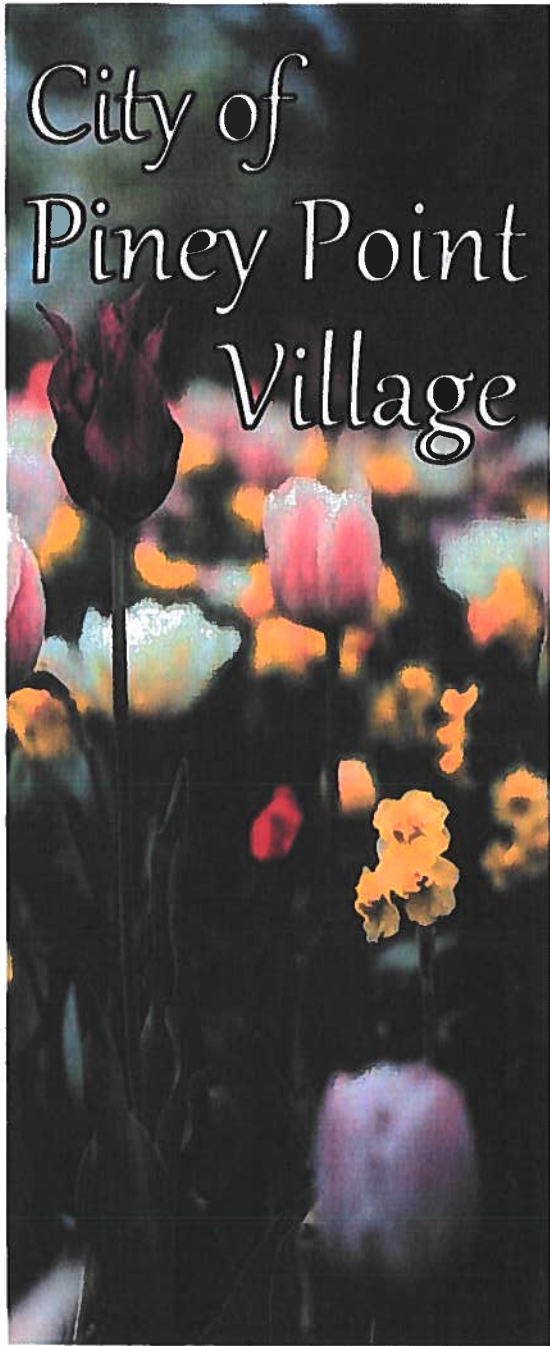
Discuss and take possible action on placement of new banners on the east and west entrances from Memorial Drive to Piney Point Road. The proposal involves two banners on the east side of Piney Point Road at Memorial and two on the west side of Piney Point Road. The attached pictures of the banners show the four proposed locations of the banners at the four locations.



*Piney Point
Village*



JUNE - AUG



March - May



September - November

Piney Point

Village

Happy

Holidays!

DEC - FEB



1501
Pine Point

Memorial Dr



← N Piney Point →

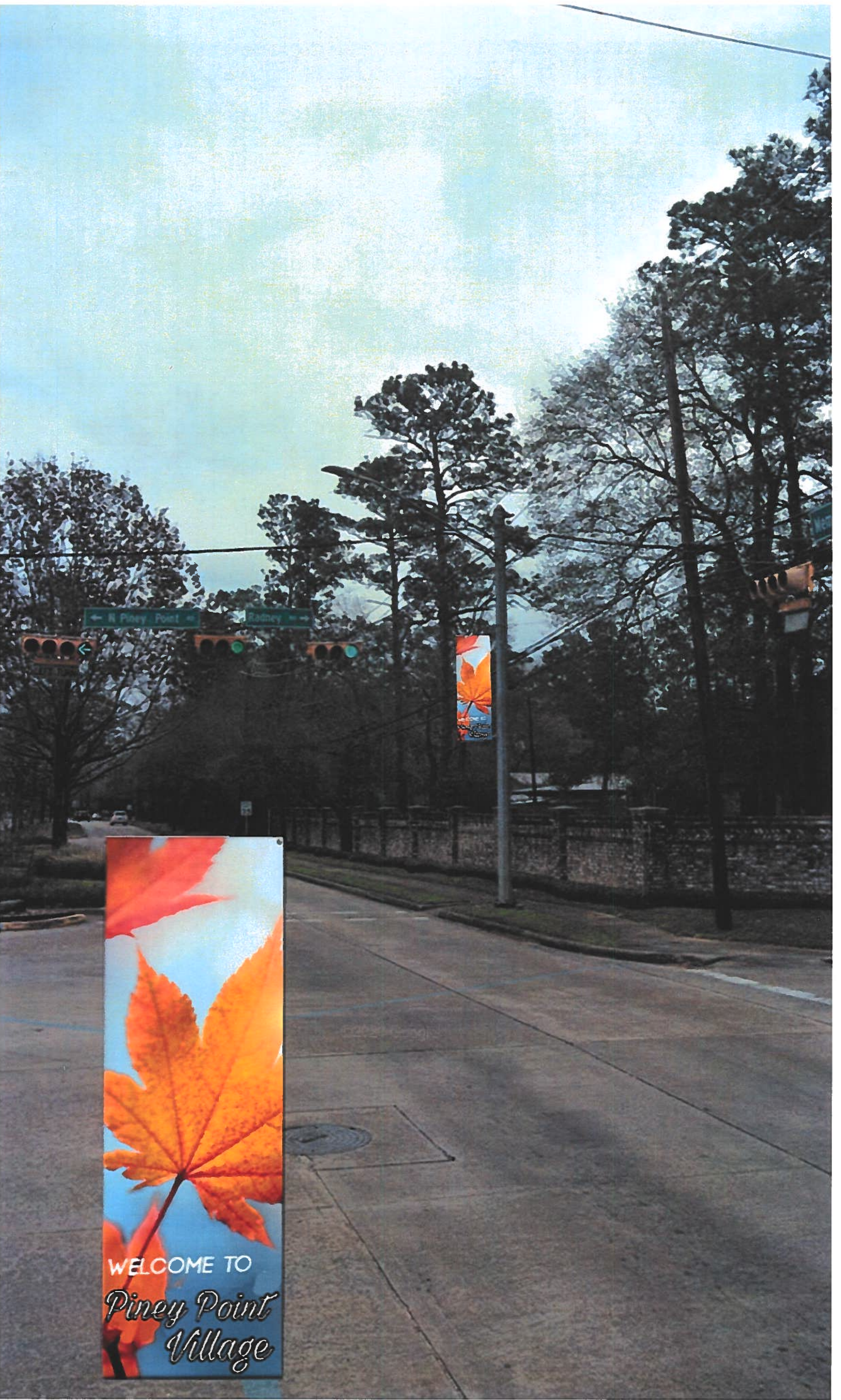
→ Rodney →

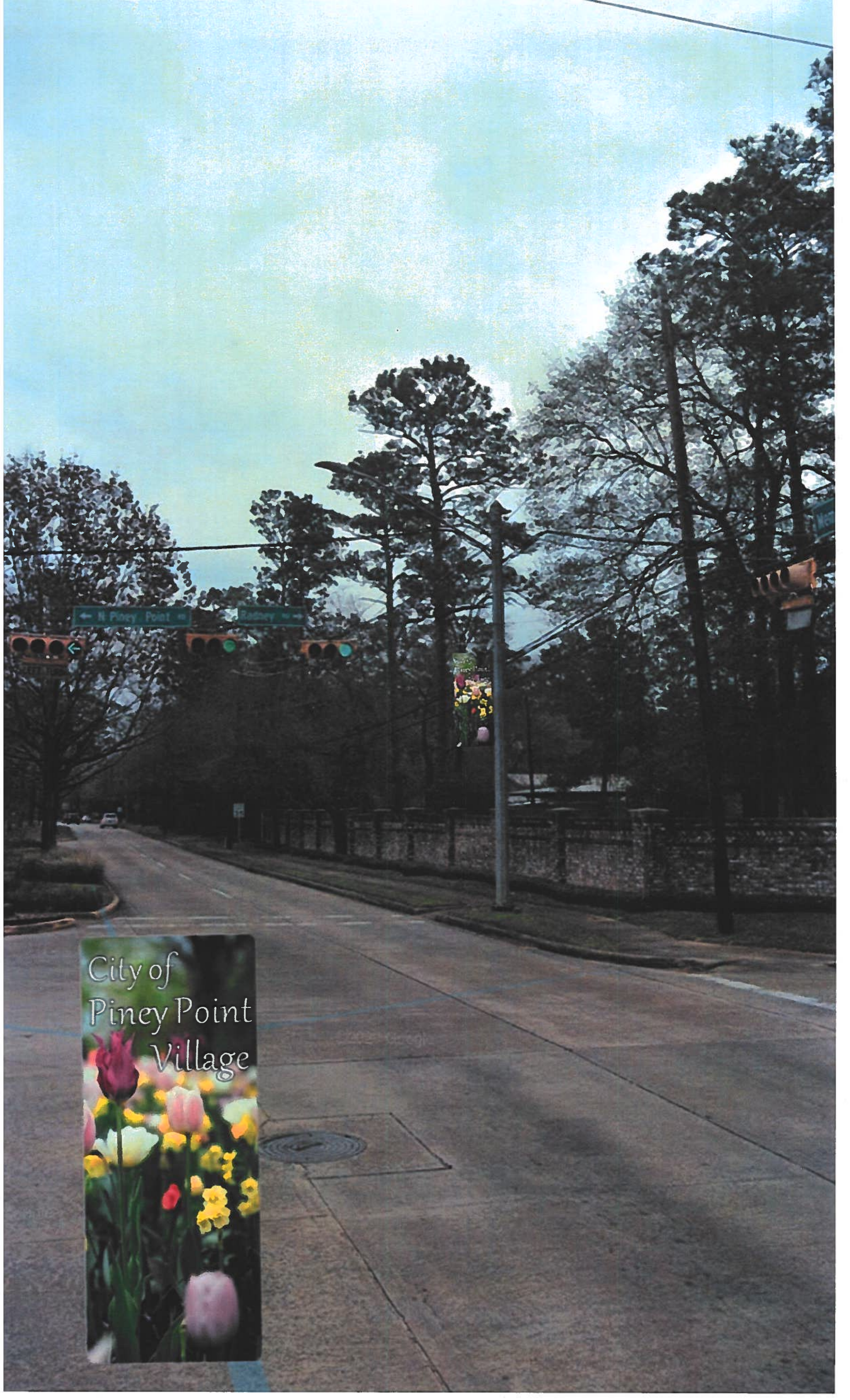




← N Piney Point →

← Railway →





City of
Piney Point
Village

TO: The Members of the City Council

FROM: City Administrator

MEETING DATE: March 1, 2021

Agenda Item: 10

Discussion concerning upcoming public hearing and procedure for consideration of proposed changes to the Zoning Ordinance

TO: The Members of the City Council

FROM: City Administrator

MEETING DATE: March 1, 2021

Agenda Item: 11

Discuss and take possible action on rescheduling the March 8, 2021 Public Hearing on the Ordinance changes (Council Member Kollenberg)

MEMORANDUM

CITY OF PINEY POINT VILLAGE

TO: The Members of the City Council

FROM: City Administrator

MEETING DATE: March 1, 2021

Agenda Item: 12

Discuss and take possible action on the Mayor's Monthly report.

TO: The Members of the City Council

FROM: City Administrator

MEETING DATE: March 1, 2021

Agenda Item: 13

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

- January 2021 Financials

Council Agenda Item Cover Memo

**3/1/2021
Date of Meeting**

To: Mayor and City Council

Agenda Item:

Discuss and take possible action on Surrey Oaks cost for investigating soggy area adjacent to the pavement.

SUMMARY/BACKGROUND (WHY): As previously discussed, the final punch-list item remaining on the Surrey Oaks Paving and Drainage Improvements Project is the soggy parking pad at 11319 Surrey Oaks Lane. The soggy area could potentially indicate a potential slow leak in a water line service or the water line main. The MVWA stated that the leak test performed on the water line would not satisfy their requirements and that the Contractor would need to excavate around the affected area to determine if the water line is damaged. The Contractor objected to excavating the area and water line for free as they did not work on the water line and felt that the issue was not caused by their construction. Although the Contractor did not perform any work on the water line or water line service at this location, a 24-inch storm sewer pipe was installed directly below the water line, perpendicular to it. HDR discussed an option with City Council that included payment to the Contractor for their costs if their excavation and investigation found that the ground was dry and it was concluded that the soggy ground was not caused by work completed on the project. Had the soggy issue been the result of a leaking water line, the Contractor would repair the issue at their own cost. As summarized in the Engineer's Report, the Contractor excavated and it was concluded that the soggy issue was not caused by the water line as the ground was dry. The Contractor has provided a cost for the work to excavate.

STAFF RECOMMENDATION:

ESTIMATED COST: See attached

FUNDING SOURCE: N/A

CURRENT BUDGETED ITEM: YES NO

EMERGENCY REQUEST: YES NO

PREPARED BY: Joe Moore

ATTACHMENTS: Yes

Council Agenda Item Cover Memo

**3/1/2021
Date of Meeting**

To: Mayor and City Council

Agenda Item:

Discuss and take possible action on quotes for options to prevent rutting in the sod at Beinhorn and North Piney Point Road.

SUMMARY/BACKGROUND (WHY): The City requested that HDR obtain quotes for repairing the rut that has formed between the street and sidewalk at Beinhorn and North Piney Point Road. A quote was obtained to fill the rutted areas with asphalt, similar to the work done to the ruts along North Piney Point Road. A quote was also obtained to install a concrete curb with cutouts along the turn radius where the rut has formed, similar to those at Wilding Lane and Hedwig Road. The curb quote consists of installing 40 LF of a monolithic concrete curb and gutter section with slotted curbs, including sawcutting along the existing edge of asphalt paving, 8" thick Type A HMAC Black Base, 7.5" thick concrete gutter, and 6" slotted concrete curb. Both 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

Council Agenda Item Cover Memo

3/1/2021

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, 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: March 1, 2021

CURRENT PROJECTS

1. Surrey Oaks Paving & Drainage Improvements

On Thursday, February 25th, the Contractor mobilized on site to investigate the soggy parking pad issue and excavate to determine if the MVWA water line below the ground was leaking and potentially causing the soggy ground. When the Contractor arrived on site, they noted that the parking pad did not appear to be holding water like normal. They then excavated two holes approximately 18-24 inches deep, one located directly below the parking pad and one near the inlet between the driveway and the sidewalk. Both holes appeared to be very dry with no mud or moisture.







If the water line was leaking, even intermittently, the ground between the water line and the surface would be wet and muddy. Since this did not appear to be the case, it appears that the water line is not the source of the soggy parking pad. Although the source of the soggy area has not been identified, it cannot be attributed to an issue with the Contractor's work or the MVWA water line. HDR will be preparing the paperwork for project closeout and release of retainage. As discussed in the February engineering meeting, the City agreed that the City may reimburse the Contractor for their expenses associated with this investigation in the event the issue did not appear to be associated with their work. The cost for the Contractor's work has been included in a separate agenda item.

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. HDR is still coordinating with the Contractor to complete a variance request to the TDLR for two sidewalk ramps that exceeded allowable slopes at the Kinkaid School Drive and San Felipe intersection. These sidewalks could not be lowered to achieve the maximum slopes due to traffic signal electrical wiring and conduit located directly under the sidewalk. The illuminated crosswalk signs were received by the Contractor from the manufacturer but had to be sent back as they were not painted green as specified. HDR is coordinating with the Contractor on the exact locations at the intersection where the signs will be installed.

The City is currently holding \$71,423.13 in retainage on the project.

The City has also asked HDR to obtain costs for various options to eliminate the rutting that has occurred on the turn from North Piney Point Road onto Beinhorn Road. Costs for a slotted curb (as requested by Council) and filling the rut with asphalt black base have been obtained and included in a separate agenda item.



3. Wilding Lane Drainage & Paving Improvements Project

The project contract documents have been signed by RAC Industries and have been executed by the City. HDR held a pre-construction meeting with the Contractor on February 3rd and conducted a townhall meeting with the Wilding Lane residents, City Council, the Contractor, and the HDR site representative on February 11th. The Contractor has requested a Notice to Proceed date of March 8th.

4. Chuckanut Lane

HDR has continued to coordinate with the Contractors regrading the ditch in the drainage easement at #2 Chuckanut and 239 Piney Point Road. At the request of HDR, both Contractors have regraded these sections of ditch again to meet the specified flow line elevations provided to them and correct the standing water issues previously identified. It was found that the ditch section at #2 Chuckanut still has significant standing water HDR has requested that the Contractor make and further necessary adjustments to obtain a positive flow in the ditch. HDR will continue to Coordinate with the Contractor to correct the work and will hold payment for the ditch regrading at #2 Chuckanut until this issue is corrected. All other sections of ditch regrading (at #1, #5, and #7 Chuckanut and 239 N. Piney Point Road) have been completed.

5. 2020 Paving Improvements

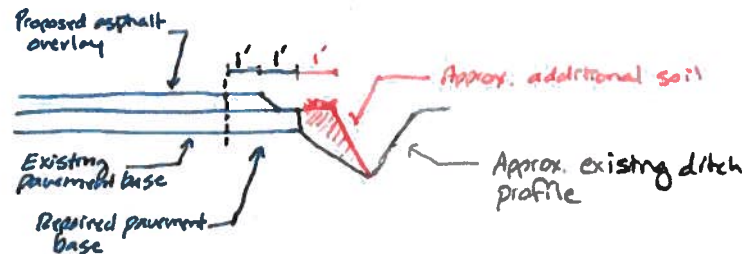
AAA Asphalt has completed the point repairs on Memorial Drive, South Piney Point Road, and Blalock Road. They have also completed the milling and most of the base repairs along Arrowwood Circle and Maggie Lane. The Contractor installed the first layer of HMA (asphalt) overlay on Arrowwood Circle on February 24-25th and is hoping to have installed the second layer by February 26th. The Contractor is also working on milling off the existing asphalt on Grecian Way. The project is still scheduled to finish by late March.

HDR and AAA Asphalt have also discussed the inside of Arrowwood Circle. The existing condition consisted of a 6-12 inch drop off from the edge of the pavement to the high bank of the ditch as shown in the below picture:





HDR requested that AAA provide a cost for installing a top soil backfill to match the edge of the road for an additional foot beyond the pavement and then blend the fill into the ditch side slope as shown below (not to scale):

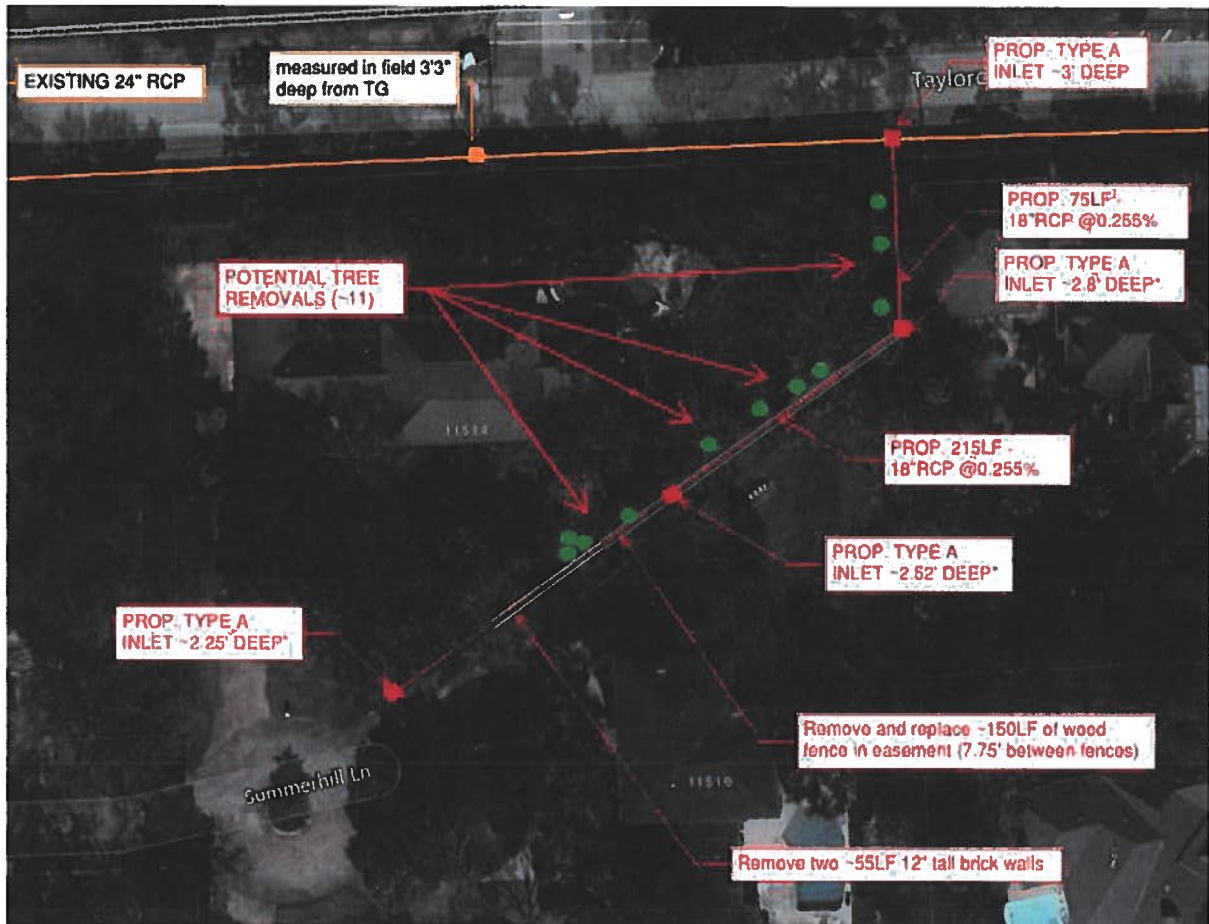


This additional soil would eliminate the drop off and reduce the chance of a vehicle tire falling off the edge of the road causing damage to the car and road. It would also improve the support of the pavement base. The additional cost for this work is \$4,860. The cost was presented to the Mayor who approved of the cost. We also noted to the Mayor that the project appears to be coming in below budget as the base on Arrowwood Circle was in good condition and did not require as many point repairs as were accounted for in the bid quantities.

6. Summerhill Ditch

Per Council direction at the December Council meeting, HDR investigated the feasibility and prepared an Opinion of Probable Construction Cost (OPCC) to install storm sewer between 11514 & 11510 Summerhill Lane. While HDR has not obtained survey of the project site, it was noted that the existing storm sewer is extremely shallow. It is likely not possible to install storm sewer in the easement tying into the existing storm sewer located at the back of the properties as the existing storm sewer is too shallow. *IF* survey showed this option was possible, the OPCC may be approximately \$68,000. This does not include survey or engineering fees. *IF* survey showed that we could achieve the appropriate design by removing and lowering the existing storm sewer between Taylorcrest and the easement between 11514 & 11510 Summerhill Lane, then the OPCC may be approximately \$90,805. This does not include survey or engineering fees. This information was presented at the engineering meeting and HDR was not directed to proceed with the project any further.

Since then, Councilman Dodds and HDR met with the resident at 11510 Summerhill to discuss the depth issues related to a proposed storm sewer installation in the easement. The resident stated that he had survey data of the easement and downstream storm sewer pipes that he would share with the City. HDR has received some survey information from the resident but will continue to coordinate with him and will provide an update to Council on the feasibility of a potential storm sewer installation when available.



HDR also reported at the December Council meeting that there were issues with the ditch regrading that was performed on the existing ditch between 11514 & 11510 Summerhill Lane. The Contractor has since regraded the ditch and made the appropriate corrections.

7. Maintenance Projects

- S. Piney Point Road Guardrail Repair
 - i. Council previously approved a quote from ISI Contracting to repair the damaged section of guardrail on the northbound side of the road between the Buffalo Bayou bridge and Carlton Park and increase its visibility with reflectors. A Notice to Proceed has been issued for this work and it is our understanding that David Olson has been in contact with the insurance company for the driver that hit the guardrail.
- 15 & 16 Farnham Park Washout
 - i. Council previously approved a proposal from MBCO surveying for costs associated with obtaining a topographic survey of the washout and immediate adjacent area. HDR has since received the survey data and has completed the background drawings for the site. HDR is preparing a design for the storm sewer repairs and washout restoration and will send to contractors to obtain quotes as soon as possible.



- 96-inch CMP on S. Piney Point Road
 - i. HDR discussed the new washout that has formed near the 96-inch CMP at the January engineering meeting. At Council's request, HDR performed an inspection of the pipe condition and dye test to identify the point of failure causing the washout. The investigation of the pipe and dye test did not reveal any specific point of failure that may have caused the adjacent sinkhole as the dyed water was not found within the pipe or immediately downstream during the inspection. Most of the deficiencies identified during the 2015 and 2017 inspections of the 96-inch CMP appeared to remain unchanged.

FUTURE PROJECTS

8. Tokeneke Drainage

UPDATE: HDR has prepared background drawings of the existing site conditions based on the survey data obtained. HDR presented an exhibit at the February engineering meeting that identified specific deficiencies in the existing drainage system along the street and options for possible improvements. Council did not direct HDR to proceed with the design of any proposed drainage improvements for Tokeneke at this time.

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 \$91,000 however this could be refined with additional engineering, tree evaluation, survey, etc. Below is an exhibit of the existing drainage for discussion:



9. North Country Squire

HDR met with Councilman Dodds and resident John Brennan to discuss the bird bath at 11125 N. Country Squire as well as the pavement condition of the street in front of the property. It was noted that several of the concrete panels in front of the property are in poor condition. Mr. Brennan indicated that he would be interested in partnering with the City for the costs of paving improvements or the installation of storm sewer to relieve the bird bath.



Councilman Dodds requested that HDR obtain a proposal for survey of the street right-of-way in front of 11125, 11115, and 11105 N. Country Squire (approximately 600 LF). MBCO Surveying submitted a proposal for this work for \$3,385.00, which the Mayor approved last week. HDR has issued a Notice to Proceed for the survey and will coordinate with MBCO on a start date. Once the survey is obtained and the backgrounds are drawn, HDR can evaluate improvement options.

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. Councilman Kollenberg has requested that Council hold a



strategic planning meeting to discuss the results of the 2018 Update to the Street Assessment and the Update to the Master Drainage Study. HDR will gladly provide any additional documentation to facilitate the meeting and City's strategic planning effort.

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 –
 - Start of Construction: late February or early March

- **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, JANUARY 25, 2021**

THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE MET IN A REGULAR MEETING ON MONDAY, JANUARY 25, 2021 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; David Olson, City Attorney; Joe Moore, City Engineer

DECLARATION OF QUORUM AND CALL TO ORDER
Mayor Kobelan called the meeting to order at 6:31 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.*

There were no citizens wishing to address Council.

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

Chief Schultz provided the report for the month of December.

- Calls and incident statistics.
- Significant number of workers comp fraud cases. The police department is working with the Texas Workforce Commission.
- The police department closed 2020 under budget.
- 2021 RFP for employee Health Care insurance was initiated. Bid accepted with an 11 % decrease.
- Personnel updates
- Significant events
- Major Projects
- Questions:
 - Are ALPR's at each school? ALPR's are not at each school. ALPR's are near schools.

- What is the status of vaccinations? Unknown but considering a mass vaccination for staff.
- Who was the low bidder on the employee health insurance? United Health Care was the low bidder. The health will be bundled with dental and vision. They are still analyzing the benefits and coverage but have noticed the only significant change was the maximum out-of-pocket responsibility of the employee. The Chief added there would be a significant decrease in premiums to balance out.

Commissioner Huguenard was present via Zoom and explained and requested City Council approve Amendment No. 2020-02 to the Amended Budget of the Memorial Villages Police Department for Fiscal Year 2020 General Fund. The purpose is to reclassify budget line items – Operating Expenses. The net effect on the Budget would be \$0. Council Member Bender made a motion to accept Amendment No. 2020.02 to the Amended Budget of the Memorial Villages Police Department for Fiscal Year 2020 General Fund. Council Member Kollenberg seconded the motion and it passed unanimously.

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

Chief Foster and Commissioner Nash were present via Zoom. The Fire Department monthly report included:

- The Fire Department is fully staffed.
- 5 Firefighter Paramedics were hired from City of Houston.
- All trucks are operational.
- New engine is in service. The cost was approximately \$650,000. The reserve Engine was sold to a Volunteer Fire Department for \$65,000
- Virus calls increase first half of the month.
- Calls for service in Piney Point.
- Construction
- All Firefighters are working, there are no firefighters out due to COVID-19.
- Under budget for 2020
- Vaccines are needed for first responders.

Agenda Items 3-7 are informational only. The City Attorney explained the Planning and Zoning Commission had their first meeting to issue their initial report. The Planning & Zoning Commission have not had their Public Hearing or issued their final report for Council Consideration. It would not be appropriate to take any action. The copies of the Ordinances were provided with edit mark-ups for informational purposes only. The City Attorney suggested the more appropriate direction would be to allow the Commission to finish their process. Council will have the opportunity to discuss and act at the meeting after.

Agenda Item #10 was discussed. See Agenda Item #10 below.

Agenda Item #11 was discussed. See Agenda Item #11 below.

3. Discuss and take possible action on Ordinance amending Article 4 of Chapter 74 of the Code of Ordinances establishing regulations for fences.

For informational purposes only. There was no discussion.

- 4. Discuss and take possible action on Ordinance amending Article 3 of Chapter 74 of the Code of Ordinances regarding regulations for continuance of nonconforming buildings and structures.**

For informational purposes only. There was no discussion.

- 5. Discuss and take possible action on Ordinance amending Article 3 of Chapter 74 of the Code of Ordinances regarding the continuance of nonconforming buildings.**

This item is an old version of agenda item #4 and be discarded. There was no discussion.

- 6. Discuss and take possible action on Ordinance amending Division 6 of Article 2 of Chapter 74 of the Code of Ordinances regarding certificates of Occupancy.**

This agenda item is not the latest version. There was no discussion.

- 7. Discuss and take possible action on Ordinance amending Article 4 of Chapter 74 of the Code of Ordinances regarding regulations for the front and side yards.**

This agenda item was for informational purposes only. There was no discussion.

- 8. Discuss and take possible action on Resolution 21.01.25.B, designating the City's official newspaper.**

Council Member Kollenberg made a motion to approve Resolution 21.01.25B, designating the Memorial Examiner as the City's official newspaper. Council Member Dodds seconded the motion and it passed unanimously.

- 9. Discuss and take possible action on Resolution 21.01.25.A Calling a General Municipal Election on May 1st, 2021.**

Council requested the council positions that are currently up for re-election be listed on the resolution. Position 1, 2, and 5 will be added to the resolution. Council Member Bender made a motion to approve Resolution 21.02.25.A Calling a General Municipal Election on May 1st, 2021 with the appropriate positions that are up for re-election to be added to the resolution. Council Member Herminghaus seconded the motion and it passed unanimously.

- 10. Discuss and take possible action on allowing the City Council and the Planning and Zoning Commission to Call a Joint Public Hearing**

There was discussion. Council Member Bender reported the earliest date for a Public Hearing would be February 25, 2021. For a Joint Public Hearing, a Special Meeting would be needed to approve an Ordinance establishing a date and time for the Public Hearing. After further discussion and pending approval from the Planning & Zoning Commission Chairman, Council elected not to conduct a joint public hearing and, alternatively, set a public hearing date of February 25, 2021 for the Planning & Zoning Commission and a public hearing date of March 8, 2021 for the City Council.

- 11. Discuss and take possible action regarding a joint public hearing between the City Council and the Planning and Zoning Commission to consider proposed Zoning Ordinance changes.**

There was discussion regarding sending and posting notices of the public hearings. Council authorized publication in the official newspaper, as required by law, and additional notice provided through V-Link, a newsletter, and posting information on the City's website.

12. Discuss and take possible action on landscaping for two esplanades on Piney Point.

There was discussion regarding costs to maintain esplanades throughout the City of Piney Point Village. Council Member Kollenberg suggested that in the future the City obtain an estimate of the cost to maintain before installing esplanades. Council Member Herminghaus made a motion to accept the quotes from Bright Landscape Designs, Inc. for the 2nd Esplanade for \$21,518.67, and for the 3rd Esplanade for \$24,360.94. Council Member Thompson seconded the motion and it passed unanimously.

13. Discuss and take possible action on landscape sprinklers on two esplanades on Piney Point Road.

There was discussion regarding 2 proposals submitted by Blue Water Irrigation Systems. Council Member Bender made a motion to approve Blue Water Irrigation Systems proposal for \$17,311. Council Member Herminghaus seconded the motion and it passed unanimously.

14. Discuss and take possible action on entrance and exit signs.

There was discussion regarding the cost of replacing the entrance and exit signs throughout the City of Piney Point Village. Council Member Herminghaus will obtain another quote for entrance and exit signs. This item is tabled until next month.

15. Discuss and take possible action on Kinkaid presentation.

Kinkaid School Representatives shared their plans for a new Upper School and address issues regarding the status, process, timing, a plan for engagement with the community, and details of the project and structure. Kinkaid intends to submit their detailed plans to the City tomorrow and submit to Planning & Zoning in March. Council had concerns regarding drainage, traffic, parking, and expense to the city. Kinkaid Representatives recognize that Kinkaid should mitigate the impact to the city. Council and Kinkaid Representatives discussed having follow-up meetings and or sub-committees to address issues. The City Engineer can set up different accounts to track the Kinkaid project separately from City Engineer projects and Drainage Engineer Projects. There was discussion to investigate the concerns, set up a future meeting to discuss issues and vote on a plan to track the project. The City Attorney suggested that Council could delegate the authority to the Mayor to enter third party relationships to evaluate Council concerns. Council was interested in the number of students that attend Kinkaid that live in the 3 villages.

16. Discuss and take possible action on replacing Banners and Brackets.

There was discussion regarding the location of these banners. Council requested a map of the location for the placement of these banners. This item was tabled to the next month Council Meeting.

17. Discuss and take possible action on the Mayor's monthly report, including but not limited to:

- The City paid off 2011 Bond.
- 2020 Property Tax Spreadsheet, the combined tax revenue received was \$7,049,229.73. Budgeted was \$7,141,171.00.
- COVID-19 update

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

- December 2020 Financials. There was discussion regarding considering property revenue according to the calendar year, instead of deducting Oct., Nov., & Dec. and then adding Oct., Nov., and Dec. from the last year.
- Water Leak at Piney Point Rd and Greenbay. The City Administrator Informed Council that staff is discussing with Memorial Villages Water Authority. There was discussion. The City of Houston owns the water line which is in the City of Piney Point right-of-way. There could be an Interlocal Agreement. Council Member Dodds will contact Mike Montgomery, the previous General Manager of Memorial Villages Water Authority.
- Bond payment made in 2020, possibly posted December 2019.
- Street signs have not been installed. A lift truck is needed. Staff will contact the vendor who assists with Christmas decorations.
- Swimming Pool at vacant house, 17 Farnham Park. The City Attorney informed Council that the City could mitigate and install a temporary fence and invoice the resident. The Building Official stated she has received emails from the Consulate. She will forward their contact information to the City Attorney. The City Attorney suggested allowing 30 days for the owner to resolve the issue and then the City should send a letter.

19. Discuss and take possible action on South Piney Point Guardrail.

The guardrail previously installed has been damaged and repaired so the City requested that the City Engineer find options to improve the guardrail to help avoid more collisions. The work will include removal and replacement of the damaged 19-foot section of guardrail, and two types of traffic reflectors to increase visual awareness. There was discussion regarding insurance coverage for this repair. The City Engineer informed Council that he has previously provided a breakdown of the portion of damage that should be covered by insurance and the portion that covers enhancements to the City Administrator. Council would like insurance to pay for the damage. The City Administrator will follow-up with the insurance claim. Council decided to move forward with repairs to the guardrail since it is a public safety issue. Council Member Bender made a motion to approve the quote from ISI for \$3,850 for the repairs to the guardrail on South Piney Point Road. Council Member Dodds seconded the motion and it passed unanimously.

20. Discuss and take possible action on Kensington Clean and TV

The resident at 217 Kensington Court had recently purchased the adjacent property at 221 Kensington and requested that the City consider relocating the drainage easement and storm sewer pipe between the two lots. The resident was also concerned about debris build-up during heavy rain events. HDR has obtained quotes for cleaning and televising approximately 850 linear feet of the storm sewer pipe that

drains the Kensington Court cul-de-sac to help clear debris and identify any deficiencies in the pipe. Council Member Thompson made a motion to approve the quote from Aims for \$2,762.50 for cleaning and televising 850 linear feet of the storm pipe. Council Member Dodds seconded the motion and it passed unanimously.

21. Discuss and take possible action on survey of the Farnham Park washout

It was previously reported by a resident that a storm sewer washout had formed in the backyard of 16 Farnham Park Drive. HDR and City Staff investigated the report and found that an 18-inch corrugated metal storm sewer pipe within the City drainage easement had separated from a manhole, causing a large portion of the natural ground within the easement and adjacent property to erode. HDR asked MBCO to provide a proposal for a topographic survey for an area around the washout and the City's easement between 15 and 16 Farnham Park. The survey will be used to determine the limits of the eroded area, the limits of necessary storm sewer repair, and elevations that the natural ground will need to be restored to. Council Member Dodds made a motion to approve the proposal from MBCO for \$5,372.50 for Topography of broken storm sewer and washout area including drainage easement in Piney Point. Council Member Thompson seconded the motion and it passed unanimously.

22. Discuss and take possible action on the City Engineer's monthly report.

- Wilding Lane Drainage & Pavement Improvement Project: the contractor returned contract documents. HDR is reviewing. If all items are correct HDR will deliver the contracts to the City. HDR will then schedule a pre-construction meeting with the contractor and then a townhall meeting.
- Chuckanut: Finished regrading the ditches. There was standing water in the ditch located in the drainage easement at #2 Chuckanut. The contractor stated that there was very little fall available for creating a positive slope on the ditch. The report did not match the plan provided to the Contractor. HDR surveyed the ditch and found that the contractor that regraded the ditch at 239 N. Piney Point did not meet the specified elevations. HDR provided the survey data to the Contractor and the Contractor has agreed to go back and regrade the ditch again to achieve the specified elevations.
- 96-inch CMP on S. Piney Point Road: HDR will schedule the inspection of the pipe condition and dye-test to identify the point of failure causing the washout as soon as dry weather and low bayou levels make entry into the pipe possible.
- Surrey Oaks Paving & Drainage Improvements: The contractor has agreed to excavate the area to check the water line main and service for leaks and make repairs, as necessary.

23. Discuss and take possible action on the Minutes of the December 14th, 2020 Council Meeting.

Council Member Bender made a motion to approve the Minutes of the December 14, 2020 Council Meeting. Council Member Herminghaus seconded the motion and it passed unanimously.

24. Discuss and take possible action on future agenda items, meeting dates, etc.

- Entry and exit signs.
- Banners

- 25. EXECUTIVE SESSION: The City Council will adjourn into closed executive session pursuant to 551.071 Consultation with Attorney.**
Council adjourned into a closed session at 8:47 p.m.
Council reconvened into an open session at 9:16 p.m.
- 26. Action outside of Executive Session if any**
No action taken.
- 27. Adjourn**
Council Member Bender made a motion to adjourn. Council Member Herminghaus seconded the motion and it passed unanimously. The meeting adjourned at 9:17 p.m.

PASSED AND APPROVED this 1st day of March 2021.

Mark Kobelan
Mayor

Karen Farris
City Secretary