



# 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 SPECIAL COUNCIL MEETING MONDAY, NOVEMBER 15, 2021 6:30 PM

**NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE WILL HOLD A SPECIAL MEETING ON MONDAY, NOVEMBER 15, 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 amending the MVPD FY22 budget to increase the employer contribution of dependent health coverage from 50 percent to 75 percent.
3. Discuss and consider possible action on the Village Fire Department monthly report.
4. Discuss and consider possible action on authorizing the Village Fire Department to sell, auction, and or dispose of a 2005 utility trailer.
5. Discuss and consider possible action on Moody's issuer rating. The City of Piney Point Village no longer has any outstanding debt/bonds rated by Moody's, however; Moody's currently maintains an issuer rating for Piney Point Village that is not associated with any specific series of debt. Moody's can continue to

maintain the issuer rating if the city would like, or it can be withdrawn. If the City chooses to maintain the issuer rating it is associated with a \$3,000 annual fee.

6. Discuss and consider possible action on Kinkaid presentation.
7. Discuss and consider possible action on approving the renewal of the Interlocal Agreement with Harris County to house, support, maintain, and confine or detain city prisoners in Harris County Jails.
8. Discuss and consider possible action on the Public Management Proposal associated with the American Rescue Plan Act, Coronavirus Local Fiscal Recovery Fund.
9. Consider and take possible action to approve Piney Point Circle ROW Agreement.
10. Consider and take possible action to approve the ROW Agreement with Mr. and Mrs. Harrell for additional ROW needed on Piney Point Circle.
11. Consider and take action to approve Resolution No. 2021.11.15 authorizing eminent domain for Piney Point Circle.
12. 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.
13. Discuss and consider possible action on Resolution No. 2021.11.15A casting a ballot to fill the position on the Board of Directors of the Harris County Appraisal District, representing and to be filled by the cities, other than the City of Houston, participating in the appraisal district.
14. 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.
15. Discuss and consider possible action on the Mayor's Monthly Report.
  - Property tax revenues
16. Discuss and consider possible action on the City Administrator's Monthly Report, including but not limited to:
  - October 2021 Financials
17. Discuss and take possible action on proposal for professional engineering services for the South Piney Point Road 96-inch CMP Storm Sewer Replacement Project.
18. Discuss and take possible action on quotes for the 2021 Maintenance Project.

19. Discuss and take possible action on the approval of CenterPoint Energy Gas Line Improvement Plans along N. Piney Point Road at Williamsburg & Kingsworthy.
20. Discuss and take possible action on a right-of-way drainage plan submittal for 11321 Greenvale Drive.
21. Discuss and take possible action on the Engineer's Report.
22. Discuss and consider possible action on a revised landscape proposal from Westco to include pine bark mulch and irrigation checks. The annual cost would increase from \$115,800 to \$117,408.
23. Discuss and consider approval of the Minutes for the Regular Session Meeting held on October 25, 2021.
24. Discuss and consider possible action on any future agenda items, meeting dates, etc.
25. 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.
26. Discuss and consider possible action on items discussed in Executive Session.
27. Adjourn

### CERTIFICATION

I certify that a copy of the November 15, 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 November 12, 2021.



Karen Farris  
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

November 8, 2021

TO: MVPD Police Commissioners

FROM: R. Schultz, Chief of Police

REF: October Monthly Report

During the month of October MVPD responded/handled a total of 5,717 calls/incidents. 4,364 House watch checks were conducted. 481 traffic stops were initiated with 496 citations being issued for 830 violations. (Note: 17 Assists in Hedwig, 71 in Houston, 0 in Spring Valley and 0 in Hillshire)

*Calls/Events by Village were:*

Village	Calls/YTD	House Watches/YTD	Accidents	Citations	Response Time
Bunker Hill:	1983/25,702	1616/22,209	2	66/86/152	4@4:13
Piney Point:	1594/20,419	1227/16,954	3	73/107/180	1@3:05
Hunters Creek:	2018/30,687	1517/26,221	7	94/70/164	8@3:35
				Cites/Warn/Total	13@3:42

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

Call Type	#	Call Type	#	Citations	#
False Alarms:	173	Ord. Violations:	18	Speeding:	181
Accidents:	12	Information:	21	Exp. Registration:	140
ALPR Hits:	83	Suspicious Situations	128	No Ins:	78
Assist Fire:	52	Loud Party	24	No License	83
Assist EMS:	36	Welfare Checks:	9	Stop Sign	58

*This month the department generated a total of 73 police reports.  
 BH-16, PP-27, HC-30, HOU - 0*

Crimes Against of Persons (1)  
 Assault – Family Violence 1

Crimes Against Property (16)  
 Burglary of a Motor Vehicle 3

Theft felony 1  
 Fraud/ID 12

Petty/Quality of Life Crimes/Events (56)  
 ALPR Hits (valid) 8  
 Misc. Reports 19  
 Public Intoxication 2

Information Reports 10  
 Possession of CS 6  
 Warrants 11

Arrest Summary: Individuals Arrested (27)  
 Warrants 11  
 Class 3 Arrests 12  
 Felony 1

DWI 1  
 Public Intoxication 2

<u>Budget YTD:</u>	<u>Expense</u>	<u>Budget</u>	<u>%</u>
• Personnel Expense:	3,941,159	5,040,063	78.2%
• Operating Expense:	722,491	899,881	80.3%
• Total M&O Expenditures:	4,663,650	5,939,944	78.5%
• Capital Expenses:	169,829	169,500	100.2%
• Net Expenses:	4,833,480	6,109,444	79%

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

- Units 160 and 179 were sent to auction after their needed repairs were verified.
- Chief Schultz met with Chief's Gott and Evans to discuss overnight radio contingency plans and operations on October 27, 2021.

#### Personnel Changes/Issues/Updates

- Officer Nick Harwood and his wife had a new baby boy. The baby however has some medical needs and is in ICU. Officer Harwood has asked for an extended leave of absence.
- Officer Bracht submitted his notice of intent to retire in mid-November.
- Three dispatcher candidates failed background investigations. Failures were as a result of failure to disclose prior LE contacts, being let go from previous jobs and delinquent child support. Another applicant had an active warrant for his arrest and was declined.

#### Major/Significant Events

- October 6, 2021, the MVPD hosted a meeting of Detectives from nearby agencies. The participants discussed on-going cases along with emerging crime trends. The meeting was attended by US Postal Inspectors who shared information about active gangs involved in these crimes.
- MVPD officers attended the Chapelwood Scarecrow Community event on October 15<sup>th</sup>.
- On October 18<sup>th</sup> a repeat mail thief returned to the villages. The suspects' vehicle had been entered into the ALPR system and alerted officers. Upon stopping the vehicle, the suspect was found to be in possession of a concealed stolen firearm and a stolen license plate. The 28-year-old male suspect was arrested by MVPD officers.
- October 27<sup>th</sup> a repeat thief returned to the area and was identified by the ALPR system. Officers located and identified the suspect. The male was found to be a dog walker for a resident with a lengthy criminal record. The suspect did not cooperate and requested an attorney. He is a suspect in several trailer and golf cart thefts in the area.
- On October 31<sup>st</sup>. MVPD staff visited the Chapelwood Halloween Trunk or Treat Event and then held our own event at the MVPD. Approximately 150 people stopped by the MVPD and interacted with staff.

#### Status Update on any Major Projects

- MVPD initiated a new Door Hanger notification program where officers leave a door hanger behind at properties where officers address an issue, and no one is home. The hangers let the resident know that we addressed something at their home while they were away. This should help in situations where a resident sees an officer walking around their home on security cameras.
- The last of the MVPD gym equipment was delivered and installed.

V-LINC new registrations in October: +18

BH – 1419(+6)

PP – 1007 (+2)

HC – 1459 (+7)

Out of Area – 481 (+3)

## October VFD Assists

Calls received directly by MVPD via 911/3700

### Priority Events                      Average Response Times

Total – 6                                      3:39

Fire – 2                                        2:46

EMS – 4                                        4:06

### By Village

BH Fire – 1                                    2:00

BH EMS – 2                                   5:00

PP Fire – 0                                    0

PP EMS – 0                                   0

HC Fire -1                                    3:25

HC EMS -2                                    3:13

### Combined VFD Events (Priority + Radio)

Total – 53                                    4:35

Fire – 37                                      4:46

EMS – 16                                      4:32

### Radio Call Events

Total – 47                                    4:55

Fire- 35                                        3:43

EMS- 12                                        4:43

### Radio Call Events by Village

BH – 9                                         3:24

PP – 19                                        4:43

HC – 19                                        5:14



## 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	0:41:32				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	11:53:55			1	13
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	7:53:28				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	5:09:00			1	0
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	15:43:50			7	9
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	16:46:43			1	2
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	11:27:15				27
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	6:19:35				2
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	13:25:18			3	11
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	15:56:16			2	18
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	0:00:00				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	0:00:00				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	15:42:58			5	25
Kukowski, Andy									4:55:51	11:03:44			3	77
Lowrie, Andy				31:05:28	51:48:34	41:03:41	31:12:08	41:36:01	38:10:32	40:02:16			8	78
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	22:51:03				10
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	6:32:39				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	23:01:29			3	17
Ortega, Yesenia									0:00:00	43:45:37			6	42
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	0:06:50				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	11:16:58			2	30
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	9:02:54				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	0:13:07			6	33
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	1:10:04				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	43:45:37			11	7
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	0:00:00				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	8:19:02			1	6
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	9:51:01			2	14
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	21:22:56			2	22
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	15:07:42				5
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	15:33:19			4	18
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	12:53:41			3	22
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	35:03:04			2	8

\* = Admin Asmt.

t = temporary

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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	307			3178
3700 Phone Calls	2189	3536	2566	2301	2359	2490	2606	2585	2501	2268			25401
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	55:04:26			

\* 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	N541138	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	BUTT006	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/BMW'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	N573023	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 Od	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	BMWVX3	2	\$ 28,000.00	Fugitive	8-Oct
54	NHT2463	Chry300	8	\$ 22,500.00	Rental	10-Oct
55	Z958GU	Niss Alt	10	\$ 17,000.00		16-Oct
56	MXN4265	Toy Cam	22	\$ 18,000.00	Fugitive	19-Oct
57	JFL0108	Hon Acc	8	\$ 26,000.00	Fugitive	22-Oct
58	EVUU13	Hyun ELN	1	\$ 21,000.00	Fugitivesx2/mc	24-Oct
59	AE48785	Uhaul	Echo	\$ 48,000.00	Fugitive/Narc	28-Oct
60	KZP1231	Chev EQN	5	\$ 34,500.00		5-Nov
2021 Value				\$ 1,331,400.00		60
2020 Value				\$ 1,147,500.00	Recovered	61
2019 Value				\$ 438,000.00	Recovered	22
<b>Program Total</b>				<b>\$ 2,916,900.00</b>		<b>143</b>

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	
DKP0999	10/18/2021	Fug/Stolen Mail/Hotlist

**34 of 51 involved in other crimes = 68%**

**Firearm in vehicle**

INVESTIGATIVE LEADS						
103	NVK8808	Chev Tahoe	MDE Harrassment Case	SBISD	Solved	21-Jan
18	92350G3	Jeep Cherokee	Jugger 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	BMV Jugger		CID-Open2	27-Feb
Strey	LYN9642	Toy Cor	Package Thief		CID-Open	27-Feb
17	CNB1734	BLK F150	FSGI		ID's	3-Mar
24	960200	Blk Exped	Burg		Gypsys	27-Apr
26	11548U4	Ford PU	Burg		Gypsys	29-Apr
11	1065451	Ford PU	Burg		Gypsys	29-Apr
19	07316AB	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
12	GWS6988	Chev	Trailer Thief		Open	27-Oct

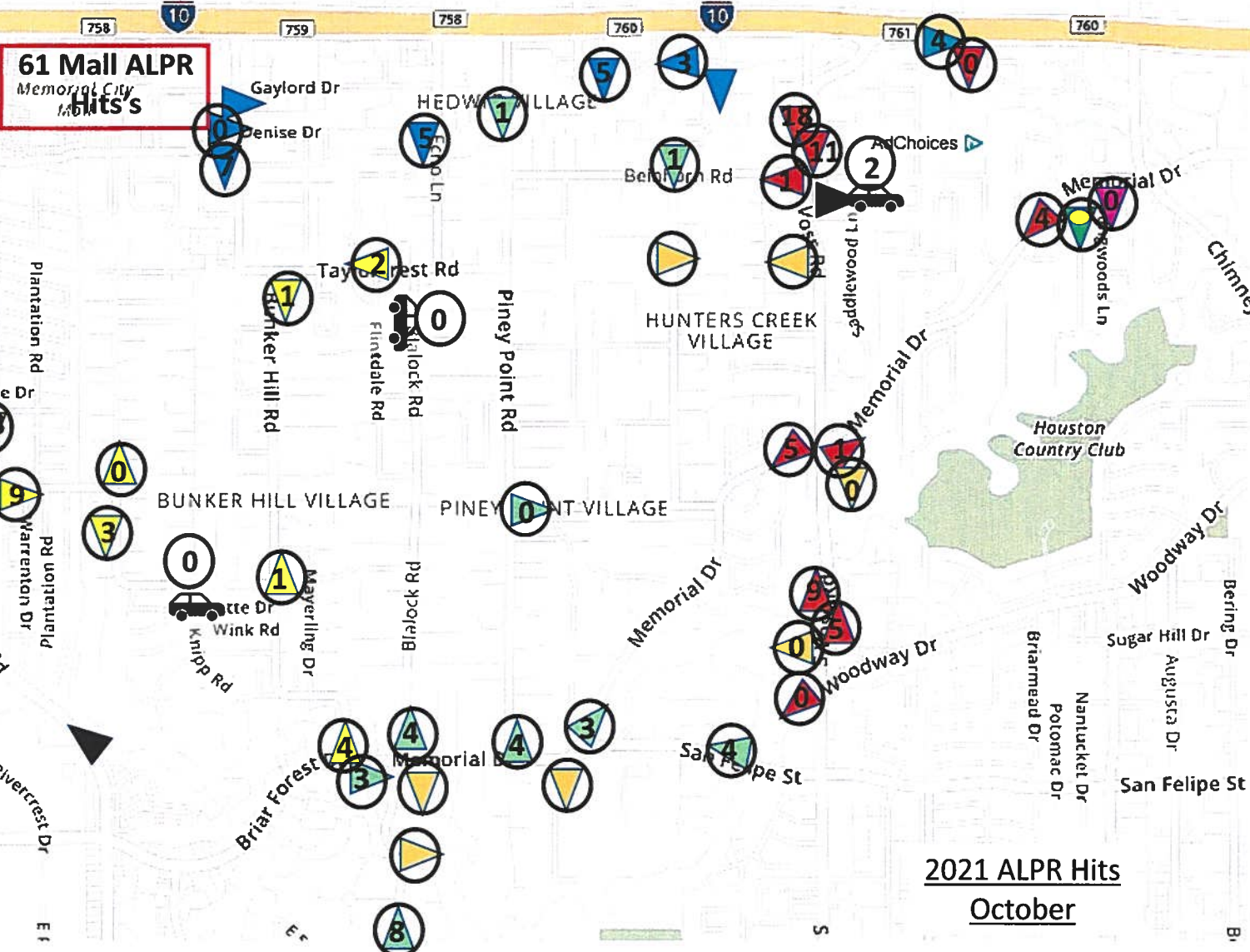
## Hits/Reads By Camera

1	13/252,160	17	5/147,582
2	9/113,176	18	1/107,928
3	0/0	19	18/337,857
4	4/151,082	20	11/392,461
5	1/95,398	21	5/87,356
6	2/84,038	22	9/357,040
7	3/100,737	23	4/231,057
8	8/265,763	24	4/108,663
9	0/66,770	25	1/66,753
10	3/114,692	26	1/32,546
11	0/33,666	29 Riverbend	0/4,890
12	3/80,196	Station	3/41,269
13	0/0	#172	0/8,935
14	1/84,839	Trailer	0/411
15	0/3,104	Strey	0/14,104
16	4/103,642		

Total Reads – 3,458,425

Unique Reads – 1,543,848

Hits- 176 - 6 Hit List- 113



**61 Mail ALPR**  
 Memorial City  
 Hits

Hedwig  
 ▼ (18)

Bunker Hill  
 ▼

Piney Point  
 ▼

Hunters Creek  
 ▼

Frequent  
 Mobile  
 Locations  
 🚗

(113) Total  
 Hits

Lindenwood  
 HOA  
 ▼

Longwoods  
 HOA  
 ▼

US Coins  
 ▼

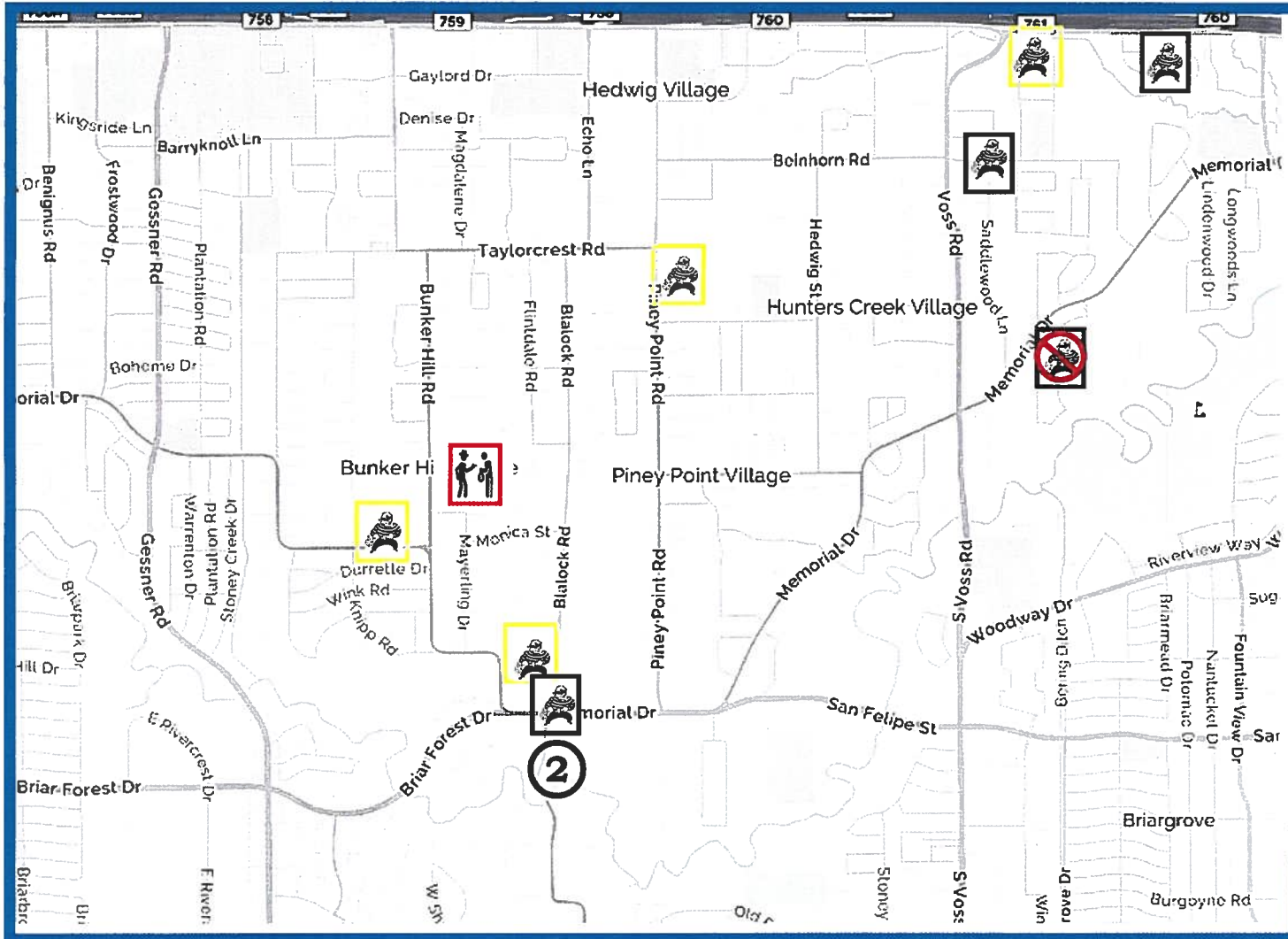
In Process  
 ▼

HOA  
 Systems  
 ▼

2021 ALPR Hits  
October

10/31/21





### 2021 Burglary Map

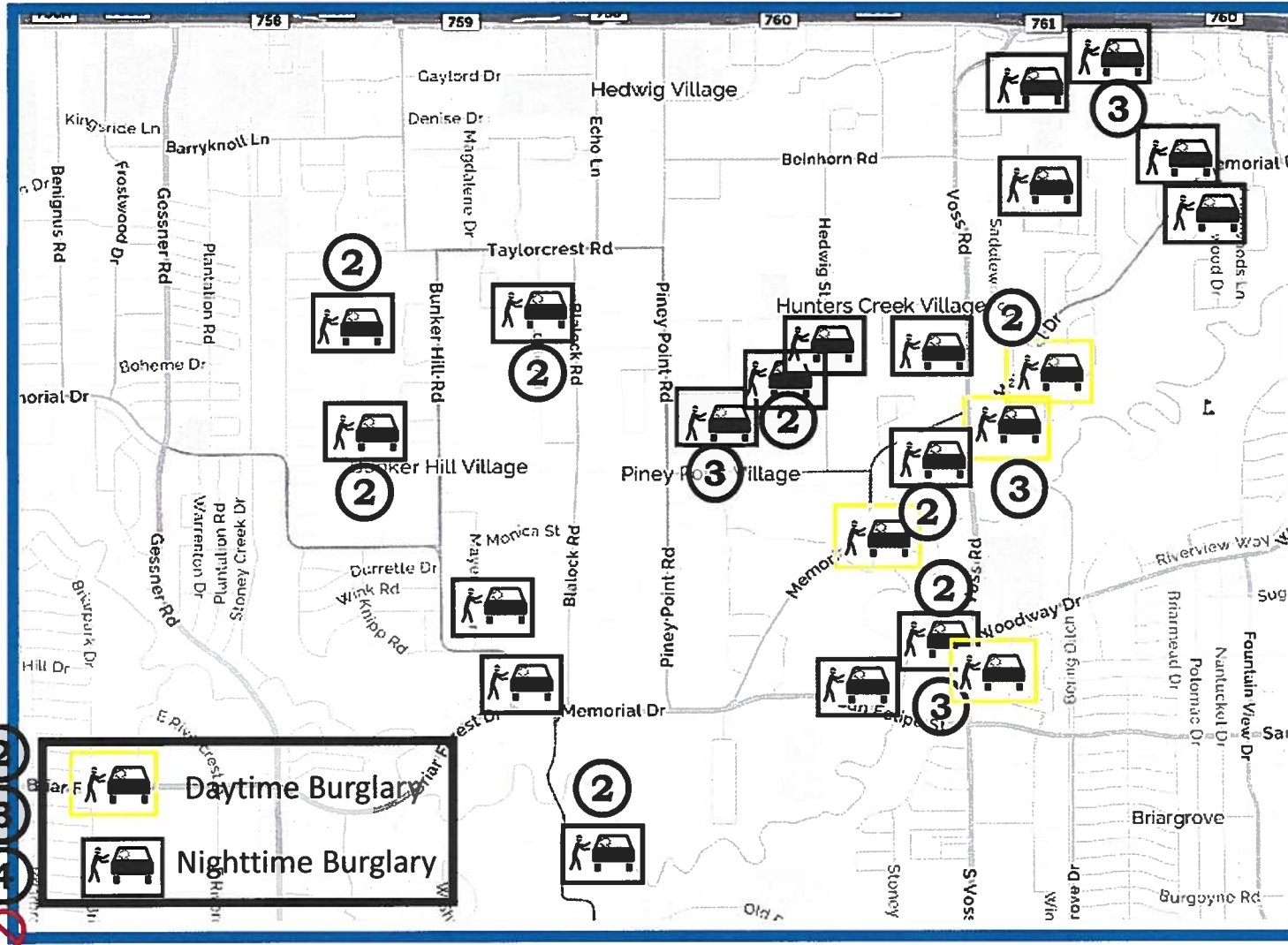
Address	Alarm	POE
302 Chapel Bell	No	Vacant (none)
10611 Tarleton	No	Side Door
11634 Blalock Ln	No	Ruse
618 Piney Point Rd	No	Ruse
11310 Smithdale	No	Veh in Carport
11612 Memorial	No	Open Door
11612 Memorial	No	Key in Door
8429 Katy Fwy	No	Smash Door
10903 Wickwild	Yes	Open Garage

### 2021 Robberies

Address	MO
11702 Greenbay	Walker

-  Daytime Burglary
-  Nighttime Burglary
-  Robbery

## 2021 Auto Burglary Map



Address	POE
10709 Memorial (jugging)	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
339 Hunters Trail	Side Win Smash
380 Piney Point	UNL Door
1 Windemere	UNL Door

# Plate Reads Summary

Total Plate Reads:  
3,458,425

Export

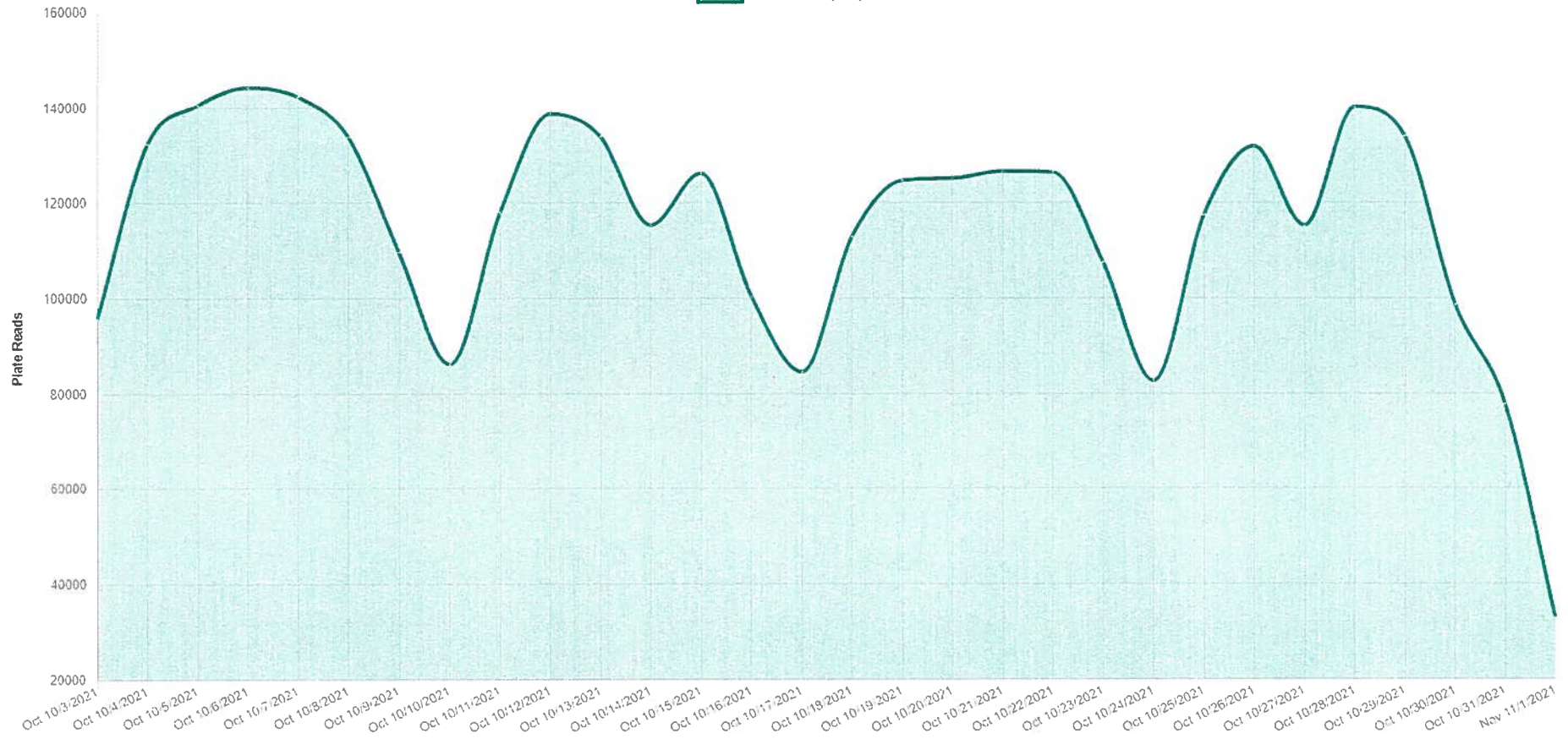


Oct 3 - Nov 1

Cameras (30) ▾

Search

Plate Reads By Day



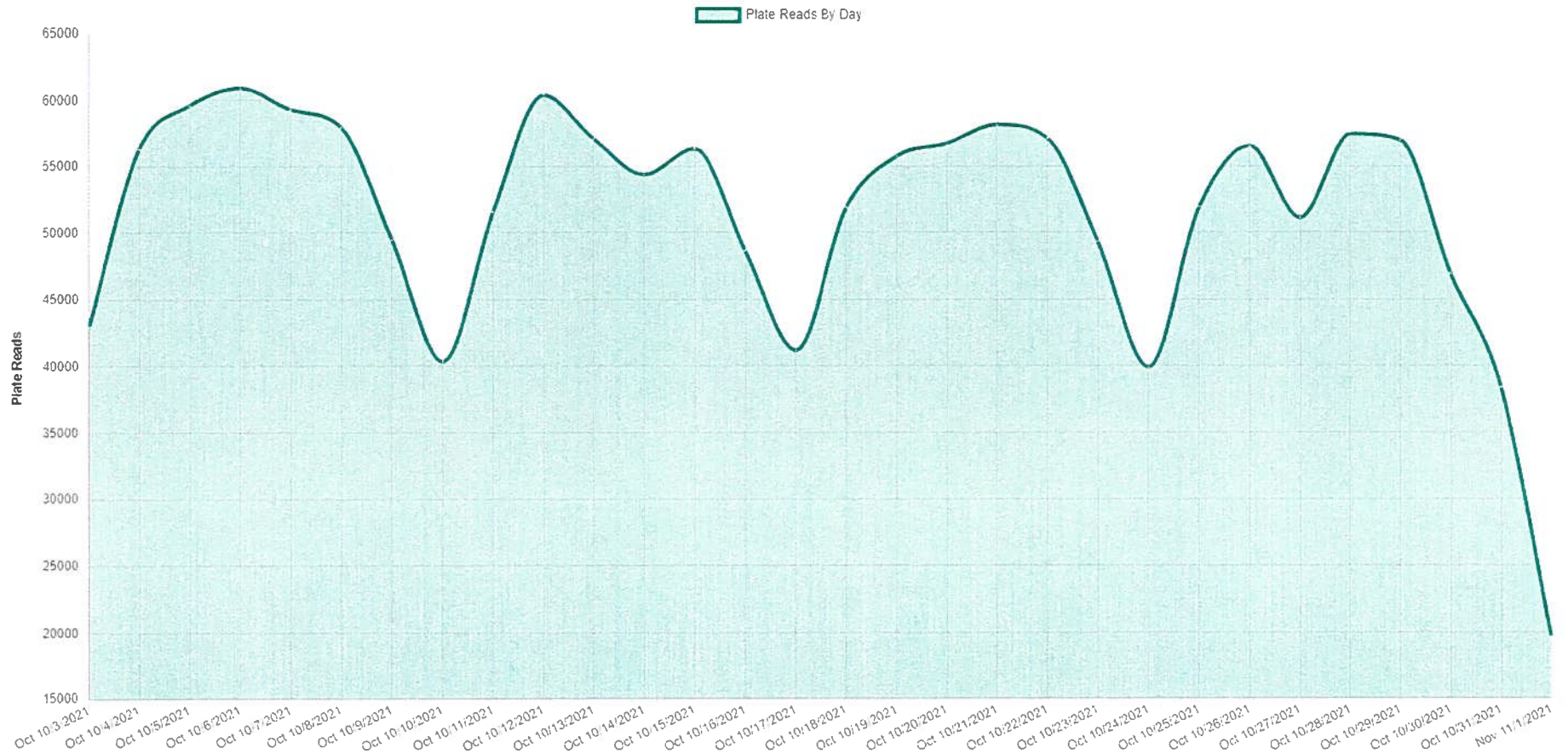
# Unique Plate Reads Summary

Total Unique Plate Reads:  
1,543,848

Export  Oct 3 - Nov 1

Cameras (30) ▾

Search





# Hits Report

Total Hits:  
176

All Categories

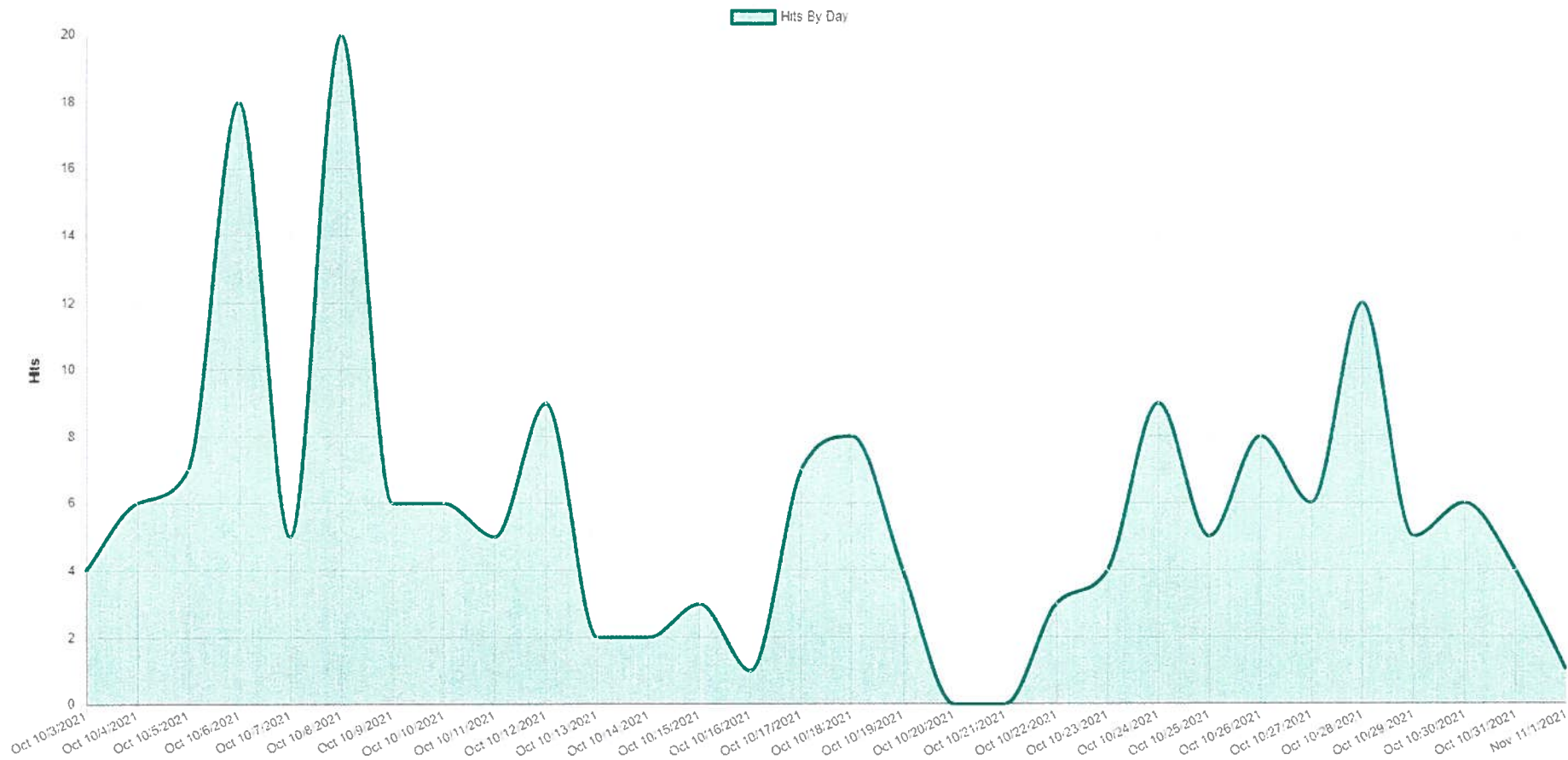
Export 

Oct 3 - Nov 1

Topics (14) ▾

Cameras (30) ▾

Search



# Hits Report

Total Hits:  
113

Top 6 Categories

Export

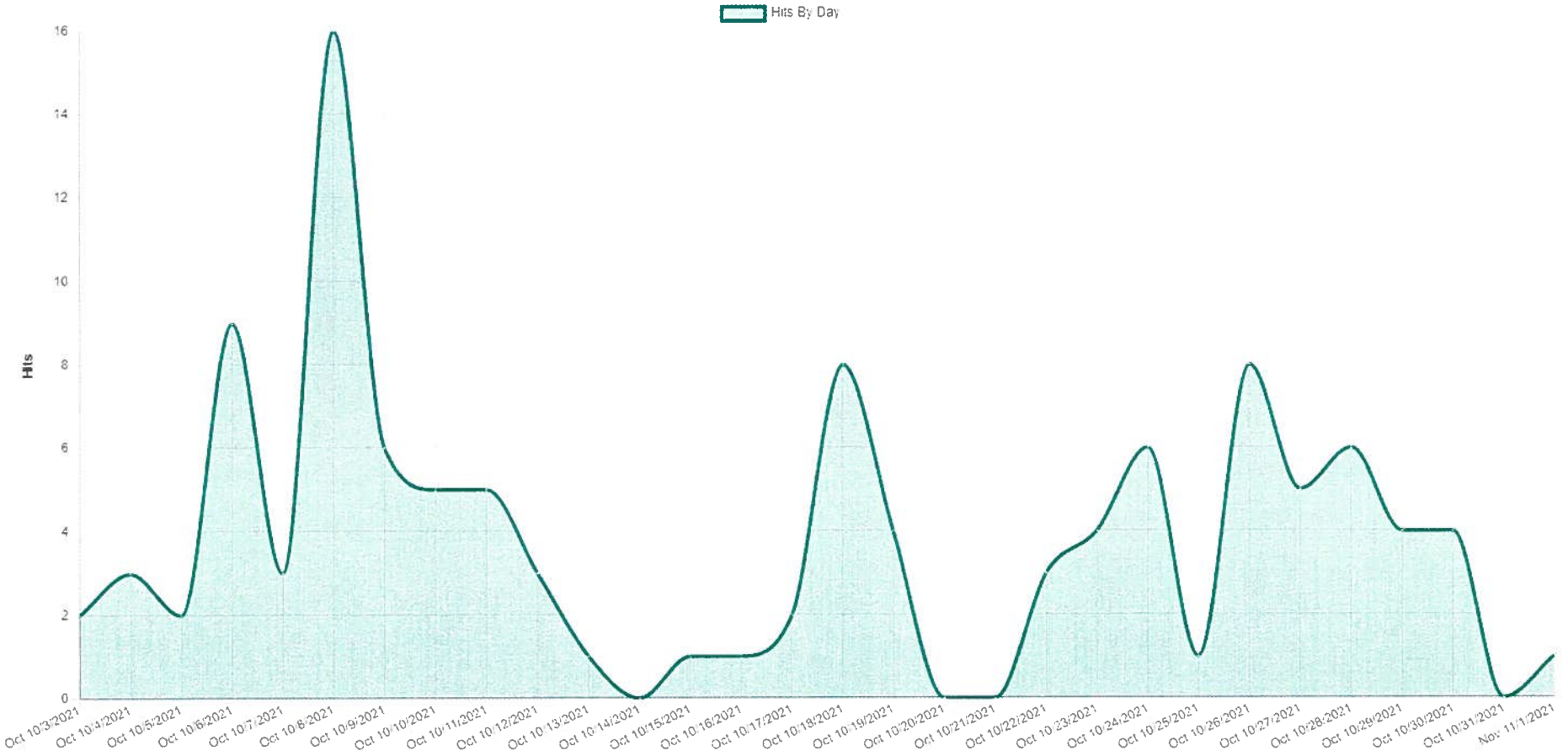


Oct 3 - Nov 1

Topics (6)

Cameras (30)

Search



# Hits Report

Total Hits:  
16

Sex Offenders

Export

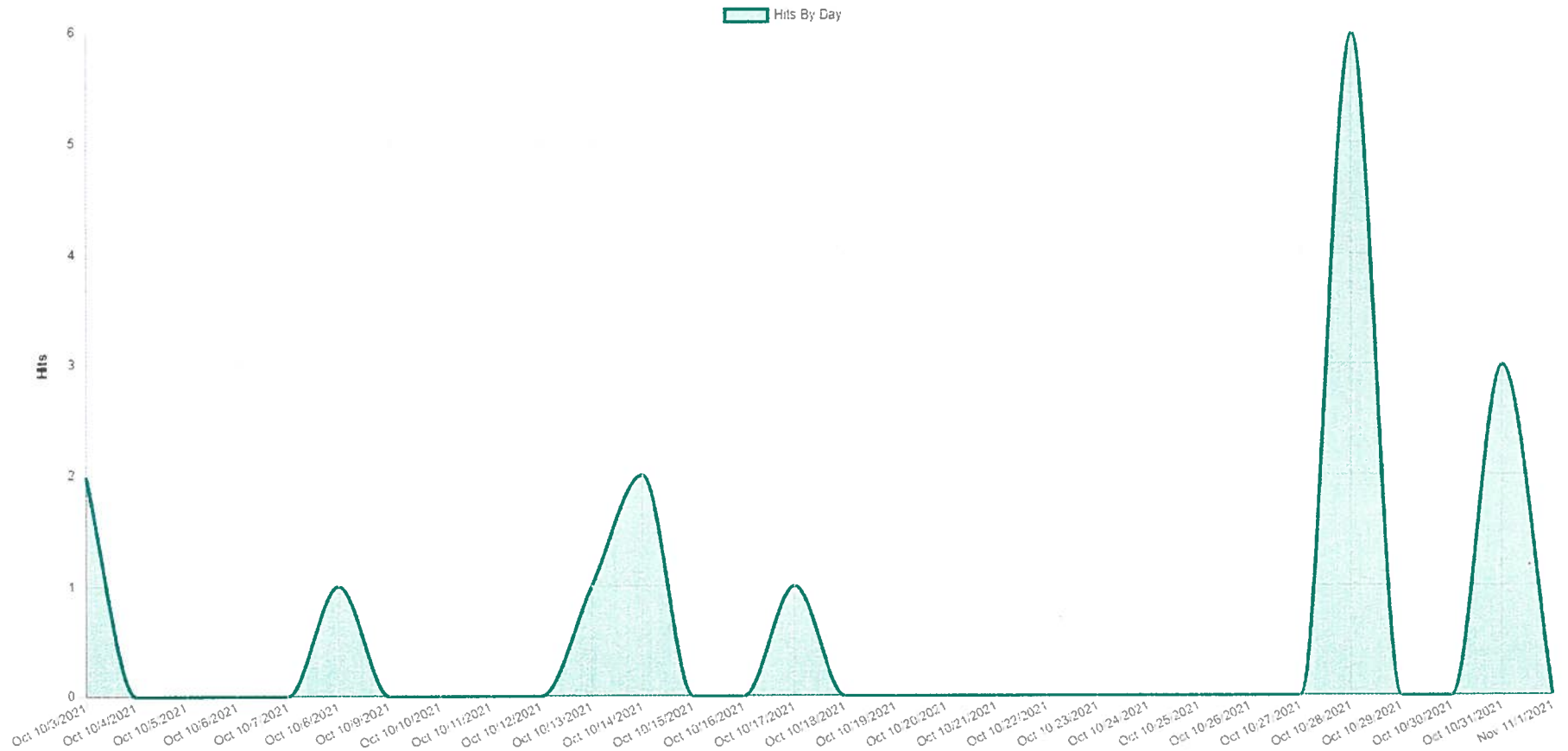


Oct 3 - Nov 1

Topics (1) ▾

Cameras (30) ▾

Search





## MEMORIAL VILLAGES POLICE DEPARTMENT NOTICE OF A REGULAR MEETING

Notice is hereby given of a Regular Meeting of the Board of Commissioners of the Memorial Villages Police Department, a combined police department of the Cities of Bunker Hill Village, Hunters Creek Village and Piney Point Village, Texas, to be held at 6:00 PM on November 8, 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. Approval of Minutes - Update, discussion and possible action.
  1. Approval of October 13, 2021, Meeting Minutes.
- c. Financial Report - Update, discussion and possible action.
  1. FY21 Budget Review and Discussion.
- d. New Business - Discussion and possible action.
  1. Consideration and possible action on the matter of an employee benefit survey or analysis to be performed by a third party.
  2. Consideration of and planning for long term capital projects for the Department.
  3. Discussion and consideration of unified dispatching services for MVPD and other agencies.
  4. Consideration and possible action on matters related to the MVPD employee health insurance plan.
- 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. Status of current job openings.
- g. Executive Session - It is anticipated that all, or a portion of the discussion of the following item will be conducted in closed executive session under authority of the Texas Open Meetings Act. However, no action will be taken on this item until the Commission reconvenes in open session.
  1. Legal advice from the Commission's attorney regarding pending claims against the Department.

2. Legal advice and discussion of personnel matters.

- h. Suggestions for future agenda items - Discussion of the agenda for the next Commission meeting and the meeting schedule.

Adjournment

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

  
Raymond Schultz, Chief of Police  
Memorial Villages Police Department

POSTED: 10/28/2021 @ 11981 Memorial Drive at 11:00 a.m.  
(date) (time)

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

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

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

Chief of Police Raymond Schultz

Legal Counsel John Hightower

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



## MEMORIAL VILLAGES POLICE DEPARTMENT

### Minutes of the Police Commission Meeting

**October 13, 2021, 6:03 p.m.**

A quorum was established, and Commissioner Huguenard called the October 13th, 2021, meeting to order at 6:03p.m. via. Zoom Teleconference, the toll-free number used for the meeting was 1-346-248-7799.

In attendance were:

**From the Commission:**

City of Piney Point

Commissioner Huguenard  
Commissioner Southwick  
Alt. Commissioner Ebeling

City of Hunters Creek

Commissioner Hamilton  
Commissioner Johnson  
Alt. Commissioner Reichek

City of Bunker Hill

Commissioner Smyre  
Commissioner Rosenbaum  
Alt. Commissioner Murphy

**Legal Counsel**

John Hightower/ Kaela Olson

**Absent:**

**From Memorial Village PD**

Chief of Police, Raymond Schultz  
Finance Manager, Victoria Bowman  
HR/Office Manager, Maureen Loud

**Guests**

Officer Andrew Kukowski  
Officer Yesenia Ortega

## MINUTES

At 6:03 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 Police Officer Kukowski who comes to us from Dayton, Minnesota and Police Officer Ortega who comes from Bellaire P.D. Both officers were sworn in by Commissioner Huguenard.

**c. Approval of Minutes**

Motion was made by Commissioner Southwick and seconded by Commissioner Hamilton to approve the September 20, 2021, minutes as presented. The Commission voted unanimously to approve the minutes.

**d. Financial Report**

Mrs. Bowman presented the financial report. At the completion of the third quarter the department has received 83% of its appropriation and expended 72%. We are on trend with prior year third quarter spending.

The Gas, Oil and Vehicle Maintenance categories have exceeded the line-item appropriation. The Department is projected to end the year within budget. We received the reward letter from FEMA and are expecting to receive \$14K in reimbursements for overtime costs that were incurred during the winter storm. Four vehicles were sold at auction during September, and we received \$43,986 which has been placed in the vehicle replacement fund.

Chief Schultz reported two vehicles unexpectedly need costly repairs.

**e. New Business**

1. MVPD Vehicle Funding Options – Status of Fuel Tanks.

Unit 160 and unit 179 need significant repairs, and the estimate is \$3,800 for one vehicle and \$2,700 for the other. We have allocations in the 2022 budget for new vehicles, and given vehicle delivery delays, the Department would like to move forward with ordering the new vehicles and selling the old vehicles.

Motion was made by Commissioner Southwick and seconded by Commissioner Smyre to authorize Chief Schultz to sell the two vehicles, units 160 and 179 at auction. The Commission voted unanimously to approve the motion.

2. Acceptance of Electric-Assist Police Bicycle.

MVPPF gifted us with an electric-assist police bicycle and Chief Schultz requested that the Commission allow us to accept this gift.

Motion was made by Commissioner Southwick and seconded by Commissioner Smyre to accept the donation of the electric-assist bicycle from the MVPPF. The Commission voted unanimously to approve the motion.

#### **f. Chief's Update**

Chief Schultz presented his monthly report. Top calls for service are False Alarms. We had 7,050 calls/incidents, 5,739 House watches, 389 traffic stops with 415 citations being issued for 675 violations. The average response time was 4:17. We had 33 new V-LINC registrations.

The environment for hiring is challenging nationwide, but we have been fortunate in recruiting sworn officers. We are struggling to hire in dispatch. While we do everything, we can to address that issue, our dispatchers are working lots of overtime and getting burned out, so we have assigned officers to help support the dispatch. We will have one expert dispatcher and then the second person will be an officer on Thursday-Saturday to help. We have no other option so have to do this, in four-hour blocks at a time. Jennifer Sachs will be the training officer. This is a temporary situation.

We have approached other departments to consider combining the centers to address all the 9-1-1 calls coming into all the agencies. A unified dispatch center has been discussed previously and some departments are not open to it, but we may have to do this at some point in time.

Chief Schultz handed out the MVPD door hangers which we have started utilizing in the villages.

#### **g. Follow Up Item from a Previous Meeting**

1. Consider modifications of the employees' dependent health care coverage.
2. Status of current job openings.
3. Employee Survey Results.

Chief Schultz reported on the results of the employee survey, which showed that after take-home pay, health insurance was the top concern. The top item on the employees' wish list was a change in the health care coverage to include 75% of dependent care. The employees are aware that other local departments are covering 75%. The cost to cover 75% of employee dependent health care is roughly \$22,000, assuming the health care cost increase for 2022 is 15%.

Motion was made by Commissioner Johnson and seconded by Commissioner Hamilton to approve the move to 75% from 50% for dependent health care coverage. The motion passed by a vote of 5 to 1, with Commissioner Smyre voting no.

#### **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.

The Police Commission adjourned into Executive Session at 7:33 p.m. and reconvened at 7:45p.m. no action was taken during Executive Session,



**i. Suggestions for future agenda items**

Motion was made by Commissioner Southwick and seconded by Commissioner Reichel to adjourn the meeting at 7:48p.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*

---

November 4, 2021

Submitted for your review is the FY21 Budget Performance Report and accompanying documents as of October 31, 2021. With two months remaining in the fiscal year, the Department has received 92% of its appropriation and has expended 79%. At this point last year, the Department expended 80%.

The Department is currently projected to expend 96% of the appropriation. There are a few line items expected to exceed the budgeted appropriation. As done in prior years, a budget amendment will be submitted to reallocate funding from available line items to cover the deficits.

**Memorial Villages Police Department  
General Fund**

**For the ten months ended October 2021**

89.33% 84.62%

DESCRIPTION	ADOPTED BUDGET	ACTUAL	DIFF	% Executed	Forecasted Annualized 12/31/21	Projected Saving / (Deficits)	% Forecasted
<b>Expenditures</b>							
100 Regular Wages	3,679,271	2,946,421	732,850	80.08%	3,643,935	35,336	99%
110 Overtime	125,000	88,341	36,659	70.67%	104,403	20,597	83.5%
115 Court/Bailiff OT	12,000	506	11,494	4.22%	607	11,393	5%
120 Retirement	450,483	364,832	85,651	81%	435,893	14,590	96.8%
125 457b Employer contribution	32,869	31,538	1,331	96%	31,538	1,331	96.0%
130 Health Insurance	592,828	394,300	198,528	66.51%	470,624	122,204	79%
140 Workers Compensation	70,500	54,250	16,250	76.95%	64,313	6,187	91.2%
150 Life/LTD	21,709	15,652	6,057	72.10%	18,913	2,797	87%
160 Medicare/SS	55,403	45,317	10,086	81.80%	53,556	1,847	96.7%
<b>Personnel Services</b>	<b>5,040,063</b>	<b>3,941,159</b>	<b>1,098,904</b>	<b>78.2%</b>	<b>4,823,783</b>	<b>216,280</b>	<b>95.7%</b>
200 Auto	41,100	20,747	20,353	50.5%	23,386	17,714	57%
210 General Liability	720	245	475	34.0%	348	372	48.4%
220 Public Official Bond	960	707	253	73.6%	848	112	88%
230 Professional Liability	21,400	15,550	5,850	72.7%	20,149	1,251	94.2%
240 Real & Personal Property	8,000	6,153	1,847	76.9%	7,499	501	94%
<b>Total Other Insurance</b>	<b>72,180</b>	<b>43,402</b>	<b>28,778</b>	<b>60.1%</b>	<b>52,231</b>	<b>19,949</b>	<b>72.4%</b>
300 Gas & Oil	70,500	87,981	(17,481)	124.8%	117,650	(47,150)	167%
310 Maintenance	35,000	36,860	(1,860)	105.3%	44,232	(9,232)	126.4%
320 Tires	7,000	2,514	4,486	35.9%	3,017	3,983	43%
330 Damage Repair	10,000	2,134	7,866	21.3%	2,561	7,439	25.6%
<b>Maintenance &amp; Misc.</b>	<b>122,500</b>	<b>129,489</b>	<b>(6,989)</b>	<b>105.7%</b>	<b>167,460</b>	<b>(44,960)</b>	<b>136.7%</b>
400 General Maintenance	25,000	19,442	5,558	77.8%	23,331	1,669	93%
410 Janitorial Services	21,000	17,000	4,000	81.0%	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%
<b>Total Building</b>	<b>62,000</b>	<b>44,246</b>	<b>17,754</b>	<b>71.4%</b>	<b>57,081</b>	<b>4,919</b>	<b>92.1%</b>
500 Computers	13,000	9,867	3,133	75.9%	13,000	0	100%
510 Postage/Postage Machine	1,100	645	455	58.6%	774	326	70.4%
520 Stationery/Expendables	15,000	13,826	1,174	92.2%	16,592	(1,592)	111%
530 Bank Finance Charges	550	439	111	79.8%	527	23	95.7%
540 Payroll	17,400	14,891	2,509	85.6%	17,400	0	100%
<b>Total Office</b>	<b>47,050</b>	<b>39,669</b>	<b>7,381</b>	<b>84.3%</b>	<b>48,292</b>	<b>(1,242)</b>	<b>102.6%</b>
600 Telephone	36,003	30,653	5,350	85.1%	38,174	(2,171)	106%
310 Electric	20,000	10,522	9,478	52.6%	12,626	7374	63.1%
620 Water/Sewer	5,320	2,564	2,756	48.2%	5,128	192	96%
630 Natural Gas	600	526	74	87.7%	600	0	100.0%
<b>Total Utilities</b>	<b>61,923</b>	<b>44,265</b>	<b>17,658</b>	<b>71.5%</b>	<b>56,528</b>	<b>5,395</b>	<b>91.3%</b>
700 Equipment Maint Contracts	118,340	91,874	26,466	77.6%	118,340	0	100%
710 SETCIC fees	3,600	3,003	597	83.4%	3,100	500	86.1%
720 Legal/Professional	55,000	42,326	12,674	77.0%	52,591	2,409	96%
730 IT Services	101,850	83,736	18,114	82.2%	101,605	245	99.8%
740 Software Maintenance Contracts	56,202	43,835	12,367	78.0%	56,202	0	100%
<b>Total Contract Services</b>	<b>334,992</b>	<b>264,774</b>	<b>70,218</b>	<b>79.0%</b>	<b>331,838</b>	<b>3,154</b>	<b>99.1%</b>
800 Accreditation	1,200	1,200	0	100.0%	1,200	0	100%
810 Uniforms	30,500	30,853	(353)	101.2%	37,024	(6,524)	121.4%
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%	4,713	787	85.7%
835 Tasers	15,000	10,254	4,746	68.4%	10,254	4,746	68%
840 Training & Prof Dues	58,000	27,731	30,269	47.8%	33,278	24,722	57.4%
850 Travel	9,000	3,614	5,386	40.2%	4,336	4,664	48%
860 Recruiting Costs	5,000	16,604	(11,604)	332.1%	(11,604)	16,604	-232.1%
870 Criminal Investigations	3,500	2,516	985	71.9%	2,716	785	78%
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%
<b>Storm Related Expenditures</b>		<b>18,523</b>			<b>18,523</b>		
<b>Total Office</b>	<b>199,236</b>	<b>156,648</b>	<b>42,589</b>	<b>78.6%</b>	<b>146,856</b>	<b>70,902</b>	<b>73.7%</b>
<b>TOTAL GENERAL</b>	<b>5,939,944</b>	<b>4,663,650</b>	<b>1,276,294</b>	<b>78.5%</b>	<b>5,684,069</b>	<b>274,397</b>	<b>95.7%</b>

**Memorial Villages Police Department  
Vehicle Replacement**

For the ten months ended October 2021

83.33%

Prior Year Cash Carryover	27,608.11						
FY21 Sale of vehicles	43,986.00						
FY21 Assessment collected to date	140,250.00				FY21 Assessment remaining	12,750.00	
FY21 Interest earned to date	165.85						
FY21 Expenditures	(153,000.00)						
FY21 A/P	-						
Cash Balance @ 10/31/21	<b>38,722.71</b>						

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%
<b>Vehicle Replacement costs covered by carryover</b>		<b>20,287</b>					

**Memorial Villages Police Department  
Special Capital Assets**

For the ten months ended October 2021

83.33%

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	487.65						
FY21 Expenditures	(16,829.39)						
Cash Balance @ 10/31/21	<b>132,789.00</b>						

DESCRIPTION	ADOPTED BUDGET	ACTUAL	DIFF	% Executed	Forecasted Annualized 12/31/21	Projected Saving / (Deficits)	% Forecasted
<i>Expenditures</i>							
2880 Capital Projects	16,500	16,829	(329)	0.0%	16,855	(355)	0.0%
Total Capital Items	16,500	16,829	(329)	0.0%	16,855	(355)	0.0%
<b>Total Vehicle and Capital Fund</b>	<b>169,500</b>	<b>169,829</b>	<b>(329)</b>	<b>100.2%</b>	<b>169,855</b>	<b>(355)</b>	<b>100%</b>

**Memorial Villages Police Department**

DESCRIPTION	ADOPTED BUDGET	ACTUAL	DIFF	% Executed	Forecasted Annualized 12/31/21	Projected Saving / (Deficits)	% Forecasted
GENERAL FUND	5,939,944	4,663,650	1,276,294	79%	5,684,069	274,397	96%
VEHICLE & CAPITAL FUNDS	169,500	169,829	0	100%	169,855	(355)	100%
<b>TOTAL BUDGET</b>	<b>6,109,444</b>	<b>4,833,480</b>	<b>1,276,294</b>	<b>79%</b>	<b>5,853,924</b>	<b>274,042</b>	<b>96%</b>

**MEMORIAL VILLAGES POLICE DEPARTMENT  
PROJECTED CASH BALANCE  
31-Oct-21**

8 Nov21

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

Cash collected for FY21 @ 10/31/21	5,702,322.41
Estimated Expenditures (Oct 21)	4,833,479.86
Estimated cash on hand @ 10/31/21 for FY21 activities	868,842.55

**Cash Balances@ 10/31/21:**

Health Benefits	5,755.32
General	901,726.97
Vehicle Replacement	38,722.71
Dare Fund	11,540.05
Special Capital Assets	
Actual cash balance @ 10/31/21 all accounts	<b>1,090,534.05</b>

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	5,444,949	5,452,450	7,501	5,939,944
GENERAL FUND EXPENDITURES		4,663,650		
<b>GENERAL FY 21 REVENUES OVER EXPENDITURES</b>		788,800		
VEHICLE REPLACEMENT REVENUES	140,250	184,402	44,152	153,000
VEHICLE REPLACEMENT EXPENDITURES		153,000		
<b>VEHICLE FY 21 REVENUES OVER EXPENDITURES</b>		11,115		
SPECIAL CAPITAL ASSETS REVENUES	16,500	65,471	48,971	16,500
CAPITAL EXPENDITURES		16,829		
<b>CAPITAL FY 21 REVENUES OVER EXPENDITURES</b>		48,641		
COMBINED REVENUES	5,601,699	5,702,322	100,623	6,109,444
COMBINED EXPENDITURES		4,833,480		
<b>COMBINED FY 21 NET REVENUES / EXPENDITURES</b>		868,843		
Formal reserves:				
		DARE		\$11,540
		VEHICLE REPLACEMENT		\$38,723
		SPECIAL CAPITAL ASSETS		\$132,789
		WORKING CAPITAL		\$60,000
		STATE TRAINING FUNDS		\$4,572
				<u>\$247,624</u>



**TO:** Council Members of the City of Bunker Hill Village  
Council Members of the City of Hunter's Creek Village  
Council Members of the City of Piney Point Village

**FROM:** Raymond Schultz, Chief of Police

**DATE:** November 9, 2021

**SUBJECT:** FY 2022 Budget Amendment Request

**Synopsis:**

Request to amend the FY22 budget to increase the employer contribution of dependent health coverage from 50 percent to 75 percent.

**Budget Impact:**

It is estimated that providing the increased coverage will increase the FY 2022 budgetary need by \$60,000.

**Discussion:**

The Board of Police Commissioners approved increasing the employer contribution of dependent health coverage from 50 percent to 75 percent to mirror coverage offered to employees of Village Fire Department. It is estimated that if the current rate of coverage increases by 15% during the bidding process conducted in January 2022, it will have a budgetary impact of \$60,000.

**Recommendation:**

Staff recommends that we move forward with increasing the FY 2022 Adopted budget by \$60,000, resulting in additional \$20,000 appropriation from each Village. Any surplus determined after the completion of the annual audit will be returned to the respective Villages.



# FY22 Budget Amendment

Requesting an amendment to the FY22 of \$60,000 to line item 130 (Health Insurance)

- This will allow the department to provide healthcare using an HSA Health Plan at a 75/25 coverage cost split of the dependent premiums with the employee
- Align our benefit options similar to neighboring sister agencies
- Allow the MVPD to remain competitive with other agencies in hiring and retention of employees
- Address one of the top concerns of employees and their families – The cost of Healthcare

Note: It is projected that MVPD will return approximately \$274,000 to the cities for the current fiscal year.

# Memorial Villages Police Department

## FY22 ADOPTED BUDGET

GENERAL FUND		
Acct. No	Category	2022 ADOPTED
<b>100</b>		
100	Salaries	3,785,751
110	Overtime	125,000
115	Court/Bailiff	10,000
120	Retirement	459,268
125	475b contribution	62,870
130	Health Insurance	565,314
140	Workers Compensation - TML	75,000
150	Life/LTD	21,982
160	Medicare	56,911
	<b>TOTAL PERSONNEL/BENEFITS</b>	<b>5,162,098</b>
<b>200</b>		
	<b>TML INTERGOVERNMENTAL RISK POOL</b>	
200	Auto	27,500
210	General Liability	400
220	Public Official Bond	900
230	Professional Liability	21,000
240	Real & Personal Property	9,600
	<b>TOTAL OTHER INSURANCE</b>	<b>59,400</b>
<b>300</b>		
300	Gas and Oil	81,000
310	Fleet maintenance	40,000
320	Tires	7,000
	Damage Repair	10,000
	<b>TOTAL FLEET MAINTENANCE</b>	<b>138,000</b>
<b>400</b>		
400	General/Building Maintenance	30,000
410	Janitorial Services	21,000
420	Jail	1,000
430	Building Furnishings	15,000
	<b>TOTAL BUILDING</b>	<b>67,000</b>
<b>500</b>		
500	Computers	13,000
510	Postage/postage machine	1,300
520	Office Supplies	15,000
530	Bank/Finance Service Chgs	550
540	Payroll Services	17,900
	<b>TOTAL OFFICE</b>	<b>47,750</b>



## Memorial Villages Police Department FY22 ADOPTED BUDGET

<b>600</b>		
600	Telephone	40,606
610	Electric	20,000
620	Water/Sewer	5,500
630	Natural Gas	600
	<b>TOTAL UTILITIES</b>	<b>66,706</b>
<b>700</b>		
700	Equipment Maint. Contracts	135,950
710	SETCIC fees	3,600
720	Legal/Professional	80,660
730	IT Services	102,050
740	Software Maintenance Contracts	59,200
	<b>TOTAL CONTRACTS/SERVICES</b>	<b>381,460</b>
<b>800</b>		
800	Accreditation	1,200
810	Uniforms	30,500
820	Radio parts and labor	33,036
830	Firearms Trng and Ammo	6,500
	Tasers	15,000

### GENERAL FUND CONTINUED

Acct. No	Category	2022 ADOPTED
840	Training & Prof. Dues	58,000
850	Travel	7,000
860	Recruiting Costs	5,000
870	Criminal Investigations (CID)	3,500
880	Contingency - Miscellaneous	25,000
892	Small Equipment	14,100
	COVID expenditures	
	<b>TOTAL OPERATIONS</b>	<b>198,836</b>
	<b>TOTAL M&amp;O</b>	<b>6,121,250</b>

### OTHER FUNDS

Acct. No	Category	2022 ADOPTED
<b>1000</b>		
1000	Auto Replacement	160,000
	Rifle Locking System	
	AEDs	
	<b>TOTAL VEHICLE REPLACEMENT</b>	<b>160,000</b>

## Memorial Villages Police Department FY22 ADOPTED BUDGET

<b>2000</b>		
2880	Capital Projects Contingency	
	Radar message board	
	12TB Dato and Replacement Server	18,000
	<b>TOTAL SPECIALCAPITAL ASSETS</b>	<b>18,000</b>
	<b>TOTAL OTHER FUNDS</b>	<b>178,000</b>
	Category	2022 ADOPTED
	<b>GENERAL FUND</b>	<b>6,121,250</b>
	<b>OTHER FUNDS</b>	<b>178,000</b>
	<b>COMBINED TOTALS</b>	<b>6,299,250</b>

# Memorial Villages Police Department

## FY22 AMENDMENT PROPOSAL

GENERAL FUND		
Acct. No	Category	2022 AMENDED REQUEST
<b>100</b>		
100	Salaries	3,785,751
110	Overtime	125,000
115	Court/Bailiff	10,000
120	Retirement	459,268
125	475b contribution	62,870
130	Health Insurance	625,314
140	Workers Compensation - TML	75,000
150	Life/LTD	21,982
160	Medicare	56,911
	<b>TOTAL PERSONNEL/BENEFITS</b>	<b>5,222,098</b>
<b>200</b>		
	<b>TML INTERGOVERNMENTAL RISK POOL</b>	
200	Auto	27,500
210	General Liability	400
220	Public Official Bond	900
230	Professional Liability	21,000
240	Real & Personal Property	9,600
	<b>TOTAL OTHER INSURANCE</b>	<b>59,400</b>
<b>300</b>		
300	Gas and Oil	81,000
310	Fleet maintenance	40,000
320	Tires	7,000
	Damage Repair	10,000
	<b>TOTAL FLEET MAINTENANCE</b>	<b>138,000</b>
<b>400</b>		
400	General/Building Maintenance	30,000
410	Janitorial Services	21,000
420	Jail	1,000
430	Building Furnishings	15,000
	<b>TOTAL BUILDING</b>	<b>67,000</b>
<b>500</b>		
500	Computers	13,000
510	Postage/postage machine	1,300
520	Office Supplies	15,000
530	Bank/Finance Service Chgs	550
540	Payroll Services	17,900
	<b>TOTAL OFFICE</b>	<b>47,750</b>

# Memorial Villages Police Department

## FY22 AMENDMENT PROPOSAL

<b>600</b>		
600	Telephone	40,606
610	Electric	20,000
620	Water/Sewer	5,500
630	Natural Gas	600
	<b>TOTAL UTILITIES</b>	<b>66,706</b>
<b>700</b>		
700	Equipment Maint. Contracts	135,950
710	SETCIC fees	3,600
720	Legal/Professional	80,660
730	IT Services	102,050
740	Software Maintenance Contracts	59,200
	<b>TOTAL CONTRACTS/SERVICES</b>	<b>381,460</b>
<b>800</b>		
800	Accreditation	1,200
810	Uniforms	30,500
820	Radio parts and labor	33,036
830	Firearms Trng and Ammo	6,500
	Tasers	15,000

### GENERAL FUND CONTINUED

Acct. No	Category	2022 AMENDED REQUEST
840	Training & Prof. Dues	58,000
850	Travel	7,000
860	Recruiting Costs	5,000
870	Criminal Investigations (CID)	3,500
880	Contingency - Miscellaneous	25,000
892	Small Equipment	14,100
	COVID expenditures	
	<b>TOTAL OPERATIONS</b>	<b>198,836</b>
	<b>TOTAL M&amp;O</b>	<b>6,181,250</b>

### OTHER FUNDS


Acct. No	Category	2022 AMENDED REQUEST
<b>1000</b>		
1000	Auto Replacement	160,000
	Rifle Locking System	
	AEDs	
	<b>TOTAL VEHICLE REPLACEMENT</b>	<b>160,000</b>

# Memorial Villages Police Department

## FY22 AMENDMENT PROPOSAL

<b>2000</b>		
2880	Capital Projects Contingency	
	Radar message board	
	12TB Dato and Replacement Server	18,000
	<b>TOTAL SPECIALCAPITAL ASSETS</b>	<b>18,000</b>
	<b>TOTAL OTHER FUNDS</b>	<b>178,000</b>

	Category	2022 AMENDED REQUEST
	<b>GENERAL FUND</b>	<b>6,181,250</b>
	<b>OTHER FUNDS</b>	<b>178,000</b>
	<b>COMBINED TOTALS</b>	<b>6,359,250</b>

A	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
		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
Bunker Hill Village	208	101	309	41	3:56	100%	6:16	100%	12	4:51	100%	67%	33%	97	47%	
Hedwig Village	179	200	379	117	3:20	100%	3:22	100%	28	3:21	100%	47%	53%	83	46%	
Hilshire Village	29	44	73	24	2:54	100%	5:02	100%	4	4:16	100%	40%	60%	10	0%	
Hunters Creek Village	359	165	524	69	3:58	100%	5:38	100%	31	5:24	100%	69%	31%	160	45%	
Piney Point Village	254	123	377	51	4:21	100%	5:18	100%	20	5:24	100%	67%	33%	118	46%	
Spring Valley Village	231	168	399	79	2:48	100%	4:05	100%	23	4:07	100%	58%	42%	64	28%	
Houston	94	0	94													
<b>Totals</b>	<b>1354</b>	<b>801</b>	<b>2155</b>	<b>381</b>	<b>3:33</b>	<b>100%</b>	<b>4:57</b>	<b>100%</b>	<b>118</b>	<b>4:34</b>	<b>100%</b>	<b>63%</b>	<b>37%</b>	<b>532</b>	<b>35%</b>	

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

Column 1: Reflects the cities listed within the chart.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Column 13: Reflects the year to date, percentage of calls which 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: November 15, 2021

SUBJECT: Discuss and consider possible action on authorizing the Village Fire Department to sell, auction, and or dispose of a 2005 utility trailer.

Agenda Item: 4

Upon sale of this vehicle, the purchaser must apply for a new title within 20 working days unless the vehicle is purchased by a dealer. Until a new title is issued, the vehicle record will continue to reflect the owner's name listed on the current title. SEE BACK FOR ADDITIONAL INFORMATION.



CITY OF PINEY POINT  
901 CORBINDALE RD  
HOUSTON, TX 77024-2805

013419



# TEXAS CERTIFICATE OF TITLE



VEHICLE TITLES AND REGISTRATION DIVISION

67744801

VEHICLE IDENTIFICATION NUMBER  
1WC200J2X52052611

YEAR MODEL  
2005

MAKE OF VEHICLE  
WELL

BODY STYLE  
UT

TITLE/DOCUMENT NUMBER

DATE TITLE ISSUED

29100038405140258 02/24/2005

MODEL

MFG CAPACITY  
IN TONS

WEIGHT

LICENSE NUMBER

3055

911330

PREVIOUS OWNER

ODOMETER READING

WELLS CARGO INC WACO TX  
OWNER

REMARK(S)

CITY OF PINEY POINT  
901 CORBINDALE  
HOUSTON, TX 77024

EXEMPT

X \_\_\_\_\_  
SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.

DATE OF LIEN

1ST LIENHOLDER

NONE

1ST LIEN RELEASED

DATE

BY

AUTHORIZED AGENT

DATE OF LIEN

2ND LIENHOLDER

2ND LIEN RELEASED

DATE

BY

AUTHORIZED AGENT

DATE OF LIEN

3RD LIENHOLDER

3RD LIEN RELEASED

DATE

BY

AUTHORIZED AGENT

IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.

RIGHTS OF SURVIVORSHIP AGREEMENT  
WE, THE PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S).

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



If you would like to protect yourself from liability for certain acts carried out by the purchaser of this vehicle prior to a new title being issued in the purchaser's name, submit completed Form VTR-346 and \$5 fee to TxDOT.

FORM VTR-346 may be obtained from any of the following:

- your local County Tax Assessor-Collector's Office
- a Vehicle Titles and Registration Division Regional Office (located in the larger cities in the state)
- by accessing TxDOT's Web site (<http://www.dot.state.tx.us>)
- by calling TxDOT's Fax Reply number (1-888-232-7033)

<b>WHEN VEHICLE IS SOLD, TITLE HOLDER MUST ASSIGN AND FURNISH THIS TITLE, CURRENT LICENSE RECEIPT, AND SIGNED APPLICATION FOR TITLE (FORM 130-U) INDICATING SALES PRICE TO THE PURCHASER WHO MUST FILE APPLICATION WITH COUNTY TAX ASSESSOR-COLLECTOR WITHIN 20 WORKING DAYS TO AVOID \$10 PENALTY.</b>	
<b>▶</b>	<b>FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.</b>
<b>ASSIGNMENT OF TITLE</b>	<p>The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:</p> <p>Name of Purchaser _____ Street _____ City _____ State _____ Zip _____</p> <p>I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:</p> <p> <input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits.  <input type="checkbox"/> 2. The odometer reading is not the actual mileage. <b>WARNING - ODOMETER DISCREPANCY.</b> </p> <p>ODOMETER READING (No Tenths) _____</p> <p>Date of Sale _____</p> <p>Signature of Seller/Agent _____ Printed Name (same as signature) _____</p> <p>I am aware of the above odometer certification made by the seller/agent.</p> <p>Signature of Buyer/Agent _____ Printed Name (same as signature) _____</p>
<b>FIRST REASSIGNMENT DEALER ONLY</b>	<p>The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:</p> <p>Name of Purchaser _____ Street _____ City _____ State _____ Zip _____</p> <p>I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:</p> <p> <input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits.  <input type="checkbox"/> 2. The odometer reading is not the actual mileage. <b>WARNING - ODOMETER DISCREPANCY.</b> </p> <p>ODOMETER READING (No Tenths) _____</p> <p>Date of Sale _____ Dealer No. _____</p> <p>Dealer's Name _____</p> <p>Agent's Signature _____ Printed Name (same as signature) _____</p> <p>I am aware of the above odometer certification made by the seller/agent.</p> <p>Signature of Buyer/Agent _____ Printed Name (same as signature) _____</p>
<b>SECOND REASSIGNMENT DEALER ONLY</b>	<p>The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:</p> <p>Name of Purchaser _____ Street _____ City _____ State _____ Zip _____</p> <p>I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:</p> <p> <input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits.  <input type="checkbox"/> 2. The odometer reading is not the actual mileage. <b>WARNING - ODOMETER DISCREPANCY.</b> </p> <p>ODOMETER READING (No Tenths) _____</p> <p>Date of Sale _____ Dealer No. _____</p> <p>Dealer's Name _____</p> <p>Agent's Signature _____ Printed Name (same as signature) _____</p> <p>I am aware of the above odometer certification made by the seller/agent.</p> <p>Signature of Buyer/Agent _____ Printed Name (same as signature) _____</p>
<b>THIRD REASSIGNMENT DEALER ONLY</b>	<p>The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:</p> <p>Name of Purchaser _____ Street _____ City _____ State _____ Zip _____</p> <p>I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:</p> <p> <input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits.  <input type="checkbox"/> 2. The odometer reading is not the actual mileage. <b>WARNING - ODOMETER DISCREPANCY.</b> </p> <p>ODOMETER READING (No Tenths) _____</p> <p>Date of Sale _____ Dealer No. _____</p> <p>Dealer's Name _____</p> <p>Agent's Signature _____ Printed Name (same as signature) _____</p> <p>I am aware of the above odometer certification made by the seller/agent.</p> <p>Signature of Buyer/Agent _____ Printed Name (same as signature) _____</p>
<b>LIEN</b>	<b>LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE:</b> <b>1ST LIEN IN FAVOR OF (NAME &amp; ADDRESS) _____</b>

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: November 15, 2021

SUBJECT: Discuss and consider possible action on Moody's issuer rating

Agenda Item: 5

The City of Piney Point Village no longer has any outstanding debt/bonds rated by Moody's, however; Moody's currently maintains an issuer rating for Piney Point Village that is not associated with any specific series of debt. Moody's can continue to maintain the issuer rating if the city would like, or it can be withdrawn. If the city chooses to maintain the issuer rating it is associated with a \$3,000 annual fee. Some issuers find the issuer rating to be valuable because it is public and can be shared when needed. Some banks require a rating in order to provide a loan, for example.

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: November 15, 2021

SUBJECT: Discuss and consider possible action on Kinkaid presentation.

Agenda Item: 6

The documents in this packet can also be accessed by the Dropbox link below, you can access PDFs of the five documents that make up The Kinkaid School presentation that Kinkaid will be making to City Council at the meeting on Monday, Nov. 15th.

<https://www.dropbox.com/sh/4d3st1rc5hq724i/AADzTd13LYhA6UTJXufgVniOa?dl=0>



## Project Narrative – Detailed Scope of Work

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Date:	November 15, 2021	SRA Project No.:	1976
To:	City Council City of Piney Point Village 7676 Woodway Drive, Suite #300 Houston, Texas 77063	Project:	The Kinkaid School New Lower School & Administration Building
From:	Studio Red Architects	Subject:	Project Narrative and COPPV Permissions List

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The proposed New Lower School / Administration Building will be built on The Kinkaid School campus, across the east driveway from the existing Lower School Building on the site of the existing Harrison House, which is used today primarily for school administrative operations. The new building will be two stories in height, Type II-A construction with full fire sprinkler protection, a total of 47,202 SF with 24,958 SF on the first floor for the Lower School and 22,244 SF on the second floor for Administration. The building detailing with brick veneer, cast stone trim, aluminum-framed storefront windows and entrances, and mansard roof will match the detailing of the existing Lower School building.

The new building will provide academic spaces for the Lower School on the first floor. The new spaces will allow for nine specialized classrooms (art, science, languages, music, STEM) thereby freeing up classrooms in the existing Lower School building to serve as homeroom classrooms that will accommodate the Lower School's projected growth in enrollment. In addition to the classrooms, there will be one large and one small assembly space as well as teachers' offices and workspaces. There will be outdoor educational spaces on the north side of the building, including a Greenhouse, a Science Classroom/Experiment Area, and an Art Classroom. There will be a playground on the north side of the new building as well. The outdoor educational spaces and playground will be enclosed by decorative fencing and a colonnade that match existing fencing and colonnades on the campus. There will be administrative spaces on the second floor of the new building, which Kinkaid will use to bring together different departments and administrative groups whose offices are spread around the existing campus today. There will be an entry lobby on the first floor where the elevator will be located to access the administrative spaces. The lobby will be completely separated from the Lower School.

Site improvements to support the new building will include a covered walkway across the east driveway to connect the new building to the existing Lower School. The covered walkway will not encroach on the minimum required dimensions for the fire lane and fire truck access to either the existing or new buildings. In addition, modifications will be made to the existing driveways and parking areas on the campus to improve traffic circulation related to student drop-off and pick-up for the Lower School. Fire lanes will be built along the sides of the building to extend access points for emergency response.

For the engineered systems serving the building, the new mechanical system will be designed as eight packaged air conditioning units that will sit in a roof well in the center of the building, screened from view by the mansard roof that surrounds the equipment well on all sides. The mechanical equipment will be accessed through a roof hatch that can only be reached by ladder through a locked support space within the building. The ductwork to distribute air from the rooftop equipment to the building spaces will be run in vertical shafts and above ceilings to all interior spaces. The new plumbing system will connect to existing water and sanitary sewer lines on the campus, using existing taps where possible or providing new taps when necessary to accommodate the demand from the new building. Within the building, all new plumbing fixtures will meet the current building and plumbing codes for water consumption and efficiency. The new electrical and lighting systems will be served from a new electrical service and panels for the building and will meet current building, electrical and energy codes.

The new building footprint and associated driveways, sidewalks, colonnades, covered walkways and other impervious surfaces will be provided as shown on Civil Engineering drawings. The Civil drawings show that the total impervious square footage is within the allowable lot coverage area for the campus. In addition, the drainage and detention required for the new building and impervious areas can be accommodated within existing detention ponds on the Kinkaid campus.

END OF MEMORANDUM



## **COPPV Permissions List**

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Date: November 15, 2021                      SRA Project No.: 1976

To: City Council                                  Project: The Kinkaid School  
City of Piney Point Village                      New Lower School &  
7676 Woodway Drive, Suite #300                      Administration Building  
Houston, Texas 77063

From: Studio Red Architects                      Subject: COPPV Permissions List

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### PERMISSION – Permit required

1. Fence - *in 50 FT. front yard setback*
2. Building signage

### PERMISSION – P&Z approval required

3. Air Conditioning Units on building roof - *8 air conditioning units, no cooling towers*
4. Reconfigured drive lanes and parking
5. Existing LS Building remodel – *Specialty classroom conversion to standard classroom*

### PERMISSION – P&Z approval of Non-Building elements required

6. Covered Walkway across driveway to existing LS building
7. Colonnade extension
8. Playground with play structure
9. Greenhouse
10. Outdoor Science classroom/experiment area
11. Outdoor Art classroom

END OF LIST



## Project Narrative – Detailed Scope of Work

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Date:	November 15, 2021	SRA Project No.:	1976
To:	City Council City of Piney Point Village 7676 Woodway Drive, Suite #300 Houston, Texas 77063	Project:	The Kinkaid School New Upper School and Athletic Facilities
From:	Studio Red Architects	Subject:	Project Narrative - Detail Scope of Work

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The Kinkaid School is proposing to build a new Upper School with Athletic Facilities to replace ageing buildings, some of which date from 1960s, with buildings that will be appropriate for 21<sup>st</sup> century education. The new buildings will be at The Kinkaid School, in the central part of the campus where the existing Upper Schools buildings and gymnasiums are today. Three buildings housing Upper School classrooms, labs, student center and office spaces as well as the Doggett Gym, locker rooms and the Central Plant will be demolished to accommodate the new construction.

The new buildings will be two stories in height, Group E occupancy, Type II-A construction, fully sprinklered. They will be separated by a fire wall that runs continuously from east to west through the buildings to comply with building code area limitations. The two buildings will be connected at hallways by fire-rated doors on hold-open devices tied to the fire alarm system. The Upper School building will be connected by bridges to the existing Center for Student Life building at the second-floor hallways. The new building and bridges will be separated from the existing building by fire walls but will be connected at the bridges by fire-rated doors on hold-open devices tied to the fire alarm system. The new building heights will be less than 35'-0" measured from Average Natural Grade to top of parapet walls or roofs. The Finish Floor Elevation (FFE) at the first floor will match the existing FFE at Melcher and Fondren Gyms and will be a minimum 1'-0" above the nearest sanitary sewer manhole rim elevation. Exterior detailing of the new buildings will be done in brick veneer, cast stone trim, aluminum-framed curtain wall, storefront windows and entrances that match the detailing of the existing Upper School buildings and comply with the current building and energy codes.

The total building area of the entire Upper School and Athletic Facilities will be 239,983 SF in two stories. The Upper School building will be a total of 143,871 SF with 2,850 SF at the basement level, 74,537 SF at the first floor and 66,484 SF at the second floor. The Athletic Facilities will be a total of 96,112 SF with 62,931 SF each at the first floor and 33,181 SF at the second floor. The Athletic Facilities will be built between and adjacent to the existing Melcher and Fondren Gyms, which are high-volume, one-story buildings with 10,990 SF at Melcher and 9455 SF at Fondren, a total of 20,445 SF of existing building that will be integrated with the 96,112 SF of new construction. There will be two new elevators in the buildings, with one passenger elevator and the other sized to serve as both a service and passenger

elevator. The existing passenger elevator will remain in the renovated space at the Athletic Facilities. There is an existing interior stair that serves as part of the means of egress in one of the buildings that will be renovated. Seven new interior stairs will be added along with three exterior stairs, which together will provide approximately 50% more capacity in the means of egress than the amount required for the calculated occupant load of the new and renovated buildings.

The new buildings will provide: 62 instructional spaces (classrooms and labs); five assembly spaces (auditorium, two Student Centers, Alumni Center, Board Room); Library Resource Center; Learning Center; two gyms with indoor running track at the second floor; locker rooms; weight and training rooms; faculty and staff offices; and support spaces (restrooms, faculty work rooms and break rooms, electrical and I.T. rooms, facility operations spaces, technology department). Special features within the buildings will include decorative fireplaces (gas appliances) in the Board Room, Library Resource Center and Entry Lobby, which will require separate permits from the City; a food-to-go kitchen at the Senior Student Center and a commercial kitchen with grease interceptor at the Alumni Center, which will require separate permits from Harris County Public Health.

As part of the new construction, the existing Central Plant that serves the Upper School, Middle School, Lower School and Dining & Learning Center will be demolished and replaced with updated, more energy-efficient equipment located in the footprint of the existing Doggett Gym, which will also be demolished. With the construction of the new Central Plant, the school will replace the ageing cooling towers, boilers, pumps and other equipment and will re-position the Central Plant further south from campus center but still accessible from the existing east service road. The four new cooling towers will be placed on the second floor/roof above the Central Plant enclosed with CMU walls (to provide sound-deadening) and louvers (to provide air circulation for the equipment). The new boilers, pumps and other equipment will be enclosed in the first-floor space below the cooling towers. The existing emergency generator will be relocated and placed in a walled enclosure (no roof) adjacent to the Central Plant, which will require a separate permit from the City.

For the engineered systems serving the building, the new mechanical system design will include 16 rooftop air conditioning units served by chilled water piping running across the new roofs from the Central Plant and 12 condensing units. The rooftop equipment will be screened from view by parapets at the building exterior walls and roof equipment screens that extend around the units separately from the parapet walls. The rooftop-mounted equipment will be accessed for service and maintenance through roof hatches that can only be reached by ladders inside locked support spaces within the building. A roof circulation path will be provided from the hatches to the equipment. Eight roof ladders will be provided along the circulation path to accommodate transitions between adjacent buildings with different parapet and roof heights. The handrails and safety rails on the roof ladders may extend above the 35'-0" maximum building height by 4'-0". Other equipment on the roof will include exhaust fans, chimney vents for the decorative fireplaces, and vent flues (for science lab equipment). The vent flues will extend above the maximum 35'-0" building height by 5'-0". The ductwork to distribute air from the rooftop equipment to the building spaces will be run horizontally across the roof to shafts, then vertically down through the shafts to the ceiling at each floor level where it will run horizontally above ceilings to all interior spaces. The ductwork at the roof will be screened from view.

The new plumbing system will connect to existing water and sanitary sewer lines on the campus, using existing taps where possible or providing new taps where necessary, to accommodate the demand from



the new building. Within the building, all new plumbing fixtures will meet the current building and plumbing codes for water consumption and efficiency.

The new electrical system for the buildings will be served from new switches installed at the east property line and a new pad-mounted electrical transformer that will be added in the existing fenced equipment yard behind the Dining & Learning Center building. The building service lines will extend from the transformer to the Main Electrical Room in the new Central Plant. Electrical service on-site and in the building, panels, receptacles and devices, and lighting for the new buildings will meet current building, electrical and energy codes.

Site improvements to support the new building will include a landscaped central courtyard that preserves existing trees. Some existing trees in the footprint of the new building will be removed and relocated. New plantings will include trees, shrubs, ground cover and ornamental planting. Tree uplights and downlights will be provided to highlight trees within the courtyard. Pole-mounted pedestrian lights will be provided to provide code-required lighting levels along exit paths as well as lighting for safety on other circulation paths. Outdoor furniture will include 3 open, shaded arbors (gathering areas), 40 benches, 7 swinging seats, and a seating platform. A new colonnade will be built along the existing west driveway to match the existing colonnade along the north driveway and drop-off/pick-up lanes. Areas in the spaces between the new building and corners of the colonnade and adjacent buildings will be landscaped with new trees, shrubs, ground cover, and ornamental plantings. On the south side of the Athletic Facilities, there will be a monumental stair at the edge of the Alumni Center terrace, which transitions into a stepped seating area facing the football field and runs down to existing grade. The terrace will extend across the existing service drive on the south side, creating a tunnel under the terrace while maintaining the minimum required dimensions for the fire lane and fire truck access, which are 14'-0" clear height and 20'-0" clear width. Modifications will be made to the existing east service driveway to improve fire truck access and truck traffic circulation around the Athletic Facilities. In addition, a paved drive lane will be added off the existing service yard for fire truck turn-around as requested by the Villages Fire Marshal. The turn-around will be sized such that it may also be used by delivery trucks.

The new building footprints and associated driveways, sidewalks, colonnades, and other impervious surfaces that impact detention and drainage will be provided as shown on Civil Engineering drawings, that are in review by the City Engineer. Building permit sets that will include signed and sealed architectural and structural, mechanical, electrical and plumbing engineering drawings will be submitted to COPPV following conditional approval of the building development drawings. The Permit Set will also be submitted to the state of Texas (TDLR) for accessibility review.

END OF MEMORANDUM



**PROJECT ORIENTATION:** EXISTING CONDITIONS & PROPOSED DESIGN

**PHASING:** EXISTING CONDITIONS & PHASE 1

**PHASING:** PHASE 2 & PHASE 3

**LOT COVERAGE:** EXISTING CONDITIONS & PROPOSED DESIGN

**PROGRAMMING:** LOWER SCHOOL / ADMIN PHASE 2 & PROPOSED DESIGN

**PROGRAMMING:** UPPER SCHOOL PROPOSED DESIGN

**DRAINAGE AND DETENTION:** PROPOSED DESIGN

**TREE DISPOSITION:** PROPOSED REMOVED & ADDED TREES

**SOUND DECIBEL MAPPING:** ROOF TOP HVAC UNITS

**SOUND DECIBEL MAPPING:** COOLING TOWER, GENERATOR, TRANSFORMERS

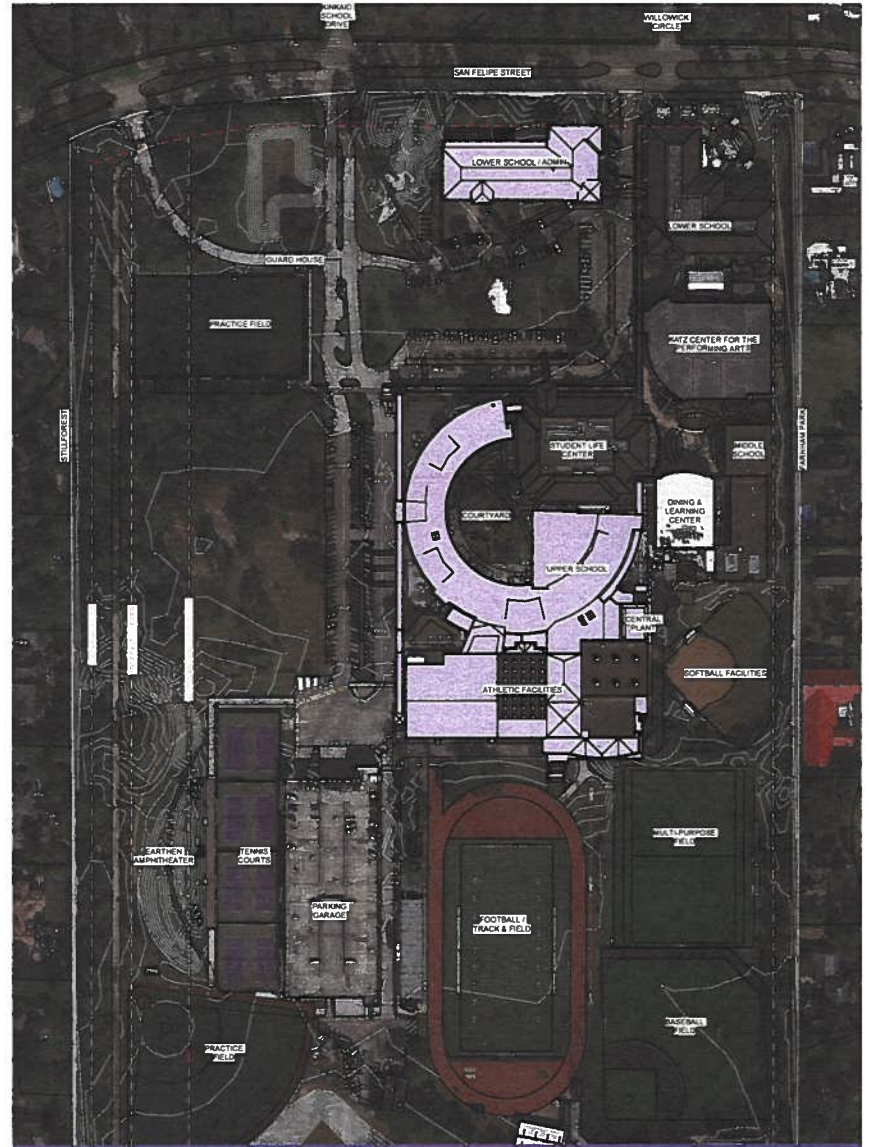
**BUILDING HEIGHTS:** PROPOSED LOWER SCHOOL / ADMIN BUILDING

**BUILDING HEIGHTS:** PROPOSED UPPER SCHOOL BUILDING





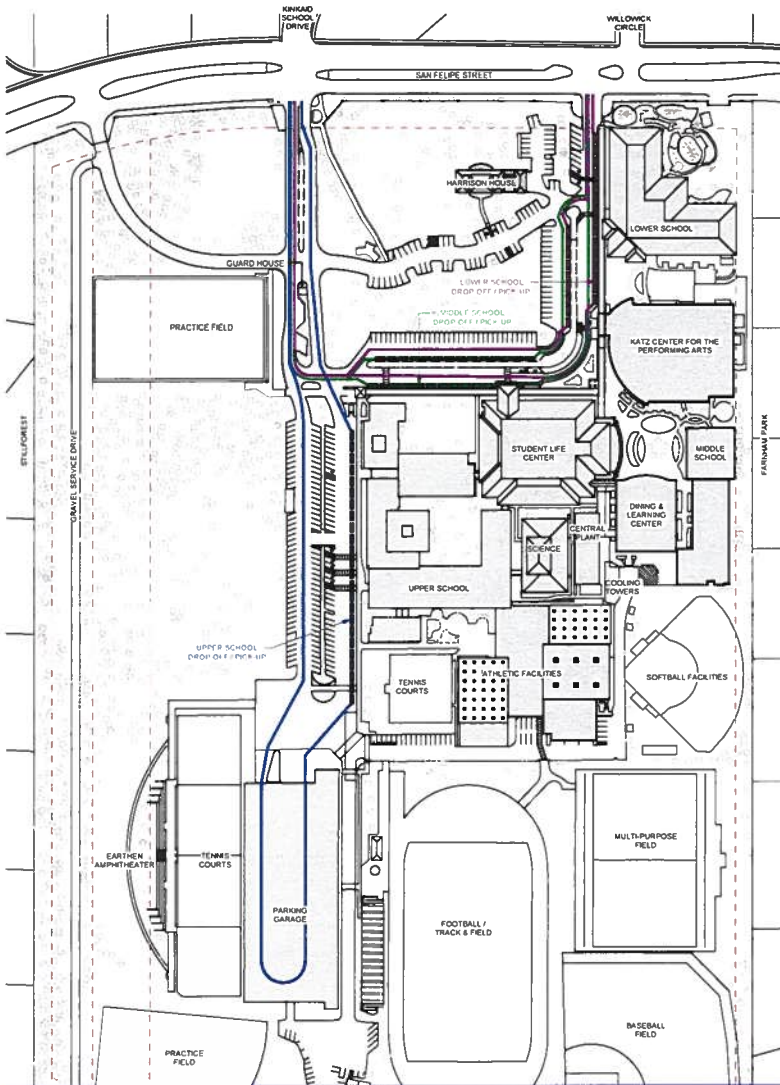
SITE PLAN - EXISTING CONDITIONS



SITE PLAN - PROPOSED DESIGN

## PROJECT ORIENTATION

Kinkaid New Upper and Lower Schools



EXISTING CONDITIONS

**CONSTRUCTION TRAFFIC:**

- ALL WORKERS WILL BE ON SITE AND IN PARKING SPACES BY 7 AM
- LATE WORKERS ENTER CAMPUS AFTER 9 AM ON SCHOOL DAYS
- ALL DELIVERIES WILL ARRIVE BETWEEN 8 AM - 2:00 PM

**SCHOOL QUEUING:**

MORNING DROP-OFF 7:30-8:10  
AFTERNOON PICK-UP 2:00-2:20 & 2:45-4:00

- LOWER SCHOOL: 2 LANES (NORTH-SOUTH) IN FRONT OF EXISTING LOWER SCHOOL
- MIDDLE SCHOOL: 2 LANES (EAST-WEST) IN FRONT OF STUDENT LIFE CENTER
- UPPER SCHOOL: 1 LANE (NORTH-SOUTH) IN FRONT OF EXISTING UPPER SCHOOL

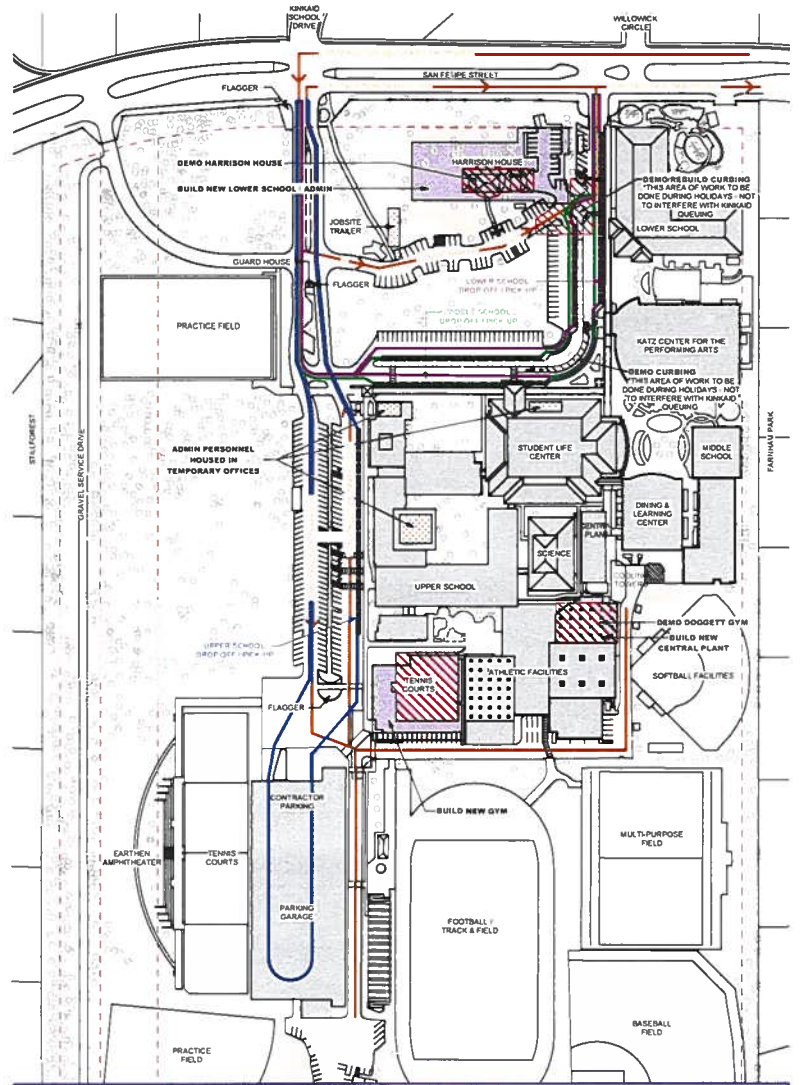
**PARKING EXISTING CONDITIONS**

TOTAL AVAILABLE SPACES ON CAMPUS =	864
SPACES FOR STUDENTS & STAFF =	-640
REMAINING AVAILABLE SPACES =	224

**PARKING DURING PHASE 1**

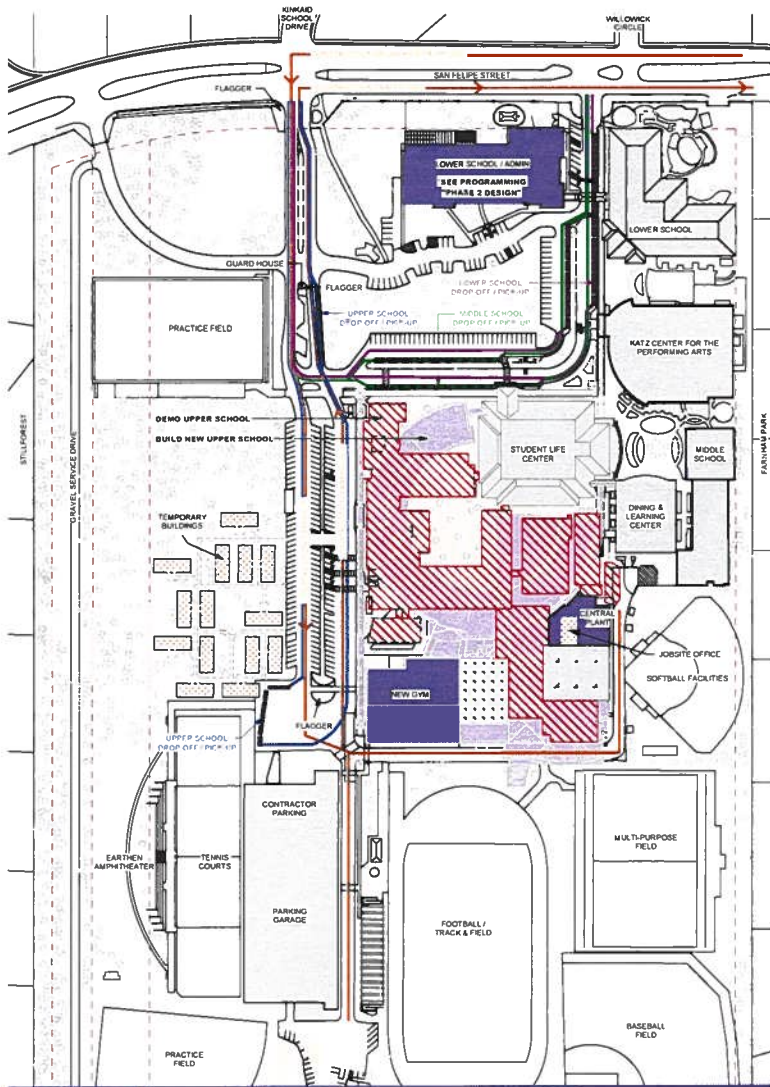
(UNAVAILABLE IN LOWER SCHOOL CONSTRUCTION ZONE = 45)  
(REMOVED IN UPPER SCHOOL CONSTRUCTION = 12)

TOTAL AVAILABLE SPACES ON CAMPUS =	807
SPACES FOR STUDENTS & STAFF =	-640
SPACES FOR CONTRACTORS =	-100
REMAINING AVAILABLE SPACES =	67



PHASE 1 (12 MO.)

- DEMO HARRISON HOUSE / BUILD NEW LOWER SCHOOL / ADMIN BUILDING
- DEMO DOGGETT GYM / BUILD NEW CENTRAL PLANT
- DEMO TENNIS COURTS / BUILD NEW GYMS



**CONSTRUCTION TRAFFIC:**

- ALL WORKERS WILL BE ON SITE AND IN PARKING SPACES BY 7 AM
- LATE WORKERS ENTER CAMPUS AFTER 9 AM ON SCHOOL DAYS
- ALL DELIVERIES WILL ARRIVE BETWEEN 11 AM - 2:30 PM

**SCHOOL QUEUING:**

MORNING DROP-OFF 7:30-8:10  
AFTERNOON PICK-UP 2:00-2:20 & 2:45-4:00

- LOWER SCHOOL : 2 LANES (NORTH-SOUTH) IN FRONT OF EXISTING LOWER SCHOOL
- MIDDLE SCHOOL : 2 LANES (EAST-WEST) IN FRONT OF STUDENT LIFE CENTER
- UPPER SCHOOL 1 LANE (NORTH-SOUTH) IN FRONT OF EXISTING UPPER SCHOOL

**PARKING DURING PHASE 2**  
(REMOVED IN LOWER SCHOOL PARKING LOT RENOVATION = 32)  
(REMOVED IN UPPER SCHOOL CONSTRUCTION = 16)

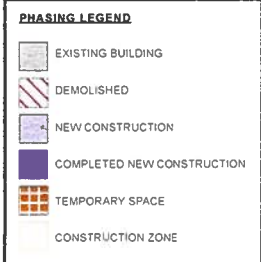
TOTAL AVAILABLE SPACES ON CAMPUS =	804
SPACES FOR STUDENTS & STAFF =	-640
SPACES FOR CONTRACTORS =	-150
REMAINING AVAILABLE SPACES =	14

**PARKING DURING PHASE 3**

TOTAL AVAILABLE SPACES ON CAMPUS =	804
SPACES FOR STUDENTS & STAFF =	-640
SPACES FOR CONTRACTORS =	-100
REMAINING AVAILABLE SPACES =	64

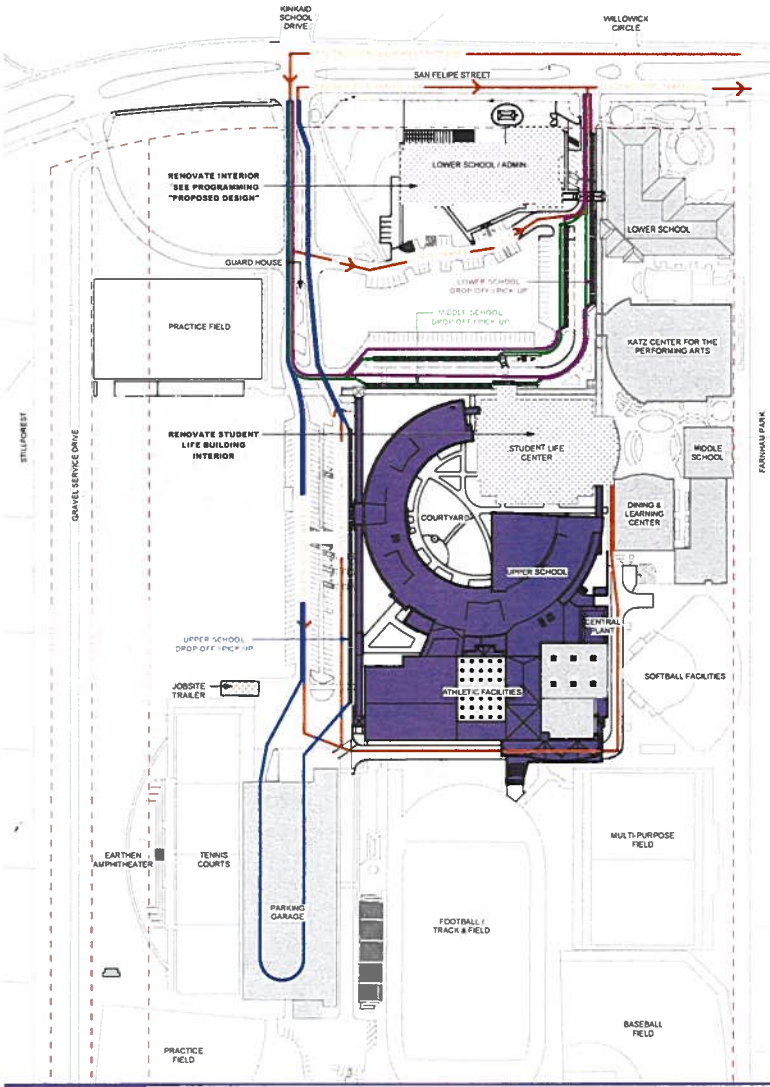
**PARKING FINAL PROPOSED DESIGN**

TOTAL AVAILABLE SPACES ON CAMPUS =	804
SPACES FOR STUDENTS & STAFF =	-640
REMAINING AVAILABLE SPACES =	164



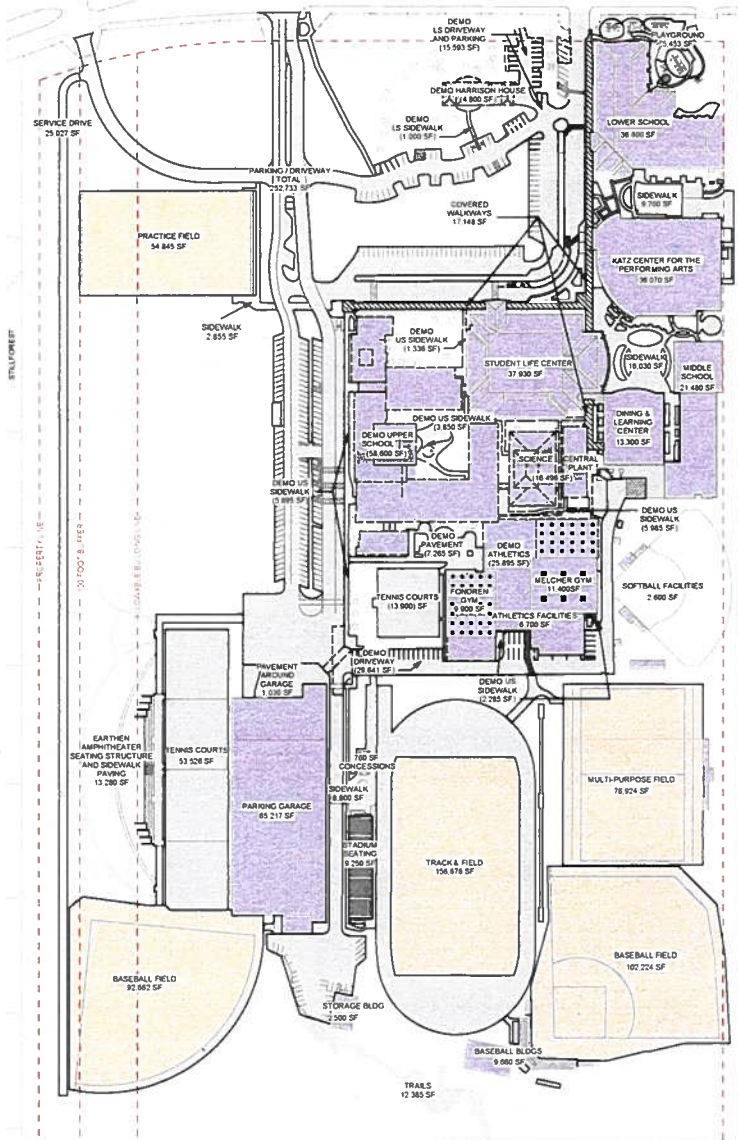
**PHASE 2 (24 MO.)**

- INSTALL TEMPORARY BUILDINGS FOR CLASSROOM, LABS, AND OFFICE SPACE
- DEMO EXISTING UPPER SCHOOL / BUILD NEW UPPER SCHOOL & NEW COLONNADE



**PHASE 3 (12 MO.)**

- REMOVE TEMPORARY BUILDINGS
- RENOVATE LOWER SCHOOL / ADMIN INTERIOR
- RENOVATE STUDENT LIFE CENTER INTERIOR



SITE PLAN - EXISTING CONDITIONS

AREA OF LOT 84.57 ACRES		TOTAL AREA	
EXISTING AREA	PROPOSED AREA	DEMOLISH (-)	ADDITION (+)
MAIN STRUCTURE (TOTAL COVERED AREA)	318,742 SF	1,055,791 SF	168,599 SF
ACCESSORY STRUCTURE	81,319 SF	46,834 SF	—
DRIVEWAYS, WALKWAYS & SIDEWALK	921,901 SF	488,750 SF	63,583 SF
POOL AND POOL DECKING	—	—	—
TOTAL LOT COVERAGE	1,321,962 SF	—	1,405,802 SF

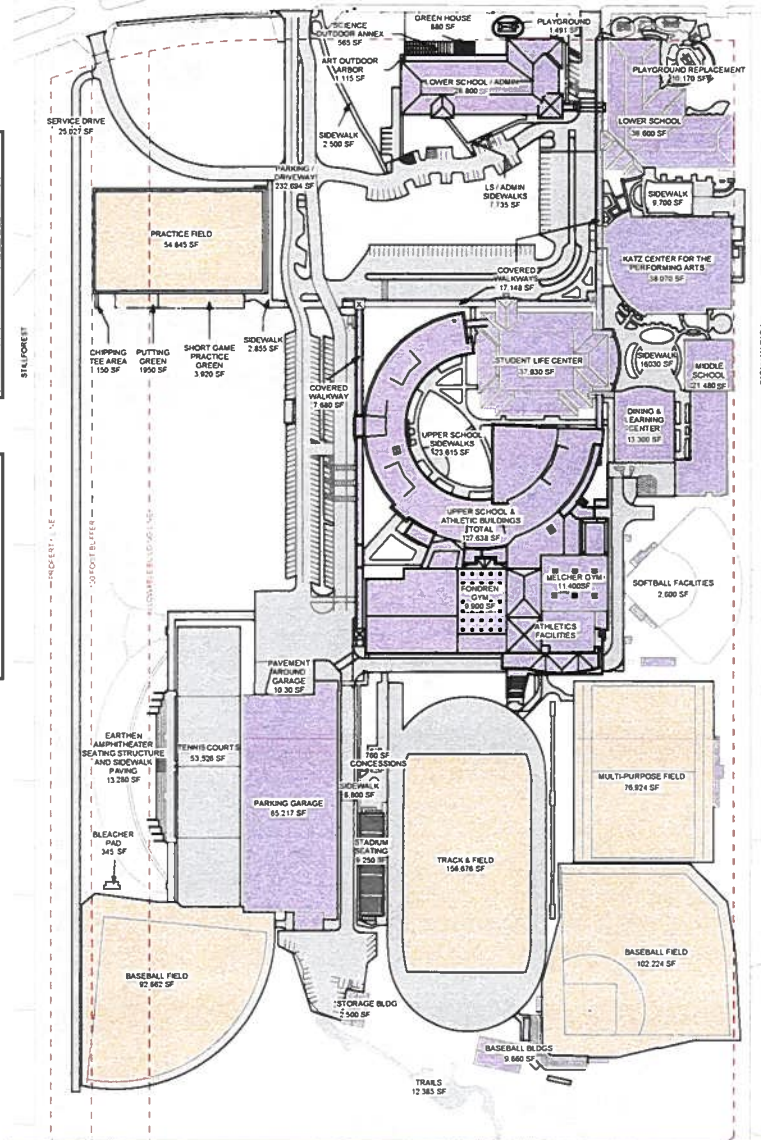
PERCENT OF LOT COVERAGE BY MAIN STRUCTURE		
507,503 SF	2,812,822 SF	18 %
AREA OF MAIN STRUCTURE / (DIVIDED BY)	AREA OF LOT *	30 % MAX COVERAGE

PERCENT OF TOTAL LOT COVERAGE		
1,405,802 SF	2,812,822 SF	49.98%
TOTAL LOT COVERAGE / (DIVIDED BY)	AREA OF LOT *	50 % MAX COVERAGE

**COVERAGE LEGEND**

- ARCHITECTURE
- ARTIFICIAL TURF
- HARDSCAPE



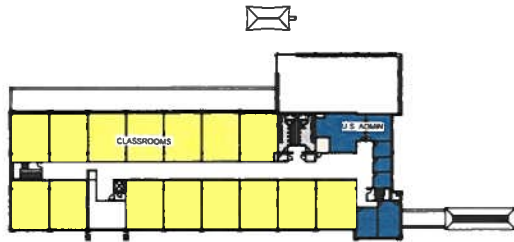
SITE PLAN - PROPOSED DESIGN

## LOT COVERAGE

Kinkaid New Upper and Lower School

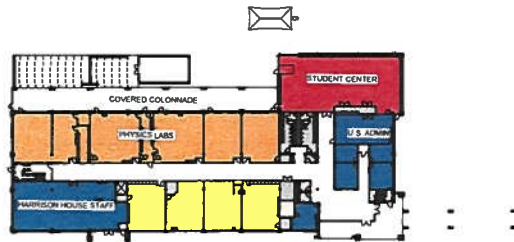
FOR REFERENCE ONLY - NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION.

EDWIN R. GARRETT, STATE OF TEXAS REGISTERED ARCHITECT #7921



PHASE 2  
DESIGN










LOWER SCHOOL / ADMIN - LEVEL 2

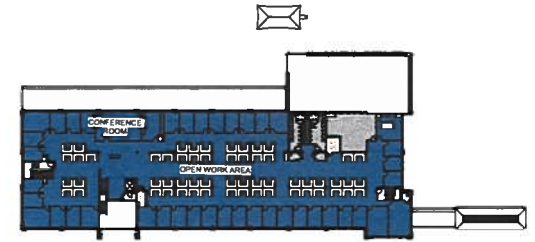


PHASE 2  
DESIGN

LOWER SCHOOL / ADMIN - LEVEL 1

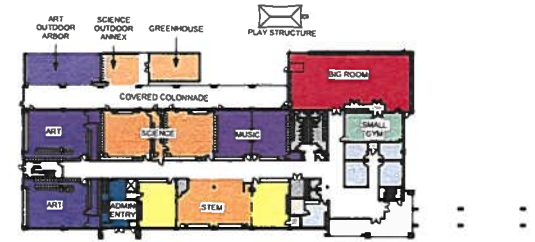
**DEPARTMENT LEGEND**

	ADMINISTRATION		MEP
	ATHLETICS		SCIENCE/COMPUTERS
	CLASSROOM		STUDENT CENTER
	CULTURAL		SUPPORT
	FACULTY		



PROPOSED  
DESIGN

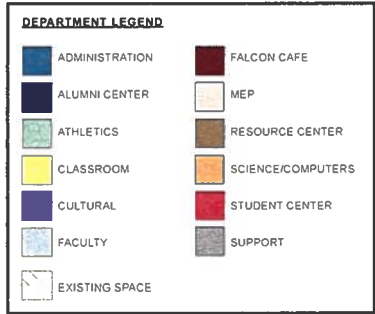
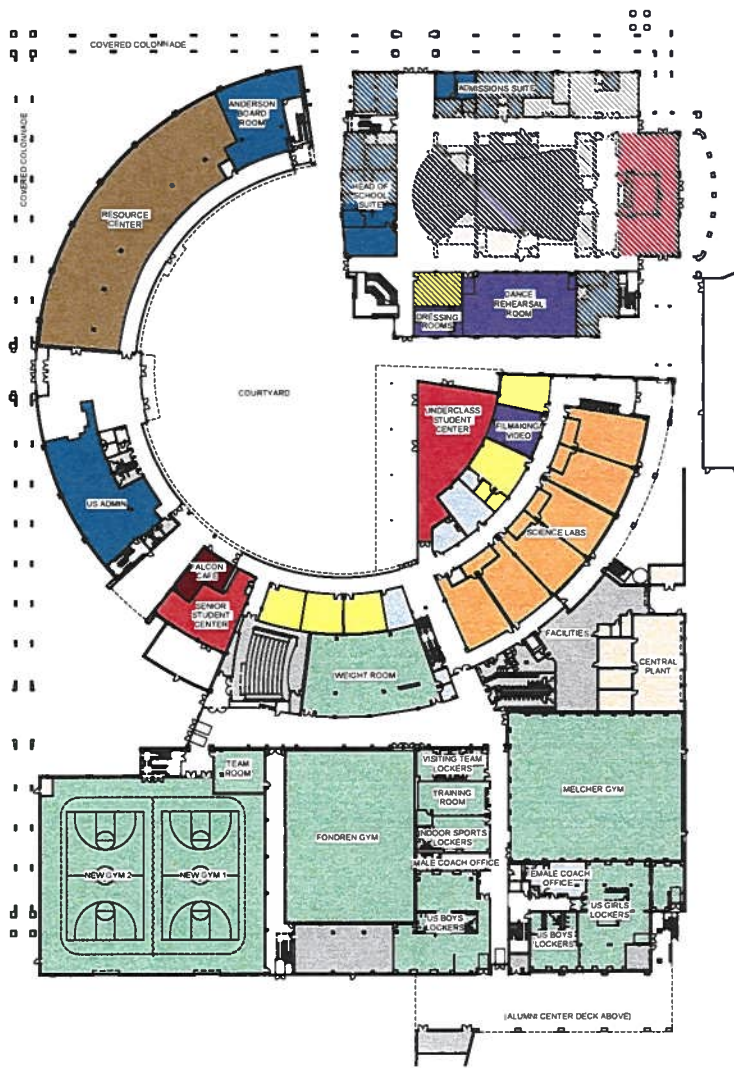
LOWER SCHOOL / ADMIN - LEVEL 2



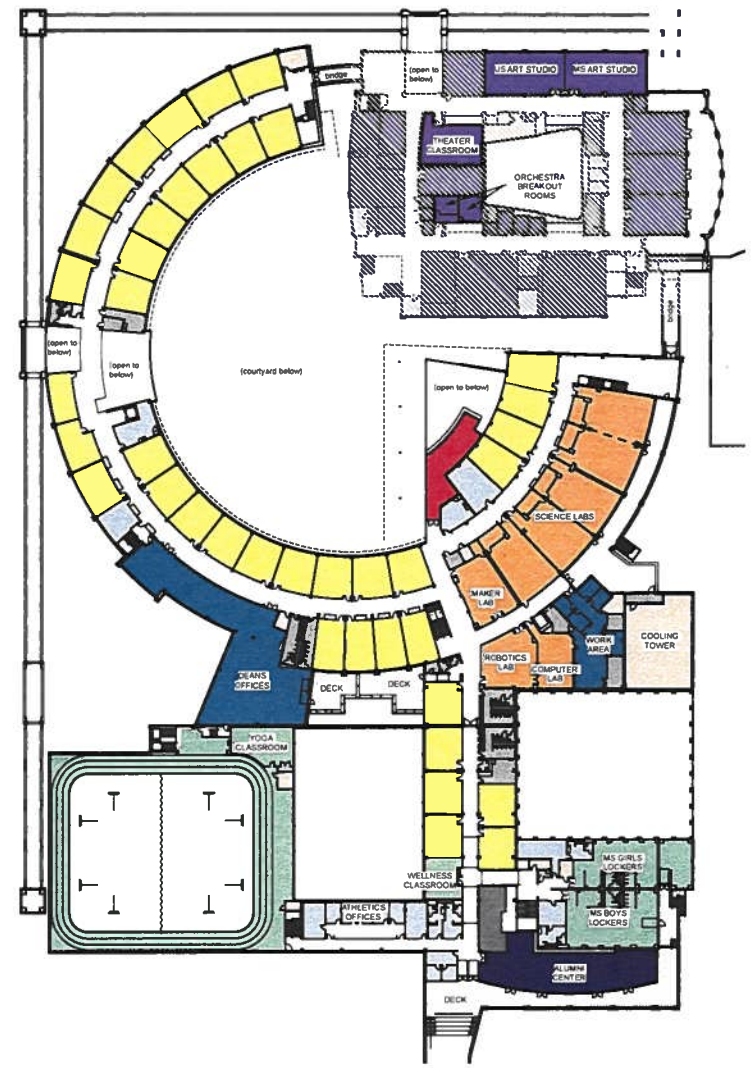
PROPOSED  
DESIGN

LOWER SCHOOL / ADMIN - LEVEL 1

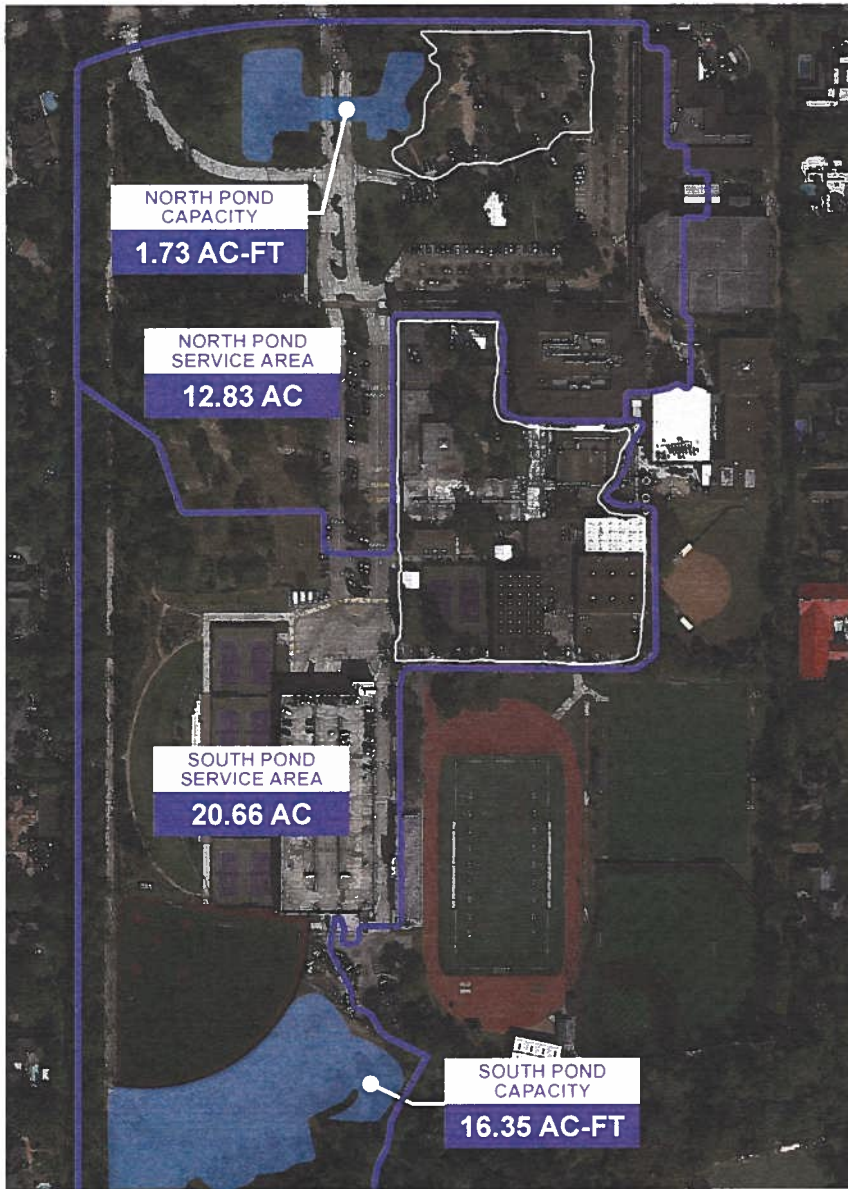




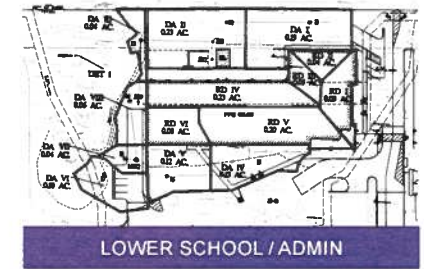
**PROPOSED DESIGN** UPPER SCHOOL - LEVEL 1



**PROPOSED DESIGN** UPPER SCHOOL - LEVEL 2

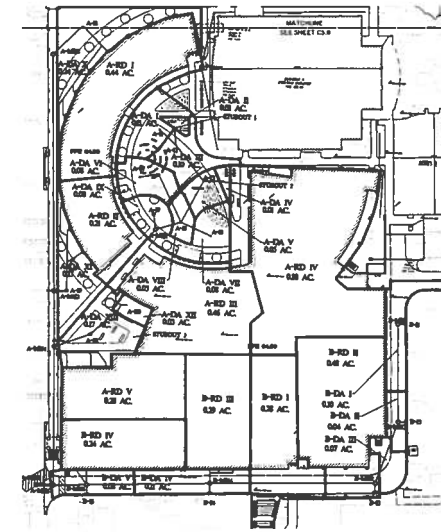


IMPERVIOUS COVER ANALYSIS	
Total Service Area	17.25 AC
Total existing impervious cover	8.43 AC
Total proposed impervious cover	8.60 AC
Increase in impervious cover	0.17 AC
Detention Rate	0.65 AC-FT/AC
Required Detention Volume for this project	0.11 AC-FT
<b>Total Detention pond capacity (North Pond)</b>	
Detention Pond Capacity Claimed by Previous Projects	0.98 AC-FT
Available Detention pond capacity (North Pond)	0.75 AC-FT
Required Detention Volume for this Project	0.11 AC-FT
Excess Detention Volume	0.64 AC-FT/AC



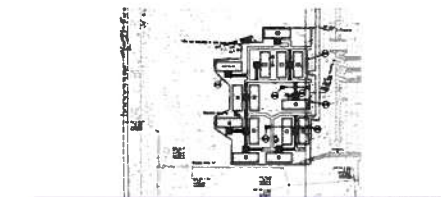
LOWER SCHOOL / ADMIN

IMPERVIOUS COVER ANALYSIS	
Total Service Area	20.13 AC
Total existing impervious cover	19.69 AC
Total proposed impervious cover	20.66 AC
Increase in impervious cover	0.97 AC
Detention Rate	0.65 AC FT/AC
Required Detention Volume for this project	0.63 AC-FT
<b>Total Detention pond capacity (South Pond)</b>	
Detention Pond Capacity Claimed by Previous Projects	14.1 AC-FT
Available Detention pond capacity (South Pond)	2.24 AC-FT
Required Detention Volume for this project	0.63 AC-FT
Excess Detention Volume	1.61 AC-FT/AC

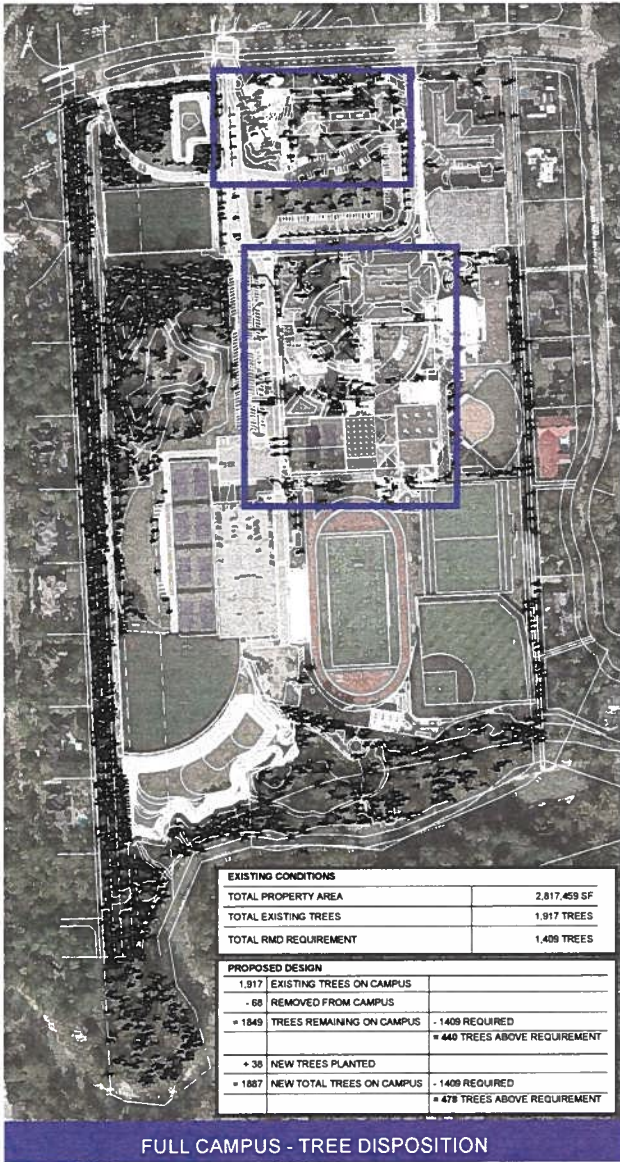


UPPER SCHOOL

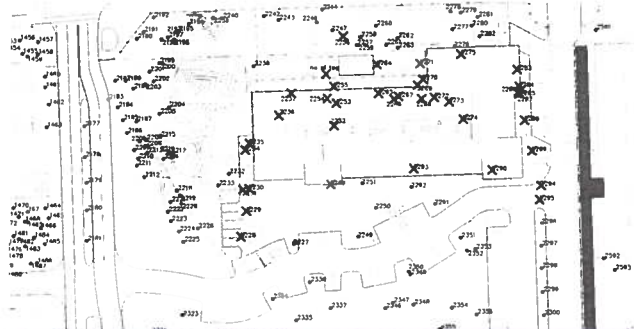
IMPERVIOUS COVER ANALYSIS	
Total Limit of Work	2.21 AC
Total existing impervious cover in Limit of Work	0.00 AC
Total proposed impervious cover in limit of work	0.91 AC
Increase in impervious cover	0.91 AC
Detention Rate	0.65 AC FT/AC
Required Detention Volume for this project	0.59 AC-FT
<b>Total Detention pond capacity (South Pond)</b>	
Available Detention pond capacity (South Pond)	1.61 AC-FT
Required Detention Volume for this project	0.59 AC-FT
Excess Detention Volume	1.02 AC-FT/AC



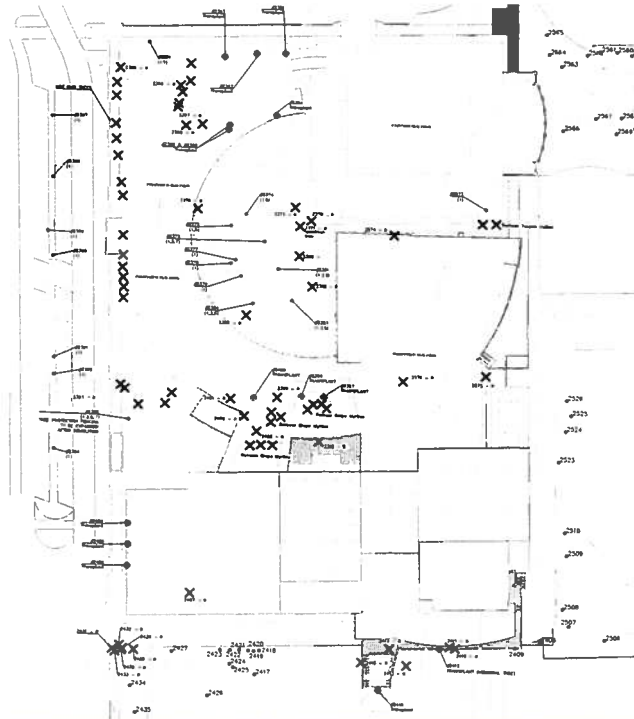
TEMPORARY STRUCTURES



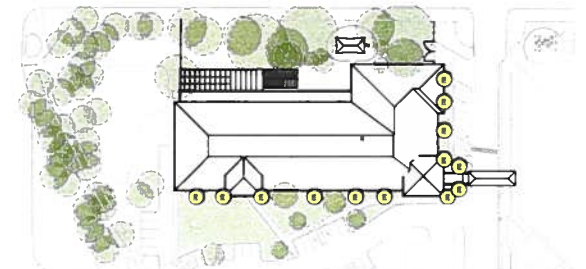
FULL CAMPUS - TREE DISPOSITION



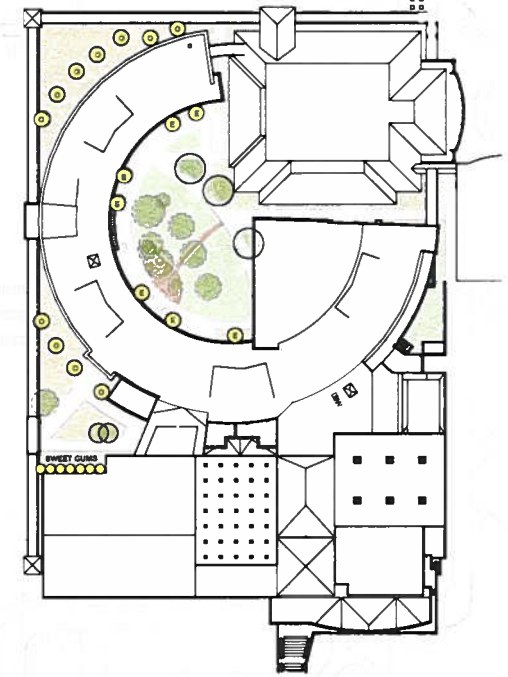
LOWER SCHOOL / ADMIN - TREE DISPOSITION



UPPER SCHOOL - TREE DISPOSITION



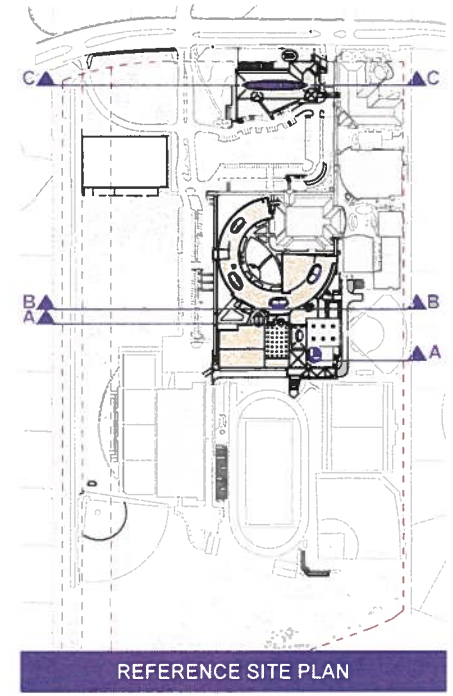
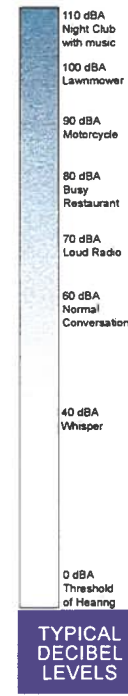
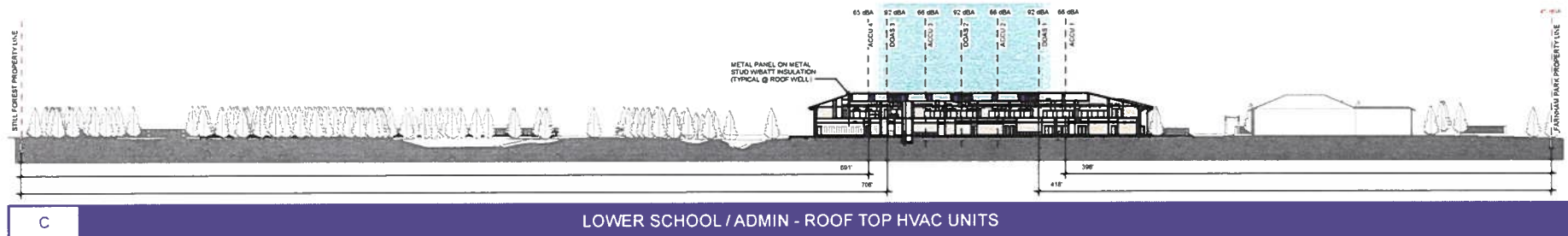
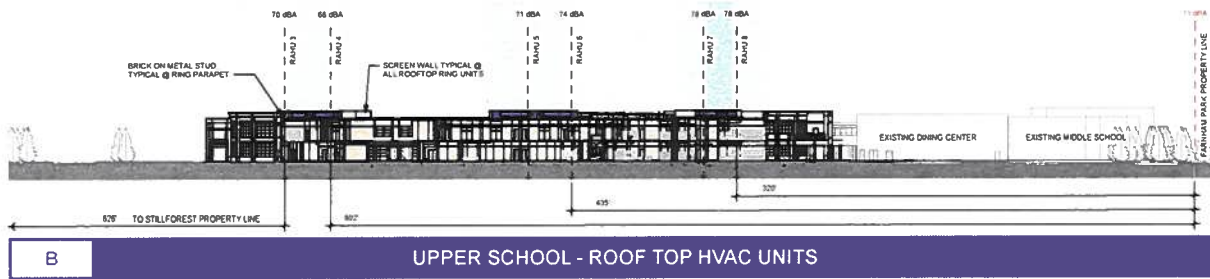
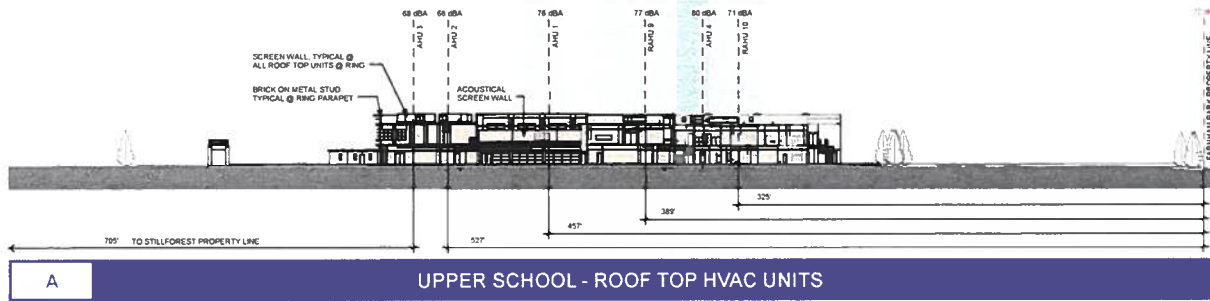
UPPER SCHOOL - PROPOSED LANDSCAPING

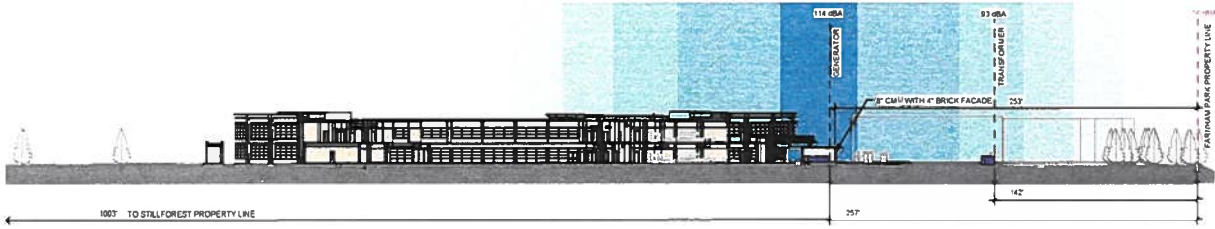


UPPER SCHOOL - PROPOSED LANDSCAPING

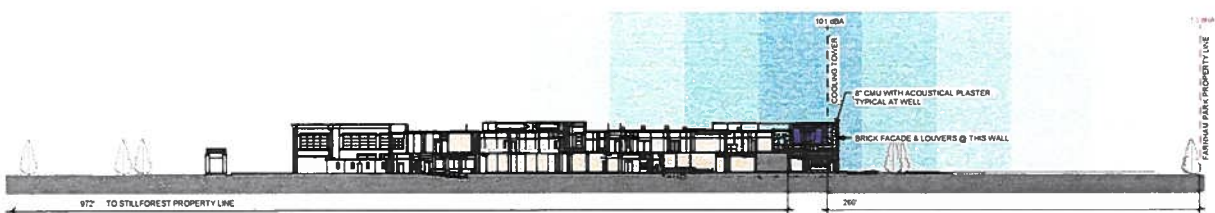
## TREE DISPOSITION AND PLANTING

Kinkaid New Upper and Lower Schools

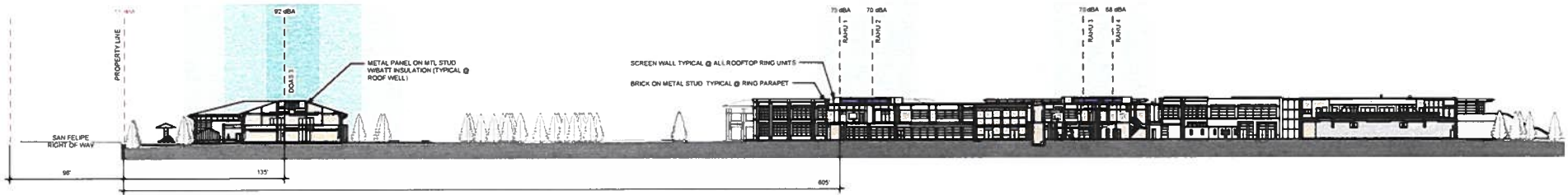




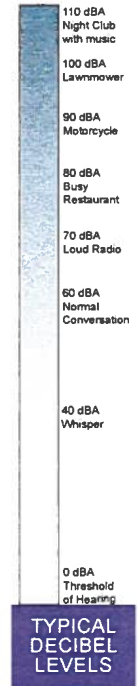
**A** UPPER SCHOOL - GENERATOR AND TRANSFORMERS



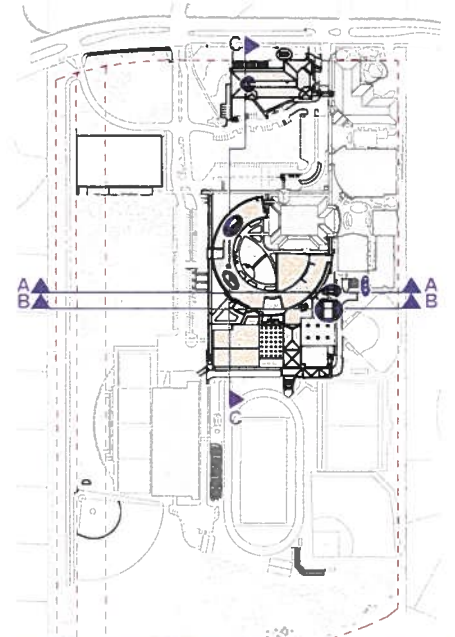
**B** UPPER SCHOOL - COOLING TOWER



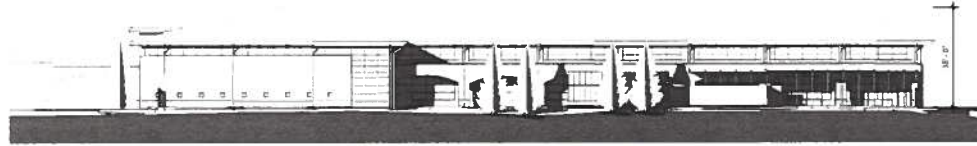
**C** LOWER SCHOOL / ADMIN - POWER POLE TRANSFORMERS & ROOF TOP HVAC UNITS



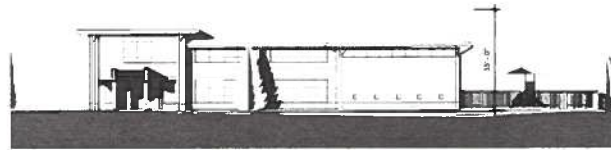
TYPICAL DECIBEL LEVELS



REFERENCE SITE PLAN



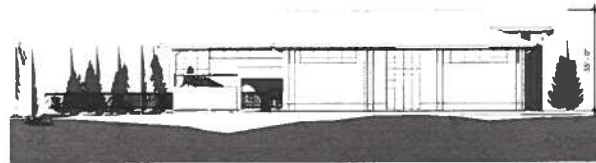
PROPOSED DESIGN - NORTH SIDE



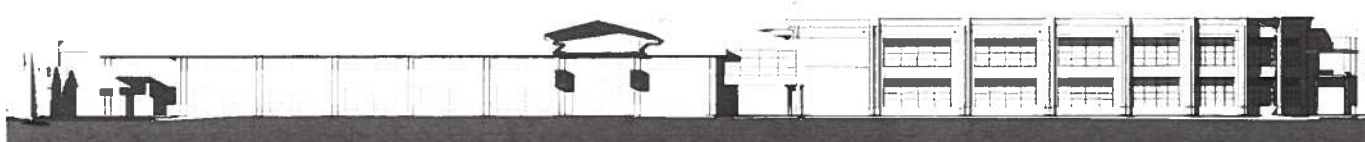
PROPOSED DESIGN - EAST SIDE



PROPOSED DESIGN - SOUTH SIDE



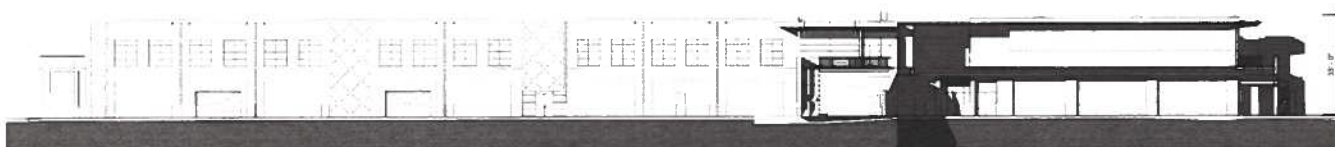
PROPOSED DESIGN - WEST SIDE



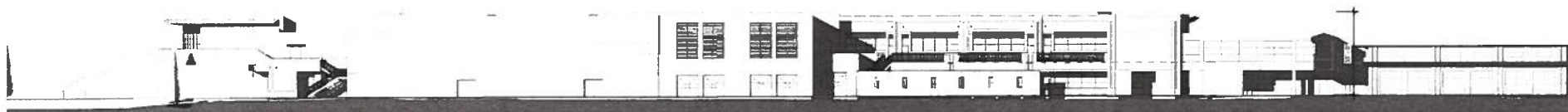
PROPOSED DESIGN - NORTH SIDE



PROPOSED DESIGN - WEST SIDE



PROPOSED DESIGN - SOUTH SIDE



PROPOSED DESIGN - EAST SIDE

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: November 15, 2021

SUBJECT: Discuss and consider possible action on approving the renewal of the Interlocal Agreement with Harris County to house, support, maintain, and confine or detain city prisoners in Harris County Jails.

Agenda Item: 7

The renewal will be under the same terms and conditions with no increase in pricing. The current agreement is attached and will expire 12/31/2021.





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

November 10,2021

Ms. Karen Farris City Secretary  
City of Piney Point Village  
7676 Woodway, Suite 300  
Houston, Texas 77063

**Re: Agreement with Harris County and the City of Piney Point Village**

Dear Ms. Farris,

The agreement to House, support, maintain, and confine prisoners in Harris County Jails, expires on December 31, 2021. If you will renew the contract under the same terms and conditions, with no increase in pricing, please advise the Purchasing Department in writing ASAP. You may respond by fax 713-755-6695 or by email to: [Tracy.Lacy@pur.hctx.net](mailto:Tracy.Lacy@pur.hctx.net)

If you have any questions, please call me at (713) 274-4438.

Sincerely,

*Tracy W. Lacy*

Tracy W. Lacy  
Buyer

TWL

---

City of Piney Point Village will renew the contract under the same terms and conditions with no increase in pricing for the term January 1, 2022 through December 31, 2022.

---

Signature

Date

---

Printed Name

**INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND  
THE CITY OF PINEY POINT VILLAGE**

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This Interlocal Agreement, entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, is between Harris County (the "County"), a body corporate and politic under the laws of the State of Texas, acting by and through its Sheriff's Office (the "Sheriff"), and The City of Piney Point Village ("City"). The County and City may be referred to collectively as the "Parties" or individually as a "Party."

**SCOPE OF SERVICES**

- A) Sheriff shall house, support, maintain, and confine or detain City prisoners in any of the Harris County Jails (the "Services").

"City prisoner" means any person at least 17 years of age who has been arrested by a City police officer, and either charged with, or convicted of, offenses within the jurisdiction of the Municipal Court or Courts of City.

- B) Each Party shall comply and assure compliance by each Party's agents, employees, volunteers, and subcontractors as applicable, providing work, products, services, licenses and/or deliverables under this Agreement with all applicable state, federal, and local laws, ordinances, regulations, executive orders, rules, directives, standards, guidelines, and instructions relating to the work to be performed.

**CITY RESPONSIBILITIES**

- A) City shall provide City Police Officers to perform services under this Agreement.

"City police officer" means a police officer of City, a marshal of City, a peace officer commissioned by City, or any other person employed by City who is a peace officer under the laws of the State of Texas.

- B) City acting by and through its City police officers shall be responsible for the presentment and discharge of a City Prisoner until the Sheriff accepts and confines the prisoner to the County Jail.
- C) City shall provide appropriate paperwork for presentment and discharge of a City Prisoner.
- D) A City police officer may present a City prisoner to Sheriff at the County Jail with the following paperwork issued by a magistrate:
  - 1) a pretrial arrest warrant or capias,
  - 2) a post-conviction commitment or decree, or

3) other order of detention.

- E) A City police officer may present a City prisoner to Sheriff for temporary detention at the County Jail with either an Instant Warrant, or a Certification of Charges filed.
- F) If City makes arrangements to take back custody of that City prisoner for presentment to a magistrate for a probable cause hearing and a review of charges as soon as possible within twenty-four (24) hours after that City prisoner is detained by Sheriff in the County Jail, Sheriff may accept the City prisoner for temporary detention
- G) City shall make arrangements to try or release such detained City prisoners in accordance with the TEX. CRIM. PROC. CODE art. 17.151.
- H) A City prisoner shall be the sole responsibility of City and the City police officers having custody of the prisoner until Sheriff accepts and confines the prisoner to the County Jail.

### COUNTY RESPONSIBILITIES

- A) If Sheriff accepts the City prisoner for confinement in the County Jail, Sheriff shall assume responsibility for the care, custody, and support of the City prisoner to the extent required in this Agreement for the period of time beginning when Sheriff accepts the City prisoner for confinement in the County Jail and ending when the City prisoner is released from confinement in the County Jail as provided in this Agreement.
- B) Sheriff shall provide Services to City at the following locations:
  - (i) 701 N. San Jacinto,
  - (ii) 1201 Commerce,
  - (iii) 1200 Baker St.,
  - (iv) 1307 Baker St., and
  - (v) 700 N. San Jacinto Houston, Texas (collectively referred to as the "County Jail").
- C) Sheriff shall provide the work, products, services, licenses and/or deliverables required to be provided by Sheriff and as set out in the Agreement.
- D) Except as otherwise provided in this Agreement, City and County agree that once a City prisoner is accepted and committed to the County Jail, Sheriff shall only release the City prisoner when the discharge of the City prisoner is lawfully ordered or authorized by a magistrate or any court of competent jurisdiction.
- E) Nothing herein shall create any obligation upon the Sheriff to house City Prisoners where the housing of such City Prisoners will, in the opinion of the Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility.
- F) If the Sheriff determines, at any time, that a condition exists necessitating the removal of City Prisoner, or any specified number thereof, City shall, upon notice by the Sheriff or County, immediately remove the prisoner from the facility.

- G) Further, nothing contained in this Agreement authorizes the Sheriff to incarcerate or hold any person in custody contrary to the Constitution and laws of the State of Texas and the United States of America, nor compels Sheriff to detain, accept or admit a City prisoner.

#### **MEDICAL FACILITY CARE**

- A) Sheriff, at its sole option, may choose NOT to accept a City prisoner when in Sheriff's opinion 1) the City prisoner appears ill or injured, or 2) the City prisoner needs immediate or significant medical treatment. The Sheriff's opinion as to what constitutes overcrowded conditions, illness, injury, significant medical treatment, or any other acceptance considerations shall be final and binding on the Parties to this Agreement.
- B) Sheriff shall determine whether the City prisoner should be transported to a hospital for medical treatment, upon presentation of any City prisoner at the County Jail.
- C) Sheriff, at its own discretion, may refuse to accept or detain an injured or ill City prisoner when medical attention is necessary before confinement.
- D) If Sheriff determines, at any time or for whatever reason, that a City prisoner must be sent to a hospital or other medical facility that is not part of the County jail, Sheriff shall notify City (which may be by phone), and City shall immediately make arrangements for appropriate City personnel to go to the medical facility to take custody of the City prisoner from the Sheriff. City shall reimburse County for any medical expenses billed to the County for the transport or treatment of the City prisoner.
- E) City agrees to immediately exercise its duty to take back custody and control of the City prisoner upon notification by Sheriff.
- F) County shall not charge City during the period that the City prisoner is in custody of City and not in the County jail.

#### **TERM OF AGREEMENT**

- A) The term of this Agreement shall commence upon final execution, and shall continue and remain in effect until December 31, 2019, unless earlier terminated in accordance with this Agreement.
- B) At the County's option, this Agreement may be renewed for three (3) additional consecutive one-year periods (each a "Renewal Term").

#### **TERMS OF PAYMENT**

- A) No later than the thirtieth (30<sup>th</sup>) day from the last day of each calendar month, Sheriff shall submit to the City Secretary a sworn invoice for Services rendered during that month, and shall send two (2) copies of said invoice to the City. All invoices MUST be submitted either by email to: [citysec@pinevpt.org](mailto:citysec@pinevpt.org) or by mail to the City Secretary, located at 7676 Woodway Drive, Suite 300 Houston, Texas 77063.

- B) Each invoice shall be in a form acceptable to the City Secretary and at a minimum, include such detail as may be requested by the City Secretary for verification purposes, including but not limited to, the dates inmates were housed with the Sheriff; the number of inmates housed each day; the daily cost per inmate and the total daily cost, and a total monthly cost for the Services.
- C) The City shall pay each approved invoice in accordance with the laws of the State of Texas.
- D) Further, Sheriff agrees to maintain, for a period of six (6) years, detailed records identifying each individual performing the Services, the date or dates the Services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, and provide such other details as may be requested by the City for verification purposes.

## COMPENSATION

- A) The per diem rate for detention services under this agreement is Eighty and No/Dollars (\$80.00) per day. This rate covers one inmate per day. City shall only contract the detention services under this agreement as needed, and as qualified inmates are identified through the classification process.

“Day” means the twenty-four (24) hour period from midnight to the next following midnight. In calculating the number of days a certain City prisoner is confined in the County Jail, the day of arrival will be counted but not the day of departure. However, if a City prisoner is detained by Sheriff or accepted in the County Jail and released the same day, the duration of this confinement shall be calculated and billed as one full day.

- B) Employees of the Sheriff providing Services to City shall be and remain employees of the Sheriff, under the direct supervision of the County. County shall be responsible for payment of all salaries and benefits due its employees furnishing or participating in the performance of these Services.
- C) Employees of City providing services shall be and remain employees of City, under the direct supervision of the City. City shall be responsible for payment of all salaries and benefits due its employees furnishing or participating in the performance of these services by City.

## TERMINATION

- A) Either Party may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other Party.
- B) Upon receipt of termination notice, City shall immediately send a City police officer or officers to take custody of any City prisoners at County facilities. Sheriff shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- C) Within thirty (30) days after receipt of notice of termination, Sheriff agrees to submit an invoice showing in detail the Services performed under this Agreement up to and including the date of termination.
- D) The City agrees to pay County that proportion of the prescribed charges for the Services actually performed and deliverables actually received under this Agreement bear to the total Services or deliverables called for under this Agreement, less such payments on account of charges as have

previously been made.

- E) *Force Majeure*. In the event that either Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits because of natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected party (referred to as a "*Force Majeure* Event"), the Party who has been so affected immediately agrees to give notice to the other Party and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the *Force Majeure* Event, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.

**NOTICE**

- A) Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or 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 the County or the City at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To City: City of Piney Point Village  
7676 Woodway Dr., Ste. 300  
Houston, Texas 77063  
Email: [citysec@pineypt.org](mailto:citysec@pineypt.org)  
Attn: Karen Farris  
City Secretary

To the County: Harris County Sheriff's Office  
1200 Baker St.  
Houston, Texas 77002  
Attn: Sheriff Ed Gonzalez

Copy to: Harris County Purchasing  
1001 Preston Suite 670  
Houston, Texas 77002

- A) Either Party may designate a different address by giving the other Party ten (10) days written notice.

**CIVIL LIABILITY**

- A) In accordance with Tex. Gov't Code § 791.006(b), each Party shall assume responsibility for its own actions and those of its officers, officials, employees and agents, and for its own defense should any claim be presented or suit filed against it arising from or related to any Services provided under this Agreement. Nothing in this section adds to or changes the liability limits and

immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Tex. Civ.Prac. & Rem Code, or other law. Notwithstanding any other language in this Agreement, nothing in this Agreement shall create a joint enterprise for the purpose of assigning or determining liability.

#### **NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY**

- A) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
- B) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C)
- D) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County 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.

#### **ENTIRE AGREEMENT; MODIFICATIONS**

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

#### **APPLICABLE LAW AND VENUE**

A) 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.

#### **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA")**

The purpose of this Article is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("HHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended (collectively referred to herein as the "Privacy and Security Requirements").

A) Definitions.

- i) Confidential Information is information that has been deemed or designated confidential by law (i.e., constitutional, statutory, regulatory, or by judicial decision).
- ii) Protected Health Information ("PHI") is defined in 45 C.F.R. § 164.501 and is limited to information created or received by Contractor from or on behalf of the City.
- iii) Electronic Protected Health Information ("EPHI") shall mean individually identifiable health information that is transmitted by or maintained in electronic media.
- iv) Security Incident shall mean the unauthorized access, use, disclosure, modification, or destruction of Confidential Information, including, but not limited to, PHI and EPHI, or interference with the systems operations in an information system, including, but not limited to, information systems containing EPHI. This definition includes, but is not limited to, lost or stolen transportable media devices (e.g., flash drives, CDs, PDAs, cell phones, and cameras), desktop and laptop computers, photographs, and paper files containing Confidential Information, including, but not limited to, PHI and EPHI.

B) General.

- i) County agrees to hold all PHI and EPHI confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended.
- ii) County agrees to be bound by and comply with all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Privacy and Security Requirements. Compliance with this paragraph is at County's own expense.
- iii) County agrees to cooperate with state and federal agencies and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conferences, hearings, trials, and any other process, including investigations, required as a result of County's services to the City. Compliance with this paragraph is at County's own expense.
- iv) The terms used in this Article shall have the same meaning as those terms in the Privacy and Security Requirements.



- C) **Representation.** County represents that it is familiar with and is in compliance with the Privacy and Security Requirements, which include Federal and State of Texas requirements governing information relating to HIV/AIDS, mental health, and drugs or alcohol treatment or referral.
- D) **Business Associate.** County is a “Business Associate” of the City as that term is defined under the Privacy and Security Requirements.
- i) **Nondisclosure of PHI.** County agrees not to use or disclose PHI received from or on behalf of the City or created, compiled, or used by County pursuant to the Agreement other than as permitted or required by this Article, or as otherwise required by law.
  - ii) **Limitation on Further Use or Disclosure.** County agrees not to further use or disclose PHI or EPHI received from or on behalf of the City or created, compiled, or used by County pursuant to this Agreement in a manner that would be prohibited by the Privacy and Security Requirements if disclosure was made by the City, or if either County or the City is otherwise prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.
  - iii) **Safeguarding PHI.** County agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Article or as required by State or Federal law, regulation, or rule.
  - iv) **Safeguarding EPHI.** County agrees to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the City. These safeguards shall include the following:
    - a) Encryption of EPHI that County stores and transmits;
    - b) Implementation of strong access controls, including physical locks, firewalls, and strong passwords;
    - c) Use of updated antivirus software;
    - d) Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and
    - e) Conduct of periodic security training.

- v) **Reporting Security Incidents.** County agrees to report to the City any Security Incident immediately upon becoming aware of such. County further agrees to provide the City with the following information regarding the Security Incident as soon as possible, but no more than five (5) business days after becoming aware of the Security Incident:
- a) a brief description of what happened, including the dates the Security Incident occurred and was discovered;
  - b) a reproduction of the PHI or EPHI involved in the Security Incident; and
  - c) a description of whether and how the PHI or EPHI involved in the Security Incident was rendered unusable, unreadable, or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or EPHI prior to disposal.

If County determines that it is infeasible to reproduce the PHI or EPHI involved in the Security Incident, County agrees to notify the City in writing of the conditions that make reproduction infeasible and any information County has regarding the PHI or EPHI involved.

County agrees to cooperate in a timely fashion with the City regarding all Security Incidents reported to the City.

County agrees that the City will review all Security Incidents reported by County and the City, in its sole discretion, will take the following steps in response, to the extent necessary or required by law, including, but not limited to:

- a) notifying the individual(s) whose PHI or EPHI was involved in the Security Incident, either in writing, via telephone, through the media, or by posting a notice on the City's website, or through a combination of those methods, of the Security Incident;
- b) providing the individual(s) whose PHI or EPHI was involved in the Security Incident with credit monitoring services for a period of time to be determined by the City, at no cost to the individuals; and
- c) providing notice of the Security Incident, as required by law, to the Secretary of the HHS.

- vi) **EPHI and Subcontractors.** County shall require any agent to whom it provides PHI or EPHI, including a subcontractor, to agree to implement reasonable and appropriate safeguards to protect such PHI or EPHI.
- vii) **Subcontractors and Agents.** County shall require any agent to whom it provides PHI or EPHI, including a subcontractor, to agree to implement reasonable and appropriate safeguards to protect the PHI or EPHI. County shall require any subcontractor or agent to whom County provides PHI or EPHI received from or on behalf of the City or created, compiled, or used by County pursuant to this Agreement, to agree to the same restrictions and conditions that apply to County with respect to such PHI and EPHI. Additionally, County agrees and understands that no PHI or EPHI shall be sent, distributed, stored, made available to, or in any way accessed by any agent or subcontractor located outside of the United States.
- viii) **Reciprocal Disclosures.** The Parties agree that the Parties may reciprocally disclose and use PHI or EPHI for initial and continuing eligibility and compliance determinations related to the provision of benefits, for auditing and legal compliance purposes, and for compliance with laws, regulations, and rules related to the provision of medical or drug benefits to persons who may be eligible for such benefits under the Medicare Prescription Drug Benefit Program, Part D, or other federal or State of Texas programs.
- ix) **Mitigation.** County agrees to mitigate, to the extent practicable, any harmful effect that is known to County of a use or disclosure of PHI or EPHI by County, or by a subcontractor or agent of County, resulting from a violation of this Article, including violations of the Privacy and Security Requirements stated herein. County also agrees to inform the City in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.
- x) **Notice – Access by Individual.** County agrees to notify the City in writing within three (3) business days of any request by an individual for access to the individual's PHI or EPHI and, upon receipt of such request, direct the individual to contact the City to obtain access to the individual's PHI. Upon request by the City, County agrees to make available PHI and EPHI to the City or, as directed by the City, to an individual in accordance with 45 C.F.R. § 164.524.
- xi) **Notice – Request for Amendment.** County agrees to notify the City in writing within three (3) business days of any request by an individual for an amendment to the individual's PHI or EPHI and, upon receipt of such request from the individual, direct the individual to the City to request an amendment of the individual's PHI or EPHI. County agrees to make available upon request PHI and EPHI for amendment

and to incorporate any amendments to PHI and EPHI agreed to or directed by the City in accordance with 45 C.F.R. § 164.526.

- xii) Notice – Request for Accounting. Upon receipt of any request from an individual for an accounting of disclosures made of the individual’s PHI or EPHI, County agrees to notify the City in writing within three (3) business days of any such request, and upon receipt of such request from the individual, direct the individual to the City for an accounting of the disclosures of the individual’s PHI or EPHI. County agrees to make available upon request the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Pursuant to 45 C.F.R. § 164.528(a), an individual has a right to receive an accounting of certain disclosures of PHI or EPHI in the six (6) years prior to the date on which the accounting is requested.
- xiii) HHS Inspection. Upon written request, County agrees to make available to HHS or its designee, County’s internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from, or created or received on behalf of, the City, in a time or manner designated by HHS for purposes of HHS determining the City’s compliance with the Privacy and Security Requirements.
- xiv) City Inspection. Upon written request, County agrees to make available to the City and its duly authorized representatives during normal business hours County’s internal practices, books, records and documents relating to the use and disclosure of confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the City in a time and manner designated by the City for the purposes of the City determining compliance with the Privacy and Security Requirements. County agrees to allow such access until the expiration of six (6) years after the services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later. County agrees to allow similar access to books, records, and documents related to contracts between County and organizations related to or subcontracted by County to whom County provides confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the City.
- xv) PHI or EPHI Amendment. County agrees to incorporate any amendments, corrections, or additions to the PHI or EPHI received from or created, compiled, or used by the City pursuant to this Agreement when notified by the City that the PHI or EPHI is inaccurate or incomplete, or that other documents are to be added as required or allowed by the Privacy and Security Requirements.
- xvi) Documentation of Disclosures. County agrees to document disclosure of PHI or EPHI and information related to such disclosures as is necessary for the City to

respond to a request by an individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. § 164.528, as amended.

- xvii) **Termination Procedures.** Upon termination of this Agreement for any reason, County agrees to deliver all PHI or EPHI received from the City or created, compiled, or used by County pursuant to this Agreement within thirty (30) days from the date of termination, or, if specially requested to do so by the City in writing, to destroy all PHI or EPHI within the time frame determined by the City, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when County maintains PHI or EPHI from the City in any form. If County determines that transferring or destroying the PHI or EPHI is infeasible, County agrees:
  - a) to notify the City of the conditions that make transfer or destruction infeasible;
  - b) to extend the protections of this Article to such PHI or EPHI; and
  - c) to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return, or transfer to the City, or destruction infeasible.
- xviii) **Notice – Termination.** Upon written notice to County, the City may terminate any portion of the Agreement under which County maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to County, the City may immediately terminate the entire Agreement if the City determines, at its sole discretion, that County has repeatedly violated a Privacy or Security Requirement.
- E) **Survival of Privacy Provisions.** County’s obligations with regard to PHI and EPHI shall survive termination of this Agreement.
- F) **Amendment Related to Privacy and Security Requirements.** The Parties agree to take such action as is necessary to amend this Agreement if the City, in its reasonable discretion, determines that amendment is necessary for the City to comply with the Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this Article shall be resolved to permit the City to comply with the Privacy and Security Requirements.
- G) **Indemnification.** To the fullest extent allowed by law, County agrees to indemnify and hold harmless the Harris County Juvenile Probation Department, the City, Harris County and its officers, employees, and agents (individually and collectively “Indemnitees”) against any and all losses, liabilities, judgments, penalties, awards,

**and costs (including costs of investigations, legal fees, and expenses) arising out of or related to:**

- i) a breach of this Agreement relating to the Privacy and Security Requirements by County; or**
  - ii) any negligent or wrongful acts or omissions of County or its employees, directors, officers, subcontractors, or agents, relating to the Privacy and Security Requirements, including failure to perform their obligations under the Privacy and Security Requirements.**
- H) This Article survives the termination of the Agreement and expires six (6) years after its termination.**

#### **NO THIRD-PARTY BENEFICIARIES**

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

#### **CONTRACT CONSTRUCTION**

- A) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.**
- B) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.**
- C) When terms are used in the singular or plural, the meaning shall apply to both.**
- D) When either the male or female gender is used, the meaning shall apply to both.**

#### **WAIVER OF BREACH**

- A) 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.**

#### **SEVERABILITY**

- A) 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.**

#### **NO BINDING ARBITRATION; RIGHT TO JURY TRIAL**

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

#### **TEXAS PUBLIC INFORMATION ACT**

- A) Each Party expressly acknowledges that the other Party is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and notwithstanding any provisions in this Agreement to the contrary, each Party will make any information related to this Agreement available to third parties in accordance with the Public Information Act.
- B) It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers, and employees shall have no liability or obligations to City for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General.
- C) In the event the County receives a written request for information pursuant to the Act that affects City's rights, title to, or interest in any information or data or a part thereof, furnished to the County by City under this Agreement, then the County will promptly notify City of such request. City may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. City is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. City is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.
- D) Electronic Mail Addresses. City affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by City and agents acting on behalf of City and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

#### **RECITALS**

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

#### **SURVIVAL OF TERMS**

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

## **MULTIPLE COUNTERPARTS/EXECUTION**

- A) 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.

## **WARRANTY**

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

## **INDEPENDENT PARTIES**

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



**HARRIS COUNTY**

**CITY OF PINEY POINT VILLAGE**

By: Lina Hidalgo  
HARRIS COUNTY COUNTY JUDGE LINA HIDALGO

By: Mark Kobelan  
Mark Kobelan  
Mayor

By: Lina Hidalgo FEB 26 2019  
Lina Hidalgo (date)  
Harris County Judge

ACKNOWLEDGED BY:

Karen Farris  
Karen Farris  
City Secretary

**VINCE RYAN**  
Harris County Attorney

By: Neeharika Tumati  
Neeharika Tumati  
Assistant County Attorney  
CA File No: 18GEN1871



ATTEST BY:  
Ed Gonzalez  
Ed Gonzalez  
Sheriff  
Harris County Sheriff's Office

**ORDER OF COMMISSIONERS COURT**

Authorizing Interlocal Agreement with the City of Piney Point Village

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on FEB 26 2019, with all members present except none

A quorum was present. Among other business, the following was transacted:  
**ORDER AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT  
WITH THE CITY OF PINEY POINT VILLAGE  
FOR CITY PRISONER DETENTION AND HOUSING**

Commissioner Ellis introduced an order and moved that Commissioners Court adopt the order. Commissioner Cagle seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

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

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

**IT IS ORDERED** that:

1. The Harris County Judge is authorized to execute on behalf of Harris County Interlocal Agreement between the City of Piney Point Village for city prisoner detention and housing at no cost to the County. The Interlocal Agreement is incorporated by reference and made a part of this order for all intents and purposes as thought set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

Presented to Commissioners Court

FEB 26 2019

APPROVE ELC  
Recorded Vol \_\_\_ Page \_\_\_

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: November 15, 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: 8

No attachment

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: November 15, 2021

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

Agenda Item: 9

**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 Tabatabaieian ("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 Circle Lane);

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:**


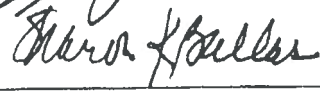
Robert M. and Julie T. Shuford  
[11326 Piney Point Circle]

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CAABD569515B42F



**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]

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*Marc S. Jacobs*  
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DocuSigned by:  
*AR*  
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**OWNER LOT 6:**

Austin J. Blanchard  
[11303 Piney Point Circle]

DocuSigned by:  
*ajb*  
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**OWNER LOT 7:**

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

*Frank Wozencraft*  
*E. Wozencraft*

**OWNER LOT 8:**

Allen Almassi and Fariba Tabatabaeian  
[11319 Piney Point Circle]

*Allen Almassi*  
*Fariba Tabatabaeian*

**OWNER LOT 9:**

Gary L. Wolf  
[11327 Piney Point Circle]

*Gary L. Wolf*

**OWNER LOT 10:**

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

*B. K. Chin*  
*Nancy Chin*

EXHIBIT "A"

Survey and Metes and Bounds Description

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;

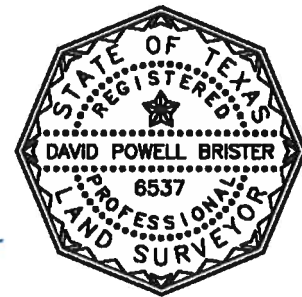
**MBCO Engineering, LLC.**

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;

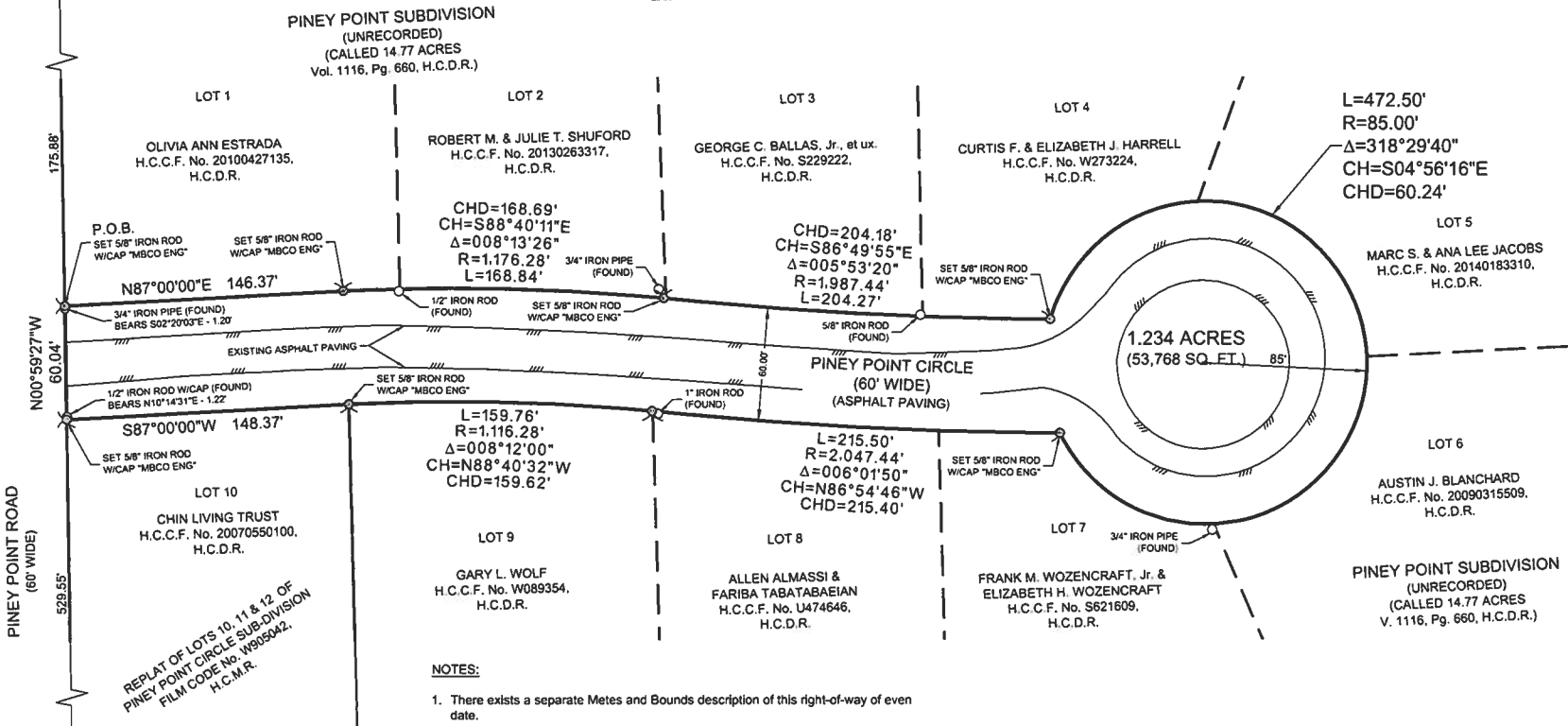
**THENCE** North  $00^{\circ} 59' 27''$  West along said east right-of-way line and the west line of this tract, a distance of 60.04 feet to the **POINT OF BEGINNING** and containing 1.234 acres (53,768 square feet) of land. This description accompanies an exhibit titled “Exhibit To Accompany Metes And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



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

**MBCO Engineering, LLC.**

JOHN D. TAYLOR SURVEY, A-7  
HARRIS COUNTY, TEXAS



REPLAT OF LOTS 10, 11 & 12 OF  
PINEY POINT CIRCLE SUB-DIVISION  
FILM CODE No. W965042.  
H.C.M.R.

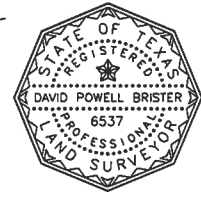
**NOTES:**

1. There exists a separate Metes and Bounds description of this right-of-way of even date.
2. The shown tract has been monumented with 5/8-inch Iron rods with caps stamped "MBCO ENG" unless otherwise noted.
3. All bearings shown hereon are based on Piney Point Village survey control. Coordinates referenced hereon are Grid and may be converted to surface by applying the following combined scale factor of 0.999996876.

**ABBREVIATIONS LEGEND:**

H.C.C.F. HARRIS COUNTY CLERK'S FILE.  
H.C.M.R. HARRIS COUNTY MAP RECORDS  
H.C.D.R. HARRIS COUNTY DEED RECORDS  
No. NUMBER  
P.O.B. POINT OF BEGINNING  
Pg. PAGE  
SQ. FT. SQUARE FEET  
Vol. VOLUME

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



<b>EXHIBIT TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF 1.234 ACRES (53,768 SQ. FT.) JOHN D. TAYLOR SURVEY, A-7 HARRIS COUNTY, TEXAS</b>	
	1505 Highway 6 South Suite 180 Houston, Texas 77077 TBPE Reg. No. F16850 TBPLS Reg. No. 10194112 Phone: 281-760-1656 www.mbcengineering.com
PROJECT No. 66.19.03	DATE: 01-22-2020
KEY MAP: 490-Q	DRAWN BY: SP
FIELD BOOK: 151	CHECKED BY: DAVE BRISTER
SCALE: 1" = 60'	DWG. No. 66.19.03_PINEY PT BDY

PINEY POINT ROAD  
(60' WIDE)

MEMORIAL DRIVE

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: November 15, 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: 10

**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 31<sup>st</sup> day of October, 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]



---



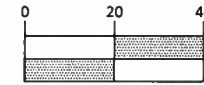
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EXHIBIT "A"

Survey and Metes and Bounds Description for ROW

**JOHN D. TAYLOR SURVEY, A-7**  
**HARRIS COUNTY, TEXAS**

**GRAPHIC SCALE**



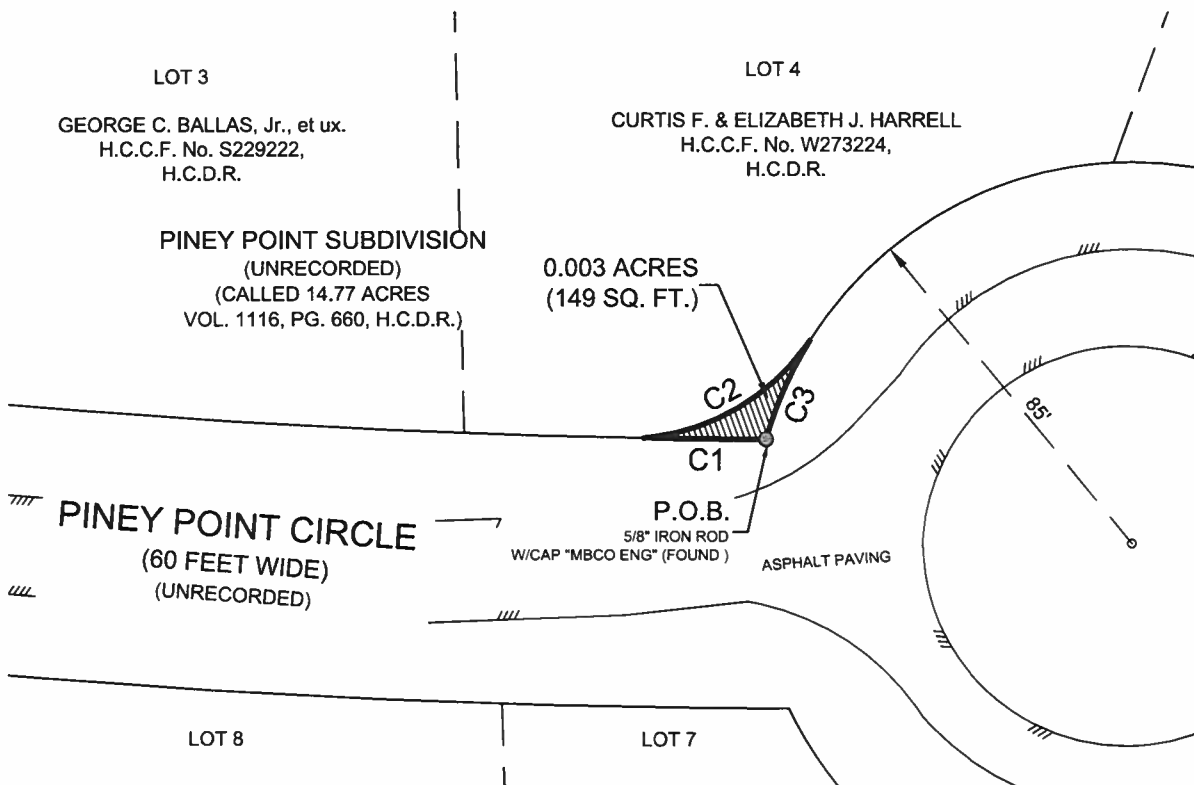
1 inch = 40 ft.

**ABBREVIATIONS LEGEND:**

- H.C.C.F. HARRIS COUNTY CLERK'S FILE.
- H.C.M.R. HARRIS COUNTY MAP RECORDS
- H.C.D.R. HARRIS COUNTY DEED RECORDS
- NO. NUMBER
- P.O.B. POINT OF BEGINNING
- PG. PAGE
- SQ. FT. SQUARE FEET
- VOL. VOLUME

**NOTES:**

1. THIS EXHIBIT WAS PREPARED IN CONJUNCTION WITH A SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE.
2. CORNERS HAVE NOT BEEN STAKED UNLESS OTHERWISE NOTED.
3. ALL BEARINGS SHOWN HEREON ARE BASED ON PINEY POINT VILLAGE SURVEY CONTROL.



**CURVE TABLE**

CURVE	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE	LENGTH
C1	1,987.44	00°47'20"	N89°22'55"W	27.36'	27.36'
C2	50.00	50°54'34"	N59°43'13"E	42.98'	44.43'
C3	85.00	16°15'20"	S23°56'34"W	24.03'	24.12'

*Marion R. Clark*

Marion R. Clark  
 Registered Professional Land Surveyor  
 Texas Registration No. 1881



NO.	DATE	REVISION
DRAWN BY: SP	SCALE: 1"=40'	FB No. 151
APP'VD BY:	DATE: 9/17/21	PRJ. No. 66-19-003

**EXHIBIT TO ACCOMPANY  
 METES AND BOUNDS  
 DESCRIPTION OF  
 0.003 ACRES (149 SQ. FT.)  
 JOHN D. TAYLOR SURVEY, A-7  
 HARRIS COUNTY, TEXAS**



1505 Highway 6 South  
 Suite 180  
 Houston, Texas 77077  
 TBPE Reg. No. F16850  
 TBPLS Reg. No. 10194112  
 Phone: 281-760-1656  
 www.mbcoengineering.com

**METES & BOUNDS DESCRIPTION**  
**0.003 ACRES (149 SQ. FT.)**  
**JOHN D. TAYLOR SURVEY, A-7**  
**HARRIS COUNTY, TEXAS**

Being a tract or parcel containing 0.003 acres (149 square feet) of land situated in the John D. Taylor Survey, A-7; being out of and part of that certain tract of land conveyed unto Curtis F. & Elizabeth J. Harrell by deed filed for record under Harris County Clerk's File Number (H.C.C.F.) W273224 of the Harris County Deed Records (H.C.D.R.), also known as Lot 4 of Piney Point, an unrecorded subdivision of 14.77 acres of land conveyed unto John I. Henderson, trustee, by deed filed for record in Volume 1116, Page 660, 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 found for the southeast corner of the herein described tract located at a non-tangent point of reverse curvature located in the north right-of-way line of Piney Point Circle (unrecorded 60 feet wide) and in the south line of the aforementioned tract recorded in H.C.C.F W273224;

**THENCE**, Westerly along the north right-of-way line of Piney Point Circle and the arc of a curve to the right having a radius of 1,987.44 feet, central angle of  $00^{\circ} 47' 20''$ , a chord bearing and distance of North  $89^{\circ} 22' 55''$  West, 27.36 feet, for a total arc distance of 27.36 feet to a point for the most westerly corner of the herein described tract and being in the arc of a non-tangent curve to the left;

**THENCE**, Northeasterly along the arc of said non-tangent curve to the left having a radius of 50.00 feet, central angle of  $50^{\circ} 34' 34''$ , a chord bearing and distance of North  $59^{\circ} 43' 13''$  East, 42.98 feet, for a total arc distance of 44.43 feet to a point for the most northerly corner of the herein described tract in the northerly right-of-way line of said Piney Point Circle;

**THENCE**, Southwesterly along the northerly right-of-way line of said Piney Point Circle and along the arc of a non-tangent curve to the left having a radius of 85.00 feet, a central angle of  $16^{\circ} 15' 20''$ , a chord bearing and distance of South  $23^{\circ} 56' 34''$  West, 24.03, a total arc distance of 24.12 feet to the **POINT OF BEGINNING** and containing of .003 acre of land (149 square feet) of land. This description is submitted in conjunction with an exhibit map titled "Exhibit to Accompany Metes and Bounds Description of .003 acre (149 square feet) and prepared on September 17, 2021.

*Marion R. Clark*

Marion R. Clark  
Registered Professional Land Surveyor  
Texas Registration No. 1881



**MBCO** Engineering, LLC.

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 Curtis F. and Elizabeth J. Harrell, 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 Piney Point 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 street and drainage purposes, including the right to construct, operate, maintain, inspect, replace, and remove said street and drainage improvements 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 street and drainage improvements 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 31<sup>st</sup> day of October, 2021.

GRANTOR:

  
\_\_\_\_\_  
Curtis F. Harrell

  
\_\_\_\_\_  
Elizabeth J. Harrell

ADDRESS OF GRANTEE:

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

Attachments: Exhibit "A" – Survey and Metes and Bounds

ACKNOWLEDGEMENT

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

BEFORE ME, the undersigned authority, on this day personally appeared, Curtis F. and Elizabeth J. Harrell 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 \_\_\_\_\_, 2021.

(SEAL)  
Texas

\_\_\_\_\_  
Notary Public In and For the State of

My Commission Expires:

\_\_\_\_\_

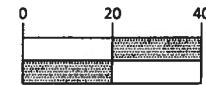
Please return to:  
David W. Olson  
Olson & Olson, L.L.P.  
2727 Allen Parkway, Suite 600  
Houston, Texas 77019

Exhibit "A"

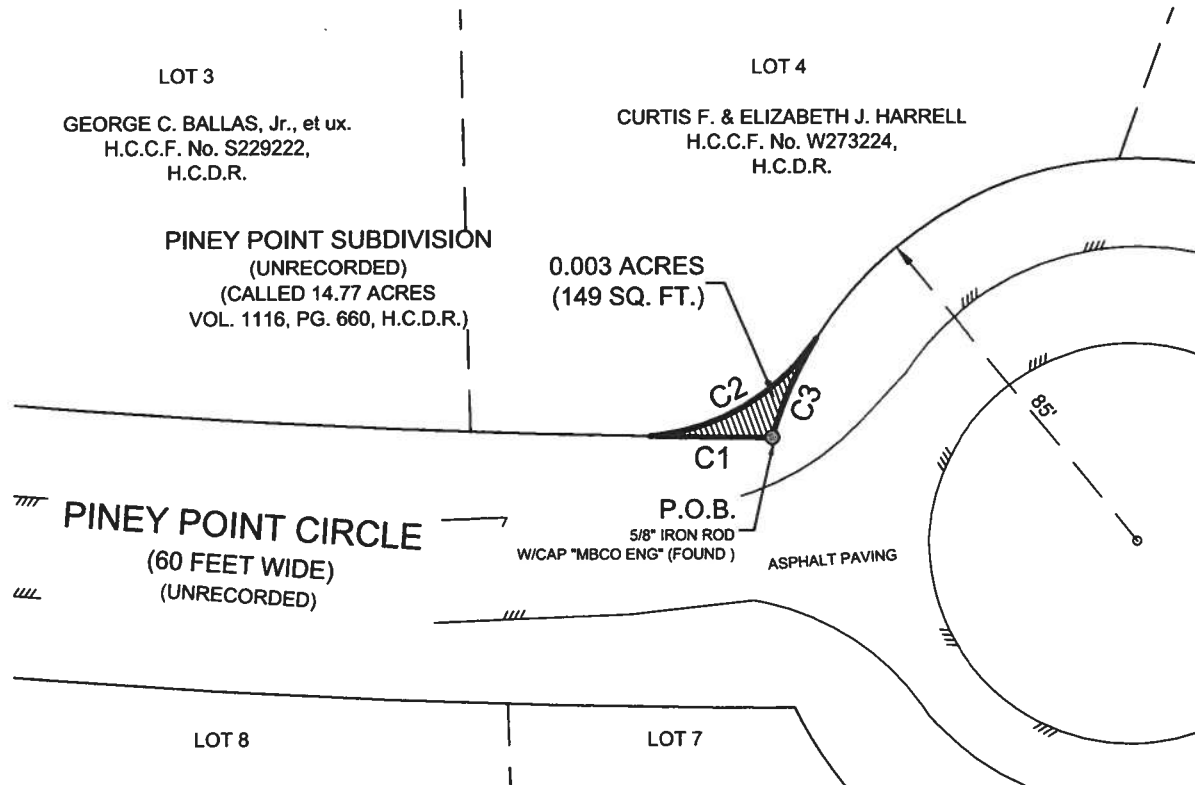
Survey and Metes and Bounds

**JOHN D. TAYLOR SURVEY, A-7  
HARRIS COUNTY, TEXAS**

**GRAPHIC SCALE**



1 inch = 40 ft.



**ABBREVIATIONS LEGEND:**

- H.C.C.F. HARRIS COUNTY CLERK'S FILE.
- H.C.M.R. HARRIS COUNTY MAP RECORDS
- H.C.D.R. HARRIS COUNTY DEED RECORDS
- NO. NUMBER
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**NOTES:**

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3. ALL BEARINGS SHOWN HEREON ARE BASED ON PINEY POINT VILLAGE SURVEY CONTROL.

**CURVE TABLE**

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C3	85.00	16°15'20"	S23°56'34"W	24.03'	24.12'

*Marion R. Clark*

Marion R. Clark  
Registered Professional Land Surveyor  
Texas Registration No. 1881



NO.	DATE	REVISION
DRAWN BY: SP	SCALE: 1"=40'	FB No. 151
APP'VD BY:	DATE: 9/17/21	PRJ. No. 66-19-003

**EXHIBIT TO ACCOMPANY  
METES AND BOUNDS  
DESCRIPTION OF  
0.003 ACRES (149 SQ. FT.)  
JOHN D. TAYLOR SURVEY, A-7  
HARRIS COUNTY, TEXAS**



1505 Highway 6 South  
Suite 180  
Houston, Texas 77077  
TBPE Reg. No. F16850  
TBPLS Reg. No. 10194112  
Phone: 281-760-1656  
www.mbcoengineering.com

**METES & BOUNDS DESCRIPTION**  
**0.003 ACRES (149 SQ. FT.)**  
**JOHN D. TAYLOR SURVEY, A-7**  
**HARRIS COUNTY, TEXAS**

Being a tract or parcel containing 0.003 acres (149 square feet) of land situated in the John D. Taylor Survey, A-7; being out of and part of that certain tract of land conveyed unto Curtis F. & Elizabeth J. Harrell by deed filed for record under Harris County Clerk's File Number (H.C.C.F.) W273224 of the Harris County Deed Records (H.C.D.R.), also known as Lot 4 of Piney Point, an unrecorded subdivision of 14.77 acres of land conveyed unto John I. Henderson, trustee, by deed filed for record in Volume 1116, Page 660, 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 found for the southeast corner of the herein described tract located at a non-tangent point of reverse curvature located in the north right-of-way line of Piney Point Circle (unrecorded 60 feet wide) and in the south line of the aforementioned tract recorded in H.C.C.F W273224;

**THENCE**, Westerly along the north right-of-way line of Piney Point Circle and the arc of a curve to the right having a radius of 1,987.44 feet, central angle of 00° 47' 20", a chord bearing and distance of North 89° 22' 55" West, 27.36 feet, for a total arc distance of 27.36 feet to a point for the most westerly corner of the herein described tract and being in the arc of a non-tangent curve to the left;

**THENCE**, Northeasterly along the arc of said non-tangent curve to the left having a radius of 50.00 feet, central angle of 50° 34' 34", a chord bearing and distance of North 59° 43' 13" East, 42.98 feet, for a total arc distance of 44.43 feet to a point for the most northerly corner of the herein described tract in the northerly right-of-way line of said Piney Point Circle;

**THENCE**, Southwesterly along the northerly right-of-way line of said Piney Point Circle and along the arc of a non-tangent curve to the left having a radius of 85.00 feet, a central angle of 16° 15' 20", a chord bearing and distance of South 23° 56' 34" West, 24.03, a total arc distance of 24.12 feet to the **POINT OF BEGINNING** and containing of .003 acre of land (149 square feet) of land. This description is submitted in conjunction with an exhibit map titled "Exhibit to Accompany Metes and Bounds Description of .003 acre (149 square feet) and prepared on September 17, 2021.

*Marion R. Clark*

Marion R. Clark  
Registered Professional Land Surveyor  
Texas Registration No. 1881



**MBCO Engineering, LLC.**

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: November 15, 2021

SUBJECT: Consider and take action to approve Resolution No. 2021.11.15 authorizing eminent domain for Piney Point Circle.

Agenda Item: 11



**RESOLUTION NO. 2021.11.15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE, TEXAS, DETERMINING THAT LAND IS NEEDED FOR USE AS A ROADWAY WITHIN THE CITY, SPECIFICALLY A TRACT OF LAND CONTAINING 1.234 ACRES, AT ONE TIME OWNED BY JOHN I. HENDERSON, HOWEVER CURRENTLY OWNED BY UNKNOWN HEIRS OR OTHER PERSONS, IN THE CITY OF PINEY POINT VILLAGE, TEXAS; AND AUTHORIZING THE INSTITUTION OF EMINENT DOMAIN PROCEEDINGS.**

\* \* \* \* \*

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

**WHEREAS**, the City, through its duly authorized representatives, have been unable to locate the current owner(s) of the Land to attempt to negotiate and agree to the fair market value thereof and damages, if any; now therefore,

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

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

**Section 2.** The City Council of the City finds that a bona fide attempt has been made by duly authorized representatives of the City to locate any owner(s) or other interest holders of the Land to no avail, and that the only way for the City to acquire such interest in said 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 to acquire the necessary property rights in the Land for use as a roadway and deemed necessary for such purpose, as allowed by law.

**Section 4.** The City Attorney is hereby authorized to bring eminent domain proceedings on behalf of the City under applicable provisions of law, whether provided by §251.001 of the Texas Local Government Code, as amended, Chapter 21 of the Texas Property Code, or by any other provision of law, against the owner or owners of the Land, to-wit: John I. Henderson or his heirs, or against the real and true owner, owners, claimant, or claimants if John I. Henderson or his heirs are said not to be the owner(s) of the Land.

PASSED, APPROVED, AND RESOLVED this \_\_\_\_ day of \_\_\_\_\_, 2021.

---

Mark Kobelan  
Mayor

ATTEST:

---

Karen Farris  
City Secretary

# EXHIBIT "A"

Piney Point Circle ROW Real Estate Appraisal

1.234 Acres  
(53,768 Sq. Ft.)

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

STATE OF TEXAS  
COUNTY OF HARRIS

## 1.234 Acre Tract

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

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

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

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

**MBCO Engineering, LLC.**

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

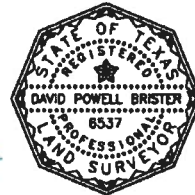
Piney Point Circle ROW Real Estate Appraisal

1.234 Acres  
(53,768 Sq. Ft.)

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

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

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



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

**MBCO Engineering, LLC.**

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

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: November 15, 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.

Agenda Item: 12

This would start in January and end in May or June. It would consist of 6-7 meetings, approximately 2 hours, in the afternoon. Only one representative from the City of Piney Point Village is needed.

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: November 15, 2021

SUBJECT: Discuss and consider possible action on Resolution No. 2021.11.15A casting the ballot for the election of a person to the Board of Directors of the Harris County Appraisal District.

Agenda Item: 13

The nominee is Mike Sullivan.



**Harris County Appraisal District**  
Interoffice Memorandum

**OFFICE OF THE CHIEF APPRAISER**

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TO: Presiding Officers of Taxing Units  
Served by the Harris County Appraisal District

FROM: Roland Altinger, Chief Appraiser

SUBJECT: Election of Board of Directors of the  
Harris County Appraisal District

DATE: October 26, 2021

The nomination period for board candidates representing the small cities, school districts, junior college districts and conservation and reclamation districts closed October 15, 2021. The names of all candidates officially nominated to me on or before that date are reflected on the enclosed "Certification of Ballot" forms.

Candidates for contested positions are listed alphabetically on the ballots in the manner required by the Texas Tax Code.

Mike Sullivan was the only person nominated for the board position representing cities other than the City of Houston.

Martina Lemond Dixon was the only nominee for the position representing school districts other than Houston Independent School District and the junior college districts.

Charles Brandman, Erin Corken, Jonathan Cowen, Sandra Jaramillo, Shantai Magee, Wayne Mentz, and Patricia Morlen are nominees for the position representing the conservation and reclamation districts.

To assist you in the election procedure, I have enclosed a Certification of Ballot and a suggested form of resolution for casting your vote for the candidate representing your type of taxing unit. ***Ballot forms for all four types of units are enclosed to make you aware of all nominees, even though only taxing units of a particular type may vote in the election applicable to that type of unit.*** The governing body of each taxing unit is entitled to one vote for the candidate of its choice from the names appearing on the appropriate Certification of Ballot. Please note, the junior college districts vote collectively. Each board of trustees for the respective junior college districts may file a vote by resolution with the chief appraiser, however, the collective vote of the junior college

districts will thereafter be cast for the candidate who receives the most votes from among the junior college districts.

Each governing body must cast its vote for one of the nominees, formally adopt a resolution naming the person for whom it votes, and submit a certified copy to the chief appraiser. ***The vote must be by resolution.*** The resolution, or a certified copy thereof, together with the completed Certification of Ballot, must be delivered to Roland Altinger, Chief Appraiser, 13013 Northwest Freeway, Houston, Texas 77040, or mailed to P. O. Box 920975, Houston, Texas 77292-0975 ***to arrive before 5:00 p.m. on December 15, 2021.*** The outside of the envelope should be marked "Ballot for Board of Directors." Ballots that arrive after that day and time will not be counted. ***Resolutions and Certification of Ballot may be submitted via e-mail to [cguerra@hcad.org](mailto:cguerra@hcad.org). However, if they are submitted via e-mail, the original must also be mailed to the address shown above via regular first-class mail.***

Prior to December 20, 2021, the chief appraiser will count the votes, declare the results, and notify the winners, the nominees, and the presiding officers of each taxing unit. A tie vote will be resolved by a method of chance chosen by the chief appraiser.

These procedures do not apply to Harris County, the City of Houston, or the Houston Independent School District. Those units will select their board member by adopting a resolution appointing such member by December 15, 2021, and delivering an original or certified copy to the Office of the Chief Appraiser.

If you have questions about the board selection process, please call me at 713/957-5299.

Sincerely,



Roland Altinger, RPA  
Chief Appraiser

Attachments

c: HCAD Board Members  
Tax Assessors  
Attorneys



*(For Use by Cities Other Than the City of Houston)*

CERTIFICATION OF BALLOT  
FOR BOARD OF DIRECTORS  
HARRIS COUNTY APPRAISAL DISTRICT

I, \_\_\_\_\_, certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, the City Council of the City of \_\_\_\_\_ did by resolution cast its ballot for the following nominee to serve as a member of the Board of Directors of the Harris County Appraisal District.

(Place an "X" in the square next to the candidate of your choice.)

Mike Sullivan                                   

I further certify that a true and correct copy of the resolution casting such ballot is attached hereto.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF \_\_\_\_\_  
CASTING ITS BALLOT FOR THE ELECTION OF A PERSON  
TO THE BOARD OF DIRECTORS OF THE  
HARRIS COUNTY APPRAISAL DISTRICT

WHEREAS, the chief appraiser of the Harris County Appraisal District has delivered to the mayor of this city, the names of those persons duly nominated as candidates to serve in that position on the board of directors of the Harris County Appraisal District, representing and to be filled by the cities other than the City of Houston, participating in said appraisal district; and

WHEREAS, this city deems it appropriate and in the public interest to cast its vote for the candidate of its choice to fill such position; now, therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF \_\_\_\_\_:

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That the City of \_\_\_\_\_ does hereby cast its vote for \_\_\_\_\_, to fill the position on the board of directors of the Harris County Appraisal District, representing and to be filled by the cities, other than the City of Houston, participating in the appraisal district.

Section 3. That the mayor be, and he or she is hereby, authorized and directed to deliver or cause to be delivered an executed or certified copy of this resolution to the chief appraiser of the Harris County Appraisal District no later than December 15, 2021.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: November 15, 2021

SUBJECT: Discuss the appointment of a Harris-Galveston Director on the Subsidence District Board.

Agenda Item: 14

The term of office will expire on January 31, 2022. The expired position is filed by the Village Mayors collectively.

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: November 15, 2021

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

Agenda Item: 15

- Property Tax Revenues

**PINEY POINT VILLAGE  
PROPERTY TAX REVENUE SUMMARY FOR BUDGET YEAR 2021**

MONTH	2020 BUDGET YEAR (2019 tax yr)		2021 BUDGET YEAR (2020 tax yr)		2022 BUDGET YEAR (2021 tax yr)		TEX POOL DEPOSITS		CHECKED
	M/O	I/S	M/O	I/S	M/O	I/S	M/O	I/S	
Oct-20	\$ 8,599.32	\$ 2,310.64	\$ 8,969.79	\$ 2,130.76			\$ 17,569.11	\$ 4,441.40	YES
Nov-20	\$ 909.37	\$ 242.14	\$ 300,019.38	\$ 71,279.36			\$ 300,928.75	\$ 71,521.50	YES
Dec-20	\$ (836.98)	\$ (223.64)	\$ 1,383,770.72	\$ 328,759.57			\$ 1,382,933.74	\$ 328,535.93	YES
Jan-21			\$ 1,966,245.12	\$ 467,219.38			\$ 1,966,245.12	\$ 467,219.38	
Feb-21			\$ 1,580,488.45	\$ 375,531.40			\$ 1,580,488.45	\$ 375,531.40	
Mar-21			\$ 119,016.52	\$ 28,251.67			\$ 119,016.52	\$ 28,251.67	
Apr-21			\$ 198,794.34	\$ 43,442.45			\$ 198,794.34	\$ 43,442.45	
May-21			\$ 52,964.94	\$ 12,298.87			\$ 52,964.94	\$ 12,298.87	
Jun-21			\$ 99,026.77	\$ 22,247.87			\$ 99,026.77	\$ 22,247.87	
Jul-21			\$ -	\$ -			\$ -	\$ -	
Aug-21			\$ 56,246.27	\$ 13,421.45			\$ 56,246.27	\$ 13,421.45	
Sep-21			\$ -	\$ -			\$ -	\$ -	
Oct-21			\$ 17,575.39	\$ 3,438.43	\$ 8,554.89	\$ 2,032.50	\$ 26,130.28	\$ 5,470.93	
Nov-21							\$ -	\$ -	
Dec-21							\$ -	\$ -	
<b>TOTALS</b>	\$ 8,671.71	\$ 2,329.14	\$ 5,783,117.69	\$ 1,368,021.21	\$ 8,554.89	\$ 2,032.50	\$ 5,800,344.29	\$ 1,372,382.85	
<b>2020 COMBINED TOTAL TAX REVENUE:</b>			<b>\$ 7,151,138.90</b>						

The dollar amounts for OCT, NOV and DEC 2020 shown above in blue need to be added to the JAN 2021 revenues to match the 2021 budget.

Jan-21	\$ 3,659,005.01	\$ 869,389.07
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2021 BUDGET (M/O I/S)	\$ 5,557,210	\$ 1,333,692
2021 BUDGET COMBINED	\$ 6,890,902	

2021 ACTUAL - BUDGET (M/O I/S)	\$ 225,907.69	\$ 34,329.21
2021 ACTUAL - BUDGET COMBINED	\$ 260,236.90	

**PINEY POINT VILLAGE  
PROPERTY TAX REVENUES**

**ACCOUNTING MONTH:** Oct-21

WIRE XFER DATE	ACCT	2021 AND PRIOR BUDGET YEARS (2020 AND PRIOR TAX YEARS)			2022 BUDGET YEAR (2021 TAX YEAR)			DEPOSIT TOTALS		
		M/O	I/S	P&I+FEES	M/O	I/S	P&I+FEES	M/O	I/S	TOTAL
10/1/2021	M/O	\$ 15,096.37		\$ 5,622.13				\$ 20,718.50		
21-18	I/S		\$ 3,156.97	\$ 1,056.28					\$ 4,213.25	
										\$ 24,931.75
10/18/2021	M/O	\$ (3,258.52)		\$ 115.41	\$ 8,554.89			\$ 5,411.78		
21-19	I/S		\$ (805.55)	\$ 30.73		\$ 2,032.50			\$ 1,257.68	
										\$ 6,669.46
	M/O							\$ -		
	I/S								\$ -	
										\$ -
	M/O							\$ -		
	I/S								\$ -	
										\$ -
	M/O							\$ -		
	I/S								\$ -	
										\$ -
<b>TOTALS</b>		\$ 11,837.85	\$ 2,351.42	\$ 6,824.55	\$ 8,554.89	\$ 2,032.50	\$ -	\$ 26,130.28	\$ 5,470.93	\$ 31,601.21
<b>TOTALS W/P&amp;I+FEES</b>		\$ 17,575.39	\$ 3,438.43		\$ 8,554.89	\$ 2,032.50				



TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: November 15, 2021

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

Agenda Item: 16

- October 2021 Financials



# Piney Point Village TEXAS

Revenue & Expense Report (unaudited)  
As of: October 31, 2021

**10-GENERAL FUND  
FINANCIAL SUMMARY**

83.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUE SUMMARY</b>					
TOTAL REVENUES	\$ 6,868,910.00	\$ 243,709.97	\$ 7,519,858.07	109.48	\$ (650,948.07)
<b>EXPENDITURE SUMMARY</b>					
PUBLIC SERVICE	\$ 4,056,357.00	\$ 293,402.66	\$ 3,523,355.42	86.86	\$ 533,001.58
CONTRACT SERVICES	453,000.00	20.00	403,476.51	89.07	49,523.49
BUILDING	239,500.00	1,643.75	223,517.05	93.33	15,982.95
GENERAL GOVERNMENT	963,200.00	68,934.43	869,083.48	90.23	94,116.52
MUNICIPAL COURT	30,000.00	872.90	40,875.61	136.25	(10,875.61)
PUBLIC WORKS MAINTENANCE	383,500.00	15,763.05	305,186.11	79.58	78,313.89
GOF CAPITAL OUTLAYS	1,920,896.00	-	1,511,932.34	78.71	408,963.66
TOTAL EXPENDITURES	\$ 8,046,453.00	\$ 380,636.79	\$ 6,877,426.52	85.47	\$ 1,169,026.48
REVENUES OVER/(UNDER) EXPENDITURES	\$ (1,177,543.00)	\$ (136,926.82)	\$ 642,431.55		





# Piney Point Village TEXAS

Revenue & Expense Report (unaudited)  
As of: October 31, 2021

## 10 - GENERAL FUND FINANCIAL SUMMARY

83.33 % OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUE SUMMARY</b>					
TAXES	\$ 5,787,210.00	\$ 51,758.60	\$ 6,056,296.52	104.65	\$ (269,086.52)
PERMITS & INSPECTIONS	357,000.00	21,011.50	433,968.46	121.56	(76,968.46)
COURT	100,000.00	7,867.89	51,723.96	51.72	48,276.04
INVESTMENT INCOME	50,000.00	33.02	1,164.15	2.33	48,835.85
AGENCIES & ALARMS	30,000.00	150.00	2,900.00	9.67	27,100.00
FRANCHISE REVENUE	408,200.00	23,564.96	292,045.82	71.54	116,154.18
DONATIONS & IN LIEU	136,500.00	139,324.00	681,759.16	499.46	(545,259.16)

**TOTAL REVENUES** \$ 6,868,910.00 \$ 243,709.97 \$ 7,519,858.07 109.48 \$ (650,948.07)

## EXPENDITURE SUMMARY

### PUBLIC SERVICE

COMMUNITY	\$ 5,000.00	\$ -	\$ -	-	\$ 5,000.00
POLICE	2,036,481.00	169,248.00	1,867,233.00	91.69	169,248.00
MISCELLANEOUS	-	-	12,167.50	-	(12,167.50)
SANITATION COLLECTION	536,500.00	-	352,959.60	65.79	183,540.40
LIBRARY	1,500.00	-	-	-	1,500.00
STREET LIGHTING	15,000.00	2,331.66	11,853.83	79.03	3,146.17
FIRE	1,461,876.00	121,823.00	1,279,141.49	87.50	182,734.51
<b>TOTAL PUBLIC SERVICE</b>	<b>\$ 4,056,357.00</b>	<b>\$ 293,402.66</b>	<b>\$ 3,523,355.42</b>	<b>86.86</b>	<b>\$ 533,001.58</b>

### CONTRACT SERVICES

CONTRACT SERVICES	\$ 453,000.00	\$ 20.00	\$ 403,476.51	89.07	\$ 49,523.49
<b>TOTAL CONTRACT SERVICES</b>	<b>\$ 453,000.00</b>	<b>\$ 20.00</b>	<b>\$ 403,476.51</b>	<b>89.07</b>	<b>\$ 49,523.49</b>

### BUILDING

CONTRACT SERVICES	\$ -	\$ 1,643.75	\$ 13,923.83	-	\$ (13,923.83)
BUILDING SERVICES	239,500.00	-	199,869.19	83.45	39,630.81
ADMIN EXPENSE	-	-	390.00	-	(390.00)
OFFICE EXPENSE	-	-	1,972.38	-	(1,972.38)
WAGES & BENEFITS	-	-	-	-	-
INSURANCE	-	-	7,361.65	-	(7,361.65)
<b>TOTAL BUILDING</b>	<b>\$ 239,500.00</b>	<b>\$ 1,643.75</b>	<b>\$ 223,517.05</b>	<b>93.33</b>	<b>\$ 15,982.95</b>

### GENERAL GOVERNMENT

CONTRACT SERVICES	\$ -	\$ 61.79	\$ 20,279.94	-	\$ (20,279.94)
ADMIN EXPENSE	39,200.00	2,652.52	29,047.39	74.10	10,152.61
OFFICE EXPENSE	172,500.00	11,577.14	131,994.97	76.52	40,505.03
WAGES & BENEFITS	628,000.00	40,187.31	636,678.03	101.38	(8,678.03)
INSURANCE	123,500.00	14,455.67	40,302.73	32.63	83,197.27
INTERGOVERNMENTAL	-	-	10,780.42	-	(10,780.42)
<b>TOTAL GENERAL GOVERNMENT</b>	<b>\$ 963,200.00</b>	<b>\$ 68,934.43</b>	<b>\$ 869,083.48</b>	<b>90.23</b>	<b>\$ 94,116.52</b>

### MUNICIPAL COURT

CONTRACT SERVICES	\$ -	\$ -	\$ -	-	\$ -
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ADMIN EXPENSE	-	-	334.83	-	(334.83)
OFFICE EXPENSE	-	-	1,304.74	-	(1,304.74)
WAGES & BENEFITS	-	-	-	-	-
INSURANCE	-	-	12,113.18	-	(12,113.18)
COURT OPERATIONS	30,000.00	872.90	27,122.86	90.41	2,877.14
<b>TOTAL MUNICIPAL COURT</b>	<b>\$ 30,000.00</b>	<b>\$ 872.90</b>	<b>\$ 40,875.61</b>	<b>136.25</b>	<b>\$ (10,875.61)</b>
<b>PUBLIC WORKS MAINTENANCE</b>					
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	15,763.05	280,590.20	73.17	102,909.80
<b>TOTAL PUBLIC WORKS MAINTENANCE</b>	<b>\$ 383,500.00</b>	<b>\$ 15,763.05</b>	<b>\$ 305,186.11</b>	<b>79.58</b>	<b>\$ 78,313.89</b>
<b>GOF CAPITAL OUTLAYS</b>					
OTHER EXPENSES	\$ 337,304.00	\$ -	\$ 355,160.21	105.29	\$ (17,856.21)
OTHER EXPENSES	1,583,592.00	-	1,156,772.13	73.05	426,819.87
<b>TOTAL GOF CAPITAL OUTLAYS</b>	<b>\$ 1,920,896.00</b>	<b>\$ -</b>	<b>\$ 1,511,932.34</b>	<b>78.71</b>	<b>\$ 408,963.66</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 8,046,453.00</b>	<b>\$ 380,636.79</b>	<b>\$ 6,877,426.52</b>	<b>0.85</b>	<b>\$ 1,169,026.48</b>

CITY OF PINEY POINT VILLAGE  
YEAR TO DATE BALANCE SHEET (UNAUDITED)  
AS OF: OCTOBER 31ST, 2021

10 -GENERAL FUND

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
<b>ASSETS</b>					
10-1100	Claim on Cash	2,901,876.88	193,976.27	766,694.11	3,668,570.99
10-1101	Cash- GF Texpool	1,926,058.06	26,132.62	( 1,845,607.50)	80,450.56
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	( 499,969.32)	( 499,240.13)	767,455.98
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
	<b>TOTAL ASSETS</b>	<b>10,301,445.75</b>	<b>( 279,860.43)</b>	<b>( 1,578,153.52)</b>	<b>8,723,292.23</b>
<b>LIABILITIES</b>					
10-2001	Accounts Payable	107,127.09	( 150,801.34)	( 100,479.68)	6,647.41
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)	252.73	( 2,220.10)	( 7,602.52)
10-2062	TMRS Payable	159.04	( 0.01)	( 7,290.69)	( 7,131.65)
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	3,524.92	( 3,892.79)	3,314.10
10-2107	Due To OMNI Base	3,983.73	90.00	738.00	4,721.73
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	3.77	335.00
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	4,000.00	( 13,000.00)	136,485.00

CITY OF PINEY POINT VILLAGE  
YEAR TO DATE BALANCE SHEET (UNAUDITED)  
AS OF: OCTOBER 31ST, 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	( 142,933.61)	( 2,220,585.07)	3,751,797.38
<u>FUND EQUITY</u>					
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	243,709.97	7,519,858.07	7,519,858.07
	TOTAL EXPENSES	0.00	380,636.79	6,877,426.52	6,877,426.52
	INCREASE/(DECREASE) IN FUND BAL.	0.00	( 136,926.82)	642,431.55	642,431.55
	TOTAL LIABILITIES, EQUITY & FUND BAL.	10,301,445.75	( 279,860.43)	( 1,578,153.52)	8,723,292.23
		=====	=====	=====	=====

CITY OF PINEY POINT VILLAGE  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: OCTOBER 31ST, 2021

10 -GENERAL FUND  
 FINANCIAL SUMMARY

83.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
TAXES	5,787,210.00	51,758.60	6,056,296.52	104.65 (	269,086.52)
PERMITS & INSPECTIONS	357,000.00	21,011.50	433,968.46	121.56 (	76,968.46)
COURT	100,000.00	7,867.89	51,723.96	51.72	48,276.04
INVESTMENT INCOME	50,000.00	33.02	1,164.15	2.33	48,835.85
AGENCIES & ALARMS	30,000.00	150.00	2,900.00	9.67	27,100.00
FRANCHISE REVENUE	408,200.00	23,564.96	292,045.82	71.54	116,154.18
DONATIONS & IN LIEU	136,500.00	139,324.00	681,759.16	499.46 (	545,259.16)
<b>TOTAL REVENUES</b>	<b>6,868,910.00</b>	<b>243,709.97</b>	<b>7,519,858.07</b>	<b>109.48 (</b>	<b>650,948.07)</b>

EXPENDITURE SUMMARY

<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	1,867,233.00	91.69	169,248.00
MISCELLANEOUS	0.00	0.00	12,167.50	0.00 (	12,167.50)
SANITATION COLLECTION	536,500.00	0.00	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	2,331.66	11,853.83	79.03	3,146.17
FIRE	1,461,876.00	121,823.00	1,279,141.49	87.50	182,734.51
<b>TOTAL PUBLIC SERVICE</b>	<b>4,056,357.00</b>	<b>293,402.66</b>	<b>3,523,355.42</b>	<b>86.86</b>	<b>533,001.58</b>
<u>CONTRACT SERVICES</u>					
CONTRACT SERVICES	453,000.00	20.00	403,476.51	89.07	49,523.49
<b>TOTAL CONTRACT SERVICES</b>	<b>453,000.00</b>	<b>20.00</b>	<b>403,476.51</b>	<b>89.07</b>	<b>49,523.49</b>
<u>BUILDING</u>					
CONTRACT SERVICES	0.00	1,643.75	13,923.83	0.00 (	13,923.83)
BUILDING SERVICES	239,500.00	0.00	199,869.19	83.45	39,630.81
ADMIN EXPENSE	0.00	0.00	390.00	0.00 (	390.00)
OFFICE EXPENSE	0.00	0.00	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)
<b>TOTAL BUILDING</b>	<b>239,500.00</b>	<b>1,643.75</b>	<b>223,517.05</b>	<b>93.33</b>	<b>15,982.95</b>
<u>GENERAL GOVERNMENT</u>					
CONTRACT SERVICES	0.00	61.79	20,279.94	0.00 (	20,279.94)
ADMIN EXPENSE	39,200.00	2,652.52	29,047.39	74.10	10,152.61
OFFICE EXPENSE	172,500.00	11,577.14	131,994.97	76.52	40,505.03
WAGES & BENEFITS	628,000.00	40,187.31	636,678.03	101.38 (	8,678.03)
INSURANCE	123,500.00	14,455.67	40,302.73	32.63	83,197.27
INTERGOVERNMENTAL	0.00	0.00	10,780.42	0.00 (	10,780.42)
<b>TOTAL GENERAL GOVERNMENT</b>	<b>963,200.00</b>	<b>68,934.43</b>	<b>869,083.48</b>	<b>90.23</b>	<b>94,116.52</b>

CITY OF PINEY POINT VILLAGE  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: OCTOBER 31ST, 2021

10 -GENERAL FUND  
 FINANCIAL SUMMARY

83.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>MUNICIPAL COURT</u>					
CONTRACT SERVICES	0.00	0.00	0.00	0.00	0.00
ADMIN EXPENSE	0.00	0.00	334.83	0.00 (	334.83)
OFFICE EXPENSE	0.00	0.00	1,304.74	0.00 (	1,304.74)
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	872.90	27,122.86	90.41	2,877.14
TOTAL MUNICIPAL COURT	30,000.00	872.90	40,875.61	136.25 (	10,875.61)
<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	15,763.05	280,590.20	73.17	102,909.80
TOTAL PUBLIC WORKS MAINTENANCE	383,500.00	15,763.05	305,186.11	79.58	78,313.89
<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	0.00	1,156,772.13	73.05	426,819.87
TOTAL GOF CAPITAL OUTLAYS	1,920,896.00	0.00	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)	( 136,926.82)	642,431.55	(	1,819,974.55)

CITY OF PINEY POINT VILLAGE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: OCTOBER 31ST, 2021

## 10 -GENERAL FUND

83.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>TAXES</u>					
10-4101 Property Tax Revenue (M&O)	5,557,210.00	26,130.28	5,791,672.91	104.22 (	234,462.91)
10-4150 State Comptroller (Sales Tax)	230,000.00	25,628.32	264,623.61	115.05 (	34,623.61)
TOTAL TAXES	5,787,210.00	51,758.60	6,056,296.52	104.65 (	269,086.52)
<u>PERMITS &amp; INSPECTIONS</u>					
10-4203 Plat Reviews	3,500.00	0.00	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	900.00	9,990.00	83.25	2,010.00
10-4206 Drainage Reviews	40,000.00	3,400.00	34,050.00	85.13	5,950.00
10-4207 Permits/Insp Fees - Other	300,000.00	16,711.50	383,428.46	127.81 (	83,428.46)
10-4208 Board of Adjustment Fees	1,000.00	0.00	1,500.00	150.00 (	500.00)
TOTAL PERMITS & INSPECTIONS	357,000.00	21,011.50	433,968.46	121.56 (	76,968.46)
<u>COURT</u>					
10-4300 Court Fines	100,000.00	7,420.52	49,211.83	49.21	50,788.17
10-4301 Building Security Fund	0.00	156.58	879.25	0.00 (	879.25)
10-4302 Truancy Prevention	0.00	159.77	897.19	0.00 (	897.19)
10-4303 Local Municipal Tech Fund	0.00	127.83	717.75	0.00 (	717.75)
10-4304 Local Municipal Jury Fund	0.00	3.19	17.94	0.00 (	17.94)
TOTAL COURT	100,000.00	7,867.89	51,723.96	51.72	48,276.04
<u>INVESTMENT INCOME</u>					
10-4400 Interest Income	50,000.00	33.02	1,164.15	2.33	48,835.85
TOTAL INVESTMENT INCOME	50,000.00	33.02	1,164.15	2.33	48,835.85
<u>AGENCIES &amp; 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	150.00	2,900.00	9.67	27,100.00
10-4520 FEMA - State Reimbursement	0.00	0.00	0.00	0.00	0.00
TOTAL AGENCIES & ALARMS	30,000.00	150.00	2,900.00	9.67	27,100.00
<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	225,482.82	82.90	46,517.18
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	864.33	1,223.86	611.93 (	1,023.86)
TOTAL FRANCHISE REVENUE	408,200.00	23,564.96	292,045.82	71.54	116,154.18
<u>DONATIONS &amp; 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	136,000.00	136,000.00	100.00	0.00
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	3,324.00	3,699.00	739.80 (	3,199.00)

CITY OF PINEY POINT VILLAGE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: OCTOBER 31ST, 2021

10 -GENERAL FUND

83.33% 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	139,324.00	681,759.16	499.46 (	545,259.16)
TOTAL REVENUES	6,868,910.00	243,709.97	7,519,858.07	109.48 (	650,948.07)



10 -GENERAL FUND

83.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>PUBLIC SERVICE</b> =====					
<b>COMMUNITY</b>					
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
<b>POLICE</b>					
10-510-5010 MEMORIAL VILLAGE POLICE DEPT	1,979,981.00	164,998.00	1,820,483.00	91.94	159,498.00
10-510-5011 MVPD - AUTO REPLACEMENT	51,000.00	4,250.00	46,750.00	91.67	4,250.00
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	1,867,233.00	91.69	169,248.00
<b>MISCELLANEOUS</b>					
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)
<b>SANITATION COLLECTION</b>					
10-510-5030 SANITATION COLLECTION	525,000.00	0.00	346,038.80	65.91	178,961.20
10-510-5031 SANITATION FUEL CHARGE	11,500.00	0.00	6,920.80	60.18	4,579.20
TOTAL SANITATION COLLECTION	536,500.00	0.00	352,959.60	65.79	183,540.40
<b>LIBRARY</b>					
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
<b>STREET LIGHTING</b>					
10-510-5050 Street Lighting	15,000.00	2,331.66	11,853.83	79.03	3,146.17
TOTAL STREET LIGHTING	15,000.00	2,331.66	11,853.83	79.03	3,146.17
<b>FIRE</b>					
10-510-5060 Villages Fire Department	1,461,876.00	121,823.00	1,279,141.49	87.50	182,734.51
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	1,279,141.49	87.50	182,734.51
<b>TOTAL PUBLIC SERVICE</b>	<b>4,056,357.00</b>	<b>293,402.66</b>	<b>3,523,355.42</b>	<b>86.86</b>	<b>533,001.58</b>
<b>CONTRACT SERVICES</b> =====					
<b>CONTRACT SERVICES</b>					
10-520-5102 Accounting/Audit	30,000.00	0.00	28,134.08	93.78	1,865.92
10-520-5103 Engineering	200,000.00	0.00	189,536.97	94.77	10,463.03
10-520-5104 Legal	90,000.00	0.00	110,437.50	122.71	( 20,437.50)
10-520-5105 Tax Appraisal-HCAD	60,000.00	0.00	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	20.00	14,897.02	29.79	35,102.98

CITY OF PINEY POINT VILLAGE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: OCTOBER 31ST, 2021

## 10 -GENERAL FUND

83.33% 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	0.00	14,280.00	64.91	7,720.00
TOTAL CONTRACT SERVICES	453,000.00	20.00	403,476.51	89.07	49,523.49
TOTAL CONTRACT SERVICES	453,000.00	20.00	403,476.51	89.07	49,523.49
<b>BUILDING</b>					
=====					
<b>CONTRACT SERVICES</b>					
10-530-5108 Information Technology	0.00	1,643.75	13,923.83	0.00	(13,923.83)
TOTAL CONTRACT SERVICES	0.00	1,643.75	13,923.83	0.00	(13,923.83)
<b>BUILDING SERVICES</b>					
10-530-5152 Drainage Reviews	75,000.00	0.00	79,049.19	105.40	(4,049.19)
10-530-5153 Electrical Inspections	14,000.00	0.00	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	0.00	36,000.00	72.00	14,000.00
10-530-5156 Plumbing Inspections	19,000.00	0.00	14,940.00	78.63	4,060.00
10-530-5157 Structural Inspections	28,000.00	0.00	21,105.00	75.38	6,895.00
10-530-5158 Urban Forester	46,000.00	0.00	32,080.00	69.74	13,920.00
10-530-5160 Mechanical Inspections	7,000.00	0.00	7,425.00	106.07	(425.00)
TOTAL BUILDING SERVICES	239,500.00	0.00	199,869.19	83.45	39,630.81
<b>ADMIN EXPENSE</b>					
10-530-5204 Dues & Subscriptions	0.00	0.00	0.00	0.00	0.00
10-530-5206 Legal Notices	0.00	0.00	0.00	0.00	0.00
10-530-5207 Misc Supplies	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)
<b>OFFICE EXPENSE</b>					
10-530-5210 Postage	0.00	0.00	0.00	0.00	0.00
10-530-5211 Meeting Supplies	0.00	0.00	172.16	0.00	(172.16)
10-530-5213 Office Supplies	0.00	0.00	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	0.00	1,972.38	0.00	(1,972.38)
<b>WAGES &amp; BENEFITS</b>					
10-530-5301 Gross Wages	0.00	0.00	0.00	0.00	0.00
10-530-5311 Payroll Processing	0.00	0.00	0.00	0.00	0.00
10-530-5313 Fringe Benefits	0.00	0.00	0.00	0.00	0.00
TOTAL WAGES & BENEFITS	0.00	0.00	0.00	0.00	0.00
<b>INSURANCE</b>					
10-530-5353 Employee Insurance	0.00	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	1,643.75	223,517.05	93.33	15,982.95

CITY OF PINEY POINT VILLAGE  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: OCTOBER 31ST, 2021

10 -GENERAL FUND

83.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>GENERAL GOVERNMENT</u>					
<u>CONTRACT SERVICES</u>					
10-540-5108 Information Technology	0.00	61.79	20,279.94	0.00 (	20,279.94)
TOTAL CONTRACT SERVICES	0.00	61.79	20,279.94	0.00 (	20,279.94)
<u>ADMIN EXPENSE</u>					
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	3,490.68	34.91	6,509.32
10-540-5203 Bank Fees	2,200.00	289.02	2,869.79	130.45 (	669.79)
10-540-5204 Dues/Seminars/Subscriptions	4,000.00	100.00	1,970.00	49.25	2,030.00
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	1,517.50	4,189.32	139.64 (	1,189.32)
10-540-5208 Citizen Communication	5,000.00	0.00	7,350.80	147.02 (	2,350.80)
10-540-5209 Office Equipment & Maintenance	10,000.00	421.00	9,039.40	90.39	960.60
TOTAL ADMIN EXPENSE	39,200.00	2,652.52	29,047.39	74.10	10,152.61
<u>OFFICE EXPENSE</u>					
10-540-5210 Postage	2,000.00	0.00	500.00	25.00	1,500.00
10-540-5211 Meeting Supplies	10,000.00	241.05	5,901.05	59.01	4,098.95
10-540-5212 Rent/Leasehold/Furniture	125,000.00	10,385.80	106,810.65	85.45	18,189.35
10-540-5213 Supplies/Storage	15,000.00	173.41	5,279.22	35.19	9,720.78
10-540-5214 Telecommunications	17,000.00	776.88	11,689.86	68.76	5,310.14
10-540-5215 Travel & Training	0.00	0.00	1,461.49	0.00 (	1,461.49)
10-540-5216 Statutory Legal Notices	3,500.00	0.00	352.70	10.08	3,147.30
TOTAL OFFICE EXPENSE	172,500.00	11,577.14	131,994.97	76.52	40,505.03
<u>WAGES &amp; BENEFITS</u>					
10-540-5301 Gross Wages	525,000.00	27,736.05	430,109.42	81.93	94,890.58
10-540-5302 Overtime/Severance	20,000.00	3,447.49	37,001.74	185.01 (	17,001.74)
10-540-5303 Temporary Personnel	5,000.00	4,234.40	98,795.70	1,975.91 (	93,795.70)
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	2,341.58	23,679.89	67.66	11,320.11
10-540-5310 TMRS (City Responsibility)	40,000.00	2,221.35	44,618.99	111.55 (	4,618.99)
10-540-5311 Payroll Process Exp-Paychex	3,000.00	206.44	2,472.29	82.41	527.71
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	40,187.31	636,678.03	101.38 (	8,678.03)
<u>INSURANCE</u>					
10-540-5353 Employee Insurance	110,000.00	3,817.77	26,783.83	24.35	83,216.17
10-540-5354 General Liability	11,000.00	4,690.28	5,190.28	47.18	5,809.72
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	5,947.62	8,328.62	333.14 (	5,828.62)
10-540-5357 Drainage Study	0.00	0.00	0.00	0.00	0.00
TOTAL INSURANCE	123,500.00	14,455.67	40,302.73	32.63	83,197.27

10 -GENERAL FUND

83.33% 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)
TOTAL GENERAL GOVERNMENT	963,200.00	68,934.43	869,083.48	90.23	94,116.52
<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	581.75	0.00 (	581.75)
TOTAL OFFICE EXPENSE	0.00	0.00	1,304.74	0.00 (	1,304.74)
<u>WAGES &amp; BENEFITS</u>					
10-550-5301 Gross Wages	0.00	0.00	0.00	0.00	0.00
10-550-5311 Payroll Processing	0.00	0.00	0.00	0.00	0.00
10-550-5313 Fringe Benefits	0.00	0.00	0.00	0.00	0.00
TOTAL WAGES & BENEFITS	0.00	0.00	0.00	0.00	0.00
<u>INSURANCE</u>					
10-550-5353 Employee Insurance	0.00	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	872.90	11,078.82	158.27 (	4,078.82)
10-550-5404 Judge/Prosecutor/Interpreter	22,000.00	0.00	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	0.00	757.11	75.71	242.89

CITY OF PINEY POINT VILLAGE  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: OCTOBER 31ST, 2021

10 -GENERAL FUND

83.33% 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	872.90	27,122.86	90.41	2,877.14
TOTAL MUNICIPAL COURT	30,000.00	872.90	40,875.61	136.25 (	10,875.61)
PUBLIC WORKS MAINTENANCE =====					
CONTRACT SERVICES					
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
ADMIN EXPENSE					
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)
OFFICE EXPENSE					
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)
WAGES & BENEFITS					
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
INSURANCE					
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)
PUBLIC WORKS OPERATIONS					
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	3,562.50	24,707.76	61.77	15,292.24
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	68,007.23	75.56	21,992.77
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	0.00	863.46	43.17	1,136.54
10-560-5509 Tree Care/Removal	15,000.00	4,515.00	13,995.00	93.30	1,005.00
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	112.55	1,492.70	59.71	1,007.30
10-560-5517 Sidewalk Improvements	50,000.00	0.00	0.00	0.00	50,000.00
TOTAL PUBLIC WORKS OPERATIONS	383,500.00	15,763.05	280,590.20	73.17	102,909.80
TOTAL PUBLIC WORKS MAINTENANCE	383,500.00	15,763.05	305,186.11	79.58	78,313.89

CITY OF PINEY POINT VILLAGE  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: OCTOBER 31ST, 2021

10 -GENERAL FUND

83.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>GOF CAPITAL OUTLAYS</u>					
<u>=====</u>					
<u>OTHER EXPENSES</u>					
10-570-5601 Capital Improvements	0.00	0.00	0.00	0.00	0.00
10-570-5602 Drainage Ditch Maintenance	0.00	0.00	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	0.00	1,052,040.49	66.43	531,551.51
TOTAL OTHER EXPENSES	1,583,592.00	0.00	1,156,772.13	73.05	426,819.87
TOTAL GOF CAPITAL OUTLAYS	1,920,896.00	0.00	1,511,932.34	78.71	408,963.66
TOTAL EXPENDITURES	8,046,453.00	380,636.79	6,877,426.52	85.47	1,169,026.48
REVENUES OVER/(UNDER) EXPENDITURES	( 1,177,543.00)	( 136,926.82)	642,431.55		( 1,819,974.55)

CITY OF PINEY POINT VILLAGE  
YEAR TO DATE BALANCE SHEET (UNAUDITED)  
AS OF: OCTOBER 31ST, 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	5,474.08	( 431,927.25)	105,905.38
20-1110	Texas Class-DS	1,973,942.44	124.86	1,401,436.48	3,375,378.92
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	1,559,540.66	5,598.94	( 135,846.08)	1,423,694.58
<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	1,389,007.77	0.00	0.00	1,389,007.77
<u>FUND EQUITY</u>					
20-3000	Fund Balance	170,532.89	0.00	0.00	170,532.89
	TOTAL BEGINNING EQUITY	170,532.89	0.00	0.00	170,532.89
	TOTAL REVENUES	0.00	5,598.94	1,371,678.92	1,371,678.92
	TOTAL EXPENSES	0.00	0.00	1,507,525.00	1,507,525.00
	INCREASE/(DECREASE) IN FUND BAL.	0.00	5,598.94	( 135,846.08)	( 135,846.08)
	TOTAL LIABILITIES, EQUITY & FUND BAL.	1,559,540.66	5,598.94	( 135,846.08)	1,423,694.58

CITY OF PINEY POINT VILLAGE  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: OCTOBER 31ST, 2021

20 -DEBT SERVICE  
 FINANCIAL SUMMARY

83.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
TAXES	1,333,692.00	5,470.93	1,370,053.71	102.73	( 36,361.71)
INVESTMENT INCOME	0.00	128.01	1,625.21	0.00	( 1,625.21)
TOTAL REVENUES	<u>1,333,692.00</u>	<u>5,598.94</u>	<u>1,371,678.92</u>	<u>102.85</u>	<u>( 37,986.92)</u>
<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	<u>1,506,775.00</u>	<u>0.00</u>	<u>1,507,525.00</u>	<u>100.05</u>	<u>( 750.00)</u>
TOTAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	( 173,083.00)	5,598.94	( 135,846.08)		( 37,236.92)



CITY OF PINEY POINT VILLAGE  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: OCTOBER 31ST, 2021

20 -DEBT SERVICE

83.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>TAXES</u>					
20-4101 Property Tax Revenue	1,333,692.00	5,470.93	1,370,053.71	102.73	( 36,361.71)
TOTAL TAXES	1,333,692.00	5,470.93	1,370,053.71	102.73	( 36,361.71)
<u>INVESTMENT INCOME</u>					
20-4400 Bank Interest	0.00	128.01	1,625.21	0.00	( 1,625.21)
20-4410 Bond Premium	0.00	0.00	0.00	0.00	0.00
TOTAL INVESTMENT INCOME	0.00	128.01	1,625.21	0.00	( 1,625.21)
<b>TOTAL REVENUES</b>	<b>1,333,692.00</b>	<b>5,598.94</b>	<b>1,371,678.92</b>	<b>102.85</b>	<b>( 37,986.92)</b>

CITY OF PINEY POINT VILLAGE  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: OCTOBER 31ST, 2021

20 -DEBT SERVICE

83.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>NON-DEPARTMENTAL</b>					
=====					
<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
<hr/>					
TOTAL NON-DEPARTMENTAL	1,506,775.00	0.00	1,507,525.00	100.05	( 750.00)
<hr/>					
TOTAL EXPENDITURES	1,506,775.00	0.00	1,507,525.00	100.05	( 750.00)
=====					
REVENUES OVER/(UNDER) EXPENDITURES	( 173,083.00)	5,598.94	( 135,846.08)		( 37,236.92)

CITY OF PINEY POINT VILLAGE  
 YEAR TO DATE BALANCE SHEET (UNAUDITED)  
 AS OF: OCTOBER 31ST, 2021

10 -SPECIAL REVENUE FUND

CCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
<b>ASSETS</b>					
30-1100	Claim on Cash	64,354.79	56.00	20,849.11	85,203.90
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	310.86	3,302.47	30,967.52
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
	<b>TOTAL ASSETS</b>	<b>92,020.27</b>	<b>366.86</b>	<b>24,151.58</b>	<b>116,171.85</b>
<b>LIABILITIES</b>					
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
	<b>TOTAL LIABILITIES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>FUND EQUITY</b>					
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
	<b>TOTAL BEGINNING EQUITY</b>	<b>92,020.27</b>	<b>0.00</b>	<b>0.00</b>	<b>92,020.27</b>
	<b>TOTAL REVENUES</b>	<b>0.00</b>	<b>366.86</b>	<b>4,031.13</b>	<b>4,031.13</b>
	<b>TOTAL EXPENSES</b>	<b>0.00</b>	<b>0.00</b>	<b>( 20,120.45)</b>	<b>( 20,120.45)</b>
	<b>INCREASE/(DECREASE) IN FUND BAL.</b>	<b>0.00</b>	<b>366.86</b>	<b>24,151.58</b>	<b>24,151.58</b>
	<b>TOTAL LIABILITIES, EQUITY &amp; FUND BAL.</b>	<b>92,020.27</b>	<b>366.86</b>	<b>24,151.58</b>	<b>116,171.85</b>

CITY OF PINEY POINT VILLAGE  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: OCTOBER 31ST, 2021

30 -SPECIAL REVENUE FUND  
 FINANCIAL SUMMARY

83.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
COURT	0.00	366.86	4,030.55	0.00 (	4,030.55)
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	366.86	4,031.13	0.00 (	4,031.13)
<u>EXPENDITURE SUMMARY</u>					
<u>NON-DEPARTMENTAL</u>					
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00
<u>QUALIFIED EXPENSES</u>					
COURT	0.00	0.00 (	20,120.45)	0.00	20,120.45
TOTAL QUALIFIED EXPENSES	0.00	0.00 (	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	366.86	24,151.58	(	24,151.58)

CITY OF PINEY POINT VILLAGE  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: OCTOBER 31ST, 2021

30 -SPECIAL REVENUE FUND

83.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>COURT</u>					
30-4305 MC Security Revenue	0.00	24.00	290.85	0.00 (	290.85)
30-4310 MC Technology Revenue	0.00	32.00	387.81	0.00 (	387.81)
30-4315 Child Safety Revenues	0.00	310.86	3,351.89	0.00 (	3,351.89)
TOTAL COURT	0.00	366.86	4,030.55	0.00 (	4,030.55)
<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 &amp; IN LIEU</u>					
30-4720 Donations	0.00	0.00	0.00	0.00	0.00
30-4800 Other Income	0.00	0.00	0.00	0.00	0.00
TOTAL DONATIONS & IN LIEU	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0.00	366.86	4,031.13	0.00 (	4,031.13)
	=====	=====	=====	=====	=====

30 -SPECIAL REVENUE FUND

83.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
NON-DEPARTMENTAL					
=====					
MISCELLANEOUS					
30-500-5029 Gen Govt Qualified Expenses	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
-----					
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00
QUALIFIED EXPENSES					
=====					
COURT					
30-510-5121 Child Safety	0.00	0.00	( 18,950.00)	0.00	18,950.00
30-510-5122 MC Security	0.00	0.00	494.55	0.00	( 494.55)
30-510-5123 MC Technology	0.00	0.00	( 1,665.00)	0.00	1,665.00
30-510-5129 Donation	0.00	0.00	0.00	0.00	0.00
TOTAL COURT	0.00	0.00	( 20,120.45)	0.00	20,120.45
-----					
TOTAL QUALIFIED EXPENSES	0.00	0.00	( 20,120.45)	0.00	20,120.45
ADMINISTRATION					
=====					
ADMIN EXPENSE					
30-520-5203 Bank Fees	0.00	0.00	0.00	0.00	0.00
TOTAL ADMIN EXPENSE	0.00	0.00	0.00	0.00	0.00
OTHER EXPENSES					
30-520-5702 Other Expenses	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00
TRANSFERS					
30-520-5902 Transfers Out	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00
-----					
TOTAL ADMINISTRATION	0.00	0.00	0.00	0.00	0.00
-----					
TOTAL EXPENDITURES	0.00	0.00	( 20,120.45)	0.00	20,120.45
=====					
REVENUES OVER/(UNDER) EXPENDITURES	0.00	366.86	24,151.58	(	24,151.58)

CITY OF PINEY POINT VILLAGE  
YEAR TO DATE BALANCE SHEET (UNAUDITED)  
AS OF: OCTOBER 31ST, 2021

10 -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	1,350.00	0.00	( 8,992.50)	( 7,642.50)
=====					
<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	1,350.00	0.00	( 1,350.00)	0.00
<u>FUND EQUITY</u>					
40-3000	Fund Balance	0.00	0.00	0.00	0.00
	TOTAL BEGINNING EQUITY	0.00	0.00	0.00	0.00
	TOTAL REVENUES	0.00	0.00	0.00	0.00
	TOTAL EXPENSES	0.00	0.00	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.	1,350.00	0.00	( 8,992.50)	( 7,642.50)
=====					

CITY OF PINEY POINT VILLAGE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: OCTOBER 31ST, 2021

40 -CAPITAL PROJECTS FUND  
FINANCIAL SUMMARY

83.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
INVESTMENT INCOME	0.00	0.00	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: OCTOBER 31ST, 2021

40 -CAPITAL PROJECTS FUND

83.33% OF FISCAL YEAR

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

CITY OF PINEY POINT VILLAGE  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: OCTOBER 31ST, 2021

40 -CAPITAL PROJECTS FUND

83.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>NON-DEPARTMENTAL</b>					
<b>=====</b>					
<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
<hr/>					
TOTAL NON-DEPARTMENTAL	0.00	0.00	7,642.50	0.00	( 7,642.50)
<hr/>					
TOTAL EXPENDITURES	0.00	0.00	7,642.50	0.00	( 7,642.50)
<hr/>					
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	( 7,642.50)		7,642.50

**City of Piney Point Village  
Monthly Tax Office Report  
October 31, 2021**

Prepared by: Tiffany D. Morawiec, Tax Assessor/Collector

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A. Current Taxable Value \$ 2,711,026,486

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

	Current 2021 Tax Year	Delinquent 2020 & Prior Tax Years	Total
Original Levy 0.25514	\$ 6,721,599.59	\$ 6,254,063.32	\$ 12,975,662.91
Carryover Balance	-	259,611.44	259,611.44
Adjustments	195,313.48	736,340.51	931,653.99
Adjusted Levy	6,916,913.07	7,250,015.27	14,166,928.34
Less Collections Y-T-D	17,056.14	7,062,706.87	7,079,763.01
Receivable Balance	<u>\$ 6,899,856.93</u>	<u>\$ 187,308.40</u>	<u>\$ 7,087,165.33</u>

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C. COLLECTION RECAP:

Current Month:	Current 2021 Tax Year	Delinquent 2020 & Prior Tax Years	Total
Base Tax	\$ 17,056.14	\$ (3,045.00)	\$ 14,011.14
Penalty & Interest	-	204.01	204.01
Attorney Fees	-	117.80	117.80
Other Fees	-	-	-
Total Collections	<u>\$ 17,056.14</u>	<u>\$ (2,723.19)</u>	<u>\$ 14,332.95</u>

Year-To-Date:	Current 2021 Tax Year	Delinquent 2020 & Prior Tax Years	Total
Base Tax:	\$ 17,056.14	\$ 7,062,706.87	\$ 7,079,763.01
Penalty & Interest	-	80,330.37	80,330.37
Attorney Fees	-	7,500.35	7,500.35
Other Fees	-	8,817.40	8,817.40
Total Collections	<u>\$ 17,056.14</u>	<u>\$ 7,159,354.99</u>	<u>\$ 7,176,411.13</u>

Percent of Adjusted Levy	<u>0.25%</u>	<u>103.75%</u>
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**MONTHLY TAX OFFICE REPORT**  
**Tax A/R Summary by Year**  
**October 31, 2021**

YEAR	BEGINNING BALANCE AS OF 12/31/2020	ADJUSTMENTS	COLLECTIONS	RECEIVABLE BALANCE AS OF 10/31/21
2020	\$ 6,254,063.32	\$ 717,006.21	\$ 6,919,232.42	\$ 51,837.11
19	62,289.97	3,015.01	31,897.85	33,407.13
18	32,827.45	8,455.62	23,424.93	17,858.14
17	18,998.39	7,909.73	17,512.65	9,395.47
16	17,824.69	-	8,720.19	9,104.50
15	17,894.67	-	9,373.10	8,521.57
14	18,424.08	-	10,675.51	7,748.57
13	14,151.07	-	6,795.43	7,355.64
12	11,751.79	-	5,685.75	6,066.04
11	9,318.42	-	3,045.66	6,272.76
10	9,145.21	(1.38)	3,045.66	6,098.17
09	9,141.92	-	3,045.66	6,096.26
08	8,767.71	-	2,917.26	5,850.45
07	8,462.68	-	2,647.94	5,814.74
06	8,152.59	-	2,543.86	5,608.73
05	2,687.68	-	2,612.55	75.13
04	2,510.18	-	2,446.23	63.95
03	2,490.91	-	2,446.23	44.68
02	2,476.24	-	2,431.56	44.68
01	2,251.11	-	2,206.43	44.68
00	44.68	(44.68)	-	-
1999	-	-	-	-
	<u>\$ 6,513,674.76</u>	<u>\$ 736,340.51</u>	<u>\$ 7,062,706.87</u>	<u>\$ 187,308.40</u>

**Council Agenda Item Cover Memo**

**11/15/2021  
Date of Meeting**

**To: Mayor and City Council**

**Agenda Item:**

**Discuss and take possible action on proposal for professional engineering services for the South Piney Point Road 96-inch CMP Storm Sewer Replacement Project.**

**SUMMARY/BACKGROUND (WHY):** Council previously requested that HDR prepare a proposal for the replacement of the 96-inch CMP storm sewer along South Piney Point Road. Attached is a proposal for Phase 1 of the project, which includes engineering services required to perform a hydraulic & hydrology study, survey and geotechnical investigations, and preliminary design for the proposed replacement of the 96" CMP.

**STAFF RECOMMENDATION:**

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**ESTIMATED COST:** See Attached                      **FUNDING SOURCE:** N/A

**CURRENT BUDGETED ITEM:** YES    NO         **EMERGENCY REQUEST:** YES    NO X

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**PREPARED BY:** Joe Moore

**ATTACHMENTS:** Yes

**Council Agenda Item Cover Memo**

**11/15/2021  
Date of Meeting**

**To: Mayor and City Council**

**Agenda Item:**

**Discuss and take possible action on quotes for the 2021 Maintenance Project.**

**SUMMARY/BACKGROUND (WHY):** Council previously requested that HDR obtain quotes for addressing several maintenance issues around the City including point repair of the concrete pavement along Wickway Drive, the removal and replacement of a section of 36” storm sewer along Blalock Road, the removal and replacement of a Type B-B inlet along Memorial Point Lane, the removal and replacement of a section of concrete curb along Memorial Drive, the modification of a Type A inlet at Smithdale Road and Magnolia Circle, and the patching of a pothole at Memorial Drive and Radney Road. A summary of quotes and the quotes received are included in the agenda packet.

**STAFF RECOMMENDATION:**

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**ESTIMATED COST:** See Attached

**FUNDING SOURCE:** N/A

**CURRENT BUDGETED ITEM:** YES    NO   

**EMERGENCY REQUEST:** YES    NO X

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**PREPARED BY:** Joe Moore

**ATTACHMENTS:** Yes

Summary of Quotes  
2021 Maintenance Project  
City of Piney Point Village  
HDR Job No. 10278751

<b>Contractor</b>	<b>Total Quote</b>
On Par Civil Services	\$49,588.75
Infrastructure Construction Services	\$58,024.25
T Construction	\$76,470.00
Trans-Tex Construction	Declined to Submit Quote
Represents the lowest Quote	

## 2021 Maintenance Project

### Quote Request

City of Piney Point Village

HDR Job No. 10278751

**CONTRACTOR: On Par Civil Services**

Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Traffic Control, complete in place, the sum of:	LS	1	5,000	5,000
2	Storm Water Pollution Prevention per details including any necessary TDPES requirements, maintenance throughout construction, and removal after sodding, complete in place, the sum of:	LS	1	1,500	1,500
3	Remove existing inlet, complete in place, the sum of:	EA.	1	2,000	2,000
4	Remove existing storm sewer, complete in place, the sum of:	L.F.	8	75.00	600
5	Remove, dispose, and replace 6" concrete curb, including replacement of sod behind curb, complete in place, the sum of:	L.F.	85	17.65	1500.25
6	Remove, dispose, and replace 4" thick reinforced concrete sidewalk, including sodding of disturbed areas, complete in place, the sum of:	S.F.	115	10.50	1207.50
7	Concrete point repair including full depth saw cut, removal, disposal, reinforcing joints, dowels, paving under cut, and replacement of 7" thick concrete and 12" thick cement stabilized sand subgrade, complete in place, the sum of:	S.Y.	125	143	17,875
8	Pothole filling with Type D HMAC, including removal of all loose material and debris, compaction, and levelling for a smooth riding surface, complete in place, the sum of:	LS	1	2000	2000
9	36" RCP, ASTM C76, Class III storm sewer, including bedding, backfill, and sod, complete in place, the sum of:	L.F.	8	275	2,200
10	Type B-B Inlet, including bedding, backfill, and sod, complete in place, the sum of:	EA.	1	5,500	5,500
11	Connect existing storm sewer to proposed inlet, complete in place, the sum of:	EA.	2	2,000	4,000
12	Concrete collar for 36" RGP storm sewer, complete in place, the sum of:	EA.	2	1,750	3,500
13	Zero curb cut back, complete in place, the sum of:	L.F.	40	17.65	706
14	Type A Inlet Modification at Magnolia Circle, complete in place, the sum of:	LS	1	2,000	2,000
<b>2021 Maintenance Project Items Total:</b>					

\$ 49,588.75



## 2021 Maintenance Project

### Quote Request

### City of Piney Point Village

HDR Job No. 10278751

**CONTRACTOR: INFRASTRUCTURE CONSTRUCTION SERVICES**

Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Traffic Control, complete in place, the sum of:	LS	1	\$1,650.00	\$1,650.00
2	Storm Water Pollution Prevention per details including any necessary TDPEs requirements, maintenance throughout construction, and removal after sodding, complete in place, the sum of:	LS	1	\$1,200.00	\$1,200.00
3	Remove existing inlet, complete in place, the sum of:	EA.	1	\$1,250.00	\$1,250.00
4	Remove existing storm sewer, complete in place, the sum of:	L.F.	8	\$485.00	\$3,880.00
5	Remove, dispose, and replace 6" concrete curb, including replacement of sod behind curb, complete in place, the sum of:	L.F.	85	\$32.00	\$2,720.00
6	Remove, dispose, and replace 4" thick reinforced concrete sidewalk, including sodding of disturbed areas, complete in place, the sum of:	S.F.	115	\$17.95	\$2,064.25
7	Concrete point repair including full depth saw cut, removal, disposal, reinforcing joints, dowels, paving under cut, and replacement of 7" thick concrete and 12" thick cement stabilized sand subgrade, complete in place, the sum of:	S.Y.	125	\$227.00	\$28,375.00
8	Pothole filling with Type D HMAc, including removal of all loose material and debris, compaction, and levelling for a smooth riding surface, complete in place, the sum of:	LS	1	\$1,325.00	\$1,325.00
9	36" RCP, ASTM C76, Class III storm sewer, including bedding, backfill, and sod, complete in place, the sum of:	L.F.	8	\$695.00	\$5,560.00
10	Type B-B Inlet, including bedding, backfill, and sod, complete in place, the sum of:	EA.	1	\$3,950.00	\$3,950.00
11	Connect existing storm sewer to proposed inlet, complete in place, the sum of:	EA.	2	\$450.00	\$900.00
12	Concrete collar for 36" RCP storm sewer, complete in place, the sum of:	EA.	2	\$1,150.00	\$2,300.00
13	Zero curb cut back, complete in place, the sum of:	L.F.	40	\$50.00	\$2,000.00
14	Type A Inlet Modification at Magnolia Circle, complete in place, the sum of:	LS	1	\$850.00	\$850.00
<b>2021 Maintenance Project Items Total:</b>					<b>\$58,024.25</b>

## 2021 Maintenance Project

### Quote Request

### City of Piney Point Village

HDR Job No. 10278751

**CONTRACTOR:** T Construction

Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Traffic Control, complete in place, the sum of:	LS	1	18,000.00	18,000.00
	Storm Water Pollution Prevention per details including any necessary TDPES requirements, maintenance throughout construction, and removal after sodding, complete in place, the sum of:				
2		LS	1	3,800.00	3,800.00
3	Remove existing inlet, complete in place, the sum of:	EA.	1	1,300.00	1,300.00
4	Remove existing storm sewer, complete in place, the sum of:	L.F.	8	85.00	680.00
	Remove, dispose, and replace 6" concrete curb, including replacement of sod behind curb, complete in place, the sum of:	L.F.	85	25.00	2,125.00
	Remove, dispose, and replace 4" thick reinforced concrete sidewalk, including sodding of disturbed areas, complete in place, the sum of:	S.F.	115	30.00	3,450.00
	Concrete point repair including full depth saw cut, removal, disposal, reinforcing joints, dowels, paving under cut, and replacement of 7" thick concrete and 12" thick cement stabilized sand subgrade, complete in place, the sum of:	S.Y.	125	170.00	21,250.00
8	Pothole filling with Type D HMA, including removal of all loose material and debris, compaction, and levelling for a smooth riding surface, complete in place, the sum of:	LS	1	1,800.00	1,800.00
9	36" RCP, ASTM C76, Class III storm sewer, including bedding, backfill, and sod, complete in place, the sum of:	L.F.	8	360.00	2,880.00
10	Type B-B Inlet, including bedding, backfill, and sod, complete in place, the sum of:	EA.	1	5,890.00	5,890.00
11	Connect existing storm sewer to proposed inlet, complete in place, the sum of:	EA.	2	1,880.00	3,760.00
12	Concrete collar for 36" RCP storm sewer, complete in place, the sum of:	EA.	2	2,350.00	4,700.00
13	Zero curb cut back, complete in place, the sum of:	L.F.	40	30.00	1,200.00
14	Type A Inlet Modification at Magnolia Circle, complete in place, the sum of:	LS	1	5,635.00	5,635.00
<b>2021 Maintenance Project Items Total:</b>					<b>76,470.00</b>

*Yanira Villar*

## Croley, Aaron

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**From:** bmunsell transtx.net <bmunsell@transtx.net>  
**Sent:** Friday, November 5, 2021 8:15 AM  
**To:** Croley, Aaron  
**Subject:** Re: Request for Quote - Piney Point 2021 Maintenance Project

**CAUTION: [EXTERNAL]** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Aaron:

We are going to have to pass on this one as we are too busy.

Thanks for the invitation.

Brad Munsell  
Trans-Tex Construction, LLC  
P.O. Box 699  
Pattison, Texas 77466-0699  
Off - 281-375-2645  
Fax - 281-375-8424  
Mob - 281-728-1399

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**From:** Croley, Aaron <Aaron.Croley@hdrinc.com>  
**Sent:** Thursday, November 4, 2021 6:26 PM  
**To:** bmunsell transtx.net <bmunsell@transtx.net>  
**Cc:** Moore, Joseph <joseph.moore@hdrinc.com>; Lundquist, Presley <Presley.Lundquist@hdrinc.com>  
**Subject:** Request for Quote - Piney Point 2021 Maintenance Project

Brad,

The City of Piney Point Village has asked us to solicit quotes for the 2021 Maintenance Project. The project includes a point repair of the concrete pavement along Wickway Drive, the removal and replacement of a section of 36" storm sewer along Blalock Road, the removal and replacement of a Type B-B inlet along Memorial Point Lane, the removal and replacement of a section of concrete curb along Memorial Drive, the modification of a Type A inlet at Smithdale Road and Magnolia Circle, the repair of a pothole at Memorial Drive and Radney Road, and all associated work. Please see the attached exhibits, details, and quantity sheet.

Please let us know if you are interested in submitting a quote for this work. As we are trying to include this project on the upcoming City Council Meeting agenda, we will need to receive the quote via email by **noon on Wednesday, November 10<sup>th</sup>**, if possible.

Please contact us if you have any questions.

Thanks,

**Aaron Croley**, P.E., CFM

**HDR**  
4828 Loop Central Drive, Suite 800  
Houston, TX 77081-2220  
O 713.622.9264 F 713.622.9265  
aaron.croley@hdrinc.com

**Council Agenda Item Cover Memo**

**11/15/2021  
Date of Meeting**

**To: Mayor and City Council**

**Agenda Item:**

**Discuss and take possible action on the approval of CenterPoint Energy Gas Line Improvement Plans along N. Piney Point Road at Williamsburg & Kingsworthy.**

**SUMMARY/BACKGROUND (WHY):** CenterPoint Energy has submitted plans to the City for installation of approximately 615 linear feet of new 2” plastic gas line through a utility easement located in the back yards of Williamsburg and Kingsworthy and will connect to the main line in the east right of way of N. Piney Point Road. CenterPoint will also abandon and cap the old gas line currently located in the utility easement. City staff has no objections to the plans as presented.

**STAFF RECOMMENDATION:**

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**ESTIMATED COST:**  N/A

**FUNDING SOURCE:**  N/A

**CURRENT BUDGETED ITEM:** YES   NO

**EMERGENCY REQUEST:** YES   NO  X

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**PREPARED BY:** Joe Moore

**ATTACHMENTS:** Yes



October 27, 2021

Ms. Andrea Pickens  
CenterPoint Energy  
1111 Louisiana St  
Houston, TX 77002  
P.O. Box 2628  
Houston, TX 77252-2628

Re: On-Going Services  
Review of Gas Line Improvement Plans  
Piney Point Village, Texas  
HDR Job No. 10279751

Dear Ms. Pickens:

We are in receipt of the proposed CenterPoint Energy gas line improvement plans for N. Piney Point Road and Williamsburg Drive dated 10/22/21. Based on the proposed plans provided, the City interposes no objection to the proposed gas line 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. CenterPoint Energy 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.

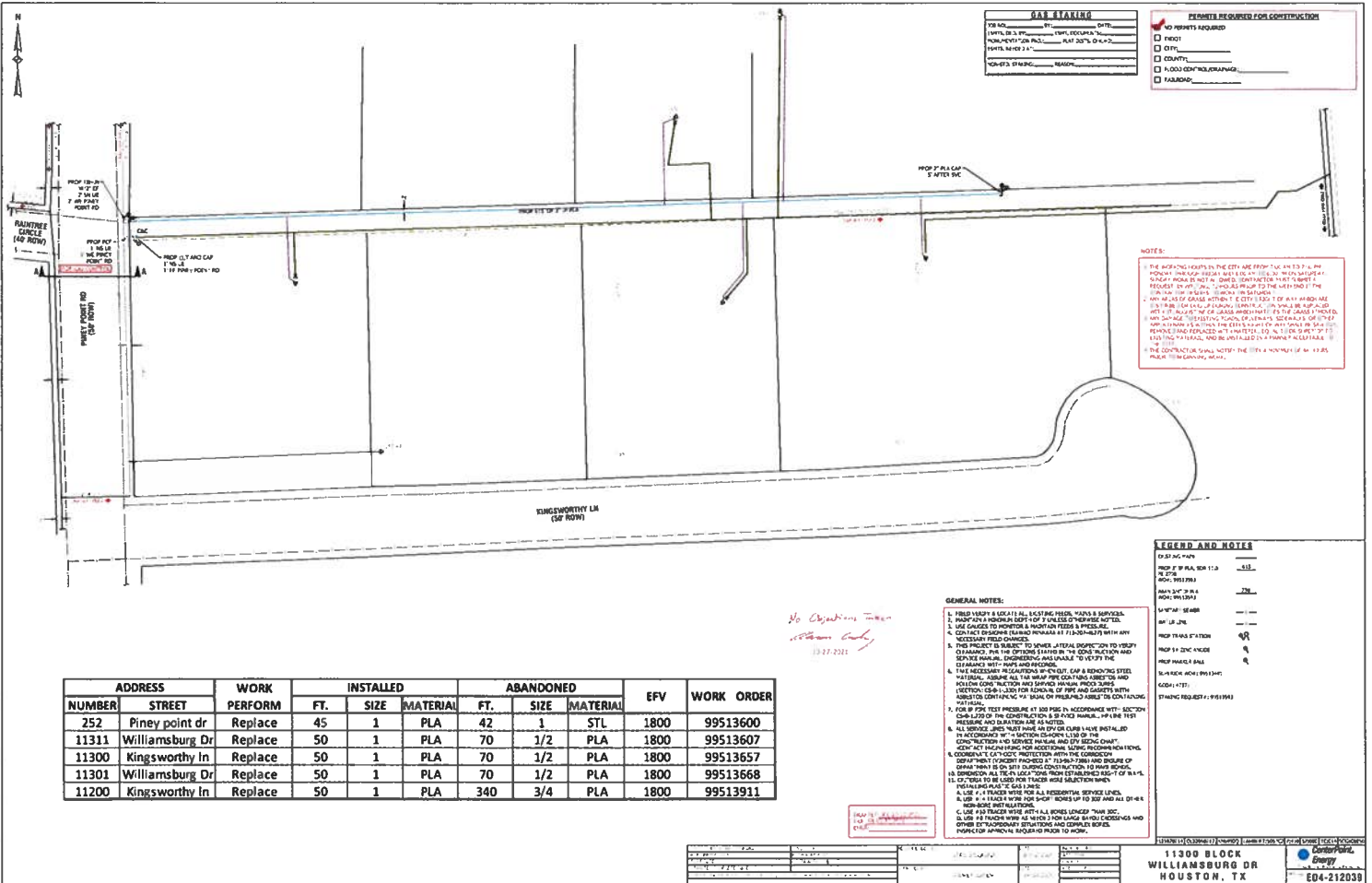
Sincerely,

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





GAS STAKING	
FOR NO.	BY DATE
DATE OF WORK	APPROVED BY
PROJECT NO.	SCALE
PROJECT NAME	DATE

**PERMITS REQUIRED FOR CONSTRUCTION**

NO PERMITS REQUIRED

PERMITS

CITY

COUNTY

HOUSTON METROPOLITAN

HOUSTON

**NOTES:**

1. THE ABOVE LAYOUTS IN THE CITY ARE FROM THE 1987 CITY MAP. THE PROJECT LOCATIONS SHOWN ARE NOT TO BE CONSIDERED AS A GUARANTEE OF THE CITY'S RECORDS. THE CITY'S RECORDS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

2. THE CITY'S RECORDS ARE SUBJECT TO CHANGE WITHOUT NOTICE. THE CITY'S RECORDS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

3. THE CONTRACTOR SHALL NOTIFY THE CITY A MINIMUM OF 48 HOURS BEFORE THE COMMENCEMENT OF WORK.

**LEGEND AND NOTES**

1" = 100'	1/8" = 1'
1" = 200'	1/16" = 1'
1" = 300'	1/32" = 1'
1" = 400'	1/64" = 1'
1" = 500'	1/128" = 1'
1" = 600'	1/256" = 1'
1" = 700'	1/512" = 1'
1" = 800'	1/1024" = 1'
1" = 900'	1/2048" = 1'
1" = 1000'	1/4096" = 1'

**GENERAL NOTES:**

*No Objections Taken*

*William Cook*

11/27/2021

NUMBER	ADDRESS	WORK PERFORM	INSTALLED			ABANDONED			EFV	WORK ORDER
			FT.	SIZE	MATERIAL	FT.	SIZE	MATERIAL		
252	Piney point dr	Replace	45	1	PLA	42	1	STL	1800	99513600
11311	Williamsburg Dr	Replace	50	1	PLA	70	1/2	PLA	1800	99513607
11300	Kingsworthy In	Replace	50	1	PLA	70	1/2	PLA	1800	99513657
11301	Williamsburg Dr	Replace	50	1	PLA	70	1/2	PLA	1800	99513668
11200	Kingsworthy In	Replace	50	1	PLA	340	3/4	PLA	1800	99513911



**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: 11300 Willamsburg Dr  
Street Number Street Name

Project Name/Number: 11300 Willamsburg Dr

Estimated Length of Project: 09/09/2021-11/09/2021

### **Applicant Information**

Name & Position: Andrea Pickens / Engineering Support Rep

Phone Number: 713-207-4246 E-Mail: andrea.pickens@centerpointenergy.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: Henderson Quality Construction

Superintendent Phone Number: 281-888-7122

Superintendent E-Mail: hqcincorey@yahoo.com

Company Address: 395 Sawdust Rd, Spring Texas 77380  
Street City State Zip Code

Emergency Contact Information: \_\_\_\_\_  
(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 checked="" 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 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: \_\_\_\_\_

**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.

Propose to install 615' of 2" IP Pla (gas) see drawing

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**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)

In ROW( see attached drawing)

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### 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 \_\_\_\_\_

**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.

*Andrea Pickens*

8/19/2021

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.

**Andrea Pickens**

Printed Name of Applicant

*Andrea Pickens*

8/19/21

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](mailto:cityhall@pineypt.org) and CC Annette Arriaga, Director of Planning, Development, and Permits, [bldgofficial@pineypt.org](mailto: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)

8/23/2021

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).

<b>PRODUCER</b> <b>EMPLOYERS DIVERSIFIED INS</b> 12850 Cedar Lane, Ste 100 Willis, TX 77378	<b>CONTACT NAME:</b> Gay Sparka <b>PHONE (A/C No, Ext):</b> (936)856-8686 <b>E-MAIL ADDRESS:</b> gsparka@hughes.net	<b>FAX (A/C, No):</b> (936)856-8670
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Henderson Quality Construction 395 Sawdust Road, Ste. 2117 Spring Tx 77380	<b>INSURER A :</b> National Specialty Ins. Co.	<b>NAIC #</b> 22608
	<b>INSURER B :</b> Travelers Indemnity Co.	<b>25658</b>
	<b>INSURER C :</b> Princeton E&S Insurance	<b>10786</b>
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

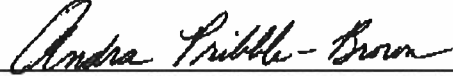
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <b>Blanket AI &amp; WOS</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		DBRNS000055-00	10/4/2020	10/4/2021	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
B	<b>AUTOMOBILE LIABILITY</b> <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"/> <b>AI &amp; WOS</b> <b>Blanket</b>		BA-6N234917-20	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ <b>10,000</b>		82A3FF0002860-00	10/4/2020	10/4/2021	EACH OCCURRENCE \$ <b>2,000,000</b> AGGREGATE \$ <b>2,000,000</b> \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<b>Contractor's Equipment</b>		QT-660-4G229141-20	10/4/2020	10/4/2021	<b>\$861,119</b> <b>\$200,000</b> <b>Limit</b> Rented/Leased

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

City of Pine Point is named as Additional Insured on the General Liability, Auto Liability & Umbrella policies. Waiver of Subrogation in favor of City of Piney Point on all policies.

**CERTIFICATE HOLDER****CANCELLATION**

City of Piney Point Permit Department 7676 Woodway Suite 300 Houston, Texas 77063	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 
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**Council Agenda Item Cover Memo**

**11/15/2021  
Date of Meeting**

**To: Mayor and City Council**

**Agenda Item:**

**Discuss and take possible action on a right-of-way drainage plan submittal for 11321 Greenvale Drive.**

**SUMMARY/BACKGROUND (WHY):** A drainage plan for the right-of-way in front of 11321 Greenvale Drive was submitted to the City for review. The plan proposes replacing the ditch and culvert drainage system in the right-of-way with 24” storm sewer at the ultimate depth to connect to the storm sewer system under North Piney Point Road. The cost to perform this work will be at the expense of the home’s contractor.

**STAFF RECOMMENDATION:**

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**ESTIMATED COST:**   N/A  

**FUNDING SOURCE:**   N/A  

**CURRENT BUDGETED ITEM:** YES    NO   

**EMERGENCY REQUEST:** YES    NO   X  

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**PREPARED BY:** Joe Moore

**ATTACHMENTS:** Yes



**Council Agenda Item Cover Memo**

**11/15/2021  
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: November 15, 2021

Submit to City: November 10, 2021

### **CURRENT PROJECTS**

#### **1. Wilding Lane Drainage & Paving Improvements Project**

The Contractor has completed Phases 1-5 of the project, storm sewer installation of the entire project, and has stabilized the pavement subgrade on Phase 6. The Contract anticipates installation of the black base on Phase 6 by November 12<sup>th</sup> and will then begin working on grading the right-of-way, driveway replacements, 2-foot wide parking pads, and installation of the asphalt overlay.

Currently the contract completion date is December 4, 2021. The Contractor has stated that they anticipate completing the work near this date but they do anticipate asking for a few extra days for various items that have extended their schedule. This request will be reviewed and considered at time of receipt. HDR will continue to remind the contractor of this schedule and associated liquidated damages.

#### **2. Farnham Park Washout**

HDR, Cary Moran, and the Contractor are meeting on-site Thursday, November 11<sup>th</sup> to review the remaining work and any additional impacts on trees. The Contractor intends on mobilizing the week of November 15<sup>th</sup> and anticipates the remaining work to take approximately 1 week to complete. 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 losing the first TV tape, AIMS Companies went back on-site and televised the storm sewer on North Piney Point Road from Bothwell to Soldiers Creek. No issues were found on this section of pipe. The Contractor did not submit a video for the Bothwell Way. HDR inquired into the status of the missing video and AIMS reported then that their camera could not fit into the inlet on Bothwell. AIMS is going to look into the issue further and report back to HDR by November 12<sup>th</sup>.

#### **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 has obtained quotes for this work and included the quotes in a separate agenda item for discussion and possible action.

A small sinkhole has formed on an abandoned manhole at #12 Smithdale Estates.



#### **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 HCFCFCD required ATLAS 14 rainfall data, submittal of the impact analysis to HCFCFCD,





and coordination on project scope and requirements with the HCFCFCD. 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 HCFCFCD prior to design. Phase 2 includes traditional engineering final design and preparation of bidding documents based on the scope defined in Phase 1. HDR has included a proposal for Phase 1 in a separate council agenda item.

## **FUTURE PROJECTS**

### **7. North & South Country Squire**

City Council and HDR have moved the regularly scheduled engineering meeting to North & South Country Squire on Wednesday, November 10<sup>th</sup> to review the existing pavement condition and discuss which areas, if any, Council would like to have repaired.

### **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 2/3<sup>rd</sup> 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

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: November 15, 2021

SUBJECT: Discuss and consider possible action on a revised landscape proposal from Westco to include pine bark mulch and irrigation checks. The annual cost would increase from \$115,800 to \$117,408.

Agenda Item: 22

To: Piney Point City Council and Mayor

Westco Grounds Maintenance is submitting a revised proposal for approval based on changes asked for by the beautification committee at a meeting on November 10, 2021. The mulch was adjusted to pine bark mulch which is more expensive than shredded hardwood and formal irrigation checks with a license irrigator were added for once a month to the contract as well versus the bed crews making note of any issues they see each time they are out servicing the property. These changes take the price from 115,800 annually to 117,408 annually.

Thank You

Deborah Winkelman



## **Maintenance Contract 2021-22 (With Bed Maintenance)**

**Start Date** 12/1/2021

**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 beds in the following areas 14 times per year: Flag Tree Park, Carol Tree Park, Memorial Esp 1, 2,3,4,5,6,7,8,9,10 and Blalock Esp 1 and 2 and City Sign @ Echo Lane and Taylorcrest
- 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

### **Irrigation Inspection**

- Visual inspection of the irrigation system 12 times per year
- Monitor Controllers for proper settings, frequency, and length of watering cycles
- Adjust and level heads as necessary to maintain proper coverage.
- Repairs under \$500.00 will be repaired and invoiced without prior authorization
- Repairs over \$500.00 Westco will send a proposal for authorization prior to repair
- Repair any equipment damaged from maintenance operations, at Westco's expense

#### **Mulch Application**

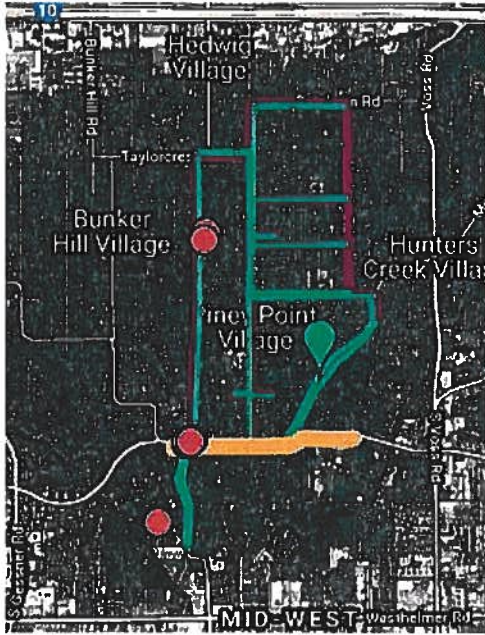
- 1" to 1.5" of fine shredded hardwood will be applied to beds and tree saucers two times per year.

### **Optional Services**

#### **Optional Winter Trip - Leaf Removal**

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

## Service Area



We will update map in our records and contract once we have a more detailed map from Piney Point Village.

### Fixed Payment Schedule

Schedule	Price	Sales Tax	Total Price
December	\$9,784.00	\$0.00	\$9,784.00
January	\$9,784.00	\$0.00	\$9,784.00
February	\$9,784.00	\$0.00	\$9,784.00
March	\$9,784.00	\$0.00	\$9,784.00
April	\$9,784.00	\$0.00	\$9,784.00
May	\$9,784.00	\$0.00	\$9,784.00
June	\$9,784.00	\$0.00	\$9,784.00
July	\$9,784.00	\$0.00	\$9,784.00
August	\$9,784.00	\$0.00	\$9,784.00
September	\$9,784.00	\$0.00	\$9,784.00
October	\$9,784.00	\$0.00	\$9,784.00
November	\$9,784.00	\$0.00	\$9,784.00
	<b>\$117,408.00</b>	<b>\$0.00</b>	<b>\$117,408.00</b>

### 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

By \_\_\_\_\_

Date 12/1/2021

Date \_\_\_\_\_

**Westco Grounds Maintenance, LLC.**

**Piney Point Village**



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## 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](http://www.eia.doe.gov)) the official energy statistics from the U.S. Government. If the average retail cost of fuel increases above \$3.50 per gallon, there will be a fuel adjustment of 1.5% added to the monthly invoice. Invoice value will be rounded up to the nearest thousand to calculate the fuel surcharge.

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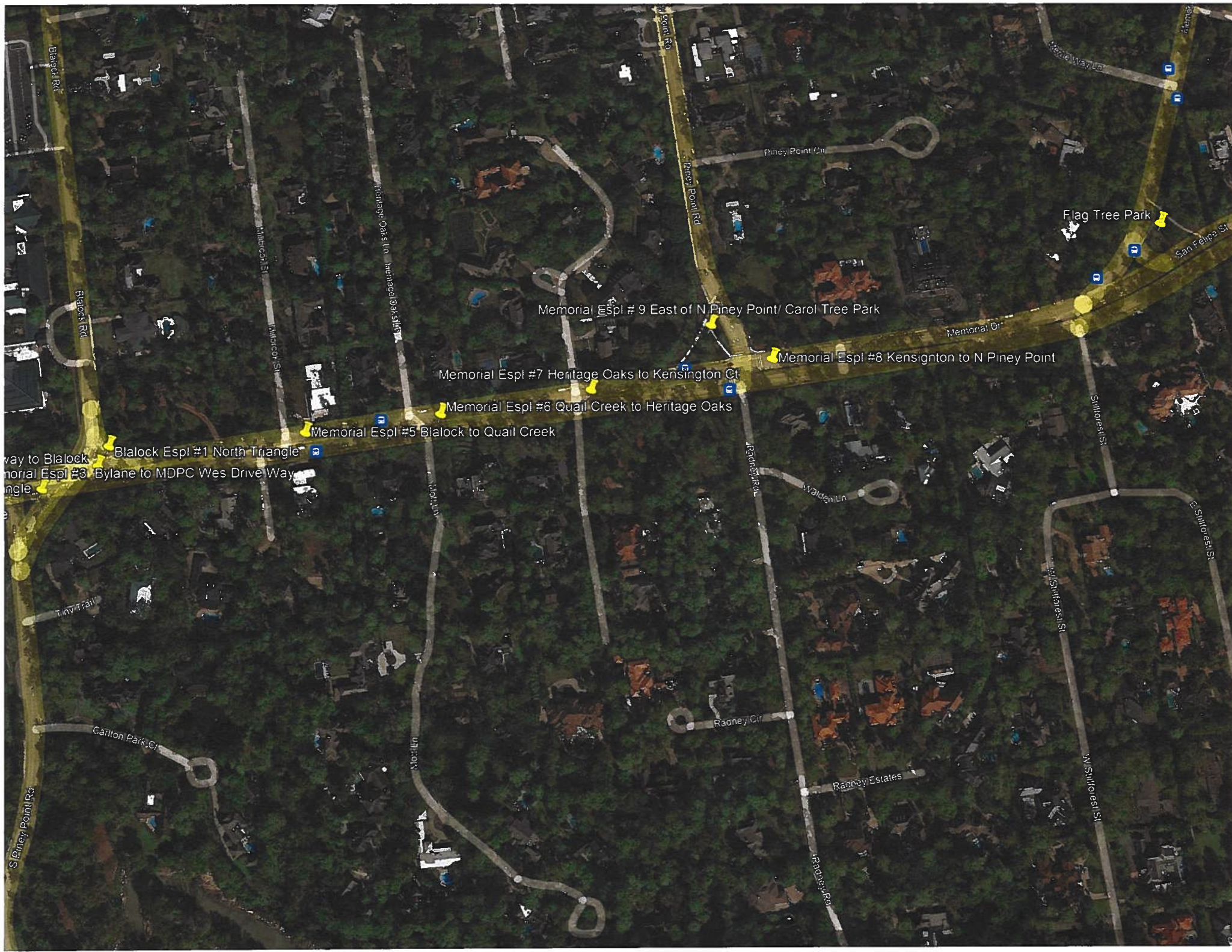
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Flag Tree Park

Memorial Espl # 9 East of N Piney Point/ Carol Tree Park

Memorial Espl #8 Kensington to N Piney Point

Memorial Espl #7 Heritage Oaks to Kensington Ct

Memorial Espl #6 Quail Creek to Heritage Oaks

Memorial Espl #5 Blalock to Quail Creek

Blalock Espl #1 North Triangle

Memorial Espl #3 Bylane to MDPC Wes Drive Way

Triangle

Tiny Trail

Carlton Park Ct

Woodlin

Radney Cir

Radney Estates

N Sullroest St

N Sullroest St

E Sullroest St

Sullroest St

Memorial Dr

Walden Ln

Radney Rd

Piney Point Cir

Piney Point Rd

Heritage Oaks Ln

Heritage Oaks Ln

Heritage Oaks Ln

Blalock Rd

Blalock Rd

San Felipe St

Wes Drive Way

Blalock Rd

S Piney Point Rd

Radney Rd

**MINUTES  
THE CITY OF PINEY POINT VILLAGE  
REGULAR COUNCIL MEETING  
MONDAY, OCTOBER 25, 2021**

**THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE MET IN A REGULAR COUNCIL 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.**

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

**ABSENT:** Brian Thompson

**CITY STAFF:** 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 6:30 p.m.

**PLEDGE OF ALLEGIANCE**

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

Citizens present:

The City Engineer provided an update on the Wilding Lane Drainage and Paving Improvements Project for citizen concerns.

- Joseph Reeves, a Wilding Lane resident had concerns about the layout of driveways and an issue for several months about a 5-foot-tall pile of dirt across ROW of his property.

**City Council Agenda:**

\*Agenda item no. 20 was moved as it was related to Wilding Lane,

**20.** Discussed and considered 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. 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. Builder will discuss with homeowner sharing the cost for the work with the city.

1. Discussed and considered possible action on the Memorial Villages Police Department monthly report. Commissioner Huguenard discussed personnel matters and issues. The police department will supply detailed information about the cost and details of employee dependent benefits. Chief Schultz summarized activities and provided statistics for September.
2. Discussed and considered possible action on the Village Fire Department monthly report. Commissioner Nash was out of town. Council Member Kollenberg provided an update for the VFD for September.
3. Discussed and considered the ERCOT Membership renewal for 2022 and designated an authorized representative. Council Member Dodds made a motion to approve the ERCOT Membership renewal for 2022 with a membership fee of \$100, and to designate Council Member Brian Thompson as the ERCOT authorized representative. Council Member Bender seconded the motion and it passed unanimously.
4. Discussed and considered sign replacement, samples, and quotes. Mayor Kobelan approved Alliance Reprographics Invoice # 27087 for \$1,517.50 for design work. Council Member Herminghaus made a motion to approve the quote from Alliance Reprographics for \$5,800 but insists that the city be supplied with the artwork. Council Member Dodds seconded the motion and it passed unanimously.
5. Discussed and considered possible action 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. This item was tabled to next month.
6. Discussed and considered 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. Council Member Herminghaus made a motion to authorize Mayor Kobelan to sign the Proclamation for Diane Wege in recognition of 20 years of service as a member of the Planning & Zoning Commission. Council Member Bender seconded the motion and it passed unanimously.
7. Discussed and considered 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. Council Member Bender volunteered to share with the city the cost of the bench in recognition of Diane Wege's service. Council Member Herminghaus made a motion to authorize the purchase and installation of the bench in honor of Diane Wege not to exceed \$2,500 with half of the cost voluntarily

to be paid by Council Member Bender. Council Member Dodds seconded the motion and it passed unanimously.

8. Discussed and considered 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. Council Member Bender made a motion to approve the PS Lightwave Fiber Optic Cable Aerial Improvements Plan along N. Piney Point Road at Ecclesia. Council Member Dodds seconded the motion and it passed unanimously.
9. Discussed 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. Discussion only. Mayor Kobelan will coordinate with the mayors of the other Villages. No action taken.
10. Discussed and considered an estimate to replace the plants at the Memorial and Blalock esplanades. Council Member Bender made a motion to approve the Bright Landscape estimate to replace the plants at the Memorial and Blalock esplanades for \$3,285.17. Council Member Herminghaus, requested in the future, to provide more than one quote. Council Member Herminghaus seconded the motion and it passed unanimously.
11. Discussed and considered approving a landscape maintenance proposal. Council received and reviewed 2 quotes for landscape maintenance, one from Bright Landscape and one from Westco Grounds Maintenance. Council Member Bender made a motion to approve the landscape maintenance proposal from Westco. Council Member Herminghaus seconded the motion and it passed unanimously.
12. Discussed and considered approving Resolution No. 2021.10.25 authorizing participation in the National Opioid Settlement Agreements. Council Member Dodds made a motion to approve Resolution No. 2021.10.25 authorizing participation in the National Opioid Settlement Agreements and to authorize Mayor Kobelan to execute all other necessary documents to participate in the National Opioid Settlement Agreements. Council Member Bender seconded the motion and it passed unanimously.
13. Discussed and considered possible action on the Public Management Proposal associated with the American Rescue Plan Act, Coronavirus Local Fiscal Recovery Fund. This item was tabled.
14. Discussed and considered 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. Council Member Herminghaus made a motion to approve amending the Schedule of Fees adopted by Resolution No. 2021.04.26 specifically in regard to fees set for non-residential permit fees. Council Member Dodds seconded the motion and it passed unanimously.

Agenda Items 15 & 16 were discussed, and a motion was made together:

15. Considered and take possible action to approve Piney Point Circle ROW Agreement.
16. Considered and take possible action to approve the ROW Agreement with Mr. and Mrs. Harrell for additional ROW needed on Piney Point Circle.

Council Member Kollenberg moved to approve the circulation of the ROW Agreements to residents and if they are received back, then the city will act on authorizing eminent domain for Piney Point Circle. Council Member Bender seconded the motion and it passed unanimously.

17. Considered and take possible action to approve Resolution No. 2021.10.25A authorizing eminent domain for Piney Point Circle. This item was tabled.
18. Discussed and considered action on the Mayor's Monthly Report. There was nothing to add.
19. Discussed and considered action on the City Administrator's Monthly Report, including but not limited to the September 2021 Financials. There were no questions.

\*Agenda item no. 20 was moved before Citizen Comments as it was related to Wilding Lane, which was also the concern of Joseph Reeves.

20. Discussed and considered 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. Discussed and considered action the Engineer's Report. The Engineer's Report for this month includes updates to the Wilding Lane Project, other various maintenance projects, and future projects.
22. Discussed and considered action on the Minutes for the Regular Session Meeting held on September 27, 2021. Council Member Herminghaus requested a change to the Minutes on agenda item #13 by removing the sentence "This is the time to make a change in the Auditor if needed." Council Member Herminghaus made a motion to approve the Minutes of the Regular Session Meeting held on September 27, 2021, with the change to item #13. Council Member Bender seconded the motion and it passed unanimously.
23. Discussed and considered possible action on any future agenda items, meeting dates, etc.
  - November 10, 2021 – Engineering Meeting
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 8:36 p.m.  
Council reconvened into an open session at 9:02 p.m.

25. Proposed action when Executive Session is reconvened.  
No formal action taken.

26. Adjourn  
Council Member Herminghaus made a motion to adjourn. Council Member Bender seconded the motion and it passed unanimously. The meeting adjourned at 9:03 p.m.

**PASSED AND APPROVED this 15th day of November 2021.**

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Mark Kobelan  
Mayor

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Karen Farris  
City Secretary