



City of Piney Point Village

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

TELEPHONE (713) 782-0271
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THE CITY OF PINEY POINT VILLAGE REGULAR COUNCIL MEETING MONDAY, OCTOBER 25, 2021 6:30 PM

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE WILL HOLD A REGULAR MEETING ON MONDAY, OCTOBER 25, 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 non-agenda matter.*

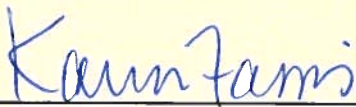
1. Discuss and consider possible action on the Memorial Villages Police Department monthly report.
2. Discuss and consider possible action on the Village Fire Department monthly report.
3. Discuss and consider possible action on ERCOT Membership renewal for 2022, designate an authorized representative, and designate an alternate representative.
4. Discuss and consider possible action on sign replacement, samples, and quotes.
5. Discuss and consider possible action on designating a Council Member to serve on the Project Advisory Team for the design of the new Memorial Drive Elementary School. This would start in January and end in May or June. It would consist of attending 6-7 meetings, approximately 2 hours, in the afternoon. Only one representative of the City of Piney Point Village is needed.

6. Discuss and consider possible action on a Proclamation for Diane Wege expressing recognition and appreciation for 20 years of service with the City of Piney Point Village as a member of the Planning & Zoning Commission.
7. Discuss and consider possible action at the request of the Beautification Committee to approve a quote for a bench in recognition of Diane Wege's service with the City of Piney Point Village as a member of the Planning & Zoning Commission.
8. Discuss and consider possible action on the approval of PS Lightwave Fiber Optic Cable Aerial Improvements Plans along N. Piney Point Road at Ecclesia. PS Lightwave has submitted plans to the city for installation of approximately 400 linear feet of fiber optic cable on existing power poles along N. Piney Point Road across from Carsey Lane south to Ecclesia. City staff has no objections to the plans as presented.
9. Discuss the appointment of a Harris-Galveston Director on the Subsidence District Board. The term of office will expire January 31, 2022. The expired position is filed by the Village Mayors collectively.
10. Discuss and consider possible action on an estimate to replace the plants at the Memorial and Blalock esplanades.
11. Discuss and consider possible action on approving a landscape maintenance proposal.
12. Discuss and consider possible action on approving Resolution No. 2021.10.25 authorizing participation in the National Opioid Settlement Agreements.
13. Discuss and consider possible action on the Public Management Proposal associated with the American Rescue Plan Act, Coronavirus Local Fiscal Recovery Fund.
14. Discuss and consider possible action on amending the Schedule of Fees adopted by Resolution No. 2021.04.26 specifically in regard to fees set for non-residential permit fees.
15. Consider and take possible action to approve Piney Point Circle ROW Agreement.
16. Consider and take possible action to approve the ROW Agreement with Mr. and Mrs. Harrell for additional ROW needed on Piney Point Circle.
17. Consider and take action to approve Resolution No. 2021.10.25A authorizing eminent domain for Piney Point Circle.
18. Discuss and consider possible action on the Mayor's Monthly Report.

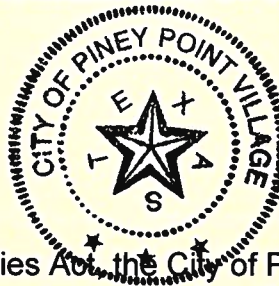
19. Discuss and consider possible action on the City Administrator's Monthly Report, including but not limited to:
 - September 2021 Financials
20. Discuss and consider possible action on a change order to the Wilding Lane Drainage and Paving Improvements Project for an additional inlet and storm sewer pipe in front of 11208 Wilding Lane to accommodate a new walkway.
21. Discuss and take possible action on the Engineer's Report.
22. Discuss and consider approval of the Minutes for the Regular Session Meeting held on September 27, 2021.
23. Discuss and consider possible action on any future agenda items, meeting dates, etc.
24. EXECUTIVE SESSION: The City Council will adjourn into closed executive session pursuant to Section 551.071 of the Texas Government Code (Consultation with Attorney), and pursuant to Section 551.074 of the Texas Government Code (Personnel), specifically to deliberate the appointment, evaluation, reassignment, duties, discipline, or dismissal of the City Administrator.
25. Discuss and consider possible action on items discussed in Executive Session.
26. Adjourn

CERTIFICATION

I certify that a copy of the October 22, 2021, 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 October 25, 2021.



Karen Farris
City Secretary



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 713-230-8702. The City Council reserves the right to adjourn into a Closed Executive Session at any time under the Texas Government Code, Section 551.071 to consult with an attorney.



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

Raymond Schultz
 Chief of Police

October 13, 2021

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

During the month of September MVPD responded/handled a total of 7,050 calls/incidents. 5,739 House watch checks were conducted. 389 traffic stops were initiated with 415 citations being issued for 675 violations. (Note: 13 Assists in Hedwig, 52 in Houston, 1 in Spring Valley and 0 in Hillshire)

Calls/Events by Village were:

Village	Calls/YTD	House Watches/YTD	Accidents	Citations	Response Time
Bunker Hill:	2488/23,719	2121/20,593	1	35/80/115	9@4:59
Piney Point:	1791/18,826	1450/15,727	7	57/74/131	4@3:53
Hunters Creek:	2668/28,669	2166/24,707	10	100/69/169	10@3:48
				Cites/Warn/Total	23@4:17

Type and frequency of calls for service/citations include:

Call Type	#	Call Type	#	Citations	#
False Alarms:	176	Ord. Violations:	13	Speeding:	156
Accidents:	18	Information:	33	Exp. Registration:	66
ALPR Hits:	100	Suspicious Situations	120	No Ins:	64
Assist Fire:	59	Loud Party	7	No License	47
Assist EMS:	32	Welfare Checks:	12	Stop Sign	49

*This month the department generated a total of 93 police reports.
 BH-19, PP-38, HC-36, HOU - 0*

Crimes Against of Persons (2)

Assault	1
Assault – Family Violence	1

Crimes Against Property (18)

Burglary of a Motor Vehicle	8	Theft Misd.	6
		Fraud/ID	4

Petty/Quality of Life Crimes/Events (73)

ALPR Hits (valid)	5	Public Intoxication	2
Misc. Reports	43	Information Reports	23

Arrest Summary: Individuals Arrested (15)

Warrants	8	Felony	0
Class 3 Arrests	5	DWI	2

<u>Budget YTD:</u>	<u>Expense</u>	<u>Budget</u>	<u>%</u>
• Personnel Expense:	3,556,540	5,040,063	70.6%
• Operating Expense:	686,208	899,881	76.2%
• Total M&O Expenditures:	4,242,748	5,939,944	71.4%
• Capital Expenses:	169,817	169,500	100.2%
• Net Expenses:	4,412,565	6,109,444	72%

Follow-up on Previous Month Items/Requests from Commission

- The vehicles scheduled for salvage (FY2021) were sold this month at auction. Over \$43,000 was received for the vehicles. The funds were deposited into the vehicle account.
- The MVPD accepted the delivery of an electric police patrol bicycle from the MVPD Foundation. The new bicycle has an electric assist that will allow the bike to reach speeds of 30 MPH. The bicycle has oversized tires that allow for it to float over wet grass without bogging down.

Personnel Changes/Issues/Updates

- Staff continue to accept applications and to test for both officer and dispatcher positions. Several entry level dispatcher applicants have tested however, have withdrawn after learning the position requires nightshift work or due to integrity issues in their backgrounds.

Major/Significant Events

- On September 2nd one of our serial mail thieves returned to the area in a stolen vehicle. Officers were alerted to his presence by the ALPR system. Officers located the suspect driving on a residential street. Officers attempted to stop him however he fled. Officers called off the pursuit due to the dangerous driving of the suspect. An arrest warrant has been issued for the suspect.
- On September 3rd a customer was fueling her vehicle at the Shell Station located at 8500 Katy Freeway when a slider stole her designer purse from her vehicle. As the suspect was fleeing, he struck her vehicle. The victim was a CCH licensee and produced her handgun firing at the suspect vehicle. No one was injured. The suspect fled and has not yet been located.
- On September 13th, two juvenile auto burglars were apprehended on Timberknoll. The suspects had been entering unlocked vehicles when a resident observed one under his carport. Both had to be released to their parents after the Juvenile Justice Center would not accept them.
- Hurricane Nicholas ascended on the villages on September 14th. MVPD had pre-staged staff staying at nearby hotels and called in additional personnel at 0200 Hours. Officers assisted in the clearing of downed trees and responding to numerous alarms due to local power outages. Limited localized flooding only with no significant damage.

Status Update on any Major Projects

- MVPD hosted an evening RAD55+ Class at Chapelwood Church. An evening class scheduled for October was advertised and quickly filled up within hours of being posted on V-LINC.
- Officers attended several 911 events during the month to include: a parade at Hunters Creek Elementary School and a Girl Scout Hero's event at the HC City Hall Pavilion. The Creekside Neighborhood Association provided lunch to staff on 9/11/21.

V-LINC new registrations in September: +33

BH – 1413(+10)

PP – 1005 (+10)

HC – 1452 (+8)

Out of Area – 478 (+5)

September VFD Assists

Calls received directly by MVPD via 911/3700

Priority Events Average Response Times

Total – 11	5:25
Fire – 4	6:39
EMS – 7	4:43

By Village

BH Fire – 3	7:18
BH EMS – 2	4:24

PP Fire – 1	4:43
PP EMS – 0	0

HC Fire -0	0
HC EMS -5	4:51

Combined VFD Events (Priority + Radio)

Total – 53	4:16
Fire – 35	4:07
EMS – 18	4:29

Radio Call Events

Total – 42	3:54
Fire- 31	3:43
EMS- 11	4:21

Radio Call Events by Village

BH – 13	3:30
PP – 12	3:37
HC – 17	4:28

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

* = Admin Asmt.
t = temporary

93 415

Dispatch Committed Time	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
911 Phone Calls	302	314	231	279	310	315	373	387	360				2871
3700 Phone Calls	2189	3536	2566	2301	2359	2490	2606	2585	2501				23133
DP General Phone Calls*	54:30:49	90:01:08	62:57:40	55:10:01	55:48:51	63:16:21	68:36:54	63:02:19	59:07:42				

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

ALPR Recoveries

Num	Plate	Vehicle	Loc	Val	Links	
1	KHM2376	Ford F350	22	\$ 48,000.00	Drugs-Meth	1/5/2021
2	MVL8705	Hyndi	10	\$ 14,000.00		11-Jan
3	GKR5588	Hond Civ	8	\$ 12,500.00	Fugitive/poss c	18-Jan
4	MWV2069	Chev Cruz	8	\$ 9,800.00	Fraud	20-Jan
5	R000293	Toy Cor	17	\$ 12,000.00	Rental/Cluck	21-Jan
6	LP9550	Hynd SFE	19	\$ 14,000.00		28-Jan
7	DV48493	VW Jetta	14	\$ 17,500.00	Fel Warrant	29-Jan
8	MHT8564	Hond Acc	2	\$ 16,000.00	Car Jacking	31-Jan
9	9.49E+09	Chev Volt	8	\$ 38,000.00		2-Feb
10	DLJ392	Hond Acc	6	\$ 21,000.00	Fel Warrant	4-Feb
11	MPR6064	Toy Cor	12	\$ 14,000.00	Fug/Drugs	5-Feb
12	NS41138	Chev Mal	8	\$ 21,000.00	Fug/Burg	8-Feb
13	BZ8K588	Ford Taur	23	\$ 8,000.00	Fraud	10-Feb
14	MNC3563	Cadi CTS	8	\$ 28,500.00		21-Feb
15	MYR3265	ToyHigh	US Coins	\$ 18,000.00	Fraud	3-Mar
16	89686F5	HYNsOn	7	\$ 18,500.00	Fraud	4-Mar
17	KXS9288	Ford Focus	2	\$ 14,500.00	Fraud	11-Mar
18	MXL9491	Ford F350	22	\$ 31,000.00		18-Mar
19	NZN3882	AcuraTLX	8	\$ 24,500.00		22-Mar
20	GSC6637	Niss Alt	8	\$ 16,000.00		30-Mar
21	AW83550	Ford F150	19	\$ 24,000.00	meth/fraud	2-Apr
22	8UTT006	BMW X7	20	\$ 41,000.00		16-Apr
23	NFS0818	MercC30	19	\$ 37,000.00		18-Apr
24	DV3YSL	Chev Equx	8	\$ 15,600.00		11-Apr
25	NZN3882	AcuraTLX	8	\$ 23,000.00	Burg/BMV's	11-May
26	DB3Y023	Buick Sed	4	\$ 20,000.00		12-May
27	BPS9409	Niss RGE	15	\$ 22,500.00		13-May
28	JDV2724	Toy Corrol.	2	\$ 26,000.00	Car Jacking	16-May
29	GYL2571	Chev PU	2	\$ 41,000.00	Prostitute	25-May
30	1275 E1	Niss Rog	6	\$ 24,500.00	Prostitute/273	6-Jun
31	MXD4027	Niss Alt	8	\$ 19,500.00		7-Jun
32	NTH2685	Chev Van	2	\$ 31,000.00	Fugitive	10-Jun
33	NTV6211	Toy Cor	River	\$ 17,000.00	Mail Thieves	10-Jun
34	LDCV51	Kia Van	19	\$ 19,000.00	Fraud	12-Jun
35	MVL3523	Mini	8	\$ 22,500.00		27-Jun
36	LTR3263	Audi	17	\$ 37,000.00	Burglar	8-Jul
37	CWX5690	Tou Rav4	4	\$ 17,500.00	fugitive	9-Jul
38	DGJ6939	Buick Sed	6	\$ 11,000.00	Drugs-Mail	17-Jul
39	DCJ8410	Mercury	Longwd's	\$ 12,000.00	Weapons	18-Jul
40	NHK7400	Ford F250	22	\$ 23,000.00	Stolen PLT and	27-Jul
41	KHT0403	Toy SUV	8	\$ 11,000.00	Warrant	28-Jul
42	NS73023	Ford Edge	23	\$ 2,000.00	Fraud	4-Aug
43	AH32929	Uhaul	19	\$ 31,000.00		4-Aug
44	14919H8	Ram 1500	8	\$ 43,000.00	Burglars	7-Aug
45	PRL8380	Honda Odj	1	\$ 22,000.00	Civil	8-Aug
46	NMC1245	Niss Alt	10	\$ 23,000.00	Mail Thieves	26-Aug *STL PL+
47	401278J	Trailer	8	\$ 9,000.00	Fugitive	9-Sep
48	MXK1989	Chev Sil	8	\$ 16,500.00		10-Sep
49	JMA4019	ChevMal	8	\$ 9,000.00	Runaway	13-Sep
50	AE77046	Uhaul	17	\$ 27,000.00	Stolen in Burg	21-Sep
51	LS9812	Dodge Chg	River	\$ 23,000.00	Fugitive	30-Sep
52	BWE005	MazMX3	Mall	\$ 19,000.00	Mall	4-Oct
53	KXN6727	BMWXX3	2	\$ 28,000.00	Fugitive	8-Oct
54	NHT2463	Chry300	8	\$ 22,500.00	Rental	10-Oct

Plate Recoveries

Plate Recove	Date	Links
9056154	3/1/2021	Paper Fraud Tag
LKW4759	5/23/2021	
KDG6937	7/31/2021	Wanted Subject
NMC1245	8/26/2021	On stolen car same make
JLX5130	9/15/2021	
19614A4	9/13/2021	Stolen Temp
NBJ0628	9/19/2021	

34 of 51 involved in other crimes = 68%

Firearm in vehicle

2021 Value	\$ 1,166,900.00		51
2020 Value	\$ 1,147,500.00	Recovered	61
2019 Value	\$ 438,000.00	Recovered	22
Program Total	\$ 2,752,400.00		134

INVESTIGATIVE LEADS

103	NVK8808	Chev Tahoe	MDE Harrassment Case	SBISD	Solved	21-Jan
18	92350G3	Jeep Cherokee	Jegger Belaire to Racquet Club		CID-Open	22-Jan
21	BXR4783	Chev Pickup	FSGI		Solved	8-Feb
WIND HOA	FDC2680	Niss Alt	Mail Thieves		Solved	16-Feb
US Coins	MPV1209	Toy	BMW Jegger		CID-Open2	27-Feb
Strey	LYN9642	Toy Cor	Package Thief		CID-Open	27-Feb
17	CN81734	BLK F150	FSGI		ID's	3-Mar
24	960200	Blk Exped	Burg		Gypsys	27-Apr
26	11548U4	Ford PU	Burg		Gypsys	29-Apr
11	10654S1	Ford PU	Burg		Gypsys	29-Apr
19	07316A8	Niss Sen	Mail Thieves		Arrested	19-Jun
23	BX3C492	Pirus	Selling Drugs		Arrested	26-Jun
Hed	MZZ3574	Ford F150	Theft of Lawn EQPT		Open	7-Jul
10	NMC1245	Niss Alt	Serial Mail Thief		Arrested	26-Aug
11	Golf	Golf	Burglar		Open	14-Sep

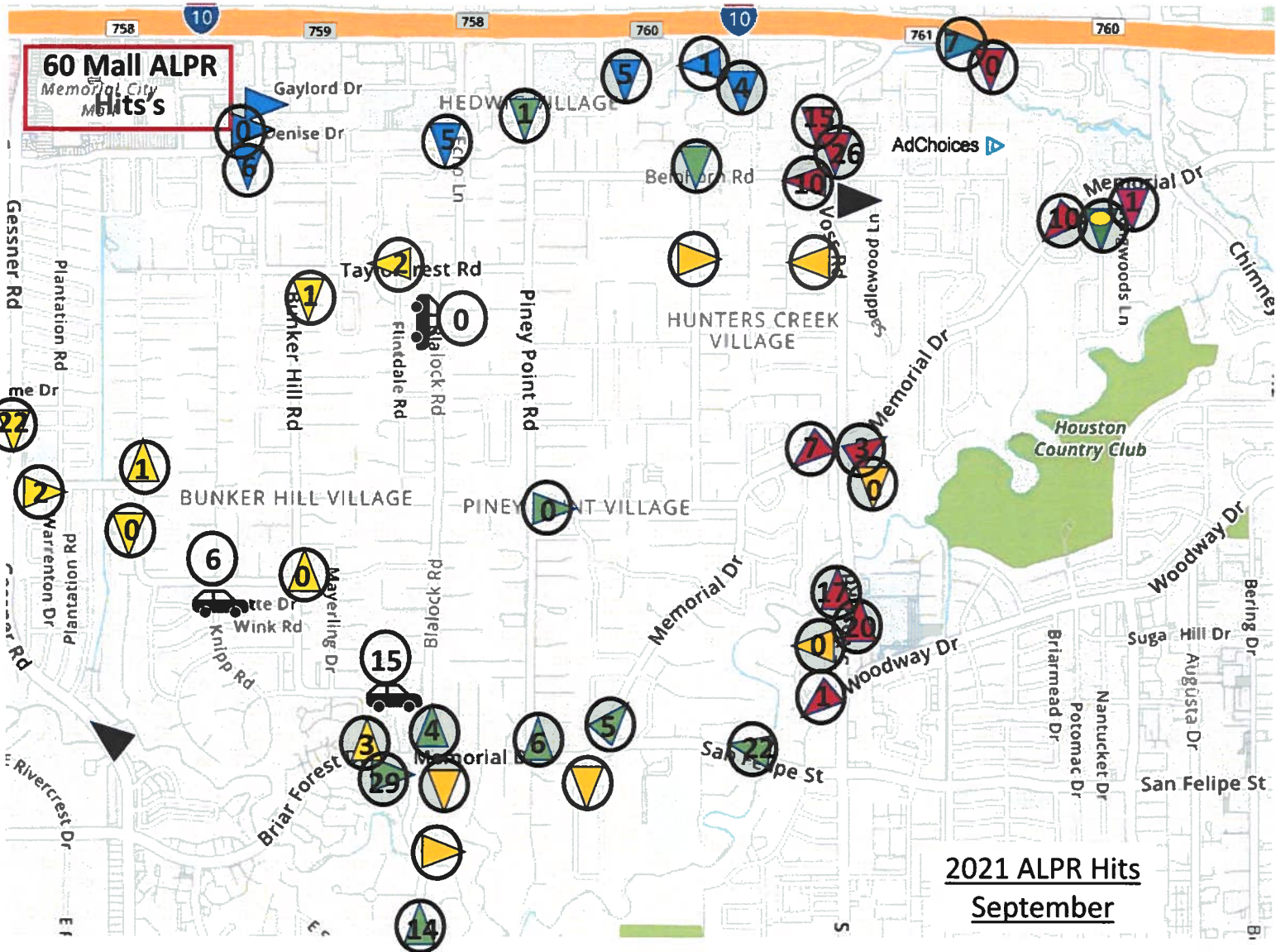
Hits/Reads By Camera

1	22/249,846	17	7/139,727
2	2/112,372	18	3/107,152
3	0/0	19	15/262,636
4	3/136,932	20	26/344,099
5	1/90,171	21	17/236,032
6	2/77,102	22	20/363,498
7	29/239,007	23	22/214,910
8	14/254,414	24	6/127,618
9	6/64,253	25	0/59,400
10	5/103,537	26	0/31,438
11	0/30,834	29	Riverbend 1/2,506
12	1/77,501		Station 0/3,781
13	0/0		#172 15/98,935
14	10/78,749		Trailer 0/343
15	0/5,943		Strey 1/15,158
16	10/85,081		

Total Reads – 3,609,414

Unique Reads – 1,548,024

Hits- 394 - 6 Hit List- 230



60 Mall ALPR Hits's

Hedwig
 (16)

Bunker Hill

Piney Point

Hunters Creek

Frequent Mobile Locations

(230) Total Hits

Lindenwood HOA

Longwoods HOA

US Coins

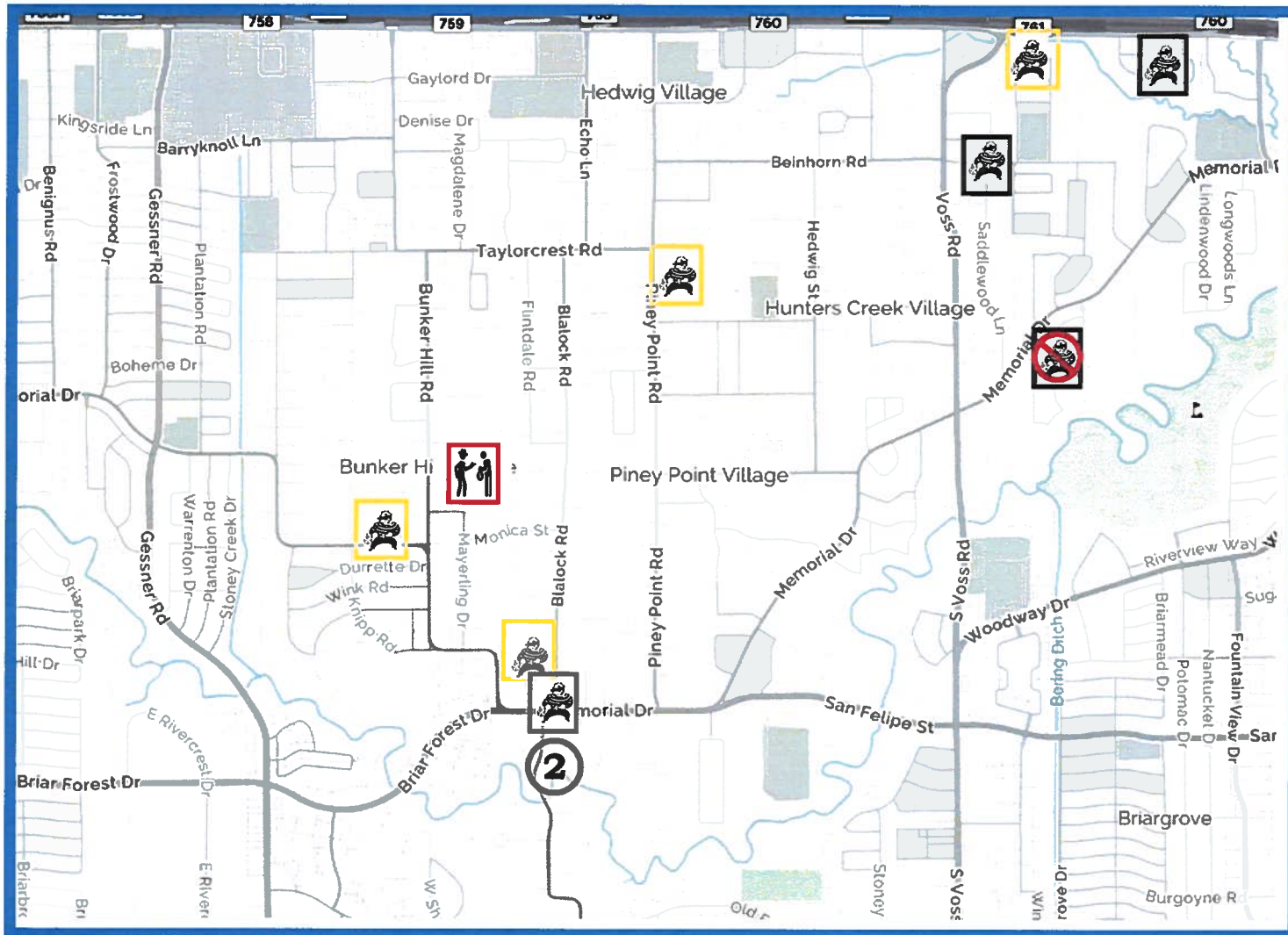
In Process

HOA Systems

2021 ALPR Hits
September

09/31/21








2021 Burglary Map

Address	Alarm	POE
302 Chapel Bell	No	Vacant (none)
10611 Tarleton	No	Side Door
11634 Blalock Ln	No	Ruse
618 Piney Point Rd	No	Ruse
11310 Smithdale	No	Veh in Carport
11612 Memorial	No	Open Door
11612 Memorial	No	Key in Door
8429 Katy Fwy	No	Smash Door
10903 Wickwild	Yes	Open Garage

2021 Robberies

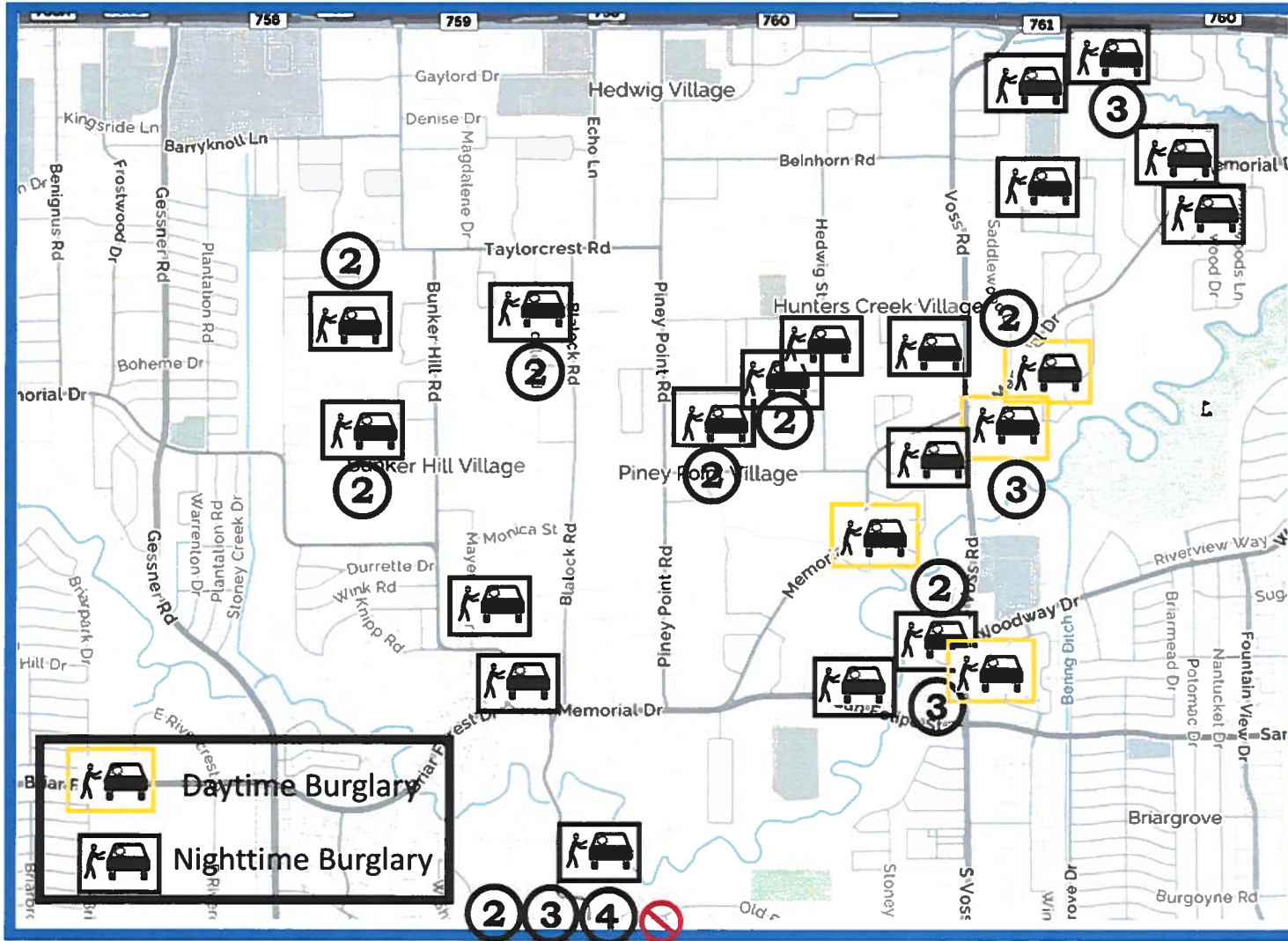
Address	MO
11702 Greenbay	Walker

-  Daytime Burglary
-  Nighttime Burglary
-  Robbery

9/31/21

2

2021 Auto Burglary Map



Address	POE
10709 Memorial (juggling)	Side Win Smash
335 Knipp	UNL Door
11931 Broken Bough	UNL Door
348 Knipp	UNL Door
512 Knipp	UNL Door
8435 Katy Fwy	Side Win Smash
11322 Surrey Oaks	UNL Door
505 Ripplecreek	Truck Bed
7627 River Point	UNL Door
11734 Flintwood	UNL Door
7630 River Point	UNL Door
907 Tarrington	UNL Door
10610 N Evers Park	UNL Door
11107 Wickway	UNL Door
243 Hedwig	UNL Door
3 Stayton Cir	UNL Door
3 Claymore	UNL Door
302 Lindenwood	UNL Door
323 Hunters Trail	UNL Door
6 Woodsedge	Truck Bed
10821 Longshadow	UNL Door
1116 Riverglyn	UNL Door
10709 Memorial	UNL Door
PP City Hall	Side Win Smash
11701 Forest Glen	UNL Door
733 Creekside	UNL Door
218 Bylane	UNL Door
30 Windemere	UNL Door
8525 Katy Fwy	UNL Door
10700 Memorial	Side Win Smashed
11715 Timberknoll	UNL Door
8525 Katy Fwy	UNL Door
335 Piney Point	UNL Door
3 Saddlecreek	UNL Door
1108 Riverbend	UNL Door

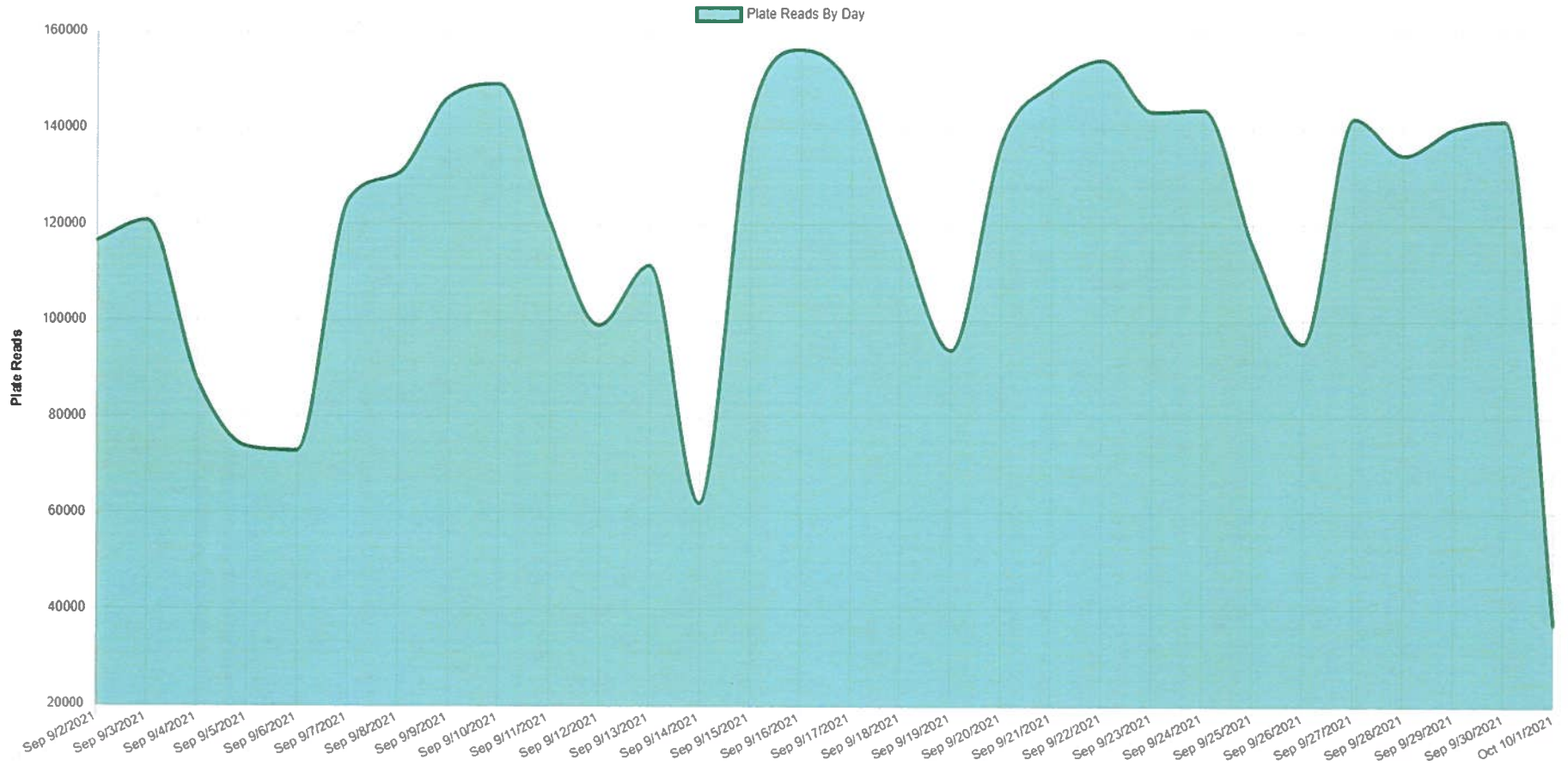
Plate Reads Summary

Total Plate Reads:
3,609,414

Export  Sep 2 - Oct 1

Cameras (30) ▾

Search



Unique Plate Reads Summary

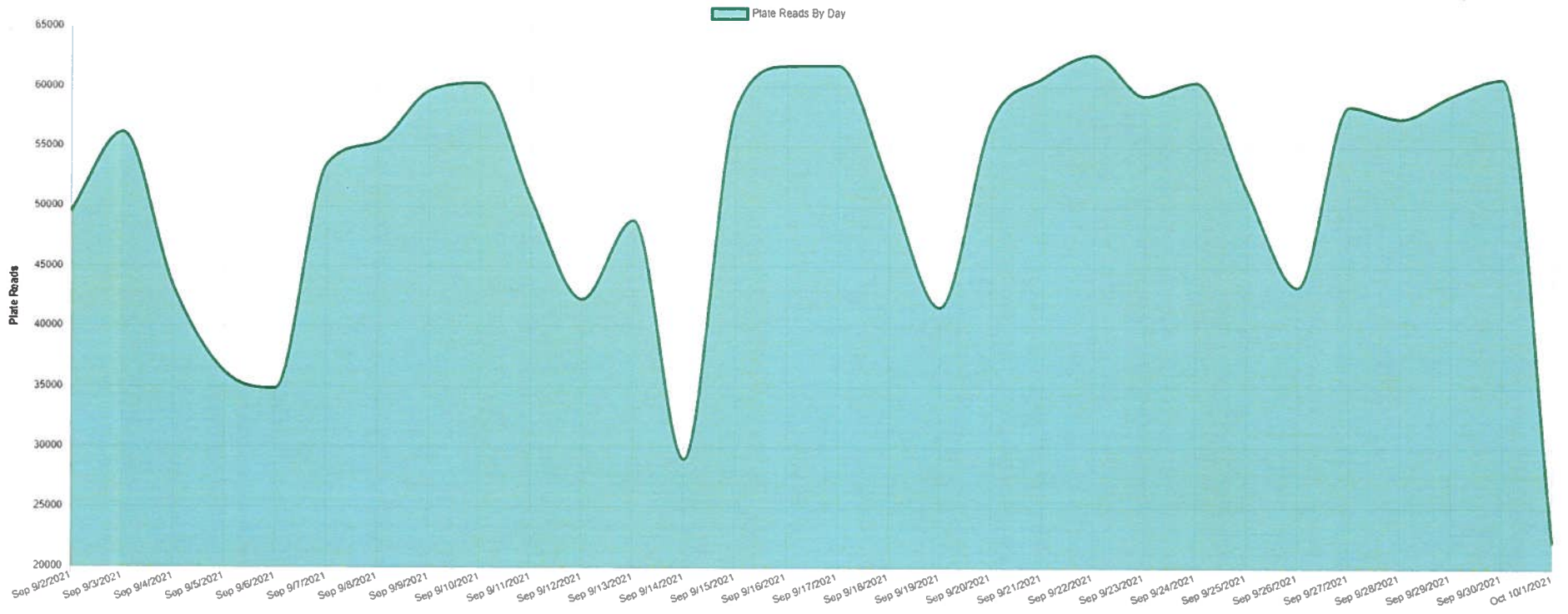
Total Unique Plate Reads:
1,548,024

Export 

Sep 2 - Oct 1

Cameras (30) ▾

Search



All Categories

Hits Report

Total Hits:
394

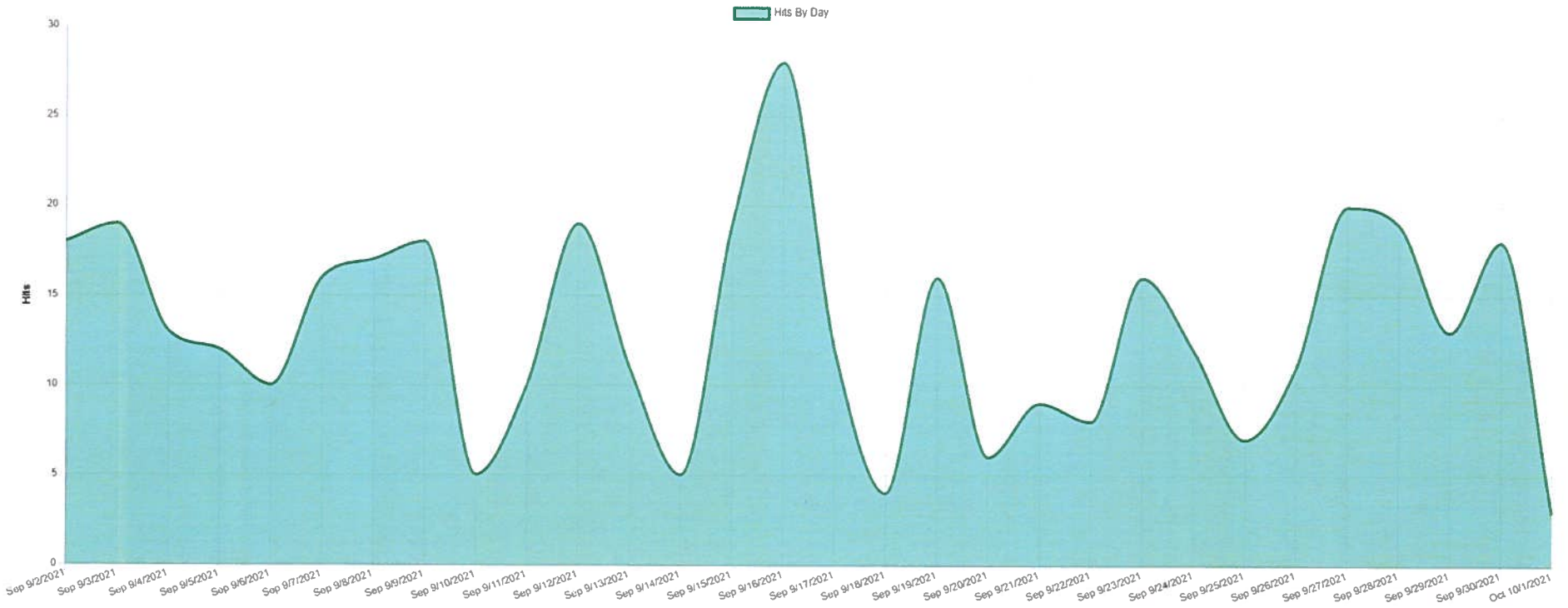
Export 

Sep 2 - Oct 1

Topics (14) ▾

Cameras (30) ▾

Search



Top 6 Categories

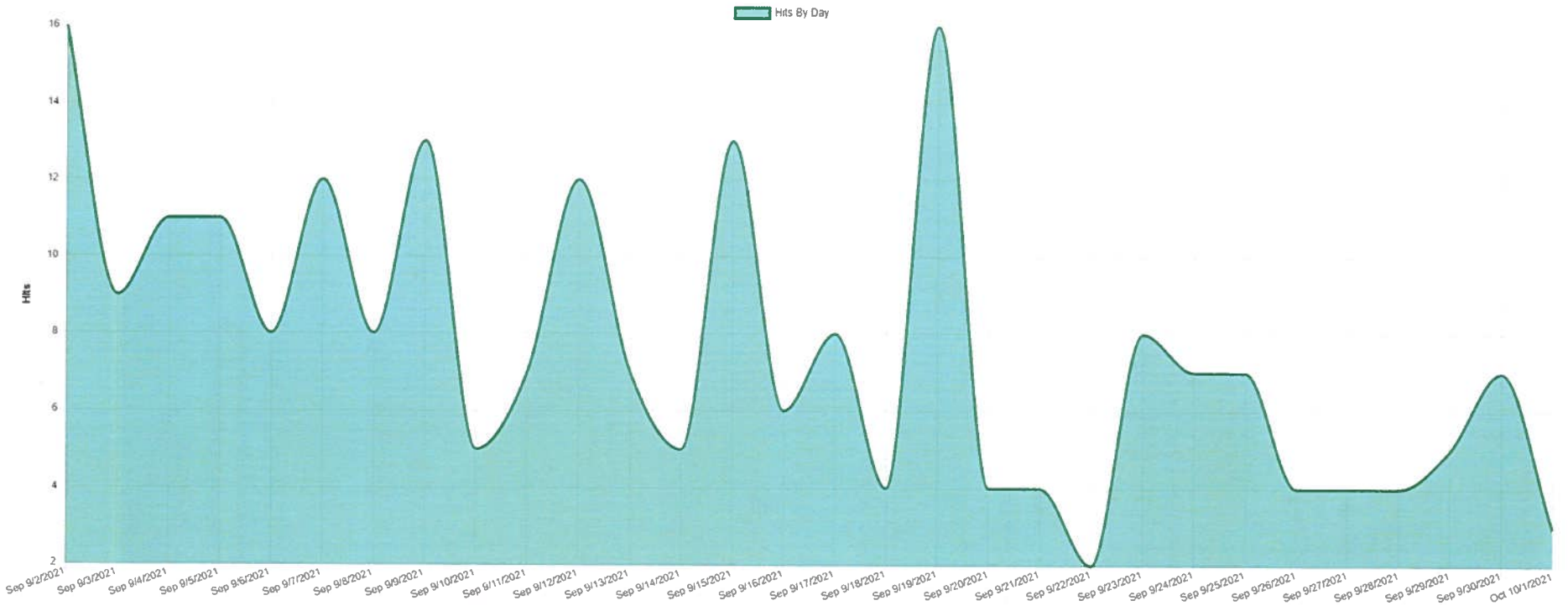
Hits Report

Total Hits:
230

Export 

Sep 2 - Oct 1

Topics (6) Cameras (30)



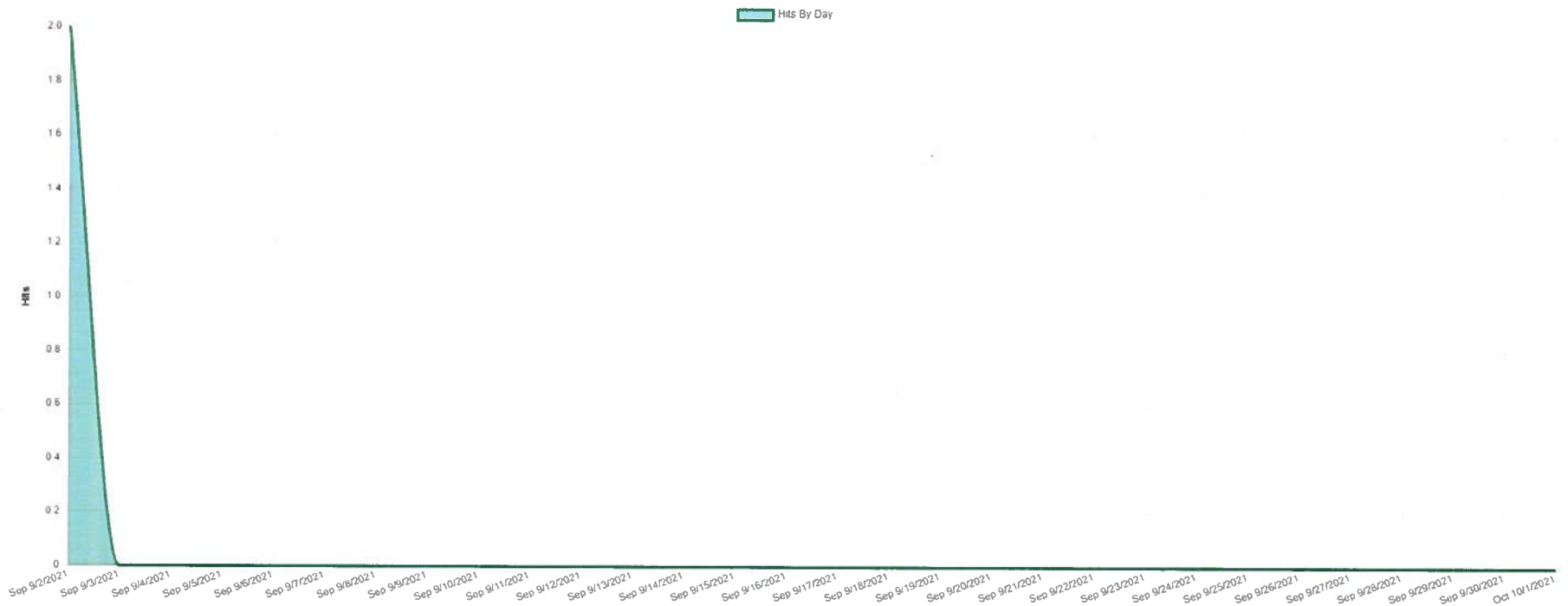
Sex Offenders

Hits Report

Total Hits:
2

Export  Sep 2 - Oct 1

Topics (1)  Cameras (30) 





MEMORIAL VILLAGES POLICE DEPARTMENT NOTICE OF A REGULAR MEETING

Notice is hereby given of a Regular Meeting of the Board of Commissioners of the Memorial Villages Police Department, a combined police department of the Cities of Bunker Hill Village, Hunters Creek Village and Piney Point Village, Texas, to be held at 6:00 PM on October 13, 2021, at the

Memorial Villages Police Department
11981 Memorial Drive
Second Floor Conference Room
Houston, Texas 77024

for the purpose of considering and, if deemed advisable by the Board of Commissioners, acting upon the agenda items shown below. A quorum of the Board of Commissioners will be physically present at the above referenced meeting location, but some commissioners and staff members may attend the meeting by videoconference call as authorized by §551.027 of the Texas Government Code.

AGENDA

- a. Citizen Comments – At this time, any person may speak to the Police Commission. In compliance with the Texas Open Meetings Act, if a member of the public comments or inquires about a subject that is not specifically identified on the agenda, the Police Commission may only respond by giving a statement of specific factual information or by reciting existing policy. The Police Commission may not deliberate or vote on the matter, but it may be recessed for a future meeting.
- b. Swearing in of officers – Certificate of Oath or Affirmation for Officer Kukowski and Ortega.
- c. Approval of Minutes - Update, discussion and possible action.
 1. Approval of September 20, 2021, Meeting Minutes.
- d. Financial Report - Update, discussion and possible action.
 1. FY21 Budget Review and Discussion.
- e. New Business - Discussion and possible action.
 1. MVPD Vehicle Funding Options – Status of Fuel Tanks.
 2. Acceptance of Electric-Assist Police Bicycle.
- e. Chief's updates
 1. Summary overview of monthly reports and activities.
 2. COVID-19 Pandemic updates and discussion of possible actions that may be required, due to staffing/
Vaccine Distributions.
- f. Follow Up Item from a Previous Meeting Discussion and possible action on outstanding items.
 1. Consider modification of the employees' dependent health care coverage.
 2. Status of current job openings.
 3. Employee Survey Results.
- g. Executive Session - It is anticipated that all, or a portion of the discussion of the following item will be conducted in closed executive session under authority of the Texas Open Meetings Act. However, no action will be taken on this item until the Commission reconvenes in open session.



MEMORIAL VILLAGES POLICE DEPARTMENT

Minutes of the Police Commission Meeting

September 20, 2021, 6:11 p.m.

A quorum was established, and Commissioner Huguenard called the September 20th, 2021, meeting to order at 6:11 p.m. via. Zoom Teleconference, the toll-free number used for the meeting was 1-346-248-7799.

In attendance were:

From the Commission:

City of Piney Point

Commissioner Huguenard

Commissioner Southwick

Alt. Commissioner Ebeling

City of Hunters Creek

Commissioner Hamilton

Alt. Commissioner Reichel

City of Bunker Hill

Commissioner Smyre

Commissioner Rosenbaum

Alt. Commissioner Murphy

Absent:

Commissioner Johnson

Finance Manager, Victoria Bowman

From Memorial Village PD

Chief of Police, Raymond Schultz

HR/Office Manager, Maureen Loud

Guests

Brian Baker

Christopher Nash

Anthony Lowrie

Legal Counsel

John Hightower/ Kaela Olson

MINUTES

At 6:11 p.m. Commissioner Huguenard called the Zoom teleconference to order as allowed by the Governor's order to suspend certain portions of the open meetings act. This meeting is being recorded and will be available to the public in accordance with the Open Meetings Act upon written request. Our Zoom moderator is Kaela Olsen of Olson and Olson.

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

a. Citizen Comments

None

b. Swearing in of Officers

Chief Schultz introduced our newly appointed Commander Baker, Sergeant Nash, and Police Officer Lowrie all of which were sworn in by Commissioner Huguenard.

c. Approval of Minutes

Motion was made by Commissioner Hamilton and seconded by Commissioner Smyre to approve the August 9th, 2021, minutes as presented. The Commission voted unanimously to approve the minutes.

d. Financial Report

Chief Schultz presented the financial report. We have completed 8 months of the fiscal year, the department has received 75% of its appropriation, and expended 63%. The Gas/Oil line item is above normal due to additional fuel premium costs and issues with the calibration. Four vehicles went to auction, and we will have more on that next month. The Department remains to be on target and ending the year within budget.

e. New Business

1. Staffing, Hiring and Retention.

Two new officers started today, one is from Minnesota and the other from Bellaire P.D. We anticipate more turnover in the near future as three officers have stated they plan on leaving, one will be assuming a family business, another will be leaving to go to law school, another who is currently out on medical leave for surgery and may retire as a recommendation from his surgeon and finally another who may also have to retire due to health reasons.

There are two dispatch openings, and we haven't received many qualified candidates for these positions. We have also received notice of resignation from Ms. Loud as she is relocating to Colorado to join her husband and children, she will leave at the end of October. Chief Schultz handed out information from TCOLE, TMPA, TPCA, Indeed and several other companies with statistics on the number of advertisements for their current police officer openings. There are also the same shortages for telecommunicators.

When it comes to filling Maureen's position this will be quite a challenge for us because of the advanced job duties. We have created a flyer for an HR/Office Manager position and have updated the standard operating policy. We plan to divide Maureen's position into two jobs: HR Manager for onboarding and outboarding of all the employees management of the healthcare for MVPD and the cities, and Records and Recognition Manager. Records management for law enforcement has become much more complex with the transition from UCR reporting to NIBRS as well as significant increases in Expungements and Public Information Requests. All our records databases must be updated and coordinated with the Criminal Justice System.

The Commission agreed that Chief Schultz should move forward on getting a replacement for Maureen by engaging a professional employment agency like Robert Half.

f. Chief's Update

Chief Schultz presented his monthly report. Top calls for service are False Alarms. We had 10,226 calls/incidents, 8,969 House watches, 224 traffic stops with 228 citations being issued for 245 violations. The average response time was 4:22. We had 43 new V-LINC registrations.

g. Follow Up Item from a Previous Meeting

1. Consider modifications of the employees' dependent health care coverage.

Chief Schultz stated that he would like to amend the FY22 budget to include coverage of 75% of dependent healthcare effective January 2022. Offering this benefit would increase the 2022 budget by \$22,807.91

When asked whether a complete analysis of the department's benefit package should be undertaken first, Chief Schultz indicated that such an analysis would be expensive. This information was provided previously, and the bids received were from Public Sector of \$7,500. TRUPP quoted \$16,800, and Gallagher the company that the village managers suggested would be a more comprehensive review came back at \$26,000. If this is the direction we want to go in, then Chief Schultz would need approval to move forward with this.

The Commission expresses their general support for the idea of increasing the benefit and asked Chief Schultz to conduct an informal employee survey and pull together additional information to present to the Commission at the next meeting.

h. Executive Session

1. Legal advice from the Commission's attorney regarding pending claims against the Department.
2. Legal Advice and discussion of personnel matters.

No Executive Session was necessary.

Chief Schultz asked if the October meeting could be moved to 10/13/2021 as he has another commitment on the 20th, the Commission approved the new date.

h. Suggestions for future agenda items

Motion was made by Commissioner Ebeling and seconded by Commissioner Smyre to adjourn the meeting at 7:40p.m. The Commission voted unanimously to approve the motion.

Approved and accepted on _____, 2021.

By: _____
James Huguenard, Chairman
Board of Commissioners
Memorial Villages Police Department



Memorial Villages Police Department
11981 Memorial Drive
Houston, Texas 77024

Raymond Schultz
Chief of Police

October 4, 2021

Submitted for your review is the FY21 Budget Performance Report and accompanying documents as of September 30, 2021. At the completion of the third quarter of the fiscal year, the department has received 83% of its appropriation and has expended 72%. At this same point last year, the Department expended 71%.

General Fund:

The Gas & Oil (line item 300) and vehicle maintenance (line item 310) categories have exceeded their line-item appropriations. However, the department remains projected to end the year operating within budget.

The Department received a reward letter from FEMA and is expected to receive \$14,303.87 in reimbursement for overtime costs incurred during the winter storm. This equates to 75% of approved incurred costs.

Vehicle Replacement:

The Department sold 4 vehicles during the month of September totaling \$43,986

Unit #172 – 2015 Ford Explorer	Net receipt \$10,500
Unit #175 – 2016 Ford Taurus	Net receipt \$8,300
Unit #177 – 2017 Ford Explorer	Net receipt \$12,186
Unit #178 – 2017 Ford Explorer	Net receipt \$13,000

Special Capital Assets Fund:

Banking Fees were the only charges for the month of September

Update:

In compliance with the requirements of the Public Funds Investment Act and the Department's investment policy the department has met the following requirements:

- Newly appointed investment officer receiving 10 hours of training within 12 months of appointment.
- Quarterly investment and collateral report – See attached

**Memorial Villages Police Department
General Fund**

For the nine months ended September 2021

75.00% 76.92%

DESCRIPTION	ADOPTED BUDGET	ACTUAL	DIFF	% Executed	Forecasted Annualized 12/31/21	Projected Saving / (Deficits)	% Forecasted
Expenditures							
100 Regular Wages	3,679,271	2,685,635	993,636	72.99%	3,609,988	69,283	98%
110 Overtime	125,000	74,013	50,987	59.21%	96,217	28,783	77.0%
115 Court/Bailiff OT	12,000	506	11,494	4.22%	675	11,325	6%
120 Retirement	450,483	317,021	133,462	70%	417,327	33,156	92.6%
125 457b Employer contribution	32,869	15,654	17,215	48%	32,869	0	100.0%
130 Health Insurance	592,828	359,030	233,798	60.56%	493,463	99,365	83%
140 Workers Compensation	70,500	49,219	21,281	69.81%	65,625	4,875	93.1%
150 Life/LTD	21,709	14,172	7,537	65.28%	18,971	2,738	87%
160 Medicare/SS	55,403	41,290	14,113	74.53%	53,676	1,727	96.9%
Personnel Services	5,040,063	3,556,540	1,483,523	70.6%	4,788,812	251,251	95.0%
200 Auto	41,100	19,427	21,673	47.3%	25,903	15,197	63%
210 General Liability	720	193	527	26.8%	257	463	35.7%
220 Public Official Bond	960	636	324	66.3%	848	112	88%
230 Professional Liability	21,400	13,251	8,149	61.9%	17,668	3,732	82.6%
240 Real & Personal Property	8,000	5,480	2,520	68.5%	7,307	693	91%
Total Other Insurance	72,180	38,987	33,193	54.0%	51,983	20,197	72.0%
300 Gas & Oil	70,500	87,958	(17,458)	124.8%	114,399	(43,899)	162%
310 Maintenance	35,000	35,708	(708)	102.0%	47,610	(12,610)	136.0%
320 Tires	7,000	2,514	4,486	35.9%	6,500	500	93%
330 Damage Repair	10,000	2,134	7,866	21.3%	2,845	7,155	28.5%
Maintenance & Misc.	122,500	128,314	(5,814)	104.7%	171,355	(48,855)	139.9%
400 General Maintenance	25,000	19,442	5,558	77.8%	25,000	0	100%
410 Janitorial Services	21,000	15,300	5,700	72.9%	20,400	600	97.1%
420 Jail	1,000		1,000	0.0%	350	650	35%
430 Building Furnishings	15,000	7,803	7,197	52.0%	13,000	2,000	86.7%
Total Building	62,000	42,546	19,454	68.6%	58,750	3,250	94.8%
500 Computers	13,000	9,867	3,133	75.9%	13,000	0	100%
510 Postage/Postage Machine	1,100	580	520	52.7%	773	327	70.3%
520 Stationery/Expendables	15,000	10,312	4,688	68.7%	13,750	1,250	92%
530 Bank Finance Charges	550	411	139	74.8%	550	0	100.0%
540 Payroll	17,400	13,633	3,767	78.3%	17,400	0	100%
Total Office	47,050	34,803	12,247	74.0%	45,473	1,577	96.6%
600 Telephone	36,003	29,525	6,478	82.0%	38,174	(2,171)	106%
310 Electric	20,000	9,294	10,706	46.5%	12,392	7608	62.0%
620 Water/Sewer	5,320	2,564	2,756	48.2%	3,419	1901	64%
630 Natural Gas	600	449	151	74.8%	600	0	100.0%
Total Utilities	61,923	41,832	20,091	67.6%	54,586	7,338	88.2%
700 Equipment Maint Contracts	118,340	91,503	26,837	77.3%	118,340	0	100%
710 SETCIC fees	3,600	3,003	597	83.4%	3,100	500	86.1%
720 Legal/Professional	55,000	39,028	15,972	71.0%	55,000	0	100%
730 IT Services	101,850	74,541	27,309	73.2%	101,605	245	99.8%
740 Software Maintenance Contracts	56,202	43,835	12,367	78.0%	56,202	0	100%
Total Contract Services	334,992	251,911	83,081	75.2%	334,247	745	99.8%
800 Accreditation	1,200	1,200	0	100.0%	1,200	0	100%
810 Uniforms	30,500	25,279	5,221	82.9%	30,000	500	98.4%
820 Radio parts and labor	33,036	28,044	4,992	84.9%	33,036	0	100%
830 Firearms Training & Ammo	5,500	3,927	1,573	71.4%	5,500	0	100.0%
835 Tasers	15,000	10,254	4,746	68.4%	14,000	1,000	93%
840 Training & Prof Dues	58,000	24,574	33,426	42.4%	32,766	25,234	56.5%
850 Travel	9,000	3,614	5,386	40.2%	4,818	4,182	54%
860 Recruiting Costs	5,000	16,604	(11,604)	332.1%	(11,604)	16,604	-232.1%
870 Criminal Investigations	3,500	2,416	1,085	69.0%	3,500	0	100%
880 Contingency	25,000		25,000	0.0%	0	25,000	0.0%
890 Small Equipment	13,500	13,381	119	99.1%	13,381	119	99%
Storm Related Expenditures		18,523			18,523		
Total Office	199,236	147,816	51,420	74.2%	145,120	72,639	72.8%
TOTAL GENERAL	5,939,944	4,242,748	1,697,196	71.4%	5,650,324	308,143	95.1%

Memorial Villages Police Department Vehicle Replacement								
For the nine months ended September 2021		75.00%						
Prior Year Cash Carryover	27,608.11							
FY21 Sale of vehicles	43,986.00							
FY21 Assessment collected to date	127,500.00			FY21 Assessment remaining	25,500.00			
FY21 Interest earned to date	153.24							
FY21 Expenditures	(153,000.00)							
FY21 A/P	-							
Cash Balance @ 09/30/21	26,040.22							
DESCRIPTION	ADOPTED BUDGET	ACTUAL	DIFF	% Executed	Forecasted Annualized 12/31/21	Projected Saving / (Deficits)	% Forecasted	
<i>Expenditures</i>								
1000 Vehicle Replacement	153,000	153,000	0	100.00%	153,000	0	100.0%	
Total Vehicle Replacement	153,000	153,000	0		153,000	0	100.0%	
Vehicle Replacement costs covered by carryover		20,207						
Memorial Villages Police Department Special Capital Assets								
For the nine months ended September 2021		75.00%						
Prior Year Cash Carryover	84,147.81							
Asset Seizure Funds	48,482.93							
FY21 Assessment collected to date	16,500.00			FY21 Assessment remaining	0.00			
FY21 Interest earned to date	442.55							
FY21 Expenditures	(16,816.89)							
Cash Balance @ 09/30/21	132,756.40							
DESCRIPTION	ADOPTED BUDGET	ACTUAL	DIFF	% Executed	Forecasted Annualized 12/31/21	Projected Saving / (Deficits)	% Forecasted	
<i>Expenditures</i>								
2880 Capital Projects	16,500	16,817	(317)	0.0%	16,855	(355)	0.0%	
Total Capital Items	16,500	16,817	(317)	0.0%	16,855	(355)	0.0%	
Total Vehicle and Capital Fund	169,500	169,817	(317)	100.2%	169,855	(355)	100%	
Memorial Villages Police Department								
DESCRIPTION	ADOPTED BUDGET	ACTUAL	DIFF	% Executed	Forecasted Annualized 12/31/21	Projected Saving / (Deficits)	% Forecasted	
GENERAL FUND	5,939,944	4,242,748	1,697,196	71%	5,650,324	308,143	95%	
VEHICLE & CAPITAL FUNDS	169,500	169,817	0	100%	169,855	(355)	100%	
TOTAL BUDGET	6,109,444	4,412,565	1,697,196	72%	5,820,179	307,788	95%	

**MEMORIAL VILLAGES POLICE DEPARTMENT
PROJECTED CASH BALANCE**

30-Sep-21

8-Sep-21


All Funds (MODIFIED CASH BASIS PROJECTIONS)

Cash collected for FY21 @ 09/30/21	\$	5,194,115
Estimated Expenditures (Sep 21)	\$	4,412,565
Estimated cash on hand @ 09/30/21 for FY21 activities	\$	781,549

Cash Balances@ 09/30/21:

Health Benefits	\$9,136
General	\$844,373
Vehicle Replacement	\$26,040
Dare Fund	\$12,977
Special Capital Assets	
Actual cash balance @ 09/30/21 all accounts	\$1,025,282

All Funds (Modified Accrual Basis Projections)	2021 YTD Budget	2021 YTD Actual	2021 YTD Difference (Budget vs. Actual)	2021 Total Adopted Budget
GENERAL FUND REVENUES	4,949,955	4,957,050	7,095	5,939,944
GENERAL FUND EXPENDITURES		4,242,748		
GENERAL FY 21 REVENUES OVER EXPENDITURES		714,301		
VEHICLE REPLACEMENT REVENUES	127,500	171,639	44,139	153,000
VEHICLE REPLACEMENT EXPENDITURES		153,000		
VEHICLE FY 21 REVENUES OVER EXPENDITURES		(1,568)		
SPECIAL CAPITAL ASSETS REVENUES	16,500	65,425	48,925	16,500
CAPITAL EXPENDITURES		16,817		
CAPITAL FY 21 REVENUES OVER EXPENDITURES		48,609		
COMBINED REVENUES	5,093,955	5,194,115	100,160	6,109,444
COMBINED EXPENDITURES		4,412,565		
COMBINED FY 21 NET REVENUES / EXPENDITURES		781,549		
Formal reserves:				
	DARE			\$12,977
	VEHICLE REPLACEMENT			\$26,040
	SPECIAL CAPITAL ASSETS			\$132,756
	WORKING CAPITAL			\$60,000
	STATE TRAINING FUNDS			\$4,572
				<u>\$236,346</u>

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
A		Total Number of YTD Incidents 2021							Life Threatening (LT) EMS Incidents			Life Threatening (LT) Fire Incidents				
		Fire	EMS	Total	# LT EMS	Natl Stand. 6:30 1st Resp. Time	of 90%	Natl. Stand 10:30 ALS Resp Time	of 90%	# LT Fire	Natl Stand. 6:50 Response Time	of 90%	% of 2021 Calls are:		Fire Alarms	% of Fire Calls
													Fire	EMS		
Bunker Hill Village	198	92	290	37	3:48	100%	6:23	100%	9	4:36	100%	68%	32%	93	47%	
Hedwig Village	160	174	334	98	3:22	100%	3:15	100%	27	3:19	100%	48%	52%	73	46%	
Hilshire Village	26	38	64	21	2:54	100%	4:50	100%	4	4:16	100%	41%	59%	9	0%	
Hunters Creek Village	330	154	484	63	4:03	100%	5:41	100%	28	5:19	100%	68%	32%	148	45%	
Piney Point Village	230	110	340	48	4:19	100%	5:17	100%	18	5:18	100%	68%	32%	102	44%	
Spring Valley Village	212	149	361	75	2:53	100%	4:20	100%	20	4:04	100%	59%	41%	57	27%	
Houston	83	0	83													
Totals	1239	717	1956	342	3:34	100%	4:47	100%	106	4:33	100%	63%	37%	482	35%	

- Notes: ALL Response Time categories include from the receipt of the call at the Primary Dispatch to arrival on location of the responding units.
- Column 1: Reflects the cities listed within the chart.
 - Column 2: Reflects the year to date number of "fire" type calls within each jurisdiction. Includes: fires, vehicle collisions, gas leaks, rescues, tree in roadways, and others.
 - Column 3: Reflects the year to date number of "EMS" calls within each jurisdiction.
 - Column 4: Reflects the year to date, total number of all calls within each jurisdiction.
 - Column 5: Reflects the year to date, number of "life threatening EMS" calls within each jurisdiction. Includes: heart attacks, strokes, seizures, cardiac arrest, seizures and others.
 - Column 6, Row A: Reflects the "National Standard for total response time for life threatening EMS Calls of 6 minutes 30 seconds.
 - Column 6: Reflects the year to date, first responder's response times for each jurisdiction.
 - Column 7, Row A, Reflects the National Standard of the percentage of calls which the national standard should be met: 90%
 - Column 7: Reflects the year to date, percentage of calls which the national standard is met during life threatening EMS calls.
 - Column 8 Row A: Reflects the National Standard for total response time for life threatening EMS calls for arrival of Advanced Life Support Equipment and Personnel: 10 minutes 30 seconds.
 - Column 8: Reflects the year to date, Advanced Life Support equipment and personnel response time for life threatening calls within each jurisdiction.
 - Column 9 Row A, Reflects the National Standard of the percentage of calls which the ALS standard should be met: 90%
 - Column 9: Reflects the year to date, percentage of calls, which the national standards is met of ALS response for each jurisdiction.
 - Column 10: Reflects the year to date, number of life threatening "Fire Type" calls within each jurisdiction.
 - Column 11: Reflects the year to date, average total response time to fire type calls within each jurisdiction.
 - Column 12: Reflects the year to date, percentage of life threatening fire type calls which meet or exceed the National Standard.
 - Column 13: Reflects the year to date, percentage of calls which are "fire type" calls.
 - Column 14: Reflects the year to date, percentage of call which are "EMS" calls.
 - Column 15: Reflects the year to date number of Fire Alarms within each jurisdiction.
 - Column 16: Reflects the percentage of fire type calls which are fire alarms.

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: October 25, 2021

SUBJECT: Discuss and consider possible action on ERCOT Membership renewal for 2022, designate an authorized representative, and designate an alternate representative

Agenda Item: 3

Mr. Brocato's Direct Line: (512) 322-5857
Email: tbrocato@lglawfirm.com

MEMORANDUM

TO: City and Other Political Subdivision Members of ERCOT
FROM: Thomas L. Brocato
DATE: October 12, 2021
RE: ERCOT Membership Renewal for 2022

The purpose of this memorandum is to recommend that your city or other political subdivision renew its membership in the Electric Reliability Council of Texas ("ERCOT") for 2021. For the reasons we detail below, an ERCOT membership continues to be a straightforward and cost-effective way for your city to influence electric policy in Texas, and **we recommend that you submit your ERCOT membership renewal application and fee by Monday, November 8, 2021. The membership fee is \$100 per year.**

WHAT IS ERCOT?

ERCOT is the entity that is responsible for operating the electric grid in the deregulated portion of Texas. Furthermore, ERCOT maintains the set of complicated rules that frame the way that electricity is bought and sold in the deregulated wholesale market. Through a process of negotiation and deliberation within committees of interested parties, the ERCOT stakeholder process is constantly reviewing and revising these rules, known as the ERCOT protocols. Most of the issues addressed at ERCOT are addressed nowhere else—the Public Utility Commission has largely delegated these issues to the ERCOT stakeholder process.

WHAT ROLE DO CITIES PLAY IN THE ERCOT PROCESS?

Consumers, such as cities and other political subdivisions, have a voice in ERCOT's decision-making process. Each segment of the ERCOT market has a vote on issues before ERCOT, through its representatives on the Technical Advisory Committee ("TAC"), the Wholesale Market Subcommittee ("WMS") and the Retail Market Subcommittee ("RMS").

TAC, WMS and RMS are the bodies responsible for making the most important decisions about the detailed workings of the ERCOT market. These decisions can have bottom-line impacts on electricity prices. A total of 125 cities and other political subdivisions joined ERCOT in 2021. With this membership strength, cities successfully elected two city representatives to TAC and one director to ERCOT's Board of Directors for 2021. A strong contingent of city members would make continuation of this strong presence likely for 2022.

As you know, consumers in ERCOT face constant efforts by power generators and power marketers to modify the electricity market in ways that would increase prices. In 2022, ERCOT and the PUC will continue their work on several major market redesign initiatives. As a result, Cities' presence in the ERCOT process as a voice for consumers continues to be important.

WHAT DOES AN ERCOT MEMBERSHIP REQUIRE?

It is not difficult to renew your ERCOT membership. A simple form is required, along with payment of a \$100 membership fee. In the pages that follow, you find a guide to completion of the form. We are also available to assist you; please feel welcome to call me (Thomas Brocato) at my phone number at the top of this memorandum, or email me at tbrocato@lglawfirm.com.

In order to vote for candidates for the 2022 TAC, WMS and RMS, **please send your renewal application and \$100 fee to ERCOT by Monday, November 8, 2020.**

In completing the attached form, please note the following:

- Only corporate members may vote in ERCOT matters. In response to **Question No. A.2** on the form, we recommend that cities renew as **Corporate**, rather than associate, members.
- On the following list of member cities, you can see which Consumer segment (Small or Large Commercial) your city joined in for 2021. **We recommend that you choose the same segment on Question No. A.4 when renewing your membership for 2022.** Please call me (Thomas Brocato) at 512-322-5857 (or email: tbrocato@lglawfirm.com) if you have any questions about this.
- For corporate members in the Small or Large Commercial Consumer Segment, the renewal fee is **\$100**. The form designates how the payment is to be made in paragraph A.3.
- In response to **Question No. A.5, please designate as your authorized representative** an employee of your city that can receive notices from ERCOT. ERCOT contacts its members very rarely; this person will not be inundated with emails, but may be asked to vote on important issues from time-to-time. Please also designate an alternate representative; this is a new requirement in this year's form. During the coming year, please feel free to forward anything you receive from ERCOT to me at the email address above.
- There is **no need to answer Question No. A.6**, as it is not relevant to cities' memberships in ERCOT.
- Item A.3 on the form states the address at which to mail the form to ERCOT, but this can also be done by **email: membership@ercot.com**. Please note that if you submit your application via email, **you must still send the \$100 fee to ERCOT by wire transfer.** Due to precautions in place related to COVID-19, ERCOT is requiring submission of all Annual Member Dues by wire transfer; ERCOT is NOT accepting credit card or check payments this year. Contact ERCOT at membership@ercot.com for electronic funds transfer instructions. If payment by wire presents a difficulty for you, please contact Thomas Brocato by email at tbrocato@lglawfirm.com, or at (512) 322-5857.
- After you have sent your application to ERCOT, please forward a copy of your application to us at tbrocato@lglawfirm.com or fax (512) 472-0532. This will help us track pending applications, and will allow us to follow up with ERCOT if issues arise.

Please feel free to call or email us if you have any questions in completing the form or about ERCOT in general.

ERCOT Member Cities

October 12, 2021

Page 3 of 3

SMALL COMMERCIAL

1. Aransas Co. Municipal Utility District No. 1
2. City of Benbrook
3. City of Breckenridge
4. City of Bridgeport
5. City of Cedar Hill
6. City of Clear Lake Shores
7. City of Colleyville
8. City of Colorado City
9. City of Crowley
10. City of Dalworthington Gardens
11. City of Early
12. City of Eastland
13. City of Ennis
14. City of Fate
15. City of Frisco
16. City of Glenn Heights
17. City of Hamilton
18. City of Harker Heights
19. City of Haslet
20. City of Hewitt
21. City of Howe
22. City of Josephine
23. City of Keller
24. City of La Feria
25. City of La Marque
26. City of Lake Worth
27. City of Lancaster
28. City of Lorena
29. City of Morgan's Point
30. City of Murchison
31. City of Oak Point
32. City of Paris
33. City of Portland
34. City of Pottsboro
35. City of River Oaks
36. City of Rotan
37. City of Rowlett
38. City of Sachse
39. City of Saginaw
40. City of Seagoville
41. City of Snyder
42. City of Springtown
43. City of Texas City
44. City of Webster
45. City of Weston Lakes
46. City of Wharton
47. City of White Settlement
48. City of Woodway
49. City of Wylie
50. Town of Lakeside
51. Town of Trophy Club

LARGE COMMERCIAL

52. Aquilla Water Supply District
53. City of Alamo
54. City of Allen
55. City of Arlington
56. City of Bedford
57. City of Brownwood
58. City of Canton
59. City of Carrollton
60. City of Cleburne
61. City of Coppell
62. City of Corpus Christi
63. City of Dallas
64. City of Denison
65. City of Euless
66. City of Farmers Branch
67. City of Fort Worth
68. City of Grand Prairie
69. City of Grapevine
70. City of Houston
71. City of Irving
72. City of Killeen
73. City of Kingsville
74. City of Lewisville
75. City of McAllen
76. City of Mercedes
77. City of Mesquite
78. City of Midlothian
79. City of Mont Belvieu
80. City of North Richland Hills
81. City of Odessa
82. City of Robinson
83. City of Rockport
84. City of San Angelo
85. City of Seadrift
86. City of Stephenville
87. City of Sugar Land
88. City of Sulphur Springs
89. City of Sweetwater
90. City of Taylor Lake Village
91. City of Temple
92. City of The Colony
93. City of Tyler
94. City of Vernon
95. City of Victoria
96. City of Waco
97. City of Watauga
98. City of Waxahachie
99. City of Wichita Falls
100. Housing Authority of the City of Harlingen
dba Harlingen Housing Authority
101. South Texas Water Authority
102. Town of Flower Mound



**ELECTRIC RELIABILITY COUNCIL OF TEXAS, INC.
MEMBERSHIP APPLICATION AND AGREEMENT FOR MEMBERSHIP YEAR 2022**

This Membership Application and Agreement for Membership Year 2022 (Agreement) is made and entered into by and between Electric Reliability Council of Texas, Inc. (ERCOT) and _____ (Applicant). In consideration of the mutual covenants contained herein Applicant hereby submits its application for ERCOT Membership (Membership) and agrees to be bound by the obligations of Membership as further described herein and the ERCOT Bylaws. ERCOT will review this application and will provide Member services and benefits described herein, subject to the terms and conditions of this Agreement and the ERCOT Bylaws, provided that Applicant meets the requirements to become an ERCOT Member (Member). This Agreement shall be effective as of the date that ERCOT provides written notice approving this application for Membership Year 2022 (Effective Date).

Capitalized terms that are not defined in this Agreement shall have the meaning as defined in the ERCOT Bylaws, as amended from time to time.

A. Membership Application Information.

1. Legal Name of Applicant.

Provide full corporate name and, if applicable, assumed “doing business as” name, of Applicant applying for Membership.

2. Type of Membership.

Select **ONE** of three available types of Membership below (that is, Corporate, Associate or Adjunct).

Members who are Affiliates (as defined in the ERCOT Bylaws) may hold only one Corporate Membership among such Members.

Other applicants applying for additional ERCOT Memberships, such as an Associate Membership, must use a separate Agreement for each Membership.

The applicable Annual Member Dues listed below for each Membership type provide Corporate Members with voting rights pursuant to the ERCOT Bylaws and entitle Members to services ERCOT provides such as hosting ERCOT meetings, providing Members with necessary information and such other Member services as ERCOT may from time-to-time offer.

Corporate. Voting. \$2,000 per Membership Year (except Residential and Commercial Consumer Members' Annual Member Dues are \$100 per Membership Year). Corporate Membership includes the right to vote on matters submitted to the general Membership, such as election of Technical Advisory Committee (TAC) Representatives and TAC subcommittee representatives, and amendments to the Certificate of Formation (formerly known as the Articles of Incorporation) and the ERCOT Bylaws.

Associate. Non-voting. \$500 per Membership Year (except Residential and Commercial Consumer Members' Annual Member Dues are \$50 per year). Associate Membership does not provide any voting rights for matters submitted to the general Membership. However, an Associate Member may be elected by Corporate Members to serve as a voting member of TAC or a TAC subcommittee.

Adjunct. Non-voting. \$500 per Membership Year. Applicants not meeting the Segment requirements for Membership may join as Adjunct Members upon Board of Directors approval. Adjunct Membership does not provide any voting rights for matters submitted to the general Membership nor any right to be elected or appointed to TAC or a TAC subcommittee. Adjunct Members shall be bound by the same obligations as other Members.

3. **Payment of Annual Member Dues.**

The applicable Annual Member Dues must be paid and received by ERCOT by the Record Date, as determined pursuant to the ERCOT Bylaws and defined in Section B.3. below, in order for the Member to participate in the elections for the Membership Year 2022. **As a result of the Coronavirus-19 pandemic, ERCOT has reduced staff available onsite to receive, distribute, and manage incoming postal mail, deliveries, faxes on a daily basis. As such, ERCOT requests submission of all Annual Member Dues by wire transfer. ERCOT expects to implement a rule requiring payment by wire prior to the next membership period, in which case this will be the final year payment will be accepted by check. Please contact ERCOT at membership@ercot.com for electronic funds transfer instructions.**

4. **Segment Eligibility.**

Check **ONE** Segment designation, as further described in the ERCOT Bylaws, for which Applicant believes in good faith that Applicant is eligible.

Consumer. Any entity meeting the definition for Residential Consumers, Commercial Consumers or Industrial Consumers as set forth in the ERCOT Bylaws.

Check **ONE** Subsegment designation:

Residential Consumer. The appointed Board Director representing residential consumer interests, an organization or agency representing the interests of residential consumers in the ERCOT Region, or the Residential Consumer TAC Representative.

Small Commercial Consumer. A commercial consumer having a peak demand of 1000 KW or less (or an organization representing such consumers).

Large Commercial Consumer A commercial consumer having a peak demand greater than 1000 KW.

Industrial Consumer. An industrial consumer with at least one meter with average monthly demand greater than 1 megawatt consumed within the ERCOT Region engaged in an industrial process.

An entity applying for ERCOT membership as a Residential Consumer, Small Commercial Consumer or Large Commercial Consumer is ineligible if that entity has interests in the electric industry in any other capacity than as an end-use consumer or represents the interests of another entity that has interests in the electric industry in any other capacity than as an end-use consumer.

Cooperative. An Entity operating in the ERCOT Region that is:

(i) A corporation organized under Chapter 161 of the Texas Utilities Code or a predecessor statute to Chapter 161 and operating under that chapter;

(ii) A corporation organized as an electric cooperative in a state other than Texas that has obtained a certificate of authority to conduct affairs in the State of Texas;

(iii) A cooperative association organized under Chapter 251 of the Texas Business Organizations Code or a predecessor to that statute and operating under that statute; or

(iv) A River Authority as defined in Tex. Water Code §30.003.

Independent Generator. Any entity that is not a Transmission and Distribution Entity (T&D Entity) or an Affiliate of a T&D Entity and that (i) owns or controls generation of at least 10 MW in the ERCOT Region; or (ii) is preparing to operate and control generation of at least 10 MW in the ERCOT Region, and has approval of the appropriate governmental authority, has any necessary real property rights, has given the connecting transmission provider written authorization to proceed with construction and has provided security to the connecting transmission provider.

If Applicant is a Member in the Independent Generator segment for the current Membership Year, check this box to confirm that as of the date of this Application, Applicant and/or one or more Affiliates is registered as a Power Generation Company (PGC) with the Public Utility Commission of Texas (PUCT) with respect to generation of at least 10 MW in the ERCOT Region.

If Applicant is **not** a Member in the Independent Generator segment for the current Membership Year, please include with this Application a copy of PGC registration(s) with the PUCT for Applicant and/or its Affiliates for generation of at least 10 MW in the ERCOT Region.

Independent Power Marketer. Any entity that is not a T&D Entity or an Affiliate of a T&D Entity and is registered at the PUCT as a Power Marketer to serve in the ERCOT Region.

Independent Retail Electric Provider (REP). Any entity that is certified by the PUCT to serve in the ERCOT Region as a Retail Electric Provider under PURA §39.352 and that is not an Affiliate of a T&D Entity.

Aggregator. For purposes of Segment classification, an aggregator may register to participate in this Segment if unable to qualify in any other Segment.

Investor-Owned Utility.

- (i) An investor-held, for-profit "electric utility" as defined in PURA §31.002(6) that:
 - (a) Operates within the ERCOT Region;
 - (b) Owns 345 kV interconnected transmission facilities in the ERCOT Region;
 - (c) Owns more than 500 pole miles of transmission facilities in the ERCOT Region; or
 - (d) Is an Affiliate of an entity described in (a), (b) or (c); or
- (ii) A public utility holding company of any such electric utility.

Municipal. An entity operating in the ERCOT Region that owns or controls transmission or distribution facilities, owns or controls dispatchable generating facilities, or provides retail electric service and is either:

- (i) A municipally owned utility as defined in PURA §11.003 or
- (ii) A River Authority as defined in Tex. Water Code §30.003.

5. Identification of Applicant's Designated Representative and Designated Representative Alternate.

a. Designated Representative.

ERCOT requires Applicant to designate an official representative in order for ERCOT to conduct ERCOT's corporate business (that is, for ERCOT to provide notice to each of its Members and for Members to participate and/or vote at Membership meetings, as applicable). Applicant identifies its designated representative for required notices to ERCOT Members, participation in meetings of the Corporate Members and voting issues, as applicable, as follows:

Name: _____
Title: _____
Address: _____
City, State, Zip: _____
Phone: _____
Email: _____

b. Designated Representative Alternate.

In the event that ERCOT is unable to contact Applicant's designated representative for any reason after reasonable attempts, Applicant identifies a designated representative alternate to receive required notices to ERCOT Members and to participate in meetings of the Corporate Members and voting issues, as applicable, as follows:

Name: _____
Title: _____
Address: _____
City, State, Zip: _____
Phone: _____
Email: _____

6. Identification of Other Members who are Affiliates of Applicant.

Applicant identifies other ERCOT Memberships held by Applicant or Affiliates of Applicant, if any (attach extra pages if necessary) as:

(a) Member name: _____
Segment: _____

(b) Member name: _____
Segment: _____

(c) Member name: _____
Segment: _____

B. Membership Agreement.

1. **Membership.** Any entity that qualifies for any of the Segment definitions set forth in the ERCOT Bylaws is eligible for Membership. Members must be an organization that either operates in the ERCOT Region or represents consumers within the ERCOT Region as provided in the ERCOT Bylaws. Members may join as a Corporate, Associate or Adjunct Member subject to the criteria set forth in the ERCOT Bylaws. Applicants must apply for Membership through an authorized officer or agent.

2. **Term.** The Membership Year 2022 begins on January 1, 2022, and ends on December 31, 2022. The term of this Agreement begins on the Effective Date and ends on December 31, 2022.

3. **Record Date.** The record date for Membership Year 2022 is Friday, November 12, 2021 (Record Date). Only applicants who have been approved as Corporate Members for Membership Year 2022 as of the Record Date shall be eligible to cast votes at the Annual Membership Meeting on December 14, 2021.

4. **Membership Dues.** Annual Member Dues are provided in the ERCOT Bylaws. Any change in or waiver of Annual Member Dues must be approved pursuant to the procedures set forth in the ERCOT Bylaws. Any change in Member Dues for a particular category of Members shall automatically become effective as to all ERCOT Members without the necessity of amending this Agreement.

All Memberships must be renewed annually. Annual Member Dues renewals shall be due by the Record Date for the annual membership meeting. Annual Member Dues will not be prorated.

Any Applicant may request that the Member's Annual Member Dues be waived for good cause shown.

5. **Application for Membership.** Applicant must submit the following items in order to apply for Membership:

- (i) Payment of the applicable Annual Member Dues;
- (ii) A copy of this Agreement, signed by an authorized representative of Applicant; and
- (iii) For Independent Generator segment applicants that are not Members in the Independent Generator segment for the current Membership Year, a copy of PGC registration(s) with the PUCT for Applicant and/or its Affiliates for generation of at least 10 MW in the ERCOT Region.

For the reasons stated in Paragraph 3 in connection with the Coronavirus-19 pandemic, ERCOT requests submission of all Annual Member Dues by wire transfer and all signed Applications for Membership by email to membership@ercot.com.

Upon receipt of payment and a signed copy of this Agreement, ERCOT will promptly notify Applicant of Membership status in writing, whether approved or not.

6. **Change of Designated Representative or Designated Representative Alternate.** All ERCOT Members shall maintain current contact information on file with ERCOT for their designated representative and designated representative alternate. An ERCOT Member may change its designated representative or designated representative alternate at any time by written request of a duly authorized representative of the ERCOT Member submitted to the ERCOT Legal Department at membership@ercot.com.

7. **Changes in Affiliates.** All ERCOT Members are required to notify ERCOT of any changes in their Affiliates in accordance with the ERCOT Bylaws.

8. **Suspension and Expulsion.** All ERCOT Members shall abide by the ERCOT Bylaws, as they may be amended from time to time, and any other rule or regulation duly adopted by the Board of Directors. Any ERCOT Member who violates any provision of this Agreement, the ERCOT Bylaws, or any other rule or regulation duly adopted by the Board of Directors may be reprimanded, suspended, and/or expelled in accordance with procedures adopted by the Board of Directors or set forth in the ERCOT Bylaws. Such action will affect all entities deriving Membership privileges through such ERCOT Member. Suspension and expulsion are cumulative and non-exclusive remedies that may be pursued against Applicant or any other ERCOT Member in addition to any other remedy available under the Standard Form Market Participant Agreement, any other agreement executed by the ERCOT Member, or any other applicable statutes, laws, rules, or regulations.

9. **Amendment.** This Agreement may be amended, modified, superseded, canceled, renewed, or extended and the terms and conditions hereof may be waived only by a written instrument executed by both parties hereto or, in the case of a waiver, by the party waiving compliance.

10. **Governing Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas that apply to contracts executed in and performed entirely within the State of Texas, without reference to any rules of conflict of laws. Parties consent to the exclusive jurisdiction of Texas.

IN WITNESS WHEREOF, Applicant certifies that:

- (i) Applicant meets the requirements for ERCOT Membership in the Segment designated herein;
- (ii) All information provided herein is true and correct to the best of Applicant's knowledge;
- (iii) The signatory for Applicant is a representative authorized by Applicant with authority to bind Applicant contractually; and
- (iv) Through the signature of its authorized representative below, Applicant agrees to be bound by the terms of this Agreement, the ERCOT Bylaws, applicable ERCOT Protocols, and any other requirements duly adopted by the Board of Directors or required by the PUCT or applicable law.

APPLICANT

By: _____
Printed Name: _____
Title: _____
Date: _____



Taylor
2705 West Lake Drive
Taylor, TX 76574
T 512.248.3000
F 512.248.3095

Austin
7620 Metro Center Drive
Austin, TX 78744
T 512.225.7000
F 512.225.7020

ercot.com

Electric Reliability Council of Texas, Inc. Banking Information for 2022 ERCOT Member Dues Payments

Wire Transfer Instructions

Bank Name: JPMorgan Chase
Bank ABA #: 021000021
Account Name: Electric Reliability
Council of Texas
Inc. Fees Account
Account #: 754360246
Address: 221 W 6th Street
City: Austin
State: Texas
Postal Code: 78701

ACH Payment Instructions

Bank Name: JPMorgan Chase
Bank ABA #: 111000614
Account Name: Electric Reliability
Council of Texas
Inc. Fees Account
Account #: 754360246
Address: 221 W 6th Street
City: Austin
State: Texas
Postal Code: 78701

Please note the Wire Transfer and ACH Payment bank routing numbers (Bank ABA #) are different.

For any questions, please contact ERCOT at (512) 225-7000, ask for Daniel Guerrero, Treasury Analyst, or email treasury@ercot.com.

Thank you,

Leslie Wiley
ERCOT Treasurer

9.30.2021

Karen Farris

From: Thomas Brocato <tbrocato@lglawfirm.com>
Sent: Wednesday, October 20, 2021 8:30 AM
To: Karen Farris
Subject: ACTION REQUESTED: 2022 ERCOT Membership
Attachments: 2022 ERCOT Membership Application and Agreement.docx; 2022 ERCOT Membership Renewal Guide.pdf

This is email 1 of 2.

From: Thomas Brocato <tbrocato@lglawfirm.com>
Sent: Tuesday, October 12, 2021 2:37 PM
To: Thomas Brocato <tbrocato@lglawfirm.com>
Cc: Taylor P. Denison <tdenison@lglawfirm.com>
Subject: ACTION REQUESTED: 2022 ERCOT Membership

ERCOT Member Cities and Political Subdivisions:

You have likely received the email below from ERCOT announcing that the 2022 ERCOT membership renewal period has begun. As we have done in previous years, we recommend that you join ERCOT for 2022 so that city representatives can be re-elected to ERCOT's policy-setting bodies – the Technical Advisory Committee and Wholesale Market Subcommittee. To be eligible to vote in the 2022 ERCOT election, ERCOT must receive your completed 2022 Membership Application and Agreement (attached) and \$100 fee. Please do so no later than by **November 8, 2021**. We have attached the necessary form, as well as a memorandum from us explaining ERCOT membership generally and providing instructions for the form's questions.

Like last year, this year's membership and election process introduces a complication resulting from COVID-19. Due to ERCOT's remote work arrangements and COVID-19 precautions, it will not receive membership checks this year. **Instead, ERCOT requires that membership dues be paid by wire transfer.** A check is not acceptable. ERCOT asks that you email membership@ercot.com to review wire transfer instructions. **If your city is unable to pay its \$100 fee by wire transfer, please email me.** And, as always, please contact me if you have any questions about the membership form or ERCOT matters in general.

Thanks –

Thomas



THOMAS L. BROCATO
Principal
512-322-5857 Direct
512-914-5061 Cell

Lloyd Gosselink Rochelle & Townsend, P.C.
816 Congress Ave., Suite 1900, Austin, TX 78701
www.lglawfirm.com | 512-322-5800
[OUT NOW! Season Two: Listen In With Lloyd Gosselink Podcast](#)
[News](#) | [vCard](#) | [Bio](#)

From: [ERCOT Client Services](#)
Sent: Friday, October 1, 2021 3:37 PM
To: TACANDOTHERS@LISTS.ERCOT.COM
Subject: M-E100121-01 ERCOT Membership Application for 2022 Membership Year Now Available

NOTICE DATE: October 1, 2021

NOTICE TYPE: M-E100121-01 General

SHORT DESCRIPTION: ERCOT Membership Application for 2022 Membership Year Now Available

INTENDED AUDIENCE: Entities interested in becoming 2022 ERCOT Members

DAYS AFFECTED: November 12, 2021

LONG DESCRIPTION: On October 1, 2021, ERCOT distributed the ERCOT Membership Application and Agreement (Application) for the 2022 Membership Year via email to all 2021 ERCOT Members. The Application for the 2022 Membership Year may be found on the Membership page of the ERCOT website at <http://www.ercot.com/about/governance/members>. Market Participants may become, but are not required to be, ERCOT Members, subject to the requirements of the ERCOT Bylaws. A Member Applicant may join as a Corporate, Associate or Adjunct Member. Corporate Membership includes the right to vote on matters submitted to the general Membership, such as election of Technical Advisory Committee (TAC) Representatives and members of TAC subcommittees, and amendments to the Certificate of Formation and the ERCOT Bylaws.

ERCOT Membership terms are for no more than one Membership Year and do not renew automatically. The 2022 Membership Year begins on January 1, 2022, and ends on December 31, 2022. In order to become an ERCOT Member for the 2022 Membership Year, an authorized representative of the applying entity must complete and sign the Application, pay the applicable Annual Member Dues required by ERCOT Bylaws Section 3.4, and receive electronic confirmation of approval from ERCOT.

As a result of the Coronavirus-19 pandemic, ERCOT has reduced staff available onsite to receive, distribute, and manage incoming postal mail, deliveries, faxes on a daily basis. As such, ERCOT requests submission of all Annual Member Dues by wire transfer. Contact ERCOT at membership@ercot.com for electronic funds transfer instructions. Annual Member Dues are payable as follows:

Member Category	Annual Dues (\$)
Corporate (General) – Voting	2,000
• Residential Consumer - Corporate	100

• Office of Public Utility Counsel - Corporate	Complimentary
• Appointed Residential Consumer TAC Rep. - Corporate	Complimentary
• Commercial Consumer – Corporate	100
Associate (General) – Non-voting	500
• Residential Consumer – Associate	50
• Commercial Consumer – Associate	50
Adjunct – Non-voting	500

Any Member may request that the Member’s Annual Member Dues be waived for good cause shown. Annual Member Dues are not prorated even if Membership is approved by ERCOT after the 2022 Membership Year has begun.

The announcement of the members of TAC for the 2022 year will occur at the Fifty-first Annual Membership Meeting on December 14, 2021 (Annual Meeting). In accordance with the ERCOT Bylaws, the Record Date for 2022 ERCOT Corporate Members to vote on matters brought before the Corporate Members at the Annual Meeting is Friday, November 12, 2021. Your entity would have to be approved in writing by ERCOT as a Corporate Member for the Membership Year 2022 no later than the Record Date of November 12, 2021, in order to cast votes at the Annual Membership Meeting on December 14, 2021.

Given that the Application must be reviewed by ERCOT for approval, those interested in applying for Membership should do so well in advance of November 12, 2021, to avoid potential delays that could affect the start date of Membership (such as questions related to Segment eligibility and requests for additional information). For the above-stated reasons in connection with the Coronavirus-19 pandemic, ERCOT requests submission of all signed Applications for the 2022 Membership Year by email to Membership@ercot.com.

ADDITIONAL INFORMATION: For more information or to obtain a copy of the ERCOT Bylaws and Certificate of Formation, please visit ERCOT’s website at <http://www.ercot.com/about/governance>. Other related Membership information, including the Application form, is posted on the Membership page of the ERCOT website at <http://www.ercot.com/about/governance/members>.

CONTACT: If you have any questions, please contact your ERCOT Account Manager. You may also call the general ERCOT Client Services phone number at (512) 248-3900 or contact ERCOT Client Services via email at ClientServices@ercot.com.

If you are receiving email from a public ERCOT distribution list that you no longer wish to receive, please follow this link in order to unsubscribe from this list: <http://lists.ercot.com>.

****ATTENTION TO PUBLIC OFFICIALS AND OFFICIALS WITH OTHER INSTITUTIONS SUBJECT TO THE OPEN MEETINGS ACT ****

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Karen Farris

From: Thomas Brocato <tbrocato@lglawfirm.com>
Sent: Wednesday, October 20, 2021 8:31 AM
To: Karen Farris
Subject: 2022 ERCOT Membership: Wiring Payment
Attachments: ERCOT Banking Information 2022 Member Dues.pdf

[Here is email 2 of 2.](#)



THOMAS L. BROCATO

Principal
512-322-5857 Direct
512-914-5061 Cell
Lloyd Gosselink Rochelle & Townsend, P.C.
816 Congress Ave., Suite 1900, Austin, TX 78701
www.lglawfirm.com | 512-322-5800
[OUT NOW! Season Two: Listen In With Lloyd Gosselink Podcast](#)
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From: Thomas Brocato
Sent: Thursday, October 14, 2021 10:25 AM
To: Thomas Brocato <tbrocato@lglawfirm.com>
Cc: Taylor P. Denison <tdenison@lglawfirm.com>; Patricia Martinez <pmartinez@lglawfirm.com>; Jessica Shipley <jshipley@lglawfirm.com>; Donna Hunsicker <dhunsicker@lglawfirm.com>
Subject: 2022 ERCOT Membership: Wiring Payment

ERCOT Member Cities and Political Subdivisions:

I have heard from a large number of you in recent days regarding the payment options for the \$100 ERCOT membership fee. ERCOT has stood by its decision that it only receive payments by wire, and I know that many of you are unable to process payment using those methods. If your city is able to pay the ERCOT fee by wire, please do so. However, if you cannot make a payment that way, my firm and I will make the following option available:

1. Please send us your completed, signed membership form and \$100 check made out to Lloyd Gosselink Rochelle & Townsend, P.C. so that we receive it by **Monday, November 8**. Use the following address:

Attn: Donna Hunsicker
Lloyd Gosselink Rochelle & Townsend, P.C.
816 Congress Ave. Suite 1900
Austin, TX 78701

2. For any city for which we receive the membership form and the check, we will email the membership form and issue a \$100 payment to ERCOT by wire to meet the November 12 membership deadline.

3. If you intend to use this option, please let us know for our tracking purposes, and so that we can have a sense of the number of applications to expect by November 8.

I'm sorry for the added difficulty around this process this year. Please let me know if you have any questions or concerns. Thomas

****ATTENTION TO PUBLIC OFFICIALS AND OFFICIALS WITH OTHER INSTITUTIONS SUBJECT TO THE OPEN MEETINGS ACT ****

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TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: October 25, 2021

SUBJECT: Discuss and consider possible action on sign replacement, samples, and quotes.

Agenda Item: 4



ALLIANCE REPROGRAPHICS LLC
3407 Houston Ave, Houston TX 77009

Rate Sheet / Estimate

Date	Estimate #
10/25/2021	COPPV Signs

Name / Address
City of Piney Point Village 7676 Woodway, Suite 300 Houston, TX 77063

Terms	Project
Net 30	

Description	Qty	Total
City of Piney Point Village Steel Sign Inserts Replacement Engineer Grade Prismatic (EGP) Reflective Aluminum Direct Print on HP Latex R2000 (no VOC) Cast UV Laminate		
"Welcome TO_V4 Concept"		
Metal Sign Echo/Taylorcrest	1	250.00
Metal Sign Blalock/Taylorcrest	1	250.00
Custom Installation	2	400.00
Front "Welcome TO_V4 Concept" Back "Leaving_V2"		
Metal Sign South Entrance/South Piney Point	2	500.00
Metal Sign Hedwig/Beinhorn	2	500.00
Metal Sign Memorial/N. Country Squire	2	500.00
Metal Sign Greenbay/Memorial	2	500.00
Metal Sign Piney Point/Beinhorn	2	500.00
Metal Sign East Entrance/San Felipe	2	500.00
Metal Sign West Entrance/Briar Forest	2	500.00
Custom Installation	7	1,400.00

Thank you for your business.

Subtotal \$5,800.00

Sales Tax (0.0%) \$0.00

Total \$5,800.00

Phone #	Fax #	Web Site
713-862-0022	(832) 202-0825	www.alliancerepro.com



Delivery Ticket

Batterson, LLP
6800 Dixie Dr
Houston, TX 77087

9207

CITY OF PINEY POINT VILLAGE
TO: 7676 WOODWAY
SUITE 300
HOUSTON, TX 77063

ORDER DATE	VALID THRU	PO # / JOB	PAGE
10/20/2021	12/18/2021		1

Requested by Jose (832-849-8446)

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	9	36"x30" 0.080 Aluminum H/I Digital Print on two sides (Welcome to City of Piney Point, Leaving)	145.00	1,305.00

TOTAL AMOUNT 1,305.00

**** Conditions under which PPE and other Equipment are sold ****

All ordered items remaining in will-call after five working days shall be shipped to the purchaser's remittance address and invoiced. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose and the seller neither assumes nor authorizes any other to assume for it any liability in connection with the sale of said products. Purchaser shall not be entitled to recover from seller any consequential damages, damage to property, damages for loss of use, loss of time, loss of life, loss of profits or income, or any other incidental damages.

THE PURCHASER HEREBY CONTRACTS AND AGREES THAT THE LEGAL TITLE TO THE PERSONAL PROPERTY DESCRIBED HEREIN SHALL REMAIN IN THE BATTERSON LLP. NAME UNTIL SPECIFIC PAYMENT IN FULL OF INVOICE.

Received By: _____

Date: _____

Delivered By: _____

Work Description

"Welcome TO "

Metal Sign Echo/Taylorcrest

Metal Sign Blalock/Taylorcrest

Front "Welcome " Back "Leaving"

Metal Sign South Entrance/South Piney Point

Metal Sign Hedwig/Beinhorn

Metal Sign Memorial/N. Country Squire

Metal Sign Greenbay/Memorial (One Sided)

Metal Sign Piney Point/Beinhorn (One Sided)

Metal Sign East Entrance/San Felipe (One sided)

Metal Sign West Entrance/Briar Forest (One sided)

Welcome to



City of
Piney Point
Village

Est 1954

Leaving



City of
Piney Point
Village

Est 1954

Welcome to



CITY OF
PINEY POINT
VILLAGE

EST. 1954

Leaving



CITY OF
PINEY POINT
VILLAGE

EST. 1954

Highway



Highway 1 LLC
 20411 Cook Road
 Tomball, TX 77377
 (O) 713-344-1279
 www.highway1tx.com

Estimate

Bid Date	Estimate #
10/21/2021	21-0176

Contractor / Address
City of Piney Point 7676 Woodway Suite 300 Houston, TX 77063

Project Location
Welcome Signs

Bid Number	Description	Estimated Units	U/M	Unit Price	Total
M1SS	Sign, Single sided 30" x 36" signs "Welcome to"	2	ea	365.18	730.36
M1SS	Sign, Double sided 30" x 36" signs "Welcome to" and "Leaving"	7	ea	421.80	2,952.60
M1EA	Installation of new sign	9	ea	200.00	1,800.00

- *Estimate does not include performance bond or association dues.
- *Retainage will not be held on our work unless withheld by owner on GC.
- *Minimum charge of \$1,750 will be accessed on any work preformed.
- *Traffic control estimate (Monthly Rental) does not include arrow board, message board, attenuator truck, concrete/water barriers, flaggers, uniformed police officers, or labor in operating or maintaining lanes closures.
- *Sales tax will be billed accordingly unless a tax exemption certificate is provided.
- *There will be a 3.5% charge on credit card transactions.
- *Quantities will be field measured and billed accordingly.
- *2 weeks prior notification for mobilization and material aquisitions.

Sales Tax (8.25%)	\$0.00
Total	\$5,482.96

Signature _____

Nikkalite

F-CAL (EF-40801)

1. INTRODUCTION

F-Cal (EF-40801), is a highly transparent marking film with a pressure-sensitive adhesive and release paper. F-Cal has excellent chemical resistance, weatherability, dimensional stability, and flexibility characteristics.

2. CHARACTERICS

- a. Excellent weather resistance and transparency.
- b. Easy to apply and process.
- c. Excellent adhesion to Nikkalite® sheetings.
- d. Can be used in wide ranges of temperatures (-30°F to 120°F)

3. ADHESIVE BOND

Manufacturer's testing has found the adhesive to form a durable bond to the following retroreflective sheetings:

- a) Nikkalite® Engineering Grade Sheeting (EG)
- b) Nikkalite® Super Engineering Grade Sheeting (SEG)
- c) Nikkalite® Ultralite Grade Sheeting (ULG)

Since the surface of F-Cal is very smooth, the manufacturer does not recommend overlapping the film during application.

(If F-Cal is applied to any surface other than Nikkalite® reflective sheeting used for conventional traffic signs, prospective users should contact Nippon Carbide Industries (USA) Inc. for advice before such applications).

4. COLORS

F-Cal is available in clear transparent only (Graffiti Resistant).

5. Features

Hi-S Cal EF-40801 film is made of pure fluoride resin and can be used for 10 years or more in the outdoors. The film has superior UV-resistance and UV-absorbency so durability of the substrate overlaid with EF-40801 also increases.

Hi-S Cal film is resistant to staining and almost all types of solvents. The film acts like a barrier to spray paint and surface contamination and can be easily cleaned with a solvent-wipe.

6. Applications

When Hi-S Cal EF-40801 is applied as a protective transparent overlay film on a retroreflective sign, the sign will have a longer performance life. The sign will also be easier to maintain, because surface contamination such as stains, graffiti and bills on the film can be easily removed.

7. Instructions for Applications

Screened ink must be completely dried prior to applying Hi-S Cal EF-40801. The sign surface should be cleaned and dried prior to application.

Hi-S Cal EF-40801 does not adhere to itself.

Nikkalite

F-CAL (EF-40801)

Warning

Do not burn or place near heat or fire. Harmful gas will be emitted if caught on fire.

Material	Fluorine Resin
Thickness of film	0.040mm
Tensile Strength	57N/25mmm
Tensile Elongation	300%
Dimensional Stability	20N/25mm
Adhesion strength when laminated on: - Painted Panel - Nikkalite ULG	20N/25mm 12N/25mm
Shelf Life	2 Years
UV Transmittance - Visible Light - 400nm - 320nm	94% 85% 0%
Durability	10 Years
Application Temperature	50°F-95°F
Chemical and Solvent Resistance - Petrol - Turpentine - Ethyl Acetate - Toluene	No change in 1 hour No change in 24 hours No change in 1 minute No change in 1 minute
Graffiti removability after 80°Fx72 hours - Lip Stick - Black Permanent Marker	Removable with solvent Removable with solvent
Flammability	Self-extinguishing
Available size rolls - Widths - Lengths	24", 30", 36" & 48" 50Yds

The values are intended only as a source of information. They are given without guarantee and do not constitute a warranty.

Nikkalite

CRG 92000 Series Crystal Grade

1. INTRODUCTION

Nikkalite™ "Crystal Grade" (hereinafter "CRG") is a retroreflective sheeting that uses the principle of the retroreflection of micro-prisms. In the case of a prism-type reflection element, the light reflects efficiently without diminishing, as the three reflection planes that constitute the element and are positioned at right angles in relation to each other, completely reflect within the element. As the specialty prisms designed to provide optimum reflection are densely arranged within the sheeting, excellent brightness characteristics and wide-angle reflection can be obtained. The traffic signs and traffic safety devices made of the reflective sheeting provide far better visibility and withstand a longer service period compared with those that utilize glass beads.

2. COLOR AND PRODUCT SPECIFICATION

White, yellow, red, blue, green, and dark green colors are available for CRG, as shown in Table 1, and applicable in traffic signs. These colors are within the chromaticity ranges shown in Table 1.

Product width: 24", 30", 36", 48"

Product length: 50 yards

Package specification: Rolled on 3-inch paper core and hung with suspension in carton boxes.

Note: The actual width and length are not guaranteed values.

Table 1

ITEM NUMBER	COLOR	COLOR SPECIFICATION LIMITS (DAYTIME)								LUMINANCE FACTOR (Y %)	
		1		2		3		4		MIN.	MAX.
		X	Y	X	Y	X	Y	X	Y		
92802	White	0.303	0.300	0.368	0.366	0.340	0.393	0.274	0.329	15	-
92804	Yellow	0.498	0.412	0.557	0.442	0.479	0.520	0.438	0.472	12	30
92805	Red	0.648	0.351	0.735	0.265	0.629	0.281	0.565	0.346	2.5	11
92806	Blue	0.140	0.035	0.244	0.210	0.190	0.255	0.065	0.216	1	10
92808	Green	0.026	0.399	0.166	0.364	0.286	0.446	0.207	0.771	2.5	11
92844	Fluorescent Yellow Green	0.387	0.610	0.369	0.546	0.428	0.496	0.460	0.540	60	-
92847	Fluorescent Orange	0.583	0.416	0.535	0.400	0.595	0.351	0.645	0.355	25	-
92894	Fluorescent Yellow	0.479	0.520	0.446	0.483	0.512	0.421	0.557	0.442	40	-

Optical properties Daylight color (X, Y, Y %) Each color of CRG measured using a spectro-colorimeter in accordance with ASTM D 4956-01, EN 12899-1, or JIS Z 9117 is in the ranges shown in Table 1.

3. REFLECTION PERFORMANCE

The values shown in Table 2 are average typical values determined by our own measurement method using the entrance angle and with the arrow marks of the CW types indicating the directions parallel to the observation angle.

CW TYPE		92802	92804	92805	92806	92808	92844	92847	92894
OBSERV. ANGLE	ENTRANCE ANGLE	WHITE	YELLOW	RED	BLUE	GREEN	FLUOR. YLW/GRN	FLUOR. ORANGE	FLUOR. YELLOW
		0.2	-0.4	700	525	105	42	70	560	210	420
	30.0	325	245	49	20	33	260	95	200
0.5	-0.4	250	190	38	15	25	200	75	150
	30.0	115	86	17	7	12	92	35	69

Nikkalite

CRG 92000 Series Crystal Grade

4. BRIGHTNESS AFTER INK PRINTING AND AFFIXING OVERLAY FILMS

When Nikkalite™ inks or the PA100 series overlay films are applied to the white sheets of CRG 92002, the reflection performance of the corresponding colors at an observation angle of 0.2 degrees and an entrance angle -4 or 5 degrees can be expected to be greater than 70% of the values shown in Table 2.

5. DIRECTIONAL PROPERTY OF THE SHEETING

The prisms that are the reflective elements of CRG have a slight directional property, the orientation of the prisms change gradually when the sheets are rotated. This also gradually changes the reflectivity, depending on the orientation of the sheets. In order to avoid difference in brightness and provide the most effective visibility, the sheets are provided with arrow marks indicating directional property. Make sure the arrow marks on the base of signs, cutout letters, border lines, and symbol marks are all horizontal.

6. ADHESIVE

The adhesive coated on CRG 92000 series is pressure sensitive material, the optimum application temperature is between 18°C to 35°C (64°F to 95°F).

7. PREPARATION OF TEST PIECES AND STANDARD CURING TIME

When testing the sheets by laminating them on aluminum substrates in accordance with the requirement for the test items, laminate the sheets on aluminum substrates of the specified quality and thickness that are degreased and acid-treated to prevent bubbles and foreign substances from getting in between the sheets and substrates. No matter sheet test alone or sheet test after laminated on aluminum substrates, cure them under the standard conditions of 23 +/- 1°C (73 +/- 2°F) and 50% +/- 4% R.H. for 24 hours. Conduct the tests under the standard conditions unless specifically required.

A. ADHESION TEST: Requirement: The sheet shall not be peeled off by more than 50 mm (2") in 5 minutes.

Apply a 25.4 mm x 152 mm (1" x 6") sheet on an aluminum substrate, leaving 50 mm (2") in the longitudinal direction, and cure it under the standard conditions. Hold the test piece horizontally, and hang an 800 g (1-3/4lbs.) weight at the end of the free sheet for 5 minutes.

B. IMPACT RESISTANCE: Requirement: There shall be no cracking around the mark of impact.

After a test piece applied on a 76 mm x 152 mm (3" x 6") aluminum plate has cured, and an impact of 127 cm 0.45 Kg (50 lbs/in), 5.65 N is applied in accordance with ASTM D 2794.

C. SHRINKAGE: Requirement: There shall be no shrinkage in either direction of over 0.8 mm (1/32") after 10 minutes, and of over 3.2 mm (1/8") after 24 hours.

Cure a 230 mm x 230 mm (9" x 9") sheet with liner, remove the liner and leave the sheet on a table with the adhesive surface facing up.

D. FLEXIBILITY: Requirement: No cracking, peeling off, or de-lamination.

Cure a 25 mm x 152 mm (1" x 6") sheet with liner, remove the liner and spread talcum powder on the adhesive surface. Roll it on a mandrel with a diameter of 3.2 mm (1/8") and with the surface of adhesion inside in one second.

E. GLOSS: Requirement: It shall not be below 50.

This measurement should be made using an 85° gloss meter in accordance with ASTM D523.

Nikkalite

CRG 92000 Series Crystal Grade

8. PROCESSING METHOD FOR SIGNS

All CRG sheeting application should be at room temperature above 18°C (64°F). It is desirable to process them below 35°C (95°F), although the upper limit of the temperature varies depending on sites. Also refer to the CRG Application Manual for details.

9. CUTTING AND TRIMMING

Cut CRG sheets individually from the front side, as they are far harder than the sheeting with glass beads. CRG can be cut with scissors and paper cutters. However, when hand-cutting or trimming the sheets, use a large retractable knife, as significant force is required, making a small retractable knife very dangerous to use. Although as many as 100 cut sheets can be piled on a flat worktable, it is recommended that they be piled with the front sides facing each other. Do not touch the front sides of the sheets to be printed; rather, hold them at the ends.

10. COLOR MATCHING

When applying multiple cut sheets to a sign board, place them with the directional property arrow marks the horizontal direction, and remember to carry out color matching. Color matching is easy when cut sheets are cut from the same roll. In addition, take each of the cutout letters, border lines, and symbol marks from the same roll or same cut sheet. It is recommended that color matching be conducted in daylight from north-facing windows in the northern hemisphere, from south-facing windows in the southern hemisphere (windows without direct sunlight), and in the color of reflected light in the dark.

11. PRINTING PROCESS

CRG can be both pre-screened (sheets alone) and post screened (with substrates) using the two-component inks of the Nikkalite™ N3600 and N3800 series. These two component inks have good transparency and durability, and provide high reflectivity even after printing; also, it excels in adhesion, anti-scratch and solvent resistance. For applications that do not require solvent resistance, both the N3600 and N3800 series can also be used as one-component inks without the addition of hardener. Use plainly-woven polyester mono-filament screen with 61-71 mesh/cm (157-180 mesh/inch). Use the off-contact method for printing, and be sure to carry out fill-pass. Do not apply a large amount of ink to the screen at one time; apply it frequently in small amounts. In this way, ink can be prevented from clogging and a uniform color concentration can be obtained throughout printing. Nippon Carbide Industries Co., Inc. (hereinafter "NCI") is not responsible for any defects partial or whole, in the signs caused by the use of inks, solvents, auxiliary agents, or the like that are not recommended by NCI.

12. DRYING PROCESS

Immediately place printed sheets with or without substrates in a drying rack, and air-dry using electric fans. At least an electric-fan stand consisting of three levels each having three electric fans is required to dry the entire rack. Although tack free drying to the touch can be fully achieved in 20-30 minutes, continue to blow air for a further 2-3 hours before storing. Oven and tunnel driers can also be employed, but driers that circulate or blow hot air of 60°C~80°C (140°F~176°F) should be used. Avoid drying by heating using infrared rays or gas unaccompanied by hot air. Stack the sheets up to a limit of 50 and vertically place the sheets with substrates in exclusive-use racks, after confirming that printed sheets are completely dried. It is recommended that each printed sheet be provided with a slip sheet on the printed side.

Nikkalite

CRG 92000 Series Crystal Grade

13. SUBSTRATE TREATMENT

CRG is provided with a strong pressure-sensitive adhesive with good durability, and it is recommended that it be laminated on a flat substrate. Use aluminum plates properly treated with degreasing, sanding, or acid cleaning for traffic signs that require long-term durability. When laminating on coated steel or plastic substrates, particularly on new type of substrates, confirm there is no trouble in adhesion, peel-off, swelling, discoloration and reflectivity degradation of sheeting, before starting mass production. Although the adhesion of any substrate material can be expected to be improved by wiping with solvents or sanding, confirm it by testing in advance. While CRG cannot be laminated to rounded surface, consult NCI salespersons when laminating it to curved or new material surface. NCI is not responsible for defects caused by inappropriate substrates, inappropriate surface treatment, or inappropriate lamination.

14. APPLICATION PROCESS

CRG can be applied using a hand roller in the case of small signs, cut letters, borderlines, and legends, and can be applied on substrates through the use of a hand or motor-driven roller applicator. When, applying more than two CRG sheets on a sign laminate them with the directions indicated by the arrow marks horizontal in the butt joint. The maximum gaps of the butt joints shall be up to 1.5 mm (1/16"). When applying using a roller applicator, adjust the nip pressure in accordance with the process technology guidebook. Excessive pressure will degrade the reflection performance. Draw positioning lines for cutout letters and symbol marks using water-soluble ink, and then wipe it off using a wet cloth.

15. STORAGE

Store CRG sheets and other Nikkalite™ products in a room temperature of 15°C~27°C (59°F~81°F) and relative humidity of 30%~60%, out of direct sunlight, and use them within a year after purchase. Avoid stacking the carton boxes in an irregular manner, and stack no more than four carton boxes of the same size in the same direction for storage. Store half-used sheet rolls with the ends of the sheeting tightly fastened to the roll with adhesive tape, either hung with plastic supporters fixed in the original carton boxes, or similarly hung horizontally with iron rods inserted through the paper core. Do not leave the sheeting rolls directly on the table or floor for an extended period. Pile no more than 50 printed sheets of the same size, with a slip sheet for each of them with its smooth side facing the printed side, and store them in a location free from dust. Store CRG products applied on substrates by standing them on square timbers or the like, so that the front sides face each other. It is recommended that a soft material such as a rubber sponge be placed between them to prevent direct contact of the sheets.

16. PACKAGING AND TRANSPORTATION OF SIGN FACES AND FINISHED PRODUCTS

50 CRG sign faces can be packaged in an exclusive use box with slip sheets if the sheets are the same size and the storage directions are followed. When an exclusive-use box is not available, package them with thin plates or hard cardboard of the same size at the top and bottom. It is recommended that sign boards be packaged with their front sides facing each other, with slip sheets or cushioning materials such as foam sheets inserted between them, and placed in a wooden skeleton case. In either case, packages shall be air-permeable, with no strapping or plastic sheets that cause air-tightness. Do not apply excessive weight to the products during transportation, and do not wet the products until they are set up. In the event that the products get wet, immediately open the package and dry the products.

17. CLEANING OF SIGNS

In order to maintain the reflectivity and visibility of signs while maintaining long-term durability, remove dust from the signs and tar, oil, and soot from the road, and keep the signs clean. Neutral cleaning solutions are recommended for the cleaning of signs. Use chemically neutral cleansers that do not contain abrasives, strong solvents, or alcohols. Rinse them with water after cleaning them using neutral detergent. Refer to CRG's processing technology guidebook for details.

Nikkalite

CRG 92000 Series Crystal Grade

18. RELIABILITY

All recommendations and technical information contained herein are based on experience and tests, which the manufacturer believes to be reliable; however, their accuracy and completeness are not warranted. The user is requested to conduct test/tests to determine the fitness of this product for the intended application.

19. SAFETY AND HEALTH INFORMATION

Read carefully in advance the labels, instruction manuals, material safety data sheets (MSDS), and first aid measures of the retroreflective sheeting supplied by Nippon Carbide Industries Co., Inc. (hereinafter referred to as "NCI"), the auxiliary materials such as inks and solvents used for NCI's products, and proprietarily used chemicals such as substrate cleansers.

20. WARNING

Failure to comply with the explicit instructions in this bulletin will result in voiding all warranties express or implied for use of this product. If retroreflective sheeting is to be applied to a surface other than conventional sign blank materials, prospective users should contact technical representatives of Nippon Carbide Industries Co., Inc. for advice before such application.

21. STANDARD LIMITED WARRANTY

10 year warranty for items 92802, 92804, 92805, 92806, 92808, with 7 years being 100% full replacement and the final 3 years covering 100% sheeting replacement. 7 year warranty for 92847 with 5 years being full replacement and the final 2 years covering 100% sheeting replacement.

All reports of an alleged defect in CRG must be reported to NCI within a reasonable time of failure in order for warranty to be provided.

The foregoing warranty shall not apply when failure arises from a cause or condition other than a defect in CRG, including, but not limited to: inadequate maintenance, adverse weather or climactic conditions of any type, or improper substrate treatment, printing or lamination.

THE FOREGOING EXPRESS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR CRG. NCI DOES NOT AUTHORIZE ANY PERSON OR ENTITY TO CREATE ANY OBLIGATION OR LIABILITY WITH RESPECT TO CRG OTHER THAN THAT STATED IN THE FOREGOING LIMITED WARRANTY. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. UNDER NO CIRCUMSTANCES SHALL NCI BE LIABLE TO ANY PERSON OR ENTITY FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES ARISING FROM CRG.

Karen Farris

From: Jose Gomez
Sent: Wednesday, October 20, 2021 4:21 PM
To: Karen Farris
Subject: Update on cost
Attachments: Welcome Signs.pdf

Update

Jose J Gomez
Code Enforcement
Public Works Department
Email: jgomez@pineypt.org
Office: [713-230-8704](tel:713-230-8704)
Cell Phone: [832-849-8446](tel:832-849-8446)
City of Piney Point Village
7676 Woodway Drive, Suite #300
Houston, Texas 77063
cityhall@pineypt.org

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: October 25, 2021

SUBJECT: Discuss and consider possible action on designating a Council Member to serve on the Project Advisory Team for the design of the new Memorial Drive Elementary School. This would start in January and end in May or June. It would consist of attending 6-7 meetings, approximately 2 hours, in the afternoon. Only one representative of the City of Piney Point Village is needed.

Agenda Item: 5



City of Piney Point Village

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

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

PROCLAMATION OF THE CITY OF PINEY POINT VILLAGE, TEXAS

WHEREAS, DIANE WEGE, former member of the Planning and Zoning Commission, is being honored for her 20 years off service with the City of Piney Point Village; and

WHEREAS, Diane's leadership skills, coupled with her passion for civic service, made her an outstanding member of the City's organization charged with reviewing and approving matters subject to local ordinances; and

WHEREAS, Diane's devotion to crafting a Tree Ordinance for the City to promote the natural beauty and overall aesthetics of the community was an outstanding achievement for which our community will be forever grateful; and

NOW, THEREFORE, I, Mark Kobelan, Mayor of the City of Piney Point Village, Texas, and on behalf of the City Council, hereby proclaim Monday, October 25, 2021, as

Diane Wege Day

in the City of Piney Point Village, Texas, in appreciation of her dedication and commitment to our community, and further commend her leadership skills that contributed significantly to the success of the Planning and Zoning Commission and the City Tree Ordinance.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Piney Point Village, Texas, to be affixed this 25th day of October in the year of our Lord two thousand twenty-one.

Mark Kobelan, Mayor
City of Piney Point Village

Attest:

Karen Farris
City Secretary

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: October 25, 2021

SUBJECT: Discuss and consider possible action at the request of the Beautification Committee to approve a quote for a bench in recognition of Diane Wege's service with the City of Piney Point Village as a member of the Planning & Zoning Commission.

Agenda Item: 7

6' MEMORIAL BENCH | DIRECT BURY | PERFORATED METAL DESIGN | 15" SEAT DEPTH

Home Benches Memorial Benches
6' Memorial Bench | Direct Bury | Perforated Metal Design | 15" Seat Depth

\$748



This 6' Supreme style Memorial Bench has a smooth surface of plastisol coated perforated steel. The direct bury style legs set into concrete. The seat and backrest are 15 inches deep. Centered on the backrest of this bench is a 4-inch x 6-inch sublimated ink plaque that might not be pictured. Please enter the text you would like printed on the plaque in the field below. The 6-foot bench seats approximately three adults comfortably.

Backrest & Seat Color Clear

Eyelet Color

Clear

Leg Color

Black

Black

Please specify what you would like stated on the 4" x 6" Memorial Plaque. There is no character limit, however the number of characters will determine the font size.

Want an image added?

Browse...

Max. file size: 128 MB.

Add an image to be etched into the plaque.

Subtotal

\$748

Options

\$0

Total

\$748

1 ADD TO CART

ADD TO QUOTE

Categories: Benches, Memorial Benches, Memorial Products SKU: 910-3M2-096

Tag: 6 foot

Subtotal:

Bench: \$ 748.00

Labor: \$ 1,600.00

+
\$ 2,348.00

Requesting: \$ 3,000.00
(Suggested Cost)

• Bench still Pending Order

Description Additional information

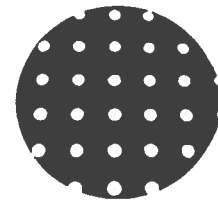
Choose a comfortable, durable, and attractive bench with an in-ground memorial bench with a plaque. Provide a lasting tribute to honor and remember individuals and groups in a special way. Wonderful for gardens, parks, cemeteries, and just about anywhere you would want a bench. The sublimated ink plaque is specially rated for the outdoors and will withstand the weather without rusting. The 4" x 6" aluminum plate has a brass finish. Your personal message will have a clean and clear look due to this heat-pressed process.

Features:

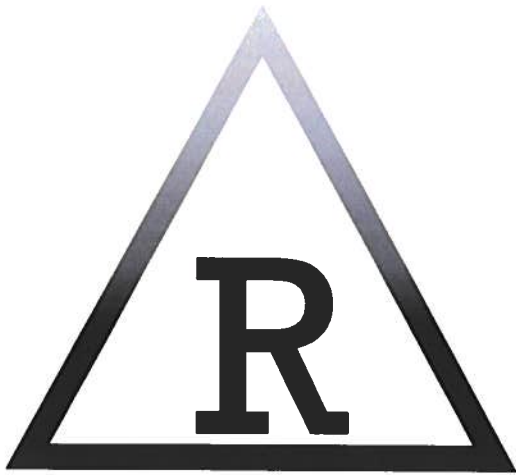
- Because of the special outdoor rating, the sublimated ink plaque will withstand the weather without rusting.
- The 4" x 6" aluminum plate has a brass finish. Your personal message will have a clean and clear look due to this heat-pressed process.
- The heavy-duty metal seat and in-ground (direct bury) frame design of the 6' bench ensure that the bench will remain stable and will not sag in the center.
- The Supreme style seat is a full 5 inches deeper than the standard bench depth.
- Coated perforated steel has openings of approximately 3/8 inch. Therefore, the smooth surface allows for maximum comfort, and the openings allow the bench to dry quickly after a rain.
- Our products are completely coated from top to bottom with a thick layer of UV stable, mold-resistant plastisol. This coating protects the products from harsh environmental elements.
- We even coat the legs! Therefore, moisture won't penetrate to the steel, so rust won't form that can weaken the steel.
- Best of all - we offer an industry-leading **20 Year Warranty!**

Our commercial quality Memorial Benches offer a durable and attractive addition to any location. Furthermore, outdoor benches require very little maintenance (no painting!) and are very easy to clean! The plaque carries a ten-year warranty against fading.

Dimensions for the Supreme style in-ground Memorial Bench: 72" length x 15" seat depth. Direct Bury benches have a 24" overall width. *Color Disclaimer: Actual product colors may vary from colors shown on your monitor. Color samples are therefore available upon request.



Plastisol coated perforated steel has a smooth, flat surface.



Date: 10-13-21

R CONCRETE RERPAIR
RICARDO DELGADO
(281-935-7225)
10835 MESQUITE DR. LA PORTE TX. 77571

CUSTOMER

City of Piney Point Village

7676 Woodway dr. Suit 300
Houston Tx, 77063

DESCRIPTION

- INTSALLATION OF MEMORIAL BENCH

COST DESCRIPTIONS

Total cost of installation of memorial bench including labor and materials

\$ 1,600.00

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: October 25, 2021

SUBJECT: Discuss and consider possible action on the approval of PS Lightwave Fiber Optic Cable Aerial Improvements Plans along N. Piney Point Road at Ecclesia. PS Lightwave has submitted plans to the city for installation of approximately 400 linear feet of fiber optic cable on existing power poles along N. Piney Point Road across from Carsey Lane south to Ecclesia. City staff has no objections to the plans as presented.

Agenda Item: 8



October 1, 2021

Patricia Eilenfeldt
PS Lightwave, Inc.
5959 Corporate Dr., Ste. 3300
Houston, TX 77036

Re: On-Going Services
Review of PS Lightwave Aerial Improvement Plans – **First Submittal**
325 N. Piney Point Road
Piney Point Village, Texas
HDR Job No. 10279751

Dear Ms. Eilenfeldt:

We are in receipt of the proposed PS Lightwave aerial improvement plans for N. Piney Point Road and Carsey Lane submitted 9/10/21. Based on the proposed plans provided, the City interposes no objection to the proposed aerial improvements, contingent upon the following:

- Please be advised that the plans will need to be presented to the City Council for approval of the proposed improvements in the City right-of-way prior to construction.

This does not necessarily mean that the entire plan including survey layout has been completely checked and verified. PS Lightwave assumes all responsibility and accountability for the proposed improvements. The Contractor will immediately notify the City in the event any storm sewer or utilities are impacted during construction. Please note that any grass, landscaping, sidewalks, storm sewer, water and sanitary utilities, etc. damaged during construction must be restored to a condition acceptable to the City.

Please contact Ms. Annette Arriaga with the City of Piney Point Village at 713-782-0271 to obtain your copy of the approved set of plans and permit.

Sincerely,

HDR Engineering, Inc.

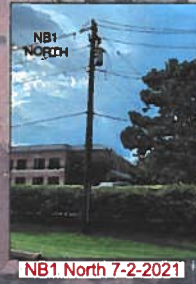
Aaron Croley, P.E., CFM
Project Engineer

cc: Annette Arriaga – City of Piney Point Village
Kimberly Perez – City of Piney Point Village

1:50:0000

Total Footage: 931'
24FOC

Overlash Poles (3)
Existing Enclosure (1)
Slack Loop (1)



EN-04422
Leave 75' Tail

OL1-OL2= 260'

POLE NO.	OL1	LAT	29.758557
ATTACHEMENT	21.5'	LONG	-95.517520

OL2-OL3=151'

POLE NO.	OL2	LAT	29.757643
ATTACHEMENT	20.8'	LONG	-95.517525

OL3 - Flush Down Riser
Leave 356' Tail

POLE NO.	OL3	LAT	29.757633
ATTACHEMENT	17.5'	LONG	-95.517683

No Objections Taken
Sharon Cudby
10-1-2021

LEGEND	
AIR	AERIAL FIBER OPTIC CABLE
UG	3(1") HDPE W/ F.O. CABLE
UG	1(2") HDPE W/ F.O. CABLE
UG	1(4") HDPE W/ 3(1.25")HDPE
R/W	RIGHT-OF-WAY
EOP	EDGE-OF-PAVEMENT
FENCE	FENCE
RACK LOCATION	RACK LOCATION
PSLW SET POLE	PSLW SET POLE
EXISTING SET POLE	EXISTING SET POLE
EXISTING UTILITY POLE	EXISTING UTILITY POLE
PROPOSED PSLW VAULT (24"x36"x24")	PROPOSED PSLW VAULT (24"x36"x24")
EXISTING VAULT	EXISTING VAULT
PULLBOX	PULLBOX
MDF LOCATION	MDF LOCATION
PROPOSED CONDUIT	PROPOSED CONDUIT
EXISTING CONDUIT	EXISTING CONDUIT
EMT	1.25" EMT
R/W	RIGHT-OF-WAY
EOP	EDGE-OF-PAVEMENT
FENCE	FENCE

SCALE: 1"=50'

PAGE: 1 OF: 1

PROPRIETARY INFORMATION - PROPERTY OF PS LIGHTWAVE

REVISION#1: Rev#1	DATE: Rev#1 Date
REVISION#2: Rev#2	DATE: Rev#2 Date
REVISION#3: Rev#3	DATE: Rev#3 Date
REVISION#4: Rev#4	DATE: Rev#4 Date

CUSTOMER ID:
Job# 18297-10723

CUSTOMER: Notice of Proposed Utility Installation

ADDRESS: Piney Point Rd

CITY/ZIP: Houston, TX 77024

COUNTY: Harris

TENANTS:	# OF FLOORS:	DWG#:	KEY MAP: 490L
WO#: 133575	JOB#: 18297-10723	DRAWN BY: PJE	DATE: 07/16/2021
APPROVED BY:	DATE:		



Building, Planning & Development Department
PERMITS AND INSPECTIONS DIVISION
7676 Woodway Dr, Suite 300
Houston, Texas 77063
Phone: (713) 782-1757 / Fax: (713) 782-3178
bldgofficial@pineypt.org

Right-of-Way Request Application

The purpose of the checklist is to provide guidance to the applicants on the requirements and ensure that this application packet submitted to the city is complete.

The City of Piney Point Village Right-of-Way Ordinances can be found in the Code of Ordinances, Chapter 56 - Section 1, Definitions, through Chapter 56 - Section 20, Conflicts with other requirements.

Job Address: 325 Piney Point Rd
Street Number Street Name

Project Name/Number: 18297-10723 #133565

Estimated Length of Project: 1-2 days

Applicant Information

Name & Position: Patricia Eilenfeldt - AutoCad Tech

Phone Number: 832-615-7603 E-Mail: peilenfeldt@pslightwave.com

Third Party Information

- I have this information (Fill out the bottom portion.)
- I do not have this information. (If not yet known, please provide this information to us once the contractor has been assigned.)

Name of Superintendent: PS Lightwave, Inc.

Superintendent Phone Number: Emmanuel Maldonado 832-544-0119

Superintendent E-Mail: _____

Company Address: 5959 Corporate Dr., Suite 3300, Houston, TX 77036
Street City State Zip Code

Emergency Contact Information: Emmanuel Maldonado 832-544-0119
(24/7 Contact Person) Name Phone Number

We require a copy of general liability insurance from the Third Party. "The City of Piney Point Village" with the address, should be listed as the certificate holder. Please attach this with the application.

What is the Purpose of the Request?

- Emergency
- Routine Maintenance
- Future Project

Type of Repair

- | | |
|--|---|
| <input type="checkbox"/> Underground | <input type="checkbox"/> Network Nodes |
| <input type="checkbox"/> Overhead | <input type="checkbox"/> New Pole(s) |
| <input type="checkbox"/> Electrical Equipment | <input type="checkbox"/> New Optic Fiber Install |
| <input type="checkbox"/> Equipment Boxes | <input type="checkbox"/> Sidewalk Point Repair |
| <input type="checkbox"/> Equipment Maintenance | <input type="checkbox"/> Street Point Repair |
| <input type="checkbox"/> Cell Towers | <input checked="" type="checkbox"/> Telecommunication |
| <input type="checkbox"/> Manholes | <input type="checkbox"/> Other |

If Other, Please Specify: _____

Agency Applying

- AT&T
- CenterPoint Energy (Electric)
- CenterPoint Energy (Gas)
- Comcast (Cable)
- Memorial Village Water Authority (Water & Sewer)
- Other

If Other, Please Specify: PS Lightwave, Inc.

Detailed Scope of Work

Refer back to the Right-of-Way Checklist for the required information to be explained in the detailed scope of work.

Placing fiber optic cable on existing cable on (3) poles along the ROW of Piney Point Rd. to provide service to customer

Location of Project

Provide a description of the proposed location (including whether such location will be within or adjacent to one of the following: Church/School, Residential Development, In the Street, In the Esplanade)

325 Piney Point Rd

Plan Requirements

- Follow all the guidelines and attach the 11x17 plans with the application.

Trees

- If present, include tree mark-ups on the plans.

Proposed Equipment/Machinery

- Boring
- Trenching
- Hand Digging
- Other Excavation Work
If "Other", Please Specify placing fiber on existing utility poles

Please Note: No utility trucks / vehicles are to be staged on our city's planted esplanade.

Damage

- Users are responsible for the workmanship of any damages caused by a Third Party contractor, to any of the following:
 - Water/Sewer Lines
 - Gas Pipelines
 - Grass
 - Plants, Flowers, and Bushes
 - Trees and Tree Roots
 - Streets, Curbs, Potholes
 - Street Poles/Street Signs
 - Mailboxes
 - Residential Fencing
- All users shall notify the city immediately of any damage to other utilities, either city or privately owned.

Permits

- We will notify you if a permit is required for electrical reconnect or gas.
- If and when the permit is issued, it is to be posted in a visible location on the jobsite.

Inspections

- Electrical and gas permits will need to be inspected prior to being released to CenterPoint Energy.
- The city will inspect the areas of all right-of-way work.

Plan Examiners

- City Director of Planning, Development, & Permits
- City Forester
- HDR Engineering
- Memorial Village Water Authority
- Piney Point Village City Council (If Applicable)
- Public Works
- Other

Restoration of Property

By the requirements of the city, I understand that we are to restore any of the city's property that is affected as a result of our work, to a condition that is equal to or better than the condition of the property prior to the performance of the work.

Patricia Eilenfeldt

09/07/2021

Signature of Applicant

Date

I understand that if we are issued this permit to work in the city's right-of-way, we will comply with all requirements in the City of Piney Point Village Code of Ordinances.

Printed Name of Applicant

Patricia Eilenfeldt

09/07/2021

Signature of Applicant

Date

Helpful Notes:

- A copy of the construction permit and approved engineering plans shall be maintained at the site and made available for inspection by the city at all times when installation work is occurring.
- Prior approval must be obtained from the city when a street or sidewalk cut is required.
- Precautionary measures need to be taken when a sidewalk is repaired or redone.
- Any work done to a sidewalk needs to be secured with cones and temporary fencing around the perimeter for pedestrian safety.
- The city may require notification letters to adjacent residential developments and neighborhoods.
- The City of Piney Point Village must approve the work being performed.
- Any and all changes to the original project scope must have city approval.
- City Council approval is not required for all applicants; it is subject to the scope of work.
- In addition to the scanned PDF set, the city does require paper submissions. These must be dropped off to the city.
- For questions regarding water and sewer line markings, please call the Memorial Village Water Authorities at (713) 465-8318.
- Electronic drawings must be emailed directly to Kimberly Perez, Right-of-Way Coordinator, at cityhall@pineypt.org and CC Annette Arriaga, Director of Planning, Development, and Permits, bldgofficial@pineypt.org.
- Please allow two to three weeks for plans to be reviewed and receive a response.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BXS Insurance 3355 West Alabama Suite 850 Houston TX 77098	CONTACT NAME: Evelyn Richards
	PHONE (A/C, No. Ext): 713-622-2330 FAX (A/C, No): 713-622-2053 E-MAIL ADDRESS: evelyn.richards@bksi.com
INSURED PS Lightwave, Inc.; Land & Light, LLC. PLW Fiber Network, Inc.; 3960 Braxton Holdings LLC 5959 Corporate Drive Suite 3300 Houston TX 77036	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Travelers Indemnity Company 25658
	INSURER B : Travelers Indemnity Company of CT 25682
	INSURER C : Charter Oak Fire Insurance Company 25615
	INSURER D : _____
	INSURER E : _____
INSURER F : _____	

COVERAGES CERTIFICATE NUMBER: 1900584995 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____			6603G85139A	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			BA6N185887	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP6J398433	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*
*
*
*
*
*
*
*
*
*
*
See Attached...

CERTIFICATE HOLDER

City of Piney Point Village
7676 Woodway, Suite 300
Houston TX 77063

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY BXS Insurance		NAMED INSURED PS Lightwave, Inc.; Land & Light, LLC. PLW Fiber Network, Inc.; 3960 Braxton Holdings LLC 5959 Corporate Drive Suite 3300 Houston TX 77036	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

The General Liability and Auto policies include a blanket additional insured endorsement that provides additional insured status when there is a written contract between the named insured and the additional insured that requires such status.

The General Liability and Auto policies includes a blanket automatic waiver of subrogation endorsement that provides this feature only to the person or organization for whom the named insured has agreed in a written contract that requires such status.

The General Liability and Auto policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days advance notice if the policy is canceled by the company other than for nonpayment of premium, 10 days notice if the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the additional insured requests cancellation.

The General Liability and Automobile policies includes primary and non-contributory coverage for additional insureds.

General Liability includes coverage for completed operations.

Umbrella Liability is follow form of underlying policies per terms and conditions of the policy.

Project: SBISD

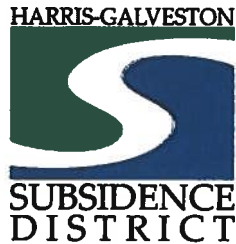
TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: October 25, 2021

SUBJECT: Discuss the appointment of a Harris-Galveston Director on the Subsidence District Board. The term of office will expire on January 31, 2022. The expired position is filed by the Village Mayors collectively.

Agenda Item: 9



October 18, 2021

Mayor Mark Kobelan
City of Piney Point Village
7676 Woodway, Suite 300
Houston, Texas 77063

Dear Mayor Kobelan:

As General Manager of the Subsidence District, it is my responsibility to notify you when the term of office of a Director on the Subsidence District Board, who is appointed by the Mayor of the City of Piney Point Village, is about to expire.

The mayors of the Cities of Humble, Piney Point Village, Hedwig Village, Hedwig Village, Hunters Creek Village, Hillshire Village, and the Village of Spring Valley are required to jointly appoint one Director from Harris County, to the Subsidence District Board (Sec. 8801.051(j)). All appointed Directors to the Subsidence District Board must be residents of, and qualified voters in, the District.

The term of office of Mr. Kyle Sears will expire on January 31, 2022.

A Director with an expired term will continue to serve until reappointed or replaced.

Please send a letter confirming your appointment to the address listed above, or via email to eroach@subsidence.org, as we must have this in writing.

Your interest in and support of the Subsidence District has been of great value to the District, and I look forward to working with you and your staff in the future. Please contact me at 281-486-1105 if you have any questions concerning the board appointments.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Michael J. Turco", written over a white background.

Michael J. Turco
General Manager

BOARD OF DIRECTORS: Alan Petrov – **Chairman** (*Municipalities of West University Place, Southside Place, Bellaire, and Jacinto City*); Susan Baird – **Vice Chairman** (*City of Houston*); Pete Cote – **Secretary** (*City of Baytown*); Rosa Alvarez (*City of Houston*); Emily Anderson (*City of Houston*); Sarah Benavides (*City of Pasadena*); Augustus "Auggie" Campbell (*Harris County Commissioners Court*); Chris Canonico (*City of Houston*); Steve Gillett (*Clear Lake City Water Authority and the municipalities of Deer Park, Galena Park, La Porte, Nassau Bay, and Seabrook*); Don Johnson (*Municipalities of Galveston County*); Ken Keller (*Galveston County Commissioners Court*); William "Bill" Latimer (*Galveston County Commissioners Court*); Shannon Lucas (*Municipalities of Galveston County*); Katherine Mears (*City of Houston*); Lindall Murff (*Harris County Commissioners Court*); Kathy Rogers (*Galveston County Commissioners Court*); Melinda Salazar (*Harris County Commissioners Court*); Kyle Sears (*Municipalities of Humble, Piney Point Village, Hedwig Village, Bunker Hill Village, Hunters Creek Village, Hillshire Village, and Spring Valley*); Shaun Theriot-Smith (*City of Houston*)

GENERAL MANAGER: Michael J. Turco

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: October 25, 2021

SUBJECT: Discuss and consider possible action on an estimate to replace the plants at the Memorial and Blalock esplanades.

Agenda Item: 10

Bright Landscape Designs, Inc

9302 Reid Lake Drive
Houston, TX 77064

Estimate

DATE	ESTIMATE #
8/17/2021	12147

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

PROJECT
August 2021 - replacements

DESCRIPTION	SIZE	QTY	COST	TOTAL
MEMORIAL #4 ESPLANADE (CMDPC WEST DRIVEWAY TO BLALOCK) Green Garlic - 3g not available	1 gal	10	13.14	131.40
ADD Yaupon - Dwarf (10"-12")	3 gal	10	27.72	277.20
Premium Mix Compost	cy	0.5	46.50	23.25
Pine Deco Mulch	cy	0.333	40.51051	13.49
OR 1.5 pieces Brown Steel Edging - Brown and .5 roll Landscape Fabric 150 sq ft roll and .5 box Landscape Fabric Staples and .5 cy Bullrock @ \$448.39				
Lantana - New Gold	1 gal	14	11.70	163.80
Premium Mix Compost	cy	0.166	46.50602	7.72
Pine Deco Mulch	cy	0.083	40.48193	3.36
BLALOCK #2 ESPLANADE (SOUTH TRIANGLE) Holly Fern	1 gal	16	11.70	187.20
Fern - Foxtail	3 gal	10	31.50	315.00
Pine Deco Mulch	cy	1.5	40.50	60.75

Phone #
2814963576

E-mail
carol@brightlandscapedesigns.com

Estimate

Bright Landscape Designs, Inc

9302 Reid Lake Drive

Houston, TX 77064

DATE	ESTIMATE #
8/17/2021	12147

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

PROJECT

August 2021 - replacements

DESCRIPTION	SIZE	QTY	COST	TOTAL
Giant Liriope	3 gal	17	22.32	379.44
BLALOCK #1 ESPLANADE (NORTH TRIANGLE)				
Lantana - New Gold	4" flat	2	40.825	81.65
MEMORIAL #5 ESPLANADE (BLALOCK TO QUAIL CREEK)				
Lantana - New Gold	4" flat	8	40.82375	326.59
Green Garlic - 3g not available	1 gal	14	13.14	183.96
TOTAL PLANTS & MATERIALS				2,154.81
LABOR, PICKUP, DELIVERY, DISPOSAL, INVENTORY ITEMS, ETC.				1,416.03
Subtotal				3,570.84
REPEAT CUSTOMER DISCOUNT			-8.00%	-285.67
Subtotal				3,285.17

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DATE	ESTIMATE #
8/17/2021	12147

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

PROJECT
August 2021 - replacements

DESCRIPTION	SIZE	QTY	COST	TOTAL
<p>MEMORIAL #4 ESPLANADE - COMBINE 6 GARLIC INTO 3 CLUMPS AND FILL IN WIHT GREEN GARLIC. TRANSPLANT BIGGER ONES.</p> <p>ADD DWARF YAUPON OR STEEL EDGING AND BULLROCK ON LANDSCAPE FABRIC. ADD NEW GOLD LANTANA.</p> <p>BLALOCK #2 ESPLANADE (SOUTH TRIANGLE) -REPLACE DEAD GARLIC WIWITH HOLLY FERNS. REPLACE SOME FOXTAILS (IN SUNNY PLACES ONLY) REPLACE 17 DWARF MUHLI GRASS WITH GIANT LIRIOPE.</p> <p>BLALOCK #1 ESPLANADE (NORTH TRIANGLE) - REPLACE NEW GOLD LANTANA</p> <p>MEMORIAL #5 ESPLANADE (BLALOCK TO QUAIL CREEK) - REPLACE 48 NEW GOLD LANTANA AND 7 GREEN GARLIC.</p> <p>NOTE: SEASONAL COLOR IS NOT COVERED BY GUARANTEE</p> <p>NOTE: ESTIMATE DOES NOT INCLUDE ANY SPRINKLER SYSTEM ADJUSTMENTS</p>				

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Bright Landscape Designs, Inc

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DATE	ESTIMATE #
8/17/2021	12147

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

PROJECT
August 2021 - replacements

DESCRIPTION	SIZE	QTY	COST	TOTAL
<p>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</p> <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	\$3,285.17
---------------------------------	-------------------

Sales Taxes (8.25%)	\$0.00
----------------------------	---------------

Phone #
INITIALS
2814963576

E-mail
carol@brightlandscapedesigns.com

TOTAL	\$3,285.17
--------------	-------------------

Karen Farris

From: margaretrohde@comcast.net
Sent: Thursday, October 14, 2021 10:12 AM
To: Karen Farris; Mark Kobelan
Subject: Fwd: Estimate 12147 from Bright Landscape Designs, Inc
Attachments: Est_12147_from_Bright_Landscape_Designs_Inc_10428.pdf

Good Morning!

The beautification committee is ready to proceed with Carol's quote for plant replacements. Cary and I walked the area, and Carol revised the quote per our request (down almost \$1k). We'd like to pick the dwarf yaupon option on Esplanade #2.

Thank you,
Margaret

----- Original Message -----

From: Carol Bright <carol@brightlandscapedesigns.com>
To: "margaretrohde@comcast.net" <margaretrohde@comcast.net>
Date: 10/05/2021 10:22 AM
Subject: Estimate 12147 from Bright Landscape Designs, Inc

Dear Customer :

Attached is our estimate for your review. Feel free to contact us if you have any questions. If you would like to commence with work please call us at 281-496-3576. Also attached is a disclaimer. If you choose to do the work a signed copy of this will need to be sent to us either by mail or fax.

We look forward to working with you.

Sincerely,
Tammy
BRIGHT LANDSCAPE DESIGNS, INC.
281-496-3576
Fax: 713-896-0773

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

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: October 25, 2021

SUBJECT: Discuss and consider possible action on approving a landscape maintenance proposal.

Agenda Item: 11

Estimate

Bright Landscape Designs, Inc

9302 Reid Lake Drive
Houston, TX 77064

DATE	ESTIMATE #
10/20/2021	12277

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

PROJECT

October 2021

DESCRIPTION	SIZE	QTY	COST	TOTAL
<p>AREAS TO BE MAINTAINED FLAG TREE PARK CAROL TREE PARK MEMORIAL ESPL #1 (BRIAR FOREST TO MEMORIAL POINT) MEMORIAL ESPL #2 (MEMORIAL POINT TO BYLANE) MEMORIAL ESPL #3 (BYLANE TO MDPC WEST DRIVEWAY) MEMORIAL ESPL #4 (MDPC WEST DRIVEWAY TO BLALOCK) BLALOCK ESPL #1 (NORTH TRIANGLE) BLALOCK ESPL #2 (SOUTH TRIANGLE) MEMORIAL ESPL #5 (BLALOCK TO QUAIL CREEK) MEMORIAL ESPL #6 (QUAIL CREEK TO HERITAGE OAKS) MEMORIAL ESPL #7 (HERITAGE OAKS TO KENSINGTON CT) MEMORIAL ESPL #8 (KENSINGTON CT TO N PINEY POINT) MEMORIAL ESPL #9 (EAST OF N PINEY POINT) MEMORIAL ESPL #10 (WEST OF SAN FELIPE) CITY SIGN @ ECHO LANE/TAYLORCREST</p>				
<p>10 TIMES PER CALENDAR YEAR (TOTAL PER YEAR \$29,500.00) WEEDING OF ALL BED AREA (HAND PULLING ONLY, NO SPRAYING EXCEPT IN BULLROCK OR GRAVEL PATHS)</p>	PER VISIT		2,950.00	2,950.00

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Estimate

DATE	ESTIMATE #
10/20/2021	12277

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

PROJECT
October 2021

DESCRIPTION	SIZE	QTY	COST	TOTAL
REMOVE TRIMMINGS/BLOWING DEBRIS IN ALL BEDS REMOVE LITTER FROM SITE CHECK SPRINKLERS FOR PROPER FUNCTIONING (AND COMMUNICATE ALL IMPROPER FUNCTIONING TO CITY)				
PRUNING - 4 TIMES PER CALENDAR YEAR (TOTAL PER CALENDAR YEAR \$14,000.00) PRUNE SHRUBS AND GROUND COVER (TO MAINTAIN NEAT APPEARANCE) - TO BE COMBINED WITH SERVICES ABOVE, NO SEPARATE TRIP	PER VISIT		3,500.00	3,500.00
MULCHING - 2 TIMES PER CALENDAR YEAR (TOTAL PER CALENDAR YEAR \$13,382.30) (INCLUDES 40 CY PINE DECO MULCH @ \$1620.00 - BASED ON CURRENT PRICE OF MATERIALS) APPLY 1.5" OF PINE DECO MULCH TO ALL BEDS AND TREE SAUCERS - TO BE COMBINED WITH SERVICES ABOVE, TO BE DONE DAY AFTER MAINTENANCE	PER VISIT		6,691.15	6,691.15
TOTAL LABOR, PICKUP, DELIVERY, DISPOSAL, INVENTORY ITEMS, ETC.				13,141.15
Subtotal				13,141.15

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DATE	ESTIMATE #
10/20/2021	12277

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

PROJECT
October 2021

DESCRIPTION	SIZE	QTY	COST	TOTAL
<p>Subtotal</p> <p>NOTE: ESTIMATE DOES NOT INCLUDE ANY SPRINKLER SYSTEM ADJUSTMENTS</p> <p>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</p> <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>				13,141.15

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 9302 Reid Lake Drive
 Houston, TX 77064

DATE	ESTIMATE #
10/20/2021	12277

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

PROJECT

October 2021

DESCRIPTION	SIZE	QTY	COST	TOTAL
WANT TO EARN YOUR BONUS POINTS? WE NOW ACCEPT MASTERCARD/VISA/DISCOVER				

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

\$13,141.15

Sales Taxes (8.25%)

\$0.00

TOTAL

\$13,141.15

Phone #
 INITIALS
 2814963576

E-mail
 carol@brightlandscapedesigns.com



Maintenance Contract 2021-22 (With Bed Maintenance)

Start Date 6/1/2021

Client Piney Point Village
7676 Woodway Drive, Suite 300
Houston, TX 77063

Property Piney Point Village
Piney Point Drive
Houston, TX 77063

PO #

This Landscape Maintenance Agreement ("Agreement") is entered on the start date listed above by and between Westco Grounds Maintenance LLC., a Texas limited liability company, ("WESTCO") and the Client (as stated above). The Client desires to engage WESTCO to perform certain landscaping services and WESTCO desires to perform those landscaping services on the Property (as stated above) in accordance with the specifications, terms, and conditions herein contained.

Service Specifications

Full Service Maintenance Visit

- Maintain landscaped areas once each week through the growing season and every other week during the non-growing season for a total of 42 visits annually.
- Mow turf areas with commercial maintenance equipment
- Mechanically line trim along all soft edges (Weed Eat)
- Mechanically edge along hard edges
- Blow all debris from hardsurfaces that are a result of landscape maintenance services
- Spot treat for fire ants
- All bed areas shall be kept free of weeds
- Prune shrubs and groundcovers as necessary to maintain a neat and maintained appearance
- All seams in the concrete surfaces will be treated with an herbicide
- Litter will be removed and taken off site from all landscape areas

Bed maintenance

- Maintain bed areas in Flag & Carol Tree Park, City Sign @ Echo Ln., Memorial and Blalock Esplanades 14 times per year
- All bed areas shall be kept free of weeds
- Prune shrubs and groundcovers as necessary to maintain a neat and maintained appearance
- Remove all trimmings that are a result of landscape maintenance services
- All seams in the concrete surfaces will be treated with an herbicide
- Litter will be removed and taken off site from all landscape areas

Mulch Application

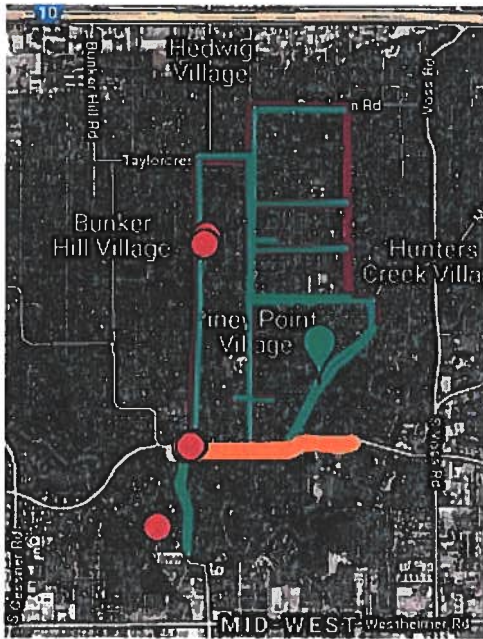
- 1" to 1.5" of fine shredded hardwood will be applied to beds and tree saucers two times per year.

Optional Services

Optional Winter Trip - Leaf Removal

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

Service Area



Fixed Payment Schedule

Schedule	Price	Sales Tax	Total Price
June	\$9,387.00	\$0.00	\$9,387.00
July	\$9,387.00	\$0.00	\$9,387.00
August	\$9,387.00	\$0.00	\$9,387.00
September	\$9,387.00	\$0.00	\$9,387.00
October	\$9,387.00	\$0.00	\$9,387.00
November	\$9,387.00	\$0.00	\$9,387.00
December	\$9,387.00	\$0.00	\$9,387.00
January	\$9,387.00	\$0.00	\$9,387.00
February	\$9,387.00	\$0.00	\$9,387.00
March	\$9,387.00	\$0.00	\$9,387.00
April	\$9,387.00	\$0.00	\$9,387.00
May	\$9,387.00	\$0.00	\$9,387.00
	\$112,644.00	\$0.00	\$112,644.00

Optional Services

Initial next to optional services you would like added to your contract.	Frequency	Cost per Occ.	Ext. Cost	Sales Tax	Annual Cost
Optional Winter Trip - Leaf Removal	5	2130.00	\$10,650.00	\$0.00	\$10,650.00

By Brad Palermo
 Brad Palermo, Business Development Manager

Date 6/1/2021
 Westco Grounds Maintenance, LLC.

By _____

Date _____
 Piney Point Village

Terms & Conditions

Contract Term and Renewal

This Agreement shall remain in effect for a period of one (1) year from the date written above and shall automatically renew for a similar period unless one party notifies the other party in writing of its intention not to renew the Agreement no less than thirty (30) days prior to the end of that one year period. At renewal Westco reserves the right it increase prices by a maximum of 3% without additional approval.

Billing & Payment Terms

Services included in the base contract will be invoiced on the 1st of each month according to the "Base Contract Billing Schedule", and shall be payable within thirty (30) days from the invoice date. Approved annual services will be invoiced as services are rendered and shall be payable within thirty (30) days from the invoice date. Acceptable forms of payment are as follows: personal/business checks, money orders, and cashier's checks. Credit card payments are accepted over the phone; a 3.5% service charge will be added to the payment at the time of processing.

Termination

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

Notices

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

Dispute resolution

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

Additional Work

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

Interest Charges

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

Property Damage

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

Insurance

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

Mandated Governmental Surcharges

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

Contract Acceptance

This contract shall be considered legally binding if one of the following conditions are met: 1) Contract is physically or e-signed signed by Owner/Property Manger. 2) Services listed in the contract commence. 3) Invoice is submitted for payment and not disputed in writing within 10 business days. 4) Owner/Property Manger gives approval verbally or via email.

Fuel Adjustment

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

Karen Farris

From: Cary Moran
Sent: Thursday, October 14, 2021 2:47 PM
To: Deborah Winkelman
Cc: margaretrohde@comcast.net; Karen Farris
Subject: New Proposal Request for Landscape Bed Maintenance
Attachments: PP Landscape maintenance bid 10-7-21.pdf

Deborah,
Please review this request from Piney point Village and submit a bid for these listed specifications.
Let me know if you have any questions.
Thank you,
Cary Moran, City Forester

City of Piney Point Village
Request for Proposal Specifications
Landscape Bed Maintenance
(Updated 10/7/21)

The City of Piney Point Village desires to contract for services to maintain specific landscaped beds in the City, as described below, under the following minimum specifications. Selected bidder must sign a written agreement and conform to all current City requirements.

Areas To Be Maintained:

- Flag Tree Park
- Carol Tree Park
- Memorial Espl. #1 (Briar Forest to Memorial Pt.)
- Memorial Espl. #2 (Memorial Pt. to Bylane)
- Memorial Espl. #3 (Bylane to MDPC West Driveway)
- Memorial Espl. #4 (MDPC West Driveway to Blalock)
- Blalock Espl #1 (North Triangle)
- Blalock Espl. #2 (South Triangle)
- Memorial Espl #5 (Blalock to Quail Creek)
- Memorial Espl. #6 (Quail Creek to Heritage Oaks)
- Memorial Espl. #7 (Heritage Oaks to Kensington Ct.)
- Memorial Espl. #8 (Kensington Ct. to N. Piney Point)
- Memorial Espl. #9 (East of N. Piney Point)
- Memorial Espl. #10 (West of San Felipe)
- City Sign @ Echo Lane/Taylorcrest

Specifications of Services Requested:

- 14 times per calendar year:
 - Weeding of ALL bed areas (hand pulling only, no spraying)
 - Remove trimmings / blowing debris in ALL beds
 - Remove litter from site
 - Check sprinklers for proper functioning (and communicate all improper functioning to City)
- 4 times per calendar year (can be combined with services above, not a separate trip):
 - Prune shrubs and groundcover (to maintain neat appearance)
- 2 times per calendar year (can be combined with services above, not a separate trip):
 - Apply 1.5" of fine shredded pine bark mulch to ALL beds and tree saucers

Additional Services Requested:

- None, but bidder may specify additional a la carte services, as long as pricing is separate from the required services bid.

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: October 25, 2021

SUBJECT: Discuss and consider possible action on approving Resolution No. 2021.10.25 authorizing participation in the National Opioid Settlement Agreements.

Agenda Item: 12

RESOLUTON NO. 2021.10.25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE, TEXAS, AUTHORIZING PARTICIPATION IN THE NATIONAL OPIOID SETTLEMENT AGREEMENTS SECURED BY THE OFFICE OF THE ATTORNEY GENERAL AS A “NON-LITIGATING SUBDIVISION”; AND, AUTHORIZING THE MAYOR TO EXECUTE CERTAIN SETTLEMENT PARTICIPATION DOCUMENTS.

WHEREAS, the City of Piney Point Village, Texas (the “City”) obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, the “Defendants”) have engaged in fraudulent or reckless marketing or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs to the United States and the State of Texas; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group representing political subdivisions in the State of Texas entered into an Agreement entitled, “Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet” (the “Texas Term Sheet”), approving the allocation of any and all opioid settlement funds within the State of Texas, with the Texas Term Sheet being attached to this Resolution as Exhibit “A”; and

WHEREAS, the City desires to adopt and approve the Texas Term Sheet in its entirety; and **NOW, THEREFORE**,

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

SECTION 1. THAT the statements provided in the caption and the recitals of this Resolution are true and correct and are adopted herein for all intents and purposes.

SECTION 2. THAT the City Council of the City (the “Council”) hereby finds that there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City.

SECTION 3. THAT the Council hereby acknowledges that the purpose of the Texas Term Sheet is to permit collaboration between the State of Texas and political subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants, as defined therein.

SECTION 4. THAT the Council hereby acknowledges that an additional purpose of the Texas Term Sheet is to create an effective means of distributing any potential settlement funds obtained under the Texas Term Sheet between the State of Texas and political subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid

epidemic in the City and throughout the State of Texas.

SECTION 5. THAT the Texas Term Sheet be approved and adopted in its entirety, including the allocation method for opioid settlement proceeds.

PASSED AND APPROVED ON THE 25TH DAY OF OCTOBER 2021.

FOR THE CITY:

MARK KOBELAN, MAYOR

ATTEST:

Karen Farris, City Secretary

EXHIBIT A – THE “TEXAS TERM SHEET”

Dear Ms. Farris,

Your City should have recently received an email regarding the National Opioid Settlement (“Settlement”). This memo is intended to give you general information on what the Settlement is and how it may affect your City. This memo will also inform you of what you need to do to obtain the potential settlement funds already allocated to your City. This memo is *not* intended to encompass every detail of the Settlement and we encourage you to contact us with further questions.

This Settlement is essentially a *conditional* Settlement between the Manufacturer and Distributors (collectively “Defendants”) of certain opioids and the Nation which their product has harmed. The Settlement is contingent on state and local participation and incentive opt in. This opt in requires that states and local municipalities (not private parties) release all present and future claims against said Defendants and in return, receive an allocated Settlement amount to be used to prevent and mitigate the harmful effects of the opioid crisis. Note that there will be specific requirements for spending the allocated Settlement amount.

Your City does not have pending litigation against these Defendants. Any citizen or business in your City that may have pending litigation or future claims against these Defendants will not be affected by your City’s participation in this settlement.

Phase one of the Settlement dealt with state participation. Texas, along with 41 other states, opted into this conditional settlement. These 42 “Settling States” qualified as a “critical mass” and has allowed this Settlement to proceed to phase two: subdivision participation. The subdivisions of each Settling State (including your City) will have 120 days to determine whether they will participate the settlements. **The deadline to opt in is January 2, 2022.** The Defendants will then have 30 days to determine whether the percentage of participating subdivisions qualifies as a “critical mass”. If so, the Consent Judgments will be finalized. If the percentage of participating subdivisions does not qualify as a “critical mass”, those in litigation will remain the and the Settlement will not take effect.

The total Settlement amount is approximately \$26 billion. Texas could potentially receive up to approximately \$1.5 billion. Your City has been allocated \$15,738.00.

We encourage your City to participate in this Settlement. Because your City is not involved in pending litigation, there are no current claims to release. Additionally, the City is not stripping any private right of individuals in your City to continue a claim or pursue a claim against these Defendants. By participating in this Settlement, you will contribute to the effort to get a “critical mass” enabling the Settlement to move forward, and in turn, receive the allocated funds.

To receive these funds, the City will need to submit three documents to opioids@oag.texas.gov. The first is a Resolution authorizing the City to participate in the Settlement. The second and third documents are the “Subdivision Participation Form (JNJ)” and “Subdivision Participation Form (Distributors)”. These participation forms along with a draft Resolution are attached. Finally, the Texas Term Sheet will be incorporated and attached as an exhibit to your Resolution. Please follow normal Resolution protocol. It is important to note that this Resolution needs to be considered sooner rather than later because the deadline to opt into participation in this Settlement is **January 2, 2022**. We recommend adding this matter to the agenda for one of your upcoming meetings.

We appreciate your attention to this matter. Please do not hesitate to reach out to our office with questions or concerns.

EXHIBIT K

Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of

Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

**TEXAS OPIOID ABATEMENT FUND COUNCIL AND
SETTLEMENT ALLOCATION TERM SHEET**

WHEREAS, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

WHEREAS, the State of Texas, through its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

WHEREAS, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

THEREFORE, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

A. Definitions

As used in this Texas Term Sheet:

1. “The State” shall mean the State of Texas acting through its Attorney General.
2. “Political Subdivision(s)” shall mean any Texas municipality and county.
3. “The Parties” shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs’ Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. “Litigating Political Subdivision” means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. “National Fund” shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. “Negotiating Committee” shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas’

Political Subdivisions (collectively, “Members”). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas’ Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O’Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. “Approved Purpose(s)” shall mean those uses identified in Exhibit A hereto.
9. “Pharmaceutical Supply Chain” shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

10. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
11. “Texas Opioid Council” shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions (“Subdivision Share”), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas (“State Share”). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a

segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.

7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

C. Payment of Counsel and Litigation Expenses

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the “Texas Opioid Fee and Expense Fund,” which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.
5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.
8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

D. The Texas Opioid Council and Texas Abatement Fund

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

E. Settlement Negotiations

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

F. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

Acknowledgment of Agreement

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

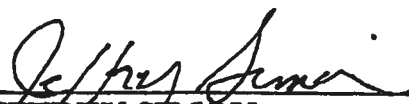


KENNETH PAXTON, JR.
ATTORNEY GENERAL

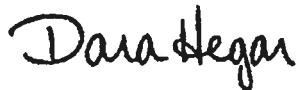
FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:



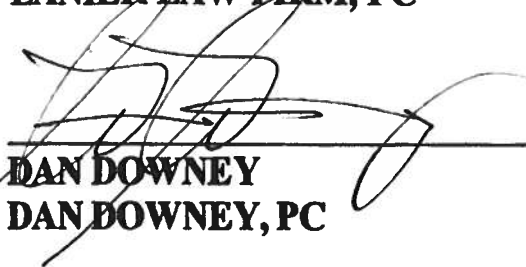
MIKAL WATTS
WATTS GUERRA LLP



JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

:sas

EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

As part of the settlement agreement and upon its execution, the parties will form the Texas Opioid Council (Council) to establish the framework that ensures the funds recovered by Texas (through the joint actions of the Attorney General and the state's political subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

I. Structure

The Council will be responsible for the processes and procedures governing the spending of the funds held in the Texas Abatement Fund, which will be approximately 70% of all funds obtained through settlement and/or litigation of the claims asserted by the State and its subdivisions in the investigations and litigation related to the manufacturing, marketing, distribution, and sale of opioids and related pharmaceuticals.

Money paid into the abatement fund will be held by an independent administrator, who shall be responsible for the ministerial task of releasing funds solely as authorized below by the Council, and accounting for all payments to and from the fund.

The Council will be formed when a court of competent jurisdiction enters an order settling the matter, including any order of a bankruptcy court. The Council's members must be appointed within sixty (60) days of the date the order is entered.

A. Membership

The Council shall be comprised of the following thirteen (13) members:

1. Statewide Members.

Six members appointed by the Governor and Attorney General to represent the State's interest in opioid abatement. The statewide members are appointed as follows:

- a. The Governor shall appoint three (3) members who are licensed health professionals with significant experience in opioid interventions;
- b. The Attorney General shall appoint three (3) members who are licensed professionals with significant experience in opioid incidences; and
- c. The Governor will appoint the Chair of the Council as a non-voting member. The Chair may only cast a vote in the event there is a tie of the membership.

2. Regional Members.

Six (6) members appointed by the State's political subdivisions to represent their designated Texas Health and Human Services Commission "HHSC" Regional Healthcare

Partnership (Regions) to ensure dedicated regional, urban, and rural representation on the Council. The regional appointees must be from either academia or the medical profession with significant experience in opioid interventions. The regional members are appointed as follows:

- a. One member representing Regions 9 and 10 (Dallas Ft-Worth);
- b. One member representing Region 3 (Houston);
- c. One member representing Regions 11, 12, 13, 14, 15, 19 (West Texas);
- d. One member representing Regions 6, 7, 8, 16 (Austin-San Antonio);
- e. One member representing Regions 1, 2, 17, 18 (East Texas); and
- f. One member representing Regions 4, 5, 20 (South Texas).

B. Terms

All members of the Council are appointed to serve staggered two-year terms, with the terms of members expiring February 1 of each year. A member may serve no more than two consecutive terms, for a total of four consecutive years. For the first term, four (4) members (two (2) statewide and two (2) for the subdivisions) will serve a three-year term. A vacancy on the Council shall be filled for the unexpired term in the same manner as the original appointment. The Governor will appoint the Chair of the Council who will not vote on Council business unless there is a tie vote, and the subdivisions will appoint a Vice-Chair voting member from one of the regional members.

C. Governance

1. Administration

The Council is attached administratively to the Comptroller. The Council is an independent, quasi-governmental agency because it is responsible for the statewide distribution of the abatement settlement funds. The Council is exempt from the following statutes:

- a. Chapter 316 of the Government Code (Appropriations);
- b. Chapter 322 of the Government Code (Legislative Budget Board);
- c. Chapter 325 of the Government Code (Sunset);
- d. Chapter 783 of the Government Code (Uniform Grants and Contract Management);
- e. Chapter 2001 of the Government Code (Administrative Procedure);
- f. Chapter 2052 of the Government Code (State Agency Reports and Publications);
- g. Chapter 2261 of the Government Code (State Contracting Standards and Oversight);
- h. Chapter 2262 of the Government Code (Statewide Contract Management);

- i. Chapter 262 of the Local Government Code (Purchasing and Contracting Authority of Counties); and
- j. Chapter 271 of the Local Government Code (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments).

2. *Transparency*

The Council will abide by state laws relating to open meetings and public information, including Chapters 551 and 552 of the Texas Government Code.

- i. The Council shall hold at least four regular meetings each year. The Council may hold additional meetings on the request of the Chair or on the written request of three members of the council. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
- ii. The Council may convene in a closed, non-public meeting:
 - a. If the Commission must discuss:
 - 1. Negotiation of contract awards; and
 - 2. Matters specifically exempted from disclosure by federal and state statutes.
 - b. All minutes and documents of a closed meeting shall remain under seal, subject to release only order of a court of competent jurisdiction.

3. *Authority*

The Council does not have rulemaking authority. The terms of each Judgment, Master Settlement Agreement, or any Bankruptcy Settlement for Texas control the authority of the Council and the Council may not stray outside the bounds of the authority and power vested by such settlements. Should the Council require legal assistance in determining their authority, the Council may direct the executive director to seek legal advice from the Attorney General to clarify the issue.

D. Operation and Expenses

The independent administrator will set aside up to one (1) percent of the settlement funds for the administration of the Council for reasonable costs and expenses of operating the foregoing duties, including educational activities.

1. *Executive Director*

The Comptroller will employ the executive director of the Council and other personnel as necessary to administer the duties of the Council and carry out the functions of the Council. The executive director must have at least 10 years of experience in government or public administration and is classified as a Director V/B30 under the State Auditor's State Classification. The Comptroller will pay the salaries of the Council employees from the

one (1) percent of the settlement funds set aside for the administration of the Council. The Comptroller will request funds from the Texas Abatement Fund Point of Contact.

2. Travel Reimbursement

A person appointed to the Council is entitled to reimbursement for the travel expenses incurred in attending Council duties. A member of the Council may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the federal General Services Administration.

II. Duties/Roles

It is the duty of the Council to determine and approve the opioid abatement strategies and funding awards.

A. Approved Abatement Strategies

The Council will develop the approved Texas list of abatement strategies based on but not limited to the existing national list of opioid abatement strategies (see attached Appendix A) for implementing the Texas Abatement Fund.

1. The Council shall only approve strategies which are evidence-informed strategies.
2. The Texas list of abatement strategies must be approved by majority vote. The majority vote must include a majority from both sides of the statewide members and regional members in order to be approved, e.g., at least four (4) of six (6) members on each side.

B. Texas Abatement Fund Point of Contact

The Council will determine a single point of contact called the Abatement Fund Point of Contact (POC) to be established as the sole entity authorized to receive requests for funds and approve expenditures in Texas and order the release of funds from the Texas Abatement Fund by the independent administrator. The POC may be an independent third party selected by the Council with expertise in banking or financial management. The POC will manage the Opioid Council Bank Account (Account). Upon a vote, the Council will direct the POC to contact the independent administrator to release funds to the Account. The Account is outside the State Treasury and not managed by any state or local officials. The POC is responsible for payments to the qualified entities selected by the Council for abatement fund awards. The POC will submit a monthly financial statement on the Account to the Council.

C. Auditor

An independent auditor appointed by the Council will perform an audit on the Account on an annual basis and report its findings, if any, to the Council.

D. Funding Allocation

The Council is the sole decision-maker on the funding allocation process of the abatement funds. The Council will develop the application and award process based on the parameters outlined below. An entity seeking funds from the Council must apply for funds; no funds will be awarded without an application. The executive director and personnel may assist the Council in gathering and compiling the applications for consideration; however, the Council members are the sole decision-makers of awards and funding determination. The Council will use the following processes to award funds:

1. *Statewide Funds.* The Council will consider, adopt and approve the allocation methodology attached as Exhibit C, based upon population health data and prevalence of opioid incidences, at the Council's initial meeting. Adoption of such methodology will allow each Region to customize the approved abatement strategies to fit its communities' needs. The statewide regional funds will account for seventy-five (75) percent of the total overall funds, less the one (1) percent administrative expense described herein.
2. *Targeted Funds.* Each Region shall reserve twenty-five (25) percent of the overall funds, for targeted interventions in the specific Region as identified by opioid incidence data. The Council must approve on an annual basis the uses for the targeted abatement strategies and applications available to every Region, including education and outreach programs. Each Region without approved uses for the targeted funds from the Council, based upon a greater percentage of opioid incidents compared to its population, is subject to transfer of all or a portion of the targeted funds for that Region for uses based upon all Regions' targeted funding needs as approved by the Council on an annual basis.
3. *Annual Allocation.* Statewide regional funds and targeted funds will be allocated on an annual basis. If a Region lapses its funds, the funds will be reallocated based on all Regions' funding needs.

E. Appeal Process

The Council will establish an appeal process to permit the applicants for funding (state or subdivisions) to challenge decisions by the Council-designated point of contact on requests for funds or expenditures.

1. To challenge a decision by the designated point of contact, the State or a subdivision must file an appeal with the Council within thirty (30) days of the decision. The Council then has thirty (30) days to consider and rule on the appeal.
2. If the Council denies the appeal, the party may file an appeal with the state district court of record where the final opioid judgment or Master Settlement Agreement is filed. The Texas Rules of Civil Procedure and Rules of Evidence will govern these proceedings. The Council may request representation from the Attorney General in these proceedings.

In making its determination, the state district court shall apply the same clear error standards contained herein that the Council must follow when rendering its decision.

3. The state district court will make the final decision and the decision is not appealable.
4. Challenges will be limited and subject to penalty if abused.
5. Attorneys' fees and costs are not recoverable in these appeals.

F. Education

The Council may determine that a percentage of the funds in the Abatement Fund from the targeted funds be used to develop an education and outreach program to provide materials on the consequences of opioid drug use, prevention and interventions. Any material developed will include online resources and toolkits for communities.

EXHIBIT B

Exhibit B: Municipal Area Allocations: 15% of Total (\$150 million)

(County numbers refer to distribution to the county governments after payment to cities within county borders has been made. Minimum distribution to each county is \$1000.)

Municipal Area	Allocation	Municipal Area	Allocation
Abbott	\$688	Lakeport	\$463
Abernathy	\$110	Lakeside	\$4,474
Abilene	\$563,818	Lakeside City	\$222
Ackerly	\$21	Lakeview	\$427
Addison	\$58,094	Lakeway	\$31,657
Adrian	\$181	Lakewood Village	\$557
Agua Dulce	\$43	Lamar County	\$141,598
Alamo	\$22,121	Lamb County	\$50,681
Alamo Heights	\$28,198	Lamesa	\$29,656
Alba	\$3,196	Lampasas	\$28,211
Albany	\$180	Lampasas County	\$42,818
Aledo	\$331	Lancaster	\$90,653
Alice	\$71,291	Laredo	\$763,174
Allen	\$315,081	Latexo	\$124
Alma	\$1,107	Lavaca County	\$45,973
Alpine	\$29,686	Lavon	\$7,435
Alto	\$3,767	Lawn	\$58
Alton	\$11,540	League City	\$302,418
Alvarado	\$29,029	Leakey	\$256
Alvin	\$113,962	Leander	\$88,641
Alvord	\$358	Leary	\$797
Amarillo	\$987,661	Lee County	\$30,457
Ames	\$5,571	Lefors	\$159
Amherst	\$22	Leon County	\$67,393
Anahuac	\$542	Leon Valley	\$23,258
Anderson	\$19	Leona	\$883
Anderson County	\$268,763	Leonard	\$8,505
Andrews	\$18,983	Leroy	\$176
Andrews County	\$37,606	Levelland	\$46,848
Angelina County	\$229,956	Lewisville	\$382,094
Angleton	\$62,791	Lexington	\$2,318
Angus	\$331	Liberty	\$72,343
Anna	\$9,075	Liberty County	\$531,212
Annetta	\$5,956	Liberty Hill	\$2,780
Annetta North	\$34	Limestone County	\$135,684

(Table continues on multiple pages below)

Annetta South	\$602	Lincoln Park	\$677
Annona	\$738	Lindale	\$24,202
Anson	\$5,134	Linden	\$3,661
Anthony	\$4,514	Lindsay	\$1,228
Anton	\$444	Lipan	\$44
Appleby	\$1,551	Lipscomb County	\$10,132
Aquilla	\$208	Little Elm	\$69,326
Aransas County	\$266,512	Little River-Academy	\$798
Aransas Pass	\$57,813	Littlefield	\$7,678
Archer City	\$10,554	Live Oak	\$32,740
Archer County	\$45,534	Live Oak County	\$39,716
Arcola	\$7,290	Liverpool	\$1,435
Argyle	\$11,406	Livingston	\$73,165
Arlington	\$735,803	Llano	\$23,121
Armstrong County	\$974	Llano County	\$115,647
Arp	\$2,009	Lockhart	\$49,050
Asherton	\$112	Lockney	\$3,301
Aspermont	\$9	Log Cabin	\$1,960
Atascosa County	\$176,903	Lometa	\$1,176
Athens	\$105,942	Lone Oak	\$1,705
Atlanta	\$30,995	Lone Star	\$8,283
Aubrey	\$15,141	Longview	\$482,254
Aurora	\$1,849	Loraine	\$188
Austin County	\$76,030	Lorena	\$3,390
Austin	\$4,877,716	Lorenzo	\$11,358
Austwell	\$109	Los Fresnos	\$11,185
Avery	\$138	Los Indios	\$159
Avinger	\$1,115	Los Ybancz	\$0
Azle	\$32,213	Lott	\$1,516
Bailey	\$950	Lovelady	\$249
Bailey County	\$15,377	Loving County	\$1,000
Bailey's Prairie	\$5,604	Lowry Crossing	\$783
Baird	\$2,802	Lubbock	\$319,867
Balch Springs	\$27,358	Lubbock County	\$1,379,719
Balcones Heights	\$23,811	Lucas	\$5,266
Ballinger	\$9,172	Lueders	\$508
Balmorhea	\$63	Lufkin	\$281,592
Bandera	\$2,893	Luling	\$29,421
Bandera County	\$86,815	Lumberton	\$36,609
Bangs	\$3,050	Lyford	\$3,071

Bardwell	\$362	Lynn County	\$6,275
Barry	\$200	Lytle	\$7,223
Barstow	\$61	Mabank	\$19,443
Bartlett	\$3,374	Madison County	\$49,492
Bartonville	\$8,887	Madisonville	\$11,458
Bastrop	\$46,320	Magnolia	\$26,031
Bastrop County	\$343,960	Malakoff	\$12,614
Bay City	\$57,912	Malone	\$439
Baylor County	\$29,832	Manor	\$12,499
Bayou Vista	\$6,240	Mansfield	\$150,788
Bayside	\$242	Manvel	\$12,305
Baytown	\$216,066	Marble Falls	\$37,039
Bayview	\$41	Marfa	\$65
Beach City	\$12,505	Marietta	\$338
Bear Creek	\$906	Marion	\$275
Beasley	\$130	Marion County	\$54,728
Beaumont	\$683,010	Marlin	\$21,634
Beckville	\$1,247	Marquez	\$1,322
Bcdford	\$94,314	Marshall	\$108,371
Bcdias	\$3,475	Mart	\$928
Bce Cave	\$12,863	Martin County	\$10,862
Bce County	\$97,844	Martindale	\$2,437
Beeville	\$24,027	Mason	\$777
Bell County	\$650,748	Mason County	\$3,134
Bellaire	\$41,264	Matador	\$1,203
Bellevue	\$56	Matagorda County	\$135,239
Bellmead	\$14,487	Mathis	\$15,720
Bells	\$1,891	Maud	\$423
Bellville	\$7,488	Maverick County	\$115,919
Belton	\$72,680	Maypearl	\$986
Benavides	\$152	McAllen	\$364,424
Benbrook	\$43,919	McCamey	\$542
Benjamin	\$951	McGregor	\$9,155
Berryville	\$14,379	McKinney	\$450,383
Bertram	\$182	McLean	\$14
Beverly Hills	\$4,336	McLendon-Chisholm	\$411
Bevil Oaks	\$549	Mcculloch County	\$20,021
Bexar County	\$7,007,152	Mclennan County	\$529,641
Big Lake	\$547	Mcmullen County	\$1,000
Big Sandy	\$4,579	Meadow	\$1,121

Big Spring	\$189,928	Meadowlakes	\$905
Big Wells	\$236	Meadows Place	\$18,148
Bishop	\$8,213	Medina County	\$48,355
Bishop Hills	\$323	Megargel	\$611
Blackwell	\$31	Melissa	\$15,381
Blanco	\$6,191	Melvin	\$345
Blanco County	\$49,223	Memphis	\$7,203
Blanket	\$147	Menard	\$991
Bloomburg	\$1,010	Menard County	\$14,717
Blooming Grove	\$352	Mercedes	\$21,441
Blossom	\$198	Meridian	\$3,546
Blue Mound	\$2,888	Merkel	\$10,117
Blue Ridge	\$1,345	Mertens	\$239
Blum	\$1,622	Mertzton	\$29
Boerne	\$45,576	Mesquite	\$310,709
Bogata	\$3,649	Mexia	\$21,096
Bonham	\$100,909	Miami	\$455
Bonney	\$2,510	Midland County	\$279,927
Booker	\$1,036	Midland	\$521,849
Borden County	\$1,000	Midlothian	\$95,799
Borger	\$69,680	Midway	\$78
Bosque County	\$71,073	Milam County	\$97,386
Bovina	\$173	Milano	\$904
Bowie	\$83,620	Mildred	\$286
Bowie County	\$233,190	Miles	\$93
Boyd	\$6,953	Milford	\$6,177
Brackettville	\$8	Miller's Cove	\$97
Brady	\$27,480	Millican	\$417
Brazoria	\$11,537	Mills County	\$19,931
Brazoria County	\$1,021,090	Millsap	\$34
Brazos Bend	\$462	Mineola	\$48,719
Brazos Country	\$902	Mineral Wells	\$92,061
Brazos County	\$342,087	Mingus	\$189
Breckenridge	\$23,976	Mission	\$124,768
Bremond	\$5,554	Missouri City	\$209,633
Brenham	\$54,750	Mitchell County	\$20,850
Brewster County	\$60,087	Mobeetie	\$52
Briarcliff	\$572	Mobile City	\$2,034
Briaroaks	\$57	Monahans	\$5,849
Bridge City	\$80,756	Mont Belvieu	\$19,669

Bridgeport	\$33,301	Montague County	\$94,796
Briscoe County	\$977	Montgomery	\$1,884
Broadus	\$31	Montgomery County	\$2,700,911
Bronte	\$99	Moody	\$828
Brooks County	\$20,710	Moore County	\$40,627
Brookshire	\$6,406	Moore Station	\$772
Brookside Village	\$1,110	Moran	\$50
Brown County	\$193,417	Morgan	\$605
Browndell	\$152	Morgan's Point	\$3,105
Brownfield	\$14,452	Morgan's Point Resort	\$8,024
Brownsboro	\$3,176	Morris County	\$53,328
Brownsville	\$425,057	Morton	\$167
Brownwood	\$166,572	Motley County	\$3,344
Bruceville-Eddy	\$1,692	Moulton	\$999
Bryan	\$246,897	Mount Calm	\$605
Bryson	\$1,228	Mount Enterprise	\$1,832
Buckholts	\$1,113	Mount Pleasant	\$65,684
Buda	\$10,784	Mount Vernon	\$6,049
Buffalo	\$11,866	Mountain City	\$1,548
Buffalo Gap	\$88	Muenster	\$4,656
Buffalo Springs	\$188	Muleshoc	\$4,910
Bullard	\$7,487	Mullin	\$384
Bulverde	\$14,436	Munday	\$2,047
Bunker Hill Village	\$472	Murchison	\$2,302
Burkburnett	\$37,844	Murphy	\$51,893
Burke	\$1,114	Mustang	\$7
Burleson County	\$70,244	Mustang Ridge	\$2,462
Burleson	\$151,779	Nacogdoches	\$205,992
Burnet	\$33,345	Nacogdoches County	\$198,583
Burnet County	\$189,829	Naples	\$4,224
Burton	\$937	Nash	\$7,999
Byers	\$77	Nassau Bay	\$11,247
Bynum	\$380	Natalia	\$625
Cactus	\$4,779	Navarro	\$334
Caddo Mills	\$43	Navarro County	\$103,513
Caldwell	\$18,245	Navasota	\$37,676
Caldwell County	\$86,413	Nazareth	\$124
Calhoun County	\$127,926	Nederland	\$44,585
Callahan County	\$12,894	Needville	\$10,341
Callisburg	\$101	Nevada	\$237

Calvert	\$772	New Berlin	\$4
Cameron	\$11,091	New Boston	\$6,953
Cameron County	\$537,026	New Braunfels	\$307,313
Camp County	\$28,851	New Chapel Hill	\$288
Camp Wood	\$422	New Deal	\$338
Campbell	\$1,116	New Fairview	\$2,334
Canadian	\$1,090	New Home	\$9
Caney City	\$2,005	New Hope	\$1,024
Canton	\$56,734	New London	\$4,129
Canyon	\$26,251	New Summerfield	\$442
Carbon	\$620	New Waverly	\$2,562
Carl's Corner	\$48	Newark	\$520
Carmine	\$385	Newcastle	\$914
Carrizo Springs	\$1,671	Newton	\$6,102
Carrollton	\$310,255	Newton County	\$158,006
Carson County	\$29,493	Neylandville	\$163
Carthage	\$18,927	Niederwald	\$16
Cashion Community	\$322	Nixon	\$2,283
Cass County	\$93,155	Nocona	\$16,536
Castle Hills	\$12,780	Nolan County	\$50,262
Castro County	\$4,420	Nolanville	\$4,247
Castroville	\$4,525	Nome	\$391
Cedar Hill	\$70,127	Noonday	\$226
Cedar Park	\$185,567	Nordheim	\$697
Celeste	\$1,280	Normangee	\$6,192
Celina	\$18,283	North Cleveland	\$105
Center	\$58,838	North Richland Hills	\$146,419
Centerville	\$385	Northlake	\$8,905
Chambers County	\$153,188	Novice	\$76
Chandler	\$17,364	Nueces County	\$1,367,932
Channing	\$2	O'Brien	\$76
Charlotte	\$4,257	O'Donnell	\$27
Cherokee County	\$156,612	Oak Grove	\$2,769
Chester	\$1,174	Oak Leaf	\$612
Chico	\$2,928	Oak Point	\$9,011
Childress	\$37,916	Oak Ridge	\$358
Childress County	\$50,582	Oak Ridge North	\$33,512
Chillicothe	\$172	Oak Valley	\$7
China	\$522	Oakwood	\$148
China Grove	\$598	Ochiltree County	\$15,476

Chireno	\$1,568	Odem	\$7,420
Christine	\$354	Odessa	\$559,163
Cibolo	\$13,690	Oglesby	\$29
Cisco	\$7,218	Old River-Winfree	\$21,653
Clarendon	\$114	Oldham County	\$10,318
Clarksville	\$20,891	Olmos Park	\$9,801
Clarksville City	\$54	Olney	\$6,088
Claude	\$26	Olton	\$1,197
Clay County	\$72,050	Omaha	\$4,185
Clear Lake Shores	\$6,682	Onalaska	\$31,654
Cleburne	\$228,184	Opdyke West	\$479
Cleveland	\$96,897	Orange	\$311,339
Clifton	\$9,939	Orange County	\$689,818
Clint	\$375	Orange Grove	\$1,677
Clute	\$51,350	Orchard	\$867
Clyde	\$17,287	Ore City	\$6,806
Coahoma	\$2,291	Overton	\$7,900
Cochran County	\$3,389	Ovilla	\$13,391
Cockrell Hill	\$512	Oyster Creek	\$9,633
Coffee City	\$1,087	Paducah	\$125
Coke County	\$5,522	Paint Rock	\$141
Coldspring	\$447	Palacios	\$14,036
Coleman	\$5,442	Palestine	\$178,009
Coleman County	\$4,164	Palisades	\$240
College Station	\$258,147	Palm Valley	\$1,918
Colleyville	\$46,049	Palmer	\$12,666
Collin County	\$1,266,721	Palmhurst	\$4,660
Collingsworth County	\$19,234	Palmview	\$7,577
Collinsville	\$1,831	Palo Pinto County	\$124,621
Colmesneil	\$2,211	Pampa	\$67,227
Colorado City	\$8,405	Panhandle	\$9,536
Colorado County	\$49,084	Panola County	\$80,699
Columbus	\$6,867	Panorama Village	\$1,292
Comal County	\$396,142	Pantego	\$12,898
Comanche	\$16,503	Paradise	\$52
Comanche County	\$50,964	Paris	\$201,180
Combes	\$1,710	Parker	\$10,307
Combine	\$1,892	Parker County	\$476,254
Commerce	\$33,869	Parmer County	\$15,866
Como	\$415	Pasadena	\$356,536

Concho County	\$3,859	Pattison	\$1,148
Conroe	\$466,671	Patton Village	\$9,268
Converse	\$27,693	Payne Springs	\$1,770
Cooke County	\$200,451	Pearland	\$333,752
Cool	\$731	Pearsall	\$11,570
Coolidge	\$243	Pecan Gap	\$719
Cooper	\$362	Pecan Hill	\$229
Coppell	\$86,593	Pecos	\$7,622
Copper Canyon	\$489	Pecos County	\$46,997
Copperas Cove	\$133,492	Pelican Bay	\$1,199
Corinth	\$75,298	Penelope	\$415
Corpus Christi	\$1,812,707	Penitas	\$312
Corral City	\$143	Perryton	\$23,364
Corrigan	\$21,318	Petersburg	\$1,691
Corsicana	\$87,310	Petrolia	\$17
Coryell County	\$123,659	Petronila	\$5
Cottle County	\$875	Pflugerville	\$86,408
Cottonwood	\$289	Pharr	\$144,721
Cottonwood Shores	\$1,203	Pilot Point	\$11,613
Cotulla	\$1,251	Pine Forest	\$3,894
Coupland	\$266	Pine Island	\$3,141
Cove	\$387	Pinchurst	\$32,671
Covington	\$519	Pineland	\$4,138
Coyote Flats	\$1,472	Pincy Point Village	\$15,738
Crandall	\$12,094	Pittsburg	\$20,526
Crane	\$10,599	Plains	\$129
Crane County	\$26,146	Plainview	\$60,298
Cranfills Gap	\$128	Plano	\$1,151,608
Crawford	\$383	Pleak	\$270
Creedmoor	\$16	Pleasant Valley	\$308
Cresson	\$1,086	Pleasanton	\$29,011
Crockett	\$23,403	Plum Grove	\$258
Crockett County	\$18,210	Point	\$1,519
Crosby County	\$18,388	Point Blank	\$355
Crosbyton	\$1,498	Point Comfort	\$447
Cross Plains	\$4,877	Point Venture	\$588
Cross Roads	\$244	Polk County	\$370,831
Cross Timber	\$542	Ponder	\$1,282
Crowell	\$6,335	Port Aransas	\$31,022
Crowley	\$22,345	Port Arthur	\$367,945

Crystal City	\$19,412	Port Isabel	\$9,802
Cuero	\$24,689	Port Lavaca	\$11,752
Culberson County	\$789	Port Neches	\$38,849
Cumby	\$5,320	Portland	\$76,517
Cuney	\$606	Post	\$2,332
Cushing	\$1,120	Post Oak Bend City	\$1,034
Cut and Shoot	\$2,141	Poteet	\$6,767
DISH	\$19	Poth	\$3,974
Daingerfield	\$12,476	Potter County	\$371,701
Daisetta	\$5,370	Pottsboro	\$12,302
Dalhart	\$11,609	Powell	\$110
Dallam County	\$21,686	Poynor	\$1,180
Dallas County	\$8,538,291	Prairie View	\$7,600
Dallas	\$2,999,902	Premont	\$3,321
Dalworthington Gardens	\$6,060	Presidio	\$148
Danbury	\$4,231	Presidio County	\$787
Darrouzett	\$101	Primera	\$2,958
Dawson	\$600	Princeton	\$19,245
Dawson County	\$46,911	Progreso	\$8,072
Dayton	\$47,122	Progreso Lakes	\$39
Dayton Lakes	\$38	Prosper	\$22,770
De Kalb	\$1,035	Providence Village	\$508
De Leon	\$8,218	Putnam	\$14
De Witt County	\$68,895	Pyote	\$22
DeCordova	\$13,778	Quanah	\$207
DeSoto	\$72,400	Queen City	\$4,837
Deaf Smith County	\$34,532	Quinlan	\$7,304
Dean	\$141	Quintana	\$492
Decatur	\$56,669	Quitaque	\$8
Deer Park	\$49,388	Quitman	\$15,619
Del Rio	\$59,056	Rains County	\$53,190
Dell City	\$15	Ralls	\$3,967
Delta County	\$30,584	Rancho Viejo	\$3,836
Denison	\$210,426	Randall County	\$278,126
Denton	\$458,334	Ranger	\$12,186
Denton County	\$1,132,298	Rankin	\$1,613
Denver City	\$2,104	Ransom Canyon	\$930
Deport	\$42	Ravenna	\$685
Detroit	\$965	Raymondville	\$7,466
Devers	\$191	Reagan County	\$25,215

Devine	\$4,354	Real County	\$5,073
Diboll	\$25,533	Red Lick	\$23
Dickens	\$71	Red Oak	\$26,843
Dickens County	\$1,873	Red River County	\$29,306
Dickinson	\$83,683	Redwater	\$1,058
Dilley	\$2,633	Reeves County	\$103,350
Dimmit County	\$33,294	Refugio	\$8,839
Dimmitt	\$1,012	Refugio County	\$46,216
Dodd City	\$1,211	Reklaw	\$1,136
Dodson	\$447	Reno	\$3,791
Domino	\$196	Reno	\$11,164
Donley County	\$22,370	Retreat	\$52
Donna	\$13,798	Rhame	\$12,285
Dorchester	\$231	Rice	\$1,972
Double Oak	\$4,765	Richardson	\$260,315
Douglassville	\$574	Richland	\$210
Dripping Springs	\$811	Richland Hills	\$24,438
Driscoll	\$39	Richland Springs	\$2,234
Dublin	\$14,478	Richmond	\$77,606
Dumas	\$26,229	Richwood	\$12,112
Duncanville	\$58,328	Riesel	\$1,118
Duval County	\$49,109	Rio Bravo	\$8,548
Eagle Lake	\$4,882	Rio Grande City	\$25,947
Eagle Pass	\$56,005	Rio Hondo	\$3,550
Early	\$14,838	Rio Vista	\$4,419
Earth	\$242	Rising Star	\$1,933
East Bernard	\$5,554	River Oaks	\$11,917
East Mountain	\$2,494	Riverside	\$858
East Tawakoni	\$2,723	Roanoke	\$275
Eastland	\$15,896	Roaring Springs	\$461
Eastland County	\$52,275	Robert Lee	\$85
Easton	\$329	Roberts County	\$547
Ector	\$1,108	Robertson County	\$44,642
Ector County	\$480,000	Robinson	\$18,002
Edcouch	\$4,101	Robstown	\$40,154
Eden	\$497	Roby	\$428
Edgecliff Village	\$2,232	Rochester	\$674
Edgewood	\$13,154	Rockdale	\$20,973
Edinburg	\$120,884	Rockport	\$54,253
Edmonson	\$136	Rocksprings	\$25

Edna	\$18,194	Rockwall	\$114,308
Edom	\$2,149	Rockwall County	\$168,820
Edwards County	\$975	Rocky Mound	\$280
El Campo	\$31,700	Rogers	\$3,818
El Cenizo	\$621	Rollingwood	\$4,754
El Lago	\$5,604	Roma	\$16,629
El Paso	\$1,224,371	Roman Forest	\$8,610
El Paso County	\$2,592,121	Ropesville	\$2,122
Eldorado	\$50	Roscoe	\$778
Electra	\$15,716	Rose City	\$4,012
Elgin	\$26,284	Rose Hill Acres	\$2,311
Elkhart	\$301	Rosebud	\$1,489
Ellis County	\$315,372	Rosenberg	\$126,593
Elmendorf	\$746	Ross	\$147
Elsa	\$7,720	Rosser	\$549
Emhouse	\$83	Rotan	\$1,493
Emory	\$3,878	Round Mountain	\$454
Enchanted Oaks	\$1,299	Round Rock	\$475,992
Encinal	\$1,515	Round Top	\$140
Ennis	\$81,839	Rowlett	\$99,963
Erath County	\$102,616	Roxton	\$47
Escobares	\$40	Royse City	\$23,494
Estelline	\$909	Rule	\$800
Eules	\$92,824	Runaway Bay	\$6,931
Eureka	\$334	Runge	\$255
Eustace	\$2,089	Runnels County	\$33,831
Evant	\$2,068	Rusk	\$17,991
Everman	\$7,692	Rusk County	\$151,390
Fair Oaks Ranch	\$8,077	Sabinal	\$1,811
Fairchilds	\$81	Sabine County	\$46,479
Fairfield	\$1,245	Sachse	\$23,400
Fairview	\$32,245	Sadler	\$925
Falfurrias	\$2,221	Saginaw	\$31,973
Falls City	\$41	Salado	\$3,210
Falls County	\$34,522	San Angelo	\$536,509
Fannin County	\$131,653	San Antonio	\$4,365,416
Farmers Branch	\$94,532	San Augustine	\$25,182
Farmersville	\$10,532	San Augustine County	\$37,854
Farwell	\$343	San Benito	\$40,015
Fate	\$3,473	San Diego	\$11,771

Fayette County	\$92,440	San Elizario	\$7,831
Fayetteville	\$391	San Felipe	\$1,498
Ferris	\$13,873	San Jacinto County	\$197,398
Fisher County	\$5,518	San Juan	\$28,845
Flatonia	\$5,661	San Leanna	\$36
Florence	\$3,949	San Marcos	\$325,688
Floresville	\$21,699	San Patricio	\$4,213
Flower Mound	\$215,256	San Patricio County	\$271,916
Floyd County	\$9,049	San Perlita	\$2,219
Floydada	\$6,357	San Saba	\$10,057
Foard County	\$5,764	San Saba County	\$17,562
Follett	\$212	Sanctuary	\$17
Forest Hill	\$26,132	Sandy Oaks	\$9,863
Forney	\$80,112	Sandy Point	\$1,637
Forsan	\$576	Sanford	\$308
Fort Bend County	\$1,506,719	Sanger	\$22,237
Fort Stockton	\$4,411	Sansom Park	\$223
Fort Worth	\$2,120,790	Santa Anna	\$329
Franklin	\$3,931	Santa Clara	\$87
Franklin County	\$25,783	Santa Fe	\$33,272
Frankston	\$274	Santa Rosa	\$2,138
Fredericksburg	\$56,486	Savoy	\$2,349
Freeport	\$72,973	Schertz	\$60,110
Freer	\$3,271	Schleicher County	\$5,695
Freestone County	\$50,495	Schulenburg	\$2,560
Friendswood	\$140,330	Scotland	\$148
Frio County	\$19,954	Scottsville	\$708
Friona	\$2,848	Scurry	\$1,110
Frisco	\$405,309	Scurry County	\$73,116
Fritch	\$4,548	Scabrook	\$30,270
Frost	\$321	Seadrift	\$991
Fruitvale	\$2,344	Seagoville	\$17,106
Fulshear	\$5,272	Seagraves	\$7,531
Fulton	\$1,602	Sealy	\$20,637
Gaines County	\$54,347	Seguin	\$376,538
Gainesville	\$153,980	Selma	\$22,429
Galena Park	\$13,093	Seminole	\$16,092
Gallatin	\$1,253	Seven Oaks	\$3,917
Galveston	\$488,187	Seven Points	\$7,452
Galveston County	\$1,124,093	Seymour	\$14,218

Ganado	\$5,510	Shackelford County	\$1,288
Garden Ridge	\$11,351	Shady Shores	\$594
Garland	\$420,244	Shallowater	\$1,907
Garrett	\$2,510	Shamrock	\$4,328
Garrison	\$3,555	Shavano Park	\$3,178
Gary City	\$450	Shelby County	\$109,925
Garza County	\$8,944	Shenandoah	\$47,122
Gatesville	\$26,994	Shepherd	\$147
George West	\$6,207	Sherman	\$330,585
Georgetown	\$225,896	Sherman County	\$7,930
Gholson	\$1,505	Shiner	\$4,042
Giddings	\$12,674	Shoreacres	\$958
Gillespie County	\$63,191	Silsbee	\$66,442
Gilmer	\$33,951	Silverton	\$14
Gladewater	\$24,638	Simonton	\$1,906
Glasscock County	\$1,000	Sinton	\$23,658
Glen Rose	\$540	Skellytown	\$400
Glenn Heights	\$16,593	Slaton	\$154
Godley	\$3,115	Smiley	\$655
Goldsmith	\$677	Smith County	\$758,961
Goldthwaite	\$1,225	Smithville	\$17,009
Goliad	\$3,563	Smyer	\$300
Goliad County	\$34,660	Snook	\$1,422
Golinda	\$100	Snyder	\$9,018
Gonzales	\$14,882	Socorro	\$11,125
Gonzales County	\$33,230	Somerset	\$1,527
Goodlow	\$221	Somervell County	\$57,076
Goodrich	\$9,643	Somerville	\$3,806
Gordon	\$365	Sonora	\$7,337
Gorec	\$749	Sour Lake	\$17,856
Gorman	\$3,107	South Houston	\$25,620
Graford	\$23	South Mountain	\$154
Graham	\$235,428	South Padre Island	\$30,629
Granbury	\$71,735	Southlake	\$70,846
Grand Prairie	\$445,439	Southmayd	\$7,096
Grand Saline	\$36,413	Southside Place	\$885
Grandfalls	\$65	Spearman	\$14,000
Grandview	\$6,600	Splendor	\$7,756
Granger	\$2,741	Spofford	\$7
Granite Shoals	\$11,834	Spring Valley Village	\$16,404

Granjeno	\$43	Springlake	\$3
Grapeland	\$7,287	Springtown	\$14,244
Grapevine	\$129,195	Spur	\$427
Gray County	\$65,884	St. Hedwig	\$111
Grays Prairie	\$17	St. Jo	\$7,360
Grayson County	\$539,083	St. Paul	\$21
Greenville	\$203,112	Stafford	\$75,145
Gregg County	\$243,744	Stagecoach	\$3,036
Gregory	\$4,697	Stamford	\$398
Grey Forest	\$474	Stanton	\$3,838
Grimes County	\$94,878	Staples	\$19
Groesbeck	\$5,745	Star Harbor	\$151
Groom	\$965	Starr County	\$99,896
Groves	\$40,752	Stephens County	\$35,244
Groveton	\$8,827	Stephenville	\$83,472
Gruver	\$1,166	Sterling City	\$62
Guadalupe County	\$146,824	Sterling County	\$939
Gun Barrel City	\$36,302	Stinnett	\$4,097
Gunter	\$4,609	Stockdale	\$741
Gustine	\$34	Stonewall County	\$1,822
Hackberry	\$94	Stratford	\$8,378
Hale Center	\$6,042	Strawn	\$987
Hale County	\$79,150	Streetman	\$5
Hall County	\$8,933	Sudan	\$32
Hallettsville	\$6,895	Sugar Land	\$321,561
Hallsburg	\$272	Sullivan City	\$6,121
Hallsville	\$10,239	Sulphur Springs	\$124,603
Haltom City	\$71,800	Sun Valley	\$4
Hamilton	\$3,581	Sundown	\$2,592
Hamilton County	\$66,357	Sunnyvale	\$3,248
Hamlin	\$4,656	Sunray	\$2,571
Hansford County	\$16,416	Sunrise Beach Village	\$2,083
Happy	\$327	Sunset Valley	\$9,425
Hardeman County	\$15,219	Surfside Beach	\$6,530
Hardin	\$100	Sutton County	\$6,541
Hardin County	\$379,800	Sweeny	\$4,503
Harker Heights	\$113,681	Sweetwater	\$68,248
Harlingen	\$165,429	Swisher County	\$7,251
Harris County	\$14,966,202	Taft	\$5,861
Harrison County	\$185,910	Tahoka	\$430

Hart	\$86	Talco	\$372
Hartley County	\$786	Talty	\$9,124
Haskell	\$10,829	Tarrant County	\$6,171,159
Haskell County	\$22,011	Tatum	\$972
Haslet	\$1,908	Taylor	\$57,945
Hawk Cove	\$674	Taylor County	\$351,078
Hawkins	\$7,932	Taylor Lake Village	\$412
Hawley	\$931	Taylor Landing	\$153
Hays	\$506	Teague	\$1,714
Hays County	\$529,489	Tehuacana	\$12
Hearne	\$16,824	Temple	\$280,747
Heath	\$28,751	Tenaha	\$4,718
Hebron	\$687	Terrell	\$148,706
Hedley	\$70	Terrell County	\$5,737
Hedwig Village	\$13,067	Terrell Hills	\$9,858
Helotes	\$15,790	Terry County	\$25,423
Hemphill	\$8,035	Texarkana	\$192,094
Hemphill County	\$14,394	Texas City	\$298,702
Hempstead	\$21,240	Texhoma	\$156
Henderson	\$59,966	Texline	\$865
Henderson County	\$327,965	The Colony	\$114,297
Henrietta	\$2,720	The Hills	\$1,004
Hereford	\$20,423	Thompsons	\$1,897
Hewitt	\$19,776	Thorndale	\$1,595
Hickory Creek	\$16,510	Thornton	\$270
Hico	\$5,534	Thorntonville	\$87
Hidalgo	\$26,621	Thrall	\$825
Hidalgo County	\$1,253,103	Three Rivers	\$4,669
Hideaway	\$922	Throckmorton	\$29
Higgins	\$43	Throckmorton County	\$5,695
Highland Haven	\$320	Tiki Island	\$2,178
Highland Park	\$43,383	Timbercreek Canyon	\$369
Highland Village	\$50,315	Timpson	\$12,642
Hill Country Village	\$6,485	Tioga	\$2,390
Hill County	\$127,477	Tira	\$185
Hillcrest	\$5,345	Titus County	\$70,611
Hillsboro	\$46,609	Toco	\$4
Hilshire Village	\$859	Todd Mission	\$1,680
Hitchcock	\$28,796	Tolar	\$2,369
Hockley County	\$46,407	Tom Bean	\$2,293

Holiday Lakes	\$1,795	Tom Green County	\$282,427
Holland	\$77	Tomball	\$34,620
Holliday	\$5,910	Tool	\$14,787
Hollywood Park	\$9,424	Toyah	\$40
Hondo	\$115,288	Travis County	\$4,703,473
Honey Grove	\$7,196	Trent	\$63
Hood County	\$292,105	Trenton	\$3,089
Hooks	\$2,702	Trinidad	\$5,859
Hopkins County	\$149,518	Trinity	\$23,652
Horizon City	\$7,520	Trinity County	\$105,766
Horseshoe Bay	\$48,173	Trophy Club	\$29,370
Houston County	\$78,648	Troup	\$7,918
Houston	\$7,021,793	Troy	\$5,320
Howard County	\$89,330	Tulia	\$8,911
Howardwick	\$84	Turkey	\$737
Howe	\$9,177	Tuscola	\$138
Hubbard	\$3,635	Tye	\$1,766
Hudson	\$6,840	Tyler	\$723,829
Hudson Oaks	\$15,637	Tyler County	\$131,743
Hudspeth County	\$985	Uhland	\$1,545
Hughes Springs	\$4,442	Uncertain	\$185
Humble	\$73,952	Union Grove	\$994
Hunt County	\$309,851	Union Valley	\$666
Hunters Creek Village	\$14,708	Universal City	\$28,428
Huntington	\$8,792	University Park	\$50,833
Huntsville	\$80,373	Upshur County	\$128,300
Hurst	\$99,187	Upton County	\$8,499
Hutchins	\$9,551	Uvalde	\$18,439
Hutchinson County	\$74,630	Uvalde County	\$36,244
Hutto	\$38,346	Val Verde County	\$117,815
Huxley	\$738	Valentine	\$207
Idalou	\$1,999	Valley Mills	\$2,228
Impact	\$8	Valley View	\$1,824
Indian Lake	\$473	Van	\$6,206
Industry	\$604	Van Alstyne	\$43,749
Ingleside on the Bay	\$142	Van Horn	\$211
Ingleside	\$40,487	Van Zandt County	\$248,747
Ingram	\$5,243	Vega	\$974
Iola	\$3,164	Venus	\$9,792
Iowa Colony	\$4,090	Vernon	\$81,337

Iowa Park	\$23,487	Victoria	\$84,598
Iraan	\$56	Victoria County	\$520,886
Iredell	\$216	Vidor	\$95,620
Irion County	\$9,105	Vinton	\$622
Irving	\$427,818	Volente	\$333
Italy	\$5,349	Von Ormy	\$513
Itasca	\$8,694	Waco	\$512,007
Ivanhoe	\$26	Waelder	\$3,427
Jacinto City	\$14,141	Wake Village	\$174
Jack County	\$14,799	Walker County	\$184,624
Jacksboro	\$23,254	Waller County	\$126,206
Jackson County	\$37,984	Waller	\$11,295
Jacksonville	\$80,179	Wallis	\$2,698
Jamaica Beach	\$4,913	Walnut Springs	\$183
Jarrell	\$2,423	Ward County	\$67,920
Jasper	\$78,422	Warren City	\$66
Jasper County	\$248,855	Washington County	\$83,727
Jayton	\$63	Waskom	\$5,346
Jeff Davis County	\$8,500	Watauga	\$33,216
Jefferson	\$11,194	Waxahachie	\$152,094
Jefferson County	\$756,614	Weatherford	\$207,872
Jersey Village	\$36,347	Webb County	\$505,304
Jewett	\$9,338	Webberville	\$1,280
Jim Hogg County	\$12,718	Webster	\$53,202
Jim Wells County	\$166,539	Weimar	\$5,830
Joaquin	\$810	Weinert	\$234
Johnson City	\$3,581	Weir	\$443
Johnson County	\$408,692	Wellington	\$9,111
Jolly	\$26	Wellman	\$383
Jones County	\$22,001	Wells	\$1,357
Jones Creek	\$5,078	Weslaco	\$73,949
Jonestown	\$6,419	West	\$3,522
Josephine	\$881	West Columbia	\$17,958
Joshua	\$20,619	West Lake Hills	\$17,056
Jourdanton	\$9,600	West Orange	\$42,452
Junction	\$4,825	West Tawakoni	\$6,995
Justin	\$8,575	West University Place	\$34,672
Karnes City	\$11,632	Westbrook	\$43
Karnes County	\$35,249	Westlake	\$41,540
Katy	\$52,467	Weston	\$266

Kaufman	\$27,607	Weston Lakes	\$189
Kaufman County	\$353,047	Westover Hills	\$4,509
Keene	\$38,296	Westworth Village	\$7,842
Keller	\$79,189	Wharton	\$31,700
Kemah	\$28,325	Wharton County	\$72,887
Kemp	\$6,419	Wheeler	\$447
Kempner	\$330	Wheeler County	\$26,273
Kendall County	\$100,643	White Deer	\$1,273
Kendleton	\$13	White Oak	\$15,305
Kenedy	\$676	White Settlement	\$23,304
Kenedy County	\$1,000	Whiteface	\$155
Kenefick	\$416	Whitehouse	\$29,017
Kennard	\$132	Whitesboro	\$18,932
Kennedale	\$21,024	Whitewright	\$7,098
Kent County	\$939	Whitney	\$73
Kerens	\$1,924	Wichita County	\$552,371
Kermit	\$5,652	Wichita Falls	\$832,574
Kerr County	\$218,452	Wickett	\$87
Kerrville	\$190,357	Wilbarger County	\$55,124
Kilgore	\$105,583	Willacy County	\$24,581
Killeen	\$535,650	Williamson County	\$1,195,987
Kimble County	\$20,480	Willis	\$24,384
King County	\$1,000	Willow Park	\$26,737
Kingsville	\$20,083	Wills Point	\$43,765
Kinney County	\$2,142	Wilmer	\$426
Kirby	\$8,752	Wilson	\$12
Kirbyville	\$10,690	Wilson County	\$121,034
Kirvin	\$2	Wimberley	\$724
Kleberg County	\$124,109	Windcrest	\$12,908
Knollwood	\$1,160	Windom	\$1,087
Knox City	\$1,962	Windthorst	\$3,385
Knox County	\$11,730	Winfield	\$290
Kosse	\$2,468	Wink	\$120
Kountze	\$19,716	Winkler County	\$61,163
Kress	\$186	Winnsboro	\$28,791
Krugerville	\$1,508	Winona	\$319
Krum	\$9,661	Winters	\$6,229
Kurten	\$686	Wise County	\$289,074
Kyle	\$51,835	Wixon Valley	\$441
La Feria	\$10,381	Wolfe City	\$5,466

La Grange	\$9,623	Wolfforth	\$4,022
La Grulla	\$1,708	Wood County	\$267,048
La Joya	\$8,457	Woodbranch	\$9,617
La Marque	\$98,930	Woodcreek	\$358
La Porte	\$91,532	Woodloch	\$1,012
La Salle County	\$14,975	Woodsboro	\$1,130
La Vernia	\$3,217	Woodson	\$122
La Villa	\$572	Woodville	\$20,340
La Ward	\$321	Woodway	\$25,713
LaCoste	\$159	Wortham	\$376
Lacy-Lakeview	\$11,599	Wylie	\$114,708
Ladonia	\$2,011	Yantis	\$2,072
Lago Vista	\$13,768	Yoakum County	\$34,924
Laguna Vista	\$3,689	Yoakum	\$20,210
Lake Bridgeport	\$232	Yorktown	\$5,447
Lake City	\$2,918	Young County	\$44,120
Lake Dallas	\$25,314	Zapata County	\$56,480
Lake Jackson	\$75,781	Zavala County	\$38,147
Lake Tanglewood	\$613	Zavalla	\$1,088
Lake Worth	\$20,051		

EXHIBIT C

Exhibit C: TX Opioid Council & Health Care Region Allocations plus Administrative Costs
70% of Total (\$700 million)

Health Care Region Allocation*: \$693 million; Administrative Costs: \$7 million

Region	Counties in Health Care Region	Allocation
1	Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, Harrison, Henderson, Hopkins, Houston, Hunt, Lamar, Marion, Morris, Panola, Rains, Red, River, Rusk, Smith, Titus, Trinity, Upshur, Van, Zandt, Wood	\$38,223,336
2	Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler	\$54,149,215
3	Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton	\$120,965,680
4	Aransas, Bee, Brooks, De Witt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria	\$27,047,477
5	Cameron, Hidalgo, Starr, Willacy	\$17,619,875
6	Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Kendall, Kerr, Kinney, La Salle, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala	\$68,228,047
7	Bastrop, Caldwell, Fayette, Hays, Lee, Travis	\$50,489,691
8	Bell, Blanco, Burnet, Lampasas, Llano, Milam, Mills, San Saba, Williamson	\$24,220,521
9	Dallas, Kaufman	\$66,492,094
10	Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise	\$65,538,414
11	Brown, Callahan, Comanche, Eastland, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Palo Pinto, Shackelford, Stephens, Stonewall, Taylor	\$9,509,818
12	Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Floyd, Gaines, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Scurry, Sherman, Swisher, Terry, Wheeler, Yoakum	\$23,498,027
13	Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green	\$5,195,605
14	Andrews, Brewster, Crane, Culberson, Ector, Glasscock, Howard, Jeff Davis, Loving, Martin, Midland, Presidio, Reeves, Upton, Ward, Winkler	\$12,124,354
15	El Paso, Hudspeth	\$17,994,285
16	Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan	\$9,452,018
17	Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington	\$23,042,947
18	Collin, Denton, Grayson, Rockwall	\$39,787,684
19	Archer, Baylor, Clay, Cooke, Foard, Hardeman, Jack, Montague, Throckmorton, Wichita, Wilbarger, Young	\$12,665,268
20	Jim Hogg, Maverick, Webb, Zapata	\$6,755,656
	Administrative Costs	\$7,000,000

* Each Region shall reserve 25% of its allocation for Targeted Funds under the guidelines of Exhibit A.

Karen Farris

From: Bridgette Begle <bridgette.begle@olsonllp.com>
Sent: Tuesday, October 19, 2021 1:20 PM
To: Karen Farris
Cc: David Olson
Subject: Nationwide Opioid Settlement Participation Information
Attachments: Memo to Piney Point Village Re Opioids.docx; Subdivision Participation Form JNJ.pdf; Subdivision Settlement Participation Form Distributors.pdf; Settlement Allocation Term Sheet.pdf; Opioid Resolution.docx

Good afternoon Karen,

I am reaching out regarding the nationwide Opioid Settlement and its implications as it relates to your City. Please see attached memo explaining the basics of the settlement and outlining what your City needs to do to receive the allocated funds. The memo will explain the rest of the documents attached as well as the draft Resolution.

Please do not hesitate to contact our office with questions or concerns.

Regards,

Bridgette A. Begle
Olson & Olson, LLP
2727 Allen Parkway, Suite 600
Houston, Texas 77019
Main: (713) 533-3800
Direct: (713) 533-3962
bridgette.begle@olsonllp.com

*****ATTENTION PUBLIC OFFICIALS*****

A "REPLY ALL" OF THIS EMAIL COULD LEAD TO VIOLATIONS OF THE TEXAS OPEN MEETINGS ACT. PLEASE REPLY ONLY TO SENDER.

IMPORTANT/CONFIDENTIAL: This message from the law firm of Olson & Olson LLP is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient (or authorized to act on behalf of the intended recipient) of this message, you may not disclose, forward, distribute, copy, or use this message or its contents. If you have received this communication in error, please notify us immediately by return e-mail and delete the original message from your e-mail system. Thank you.

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: October 25, 2021

SUBJECT: Discuss and consider possible action on the Public Management Proposal associated with the American Rescue Plan Act, Coronavirus Local Fiscal Recovery Fund.

Agenda Item: 13

**Attachment I
Work Authorization**

For work associated to City of Piney Point Village ARPA-CLFRF Administration, and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed:

Sixty Thousand Dollars and 0/100 (\$60,000.00)

The fees are payable upon receipt of invoice from Consultant in accordance with the following schedule for Administrative Services.

ADMINISTRATIVE SERVICES		
<u>SERVICE</u>	<u>PERCENTAGE</u>	<u>TOTAL FEE</u>
Program Development & Administrative Start-up	7.5%	\$4,500.00
Needs Identification & Recovery Plan	7.5%	\$4,500.00
25% of allocated funds expended	20%	\$12,000.00
50% of allocated funds expended	20%	\$12,000.00
75% of allocated funds expended	20%	\$12,000.00
All allocated funds expended	20%	\$12,000.00
Contract Closeout	5%	\$3,000.00
TOTAL FEE	100%	\$60,000.00

It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the client indicate that personal services were compensated at greater than

PATRICK K. WILTSHIRE
President/CEO

Chief Elected Official

ATTEST:

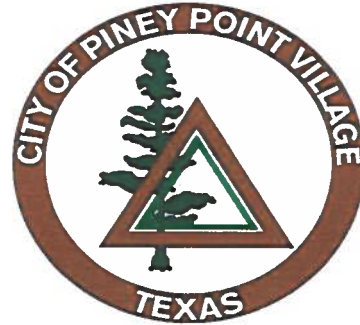
TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: October 25, 2021

SUBJECT: Discuss and consider possible action on amending the Schedule of Fees adopted by Resolution No. 2021.04.26 specifically in regard to fees set for non-residential permit fees.

Agenda Item: 14



City of Piney Point Village Fee Schedule 2021

August 23rd, 2021

Proposed Amendment

City Council 10/25/2021

Fee Schedule		
<u>Non-Residential/ Professional Consulting Services</u>	Proposed Rate	
Rate Per Hour with 1 Hour Minimum	\$125.00	(To Be Determined on 10.25.2021)
<u>Non-Residential/ Inspections</u>	Proposed Rate	
Rate Per Inspection (Initial or Failed)	\$125.00	(To Be Determined on 10.25.2021)
<u>Single Family</u>	Set Fee	
<u>Working Prior to Permitting</u>	Double Fee for Spec Permit Type	
Permit Fee Double	Not to Include Inspections	
<u>Buildings/Additions/Alterations-Remodels</u>	\$1.35 with a Minimum of \$500.00	
Air Conditioned & Non Air Conditioned Space	Square/Foot	
<u>New Construction-Air Conditioned Space</u>	\$1.35 with a Minimum of \$500.00	
(Square Foot of Rooms Remodeled)		
<u>Remodel Interior-Air Conditioned Space</u>	\$1.35 with a Minimum of \$500.00	
(Square Foot of Rooms Remodeled)		
<u>Construction/Remodel Under Roof -Not Air Conditioned Space</u>	\$0.70 with a Minimum of \$500.00	
<u>Swimming Pool</u>		
Square Footage of Pool Water Surface Area	\$1.30 with a Minimum of \$500.00	
<u>Decking/Driveway/Sidewalk/Walkway/Paving</u>	Set Fee (Effective as of 08.23.2021)	
Artificial Turf	\$250.00	
Cedar	\$250.00	
Gravel	\$250.00	
Permeable Pavers	\$250.00	
Stucco	\$500.00	
Asphalt	\$500.00	
Concrete	\$500.00	
Required Inspections: 1+	\$50.00	

Building Fees

<u>New Single Family Home</u>		Set Fee		
Current Cost Per Square Foot		\$1.35 sq/ft		
Required Inspections: 12		\$500.00		
<u>Additions/Alterations/Accessory Buildings</u>		Set Fee		
Current Cost Per Square Foot Air Conditioned Space		\$1.35 sq/ft		
Required Inspections: 2 +		\$100.00		
Min Fee of \$500.00				
<u>Additions/Alterations/Accessory Buildings</u>		Set Fee		
Current Cost Per Square Foot Non Air Conditioned Space		\$1.30 sq/ft		
Required Specified Inspections: 2		\$100.00		
Min Fee of \$500.00				
<u>New Pool/Spa</u>		Set Fee		
Current Cost Per Square Foot		\$1.30 sq/ft		
Required Specified Inspections: 2		\$200.00		
Min Fee of \$500.00				
<u>Pool Remodel Re Tile Re Coping</u>		Set Fee		
Current Cost Per Square Foot (Pool Water Surface Area)		\$1.30 sq/ft		
Required Inspections: 1		\$50.00		
<u>Artificial/Synthetic Turf</u>		Set Fee		
Cost Based Per Square Foot		\$0.50 sq/ft		
Required Inspections: 1		\$50.00		
<u>Tennis/Recreation Sport Courts</u>		Set Fee		
Cost Based Per Square Foot		\$0.50 sq/ft		
Required Inspections: 2		\$100.00		

<u>New House Demolition</u>		Set Fee		
Application Fee		\$300.00		
Required Inspections: 1		\$50.00		
<u>Pool Demolition</u>		Set Fee		
Application Fee		\$150.00		
Required Inspections: 1		\$50.00		
<u>Sign Construction/Sign Replacement (Subdivision)</u>		Set Fee		
Application Fee		\$200.00		
Required Inspections: 1		\$50.00		
<u>New Fence (Cedar/Iron)</u>		Set Fee		
Application Fee		\$125.00		
Required Inspections: 2		\$100.00		
<u>New Solid Fence (Stucco/Stone/Concrete)</u>		Set Fee		
Application Fee		\$200.00		
Required Inspections: 2		\$100.00		
<u>Foundation Repair</u>		Set Fee		
Application Fee		\$125.00		
Required Inspections: 1		\$50.00		
<u>New Roof</u>		Set Fee		
Application Fee		\$165.00		
Required Inspections: 1		\$50.00		
<u>Roof Repair</u>		Set Fee		
Application Fee More than 1,500 Sq. Ft.		\$100.00		
Required Inspections: 1		\$50.00		

<u>Replacement Window & Door Only</u>		Set Fee		
Application Fee		\$165.00		
Required Inspections: 1		\$50.00		
<u>New Generator with Pad</u>		Set Fee		
Application Fee 22KW to 125KW		\$200.00		
Application Fee 150KW and up		\$300.00		
Required Inspections: 2		\$100.00		
<u>New Mailbox</u>		Set Fee		
Application Fee		\$50.00		
Require Inspection: 2		\$100.00		
<u>Temporary Construction Trailers</u>		Set Fee		
Fee Based Per Individual Trailer		\$100.00		
Required Inspections: 2		\$100.00		
<u>Additional Inspections</u>		Set Fee		
Additional Inspections (with a minimum of 1)		\$50.00		

Sub-Contractor Fees

<u>Electrical T-Pole Permit</u>		Set Fee		
Application Fee		\$100.00		
Required Inspections: 1		\$50.00		
<u>New Construction Electrical Permit</u>		Set Fee		
New Single Family Electrical Permit		\$500.00		
Required Inspections: 4		\$400.00		
<u>Electrical Remodel Permit</u>		Set Fee		
Less than 2500 Sq. Ft.		\$300.00		
Required Inspections: 1 +		\$100.00		
2500 to 6000 Sq. Ft.		\$400.00		
Required Inspections: 1 +		\$100.00		
6000 Plus Sq. Ft.		\$500.00		
Required Inspections: 1 +		\$100.00		
<u>Electrical Outdoor Lighting/ Solar Panel (Vehicle Charger)/ Other</u>		Set Fee		
Application Fee		\$100.00		
Required Inspections: 2		\$100.00		
<u>Electrical New Generator</u>		Set Fee		
22 KW to 125 KW		\$200.00		
150 KW and Up		\$500.00		
Required Inspections: 3		\$150.00		
<u>Electrical Reconnect / Replacing Service</u>		Set Fee		
Application Fee		\$100.00		
Required Inspections: 1 +		\$50.00		
<u>Electrical Pool</u>		Set Fee		
Application Fee		\$100.00		
Required Inspections: 2		\$100.00		

<u>New Construction Mechanical</u>		Set Fee		
Application Fee		\$0.00		
Per Each New Unit (AC & Heating)		\$100.00 Per Unit		
Required Inspections: 5		\$250.00		
<u>New Mechanical/Additions</u>		Set Fee		
Application Fee		\$0.00		
Per New Unit (AC & Heating)		\$50.00 Per Unit		
Required Inspections: 2		\$100.00		
<u>Mechanical Change Out/Replacement -Heat & Cold</u>		Set Fee		
Application Fee		\$0.00		
Per Replacement of (AC & Heating) Units		\$50.00 Per Unit		
Required Inspections: 1		\$50.00		
<u>Mechanical Change Out/Replacement Misc Equipment Only</u>		Set Fee		
Coils/Fans/Duct Work (Any Replacement Part) Misc;		\$100.00		
Required Inspections: 1		\$50.00		
<u>Mechanical Wine Room/ Mini Split System Only</u>		Set Fee		
Application Fee		\$150.00		
Required Inspections: 2		\$100.00		
<u>Fire Sprinkler/New/Renovation/Alarms</u>		Set Fee		
Application Fee		\$100.00		
Required Inspections: 2		\$100.00		
<u>Irrigation</u>		Set Fee		
Application Fee		\$150.00		
Required Inspections: 2		\$100.00		
<u>Irrigation Repair</u>		Set Fee		
Application Fee (No Fee)		\$0.00		
Replacement Heads/Re-Locate				

<u>New Construction Plumbing</u>		Set Fee		
Application Fee		\$500.00		
Required Inspections: 4		\$350.00		
<u>Plumbing Remodel/Additions</u>		Set Fee		
Less than 2500 Sq. Ft.		\$200.00		
Required Inspections: 1 +		\$50.00		
2500 to 6000 Sq. Ft.		\$300.00		
Required Inspections: 1 +		\$50.00		
6000 Plus Sq. Ft.		\$400.00		
Required Inspections: 1 +		\$50.00		
<u>Plumbing Water Heater Only Replacement</u>		Set Fee		
Application Fee		\$75.00		
Required Inspections: 1		\$50.00		
Add \$10.00 for each Additional Heater		\$10.00		
<u>Pool Plumbing</u>		Set Fee		
Application Fee P-Trap/Gas/Vac Breaker		\$100.00		
Required Inspections: 1 +		\$50.00		
<u>Plumbing Sewer Disconnect</u>		Set Fee		
Application Fee		\$150.00		
Required Inspections: 1		\$50.00		
<u>Water and Sewer Repair/ Replacement (Only)</u>		Set Fee		
Application Fee		\$150.00		
Required Inspections: 1		\$50.00		
<u>Plumbing Gas Only</u>		Set Fee		
Annual Test, Generator, House, Pool		\$100.00		
Required Inspections: 1		\$50.00		

Drainage Fees

<u>New Construction Drainage</u>		Set Fee			
Application Fee		\$1,500.00			
Required Inspections: 4		\$200.00			
<u>New Construction Expedited Drainage Fee Per Ordin;</u>		Set Fee			
Application Fee		\$1,600.00			
<u>Drainage Revision Only</u>		Set Fee			
Application Fee		\$500.00			
<u>Final As-Built Topographical Survey Review & Closing</u>		Set Fee			
Application Fee		\$500.00			
<u>New Swimming Pool Drainage</u>		Set Fee			
Application Fee		\$500.00			
Required Inspections: 3		\$150.00			
<u>Pool Drainage Revision</u>		Set Fee			
Application Fee		\$500.00			
<u>Culverts/Ditches/Streets/Drainage Other</u>		Set Fee			
Application Fee		\$500.00			
Required Inspections: 2		\$100.00			

Tree Fees

<u>Tree Disposition Demo Only</u>		Set Fee			
Application Fee		\$100.00			
Required Inspections: 1		\$50.00			
<u>Tree Disposition New Construction</u>		Set Fee			
Application Fee		\$200.00			
Required Inspections: 3		\$150.00			
<u>Tree Disposition Construction (Revision)</u>		Set Fee			
Add An Additional Tree Removal		\$100.00			
Due to Damage or Plan Revision		\$50.00			
Required Inspections: 1 +		\$50.00			
<u>Tree Disposition Alterations/Remodels/ Pools</u>		Set Fee			
Permit Fee		\$100.00			
Required Inspections: 1 +		\$50.00			
<u>Tree Disposition Pool Demo</u>		Set Fee			
Application Fee		\$100.00			
Required Inspections: 1		\$50.00			
<u>Tree Removal Per Tree</u>		Set Fee			
Healthy		\$200.00			
Dead /Diseased/Pine Bark Beetles		\$0.00			
Required Inspections: 1		\$0.00			

Board of Adjustment & Planning & Zoning Commission Fees

<u>Planning & Zoning Commission Plat Fees</u>		Set Fee		
Application Fee per lot as shown on final plat		\$1,750.00		
<u>Planning & Zoning Commission Application Fee (No Plat)</u>		Set Fee		
Specific Use Application Fee		\$1,000.00		
To Amend/Add to the Specific Use Permit within the Same Calendar Year		\$500.00		
<u>Board of Adjustment Fee</u>		Set Fee		
Application Set Fee		\$250.00		
<u>(Non-Residential) Professional Service Consulting Fee</u>		Set Fee		
Per hour with a minimum of 1 hour		\$200.00		

Other Fees

<u>Contractor Registration</u>		Set Fee			
Yearly Amount		\$60.00			
No fee for Plumbing, Electrical & Fire Sprinkler Contractors					
<u>Gas Meter Deposit</u>		Set Fee			
Deposit Amount		\$2,000.00			
<u>Inspector Fee</u>		Set Fee			
Rate Per Inspection		\$45.00			
<u>Re-Inspection Fees</u>		Set Fee			
Per Failed Inspection		\$50.00			
<u>Right-Of-Way</u>		Set Fee			
Permit Fee		\$0.00			
<u>Return Check (NSF)FEE</u>		Set Fee			
NSF Fee		\$35.00			
<u>Plan Revision Fee</u>		Set Fee			
No Square Footage Change Min Plan Revision Fee		\$150.00			
<u>Solicitors Permit</u>		Set Fee			
Application Fee (Per Applicant/Per Ordinance)		\$150.00			
<u>Temporary Certificate of Occupancy</u>		Set Fee			
Deposit Amount Per Ordinance		\$25,000.00			

Renewal Fees

Renewal Fees							
<u>New Construction Re-New Fee</u>							
		Set Fee					
Re-New Fee 12 Months		\$150.00					
Re-New Fee 16 Months		\$250.00					
Re-New Fee 20 Months		\$500.00					
		Set Fee					
After 30 Months		\$1,000.00					
Extension for 6 Months and every 6 months after that.							
No Work for More Than 180 Calendar Days A Building Permit Shall Be Revoked.							

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: October 25, 2021

SUBJECT: Consider and take possible action to approve Piney Point Circle ROW Agreement.

Agenda Item: 15

**AGREEMENT FOR ACCEPTANCE OF RIGHT-OF-WAY AND
ASSOCIATED IMPROVEMENTS ALONG PINEY POINT CIRCLE**

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

This Agreement executed as of the ____ day of _____, 2021 between the City of Piney Point Village, Texas, (the “City”), and the owners of residential lots on Piney Point Circle, specifically Russell A. and Ellen Q. Camp (“Owner Lot 1”), Robert M. and Julie T. Shuford (“Owner Lot 2”), George C. Ballas Jr., and Sharon K. Ballas (“Owner Lot 3”), Curtis F. and Elizabeth J. Harrell (“Owner Lot 4”), Marc. S. and Ana Lee Jacobs (“Owner Lot 5”), Austin J. Blanchard (“Owner Lot 6”), Frank M. Wozencraft, Jr. and Elizabeth H. Wozencraft (“Owner Lot 7”), Allen Almassi and Fariba Tabatabaeian (“Owner Lot 8”), Gary L. Wolf (“Owner Lot 9”), and the Chin Living Trust through B. K. and Nancy Chin, as its authorized representatives (“Owner Lot 10”); collectively referred to as the “Owners.”

WHEREAS, the Owners desire to have the City accept the right-of-way (“ROW”) along Piney Point Circle and the associated street and drainage improvements, as further identified and described by survey and metes and bounds description in Exhibit “A” attached hereto and made a part of this Agreement hereof;

WHEREAS, the City and the Owners have identified that the ROW is currently owned by unknown heirs of the original developer of Piney Point Circle (originally called Berry’s Private Road);

WHEREAS, the City has agreed to exercise its power of eminent domain to acquire the ROW and accept Piney Point Circle, as well as the associated street and drainage improvements, as City right-of-way, under the condition that the Owners agree to waive any and all property interest that could be asserted in the ownership of the ROW;

WHEREAS, the Owners understand that as an additional condition of the City’s acceptance of the ROW, the City will accept the ROW as City right-of-way and maintain and improve said ROW in a manner consistent with other City streets and associated drainage located within the City; provided, however, the City has no obligation to make any improvements to the ROW currently or in the future;

WHEREAS, the City is willing to accept the ROW as City right-of-way under the terms and conditions of this Agreement; and

NOW THEREFORE, for and in consideration of the premises and mutual obligations, covenants, and benefits hereinafter set forth, the Parties agree as follows:

TERMS

Section 1. Recitals.

The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

Section 2. Term and Termination

- A. This Agreement is effective as of the date that it has been approved and executed by all Parties (the “Effective Date”) and shall remain in full force and effect until the City completes the eminent domain process and takes possession of the ROW (“Term”).
- B. This Agreement may be terminated at any time by mutual written consent of the Parties.

Section 3. Responsibilities of the Parties

A. City’s Responsibilities:

- (i) The City will cause the completion of all necessary engineering and legal work to complete the eminent domain process and take possession of the ROW.
- (ii) The City will accept the ROW as City right-of-way and maintain and improve said ROW in a manner consistent with other City streets and associated drainage located within the City; provided, however, the City has no obligation to make any improvements to the ROW currently or in the future.

B. Owners’ Responsibilities:

- (i) The Owners shall allow the City to complete the eminent domain process and take possession of the ROW, without asserting a property interest in said ROW now or in the future.
- (ii) The Owners acknowledge that the City will accept the ROW as City right-of-way and maintain and improve said ROW in a manner consistent with other City streets and associated drainage located within the City; provided, however, the City has no obligation to make any improvements to the ROW currently or in the future.

Section 4. Limitation of Appropriation

Owners understand and agree, said understanding and agreement being of the absolute essence of this Agreement, that the City is not appropriating any funds for improvements in the ROW.

Section 5. Owners' Obligations Run with the Land

Owners understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the obligations of the Owners in this Agreement run with the land and shall bind any subsequent Owner of any Lot on Piney Point Circle. The Owners are responsible to ensure that any transfer of title of a Lot during the term of this Agreement contain notice of the terms and obligations of this Agreement. Prior to the transfer of title of any Lot, the Owner is responsible for causing the assignment of this Agreement to the purchaser of the Lot, as provided for in Section 6.A. of this Agreement.

Section 6. Miscellaneous

- A. Non-Assignability. The Parties shall not make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Party

- B. Notice. Any notice required to be given under this Agreement ("Notice") shall be in writing and shall be duly served when it shall have been personally delivered to the address below, deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to City or Owner at the following addresses:

City: City of Piney Point Village
Attn: Mayor
7676 Woodway, Suite 300
Houston, Texas 77063

Owner: Owner [identified in preamble of this Agreement]
[address of Lot at issue] Piney Point Circle
Houston, Texas 77024

Any Notice given hereunder is deemed given upon hand delivery or three (3) days after the date of deposit in the United States Mail.

Each Party shall have the right to change its respective address by giving at least fifteen (15) days' written notice of such change to the other Party.

Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

- C. Waiver of Breach. A waiver by either Party of a breach or violation of any provision of the Agreement shall not be deemed or construed to be a waiver of any subsequent breach.
- D. No Personal Liability; No Waiver of Immunity.
- (i) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of City.
 - (ii) The Parties agree that no provision of this Agreement extends the City's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
 - (iii) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the City of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.
- E. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.
- F. Entire Agreement; Modifications. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by both Parties.
- G. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.
- H. Survival of Terms. The provisions of this Agreement are intended to survive the expiration or earlier termination of this Agreement.
- I. Multiple Counterparts/Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

CITY OF PINEY POINT VILLAGE
7676 Woodway, Suite 300
Houston, Texas 77063

Mark Kobelan, Mayor

ATTEST:

Karen Farris, City Secretary

OWNER LOT 1:

Russell A. and Ellen Q. Camp
[226 Piney Point Road]

OWNER LOT 2:

Robert M. and Julie T. Shuford
[11326 Piney Point Circle]

OWNER LOT 3:

George C. Ballas Jr., and Sharon K. Ballas
[11318 Piney Point Circle]

OWNER LOT 4:

Curtis F. and Elizabeth J. Harrell
[11310 Piney Point Circle]

OWNER LOT 5:

Marc. S. and Ana Lee Jacobs
[11302 Piney Point Circle]

OWNER LOT 6:

Austin J. Blanchard
[11303 Piney Point Circle]

OWNER LOT 7:

Frank M. and Elizabeth H. Wozencraft
[11311 Piney Point Circle]

OWNER LOT 8:

Allen Almassi and Fariba Tabatabaeian
[11319 Piney Point Circle]

OWNER LOT 9:

Gary L. Wolf
[11327 Piney Point Circle]

OWNER LOT 10:

B. K. Chin and Nancy Chin,
on behalf of Chin Trust
[11335 Piney Point Circle]

EXHIBIT "A"

Survey and Metes and Bounds Description

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: October 25, 2021

SUBJECT: Consider and take possible action to approve the ROW Agreement with Mr. and Mrs. Harrell for additional ROW needed on Piney Point Circle.

Agenda Item: 16

**AGREEMENT FOR DEDICATION OF RIGHT-OF-WAY
EASEMENT ON PINEY POINT CIRCLE**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement executed as of the ____ day of _____, 2021 between the City of Piney Point Village, Texas, (the “City”), and Curtis F. and Elizabeth J. Harrell (“Owner Lot 4”) at 11310 Piney Point Circle.

WHEREAS the owners of residential lots on Piney Point Circle desire to have the City accept the right-of-way (“ROW”) along Piney Point Circle and the associated street and drainage improvements, as further identified and described by survey and metes and bounds description in Exhibit “A” attached hereto and made a part of this Agreement hereof;

WHEREAS, the City has identified additional right-of-way (“Additional ROW”), as further identified in Exhibit “B” attached hereto and made a part of this Agreement hereof, on the property of Owner Lot 4 that will be required as part of the acceptance of the ROW by the City;

WHEREAS, the Owner Lot 4 agrees to donate and dedicate the Additional ROW after the City has completed the process of eminent domain and accepted the ROW;

WHEREAS, the City is willing to accept the dedication of the Additional ROW as City right-of-way under the terms and conditions of this Agreement; and

NOW THEREFORE, for and in consideration of the premises and mutual obligations, covenants, and benefits hereinafter set forth, the Parties agree as follows:

TERMS

Section 1. Recitals.

The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

Section 2. Term and Termination

- A. This Agreement is effective as of the date that it has been approved and executed by all Parties (the “Effective Date”) and shall remain in full force and effect until the City accepts the Additional ROW (“Term”).

- B. This Agreement may be terminated at any time by mutual written consent of the Parties.

Section 3. Responsibilities of the Parties

A. City's Responsibilities:

- (i) The City will cause the completion of all necessary engineering and legal work to draft the easement document for the dedication of the Additional ROW, such easement to be substantially in the same form as the Dedication of Easement ("Easement") provided for in Exhibit "C" attached hereto and made a part of this Agreement hereof.
- (ii) After the completion of the eminent domain process and acceptance of the ROW, the City will accept the Additional ROW as City right-of-way and maintain and improve said Additional ROW in a manner consistent with other City streets and associated drainage located within the City; provided, however, the City has no obligation to make any improvements to the Additional ROW currently or in the future.

B. Owners' Responsibilities:

- (i) The Owner Lot 4 shall execute the Easement and provide the City with the executed Easement after the City completes the eminent domain process and takes possession of the ROW, without asserting a property interest in the Additional ROW now or in the future.
- (ii) The Owner Lot 4 acknowledges that the City will accept the Additional ROW as City right-of-way and maintain and improve said Additional ROW in a manner consistent with other City streets and associated drainage located within the City; provided, however, the City has no obligation to make any improvements to the Additional ROW currently or in the future.

Section 4. Limitation of Appropriation

Owners understand and agree, said understanding and agreement being of the absolute essence of this Agreement, that the City is not appropriating any funds for improvements in the Additional ROW.

Section 5. Owners' Obligations Run with the Land

Owners understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the obligations of the Owners in this Agreement run with the land and shall bind any subsequent owner of Lot 4 on Piney Point Circle. Owner Lot 4 is responsible to ensure that any transfer of title of Lot 4 during the term of

this Agreement contain notice of the terms and obligations of this Agreement. Prior to the transfer of title of Lot 4, Owner Lot 4 is responsible for causing the assignment of this Agreement to the purchaser of Lot 4, as provided for in Section 6.A. of this Agreement.

Section 6. Miscellaneous

- A. Non-Assignability. The Parties shall not make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Party
- B. Notice. Any notice required to be given under this Agreement (“Notice”) shall be in writing and shall be duly served when it shall have been personally delivered to the address below, deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to City or Owner Lot 4 at the following addresses:

City: City of Piney Point Village
Attn: Mayor
7676 Woodway, Suite 300
Houston, Texas 77063

Owner Lot 4: Curtis F. and Elizabeth J. Harrell
11310 Piney Point Circle
Houston, Texas 77024

Any Notice given hereunder is deemed given upon hand delivery or three (3) days after the date of deposit in the United States Mail.

Each Party shall have the right to change its respective address by giving at least fifteen (15) days’ written notice of such change to the other Party.

Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

- C. Waiver of Breach. A waiver by either Party of a breach or violation of any provision of the Agreement shall not be deemed or construed to be a waiver of any subsequent breach.
- D. No Personal Liability; No Waiver of Immunity.
- (i) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of City.
 - (ii) The Parties agree that no provision of this Agreement extends the City’s liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

- (iii) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the City of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.
- E. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.
- F. Entire Agreement; Modifications. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by both Parties.
- G. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.
- H. Survival of Terms. The provisions of this Agreement are intended to survive the expiration or earlier termination of this Agreement.
- I. Multiple Counterparts/Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

[EXECUTION PAGE TO FOLLOW]

CITY OF PINEY POINT VILLAGE
7676 Woodway, Suite 300
Houston, Texas 77063

Mark Kobelan, Mayor

ATTEST:

Karen Farris, City Secretary

OWNER LOT 4:

Curtis F. and Elizabeth J. Harrell
[11310 Piney Point Circle]

EXHIBIT "A"

Survey and Metes and Bounds Description for ROW

EXHIBIT "B"

Survey and Metes and Bounds Description for Additional ROW

EXHIBIT "C"

Form Dedication of Easement

DEDICATION OF EASEMENT

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

That John Maisel, hereinafter referred to as “Grantor,” for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration paid to Grantor by The City of Bunker Hill Village, Texas, hereinafter called “Grantee,” the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does hereby GRANT, SELL, and CONVEY unto the Grantee, its successors, assigns, and legal representatives, a perpetual easement for public utility purposes, including the right to construct, operate, maintain, inspect, replace, and remove said public utilities along, across, over, and under that certain tract or parcel of land in Harris County, Texas, described by metes and bounds in Exhibit “A” attached hereto and incorporated herein by this reference for all purposes.

The Grantee may do and perform all acts necessary to construct, operate, maintain, inspect, replace, and remove said public utilities along, across, over, and under said easement, and operate thereon all necessary machinery and equipment, and Grantee shall have the right to cut, trim, and remove trees, brush, or shrubbery, or weeds, or to remove improvements, which may encroach upon, burden, or interfere with the easement herein granted. Grantor shall bear all physical and financial burdens of removing and replacing any improvements located in the easement granted herein. Grantor retains, reserves, and shall continue to enjoy the use of the easement area for any and all purposes, which do not interfere with or prevent the use by Grantee of the easement,

rights, and privileges granted herein, subject to all applicable laws and regulations of the State of Texas or its political subdivisions, including Grantee.

The easement and the rights and privileges herein granted shall be perpetual and exclusive, and Grantor covenants that Grantor will not convey any other easement, or any other right, within or conflicting with the area of the easement herein granted. This instrument shall be binding upon the successors, assigns, legal representatives, heirs, executors, and administrators of both the Grantor and the Grantee.

TO HAVE AND TO HOLD the above described easement unto the said Grantee, its successors, assigns, and legal representatives. Grantor hereby binds Grantor and Grantor’s heirs, executors, administrators, successors, and assigns to Grantee and its successors, assigns, and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this ___ day of _____, 2018.

GRANTOR:

John Maisel

ADDRESS OF GRANTEE:

The City of Bunker Hill Village, Texas
11977 Memorial Drive
Houston, Texas 77024

Attachments: Exhibit “A” –Metes and Bounds

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §

COUNTY OF HARRIS

§

BEFORE ME, the undersigned authority, on this day personally appeared, John Maisel known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of _____, 2018.

(SEAL)
Texas

Notary Public In and For the State of

My Commission Expires:

Please return to:
Loren B. Smith
Olson & Olson, L.L.P.
2727 Allen Parkway, Suite 600
Houston, Texas 77019

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: October 25, 2021

SUBJECT: Consider and take action to approve Resolution No. 2021.10.25A
authorizing eminent domain for Piney Point Circle.

Agenda Item: 17

RESOLUTION NO. 2021.10.25A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINEY POINT, TEXAS, DETERMINING THAT A ROADWAY RIGHT-OF-WAY CONTAINING APPROXIMATELY 1.234 ACRES OF LAND, IS NEEDED TO BE ACQUIRED FROM JOHN I. HENDERSON, TRUSTEE, FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A PUBLIC ROAD FOR THE CITY OF PINEY POINT, TEXAS; AND AUTHORIZING THE INSTITUTION OF EMINENT DOMAIN PROCEEDINGS.

* * * * *

WHEREAS, the City Council of the City of Piney Point now finds and determines that public convenience and necessity requires the City of Piney Point to acquire a roadway right-of-way over and across tracts of land containing approximately 1.234 acres, for the construction, operation, and maintenance of a public road and other public infrastructure in the City of Piney Point, Texas, a more specific description of said 1.234 acre roadway right of way tract is attached hereto as Exhibit "A" and made a part hereof (herein after the "Land"); and

WHEREAS, the City of Piney Point, through its duly authorized representatives, has negotiated with the owners of the Land for the purchase of same for the purpose stated herein and has been unable to agree with such owners as to the fair cash market value thereof and damages, if any; and

WHEREAS, the City Council of the City of Piney Point has authorized the City Administrator or his designee to make an offer to the owners of the Land for the purchase of same based upon its appraised value, and such offer has been made and the owner has refused to accept such final offer; now therefore,

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

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

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

Section 3. The City Council hereby finds and determines that a public use and necessity exists for the City of Piney Point to construct, operate, and maintain a public road and other public infrastructure purposes, and to acquire the necessary property rights in the 1.234 acre tract of land, deemed necessary for the acquisition of the roadway right-of-way as allowed by law, together with all necessary appurtenances, additions and improvements on, over, under, and through those certain lots, tracts or parcels of land.

Section 4. The final offer heretofore made to the owner for the purchase of the Land is in all things hereby ratified and confirmed.

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

PASSED, APPROVED, AND RESOLVED this ____ day of _____, 2021.

Mark Kobelan
Mayor

ATTEST:

Karen Farris
City Secretary

APPROVED AS TO FORM:

David Olson
City Attorney

Exhibit A

1.234 Acres
(53,768 Sq. Ft.)

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

STATE OF TEXAS
COUNTY OF HARRIS

1.234 Acre Tract

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

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

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

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

MBCO Engineering, LLC.

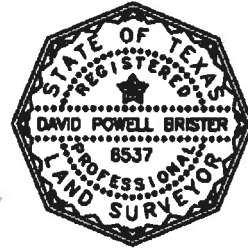
1505 Highway 6 South, Suite 180 | Houston, TX 77077 | 281.760.1656 | TBPE # F-16850 | TBPLS # 10194112

1.234 Acres
(53,768 Sq. Ft.)

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

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

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




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

MBCO Engineering, LLC.

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

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: October 25, 2021

SUBJECT: Discuss and consider possible action on the Mayor's Monthly Report.

Agenda Item: 18

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: October 25, 2021

SUBJECT: Discuss and consider possible action on the City Administrator's Monthly Report.

Agenda Item: 19



Piney Point Village TEXAS

Revenue & Expense Report (unaudited)
As of: September 30, 2021

10 -GENERAL FUND FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	75% OF FISCAL YEAR % OF BUDGET YEAR TO DATE	BUDGET BALANCE
REVENUE SUMMARY					
TOTAL REVENUES	\$ 6,868,910.00	\$ 91,572.80	\$ 7,276,148.10	105.93	\$ (407,238.10)
EXPENDITURE SUMMARY					
PUBLIC SERVICE	\$ 4,056,357.00	\$ 336,435.99	\$ 3,229,952.76	79.63	\$ 826,404.24
CONTRACT SERVICES	\$ 453,000.00	\$ 40,279.99	\$ 403,456.51	89.06	\$ 49,543.49
BUILDING	\$ 239,500.00	\$ 28,614.48	\$ 221,873.30	92.64	\$ 17,626.70
GENERAL GOVERNMENT	\$ 963,200.00	\$ 75,457.64	\$ 799,862.98	83.04	\$ 163,337.02
☐ TOTAL MUNICIPAL COURT	\$ 30,000.00	\$ 2,026.32	\$ 39,927.71	133.09	\$ (9,927.71)
PUBLIC WORKS MAINTENANCE	\$ 383,500.00	\$ 7,975.97	\$ 289,366.87	75.45	\$ 94,133.13
CAPITAL OUTLAYS	\$ 1,920,896.00	\$ 13,175.79	\$ 1,511,932.34	78.71	\$ 408,963.66
TOTAL EXPENDITURES	\$ 8,046,453.00	\$ 503,966.18	\$ 6,496,372.47	0.79	\$ 1,550,080.53
REVENUES OVER/(UNDER) EXPENDITURES	\$ (1,177,543.00)	\$ (412,393.38)	\$ 779,775.63		
☐					



Piney Point Village TEXAS

Revenue & Expense Report (unaudited)
As of: September 30, 2021

10 -GENERAL FUND FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	75% OF FISCAL YEAR % OF BUDGET	BUDGET BALANCE
				YEAR TO DATE	
REVENUE SUMMARY					
TAXES	\$ 5,787,210.00	\$ 23,327.85	\$ 6,004,537.92	103.76	\$ (217,327.92)
PERMITS & INSPECTIONS	357,000.00	42,020.15	412,956.96	115.67	(55,956.96)
COURT	100,000.00	3,366.87	43,856.07	43.86	56,143.93
INVESTMENT INCOME	50,000.00	57.30	1,131.13	2.26	48,868.87
AGENCIES & ALARMS	30,000.00	100.00	2,750.00	9.17	27,250.00
FRANCHISE REVENUE	408,200.00	22,700.63	268,480.86	65.77	139,719.14
DONATIONS & IN LIEU	136,500.00	\$ -	542,435.16	397.39	(405,935.16)
TOTAL REVENUES	\$ 6,868,910.00	\$ 91,572.80	\$ 7,276,148.10	105.93	\$ (407,238.10)

EXPENDITURE SUMMARY

PUBLIC SERVICE

COMMUNITY	\$ 5,000.00	\$ -	\$ -	-	\$ 5,000.00
POLICE	2,036,481.00	169,248.00	1,697,985.00	83.38	338,496.00
MISCELLANEOUS	-	-	12,167.50	-	(12,167.50)
SANITATION COLLECTION	536,500.00	44,119.95	352,959.60	65.79	183,540.40
LIBRARY	1,500.00	-	-	-	1,500.00
STREET LIGHTING	15,000.00	1,245.04	9,522.17	63.48	5,477.83
FIRE	1,461,876.00	121,823.00	1,157,318.49	79.17	304,557.51
TOTAL PUBLIC SERVICE	\$ 4,056,357.00	\$ 336,435.99	\$ 3,229,952.76	79.63	\$ 826,404.24

CONTRACT SERVICES

CONTRACT SERVICES	\$ 453,000.00	\$ 40,279.99	\$ 403,456.51	89.06	\$ 49,543.49
TOTAL CONTRACT SERVICES	\$ 453,000.00	\$ 40,279.99	\$ 403,456.51	89.06	\$ 49,543.49

BUILDING

CONTRACT SERVICES	\$ -	\$ 4,701.29	\$ 12,280.08	-	\$ (12,280.08)
BUILDING SERVICES	239,500.00	23,866.71	199,869.19	83.45	39,630.81
ADMIN EXPENSE	-	-	390.00	-	(390.00)
OFFICE EXPENSE	-	46.48	1,972.38	-	(1,972.38)
WAGES & BENEFITS	-	-	-	-	-
INSURANCE	-	-	7,361.65	-	(7,361.65)
TOTAL BUILDING	\$ 239,500.00	\$ 28,614.48	\$ 221,873.30	92.64	\$ 17,626.70

GENERAL GOVERNMENT

CONTRACT SERVICES	\$ -	\$ 3,369.39	\$ 20,218.15	-	\$ (20,218.15)
ADMIN EXPENSE	39,200.00	3,777.45	26,394.87	67.33	12,805.13
OFFICE EXPENSE	172,500.00	12,711.90	120,131.76	69.64	52,368.24
WAGES & BENEFITS	628,000.00	55,598.90	596,490.72	94.98	31,509.28
INSURANCE	123,500.00	-	25,847.06	20.93	97,652.94
INTERGOVERNMENTAL	-	-	10,780.42	-	(10,780.42)
TOTAL GENERAL GOVERNMENT	\$ 963,200.00	\$ 75,457.64	\$ 799,862.98	83.04	\$ 163,337.02

MUNICIPAL COURT

CONTRACT SERVICES	\$	-	\$	-	\$	-	-	\$	-
ADMIN EXPENSE		-		-		334.83	-		(334.83)
OFFICE EXPENSE		-		-		1,229.74	-		(1,229.74)
WAGES & BENEFITS		-		-		-	-		-
INSURANCE		-		-		12,113.18	-		(12,113.18)
COURT OPERATIONS		30,000.00		2,026.32		26,249.96	87.5		3,750.04
TOTAL MUNICIPAL COURT	\$	30,000.00	\$	2,026.32	\$	39,927.71	133.09	\$	(9,927.71)

PUBLIC WORKS MAINTENANCE

CONTRACT SERVICES	\$	-	\$	-	\$	-	-		-
ADMIN EXPENSE		-		-		3,008.50	-		(3,008.50)
OFFICE EXPENSE		-		-		239.77	-		(239.77)
WAGES & BENEFITS		-		-		-	-		-
INSURANCE		-		-		21,347.64	-		(21,347.64)
PUBLIC WORKS OPERATIONS		383,500.00		7,975.97		264,770.96	69.04		118,729.04
TOTAL PUBLIC WORKS MAINTENANCE	\$	383,500.00	\$	7,975.97	\$	289,366.87	75.45	\$	94,133.13

GOF CAPITAL OUTLAYS

OTHER EXPENSES	\$	337,304.00	\$	-	\$	355,160.21	105.29	\$	(17,856.21)
OTHER EXPENSES		1,583,592.00		13,175.79		1,156,772.13	73.05		426,819.87
TOTAL GOF CAPITAL OUTLAYS	\$	1,920,896.00	\$	13,175.79	\$	1,511,932.34	78.71	\$	408,963.66

TOTAL EXPENDITURES

TOTAL EXPENDITURES	\$	8,046,453.00	\$	503,966.18	\$	6,496,372.47	0.79	\$	1,550,080.53
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REVENUES OVER/(UNDER) EXPENDITURES

REVENUES OVER/(UNDER) EXPENDITURES	\$	(1,177,543.00)	\$	(412,393.38)	\$	779,775.63			
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☐



Collection Wire Transfer

TO: Karen Farris	FROM: Sandra Ugaz
COMPANY: City of Piney Point Village	DATE: 10/20/2021
FAX NUMBER:	
E-MAIL ADDRESS: citysec@pineypt.org	SENDER'S REFERENCE NUMBER:
RE: cityadmin@pineypt.org	YOUR REFERENCE NUMBER:

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

RE: Weekly Distribution

The following email reflects tax backup for the weekly distribution ending October 14, 2021. A wire transfer was made on October 18, 2021.

M/O Amount Wired: \$ 5,411.78 Reference# 10181B7032R009051

I/S Amount Wired: \$ 1,257.68 Reference# 10181B7031R009478

If you have any questions, please feel free to contact our office at
(713) 251-7960.

This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please immediately notify me at (713) 251-7960 and permanently delete the original and any copy of any e-mail and any printout thereof.

Spring Branch ISD Tax Office - P. O. Box 19037, Houston, TX 77224
8880 Westview, Houston, TX 77055 Tel (713)251-7960
Visit our web site @ www.springbranchisd.com
Click on "Community" - then "Tax office"

Spring Branch ISD

Deposit Distribution Report

Deposit Date from 10/01/2021 to 10/14/2021 AND Detail = 1

Year	Unit #	Fund	Levy	P & I	Sub Total	Attorney Fee	Other Fees	Overpay	Recalc	Total
2021	75	M&O	\$8,554.89	\$0.00	\$8,554.89	\$0.00	\$0.00	\$0.00	\$0.00	\$8,554.89
2021	75	I&S	\$2,032.50	\$0.00	\$2,032.50	\$0.00	\$0.00	\$0.00	\$0.00	\$2,032.50
2021	75	TOTAL	\$10,587.39	\$0.00	\$10,587.39	\$0.00	\$0.00	\$0.00	\$0.00	\$10,587.39
2020	75	M&O	(\$2,242.37)	\$0.00	(\$2,242.37)	\$0.00	\$0.00	\$0.00	\$2,557.06	\$314.69
2020	75	I&S	(\$532.75)	\$0.00	(\$532.75)	\$0.00	\$0.00	\$0.00	\$0.00	(\$532.75)
2020	75	TOTAL	(\$2,775.12)	\$0.00	(\$2,775.12)	\$0.00	\$0.00	\$0.00	\$2,557.06	(\$218.06)
2019	75	M&O	(\$778.78)	\$115.41	(\$663.37)	\$117.80	\$0.00	\$0.00	\$1,117.90	\$572.33
2019	75	I&S	(\$207.36)	\$30.73	(\$176.63)	\$0.00	\$0.00	\$0.00	\$0.00	(\$176.63)
2019	75	TOTAL	(\$986.14)	\$146.14	(\$840.00)	\$117.80	\$0.00	\$0.00	\$1,117.90	\$395.70
2018	75	M&O	(\$237.37)	\$0.00	(\$237.37)	\$0.00	\$0.00	\$0.00	(\$12.70)	(\$250.07)
2018	75	I&S	(\$65.44)	\$0.00	(\$65.44)	\$0.00	\$0.00	\$0.00	\$0.00	(\$65.44)
2018	75	TOTAL	(\$302.81)	\$0.00	(\$302.81)	\$0.00	\$0.00	\$0.00	(\$12.70)	(\$315.51)
2017	75	M&O	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$315.51)	(\$315.51)
2017	75	I&S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	75	TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$315.51)	(\$315.51)
	75 ALL	M&O	\$5,296.37	\$115.41	\$5,411.78	\$117.80	\$0.00	\$0.00	\$3,346.75	\$8,876.33
	75 ALL	I&S	\$1,226.95	\$30.73	\$1,257.68	\$0.00	\$0.00	\$0.00	\$0.00	\$1,257.68
	75 ALL	TOTAL	\$6,523.32	\$146.14	\$6,669.46	\$117.80	\$0.00	\$0.00	\$3,346.75	\$10,134.01
	75 DELQ	M&O	(\$3,258.52)	\$115.41	(\$3,143.11)	\$117.80	\$0.00	\$0.00	\$3,346.75	\$321.44
	75 DELQ	I&S	(\$805.55)	\$30.73	(\$774.82)	\$0.00	\$0.00	\$0.00	\$0.00	(\$774.82)
	75 DELQ	TOTAL	(\$4,064.07)	\$146.14	(\$3,917.93)	\$117.80	\$0.00	\$0.00	\$3,346.75	(\$453.38)

CITY OF PINEY POINT VILLAGE
YEAR TO DATE BALANCE SHEET (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2021

10 -GENERAL FUND

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
ASSETS					
10-1100	Claim on Cash	2,901,876.88	(156,559.61)	572,717.84	3,474,594.72
10-1101	Cash- GF Texpool	1,926,058.06	(499,988.80)	(1,871,740.12)	54,317.94
10-1105	Cash with Amegy	0.00	0.00	0.00	0.00
10-1108	Cash with Agent	517,073.82	0.00	0.00	517,073.82
10-1120	Cash-Texas Class	1,266,696.11	46.10	729.19	1,267,425.30
10-1200	Accounts Receivable	0.00	0.00	0.00	0.00
10-1201	Sales Tax Receivable	21,374.37	0.00	0.00	21,374.37
10-1202	FEMA Reimbursement Receivable	0.00	0.00	0.00	0.00
10-1203	Property Tax receivable-PY	211,633.93	0.00	0.00	211,633.93
10-1204	Property Tax Receivable-CY	3,432,434.53	0.00	0.00	3,432,434.53
10-1205	Other Receivables	21,484.69	0.00	0.00	21,484.69
10-1209	A/R Willet	2,813.36	0.00	0.00	2,813.36
10-1301	Accrued Interest	0.00	0.00	0.00	0.00
10-1400	Prepaid Expenses	0.00	0.00	0.00	0.00
10-1507	Due from Debt Service Fund	0.00	0.00	0.00	0.00
10-1508	Due from Capital Projects Fund	0.00	0.00	0.00	0.00
10-1509	Due from Non-Major Fund	0.00	0.00	0.00	0.00
10-1510	Due from Metro Fund	0.00	0.00	0.00	0.00
10-1550	Due from Other Governments	0.00	0.00	0.00	0.00
10-1802	Street and Drainage System	0.00	0.00	0.00	0.00
	TOTAL ASSETS	10,301,445.75	(656,502.31)	(1,298,293.09)	9,003,152.66
LIABILITIES					
10-2001	Accounts Payable	107,127.09	(219,050.04)	49,904.40	157,031.49
10-2002	Other Accrued Liabilities	1,953.89	0.00	0.00	1,953.89
10-2005	Misc Payables	0.00	0.00	0.00	0.00
10-2051	Payroll Tax Payable	0.00	0.00	0.00	0.00
10-2052	Employee Insurance Payable	(5,382.42)	1,782.71	(2,472.83)	(7,855.25)
10-2062	TMRS Payable	159.04	0.03	(7,290.68)	(7,131.64)
10-2101	Property Tax Overpayments	0.00	0.00	0.00	0.00
10-2102	MC-Child Safety Fees Due	(28.50)	0.00	0.00	(28.50)
10-2103	MC-Bonds Due	0.00	0.00	0.00	0.00
10-2104	Due To - MC Technology	0.36	0.00	0.00	0.36
10-2105	Due To-MC Security	0.00	0.00	0.00	0.00
10-2106	Due To-State Comptroller	7,206.89	(3,870.64)	(7,417.71)	(210.82)
10-2107	Due To OMNI Base	3,983.73	28.92	648.00	4,631.73
10-2108	RESTITUTION	(270.00)	0.00	0.00	(270.00)
10-2109	Due from other fund	(348,914.48)	0.00	0.00	(348,914.48)
10-2110	Bond Payable - FAST	6,709.05	0.00	486.00	7,195.05
10-2111	Other Accrued Liabilities	0.00	0.00	0.00	0.00
10-2130	Deferred Revenue-Property Tax	211,633.93	0.00	(2,094,929.58)	(1,883,295.65)
10-2131	Other Deferred Revenue	20,450.83	0.00	0.00	20,450.83
10-2302	Due to State-CJ Fee	331.23	0.09	3.68	334.91
10-2303	Due To-Debt Service Fund	0.00	0.00	0.00	0.00
10-2402	Permit Deposits	0.00	0.00	0.00	0.00
10-2403	Drainage Deposit Payable	0.00	0.00	0.00	0.00
10-2404	Gas Meter Deposit	149,485.00	(23,000.00)	(17,000.00)	132,485.00

CITY OF PINEY POINT VILLAGE
YEAR TO DATE BALANCE SHEET (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2021

10 -GENERAL FUND

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
10-2405	P&Z Deposit	0.00	0.00	0.00	0.00
10-2500	Accrued Wages	21,771.31	0.00	0.00	21,771.31
10-2501	Gordon Estate Bond	0.00	0.00	0.00	0.00
10-2601	Construction Retainage Payable	154,182.27	0.00	0.00	154,182.27
10-2701	Deferred Taxes	0.00	0.00	0.00	0.00
10-2702	Deferred Revenue-Alarm Fees	0.00	0.00	0.00	0.00
10-2703	Deferred Franchise Taxes	0.00	0.00	0.00	0.00
10-2704	Unearned Revenue-CY Prop Taxes	5,641,983.23	0.00	0.00	5,641,983.23
10-2801	General LT Debt-N/P	0.00	0.00	0.00	0.00
10-2802	GO Bonds Payable	0.00	0.00	0.00	0.00
	TOTAL LIABILITIES	5,972,382.45	(244,108.93)	(2,078,068.72)	3,894,313.73
FUND EQUITY					
10-3000	Fund Balance	726,631.20	0.00	0.00	726,631.20
10-3003	Fund Balance	3,602,432.10	0.00	0.00	3,602,432.10
10-3900	Earnings	0.00	0.00	0.00	0.00
	TOTAL BEGINNING EQUITY	4,329,063.30	0.00	0.00	4,329,063.30
	TOTAL REVENUES	0.00	91,572.80	7,276,148.10	7,276,148.10
	TOTAL EXPENSES	0.00	503,966.18	6,496,372.47	6,496,372.47
	INCREASE/(DECREASE) IN FUND BAL.	0.00	(412,393.38)	779,775.63	779,775.63
	TOTAL LIABILITIES, EQUITY & FUND BAL.	10,301,445.75	(656,502.31)	(1,298,293.09)	9,003,152.66
		=====	=====	=====	=====

CITY OF PINEY POINT VILLAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2021

10 -GENERAL FUND
FINANCIAL SUMMARY

75.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
TAXES	5,787,210.00	23,327.85	6,004,537.92	103.76 (	217,327.92)
PERMITS & INSPECTIONS	357,000.00	42,020.15	412,956.96	115.67 (	55,956.96)
COURT	100,000.00	3,366.87	43,856.07	43.86	56,143.93
INVESTMENT INCOME	50,000.00	57.30	1,131.13	2.26	48,868.87
AGENCIES & ALARMS	30,000.00	100.00	2,750.00	9.17	27,250.00
FRANCHISE REVENUE	408,200.00	22,700.63	268,480.86	65.77	139,719.14
DONATIONS & IN LIEU	136,500.00	0.00	542,435.16	397.39 (	405,935.16)
TOTAL REVENUES	6,868,910.00	91,572.80	7,276,148.10	105.93 (	407,238.10)
<u>EXPENDITURE SUMMARY</u>					
<u>PUBLIC SERVICE</u>					
COMMUNITY	5,000.00	0.00	0.00	0.00	5,000.00
POLICE	2,036,481.00	169,248.00	1,697,985.00	83.38	338,496.00
MISCELLANEOUS	0.00	0.00	12,167.50	0.00 (	12,167.50)
SANITATION COLLECTION	536,500.00	44,119.95	352,959.60	65.79	183,540.40
LIBRARY	1,500.00	0.00	0.00	0.00	1,500.00
STREET LIGHTING	15,000.00	1,245.04	9,522.17	63.48	5,477.83
FIRE	1,461,876.00	121,823.00	1,157,318.49	79.17	304,557.51
TOTAL PUBLIC SERVICE	4,056,357.00	336,435.99	3,229,952.76	79.63	826,404.24
<u>CONTRACT SERVICES</u>					
CONTRACT SERVICES	453,000.00	40,279.99	403,456.51	89.06	49,543.49
TOTAL CONTRACT SERVICES	453,000.00	40,279.99	403,456.51	89.06	49,543.49
<u>BUILDING</u>					
CONTRACT SERVICES	0.00	4,701.29	12,280.08	0.00 (	12,280.08)
BUILDING SERVICES	239,500.00	23,866.71	199,869.19	83.45	39,630.81
ADMIN EXPENSE	0.00	0.00	390.00	0.00 (	390.00)
OFFICE EXPENSE	0.00	46.48	1,972.38	0.00 (	1,972.38)
WAGES & BENEFITS	0.00	0.00	0.00	0.00	0.00
INSURANCE	0.00	0.00	7,361.65	0.00 (	7,361.65)
TOTAL BUILDING	239,500.00	28,614.48	221,873.30	92.64	17,626.70
<u>GENERAL GOVERNMENT</u>					
CONTRACT SERVICES	0.00	3,369.39	20,218.15	0.00 (	20,218.15)
ADMIN EXPENSE	39,200.00	3,777.45	26,394.87	67.33	12,805.13
OFFICE EXPENSE	172,500.00	12,711.90	120,131.76	69.64	52,368.24
WAGES & BENEFITS	628,000.00	55,598.90	596,490.72	94.98	31,509.28
INSURANCE	123,500.00	0.00	25,847.06	20.93	97,652.94
INTERGOVERNMENTAL	0.00	0.00	10,780.42	0.00 (	10,780.42)
TOTAL GENERAL GOVERNMENT	963,200.00	75,457.64	799,862.98	83.04	163,337.02

CITY OF PINEY POINT VILLAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2021

10 -GENERAL FUND
FINANCIAL SUMMARY

75.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>MUNICIPAL COURT</u>					
CONTRACT SERVICES	0.00	0.00	0.00	0.00	0.00
ADMIN EXPENSE	0.00	0.00	334.83	0.00 (	334.83)
OFFICE EXPENSE	0.00	0.00	1,229.74	0.00 (	1,229.74)
WAGES & BENEFITS	0.00	0.00	0.00	0.00	0.00
INSURANCE	0.00	0.00	12,113.18	0.00 (	12,113.18)
COURT OPERATIONS	30,000.00	2,026.32	26,249.96	87.50	3,750.04
TOTAL MUNICIPAL COURT	30,000.00	2,026.32	39,927.71	133.09 (	9,927.71)
<u>PUBLIC WORKS MAINTENANCE</u>					
CONTRACT SERVICES	0.00	0.00	0.00	0.00	0.00
ADMIN EXPENSE	0.00	0.00	3,008.50	0.00 (	3,008.50)
OFFICE EXPENSE	0.00	0.00	239.77	0.00 (	239.77)
WAGES & BENEFITS	0.00	0.00	0.00	0.00	0.00
INSURANCE	0.00	0.00	21,347.64	0.00 (	21,347.64)
PUBLIC WORKS OPERATIONS	383,500.00	7,975.97	264,770.96	69.04	118,729.04
TOTAL PUBLIC WORKS MAINTENANCE	383,500.00	7,975.97	289,366.87	75.45	94,133.13
<u>GOF CAPITAL OUTLAYS</u>					
OTHER EXPENSES	337,304.00	0.00	355,160.21	105.29 (	17,856.21)
OTHER EXPENSES	1,583,592.00	13,175.79	1,156,772.13	73.05	426,819.87
TOTAL GOF CAPITAL OUTLAYS	1,920,896.00	13,175.79	1,511,932.34	78.71	408,963.66
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/ (UNDER) EXPENDITURES	(1,177,543.00)	(412,393.38)	779,775.63		(1,957,318.63)

10 -GENERAL FUND

75.00% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>TAXES</u>					
10-4101 Property Tax Revenue (M&O)	5,557,210.00	0.00	5,765,542.63	103.75 (	208,332.63)
10-4150 State Comptroller (Sales Tax)	230,000.00	23,327.85	238,995.29	103.91 (	8,995.29)
TOTAL TAXES	5,787,210.00	23,327.85	6,004,537.92	103.76 (	217,327.92)
<u>PERMITS & INSPECTIONS</u>					
10-4203 Plat Reviews	3,500.00	450.00	5,000.00	142.86 (	1,500.00)
10-4204 Code Enforcement Citations	500.00	0.00	0.00	0.00	500.00
10-4205 Contractor Registration	12,000.00	960.00	9,090.00	75.75	2,910.00
10-4206 Drainage Reviews	40,000.00	2,150.00	30,650.00	76.63	9,350.00
10-4207 Permits/Insp Fees - Other	300,000.00	38,460.15	366,716.96	122.24 (	66,716.96)
10-4208 Board of Adjustment Fees	1,000.00	0.00	1,500.00	150.00 (	500.00)
TOTAL PERMITS & INSPECTIONS	357,000.00	42,020.15	412,956.96	115.67 (	55,956.96)
<u>COURT</u>					
10-4300 Court Fines	100,000.00	3,156.01	41,791.31	41.79	58,208.69
10-4301 Building Security Fund	0.00	73.81	722.67	0.00 (	722.67)
10-4302 Truancy Prevention	0.00	75.31	737.42	0.00 (	737.42)
10-4303 Local Municipal Tech Fund	0.00	60.24	589.92	0.00 (	589.92)
10-4304 Local Municipal Jury Fund	0.00	1.50	14.75	0.00 (	14.75)
TOTAL COURT	100,000.00	3,366.87	43,856.07	43.86	56,143.93
<u>INVESTMENT INCOME</u>					
10-4400 Interest Income	50,000.00	57.30	1,131.13	2.26	48,868.87
TOTAL INVESTMENT INCOME	50,000.00	57.30	1,131.13	2.26	48,868.87
<u>AGENCIES & ALARMS</u>					
10-4501 Agencies	0.00	0.00	0.00	0.00	0.00
10-4507 Sec-False Alarm	0.00	0.00	0.00	0.00	0.00
10-4508 SEC-Registration	30,000.00	100.00	2,750.00	9.17	27,250.00
10-4520 FEMA - State Reimbursement	0.00	0.00	0.00	0.00	0.00
TOTAL AGENCIES & ALARMS	30,000.00	100.00	2,750.00	9.17	27,250.00
<u>FRANCHISE REVENUE</u>					
10-4602 Cable	75,000.00	0.00	59,493.46	79.32	15,506.54
10-4605 Power/Electric	272,000.00	22,700.63	202,782.19	74.55	69,217.81
10-4606 Franchise Fees-Gas	26,000.00	0.00	0.00	0.00	26,000.00
10-4607 Franchise Fees/Telephone	35,000.00	0.00	5,845.68	16.70	29,154.32
10-4608 Franchise Fees/Wireless Comm	200.00	0.00	359.53	179.77 (	159.53)
TOTAL FRANCHISE REVENUE	408,200.00	22,700.63	268,480.86	65.77	139,719.14
<u>DONATIONS & IN LIEU</u>					
10-4702 Kinkaid School Contribution	0.00	0.00	0.00	0.00	0.00
10-4703 Metro Congested Mitigation	136,000.00	0.00	0.00	0.00	136,000.00
10-4704 Intergovernmental Revenues	0.00	0.00	542,060.16	0.00 (	542,060.16)
10-4705 Ambulance	0.00	0.00	0.00	0.00	0.00
10-4706 Donation to Historical Preserv	0.00	0.00	0.00	0.00	0.00
10-4800 Misc Income (Cheska St. 2019)	500.00	0.00	375.00	75.00	125.00

CITY OF PINEY POINT VILLAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2021

10 -GENERAL FUND

75.00% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
10-4850 Transfer In	0.00	0.00	0.00	0.00	0.00
10-4900 Prior Period Adjustments	0.00	0.00	0.00	0.00	0.00
10-4907 Unearned Revenue	0.00	0.00	0.00	0.00	0.00
TOTAL DONATIONS & IN LIEU	136,500.00	0.00	542,435.16	397.39	(405,935.16)
TOTAL REVENUES	6,868,910.00	91,572.80	7,276,148.10	105.93	(407,238.10)

10 -GENERAL FUND

75.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PUBLIC SERVICE</u> =====					
<u>COMMUNITY</u>					
10-510-5001 Community Celebrations	5,000.00	0.00	0.00	0.00	5,000.00
TOTAL COMMUNITY	5,000.00	0.00	0.00	0.00	5,000.00
<u>POLICE</u>					
10-510-5010 MEMORIAL VILLAGE POLICE DEPT	1,979,981.00	164,998.00	1,655,485.00	83.61	324,496.00
10-510-5011 MVPD - AUTO REPLACEMENT	51,000.00	4,250.00	42,500.00	83.33	8,500.00
10-510-5012 MVPD CAPITAL EXPENDITURE	5,500.00	0.00	0.00	0.00	5,500.00
TOTAL POLICE	2,036,481.00	169,248.00	1,697,985.00	83.38	338,496.00
<u>MISCELLANEOUS</u>					
10-510-5020 Miscellaneous	0.00	0.00	12,167.50	0.00	(12,167.50)
TOTAL MISCELLANEOUS	0.00	0.00	12,167.50	0.00	(12,167.50)
<u>SANITATION COLLECTION</u>					
10-510-5030 SANITATION COLLECTION	525,000.00	43,254.85	346,038.80	65.91	178,961.20
10-510-5031 SANITATION FUEL CHARGE	11,500.00	865.10	6,920.80	60.18	4,579.20
TOTAL SANITATION COLLECTION	536,500.00	44,119.95	352,959.60	65.79	183,540.40
<u>LIBRARY</u>					
10-510-5040 Spring Branch Library	1,500.00	0.00	0.00	0.00	1,500.00
TOTAL LIBRARY	1,500.00	0.00	0.00	0.00	1,500.00
<u>STREET LIGHTING</u>					
10-510-5050 Street Lighting	15,000.00	1,245.04	9,522.17	63.48	5,477.83
TOTAL STREET LIGHTING	15,000.00	1,245.04	9,522.17	63.48	5,477.83
<u>FIRE</u>					
10-510-5060 Villages Fire Department	1,461,876.00	121,823.00	1,157,318.49	79.17	304,557.51
10-510-5070 Contribution to Fire Dept	0.00	0.00	0.00	0.00	0.00
TOTAL FIRE	1,461,876.00	121,823.00	1,157,318.49	79.17	304,557.51
TOTAL PUBLIC SERVICE	4,056,357.00	336,435.99	3,229,952.76	79.63	826,404.24
<u>CONTRACT SERVICES</u> =====					
<u>CONTRACT SERVICES</u>					
10-520-5102 Accounting/Audit	30,000.00	300.00	28,134.08	93.78	1,865.92
10-520-5103 Engineering	200,000.00	12,091.99	189,536.97	94.77	10,463.03
10-520-5104 Legal	90,000.00	10,403.00	110,437.50	122.71	(20,437.50)
10-520-5105 Tax Appraisal-HCAD	60,000.00	12,725.00	44,359.00	73.93	15,641.00
10-520-5107 Animal Control	1,000.00	0.00	1,831.94	183.19	(831.94)
10-520-5108 IT Hardware/Software & Support	50,000.00	0.00	14,877.02	29.75	35,122.98

10 -GENERAL FUND

75.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
10-520-5110 Mosquito Control	22,000.00	4,760.00	14,280.00	64.91	7,720.00
TOTAL CONTRACT SERVICES	453,000.00	40,279.99	403,456.51	89.06	49,543.49
TOTAL CONTRACT SERVICES	453,000.00	40,279.99	403,456.51	89.06	49,543.49
BUILDING					
=====					
CONTRACT SERVICES					
10-530-5108 Information Technology	0.00	4,701.29	12,280.08	0.00 (	12,280.08)
TOTAL CONTRACT SERVICES	0.00	4,701.29	12,280.08	0.00 (	12,280.08)
BUILDING SERVICES					
10-530-5152 Drainage Reviews	75,000.00	9,511.71	79,049.19	105.40 (	4,049.19)
10-530-5153 Electrical Inspections	14,000.00	1,485.00	9,270.00	66.21	4,730.00
10-530-5154 Plat Reviews	500.00	0.00	0.00	0.00	500.00
10-530-5155 Plan Reviews	50,000.00	4,000.00	36,000.00	72.00	14,000.00
10-530-5156 Plumbing Inspections	19,000.00	2,340.00	14,940.00	78.63	4,060.00
10-530-5157 Structural Inspections	28,000.00	1,710.00	21,105.00	75.38	6,895.00
10-530-5158 Urban Forester	46,000.00	4,280.00	32,080.00	69.74	13,920.00
10-530-5160 Mechanical Inspections	7,000.00	540.00	7,425.00	106.07 (	425.00)
TOTAL BUILDING SERVICES	239,500.00	23,866.71	199,869.19	83.45	39,630.81
ADMIN EXPENSE					
10-530-5204 Dues & Subscriptions	0.00	0.00	0.00	0.00	0.00
10-530-5206 Legal Notices	0.00	0.00	0.00	0.00	0.00
10-530-5207 Misc Supplies	0.00	0.00	390.00	0.00 (	390.00)
10-530-5209 Office Equipment & Maintenance	0.00	0.00	0.00	0.00	0.00
TOTAL ADMIN EXPENSE	0.00	0.00	390.00	0.00 (	390.00)
OFFICE EXPENSE					
10-530-5210 Postage	0.00	0.00	0.00	0.00	0.00
10-530-5211 Meeting Supplies	0.00	0.00	172.16	0.00 (	172.16)
10-530-5213 Office Supplies	0.00	46.48	900.25	0.00 (	900.25)
10-530-5214 Telecommunications	0.00	0.00	399.97	0.00 (	399.97)
10-530-5215 Travel & Training	0.00	0.00	500.00	0.00 (	500.00)
TOTAL OFFICE EXPENSE	0.00	46.48	1,972.38	0.00 (	1,972.38)
WAGES & BENEFITS					
10-530-5301 Gross Wages	0.00	0.00	0.00	0.00	0.00
10-530-5311 Payroll Processing	0.00	0.00	0.00	0.00	0.00
10-530-5313 Fringe Benefits	0.00	0.00	0.00	0.00	0.00
TOTAL WAGES & BENEFITS	0.00	0.00	0.00	0.00	0.00
INSURANCE					
10-530-5353 Employee Insurance	0.00	0.00	7,361.65	0.00 (	7,361.65)
TOTAL INSURANCE	0.00	0.00	7,361.65	0.00 (	7,361.65)
TOTAL BUILDING	239,500.00	28,614.48	221,873.30	92.64	17,626.70

CITY OF PINEY POINT VILLAGE
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: SEPTEMBER 30TH, 2021

10 -GENERAL FUND

75.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
GENERAL GOVERNMENT					
=====					
CONTRACT SERVICES					
10-540-5108 Information Technology	0.00	3,369.39	20,218.15	0.00 (	20,218.15)
TOTAL CONTRACT SERVICES	0.00	3,369.39	20,218.15	0.00 (	20,218.15)
ADMIN EXPENSE					
10-540-5201 Administrative	0.00	0.00	0.00	0.00	0.00
10-540-5202 Auto Allowance/Mileage	10,000.00	325.00	3,165.68	31.66	6,834.32
10-540-5203 Bank Fees	2,200.00	291.29	2,580.77	117.31 (	380.77)
10-540-5204 Dues/Seminars/Subscriptions	4,000.00	0.00	1,870.00	46.75	2,130.00
10-540-5205 Elections	5,000.00	0.00	0.00	0.00	5,000.00
10-540-5206 Legal Notices	0.00	0.00	137.40	0.00 (	137.40)
10-540-5207 Miscellaneous	3,000.00	533.71	2,671.82	89.06	328.18
10-540-5208 Citizen Communication	5,000.00	2,277.21	7,350.80	147.02 (	2,350.80)
10-540-5209 Office Equipment & Maintenance	10,000.00	350.24	8,618.40	86.18	1,381.60
TOTAL ADMIN EXPENSE	39,200.00	3,777.45	26,394.87	67.33	12,805.13
OFFICE EXPENSE					
10-540-5210 Postage	2,000.00	0.00	500.00	25.00	1,500.00
10-540-5211 Meeting Supplies	10,000.00	1,013.61	5,560.43	55.60	4,439.57
10-540-5212 Rent/Leasehold/Furniture	125,000.00	10,385.80	96,424.85	77.14	28,575.15
10-540-5213 Supplies/Storage	15,000.00	708.09	4,919.31	32.80	10,080.69
10-540-5214 Telecommunications	17,000.00	328.30	10,912.98	64.19	6,087.02
10-540-5215 Travel & Training	0.00	50.00	1,461.49	0.00 (	1,461.49)
10-540-5216 Statutory Legal Notices	3,500.00	226.10	352.70	10.08	3,147.30
TOTAL OFFICE EXPENSE	172,500.00	12,711.90	120,131.76	69.64	52,368.24
WAGES & BENEFITS					
10-540-5301 Gross Wages	525,000.00	30,660.86	402,373.37	76.64	122,626.63
10-540-5302 Overtime/Severance	20,000.00	3,853.13	33,554.25	167.77 (	13,554.25)
10-540-5303 Temporary Personnel	5,000.00	14,086.88	94,561.30	1,891.23 (	89,561.30)
10-540-5304 Salary Adjustment(Bonus)	0.00	0.00	0.00	0.00	0.00
10-540-5306 FICA/Med/FUTA Payroll Tax Exp	35,000.00	3,431.15	21,338.31	60.97	13,661.69
10-540-5310 TMRS (City Responsibility)	40,000.00	3,257.22	42,397.64	105.99 (	2,397.64)
10-540-5311 Payroll Process Exp-Paychex	3,000.00	309.66	2,265.85	75.53	734.15
10-540-5312 TWC-Unemployment	0.00	0.00	0.00	0.00	0.00
10-540-5313 Fringe Benefits	0.00	0.00	0.00	0.00	0.00
TOTAL WAGES & BENEFITS	628,000.00	55,598.90	596,490.72	94.98	31,509.28
INSURANCE					
10-540-5353 Employee Insurance	110,000.00	0.00	22,966.06	20.88	87,033.94
10-540-5354 General Liability	11,000.00	0.00	500.00	4.55	10,500.00
10-540-5355 Bonds for City Staff	0.00	0.00	0.00	0.00	0.00
10-540-5356 Workman's Compensation	2,500.00	0.00	2,381.00	95.24	119.00
10-540-5357 Drainage Study	0.00	0.00	0.00	0.00	0.00
TOTAL INSURANCE	123,500.00	0.00	25,847.06	20.93	97,652.94

10 -GENERAL FUND

75.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>INTERGOVERNMENTAL</u>					
10-540-5710 Intergovernmental Expenditure	0.00	0.00	10,780.42	0.00 (	10,780.42)
10-540-5711 American Rescue Plan Exp	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL	0.00	0.00	10,780.42	0.00 (	10,780.42)
<hr/>					
TOTAL GENERAL GOVERNMENT	963,200.00	75,457.64	799,862.98	83.04	163,337.02
<u>MUNICIPAL COURT</u> =====					
<u>CONTRACT SERVICES</u>					
10-550-5108 Information Technology	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRACT SERVICES	0.00	0.00	0.00	0.00	0.00
<u>ADMIN EXPENSE</u>					
10-550-5204 Dues & Subscriptions	0.00	0.00	235.00	0.00 (	235.00)
10-550-5207 Misc Supplies	0.00	0.00	99.83	0.00 (	99.83)
10-550-5209 Office Equipment & Maintenance	0.00	0.00	0.00	0.00	0.00
TOTAL ADMIN EXPENSE	0.00	0.00	334.83	0.00 (	334.83)
<u>OFFICE EXPENSE</u>					
10-550-5210 Postage	0.00	0.00	0.00	0.00	0.00
10-550-5211 Meeting Supplies	0.00	0.00	564.01	0.00 (	564.01)
10-550-5213 Office Supplies	0.00	0.00	158.98	0.00 (	158.98)
10-550-5214 Telecommunications	0.00	0.00	0.00	0.00	0.00
10-550-5215 Travel & Training	0.00	0.00	506.75	0.00 (	506.75)
TOTAL OFFICE EXPENSE	0.00	0.00	1,229.74	0.00 (	1,229.74)
<u>WAGES & BENEFITS</u>					
10-550-5301 Gross Wages	0.00	0.00	0.00	0.00	0.00
10-550-5311 Payroll Processing	0.00	0.00	0.00	0.00	0.00
10-550-5313 Fringe Benefits	0.00	0.00	0.00	0.00	0.00
TOTAL WAGES & BENEFITS	0.00	0.00	0.00	0.00	0.00
<u>INSURANCE</u>					
10-550-5353 Employee Insurance	0.00	0.00	12,113.18	0.00 (	12,113.18)
TOTAL INSURANCE	0.00	0.00	12,113.18	0.00 (	12,113.18)
<u>COURT OPERATIONS</u>					
10-550-5402 MC Facilities	0.00	0.00	0.00	0.00	0.00
10-550-5403 Credit Card Charges	7,000.00	1,418.32	10,205.92	145.80 (	3,205.92)
10-550-5404 Judge/Prosecutor/Interpreter	22,000.00	500.00	15,200.00	69.09	6,800.00
10-550-5405 Jury Pay	0.00	0.00	0.00	0.00	0.00
10-550-5406 State Comptroller/OMNI/Linebar	0.00	0.00	60.95	0.00 (	60.95)
10-550-5407 SETCIC	0.00	0.00	0.00	0.00	0.00
10-550-5408 Supplies/Miscellaneous	0.00	0.00	25.98	0.00 (	25.98)
10-550-5409 Collection Agency	0.00	0.00	0.00	0.00	0.00
10-550-5410 OmniBase Services of Texas	1,000.00	108.00	757.11	75.71	242.89

10 -GENERAL FUND

75.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
10-550-5412	0.00	0.00	0.00	0.00	0.00
10-550-5417 Time Payment Reimbursement Fee	0.00	0.00	0.00	0.00	0.00
TOTAL COURT OPERATIONS	30,000.00	2,026.32	26,249.96	87.50	3,750.04
TOTAL MUNICIPAL COURT	30,000.00	2,026.32	39,927.71	133.09 (	9,927.71)
<u>PUBLIC WORKS MAINTENANCE</u> =====					
<u>CONTRACT SERVICES</u>					
10-560-5108 Information Technology	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRACT SERVICES	0.00	0.00	0.00	0.00	0.00
<u>ADMIN EXPENSE</u>					
10-560-5207 Misc Supplies	0.00	0.00	3,008.50	0.00 (	3,008.50)
10-560-5209 Office Equipment & Maintenance	0.00	0.00	0.00	0.00	0.00
TOTAL ADMIN EXPENSE	0.00	0.00	3,008.50	0.00 (	3,008.50)
<u>OFFICE EXPENSE</u>					
10-560-5213 Office Supplies	0.00	0.00	139.77	0.00 (	139.77)
10-560-5214 Telecommunications	0.00	0.00	0.00	0.00	0.00
10-560-5215 Travel & Training	0.00	0.00	100.00	0.00 (	100.00)
TOTAL OFFICE EXPENSE	0.00	0.00	239.77	0.00 (	239.77)
<u>WAGES & BENEFITS</u>					
10-560-5301 Gross Wages	0.00	0.00	0.00	0.00	0.00
10-560-5311 Payroll Processing	0.00	0.00	0.00	0.00	0.00
10-560-5313 Fringe Benefits	0.00	0.00	0.00	0.00	0.00
TOTAL WAGES & BENEFITS	0.00	0.00	0.00	0.00	0.00
<u>INSURANCE</u>					
10-560-5353 Employee Insurance	0.00	0.00	21,347.64	0.00 (	21,347.64)
TOTAL INSURANCE	0.00	0.00	21,347.64	0.00 (	21,347.64)
<u>PUBLIC WORKS OPERATIONS</u>					
10-560-5500 Public Works Maintenance	0.00	0.00	0.00	0.00	0.00
10-560-5501 TCEQ & Harris CO Permits	2,000.00	0.00	1,656.25	82.81	343.75
10-560-5504 Landscaping Maintenance	40,000.00	0.00	21,145.26	52.86	18,854.74
10-560-5505 Gator Fuel & Maintenance	2,000.00	0.00	368.46	18.42	1,631.54
10-560-5506 Right of Way Mowing	90,000.00	7,573.00	60,434.23	67.15	29,565.77
10-560-5507 Road & Sign Repair	30,000.00	0.00	61,046.16	203.49 (	31,046.16)
10-560-5508 ROW Water/Planting	2,000.00	258.36	863.46	43.17	1,136.54
10-560-5509 Tree Care/Removal	15,000.00	0.00	9,480.00	63.20	5,520.00
10-560-5510 Road/Drainage Maintenance	50,000.00	0.00	0.00	0.00	50,000.00
10-560-5515 Landscape Improvements	100,000.00	0.00	108,453.18	108.45 (	8,453.18)
10-560-5516 Ford F150 Maintenance & Fuel	2,500.00	144.61	1,323.96	52.96	1,176.04
10-560-5517 Sidewalk Improvements	50,000.00	0.00	0.00	0.00	50,000.00
TOTAL PUBLIC WORKS OPERATIONS	383,500.00	7,975.97	264,770.96	69.04	118,729.04
TOTAL PUBLIC WORKS MAINTENANCE	383,500.00	7,975.97	289,366.87	75.45	94,133.13

CITY OF PINEY POINT VILLAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2021

10 -GENERAL FUND

75.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>GOF CAPITAL OUTLAYS</u>					
=====					
<u>OTHER EXPENSES</u>					
10-570-5601 Capital Improvements	0.00	0.00	0.00	0.00	0.00
10-570-5602 Drainage Ditch Maintenance	0.00	0.00	0.00	0.00	0.00
10-570-5606 Road/Drainage Projects	0.00	0.00	24,991.89	0.00 (	24,991.89)
10-570-5607 2014 Paving Project	0.00	0.00	0.00	0.00	0.00
10-570-5608 MDE Drainage	0.00	0.00	0.00	0.00	0.00
10-570-5609 Windermere Drainage	0.00	0.00	0.00	0.00	0.00
10-570-5610 Fire Station Remodel	0.00	0.00	0.00	0.00	0.00
10-570-5616 S. Piney Pt/Blalock Rd	0.00	0.00	0.00	0.00	0.00
10-570-5640 Surrey Oaks	0.00	0.00	100,237.47	0.00 (	100,237.47)
10-570-5660 Smithdale Estates Bypass	0.00	0.00	0.00	0.00	0.00
10-570-5665 Woods Edge Erosion Project	0.00	0.00	0.00	0.00	0.00
10-570-5700 2015 Maintenance Project	0.00	0.00	0.00	0.00	0.00
10-570-5701 2019 Maintenance Projects	0.00	0.00	6,509.30	0.00 (	6,509.30)
10-570-5702 2020 Paving Improvements	337,304.00	0.00	223,421.55	66.24	113,882.45
10-570-5705 Tynewood Ditch Washout Project	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	337,304.00	0.00	355,160.21	105.29 (	17,856.21)
<u>OTHER EXPENSES</u>					
10-570-5800 Lanecrest Improvements Project	0.00	0.00	0.00	0.00	0.00
10-570-5805 Beinhorn Paving Project	0.00	0.00	0.00	0.00	0.00
10-570-5806 Drainage and Sidewalks	0.00	0.00	104,731.64	0.00 (	104,731.64)
10-570-5808 Wilding Lane	1,583,592.00	13,175.79	1,052,040.49	66.43	531,551.51
TOTAL OTHER EXPENSES	1,583,592.00	13,175.79	1,156,772.13	73.05	426,819.87
TOTAL GOF CAPITAL OUTLAYS	1,920,896.00	13,175.79	1,511,932.34	78.71	408,963.66
TOTAL EXPENDITURES	8,046,453.00	503,966.18	6,496,372.47	80.74	1,550,080.53
=====					
REVENUES OVER/(UNDER) EXPENDITURES	(1,177,543.00)	(412,393.38)	779,775.63	(	1,957,318.63)

CITY OF PINEY POINT VILLAGE
 YEAR TO DATE BALANCE SHEET (UNAUDITED)
 AS OF: SEPTEMBER 30TH, 2021

20 -DEBT SERVICE

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
<u>ASSETS</u>					
20-1100	Claim on Cash	(1,586,039.53)	0.00	(1,105,355.31)	(2,691,394.84)
20-1105	Cash - Amegy Bank	0.00	0.00	0.00	0.00
20-1108	Cash with Agent	122,855.85	0.00	0.00	122,855.85
20-1109	Texpool-DS	537,832.63	2.34	(437,401.33)	100,431.30
20-1110	Texas Class-DS	1,973,942.44	122.77	1,401,311.62	3,375,254.06
20-1200	Property Tax Receivable-PY	46,177.51	0.00	0.00	46,177.51
20-1201	Property Tax Receivable-CY	813,686.24	0.00	0.00	813,686.24
20-1300	Due to/From General Fund	(348,914.48)	0.00	0.00	(348,914.48)
20-1301	Accrued Interest Receivable	0.00	0.00	0.00	0.00
	TOTAL ASSETS	<u>1,559,540.66</u>	<u>125.11</u>	<u>(141,445.02)</u>	<u>1,418,095.64</u>
<u>LIABILITIES</u>					
20-2001	Accounts Payable	(1,419,475.00)	0.00	0.00	(1,419,475.00)
20-2002	Other Accrued Liabilities	1,419,475.00	0.00	0.00	1,419,475.00
20-2130	Deferred Revenue-Property Tax	48,571.51	0.00	0.00	48,571.51
20-2200	Deferred Property Tax Rec	0.00	0.00	0.00	0.00
20-2300	Other Accrued Liabilities	0.00	0.00	0.00	0.00
20-2701	Unearned Revenue-Property Tax	1,340,436.26	0.00	0.00	1,340,436.26
	TOTAL LIABILITIES	<u>1,389,007.77</u>	<u>0.00</u>	<u>0.00</u>	<u>1,389,007.77</u>
<u>FUND EQUITY</u>					
20-3000	Fund Balance	170,532.89	0.00	0.00	170,532.89
	TOTAL BEGINNING EQUITY	<u>170,532.89</u>	<u>0.00</u>	<u>0.00</u>	<u>170,532.89</u>
	TOTAL REVENUES	0.00	125.11	1,366,079.98	1,366,079.98
	TOTAL EXPENSES	0.00	0.00	1,507,525.00	1,507,525.00
	INCREASE/(DECREASE) IN FUND BAL.	0.00	125.11	(141,445.02)	(141,445.02)
	TOTAL LIABILITIES, EQUITY & FUND BAL.	<u>1,559,540.66</u>	<u>125.11</u>	<u>(141,445.02)</u>	<u>1,418,095.64</u>

CITY OF PINEY POINT VILLAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2021

20 -DEBT SERVICE
FINANCIAL SUMMARY

75.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
TAXES	1,333,692.00	0.00	1,364,582.78	102.32 (	30,890.78)
INVESTMENT INCOME	0.00	125.11	1,497.20	0.00 (	1,497.20)
TOTAL REVENUES	1,333,692.00	125.11	1,366,079.98	102.43 (	32,387.98)
<u>EXPENDITURE SUMMARY</u>					
<u>NON-DEPARTMENTAL</u>					
ADMIN EXPENSE	2,250.00	0.00	3,000.00	133.33 (	750.00)
OTHER EXPENSES	1,504,525.00	0.00	1,504,525.00	100.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	1,506,775.00	0.00	1,507,525.00	100.05 (	750.00)
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(173,083.00)	125.11	(141,445.02)	(	31,637.98)

CITY OF PINEY POINT VILLAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2021

20 -DEBT SERVICE

75.00% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>TAXES</u>					
20-4101 Property Tax Revenue	1,333,692.00	0.00	1,364,582.78	102.32 (	30,890.78)
TOTAL TAXES	<u>1,333,692.00</u>	<u>0.00</u>	<u>1,364,582.78</u>	102.32 (	<u>30,890.78)</u>
<u>INVESTMENT INCOME</u>					
20-4400 Bank Interest	0.00	125.11	1,497.20	0.00 (	1,497.20)
20-4410 Bond Premium	0.00	0.00	0.00	0.00	0.00
TOTAL INVESTMENT INCOME	<u>0.00</u>	<u>125.11</u>	<u>1,497.20</u>	0.00 (	<u>1,497.20)</u>
TOTAL REVENUES	<u>1,333,692.00</u>	<u>125.11</u>	<u>1,366,079.98</u>	102.43 (	<u>32,387.98)</u>
	=====	=====	=====	=====	=====

CITY OF PINEY POINT VILLAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2021

20 -DEBT SERVICE

75.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>NON-DEPARTMENTAL</u>					
<u>ADMIN EXPENSE</u>					
20-500-5204 Paying Agent Fees	2,250.00	0.00	3,000.00	133.33 (	750.00)
TOTAL ADMIN EXPENSE	2,250.00	0.00	3,000.00	133.33 (	750.00)
<u>OTHER EXPENSES</u>					
20-500-5820 Interest Expense-Bonds	139,525.00	0.00	139,525.00	100.00	0.00
20-500-5821 Bond Principal Payments	1,365,000.00	0.00	1,365,000.00	100.00	0.00
20-500-5822 Amortization of Bonds	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	1,504,525.00	0.00	1,504,525.00	100.00	0.00
<u>TRANSFERS</u>					
20-500-5902 Transfers Out	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	1,506,775.00	0.00	1,507,525.00	100.05 (	750.00)
TOTAL EXPENDITURES	1,506,775.00	0.00	1,507,525.00	100.05 (	750.00)
REVENUES OVER/(UNDER) EXPENDITURES	(173,083.00)	125.11 (	141,445.02)	(	31,637.98)

CITY OF PINEY POINT VILLAGE
 YEAR TO DATE BALANCE SHEET (UNAUDITED)
 AS OF: SEPTEMBER 30TH, 2021

30 -SPECIAL REVENUE FUND

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
<u>ASSETS</u>					
30-1100	Claim on Cash	64,354.79	(138.11)	20,793.11	85,147.90
30-1102	Donation	0.02	0.00	0.00	0.02
30-1103	MC Security	0.36	0.00	0.00	0.36
30-1104	MC Technology	0.05	0.00	0.00	0.05
30-1106	Child Safety	27,665.05	319.79	2,991.61	30,656.66
30-1200	Due To/From General Fund	0.00	0.00	0.00	0.00
30-1301	Accrued Interest Receivable	0.00	0.00	0.00	0.00
	TOTAL ASSETS	92,020.27	181.68	23,784.72	115,804.99
		=====	=====	=====	=====
<u>LIABILITIES</u>					
30-2001	Accounts Payable	0.00	0.00	0.00	0.00
30-2100	Grants Payable	0.00	0.00	0.00	0.00
30-2200	Due To General Fund	0.00	0.00	0.00	0.00
	TOTAL LIABILITIES	0.00	0.00	0.00	0.00
<u>FUND EQUITY</u>					
30-3000	Fund Balance	3,695.40	0.00	(3,695.40)	0.00
30-3001	Fund Balance-Child Safety	42,532.64	0.00	3,644.97	46,177.61
30-3002	Fund Balance-MC Security	24,123.20	0.00	206.23	24,329.43
30-3003	Fund Balance-MC Technology	21,669.03	0.00	(155.80)	21,513.23
30-3010	Unrestricted Retained Earnings	0.00	0.00	0.00	0.00
30-3300	Fund Balance-MC Security	0.00	0.00	0.00	0.00
30-3400	Fund Balance- MC Technology	0.00	0.00	0.00	0.00
30-3904	Earnings-MC Technology	0.00	0.00	0.00	0.00
	TOTAL BEGINNING EQUITY	92,020.27	0.00	0.00	92,020.27
	TOTAL REVENUES	0.00	346.53	3,664.27	3,664.27
	TOTAL EXPENSES	0.00	164.85	(20,120.45)	(20,120.45)
	INCREASE/(DECREASE) IN FUND BAL.	0.00	181.68	23,784.72	23,784.72
	TOTAL LIABILITIES, EQUITY & FUND BAL.	92,020.27	181.68	23,784.72	115,804.99
		=====	=====	=====	=====

CITY OF PINEY POINT VILLAGE
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: SEPTEMBER 30TH, 2021

30 -SPECIAL REVENUE FUND
 FINANCIAL SUMMARY

75.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
COURT	0.00	346.53	3,663.69	0.00 (	3,663.69)
INVESTMENT INCOME	0.00	0.00	0.58	0.00 (	0.58)
DONATIONS & IN LIEU	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0.00	346.53	3,664.27	0.00 (	3,664.27)
<u>EXPENDITURE SUMMARY</u>					
<u>NON-DEPARTMENTAL</u>					
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00
<u>QUALIFIED EXPENSES</u>					
COURT	0.00	164.85 (	20,120.45)	0.00	20,120.45
TOTAL QUALIFIED EXPENSES	0.00	164.85 (	20,120.45)	0.00	20,120.45
<u>ADMINISTRATION</u>					
ADMIN EXPENSE	0.00	0.00	0.00	0.00	0.00
OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	181.68	23,784.72	(	23,784.72)

CITY OF PINEY POINT VILLAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2021

30 -SPECIAL REVENUE FUND

75.00% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>COURT</u>					
30-4305 MC Security Revenue	0.00	11.46	266.85	0.00 (	266.85)
30-4310 MC Technology Revenue	0.00	15.28	355.81	0.00 (	355.81)
30-4315 Child Safety Revenues	0.00	319.79	3,041.03	0.00 (	3,041.03)
TOTAL COURT	0.00	346.53	3,663.69	0.00 (	3,663.69)
<u>INVESTMENT INCOME</u>					
30-4405 MC Security-Interest	0.00	0.00	0.00	0.00	0.00
30-4410 MC Technology-Interest	0.00	0.00	0.00	0.00	0.00
30-4415 Child Safety-Interest	0.00	0.00	0.58	0.00 (	0.58)
30-4420 Donations-Interest	0.00	0.00	0.00	0.00	0.00
TOTAL INVESTMENT INCOME	0.00	0.00	0.58	0.00 (	0.58)
<u>DONATIONS & IN LIEU</u>					
30-4720 Donations	0.00	0.00	0.00	0.00	0.00
30-4800 Other Income	0.00	0.00	0.00	0.00	0.00
TOTAL DONATIONS & IN LIEU	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0.00	346.53	3,664.27	0.00 (	3,664.27)

CITY OF PINEY POINT VILLAGE
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: SEPTEMBER 30TH, 2021

30 -SPECIAL REVENUE FUND

75.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>NON-DEPARTMENTAL</u>					
<u>MISCELLANEOUS</u>					
30-500-5029 Gen Govt Qualified Expenses	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00
<u>QUALIFIED EXPENSES</u>					
<u>COURT</u>					
30-510-5121 Child Safety	0.00	0.00	(18,950.00)	0.00	18,950.00
30-510-5122 MC Security	0.00	164.85	494.55	0.00	(494.55)
30-510-5123 MC Technology	0.00	0.00	(1,665.00)	0.00	1,665.00
30-510-5129 Donation	0.00	0.00	0.00	0.00	0.00
TOTAL COURT	0.00	164.85	(20,120.45)	0.00	20,120.45
TOTAL QUALIFIED EXPENSES	0.00	164.85	(20,120.45)	0.00	20,120.45
<u>ADMINISTRATION</u>					
<u>ADMIN EXPENSE</u>					
30-520-5203 Bank Fees	0.00	0.00	0.00	0.00	0.00
TOTAL ADMIN EXPENSE	0.00	0.00	0.00	0.00	0.00
<u>OTHER EXPENSES</u>					
30-520-5702 Other Expenses	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00
<u>TRANSFERS</u>					
30-520-5902 Transfers Out	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	164.85	(20,120.45)	0.00	20,120.45
REVENUES OVER/(UNDER) EXPENDITURES	0.00	181.68	23,784.72	(	23,784.72)

CITY OF PINEY POINT VILLAGE
 YEAR TO DATE BALANCE SHEET (UNAUDITED)
 AS OF: SEPTEMBER 30TH, 2021

40 -CAPITAL PROJECTS FUND

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
<u>ASSETS</u>					
40-1100	Claim on Cash	1,350.00	0.00	(8,992.50)	(7,642.50)
40-1101	Texpool	0.00	0.00	0.00	0.00
40-1105	Cash - Amegy Checking	0.00	0.00	0.00	0.00
40-1120	Texas Class	0.00	0.00	0.00	0.00
40-1200	Accounts Receivable	0.00	0.00	0.00	0.00
40-1220	A/R - General Fund	0.00	0.00	0.00	0.00
40-1250	Due To Metro	0.00	0.00	0.00	0.00
40-1300	Accrued Interest Receivable	0.00	0.00	0.00	0.00
	TOTAL ASSETS	<u>1,350.00</u>	<u>0.00</u>	<u>(8,992.50)</u>	<u>(7,642.50)</u>
=====					
<u>LIABILITIES</u>					
40-2001	Accounts Payable	1,350.00	0.00	(1,350.00)	0.00
40-2002	Other Accrued Liabilities	0.00	0.00	0.00	0.00
40-2200	Deferred Revenue	0.00	0.00	0.00	0.00
40-2300	Construction Retainage Payable	0.00	0.00	0.00	0.00
40-2400	Accrued Liabilities	0.00	0.00	0.00	0.00
	TOTAL LIABILITIES	<u>1,350.00</u>	<u>0.00</u>	<u>(1,350.00)</u>	<u>0.00</u>
<u>FUND EQUITY</u>					
40-3000	Fund Balance	0.00	0.00	0.00	0.00
	TOTAL BEGINNING EQUITY	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL REVENUES	0.00	0.00	0.00	0.00
	TOTAL EXPENSES	0.00	0.00	7,642.50	7,642.50
	INCREASE/(DECREASE) IN FUND BAL.	0.00	0.00	(7,642.50)	(7,642.50)
	TOTAL LIABILITIES, EQUITY & FUND BAL.	<u>1,350.00</u>	<u>0.00</u>	<u>(8,992.50)</u>	<u>(7,642.50)</u>
=====					

CITY OF PINEY POINT VILLAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2021

40 -CAPITAL PROJECTS FUND
FINANCIAL SUMMARY

75.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
INVESTMENT INCOME	0.00	0.00	0.00	0.00	0.00
DONATIONS & IN LIEU	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
<u>EXPENDITURE SUMMARY</u>					
<u>NON-DEPARTMENTAL</u>					
ADMIN EXPENSE	0.00	0.00	0.00	0.00	0.00
OTHER EXPENSES	0.00	0.00	7,642.50	0.00 (	7,642.50)
TRANSFERS	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	7,642.50	0.00 (	7,642.50)
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	0.00	(7,642.50)		7,642.50

CITY OF PINEY POINT VILLAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2021

40 -CAPITAL PROJECTS FUND

75.00% OF FISCAL YEAR

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

CITY OF PINEY POINT VILLAGE
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: SEPTEMBER 30TH, 2021

40 -CAPITAL PROJECTS FUND

75.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>NON-DEPARTMENTAL</u>					
<u>ADMIN EXPENSE</u>					
40-500-5203 Bank Fees	0.00	0.00	0.00	0.00	0.00
TOTAL ADMIN EXPENSE	0.00	0.00	0.00	0.00	0.00
<u>OTHER EXPENSES</u>					
40-500-5601 Capital Outlay	0.00	0.00	0.00	0.00	0.00
40-500-5616 S. Piney Pt/Blalock Rd	0.00	0.00	0.00	0.00	0.00
40-500-5617 Smithdale/Claymore	0.00	0.00	0.00	0.00	0.00
40-500-5640 Batch 1 Projects	0.00	0.00	0.00	0.00	0.00
40-500-5641 Batch 1 - Preliminary	0.00	0.00	0.00	0.00	0.00
40-500-5655 Blalock/S. Piney Point	0.00	0.00	0.00	0.00	0.00
40-500-5660 Smithdale Estates Bypass	0.00	0.00	0.00	0.00	0.00
40-500-5670 N. Piney Point Road Project	0.00	0.00	0.00	0.00	0.00
40-500-5675 Lanecrest Drainage Improvement	0.00	0.00	0.00	0.00	0.00
40-500-5702 Miscellaneous Expense	0.00	0.00	7,642.50	0.00	(7,642.50)
TOTAL OTHER EXPENSES	0.00	0.00	7,642.50	0.00	(7,642.50)
<u>TRANSFERS</u>					
40-500-5901 Transfers In	0.00	0.00	0.00	0.00	0.00
40-500-5902 Transfers Out	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	7,642.50	0.00	(7,642.50)
TOTAL EXPENDITURES	0.00	0.00	7,642.50	0.00	(7,642.50)
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	(7,642.50)		7,642.50

CITY OF PINEY POINT VILLAGE
 YEAR TO DATE BALANCE SHEET (UNAUDITED)
 AS OF: SEPTEMBER 30TH, 2021

99 - POOLED CASH FUND

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
<u>ASSETS</u>					
99-1101	Cash	1,070,090.86	(156,697.72)	(185,200.17)	884,890.69
99-1510	DUE FROM GENERAL FUND	0.00	0.00	0.00	0.00
99-1520	DUE FROM DEBT SERVICE	0.00	0.00	0.00	0.00
99-1530	DUE FROM SPECIAL REVENUE	0.00	0.00	0.00	0.00
99-1540	DUE FROM CAPITAL PROJECTS	0.00	0.00	0.00	0.00
99-1550	DUE FROM METRO FUND	0.00	0.00	0.00	0.00
99-1599	Due From Other Funds	<u>108,477.09</u>	<u>(219,050.04)</u>	<u>48,554.40</u>	<u>157,031.49</u>
	TOTAL ASSETS	<u>1,178,567.95</u>	<u>(375,747.76)</u>	<u>(136,645.77)</u>	<u>1,041,922.18</u>
<u>LIABILITIES</u>					
99-2000	Accounts Payable	(202,974.19)	(219,050.04)	398,513.51	195,539.32
99-2190	Due to Other Funds	<u>1,381,542.14</u>	<u>(156,697.72)</u>	<u>(535,159.28)</u>	<u>846,382.86</u>
	TOTAL LIABILITIES	<u>1,178,567.95</u>	<u>(375,747.76)</u>	<u>(136,645.77)</u>	<u>1,041,922.18</u>
<u>FUND EQUITY</u>					
99-3000	Fund Balance	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL BEGINNING EQUITY	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL REVENUES	0.00	0.00	0.00	0.00
	TOTAL EXPENSES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	INCREASE/(DECREASE) IN FUND BAL. (WILL CLOSE TO FUND BAL.)	0.00	0.00	0.00	0.00
	TOTAL LIABILITIES, EQUITY & FUND BAL.	<u>1,178,567.95</u>	<u>(375,747.76)</u>	<u>(136,645.77)</u>	<u>1,041,922.18</u>

Council Agenda Item Cover Memo

**10/25/2021
Date of Meeting**

To: Mayor and City Council

Agenda Item:

Discuss and take possible action on a change order to the Wilding Lane Drainage and Paving Improvements Project for an additional inlet and storm sewer pipe in front of 11208 Wilding Lane to accommodate a new walkway.

SUMMARY/BACKGROUND (WHY): A walkway is proposed between the newly installed Type A Inlet and the east driveway approach at 11208 Wilding Lane. To capture runoff between the new Type A Inlet and east driveway, it is recommended that approximately 45-feet of additional 24-inch storm sewer and a Type A Inlet be installed. The cost to perform this work is approximately \$5,875.00 and would need to be included in the project by change order.

STAFF RECOMMENDATION:

ESTIMATED COST: \$5,875.00

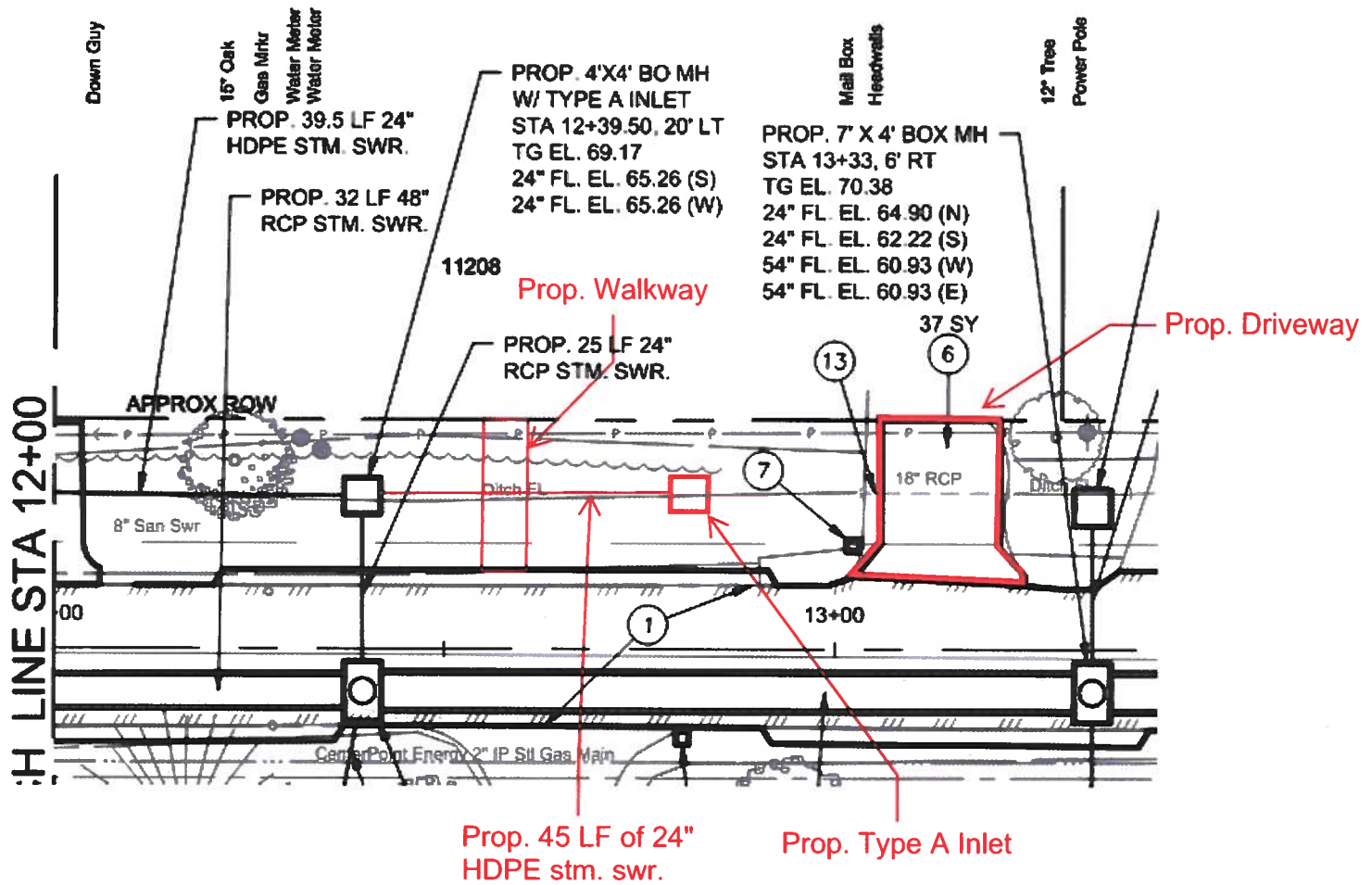
FUNDING SOURCE: N/A

CURRENT BUDGETED ITEM: YES NO

EMERGENCY REQUEST: YES NO

PREPARED BY: Joe Moore

ATTACHMENTS: Yes



Council Agenda Item Cover Memo

10/25/2021
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 Wilding Lane 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: October 25, 2021

Submit to City: October 20, 2021

CURRENT PROJECTS

1. Wilding Lane Drainage & Paving Improvements Project

The Contractor has completed Phases 1-4 of the project, storm sewer installation of the entire project, and has stabilized the pavement subgrade on Phase 5. It is anticipated that the Contractor completes the installation of the asphalt pavement base course the week of October 25th and will transition to Phase 6 where they will be removing the existing pavement. Phase 6 begins on the east side of 11208 and continues through Hedwig Road.

Currently the contract completion date is December 4, 2021. The Contractor has stated that they anticipate completing the work by this date. HDR has reminded the Contractor of this date and items remaining to complete the project. HDR will continue to remind the contractor of this schedule and associated liquidated damages.

The residents at 11209 Wilding Lane (Achari) previously requested that the City install 50-feet of 24" HDPE and a Type A inlet in the right-of-way to facilitate the addition of a driveway. City Council request that the resident pay for half of the \$7,650 costs for this improvement. The resident has agreed to pay this cost and is working with Annette to obtain a driveway permit. HDR will submit an official change order for the additional pipe and inlet to the Mayor for approval.

2. Farnham Park Washout

Following HCFCD issuance of no objections on the plans, HDR has issued the Change Order for the outfall replacement to the Contractor as well as the revised plans. The Contractor has stated that they will be working this project back into their schedule. They anticipate remobilization in approximately 2-3 weeks. After moving back on-site the work should be completed within approximately 1 week. Please note that this schedule not only depends on weather conditions but the water surface elevation on Buffalo Bayou.

3. Bothwell Way Clean & TV

After multiple inquiries, AIMS Companies informed HDR that they lost the TV tape for the Bothwell/N. Piney Point Road pipe. They will be re-televising the storm sewer and submitting the tape upon completion. HDR will review the tape and provide an update to City Council on the pipes condition.

4. Decomposed Granite Paths

Council approved quote from RAC for the work. The Mayor is to coordinate with residents on Quail Hollow with regards to the portion of the project on the private right-of-way. Once resolved, HDR will issue the Change Order to RAC to complete the project.



5. Maintenance Projects

HDR presented several locations in the City in need to small maintenance repairs at the October engineering meeting to include replacement of a Type BB Inlet on Memorial Point, storm sewer point repair on the east side of Blalock, Smithdale/Magnolia Cir. Inlet modification, and curb repair on Memorial Drive at the Kensington Court intersection. Since the engineering meeting, Councilman Bender notified HDR of an asphalt pothole on Radney Road at the Memorial Drive intersection. Per Council's request, HDR will be obtaining quotes to repair these items and anticipates presenting the quotes at the November 15th Council meeting.

6. 96-inch CMP on S. Piney Point Road

At the October Engineering Meeting, HDR recommended that the replacement of this pipe be approached in two separate phases: Phase 1 involves the updating of existing models with the HCFCD required ATLAS 14 rainfall data, submittal of the impact analysis to HCFCD, and coordination on project scope and requirements with the HCFCD. HDR also recommends that topographic survey and research on existing easements be performed. This Phase will allow the project to be defined and agreed upon by the City and HCFCD prior to design. Phase 2 includes traditional engineering final design and preparation of bidding documents based on the scope defined in Phase 1. HDR anticipates presenting a proposal for Phase 1 at the November 15th Council meeting.

FUTURE PROJECTS

7. North & South Country Squire

During discussion at the October Engineering meeting, it was suggested that the best approach to scoping future concrete point repairs on these two streets would be that HDR hold a field meeting with City Council. At this meeting the various pavement issues could be shown along with the limits of the associated repair.

8. Tokeneke Trail

UPDATE: HDR has met with the residents at #1, #2, and #4 Tokeneke who are in favor of the project. The resident at #1 Tokeneke had some issues they would like to be considered in the design, but generally the issues appeared to be manageable. The included the aesthetics of the inlet structure in the cul-de-sac, the proximity of their pool pump and equipment to the proposed improvements, and trees lining the property line. The developer at #4 is willing to participate in the project but would prefer that all construction be completed by Spring 2022 in order to be completed before he tries to sell the spec home. During and after the sale will complicate the number of parties involved in the cost sharing.

BACKGROUND: Lanecrest residents, Mr. Kelly Coughlan and Mr. Gary Wilhelm, approached Council 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 Claymore & Smithdale project to protect trees. HDR contacted the residents at both 1 (Martinez) & 2 (Huguenard) Tokeneke to discuss the potential installation of a storm sewer in the drainage easement along their side/backyards and its potential impacts to trees. Both residents were interested in a storm sewer improvements project and said that they would like to have continuing conversations about tree impacts.

Councilman Dodds request that an OPCC be prepared for installation of storm sewer at #2 Tokeneke and #4 Tokeneke to facilitate conversations with owners of both properties about potential parternships with the City to improve the existing infrastructure in front of those properties. The OPCC will be provided at the Council meeting for further discussion.

HDR presented the existing site conditions drawings at the February Engineering Meeting and discussed specific deficiencies in the existing drainage system along the street and option for possible improvements. Council did not direct HDR to proceed with the design of any proposed drainage improvements for Tokeneke at that time. The initial Opinion of Probable Construction Cost for installing storm sewer from the Type E Inlet behind #1 Tokeneke through the easement and stopped at the cul-de-sac is approximately \$86,225.

9. Memorial Drive Elementary Rebuild

HDR spoke with Travis Stanford, Director of Planning & Construction Services at SBISD regarding the Project Advisory Team (PAT) and upcoming rebuild project. The PAT consists of parents, teachers, HOAs, businesses, who will discuss and provide input on the general feel and appearance of the school and how it fits into the community. These requirements will need to fit into the SBISD and educational standards that the district has.

With regards to engineering design and drainage, the district and their architects/engineers will schedule separate meetings with the City to discuss. The district will be meeting with the City with engineering and other City requirements/permitting/etc. outside of the PAT meetings. HDR stated that the City will likely want to discuss detention opportunities on the property due to the proximity of the school to Soldiers Creek. Mr. Stanford said that he would be glad to schedule an introductory meeting with HDR, the City, himself as well as the SBISD architects/engineers to begin these conversations. He anticipates that this meeting will occur in late-November to early-December.

Mr. Stanford reported that the anticipated re-construction schedule for the school is as follows:

- 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 – November/December 2021

10. 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.

- **Wilding Lane Drainage & Paving Improvements Project**

- Anticipated Schedule –
 - Start of Construction: March 8, 2021
 - Phase 1 – 3/13/2021 - 5/1/2021
 - Phase 2 – 5/2/2021 - 6/15/2021
 - Phase 3 – 6/16/2021 – 8/13/2021
 - Phase 4 – 8/13/2021 – 10/1/2021
 - Phase 5 – 10/1/2021 – 11/7/2021
 - Phase 6 – 10/25/2021 - 12/19/2021
 - Contractual Construction Completion Date – December 4, 2021

**MINUTES
THE CITY OF PINEY POINT VILLAGE
REGULAR COUNCIL MEETING
MONDAY, SEPTEMBER 27, 2021**

THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE MET IN A REGULAR COUNCIL MEETING ON MONDAY, SEPTEMBER 27, 2021, AT 6:30 P.M. AT ECCLESIA CHURCH, 325 PINEY POINT DR., HOUSTON, TEXAS TO DISCUSS THE AGENDA ITEMS LISTED BELOW.

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

CITY STAFF: Paul Davis, Interim City Administrator; Karen Farris, City Secretary; Annette Arriaga, Director of Planning & Development; David Olson, City Attorney; Joe Moore, City Engineer, Jose Gomez, Code Enforcement/Public Works

DECLARATION OF QUORUM AND CALL TO ORDER

Mayor Kobelan called the meeting to order at 6:33 p.m.

PLEDGE OF ALLEGIANCE

SWEARING IN OF POLICE OFFICER: Mayor Kobelan administered the State of Texas Certificate of Oath or Affirmation to Christopher Nash, Sergeant at the Memorial Villages Police Department.

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.

Opened Property Tax Rate and Annual Budget Public Hearings

1. Public Hearing to provide an opportunity for citizens of Piney Point Village to comment regarding the proposed 2022 Annual Budget.
2. Public Hearing to provide an opportunity for citizens of Piney Point Village to comment regarding the proposed 2021 Property Tax Rate.

Closed Public Hearings

City Council Agenda:

1. Discussed and considered possible action on Ordinance No. 2021.09.27A concerning the proposed 2022 Annual Budget [A vote to adopt the budget must be a record vote.] Council Member Kollenberg moved to adopt Ordinance No.

2021.09.27A approving the 2022 Budget. Council Member Bender seconded the motion. The vote follows:

Council Member Dodds	Yes
Council Member Kollenberg	Yes
Council Member Bender	Yes
Council Member Herminghaus	Yes
Council Member Thompson	Yes

The motion passed.

2. Discussed and considered possible action on the maintenance and operations component of the tax rate, action on the debt service component of the tax rate, and action on Ordinance No. 2021.09.27B concerning the overall proposed 2021 Tax Rate. [A vote to ratify the property tax increase reflected in the budget.] Council Member Bender made a motion to approve the maintenance and operations component of the tax rate at .22316. Council Member Thompson seconded the motion and it passed unanimously. Council Member Bender made a motion to approve the debt service component of the tax rate at .03198. Council Member Herminghaus seconded the motion and it passed unanimously. Council Member Bender made a motion to approve Ordinance No. 2021.09.27B the overall proposed 2021 Tax Rate. Council Member Herminghaus seconded the motion and it passed unanimously.
3. Discussed and considered possible action on the Memorial Villages Police Department monthly report. Chief Schultz summarized activities of the MVPD for the month of August.
4. Discussed and considered possible action on the Village Fire Department monthly report. Commissioner Nash explained progress pictures on the fire station renovation and reported on activities and incidents of the Village Fire Department for the month of August.
5. CenterPoint Representatives and Gary O'Neal, the CenterPoint Forester, provided information to Council regarding duties, hurricanes, and trees. Council Member Herminghaus discussed the possibility of a study of the power industry regarding underground utilities and will forward information to the City Administrator to forward to Lydia Mares, the Spring Branch Service Area Manager.
6. Discussed and considered possible action regarding the Arbor Day Celebration on November 6, 2021, at Ecclesia from 10:00-12:00. There will be 20-25 trees given to Piney Point residents. Bill Bownds will provide the trees. The cost for the trees is approximately \$600. Council Member Kollenberg made a motion to authorize the City Forester to move forward with the Arbor Day Celebration. Council Member Bender Seconded the motion and it passed unanimously.
7. Discussed and considered possible action on sign replacement sample and quote. Michael Phillips, Alliance Reprographics was present with a sign sample and explained the process of creating the sign. Mr. Phillips will review the manufacturer's warranty on the board and then provide a written warranty for the

signs. There were several issues including the amount of design hours, the need to review another quote, and obtain a sample. No action was taken.

8. Discussed and considered possible action on a proposal from Public Management for program design and administrative services related to the American Rescue Plan. Michael Migaud, Project Manager from Public Management was present and provided information and answered questions. There are upcoming deadlines. An annual report to the Department of Treasury is due at the end of October. The net revenue loss caused by the pandemic will also be required. Council had questions regarding fees. This item was tabled.

Agenda Item #10 was moved.

10. Discussed and considered possible action on a request from the Stillforest HOA to issue a permit to install a 3.5-foot-tall post that will be used to hold a power meter and connect to a CenterPoint electrical connection. Council Member Dodds made a motion to approve installation of a 3.5-foot-tall post that will be used to hold a power meter and connect to a CenterPoint electrical connection assuming it otherwise meets permitting requirements. Council Member Bender seconded the motion and it passed unanimously.
9. Discussed and considered possible action on Verizon Concealed Network Node Deployment Agreement. Council Member Kollenberg moved to authorize Mayor Kobelan to execute the Verizon Concealed Network Node Deployment Agreement after confirming with staff and city attorney that the exhibits are the full exhibits. Council Member Bender seconded the motion and it passed unanimously.
11. Discussed updates on Specific Use Permits. Council Member Kollenberg and Annette Arriaga provided an update on the St. Francis SUP. The St. Francis SUP was discussed at a Planning & Zoning Public Hearing and no action was taken.
12. Discussed and considered possible action on non-residential permit fees. Tabled
13. Discussed and considered possible action regarding the Audit process. No action taken. This is the time to make a change in the Auditor if needed. Council Member Bender and Council Member Herminghaus are the Audit Committee.
14. Discussed and considered possible action on designating a representative and an alternate to HGAC's 2022 General Assembly. Council Member Kollenberg made a motion to designate Council Member Herminghaus as the representative and Council Member Dodds as the alternate to the HGAC's 2022 General Assembly. Council Member Thompson seconded the motion and it passed unanimously.
15. Discussed and considered possible action on Resolution No. 2021.09.27C nomination of a Harris County Appraisal District Board Member. Council Member Bender made a motion to approve Resolution No. 2021.09.27C nominating Mike Sullivan for a position on the Board of Directors of the Harris County Appraisal District. Council Member Dodds seconded the motion and it passed unanimously.

16. Discussed and considered possible action on a landscape proposal. Tabled to next month.
17. Discussed and considered possible action on the Mayor's Monthly Report. Mayor Kobelan announced that Paul Davis, the interim City Administrator submitted his resignation. His last day will be October 8th. Council thanked Paul for his efforts and everything he has done for the City of Piney Point Village.
18. Discussed and considered possible action on the City Administrator's Monthly Report, including but not limited to:
 - August 2021 Financials
19. Discussed and considered possible action on a quote for refreshing existing decomposed granite sidewalk on Wilding Lane, Dunsinane, and Quail Hollow. The City Engineer will confirm if the cost changes if the project is split up. Council Member Kollenberg made a motion to authorize the mayor to go forward with the public portions of this quote. Council Member Bender seconded the motion and it passed unanimously.
20. Discussed and considered possible action on the City Engineer's Monthly Report. The Engineer's Report for this month includes updates to the Wilding Lane Project and other various maintenance projects, and future projects.
21. Discussed and considered possible action of the Minutes for the Regular Session Meeting held on August 23, 2021. Council Member Herminghaus made a motion to approve the Minutes of the August 23, 2021 City Council Meeting. Council Member Bender seconded the motion and it passed unanimously.
22. Discussed and considered possible action on the November and December 2021 City Council Meeting dates. The November 22nd City Council Meeting is the week of Thanksgiving. The December 27th City Council Meeting is the week after the Christmas Holidays. The November 22nd City Council Meeting date was moved to November 15th and the December 27th City Council Meeting was moved to December 20th.
23. Discussed and considered possible action on any future agenda items, meeting dates, etc. Nothing was added.
24. EXECUTIVE SESSION: The City Council will adjourn into closed executive session pursuant to Section 551.071 of the Texas Government Code (Consultation with Attorney), and pursuant to Section 551.074 of the Texas Government Code (Personnel), specifically to deliberate the appointment, evaluation, reassignment, duties, discipline, or dismissal of the City Administrator.
Council adjourned into a closed session at 8:52 p.m.
Council reconvened into an open session at 9:14 p.m.
25. Proposed action when Executive Session is reconvened.
No formal action taken.

Council thanked Ecclesia for allowing the city to conduct the Public Hearings and City Council Meeting at the church once again.

26. **Adjourn**

Council Member Bender made a motion to adjourn. Council Member Herminghaus seconded the motion and it passed unanimously. The meeting adjourned at 9:15 p.m.

PASSED AND APPROVED this 25th day of October 2021.

Mark Kobelan
Mayor

Karen Farris
City Secretary