

**CITY OF PINEY POINT VILLAGE
CITY COUNCIL**

Mark Kobelan, Mayor
Michael Herminghaus, Council Position 1
Dale Dodds, Council Position 2
Joel Bender, Council Position 3, Mayor Pro Tem
Aliza Dutt, Council Position 4
Jonathan C. Curth, Council Position 5



**COUNCIL CHAMBERS
7676 WOODWAY, SUITE 300
HOUSTON, TEXAS 77063**

Robert Pennington, City Administrator
David Olson, City Attorney

Phone (713) 782-0271
www.cityofpineypoint.com

**THE CITY OF PINEY POINT VILLAGE
REGULAR COUNCIL MEETING
MONDAY, DECEMBER 18, 2023
6:00 PM**

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE WILL HOLD A REGULAR COUNCIL MEETING ON MONDAY, DECEMBER 18, 2023, AT 6:00 P.M. AT ECCLESIA CHURCH, 325 PINEY POINT ROAD, HOUSTON, TEXAS TO DISCUSS THE AGENDA ITEMS LISTED BELOW.

I. DECLARATION OF QUORUM AND CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. 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 the Council or a Staff Member may only respond by stating specific factual information or by reciting existing policy. The City Council may not deliberate or vote on the non-agenda matter.*

IV. NEW BUSINESS

1. Consideration and possible action on the Memorial Villages Police Department Monthly Report.
2. Consideration and possible action on the Village Fire Department Monthly Report.
3. Consideration and possible action on the schedule of Observed Holidays for 2024.
4. Consideration and possible action on an Ordinance that establishes the schedule for City Council Regular Meetings in 2024.
5. Consideration and possible action on a Resolution of Order to establish a joint election with Spring Branch Independent School District for the General Municipal Election on May 4, 2024.

6. Consideration and possible action on approving the Interlocal Agreement with Harris County to house, support, maintain, and confine or detain city prisoners in Harris County Jails.
7. Consideration and possible action on an ordinance regarding the city of Piney Point Village's Texas Municipal Retirement System benefits: (1) adopting non-retroactive repeating COLAs, for retirees and their beneficiaries under TMRS Act §853.404(f) and (f-1), and (2) authorizing annually accruing updated service credits and transfer updated service credits.
8. Consideration and possible action on a resolution to approve a contract renewal with DRC Emergency Services for disaster debris clearance removal.
9. Consideration and possible action on the Mayor's Monthly Report.
 - a) Landscape Improvements.
 - b) Beautification Committee Updates.
10. Consideration and possible action on the City Administrator's Monthly Report.
 - a) Financial Related Items:
 - i. Financial Report – November 2023.
 - ii. Property Tax Report – November 2023.
 - iii. Authorize Disbursements over \$10,000.
 - b) Specific Use Permit Projects – Updates.
 - c) Shadow Way Automated License Plate Recognition (ALPR) system:
11. Consideration and possible action on approving the Interlocal Agreement with the City of Houston for improvements to the existing 24" outfall storm sewer system located at 14 Windermere Lane within the City of Piney Point Village and 102" outfall storm sewer system located at 15 Windermere Lane within the City of Houston.
12. Consideration and possible action on a proposal for construction for the Williamsburg Drainage Improvements Project.
13. Consideration and possible action on a proposal for professional engineering services for the Williamsburg Drainage Improvements Project.
14. Consideration and possible action on the Engineer's Report.
15. Consideration and possible action on approval of the minutes for the Regular Session Council Meeting held on November 27, 2023.
16. Consideration and possible action on future agenda items, meeting dates, and similar matters.

V. EXECUTIVE SESSION UNDER TEXAS GOVERNMENT CODE

17. The City Council will now hold a closed executive meeting pursuant to the provision of Chapter 551, Texas Government Code, in accordance with the authority contained in:

- a) **Section 551.071-** Consultation with City Attorney.
- b) **Section 551.072-** Real Estate Property, specifically to deliberate office lease.
- c) **Section 551.074-** Personnel, specifically to deliberate employee salaries.
- d) Reconvene into an open session.

18. Consideration and possible action on items discussed in the Executive Session.

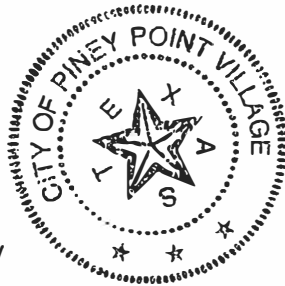
VI. ADJOURNMENT

CERTIFICATION

I certify that a copy of the December 15, 2023, 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 December 18, 2023.



Robert Pennington
City Administrator / City Secretary



In compliance with the Americans with Disabilities Act, the City of Piney Point Village will provide 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 before the meeting. For further assistance, we kindly request that you contact our city staff by dialing 713-230-8703. 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.

TO: City Council

FROM: R. Pennington, City Administrator

VIA: R. Schultz, Police Chief

MEETING DATE: December 18, 2023

SUBJECT: Discuss and take possible action on the Memorial Villages Police Department Monthly Report.

Agenda Item: 1

This agenda item is for MVPD monthly reporting, to hear and discuss the activity of the Department, including details on call volume, traffic stops, citations, and other public safety-related incidents. Attached is the monthly report from MVPD.



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

Raymond Schultz
Chief of Police

December 11, 2023

TO: MVPD Police Commissioners
 FROM: R. Schultz, Chief of Police
 REF: November 2023 Monthly Report

During the month of November, MVPD responded/handled a total of 5,076 calls/incidents. 4,008 House Watch checks were conducted. 433 traffic stops were initiated with 449 citations being issued for 793 violations. (Note: 20 Assists in Hedwig, 103 in Houston, 10 in Spring Valley and 0 in Hillshire)

Calls/Events by Village were:

Village	Calls/YTD	House Watches/YTD	Accidents	Citations	Response Time
Bunker Hill:	1531/21739	1270/17631	2	293/110/403	5@3:34
Piney Point:	1537/17411	1216/12990	5	174/139/313	9@3:18
Hunters Creek:	1853/24485	1519/19363	5	220/103/333	7@3:23
					Cites/Warn/Total 21@3:34

Type and frequency of calls for service/citations include:

Call Type	#	Call Type	#	Citations	#
False Alarms:	111	Ord. Violations:	21	Speeding:	94
Animal Calls:	13	Information:	19	Exp. Registration	189
ALPR Hits:	15	Suspicious Situations	84	No Ins	91
Assist Fire:	52	Loud Party	11	No License	83
Assist EMS:	31	Welfare Checks:	14	Stop Sign	15
				Fake Plate	20

*This month the department generated a total of 47 police reports.
 BH-12 PP-21 HC-10 HOU-2, HED-0, SV-1*

Crimes Against of Persons (0)

Assault (DV)	0	Assault - Simple	0
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Crimes Against Property (7)

Credit Card Abuse	1	Fraud/ID	3
Burglary of a Habitation	1	Theft Misdemeanor	2

Petty/Quality of Life Crimes/Events (40)

ALPR Hits (valid)	4	DWI	5
Accidents	12	Poss of a DW	2
FSGI	2	Misc	6
Warrants	5	Towed Vehicles	4

Arrest Summary: Individuals Arrested (12)

Warrants	5	Felony	0
Class 3 Arrests	2	DWI	5

<u>Budget YTD:</u>	<u>Expense</u>	<u>Budget</u>	<u>%</u>
• Personnel Expense:	4,966,558	5,698,141	87.2%
• Operating Expense:	905,501	1,096,092	82.6%
• Total M&O Expenditures:	5,872,059	6,794,233	86.4%
• Capital Expenses:	509,393	672,200	75.8%
• Net Expenses:	6,381,451	7,466,433	85.0%

Follow-up on Previous Month Items/Requests from Commission

- The contract for electricity service was awarded through HGAC. Shell was the lowest bid at 6.6 k/w. Service begins January 4, 2024.

Personnel Changes/Issues/Updates

- Dispatcher interviews were conducted. Two candidates were offered part-time positions. Both will start training in mid-December. Both are Master Level Certified.

Major/Significant Events

- Holiday patrols with package checks have begun along with our annual holiday safety tips being included in the weekly V-LINC message.
- S. Piney Point Road and been completely closed again by the City of Houston for repairs. MVPD added our signage to the project and have been working with St. Francis on the daily closures and detours that are occurring in front of their main gate.
- The 4th Burglary of the year occurred on 11/14/23 in Bunker Hill. In this case, a window that had been put in place with tape was removed and the home entered. The home was ransacked, and collector coins and bills taken (min value) Other more valuable items were left behind. Of the 4 burglaries this year, 3 are within a short radius of each other. Detectives have identified a person of interest who has been in the area in the past making deliveries and pickups.
- On 11/15/23 officers had a vehicle flee from them during a traffic stop. While evading officers, the suspect threw drugs out the windows of the car. Officers were able to recover the drugs before children started their morning walk to school.
- On 11/19/23 a traffic stop of a vehicle with fake paper tags resulted in the seizure of blank money orders, blank checks, printers, a laptop and a loaded handgun. The DA's office declined any charges.

Status Update on Major Projects

- This month we began flying regular night patrols with the MVPD drone. Officer Boggus has been supporting field operations with evening coverage between 5 pm and 8 pm.
- Planning is underway for the 2023 Twinkle Light Parade to be held December 14, 2023.

Community Projects

- Staff participated in numerous events including; Red Ribbon Week at MDE, Veterans Day Lunches at HCE, and BHE.

V-LINC new registrations in November +12

BH – 1629(+6)
PP – 1147 (+2)

HC – 1630 (+4)
Out of Area – 599 (+0)

November VFD Assists

Calls received directly by MVPD via 911/3700

Priority Events Average Response Times

Total – 12 2:58

Fire – 1 2:29

EMS – 11 3:01

By Village

BH Fire – 0 0:00

BH EMS – 2 2:05

PP Fire – 1 2:29

PP EMS – 5 3:16

HC Fire -0 0:00

HC EMS -4 3:08

Combined VFD Events (Priority + Radio)

Total – 45 4:28

Fire – 31 5:03*

EMS – 14 3:34

Radio Call Events

Total – 33 5:13*

Fire- 30 5:10

EMS- 3 5:37

Radio Call Events by Village

BH – 10 3:53

PP – 12 6:13*

HC – 11 5:03

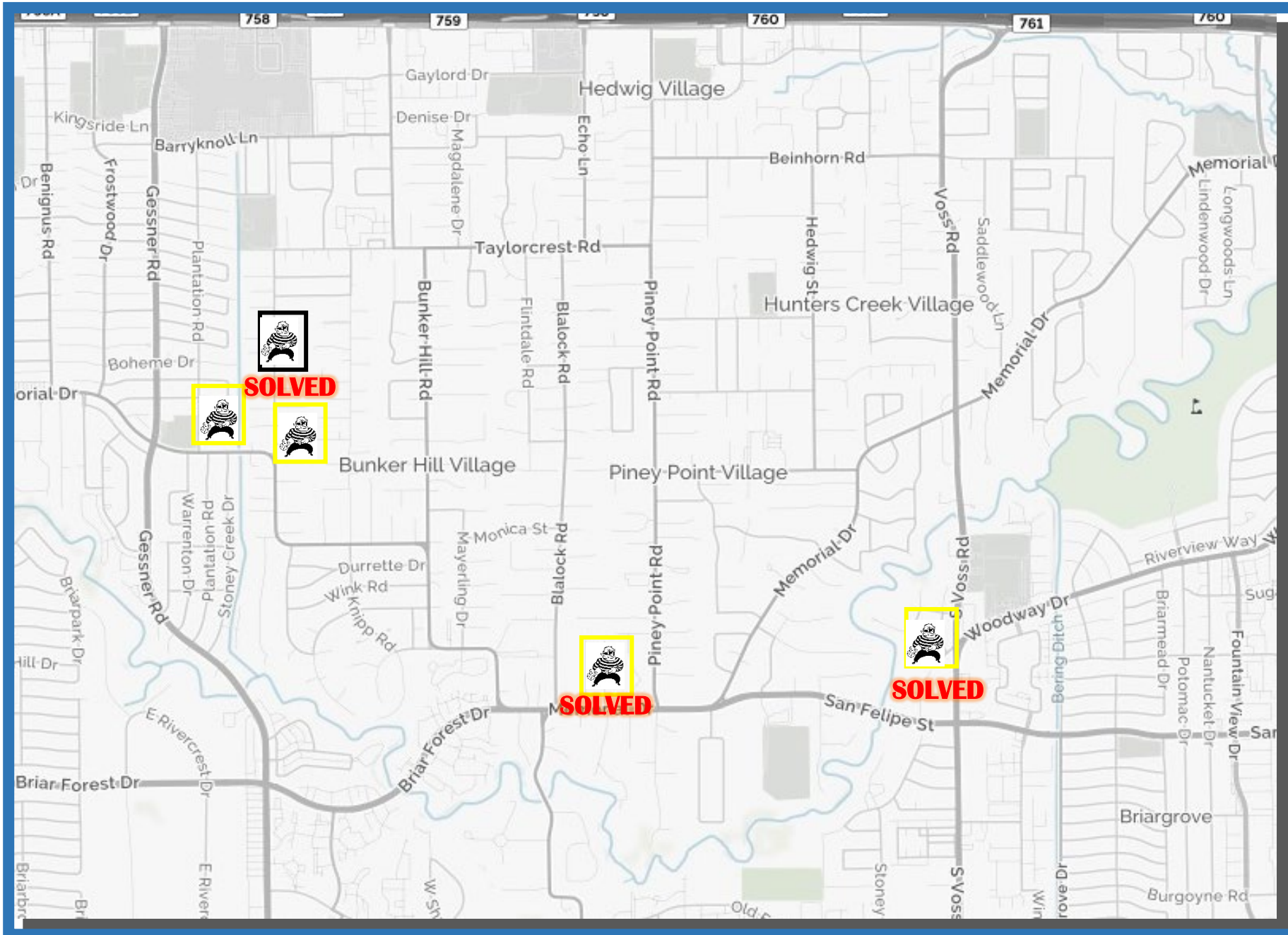
- Officer not logged on scene arrived in 2 minutes. Event attached.

2022 Officer Committed Time to Service Report

Employee Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Reports	Cites
ALSALMANI, ALI	26:36:21	23:28:43	24:11:20	22:45:35	36:12:16	39:39:19	20:29:11	41:34:45	25:51:37	23:32:55	33:30:16		5	46
BAKER, BRIAN C	* 3:31:40	0:18:16	1:29:15	0:32:24	0:21:24	0:34:07	0:00:00	5:44:14	0:00:00	0:25:15	0:26:38			
BALDWIN, BRIAN	17:32:11	13:52:09	18:58:23	15:22:04	11:14:09	12:46:41	0:30:45	17:17:18	16:36:03	15:53:45	14:35:36		1	9
BIEHUNKO, JOHN	22:37:16	20:41:29	24:20:46	9:54:47	16:39:29	14:18:35	21:50:18	17:17:36	16:00:05	22:32:10	14:37:30		1	21
BOGGUS, LARRY	* 0:04:10	0:59:15	2:42:11	14:58:50	12:06:57	0:22:51	0:46:16	1:18:35	1:46:29	2:36:07	1:23:30			
BURLESON, Jason	13:12:02	10:25:15	13:11:53	22:52:41	25:02:17	28:34:21	12:28:04	17:46:00	14:03:26	16:26:12	12:18:51		3	6
BYRD, Rachied									25:56:26	44:10:21	14:35:26		4	14
CANALES, RALPH EDWARD	15:05:04	14:08:39	19:00:17	9:18:54	13:22:58	10:32:51	12:45:59	19:09:34	11:22:01	21:07:21	15:06:32		2	23
CERNY, BLAIR C.	* 22:20:53	13:00:34	4:12:21	5:52:34	9:33:34	4:46:33	0:00:00	2:48:09	7:12:49	7:24:04	1:50:29			
ECKERFIELD, Dillion	25:34:06	16:08:21	33:29:46	21:55:20	33:28:28	33:18:43	29:35:54	18:27:41	17:59:00	22:12:03	20:09:28		1	14
HARWOOD, NICHOLAS	18:58:46	19:16:48	12:51:44	9:07:09	9:03:33	21:35:51	25:01:09	20:51:59	28:19:01	17:36:23	16:28:02		2	18
JARVIS, RICHARD	17:03:26	15:40:05	15:27:29	13:10:22	16:25:12	16:22:45	38:21:03	20:33:00	17:51:04	27:37:44	14:13:56		4	22
JOHNSON, JOHN	15:48:16	16:53:09	14:28:58	17:03:42	13:16:09	25:55:05	15:29:31	12:10:51	23:43:59	13:01:11	14:32:23		2	20
JONES, ERIC	* 0:00:00	14:52:11	0:00:00	0:00:00	0:02:31	0:00:00	0:00:00	0:00:18	2:40:15	0:00:22	0:00:00			
KING, JEREMY	9:53:27	0:00:00	20:34:58	7:58:39	14:52:28	7:00:48	17:04:38	12:46:59	13:25:27	21:19:33	12:00:34			26
KUKOWSKI, Andy	21:46:17	23:48:00	14:19:24	14:13:17	27:31:49	29:10:56	8:46:48	24:12:12	25:10:47	36:11:04	28:04:48		5	45
LOWRIE, Andy	18:47:35	35:22:56	22:43:49	31:50:20	26:19:33	31:43:01	37:35:44	32:07:40	14:19:42					
MCCELVANY, ROBERT	13:28:51	9:01:39	3:53:11	9:48:34	6:28:09	8:32:13	7:05:07	5:38:07	8:00:29	12:41:17	4:57:52			2
ORTEGA, Yesenia	16:22:55	14:53:39	22:43:49	25:29:38	17:20:34	23:37:36	23:08:26	15:14:27	14:33:27	19:03:53	19:53:21		2	20
OWENS, LANE	* 7:19:25	1:06:57	0:03:44	0:00:00	0:05:50	0:00:00	0:00:00	0:00:00	2:12:22	0:14:28	0:00:00			
PAVLOCK, JAMES ADAM	1:16:57	0:41:05	1:32:18	0:19:29	1:35:54	8:41:34	5:49:04	19:37:04	25:49:25	22:20:00	11:40:19		2	58
RODRIGUEZ, CHRISTOPHER	* 2:58:13	0:45:39	5:03:49	10:10:35	3:29:18	1:38:51	1:09:41	0:39:05	7:12:29	3:28:39	0:03:55			
RODRIGUEZ, REGGIE			2:13:47	30:19:25	30:22:14	2:08:28	22:56:31	0:52:52	19:28:41	23:20:02	29:25:07		4	27
SALAZAR, Efrain	21:58:39	20:02:08	19:37:20	14:39:42	22:21:47	24:51:18	41:51:31	1:11:04	10:18:29	5:40:19	1:44:42			
SCHANMEIR, CHRISTIAN	20:44:52	12:50:34	15:00:40	16:57:42	20:25:07	18:25:29	20:05:42	20:35:08	17:11:30	20:06:35	7:29:02		3	3
SCHULTZ, RAYMOND	* 5:44:09	0:00:00	0:46:23	1:12:56	0:00:00	1:09:46	0:24:54	3:16:02	0:05:22	0:02:48	0:00:00			
SILLIMAN, ERIC	25:55:25	11:42:31	7:51:13	7:22:18	31:05:02	26:15:50	15:19:48	21:16:57	22:31:14	8:55:44	9:06:27		2	41
SPRINKLE, MICHAEL	9:05:01	6:38:58	13:45:12	12:40:15	12:06:36	10:45:10	12:31:26	9:01:06	8:55:10	6:00:19	5:42:28			4
TAYLOR, CRAIG	29:35:02	17:58:23	21:22:03	12:56:07	16:16:43	9:51:48	15:28:13	25:42:25	16:01:01	18:32:56	8:45:00		1	11
TORRES, PATRICK	14:23:40	17:57:00	12:04:56	16:42:07	17:43:40	7:33:10	11:51:15							
VALDEZ, JUAN	20:27:22	8:01:45	16:38:45	16:10:38	15:51:29	17:34:23	21:00:35	27:51:49	19:17:02	23:35:01	17:29:19			10
VASQUEZ, MONICA	* 0:39:02	2:11:16	2:48:31	24:00:53	2:54:01	0:52:15	0:49:31	1:01:46	0:11:55	0:09:45	0:00:00			
WHITE, TERRY	26:58:37	19:19:14	6:53:51	14:02:23	32:35:37	24:40:56	28:18:39	14:43:05	5:22:02	26:11:56	14:21:02		3	9
WILLIFORD, Adam	17:44:28													
* = Admin												Total	47	449

Dispatch Committed Time	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
911 Phone Calls	385	377	460	UNV	UNV	383	278	214	264	268	175		2804
3700 Phone Calls	2469	2015	2558	UNV	UNV	2519	2018	2213	2049	2525	2025		20391
DP General Phone Calls*	53:12:01	71:35:35	56:39:49	UNV	UNV	UNV	35:59:09	39:03:25	48:90:24	84:50:03	49:39:29		
Radio Transmissions						10498	8985	9428	12234	9621	7026		

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



2023 Burglary Map

Address	Alarm	POE
12102 Rhett	No	Rear Door/Force
203 Heritage Oaks	No	Front Door/Force
1205 River Bend	No	Rear Door/Force
12014 Surrey Ln	No	UNL
11912 Arbordale	No	Rear Widow

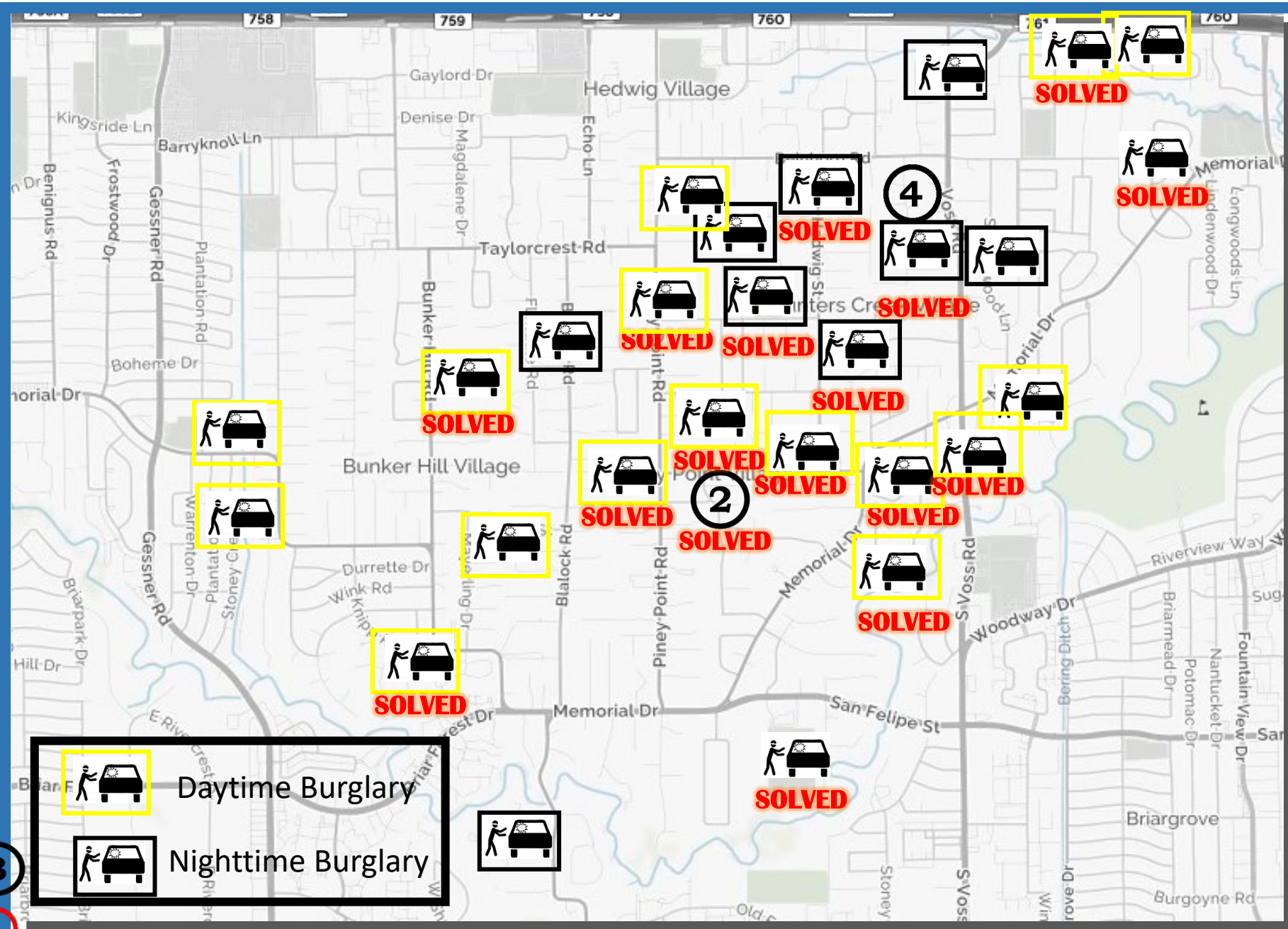
2023 Robberies

Address	MO
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-  Daytime Burglary
-  Nighttime Burglary
-  Robbery



2023 Auto Burglary Map



Address	POE
335 Piney Point Rd	UNL Win Open
10810 Briar Branch	UNL
11714 Winshire	Win/Smash
10709 Memorial	Lock Punch
10913 Long Shadow	UNL
10823 Smithdale	UNL
10918 Roaring Brook	UNL
10926 Long Shadows	UNL
525 Trails End	UNL
200 Stoney Creek	UNL/Contractor
10700 Marsha	Win/Smash
11722 Flintwood	UNL
1 Carsey Ln	UNL*
8435 Katy Fwy	Win/Smash*
11678 Arrowood	UNL
11750 Memorial	Window/Punch
12122 Memorial	UNK
10900 Wickline	Window/Punch
201 Kinkaid School Rd	UNL
825 Sadlewood	Lock Twist
106 Willowend	Window/Punch
10906 Wickline	Window/Punch
9 Tokeneke Trl	Window/Punch
11207 Tyne Ct	Window/Punch
11215 Tyne Ct	UNL
10901 Bridgewood	UNL
11 Willowend	UNL/Contractor
505 Lanecrest	UNL
749 W Creekside	Unfounded
11302 Holidan Way	Unlocked
8429 Katy FWY	Window Punch



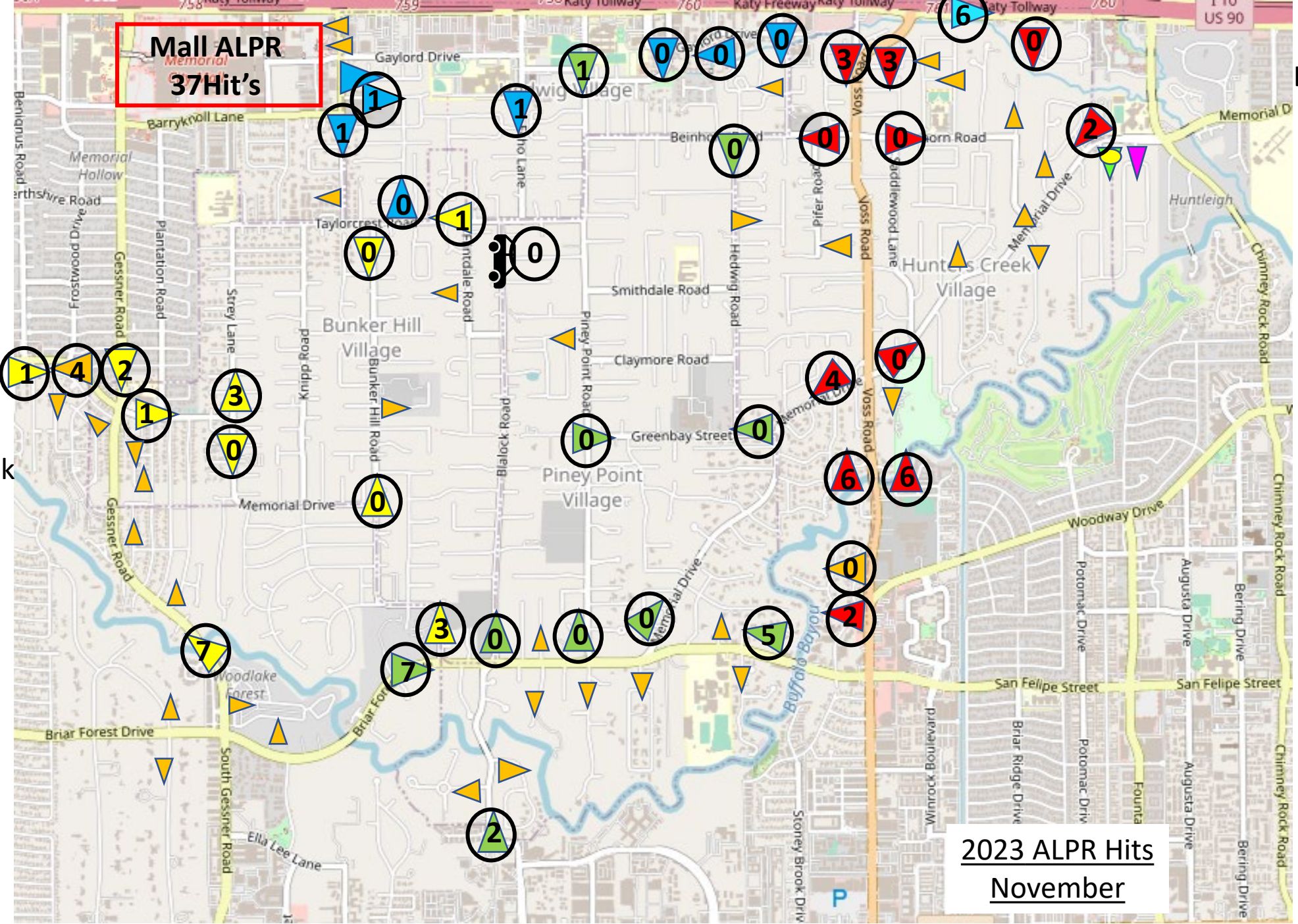
Blue Entry = Actual
 Location Unknown
 Underlined Contractor
SOLVED
 11/30/23

* Lugging

Mall ALPR
37Hit's

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

- Lindenwood HOA 
- Longwoods HOA 
- US Coins 
- In Process 
- HOA Systems 
- 11/30/23 

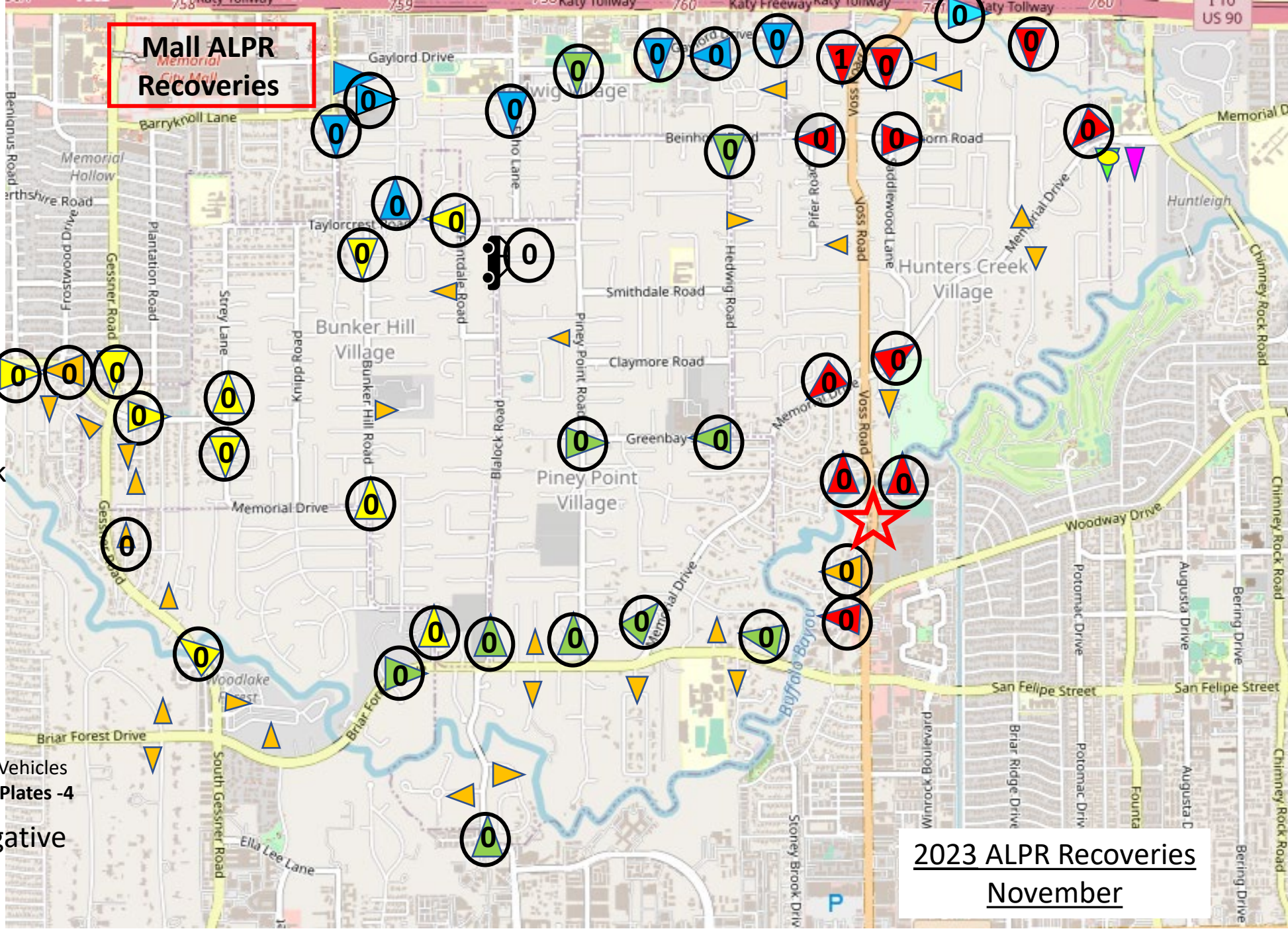


2023 ALPR Hits
November

Mall ALPR Recoveries

- Hedwig
- Bunker Hill
- Piney Point
- Hunters Creek
- Frequent Mobile Locations
- Recovered Vehicles
Recovered Plates -4
- Investigative Leads

- Lindenwood HOA
- Longwoods HOA
- US Coins
- In Process
- HOA Systems
- 11/30/23



2023 ALPR Recoveries
November



November 2023 ALPR REPORT



Total Plate Reads, Incl's multiple reads of same plate
Number of Unique Plates Read – Total without repeats
Number of Hits/Alerts - All 14 possible categories
Number of Hits/Alerts of the 6 monitored categories
Number of Sex Offender Hits (not monitored live)
Summary Report
Total Hits-Reads/total vehicles passed by each camera

2023 ALPR Data Report

Plate Reads Summary

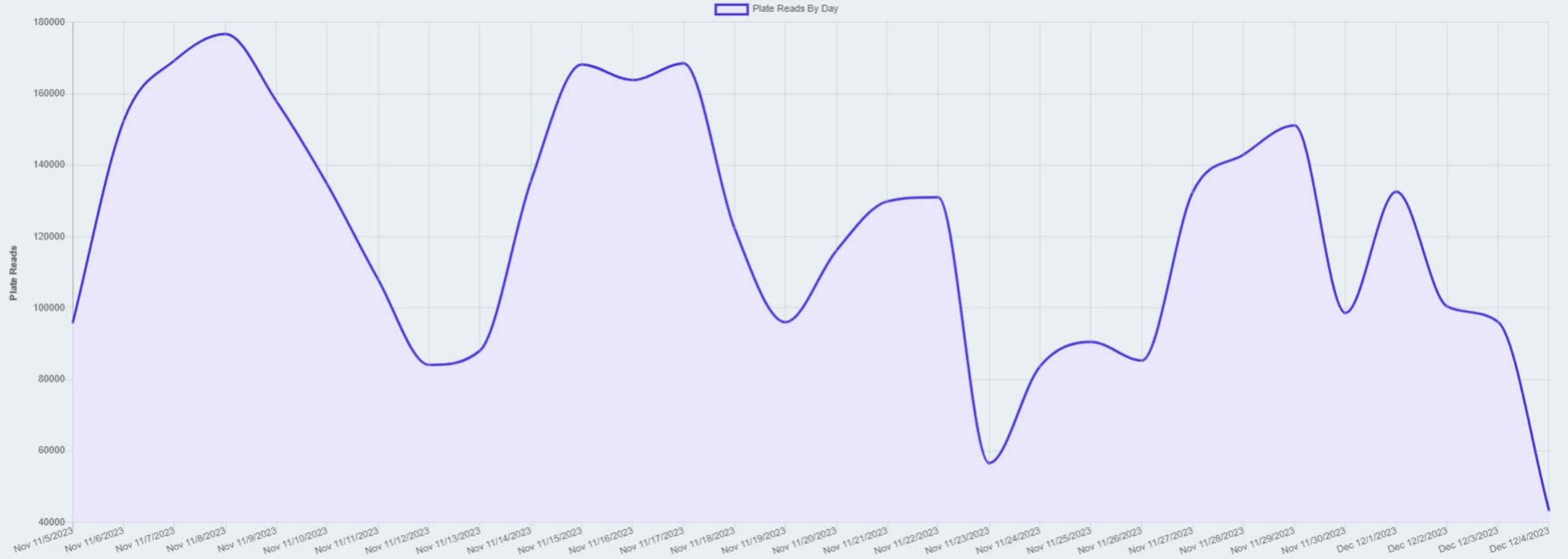
Total Plate Reads:
3,612,773

[DOWNLOAD CSV](#)

Nov 1 – Nov 30

Devices (34)

[Search](#)



Unique Plate Reads Summary

Total Unique Plate Reads:

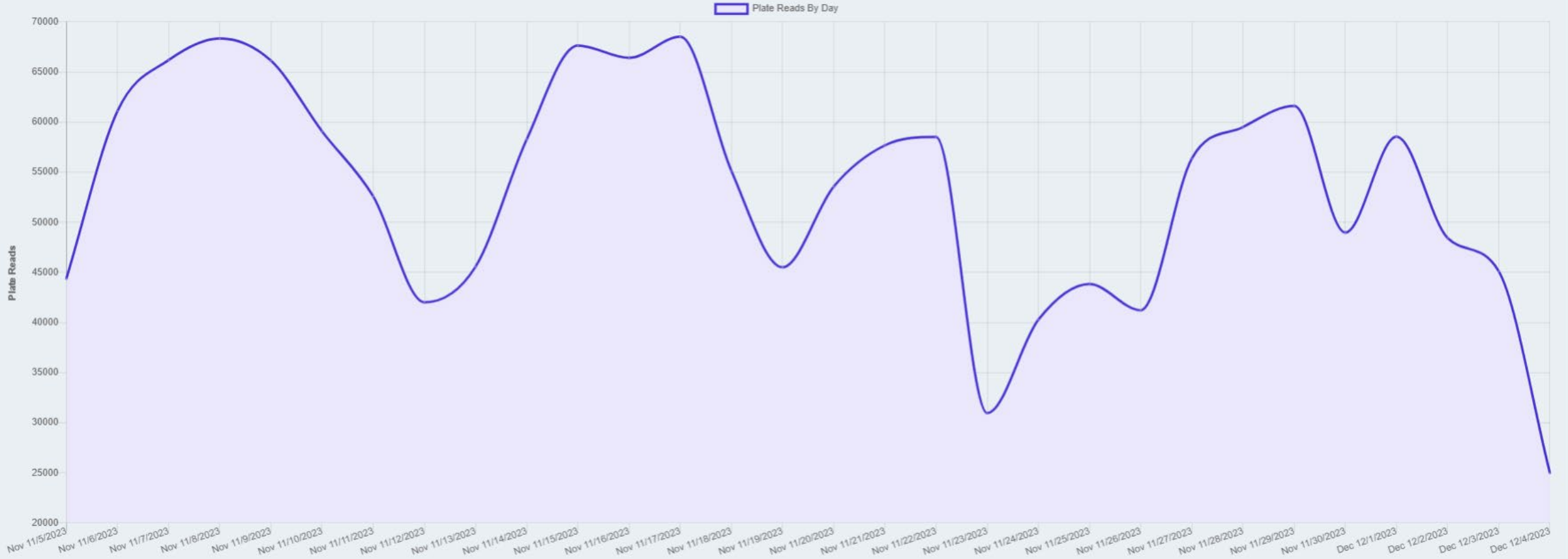
518,325

[DOWNLOAD CSV](#)

Nov 1 – Nov 30

Devices (34) ▾

[Search](#)



All Categories

Hits Report

11/01/2023 To... 11/30/2023

Search

Select a date range up to 31 days

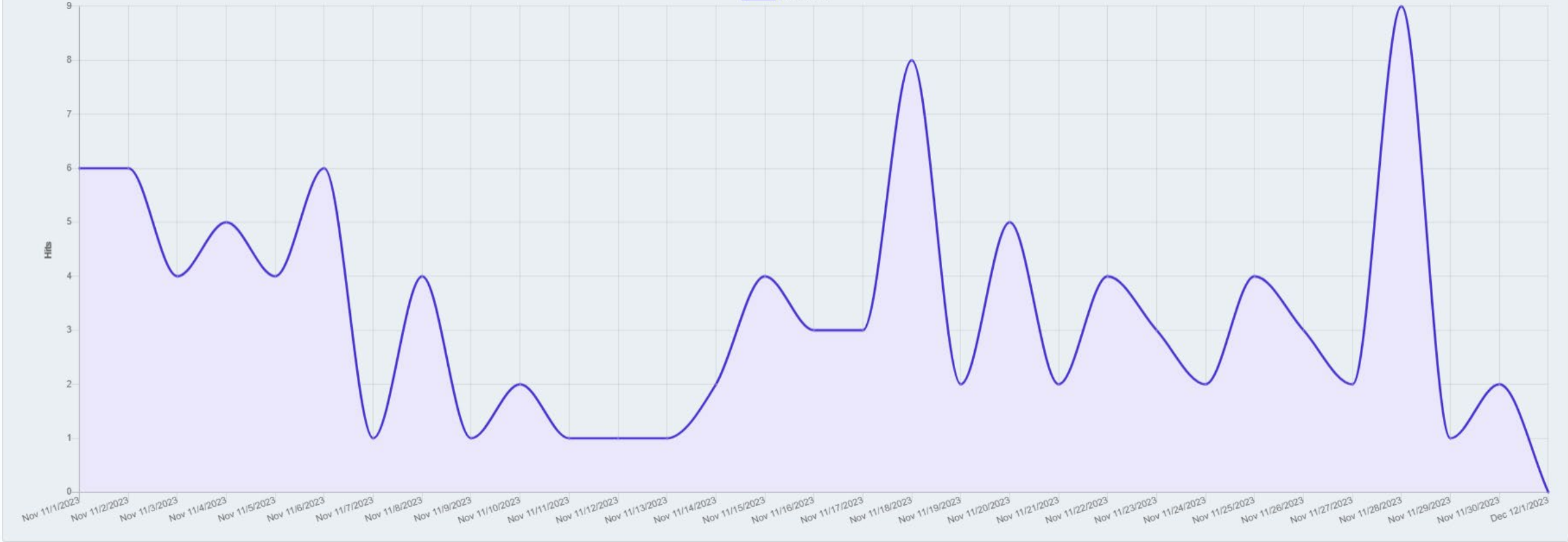
DOWNLOAD CSV

Total Hits: 101

Topics (15)

Devices (34)

Hits By Day



Top 7 Categories

Hits Report

11/01/2023

To...

11/30/2023

Search

Select a date range up to 31 days

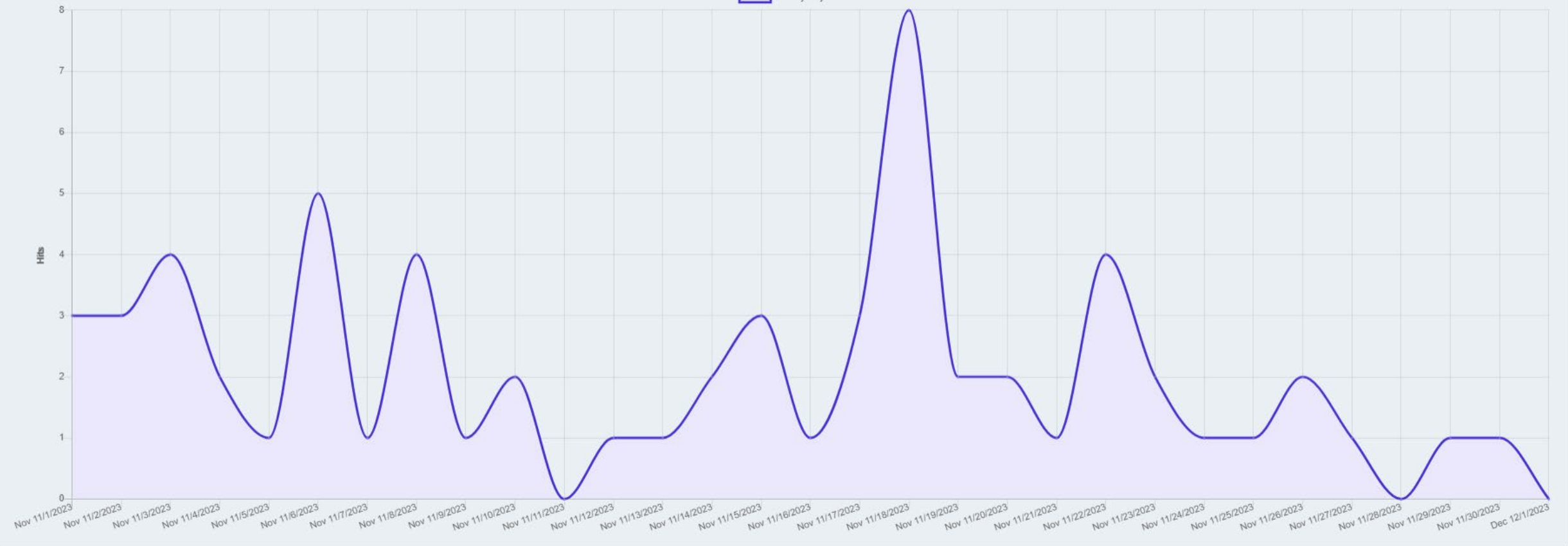
DOWNLOAD CSV

Total Hits: 63

Topics (7)

Devices (34)

Hits By Day



Sex Offenders

Hits Report

11/01/2023 To... 11/30/2023

Search

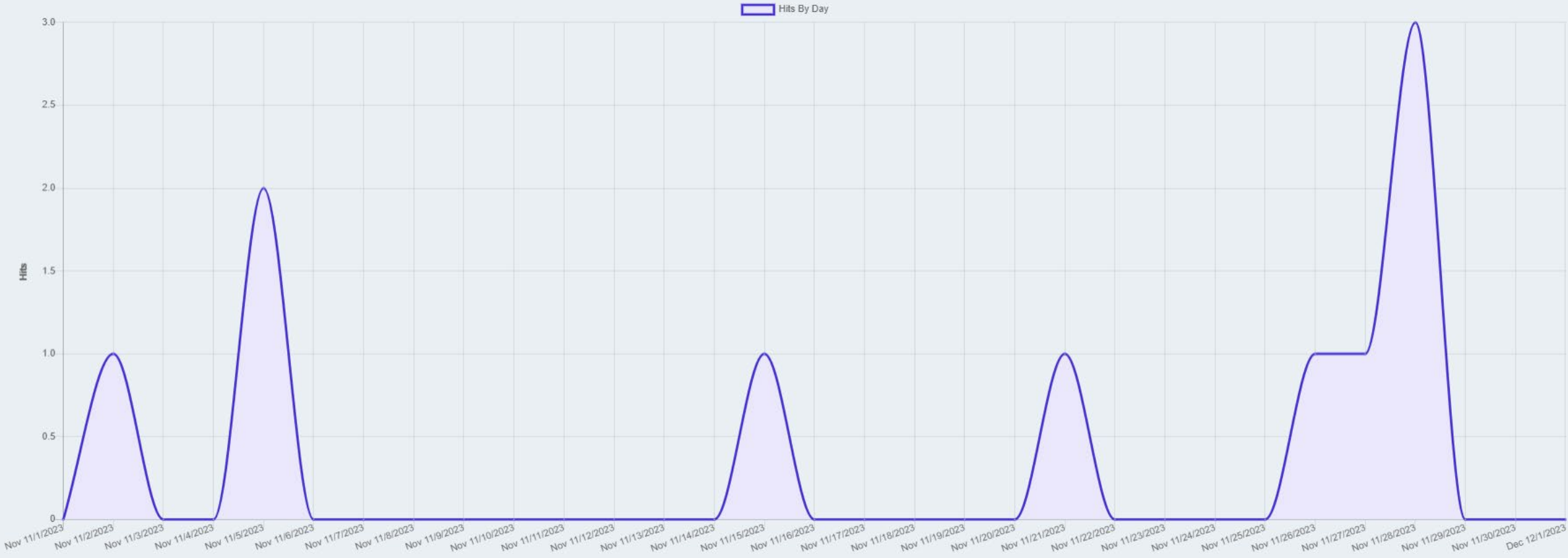
Select a date range up to 31 days

DOWNLOAD CSV

Total Hits: 10

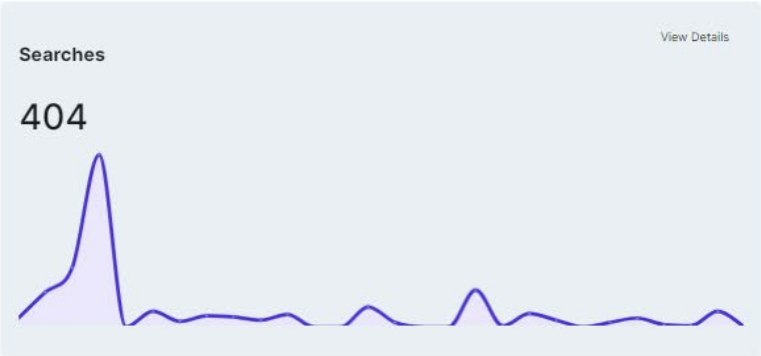
Topics (1)

Devices (34)



Summary Report

Insights Dashboard



Device Sharing

Shared with
Lewisville TX PD,
Sansom Park TX PD,
and 318 others

Access Levels
Search
Hotlist Tool Access

Device Status

34 / 34 ?
Devices Online

◀ Previous Device

Device Name	Battery	Latency
#01 Inbound, Riverview Way, EB	99%	14.21 s

Next Device ▶

#1 Gessner S/B at Frostwood

#2 Memorial E/B at Gessner

#3 NO ALPR - Future Location

#4 Memorial N/B at Briar Forrest

#5 Bunker Hill S/B at Taylorcrest

#6 Taylorcrest W/B at Flintdale

#7 Memorial E/B at Briar Forrest

#8 2200 S. Piney Point N/B

#9 N. Piney Point N/B at Memorial

#10 Memorial E/B at San Felipe

#11 Greenbay E/B Piney Point

#12 Piney Point S/B at Gaylord

#13 Gessner N/B at Bayou

#14 Beinhorn W/B at Pipher

#15 Hunters Creek Drive S/B at I-10

#16 Memorial W/B at Creekside

#17 Memorial W/B at Voss

#18 Memorial E/B at Voss

#19 S/B Voss at Old Voss Ln 1

#20 S/B Voss at Old Voss Ln 2

#21 N/B Voss at Magnolia Bend Ln 1

#22 N/B Voss at Magnolia Bend Ln 2

#23 W/B San Felipe at Buffalo Bayou

#24 N/B Blalock at Memorial

#25 N/B Bunker Hill at Memorial

#26 S/B Hedwig at Beinhorn

#27 Mobile Unit #181

#28 Mobile Speed Trailer/Station

#29 Riverbend Main Entrance

#30 Beinhorn E/B at Voss

#31 Memorial E/B at Tealwood (new)

#32 Greenbay W/B at Memorial

#33 Strey N/B at Memorial

Private Systems monitored by MVPD

US COINS - I-10 Frontage Road

Memorial Manor NA Lindenwood/Memorial

Greyton Lane NA

Calico NA

Windemere NA

Mott Lane

Kensington NA

Stillforest NA

Farnham Park

Riverbend NA

Pinewood NA

Hampton Court

Bridlewood West NA

N Kuhlman NA

Longwoods NA

Memorial City Mall - 22



Yellow = Bunker Hill

Green = Piney Point

Red = Hunters Creek

Blue = MVPD Mobile

Purple = Privately Owned Systems

Hits/Reads By Camera

1	2/226,093	17	4/77,671
2	1/153,446	18	0/99,641
3	See #31	19	3/141,850
4	3/165,306	20	3/172,924
5	0/77,862	21	6/313,852
6	1/59,456	22	6/344,287
7	7/139,044	23	5/256,231
8	2/192,407	24	0/124,264
9	0/80,340	25	0/28,781
10	0/78,739	26	0/46,903
11	0/32,599	27	0/42,080642
12	1/172,770	28	0/28,809
13	7/242,316	29	0/5,215
14	0/89,361	30	1/11,975
15	0/6,666	31	1/115,482
16	2/55,456	32	0/43,816
		33	3/13,872
		34	2/4,695

Total Reads – 4,175,989

Unique Reads – 555,624

Hits- 101

7 Top Hit 60

- Hotlist - 2
- Stolen Vehicle
- Stolen Plate
- Gang Member
- Missing
- Amber
- Priority Restraining Order

Recoveries - 1

November 2023

TO: Members of the City Council

FROM: R. Pennington, City Administrator

VIA: H. Miller, Interim Fire Chief

MEETING DATE: December 18, 2023

SUBJECT: Discuss and take possible action on the Village Fire Department Monthly Report.

Agenda Item: 2

This agenda item is for VFD monthly reporting to hear and discuss the activity of the Department, including details on call volume and other public safety-related incidents.

Attachments:

November 2023 Summary

Village Fire Department
2023 Strategic Plan Performance 4th Quarter Report- 12-2023

2023 BUDGET		Quarter Budget	October	November	December	Qtr Total
Quarterly Budget		\$ 2,318,031.25	\$ 797,799.97			\$ 797,799.97
Total % of Quarterly Budget Spent		25.0%	27.5%			34.4%
Personnel Expenditure		\$ 1,948,879.00	\$ 636,389.69			\$ 636,389.69
	Personnel %	25.0%	32.65%			32.65%
Overtime Expenditure		\$ 126,000.00	\$ 38,752.79			\$ 38,752.79
	Overtime %	25.0%	30.76%			30.76%
Capital Expenditure		\$ 120,500.00	\$ 25,695.17			\$ 25,695.17
	Capital %	25.0%	21.32%			21.32%
Operational Expenditure		\$ 248,652.25	\$ 81,756.09			\$ 81,756.09
	Operational %		32.9%			32.88%
EMERGENCY OPERATIONS			October	November	December	Qtr Total
Incidents			139	133		272
Apparatuses Responses			348	341		689
Avg. Emerg Resp. Time			4:23	4:33		8:56:00
Avg. Emerg. Fire Resp. Time (Nat'l Std 6:50)			4:40	5:06		9:46:00
Avg. Emerg. EMS Resp. Time (Nat'l Std 6:30)			4:06	4:05		8:11:00
EMS REVENUE						
EMS Revenue Beginning Bank Balance			\$ 26,220.93	\$ 22,358.11	\$ -	
EMS Bank Deposits			\$ 22,358.11	\$ 25,100.86	\$ -	
Disbursements			\$ (26,220.93)	\$ (1,147.17)		\$ (27,368.10)
Total Revenue Received per month			\$ 22,358.11	\$ 46,311.80	\$ -	\$ 68,669.91
FIRE MARSHAL						
General Plans Reviewed			6	0	0	6
Sprinkler Systems Reviewed			9	6	0	15
Fire Prevention Permits			2	4	0	6
Total Inspection Activities This Month			38	29	0	67
Fires Investigated			1	2	0	3
Community Education Events			22	7	0	29
Total # of Houses	6708					
Houses w/Sprinklers			2366	2373		
Houses w/ Sprinkler Systems %			35.27%	35.38%	0.00%	35.27%

TO: City Council

FROM: R. Pennington, City Administrator

MEETING DATE: December 18, 2023

SUBJECT: Consideration and possible action on the schedule of Observed Holidays for 2024.

Agenda Item: 3

Informational Summary

The schedule of city holidays is largely influenced by the schedule of Federal holidays and is approved annually by the Council. Observed Holidays are generally defined to occur on a day that is within the employee's work week. When a holiday occurs on Saturday or Sunday, that holiday is shifted to either Friday or Monday for work purposes. Full-time employees received the benefit of paid time off on an observed holiday.

Recommendation

Staff recommends approval of the 2024 schedule of observed holidays, as presented.

Holiday Exhibit -2024

S	M	T	W	T	F	S	
JAN							
	1/1/2024	1/2/2024	1/3/2024	1/4/2024	1/5/2024	1/6/2024	1/1 New Years
1/7/2024	1/8/2024	1/9/2024	1/10/2024	1/11/2024	1/12/2024	1/13/2024	
1/14/2024	1/15/2024	1/16/2024	1/17/2024	1/18/2024	1/19/2024	1/20/2024	1/15 MLK
1/21/2024	1/22/2024	1/23/2024	1/24/2024	1/25/2024	1/26/2024	1/27/2024	
1/28/2024	1/29/2024	1/30/2024	1/31/2024				
FEB							
				2/1/2024	2/2/2024	2/3/2024	
2/4/2024	2/5/2024	2/6/2024	2/7/2024	2/8/2024	2/9/2024	2/10/2024	
2/11/2024	2/12/2024	2/13/2024	2/14/2024	2/15/2024	2/16/2024	2/17/2024	2/14 Valentine's
2/18/2024	2/19/2024	2/20/2024	2/21/2024	2/22/2024	2/23/2024	2/24/2024	2/19 President's
2/25/2024	2/26/2024	2/27/2024	2/28/2024	2/29/2024			
MAR							
					3/1/2024	3/2/2024	
3/3/2024	3/4/2024	3/5/2024	3/6/2024	3/7/2024	3/8/2024	3/9/2024	
3/10/2024	3/11/2024	3/12/2024	3/13/2024	3/14/2024	3/15/2024	3/16/2024	3/11 Ramadan; 3/11 - 3/15 SBISD Spring Break
3/17/2024	3/18/2024	3/19/2024	3/20/2024	3/21/2024	3/22/2024	3/23/2024	3/17 St. Patrick's
3/24/2024	3/25/2024	3/26/2024	3/27/2024	3/28/2024	3/29/2024	3/30/2024	3/29 Good Friday
3/31/2024							3/31 Easter
APR							
	4/1/2024	4/2/2024	4/3/2024	4/4/2024	4/5/2024	4/6/2024	
4/7/2024	4/8/2024	4/9/2024	4/10/2024	4/11/2024	4/12/2024	4/13/2024	
4/14/2024	4/15/2024	4/16/2024	4/17/2024	4/18/2024	4/19/2024	4/20/2024	
4/21/2024	4/22/2024	4/23/2024	4/24/2024	4/25/2024	4/26/2024	4/27/2024	4/22 Passover (sundown)
4/28/2024	4/29/2024	4/30/2024					
MAY							
			5/1/2024	5/2/2024	5/3/2024	5/4/2024	5/4 is Election Day
5/5/2024	5/6/2024	5/7/2024	5/8/2024	5/9/2024	5/10/2024	5/11/2024	
5/12/2024	5/13/2024	5/14/2024	5/15/2024	5/16/2024	5/17/2024	5/18/2024	
5/19/2024	5/20/2024	5/21/2024	5/22/2024	5/23/2024	5/24/2024	5/25/2024	
5/26/2024	5/27/2024	5/28/2024	5/29/2024	5/30/2024	5/31/2024		5/27 Memorial Day; 5/30 SBISD Last Day
JUN							
						6/1/2024	
6/2/2024	6/3/2024	6/4/2024	6/5/2024	6/6/2024	6/7/2024	6/8/2024	
6/9/2024	6/10/2024	6/11/2024	6/12/2024	6/13/2024	6/14/2024	6/15/2024	
6/16/2024	6/17/2024	6/18/2024	6/19/2024	6/20/2024	6/21/2024	6/22/2024	6/19 Juneteenth
6/23/2024	6/24/2024	6/25/2024	6/26/2024	6/27/2024	6/28/2024	6/29/2024	
6/30/2024							
JUL							
	7/1/2024	7/2/2024	7/3/2024	7/4/2024	7/5/2024	7/6/2024	7/4 Independence Day
7/7/2024	7/8/2024	7/9/2024	7/10/2024	7/11/2024	7/12/2024	7/13/2024	
7/14/2024	7/15/2024	7/16/2024	7/17/2024	7/18/2024	7/19/2024	7/20/2024	
7/21/2024	7/22/2024	7/23/2024	7/24/2024	7/25/2024	7/26/2024	7/27/2024	
7/28/2024	7/29/2024	7/30/2024	7/31/2024				
AUG							
				8/1/2024	8/2/2024	8/3/2024	
8/4/2024	8/5/2024	8/6/2024	8/7/2024	8/8/2024	8/9/2024	8/10/2024	
8/11/2024	8/12/2024	8/13/2024	8/14/2024	8/15/2024	8/16/2024	8/17/2024	8/15 SBISD First Day
8/18/2024	8/19/2024	8/20/2024	8/21/2024	8/22/2024	8/23/2024	8/24/2024	
8/25/2024	8/26/2024	8/27/2024	8/28/2024	8/29/2024	8/30/2024	8/31/2024	
SEP							
9/1/2024	9/2/2024	9/3/2024	9/4/2024	9/5/2024	9/6/2024	9/7/2024	9/2 Labor Day
9/8/2024	9/9/2024	9/10/2024	9/11/2024	9/12/2024	9/13/2024	9/14/2024	
9/15/2024	9/16/2024	9/17/2024	9/18/2024	9/19/2024	9/20/2024	9/21/2024	
9/22/2024	9/23/2024	9/24/2024	9/25/2024	9/26/2024	9/27/2024	9/28/2024	
9/29/2024	9/30/2024						
OCT							
		10/1/2024	10/2/2024	10/3/2024	10/4/2024	10/5/2024	10/3 Rosh Hashanah
10/6/2024	10/7/2024	10/8/2024	10/9/2024	10/10/2024	10/11/2024	10/12/2024	10/11 Yom Kippur
10/13/2024	10/14/2024	10/15/2024	10/16/2024	10/17/2024	10/18/2024	10/19/2024	
10/20/2024	10/21/2024	10/22/2024	10/23/2024	10/24/2024	10/25/2024	10/26/2024	
10/27/2024	10/28/2024	10/29/2024	10/30/2024	10/31/2024			
NOV							
					11/1/2024	11/2/2024	
11/3/2024	11/4/2024	11/5/2024	11/6/2024	11/7/2024	11/8/2024	11/9/2024	
11/10/2024	11/11/2024	11/12/2024	11/13/2024	11/14/2024	11/15/2024	11/16/2024	
11/17/2024	11/18/2024	11/19/2024	11/20/2024	11/21/2024	11/22/2024	11/23/2024	
11/24/2024	11/25/2024	11/26/2024	11/27/2024	11/28/2024	11/29/2024	11/30/2024	Thanksgiving; 11/25-29 SBISD no class.
DEC							
12/1/2024	12/2/2024	12/3/2024	12/4/2024	12/5/2024	12/6/2024	12/7/2024	
12/8/2024	12/9/2024	12/10/2024	12/11/2024	12/12/2024	12/13/2024	12/14/2024	
12/15/2024	12/16/2024	12/17/2024	12/18/2024	12/19/2024	12/20/2024	12/21/2024	
12/22/2024	12/23/2024	12/24/2024	12/25/2024	12/26/2024	12/27/2024	12/28/2024	12/24-25 Christmas Holiday; 12/25 Hanukkah
12/29/2024	12/30/2024	12/31/2024	1/1/2025	1/2/2025	1/3/2025	1/4/2025	



City of Piney Point Village

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

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

Holidays for 2024

2024 Holidays

New Year's Day, January 1, 2024 (Monday)
President's Day, February 19, 2024 (Monday)
Good Friday, March 29, 2024 (Friday)
Memorial Day, May 27, 2024 (Monday)
Independence Day, July 4, 2024 (Thursday)
Labor Day, September 2, 2024 (Monday)
Thanksgiving, November 28, 2024 (Thursday)
Day After Thanksgiving, November 29, 2024 (Friday)
Christmas Eve, December 24, 2024 (Tuesday)
Christmas Day, December 25, 2024 (Wednesday)

Observed

January 1, 2024 (Monday)
February 19, 2024 (Monday)
March 29, 2024 (Friday)
May 27, 2024 (Monday)
July 4, 2024 (Thursday)
September 2, 2024 (Monday)
November 28, 2024 (Thursday)
November 29, 2024 (Friday)
December 24, 2024 (Tuesday)
December 25, 2024 (Wednesday)

TO: The Honorable Mayor and Members of the City Council

FROM: Bobby Pennington, City Administrator

MEETING DATE: December 18, 2023

SUBJECT: Consideration and possible action on an Ordinance that establishes the schedule for City Council Regular Meetings in 2024.

Agenda Item: 4

Informational Summary

This draft ordinance proposes regular council meeting dates, adjusted to avoid conflicts with national and religious holidays. There were a few practical adjustments to the schedule to ensure conflicts did not exist. This includes changes to April for Passover, May for Memorial Day, and November and December due to the Holidays.

Recommendation

The staff suggests approving the presented Ordinance, which designates the City Council Regular Meetings for 2024.

Calander Exhibit -2024

S	M	T	W	T	F	S	
JAN							
	1/1/2024	1/2/2024	1/3/2024	1/4/2024	1/5/2024	1/6/2024	1/1 New Years
1/7/2024	1/8/2024	1/9/2024	1/10/2024	1/11/2024	1/12/2024	1/13/2024	
1/14/2024	1/15/2024	1/16/2024	1/17/2024	1/18/2024	1/19/2024	1/20/2024	1/15 MLK
1/21/2024	1/22/2024	1/23/2024	1/24/2024	1/25/2024	1/26/2024	1/27/2024	
1/28/2024	1/29/2024	1/30/2024	1/31/2024				
FEB							
				2/1/2024	2/2/2024	2/3/2024	
2/4/2024	2/5/2024	2/6/2024	2/7/2024	2/8/2024	2/9/2024	2/10/2024	
2/11/2024	2/12/2024	2/13/2024	2/14/2024	2/15/2024	2/16/2024	2/17/2024	2/14 Valentine's
2/18/2024	2/19/2024	2/20/2024	2/21/2024	2/22/2024	2/23/2024	2/24/2024	2/19 President's
2/25/2024	2/26/2024	2/27/2024	2/28/2024	2/29/2024			
MAR							
					3/1/2024	3/2/2024	
3/3/2024	3/4/2024	3/5/2024	3/6/2024	3/7/2024	3/8/2024	3/9/2024	
3/10/2024	3/11/2024	3/12/2024	3/13/2024	3/14/2024	3/15/2024	3/16/2024	3/11 Ramadan; 3/11 - 3/15 SBISD Spring Break
3/17/2024	3/18/2024	3/19/2024	3/20/2024	3/21/2024	3/22/2024	3/23/2024	3/17 St. Patrick's
3/24/2024	3/25/2024	3/26/2024	3/27/2024	3/28/2024	3/29/2024	3/30/2024	3/29 Good Friday
3/31/2024							3/31 Easter
APR							
	4/1/2024	4/2/2024	4/3/2024	4/4/2024	4/5/2024	4/6/2024	
4/7/2024	4/8/2024	4/9/2024	4/10/2024	4/11/2024	4/12/2024	4/13/2024	
4/14/2024	4/15/2024	4/16/2024	4/17/2024	4/18/2024	4/19/2024	4/20/2024	
4/21/2024	4/22/2024	4/23/2024	4/24/2024	4/25/2024	4/26/2024	4/27/2024	4/22 Passover (sundown)
4/28/2024	4/29/2024	4/30/2024					
MAY							
			5/1/2024	5/2/2024	5/3/2024	5/4/2024	5/4 is Election Day
5/5/2024	5/6/2024	5/7/2024	5/8/2024	5/9/2024	5/10/2024	5/11/2024	
5/12/2024	5/13/2024	5/14/2024	5/15/2024	5/16/2024	5/17/2024	5/18/2024	
5/19/2024	5/20/2024	5/21/2024	5/22/2024	5/23/2024	5/24/2024	5/25/2024	
5/26/2024	5/27/2024	5/28/2024	5/29/2024	5/30/2024	5/31/2024		5/27 Memorial Day; 5/30 SBISD Last Day
JUN							
						6/1/2024	
6/2/2024	6/3/2024	6/4/2024	6/5/2024	6/6/2024	6/7/2024	6/8/2024	
6/9/2024	6/10/2024	6/11/2024	6/12/2024	6/13/2024	6/14/2024	6/15/2024	
6/16/2024	6/17/2024	6/18/2024	6/19/2024	6/20/2024	6/21/2024	6/22/2024	6/19 Juneteenth
6/23/2024	6/24/2024	6/25/2024	6/26/2024	6/27/2024	6/28/2024	6/29/2024	
6/30/2024							
JUL							
	7/1/2024	7/2/2024	7/3/2024	7/4/2024	7/5/2024	7/6/2024	7/4 Independence Day
7/7/2024	7/8/2024	7/9/2024	7/10/2024	7/11/2024	7/12/2024	7/13/2024	
7/14/2024	7/15/2024	7/16/2024	7/17/2024	7/18/2024	7/19/2024	7/20/2024	
7/21/2024	7/22/2024	7/23/2024	7/24/2024	7/25/2024	7/26/2024	7/27/2024	
7/28/2024	7/29/2024	7/30/2024	7/31/2024				
AUG							
				8/1/2024	8/2/2024	8/3/2024	
8/4/2024	8/5/2024	8/6/2024	8/7/2024	8/8/2024	8/9/2024	8/10/2024	
8/11/2024	8/12/2024	8/13/2024	8/14/2024	8/15/2024	8/16/2024	8/17/2024	8/15 SBISD First Day
8/18/2024	8/19/2024	8/20/2024	8/21/2024	8/22/2024	8/23/2024	8/24/2024	
8/25/2024	8/26/2024	8/27/2024	8/28/2024	8/29/2024	8/30/2024	8/31/2024	
SEP							
9/1/2024	9/2/2024	9/3/2024	9/4/2024	9/5/2024	9/6/2024	9/7/2024	9/2 Labor Day
9/8/2024	9/9/2024	9/10/2024	9/11/2024	9/12/2024	9/13/2024	9/14/2024	
9/15/2024	9/16/2024	9/17/2024	9/18/2024	9/19/2024	9/20/2024	9/21/2024	
9/22/2024	9/23/2024	9/24/2024	9/25/2024	9/26/2024	9/27/2024	9/28/2024	
9/29/2024	9/30/2024						
OCT							
		10/1/2024	10/2/2024	10/3/2024	10/4/2024	10/5/2024	10/3 Rosh Hashanah
10/6/2024	10/7/2024	10/8/2024	10/9/2024	10/10/2024	10/11/2024	10/12/2024	10/11 Yom Kippur
10/13/2024	10/14/2024	10/15/2024	10/16/2024	10/17/2024	10/18/2024	10/19/2024	
10/20/2024	10/21/2024	10/22/2024	10/23/2024	10/24/2024	10/25/2024	10/26/2024	
10/27/2024	10/28/2024	10/29/2024	10/30/2024	10/31/2024			
NOV							
					11/1/2024	11/2/2024	
11/3/2024	11/4/2024	11/5/2024	11/6/2024	11/7/2024	11/8/2024	11/9/2024	
11/10/2024	11/11/2024	11/12/2024	11/13/2024	11/14/2024	11/15/2024	11/16/2024	
11/17/2024	11/18/2024	11/19/2024	11/20/2024	11/21/2024	11/22/2024	11/23/2024	
11/24/2024	11/25/2024	11/26/2024	11/27/2024	11/28/2024	11/29/2024	11/30/2024	Thanksgiving; 11/25-29 SBISD no class.
DEC							
12/1/2024	12/2/2024	12/3/2024	12/4/2024	12/5/2024	12/6/2024	12/7/2024	
12/8/2024	12/9/2024	12/10/2024	12/11/2024	12/12/2024	12/13/2024	12/14/2024	
12/15/2024	12/16/2024	12/17/2024	12/18/2024	12/19/2024	12/20/2024	12/21/2024	
12/22/2024	12/23/2024	12/24/2024	12/25/2024	12/26/2024	12/27/2024	12/28/2024	12/24-25 Christmas Holiday; 12/25 Hanukkah
12/29/2024	12/30/2024	12/31/2024	1/1/2025	1/2/2025	1/3/2025	1/4/2025	

ORDINANCE NO 2023.12

AN ORDINANCE OF THE CITY OF PINEY POINT VILLAGE, TEXAS,
ESTABLISHING REGULAR CITY COUNCIL MEETING DATES; REPEALING
ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN
CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY

* * * * *

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

Section 1. The City Council of the City of Piney Point Village, Texas, hereby adopts the following
dates as the regular City Council meeting schedule for the 2022 calendar year:

Regular City Council Meeting Dates

- Monday, January 22, 2024
- Monday, February 26, 2024
- Monday, March 25, 2024
- Monday, April 15, 2024
- Tuesday, May 28, 2024
- Monday, June 24, 2024
- Monday, July 22, 2024
- Monday, August 26, 2024
- Monday, September 23, 2024
- Monday, October 28, 2024
- Monday, September 23, 2024
- Monday, October 28, 2024
- Monday, November 18, 2024
- Monday, December 16, 2024

Section 2. All ordinances and parts of ordinance in conflict herewith are, to the extent of such
conflict, hereby repealed.

Section 3. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the
application of the same to any person or circumstance shall for any reason be adjudged invalid or held
unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance
as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and
the City Council of the City of Piney Point Village,

Texas declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED on first and final reading this 19th day of December 2023.

Mark Kobelan
Mayor

ATTEST:

Robert Pennington
City Administrator / Secretary

TO: Mayor and City Council

FROM: R. Pennington, City Administrator

MEETING DATE: December 18, 2023

SUBJECT: Consideration and possible action on a Resolution of Order to establish a joint election with Spring Branch Independent School District for the General Municipal Election on May 4, 2024.

Agenda Item: 5

Summary

The state election law states that the first Saturday in May is the uniform election date for municipalities, which means the next election will be held on May 4, 2024. As per the Election Code of the State of Texas, the City Council is obligated to "Order" the upcoming General Municipal Election.

To comply with the election laws of Texas, a draft resolution is being considered to call a General Municipal Election on May 4, 2024, and establish a joint election with Spring Branch Independent School District. The election will be conducted in accordance with Chapter 271 of the Texas Election Code and Section 11.0581 of the Texas Education Code. Piney Point Village and SBISD have agreed to hold a joint election, and voting will take place at a common polling place at Spring Branch Middle School on election day. It is important to note that an Interlocal Cooperation Agreement for Joint Elections between Spring Branch Independent School District and the City of Piney Point Village was approved by the Council in November.

Recommendation

The staff recommends a Resolution of Order, as presented, calling to establish a joint election with Spring Branch Independent School District for the General Municipal Election on May 4, 2024.

Attachments:

- Uniform Election Dates
- Draft Resolution

Saturday, May 4, 2024 – Uniform Election Date (Limited)

First Day to Apply for Ballot by Mail	Monday, January 1, 2024
First Day to File for a Place on the General Election Ballot	Wednesday, January 17, 2024
Last Day to File for a Place on the General Election Ballot	Friday, February 16, 2024 at 5:00 p.m.
Last Day to File a Declaration of Write-in Candidacy	Tuesday, February 20, 2024 at 5:00 p.m.
Last Day to Register to Vote	Thursday, April 4, 2024
First Day of Early Voting by Personal Appearance	Monday, April 22, 2024
Last Day to Apply for Ballot by Mail (Received, not Postmarked)	Tuesday, April 23, 2024
Last Day of Early Voting by Personal Appearance	Tuesday, April 30, 2024
Election Day	Saturday, May 4, 2024
Last day to Receive Ballot by Mail	Saturday, May 4, 2024

RESOLUTION No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PNEY POINT VILLAGE, TEXAS, AUTHORIZING AND CALLING FOR A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 4, 2024, FOR THE PURPOSE OF ELECTING THE MAYOR AND TWO ALDERMEN; ESTABLISHING A JOINT ELECTION AGREEMENT WITH SPRING BRANCH INDEPENDENT SCHOOL DISTRICT; PROVIDING FOR THE USE OF DIRECT RECORDING VOTING DEVICES; PROVIDING FOR EARLY VOTING HOURS AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PNEY POINT VILLAGE, TEXAS.

Section 1. That a general regular municipal election is hereby ordered to be held on May 4, 2024, for the purpose of electing a Mayor and two Aldermen, for Position 3, and Position 4, by the qualified voters of the City of Piney Point Village, Texas.

Section 2. The City of Piney Point Village has entered into a joint election agreement with the Spring Branch Independent School District.

Section 3. The Office of the City Secretary shall perform all duties customarily performed by the County Clerk in general elections with respect to early voting, giving notice of the election, and preparing the official ballots.

Section 4. The early voting polling place shall be held at Piney Point Village City Hall located at 7676 Woodway, Suite 300, Houston, Texas 77063; early voting shall take place beginning April 22, 2024, and ending April 26, 2024, between the hours of 8:00 a.m. to 4:00 p.m. and on April 29, 2024, and April 29, 2024, from 7:00 a.m. to 7:00 p.m.

Section 5. Applications for ballots for voting by mail may be submitted to the City Secretary by mail or common or contract carrier at City of Piney Point Village, 7676 Woodway Drive, Suite 300, Houston, Texas 77063, by telephonic facsimile machine at (832) 952-1157, or by electronic transmission of a scanned application containing an original signature to the following email address: citysec@pineypt.org. Applications for ballots by mail must be received no later than April 23, 2024, by 5:00 p.m.

Section 6. The May 4, 2024, election day polling place shall be held at Spring Branch Middle School at 1000 North Piney Point Road, Houston, Texas 77024, from 7:00 a.m. to 7:00 p.m.

Section 7. The official Election Judge, Alternate Judge, and election clerks shall be appointed by and paid by the Spring Branch Independent School District.

Section 8. Direct recording electronic voting machines shall be used for voting at the foregoing election polling place, and electronic counting devices and equipment shall be used for counting the ballots at said election.

Section 9. An Early Voting Ballot Board is hereby designated to canvass the early votes cast by mail and by personal appearance. Spring Branch Independent School District shall appoint such members as provided in the Texas Election Code, Section 87.002(b).

Section 10. The Mayor is authorized to sign an Order of Election and a Notice of Election prescribed by the State of Texas on behalf of the City Council. Notice of Election shall be published in accordance with the provisions of the Texas Election Code.

Section 11. Should any part, section, subsection, paragraph, sentence, clause, or phrase contained in this resolution be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this resolution, but in all respect shall remain in full force and effect.

Section 12. This resolution shall be effective immediately upon adoption.

PASSED, APPROVED, AND RESOLVED this 18th day of December 2023.

City of Piney Point Village, Texas

Mark Kobelan, Mayor

ATTEST:

Robert Pennington, City Secretary

TO: Mayor and City Council

FROM: R. Pennington, City Administrator

MEETING DATE: December 18, 2023

SUBJECT: Consideration and possible action on renewing the Interlocal Agreement with Harris County to house, support, maintain, and confine or detain city prisoners in Harris County Jails.

Agenda Item: 6

Summary

This is an Interlocal Agreement between Harris County, acting by and through its Sheriff's Office, and the City of Piney Point Village pursuant to Chapter 791 of the Texas Government Code. Harris County Sheriff detains city prisoners, age 17 and above, arrested by MVPD officer for Municipal Court offenses. The detention services per diem rate under the current agreement is \$102.00, effective for one year unless terminated. As of now, we have yet to receive the rates that align with the present operational cost from Harris County. We will continue to follow up on this matter and provide updates as soon as we have received the necessary information.

Recommendation

Staff recommends that the mayor be authorized to sign an extension of the Interlocal Agreement with Harris County to allow for the housing, support, maintenance, and confinement or detention of city prisoners in Harris County Jails.

**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 Instanter 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 for one (1) year, 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 (30th) 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@pineypt.org or by mail to the City Administrator, located at 7676 Woodway Drive, Suite 300 Houston, Texas 77063.
- B) Each invoice shall be in a form acceptable to the City Administrator and at a minimum, include such detail as may be requested by the City Administrator 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 One Hundred Two and 00/100 Dollars (\$102.00) 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.

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) 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

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

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

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 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

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

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

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

SURVIVAL OF TERMS

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

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

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

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 Judge

By: _____
Mark Kobelan
Mayor

APPROVED AS TO FORM:

ACKNOWLEDGED BY:

Christian D. Menefee
Harris County Attorney

Robert Pennington
City Administrator / Secretary

By: _____
Philip Berzins
Assistant County Attorney
CA File No: 22GEN3338

ATTEST BY:

Ed Gonzalez
Sheriff
Harris County Sheriff's Office

TO: Mayor and City Council

FROM: R. Pennington, City Administrator

MEETING DATE: December 18, 2023

SUBJECT: Consideration and possible action on an ordinance regarding the city of Piney Point Village's Texas Municipal Retirement System benefits: (1) adopting non-retroactive repeating COLAs, for retirees and their beneficiaries under TMRS Act §853.404(f) and (f-1), and (2) authorizing annually accruing updated service credits and transfer updated service credits.

Agenda Item: 7

Summary:

The Texas Municipal Retirement System (TMRS) now allows certain retirees and beneficiaries to receive optional annuity increases as per H.B. 2464 passed by the 88th Legislature and signed into law.

If the governing body of a municipality passes a local ordinance to this effect, the updated service credits will also be credited each year using the same percentage of the base updated service credit specified in the law. This will be effective from January 1 of each year following the designated year until changed or discontinued according to the provisions of this section.

The increase will be calculated on two factors: the annual percentage change in the Consumer Price Index for All Urban Consumers, published by the Bureau of Labor Statistics; then multiplied at 30%, 50%, or 70%, as specified by the governing body in the ordinance.

The new COLA option calculates increases based only on one year of CPI changes, without retroactive adjustments.

The Council will decide whether the optional annuity increase will be effective from January 1 of 2024, 2025, or 2026.

Proposal:

- *Current COLA = 0% and USC = 0%*
- *Recommended COLA = 30% and USC = 50%*

The proposed ordinance would establish a 50% Updated Service Credit with Transfers and a 30% Non-Retroactive Cost of Living Adjustment Increase for Annuitants, both repeating annually,

effective January 1, 2024. By adopting this ordinance, the city will avoid the need to re-authorize the calculation of Updated Service Credit and Cost of Living Adjustment every year. These benefits will remain in effect for future years unless a City Council ordinance discontinues them. Additionally, with the adoption of these benefits, the city's contribution rate for 2024 will be 21.95%. It is required that the ordinance is adopted and signed before the effective date.

The current unfunded liability is reported at \$39K with a 96% funded ratio. As per the proposal, this amount is expected to increase to about \$324K, and the funded ratio is expected to drop to 74%. The liability will then be spread over ten years. TMRS determines the actuarial cost method, amortization periods, and contribution rates using a percentage of an individual's salary from the start of their employment until retirement. The goal is to distribute the cost evenly over the member's career as a consistent percentage of their payroll.

Funding for this benefit change is secured in the 2024 fiscal year budget.

Comparisons:

Adjusting USC and COLA will improve our competitiveness with our city's benefit offerings. Our high funded ratios support the adjustment, and our low employer contribution rate can accommodate it.

Please find below a summary of the retirement benefit plans offered by different organizations for FY2024:

- MVPD has approved increasing the USC to 100% and COLA to 50%. Additionally, a 457 contribution of 2.5% was approved in the past to offset the exemption from Social Security benefits.
- Bunker Hill has adjusted the COLA to 50%. Additionally, a 457 contribution of 2.0% was approved in the past to supplement the retirement benefit offerings.
- VFD has a similar TMRS plan design to PPV but includes retirement eligibility at 20 years and a 457 contribution of 2.0% to supplement the retirement benefit offerings.
- Hedwig's TMRS plan design is similar to PPV's but with a few differences. Their retirement eligibility is 20 years instead of 25 years, and they offer a 2 percent 457 contribution match. They also approved a 50% increase in the USC for FY2024.
- Hunters Creek's TMRS design includes 100% USC, and they are exploring adjustments to COLA as employee contribution rate and funded ratios improve. They also offer a 2% 457 contribution match.

Recommendation:

The city can make changes to its retirement benefits in order to attract and retain talented employees. Recently, nearby municipalities and entities have made improvements. Additionally, the Texas Legislature has approved favorable changes to the retirement plan structure that cities can opt-in for a limited time. Implementing this recommendation will have a positive impact on the organization and its employees' long-term benefits.

Retirement Programs - Quick Comparison

Data has been collated from all of the sources at our disposal and compiled for analysis.

	Jersey Village	West Univ. Place	Bellaire	Spring Valley	MVPPD	VFD	Bunker Hill	Hedwig	Hunters Creek	Piney Point
Current Plan Information										
Retirement Eligibility (yrs.)	25	20	20	25	20	20	20	20	25	25
Employee Contribution Rates	7%	7%	7%	7%	7%	7%	7%	7%	7%	7%
Employer Contribution Rates	14.70%	12.24%	22.12%	6.17%	11.15%	6.11%	10.97%	7.93%	21.11%	8.27%
Funded Ratios	85.80%	90.30%	84.90%	98.2%	85.40%	98.90%	97.70%	94.20%	72.80%	96.00%
USC	100.0%	100.0%	100.0%	0.0%	0.0%	0.0%	100.0%	0.0%	100.0%	0.0%
COLA	70.0%	0.0%	70.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Social Security	Y	Y	N	N	N	Y	Y	Y	Y	Y
Other Benefit Plans	O	O	O	Y-2%	Y-2.5%	Y-2%	Y-2%	Y-2%	Y-2%	N
FY2024 Plans/PPV Proposal										
USC	100.0%	100.0%	100.0%	0.0%	100.0%	0.0%	100.0%	50.0%	100.0%	50.0%
COLA	70.0%	0.0%	70.0%	0.0%	50.0%	0.0%	50.0%	0.0%	0.0%	30.0%

Adjusting USC and COLA will improve our competitiveness with our city's benefit offerings. Our high funded ratios support the adjustment, and our low employer contribution rate can accommodate it.

1. MVPPD approved increasing the USC to 100% and COLA to 50% for FY2024. Additionally, a 457 contribution of 2.5% was approved in the past to offset the exemption from Social Security benefits.
2. Bunker Hill adjusted COLA to 50% for FY2024. Additionally, a 457 contribution of 2.0% was approved in the past to supplement the retirement benefit offerings.
3. VFD has a similar TMRS plan design to PPV but includes a 457 contribution of 2.0% to supplement the retirement benefit offerings.
4. Hedwig's TMRS plan design is similar to PPV's, but they have a 20-year retirement eligibility instead of 25, plus a 2 percent 457 contribution match. They also approved a 50% increase in the USC for FY2024.
5. Hunters Creek's TMRS design includes 100% USC, and they are exploring adjustments to COLA as employee contribution rate and funded ratios improve. They also offer a 2% 457 contribution match.



New Repeating COLA Option is Available for Cities

Effective May 27, 2023, the Texas Legislature amended the TMRS Act to provide participating cities with a new repeating COLA option.

Currently, a COLA must be calculated retroactively by looking back to the cumulative change in the Consumer Price Index (CPI) since each retiree's retirement date, commonly called the "catch-up." The retroactive calculation makes granting a COLA more expensive for cities that have never provided a COLA and for most cities that currently provide a COLA and are already "caught up."

The new non-retroactive repeating COLA option eliminates the retroactive calculation by only looking back to the change in the CPI for the one-year period that ends 12 months before the COLA's effective date (the "New COLA Option").

In almost every case, the New COLA Option will be slightly less expensive for a city than a repeating COLA calculated retroactively. While the impact of the New COLA Option on each retiree depends on many factors, no retiree's current monthly benefit will be reduced.

However, adopting any repeating COLA, with or without the retroactive calculation, is still expensive. Even without the retroactive expense, the city still must advance fund all COLAs for both current and future retirees.

A city does not have to adopt the New COLA Option. All current repeating or ad hoc COLA options with the retroactive calculation are still in place. Details about current COLA options can be found [here](#).

Following are key provisions and examples of the New COLA Option.

Key Provisions

- All repeating COLAs adopted using the non-retroactive option must be effective on January 1, 2024, 2025, or 2026. To adopt the New COLA Option, a city must pass an ordinance and provide it to TMRS by the December 31 preceding the January 1 effective date.
- Adopting the New COLA Option replaces any previous COLA and remains in effect until the city adopts any ordinance impacting COLAs.
- Because the New COLA Option is calculated based on the CPI during the year that ends 12 months before the COLA's effective date, each retiree will receive the same percentage increase to their monthly benefit. For example, if a city adopts a non-retroactive 50% repeating COLA effective January 1, 2024, each eligible retiree's benefit increase will be 3.23% (50% of 6.45% inflation during 2022).



- Cities can only use the New COLA Option to maintain or increase their COLA CPI percentage; they cannot decrease it.

If a city does not provide a repeating COLA

Cities that do not provide a repeating COLA as of January 1, 2023, can pass an ordinance to adopt a non-retroactive repeating COLA of 30%, 50%, or 70% of CPI.

The cost impact for cities that have never adopted a COLA will be modestly less under the New COLA Option as compared to the cost of the retroactive repeating COLA options of the same CPI percentage. The cost impact for cities that have previously adopted any COLA, will vary depending upon the city's COLA history.

If a city provides a repeating COLA

Cities that have a 30% or 50% retroactive repeating COLA as of January 1, 2023, can pass a new ordinance to maintain or increase the COLA percentage with the non-retroactive calculation. Whether the COLA cost for a city would decrease or increase depends on the city's COLA history.

Cities that have a 70% retroactive repeating COLA as of January 1, 2023, can pass a new ordinance to maintain the 70% COLA with the non-retroactive calculation. The non-retroactive repeating 70% COLA will be slightly less expensive than the retroactive repeating 70% COLA.

Request a COLA cost analysis from TMRS

To request a COLA cost analysis, email cityservices@tmrs.com. TMRS' plan change tool that calculates the cost of COLAs will be available in July.



Comparison of Alternate Benefit Design(s)

FOR CITIES

2024 Rates • Piney Point Village (01001)

Report Date - June 21, 2023

Plan Provisions	Current	Option 1	Option 2	Option 3
Deposit Rate	7.00%	7.00%	7.00%	7.00%
Matching Ratio	2 to 1	2 to 1	2 to 1	2 to 1
Updated Service Credit	0%	50% (Repeating)	50% (Repeating)	50% (Repeating)
Transfer USC *	No	Yes	Yes	Yes
COLA	0%	30% (Repeating)	50% (Repeating)	70% (Repeating)
Retroactive COLA	No	Yes	Yes	Yes
20 Year/Any Age Retirement	No	No	No	No
Vesting	5 years	5 years	5 years	5 years
Supplemental Death Benefit	A & R	A & R	A & R	A & R
Contribution Rates	2024	2024	2024	2024
Normal Cost Rate	7.34%	14.70%	15.67%	16.66%
Prior Service Rate	<u>0.93%</u>	<u>7.88%</u>	<u>9.63%</u>	<u>11.45%</u>
Retirement Rate	8.27%	22.58%	25.30%	28.11%
Supplemental Death Rate	<u>0.36%</u>	<u>0.36%</u>	<u>0.36%</u>	<u>0.36%</u>
Total Contribution Rate	8.63%	22.94%	25.66%	28.47%
Unfunded Actuarial Liability	\$38,586	\$360,588	\$441,594	\$525,740
Amortization Period	10 years	10 years	10 years	10 years
Funded Ratio	96.0%	71.7%	67.5%	63.5%

* As of the December 31, 2022 valuation date, there were 2 employees with service in other TMRS cities eligible for transfer USC.



Comparison of Alternate Benefit Design(s)

FOR CITIES

2024 Rates • Piney Point Village (01001)

Report Date - June 21, 2023



Plan Provisions	Current	Option 4	Option 5	Option 6
Deposit Rate	7.00%	7.00%	7.00%	7.00%
Matching Ratio	2 to 1	2 to 1	2 to 1	2 to 1
Updated Service Credit	0%	50% (Repeating)	50% (Repeating)	50% (Repeating)
Transfer USC *	No	Yes	Yes	Yes
COLA	0%	30% (Repeating)	50% (Repeating)	70% (Repeating)
Retroactive COLA	No	No	No	No
20 Year/Any Age Retirement	No	No	No	No
Vesting	5 years	5 years	5 years	5 years
Supplemental Death Benefit	A & R	A & R	A & R	A & R
Contribution Rates	2024	2024	2024	2024
Normal Cost Rate	7.34%	14.49%	15.42%	16.43%
Prior Service Rate	<u>0.93%</u>	<u>7.10%</u>	<u>8.43%</u>	<u>9.87%</u>
Retirement Rate	8.27%	21.59%	23.85%	26.30%
Supplemental Death Rate	<u>0.36%</u>	<u>0.36%</u>	<u>0.36%</u>	<u>0.36%</u>
Total Contribution Rate	8.63%	21.95%	24.21%	26.66%
Unfunded Actuarial Liability	\$38,586	\$324,290	\$385,868	\$452,440
Amortization Period	10 years	10 years	10 years	10 years
Funded Ratio	96.0%	73.8%	70.4%	66.9%

* As of the December 31, 2022 valuation date, there were 2 employees with service in other TMRS cities eligible for transfer USC.



AN ORDINANCE REGARDING THE CITY OF PINEY POINT VILLAGE'S TEXAS MUNICIPAL RETIREMENT SYSTEM BENEFITS: (1) ADOPTING NON-RETROACTIVE REPEATING COLAS, FOR RETIREES AND THEIR BENEFICIARIES UNDER TMRS ACT §853.404(f) and (f-1), AND (2) AUTHORIZING ANNUALLY ACCRUING UPDATED SERVICE CREDITS AND TRANSFER UPDATED SERVICE CREDITS.

Whereas, the City of Piney Point Village, Texas (the "City"), elected to participate in the Texas Municipal Retirement System (the "System" or "TMRS") pursuant to Subtitle G of Title 8, Texas Government Code, as amended (which subtitle is referred to as the "TMRS Act"); and

Whereas, House Bill 2464, 88th Texas Legislature, R.S., 2023 ("HB 2464"), added Subsections 853.404(f) and (f-1) to the TMRS Act and authorized cities participating in the System to provide certain retirees and their beneficiaries with an annually accruing ("repeating") annuity increase (also known as a cost of living adjustment, or "COLA") based on the change in the Consumer Price Index for All Urban Consumers for the one-year period that ends 12 months before the January 1 effective date of the applicable COLA (a "non-retroactive repeating COLA"); and

Whereas, new TMRS Act §853.404(f) and (f-1) allow participating cities to elect to provide non-retroactive repeating COLAs under certain circumstances, as further described by this Ordinance, by adopting an ordinance to be effective January 1 of 2024, 2025 or 2026, in accordance with TMRS Act §854.203 and §853.404; and

Whereas, TMRS Act §853.404(f-1) provides the non-retroactive repeating COLA option applies only to a participating city that, as of January 1, 2023, either (1) has not passed an annually repeating COLA ordinance under TMRS Act §853.404(c) or had previously passed a repeating COLA ordinance and then, before January 1, 2023, passed an ordinance rescinding such repeating COLA, or (2) does provide an annually repeating COLA under §853.404(c) and elects to provide a non-retroactive repeating COLA under §853.404(f) for purposes of maintaining or increasing the percentage amount of the COLA; and

Whereas, the City Council acknowledges that the City meets the above-described criteria under §853.404(f-1) and is eligible to elect a non-retroactive repeating COLA under §853.404(f) and that such election must occur before January 1, 2026, and after that date future benefit changes approved by the City may require reversion to a retroactive repeating COLA; and

Whereas, the City Council finds that it is in the public interest to: (1) adopt annually accruing non-retroactive COLAs for retirees and their beneficiaries under TMRS Act §853.404(f) and (f-1); and (2) in accordance with TMRS Act §853.404 and §854.203(h), authorize annually accruing Updated Service Credits and transfer Updated Service Credits, now:

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

Section 1. Adoption of Non-Retroactive Repeating COLAs.

(a) On the terms and conditions set out in TMRS Act §854.203 and §853.404, the City authorizes and provides for payment of the increases described by this Section to the annuities paid to retired City employees and beneficiaries of deceased City retirees (such increases also called COLAs). An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of the annuity increase under this Section is computed in accordance with TMRS Act §853.404(f) as the sum of the prior service and current service annuities, as increased in subsequent

years under TMRS Act §854.203 or TMRS Act §853.404(c), of the person on whose service the annuities are based on the effective date of the annuity increase, multiplied by 30% of the percentage change in the Consumer Price Index for All Urban Consumers during the 12-month period ending in December of the year that is 13 months before the effective date of the increase under this Section.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation under this Section does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed under this Section.

(e) In accordance with TMRS Act §853.404(f-1)(2), an increase under this Section only applies with respect to an annuity payable to a TMRS member, or their beneficiary(ies), which annuity is based on the service of a TMRS member who retired, or who is deemed to have retired under TMRS Act §854.003, not later than the last day of December of the year that is 13 months before the effective date of the increase under this Section.

(f) The amount of an increase under this Section is an obligation of this City and of its account in the benefit accumulation fund of the System.

(g) The initial increase in annuities authorized by this Section shall be effective on January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1 and approval by the Board of Trustees of the System ("Board"). Pursuant to TMRS Act §853.404, an increase in retirement annuities shall be made on January 1 of each subsequent year, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in TMRS Act §853.404(d), until this Ordinance ceases to be in effect as provided in TMRS Act §853.404(e).

Section 2. Authorization of Annually Accruing Updated Service Credits and Transfer Updated Service Credits.

(a) As authorized by TMRS Act §854.203(h) and §853.404, and on the terms and conditions set out in TMRS Act §§853.401 through 853.404, the City authorizes each member of the System who on the first day of January of the calendar year immediately preceding the January 1 on which the Updated Service Credits will take effect (i) has current service credit or prior service credit in the System by reason of service to the City, (ii) has at least 36 months of credited service with the System, and (iii) is a TMRS-contributing employee of the City, to receive "Updated Service Credit," as that term is defined and calculated in accordance with TMRS Act §853.402.

(b) The City authorizes and provides that each employee of the City who (i) is eligible for Updated Service Credits under Subsection (a) above, and (ii) who has unforfeited prior service credit and/or current service credit with another System-participating municipality or municipalities by reason of previous employment, shall be credited with Updated Service Credits pursuant to, calculated in accordance with, and subject to adjustment as set forth in TMRS Act §853.601, both as to the initial grant and all future grants under this Ordinance.

(c) The Updated Service Credit authorized and provided under this Ordinance shall be 50% of the "base Updated Service Credit" of the TMRS member calculated as provided in TMRS Act §853.402.

(d) Each Updated Service Credit authorized and provided by this Ordinance shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(e) The initial Updated Service Credit authorized by this Section shall be effective on January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1 and approval by the System's Board. Pursuant to TMRS Act §853.404, the authorization and grant of Updated Service Credits in this Section shall be effective on January 1 of each subsequent year, using the same percentage of the "base Updated Service Credit" stated in Subsection (c) in computing Updated Service Credits for each future year, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in TMRS Act §853.404(d), until this Ordinance ceases to be in effect as provided in TMRS Act §853.404(e).

Passed and approved _____, 20_____.

ATTEST:

APPROVED:

City Secretary

Mayor

TO: Mayor and City Council

FROM: R. Pennington, City Administrator

MEETING DATE: December 18, 2023

SUBJECT: Consideration and possible action on a resolution to approve a contract renewal with DRC Emergency Services for disaster debris clearance removal.

Agenda Item: 8

Summary

A resolution is being considered for renewing the contract with DRC Emergency Services to remove debris in the event of a disaster.

DRC will offer emergency services as Task Orders, with each order specifying the scope of services, compensation rate/amount, estimated completion date, and other relevant details. The prices are listed according to the H-GAC standard pricing schedule (dated 2012). All unit prices and/or price schedules will automatically adjust annually based on the U.S. Department of Labor published Consumer Price Index for all Urban Consumers, using the "transportation" category.

DRC has extensive experience in disaster recovery services for local governments. They report to have collected 178 million cubic yards of debris and built a network of over 5,000 partners. The organization proudly claims its ability to promptly address any circumstance that may arise.

Attached is the master agreement.

Recommendation

The staff is recommending a resolution renewing the contract with DRC Emergency Services to remove debris in the event of a disaster, as presented.

Attachments:

- Proposed Resolution
- Master Agreement

RESOLUTION NO. _____

**RESOLUTION OF THE CITY OF PINEY POINT VILLAGE, TEXAS,
APPROVING A CONTRACT WITH DRC EMERGENCY SERVICES
FOR DISASTER DEBRIS CLEARANCE AND REMOVAL.**

WHEREAS, the City Council recognizes that it is in the best interest of the residents of Piney Point Village that the City have a disaster debris clearance and removal contract in place prior to hurricane season; and

WHEREAS, DRC Emergency Services is a Galveston based company that provides services for debris clearance and removal;

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

The City Council of the City of Piney Point Village hereby approves the contract with DRC Emergency Services for disaster debris clearance and removal and authorizes the Mayor or his designee to execute the same.

PASSED AND APPROVED this 18th day of December 2023.

City of Piney Point Village, Texas

Mark Kobelan, Mayor

ATTEST

Robert Pennington, City Secretary

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

Contract Number: _____

Services Agreement

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

The parties agree as follows:

ARTICLE 1 – EFFECTIVE DATE/TERM

The effective date of this AGREEMENT shall be _____.

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

ARTICLE 2 - SERVICES TO BE PERFORMED:

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

ARTICLE 3 -- COMPENSATION

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

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

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

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

ARTICLE 4- INSURANCE

CONTRACTOR shall maintain the following insurance limits:

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

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

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

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

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

ARTICLE 5 – SURVIVAL

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

ARTICLE 6 – INDEMNIFICATION

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

ARTICLE 7 – SUBCONTRACTING

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

ARTICLE 8 – FEDERAL AND STATE TAXES

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

ARTICLE 9 – GOVERNMENT'S RESPONSIBILITIES

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

ARTICLE 10 – TERMINATION OF AGREEMENT

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

ARTICLE 11 – UNCONTROLLABLE FORCES (FORCE MAJURE)

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

ARTICLE 12 – NON-DISCRIMINATION

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

ARTICLE 13 – SEVERABILITY

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

ARTICLE 14 – ENTIRETY OF AGREEMENT

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

ARTICLE 15 – MODIFICATION

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

ARTICLE 16 – SUCCESSORS AND ASSIGNS

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

ARTICLE 17 – NOTICE

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

As To GOVERNMENT

City of Piney Point
7676 Woodway #300
Houston, TX 77063
(Attn: City Administrator)

As To CONTRACTOR

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

ARTICLE 18 – ESCALATION CLAUSE

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

ARTICLE 19 – TASK ORDER/PERFORMANCE

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

ARTICLE 20 – DISPUTE RESOLUTION

Disputes between the GOVERNMENT and the CONTRACTOR shall first be mediated.

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

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

ARTICLE 21 – BOND

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

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

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

GOVERNMENT

By: F. Lee Butler

Its: Mayor

Signature: F. Lee Butler

Witness: City Secretary

Name: Amanda Daverport

DRC Emergency Services, LLC

By: Mark Stafford

Its: Chief Operating Officer

Signature: Mark Stafford

Witness: Scott Callaway

Name: Scott Callaway



End User: [Enter Client Name]

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE			
	To Be Completed By Vendor ▼	To Be Completed By End User ▼	
1. ROW Vegetative Debris Removal (Collect & Haul) Work consists of collection and transportation of eligible vegetative debris on the ROW to an approved TDSRS or other designated disposal facility.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 6.88	142,500	\$ 980,400.00
2. ROW C&D Debris Removal (Collect & Haul) Work consists of collection and transportation of eligible C&D debris on the ROW to an approved TDSRS or other designated disposal facility.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 7.42	47,500	\$ 352,450.00
3. Demolition, Removal and Transport of Eligible Structures Work consists of all labor, equipment, fuel, and associated costs necessary to demolish structures on private property.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 24.62	100	\$ 2,462.00
4. TDSR Management and Operations Work consists of the management and operation of TDSRS for acceptance, management, segregation, and staging of disaster related debris.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 0.60	190,000	\$ 114,000.00
5. Reduction of Storm Generated Debris Through Grinding Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through grinding.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 1.76	95,000	\$ 167,280.00
6. Reduction of Storm Generated Debris Through Air Curtain Incineration Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through air curtain incineration.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 0.92	47,500	\$ 43,700.00
7. Reduction of Storm Generated Debris Through Controlled Open Burning Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through controlled open burning.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 0.68	47,500	\$ 32,300.00
8. Haul-out of Reduced Debris to Final Disposal Site Work consists of loading and transporting reduced debris at an approved TDSRS to a final disposal facility.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 4.00	27,550	\$ 110,200.00

H-GAC Standard Pricing Worksheet

Date: 08/25/2012

End User: [Enter Client Name]

Notes:
[Enter notes as applicable or Erase]

Contractor | EU Client

Page 2 of 4

End User: [Enter Client Name]

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (Continued)				
		To be Completed by Vendor ▼	To be Completed by Estimatee ▼	
9.	Removal of Eligible Hazardous Leaning Trees and Hanging Limbs Work consists of removing eligible hazardous leaning or hanging limbs and placing them on the ROW for haul-off.	\$ Per Tree	Estimated Trees	Total
	6 inch to 12 inch diameter	\$20.00	9	\$180.00
	13 inch to 24 inch diameter	\$100.00	17	\$1,700.00
	25 inch to 36 inch diameter	\$200.00	8	\$1,600.00
	37 inch to 48 inch diameter	\$250.00	1	\$250.00
	49 inch and larger diameter	\$450.00	0	\$0.00
	Hanger Removal (per Tree)	\$62.00	1,414	\$87,668.00
10.	Removal of Eligible Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting them to an approved TDSRS or other designated disposal facility.	\$ Per Stump	Estimated Stumps	Total
	24 inch to 36 inch diameter	\$200.00	4	\$800.00
	37 inch to 48 inch diameter	\$400.00	0	\$0.00
	49 inch and larger diameter	\$500.00	0	\$0.00
11.	Abandoned Eligible Vehicle Removal Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the applicant and subsequently transported to an approved staging area.	\$ Per Unit	Estimated Units	Total
		\$50.00	50	\$2,500.00
12.	Abandoned Eligible Vessel Removal Work consists of the removal of abandoned vessels in areas identified and approved by the applicant and subsequently transported to an approved staging area.	\$ Per Unit	Estimated Units	Total
		\$200.00	50	\$10,000.00
13.	Eligible Animal Carcass Removal and Disposal Work consists of the removal of eligible animal carcasses in areas identified and approved by the applicant and subsequently transported to an approved staging area.	\$ Per Unit	Estimated Units	Total
		\$5.00	100	\$500.00
14.	ROW White Goods Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and associated costs necessary for removal, transportation, and disposal of eligible White Goods.	\$ Per Cubic Yard	Estimated CY	Total
		\$25.00	100	\$2,500.00
15.	Freon Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and associated costs necessary for recovery and disposal of Freon	\$ Per Cubic Yard	Estimated CY	Total



6702 Broadway Blvd., Galveston, Texas 77554
TTY: 888-721-4DRC • Phone: 504-482-2848 • Fax: 504-482-2852
www.drcusa.com

December 15, 2023

Bobby Pennington
City Administrator
7676 Woodway Drive, Suite 300
Houston, Texas 77063

Phone: (713) 230-8703
Email: cityadmin@pineypt.org

Re: Contract Extension between DRC Emergency Services and the Village of Piney Point, Texas, for Disaster Debris Removal

Dear Mr. Pennington:

The Village of Piney Point, Texas, contract expires on February 26, 2024. DRC Emergency Services, LLC would like to take this opportunity to offer the Village an extension to the contract between DRC Emergency Services, LLC and the Village of Piney Point, Texas, dated September 19, 2017, for a period of one (1) year. The pricing, terms and conditions in the original contract will remain in effect for the duration of this contract expiring February 26, 2025.

If this offer of renewal is acceptable to you, please execute below and fax or email it to my attention to (504) 482-2852 or (lwalsh@drcusa.com). Also, if you have any questions, please feel free to contact me. I look forward to continuing our relationship with you and the Village of Piney Point, Texas.

Sincerely,

Lisa Walsh
Contracts Manager
Cell: (504) 715-9052

Agreed and Accepted By:
Village of Piney Point, Texas

Authorized Signature

Title

Date



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Cell: (504) 715-9052

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Sincerely,

Lisa Walsh
Contracts Manager
Cell: (504) 715-9052

Agreed and Accepted By:
Village of Piney Point, Texas

Authorized Signature

Title

Date

TO: City Council

FROM: Mark Kobelan, Mayor

MEETING DATE: December 18, 2023

SUBJECT: Consideration and possible action on Mayor's Monthly Report.

Agenda Item: 9

Summary:

This agenda item concerns the mayor's reports, which update the Council and Community on City operations.

- A. Landscape Improvements.
- B. Beatification Committee Updates

TO: City Council

FROM: R. Pennington; City Administrator

MEETING DATE: December 18, 2023

SUBJECT: Discuss and take possible action on the City Administrator's Monthly Report, including, but not limited to selected items.

Agenda Item: 10

The City Administrator will provide information for the Council and the community that contains updates on important city initiatives that are not generally included on a city council agenda for action. Some items listed may call for Council approval and/or delegate authorization under the direction of the Council. Note the following items:

A. Financial Related Items:

- i. Financial Report: This report represents a general overview of financial activity through November 2023. Attached is the latest report.
- ii. Property Tax Report: Attached is the latest report from our tax assessor-collector regarding tax collection.
- iii. Disbursements:
 - i. Bright Landscape Designs; \$35,729.18: This project has been approved for the improvement of Greenbay, specifically between Robbins and Tynbridge (\$32,198.90), and for the regrading and resodding of lawn areas in the same location (\$3,530.28).
 - ii. Stripes & Stops; \$17,010: The invoice for renting 100 feet of traffic water barricades on South Piney Point Road to protect traffic from washouts and excavation caused by the collapse and replacement of the 96-inch CMP. The rental expense is to be discounted from the contractor's original award.

B. Update on Specific Use Permit Projects: The purpose of this listing is to share any current information or progress on these significant construction programs.

- i. Memorial Drive Elementary School Update.
- ii. St. Francis Episcopal Church Specific Use Permit Update.
- iii. The Kinkaid School Specific Use Permit Update.

C. Shadow Way Automated License Plate Recognition (ALPR) system: The residents of Shadow Way are proposing to install an Automated License Plate Recognition (ALPR) system near the intersection of Shadow Way and Piney Point Rd. This private system will be accessible only to law enforcement (MVPD). The ALPR technology scans the license

plates of vehicles passing through and compares the information with the database to detect any possible matches. This helps identify crime patterns and improves the safety of the village.

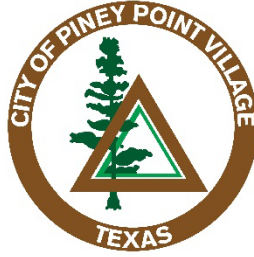
Recommendation:

Approve the following required items:

- (1) Disbursement for Bright Landscape Designs at \$35,729.18.
- (2) Disbursement for Stripes & Stops at \$17,010.00.
- (3) Approve the private installation of an automatic license plate reader (ALPR) on the Shadow Way right-of-way.

ITEM A (i.)

FINANCIAL REPORT – November 2023



CITY OF PINEY POINT VILLAGE FINANCIAL REPORT

NOVEMBER 2023 PRELIMINARY FINANCIALS

This report provides an overview of the city's finances through November 2023, which marks the eleventh month of fiscal year 2023. Beginning balances have been audited, and this report's budgeted numbers reflect the amended budget through November.

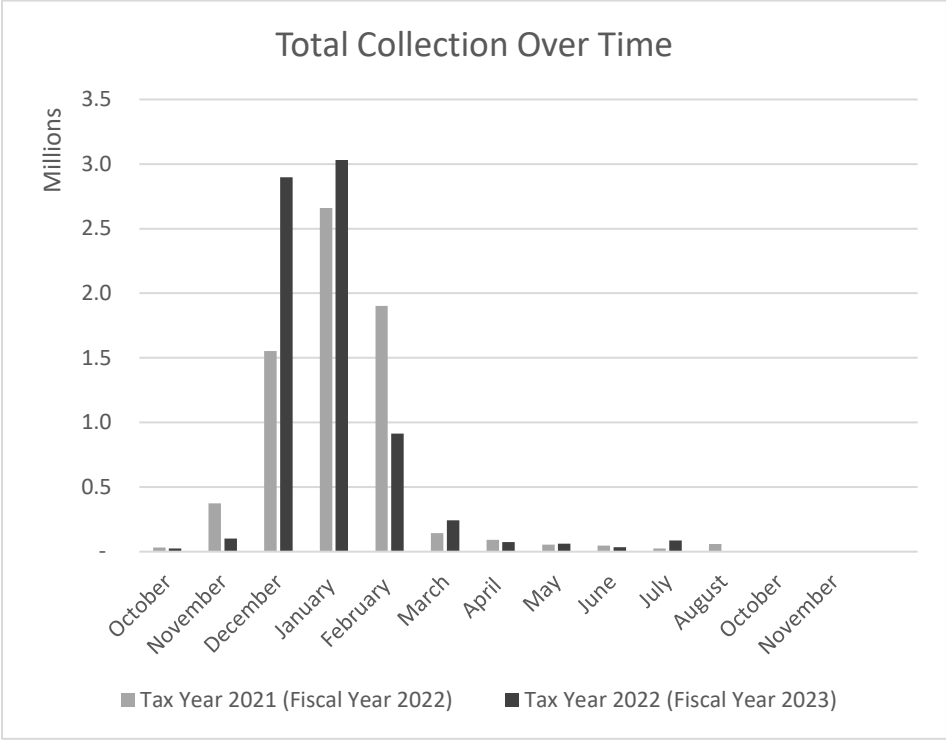
General Fund

	Prior YTD	Budget	Month	YTD
Total Revenues	\$8,407,554	\$8,318,980	\$385,239	\$9,304,435
Total Expenditures	\$6,995,368	\$10,121,883	\$716,234	\$8,728,643
Over/(Under)	\$1,412,186	(\$1,802,903)	(\$330,995)	\$575,792

	Prior YTD	Budget	Month	YTD
Operating Revenues	\$8,362,781	\$8,317,980	\$384,301	\$9,184,886
Operating Expenditures	\$5,920,667	\$7,012,707	\$661,034	\$6,570,875
Over/(Under)	\$2,442,114	\$1,305,273	(\$276,733)	\$2,614,011

1. Total revenues are \$9,304,435, or 111.8% of the budget and 10.7% above the last YTD, mainly due to tax collection, building permits issued, and interest earned.
 - a. Property tax is reported at \$6,627,522 for the M&O or 102.4% of the budget. The current YTD amount collected represents 77.84% of the total general fund revenue. General Fund Property Tax is \$594,991 more than the last YTD due to the percentage allocation of M&O and timing of tax posting. The adopted rate is \$0.255140, with \$0.224025 designated as M&O and the remaining \$0.031115 as the I&S requirement to finance the annual bond debt. Payments of property taxes are due by January 31, 2023, and delinquent as of February 1, 2023. The City currently contracts with Spring Branch ISD as the tax assessor-collector. The budget incorporates a 99% collection rate on the total property tax revenue. Please note that the SBISD monthly collection report is \$7,475,551.82 versus the amount deposited to our accounts, totaling \$7,554,632.72 (M&O and I&S). The difference is \$79,080.90, with \$94,238.87 as delinquent collected from October through December 2022, and the tax office recognized as 2022 collection. This amount is then

offset by (\$15,157.97) for attorney’s fees - not recorded as actual city collections. Please review the monthly tax office report for additional details on adjusted taxable values. Also, collections can vary depending on the deposit date with Spring Branch ISD and the tax rate portion needed to support the fund. Below is a graph illustrating the monthly collection activity comparison on FY22 vs. FY23:



- Please note that the City also received \$548,921.41 for M&O and \$69,389.71 for I&S (total \$618,311.12) during the month, which is deferred revenue for FY 2024.

b. Sales Tax collection through November totals \$475,988 or 124.6% of the total annual \$382,000 projection. Beyond November reporting, the Texas Comptroller posted sales tax collections through December showing \$511,548.24 (cumulative) or \$121,993 greater than last year. The budget projection on sales tax collection represents 4.59% of all general fund revenue. The following chart provides details:

	(\$) Last Fiscal	(\$) Budgeted Projection	(\$) Current Fiscal	(\$) Actual Variance	(%) Actual Variance	(\$) Budget Variance	(%) Budget Variance
January	\$31,043.38	\$33,537.58	\$47,825.22	\$16,781.84	35.09%	\$14,287.64	42.60%
February	\$45,868.05	\$44,395.18	\$67,987.79	\$22,119.74	32.53%	\$23,592.61	53.14%
March	\$20,888.33	\$29,393.37	\$31,502.65	\$10,614.32	33.69%	\$2,109.28	7.18%
April	\$24,894.95	\$24,865.03	\$32,735.34	\$7,840.39	23.95%	\$7,870.31	31.65%
May	\$36,592.44	\$30,103.23	\$46,310.02	\$9,717.58	20.98%	\$16,206.79	53.84%
June	\$27,009.77	\$30,611.13	\$41,905.23	\$14,895.46	35.55%	\$11,294.10	36.90%
July	\$32,601.29	\$29,731.43	\$41,002.27	\$8,400.98	20.49%	\$11,270.84	37.91%

August	\$32,863.31	\$34,200.80	\$37,764.40	\$4,901.09	12.98%	\$3,563.60	10.42%
September	\$28,779.38	\$28,097.16	\$44,216.60	\$15,437.22	34.91%	\$16,119.44	57.37%
October	\$35,110.46	\$32,378.62	\$39,751.92	\$4,641.46	11.68%	\$7,373.30	22.77%
November	\$38,246.05	\$33,486.80	\$42,070.82	\$3,824.77	9.09%	\$8,584.02	25.63%
December	\$35,657.97	\$31,199.66	\$38,476.24	\$2,818.27	7.32%	\$7,276.58	23.32%
TYD	\$389,555	\$382,000	\$511,549	\$121,993	31.32%	\$129,548.50	33.9%

- c. Franchise tax collections booked through November total \$361,088. The amount collected included \$85,417 for the cable franchise, \$249,719 for the electric franchise, and \$25,952 for the telephone/wireless franchise. The city anticipates collecting over \$70K in remaining franchise tax.
 - d. Court revenue is \$130,292, 147.7% of the budget, totaling \$35,333 more than last year. Court fines are \$119,452, and the remaining \$10,840 is primarily restricted for uses such as court security and technology. The court operates both in-person and virtual by Zoom. The city collected \$111K in court revenue for 2022. Current trends show a 37.2% improvement in fine/fee collections for 2023.
 - e. Permits and licenses total \$996,948, which is 185.3% of the budget projection. Permits and inspection fees total \$925,028; the remaining \$71,920 is for plat reviews, contractor registration, drainage review, and BOA fees. Drainage reviews are currently at \$53,750. Permitting for the Kinkaid Upper School contributed \$234,499 to the city's total collection of \$268,676 in November.
 - f. Alarm registrations total \$25,700, which is 111.7% of the annual budget projection and \$2,700 more than the last YTD. Annual alarm registrations are important for emergency information.
 - g. The interest revenue has surpassed the budget by an impressive 609.7% and has exceeded the previous year's revenue by \$305,847. The Fed rate projection is reflected in the consistent growth of interest revenue; however, sources indicate three planned rate cuts in 2024.
 - h. Kinkaid contributed a total of \$65,500, while Metro contributed \$136,000 annually, separate from the Non-Operating Revenue on Revenue/Expense report. Other revenue collections on the detail revenue report include \$37,714 for three quarters' ambulance revenue from VFD, and \$81,835 recorded as non-operational, mainly from forfeiture of temporary occupancy certificates (\$50K) and storm sewer cost share (\$24K) and Credit Card Fees (\$2,730).
2. The city's amended budget allocation is \$10,121,883; operations allocated at \$7,012,707 with \$3,109,176 as capital programming. Total expenditures to date are \$8,728,643, 86.2% of budget and 24.8% more than last YTD. Operating expenditures are \$6,570,875, 93.7% of the budget, \$650,207 more than last YTD.

3. The following divisions and categories exceed the projected expenditures under straight-line projections:
 - a. Police Services at \$2,299,184 or 95.3% due to the practice of providing an additional service payment at the beginning of the year as agreed for adequate MVPD operational cash flow; in addition is the annual capital expenditure of \$44,591 and auto replacement of 53,333, both annual obligations disbursed in full to the department at the beginning of the year. The capital projects planned for the use of funds committed to FY 2023 have been completed, resulting in a \$175k capital savings, refunded to the cities on 10/18/2023. The total spending on police has increased by 9.5% in comparison to the previous year.
 - b. Fire Services original budget was \$1,824,868. An approved amendment in March increased the department allocation by \$10,492 to \$1,835,360. The Council approved VFD's second amendment for fire station annex roof repair in April, increasing PPV allocation by \$38,640 to \$1,874,000. The Council approved VFD's third amendment for personnel and other operation expenses in June, increasing PPV allocation by \$94,768 to \$1,968,767.75. Expenditures are currently at \$1,870,625 or 95.0%. This is a 16.4% increase from last year.
 - c. The Building Services expenses are currently at \$314,908 or 111.5% of the budget, which is \$62,412 more than last year. This increase is primarily due to the Urban Forester being reallocated from the Contract Service Division in the current fiscal year. Additionally, credit card processing fees have shown an increase of \$15,991 compared to last year. This rise can be attributed to higher permit fees and contractors paying for permits using credit cards. To counteract the negative trend, the city has authorized a processing fee of 3% to recoup some of the expenses incurred by merchant services fees. This fee is effective from October 1. Additionally, the city has renegotiated the service fees for the next 36 months to offset the costs further. As previously stated in the revenue section, we have acquired a total of \$2,730 in credit card processing fees.
 - d. The total contract services expenditure for this year stands at \$424,729, which is about the same as last year's expenditure. Engineering services accounted for the majority of the costs, representing 52% of total expenses. In addition, 16% of expenses are attributed to HCAD tax appraisal remittance and another 11% to legal services. Finally, 7% of the expenses are allocated to grant administration, which is the remaining significant outflow.
 - e. The expenses for Public Work have reached \$245,932, which is 96% of the budget. This amount is \$54,682 higher than last year's expenses. The increase is mainly due to the costs associated with landscaping maintenance, purchasing a new street striper machine, and tree care. The scope of landscaping maintenance has expanded to include Greenbay's improved landscaping, which has exceeded the line budget by \$32,888. We have also had to remove several dangerous or fallen trees due to the drought, which has exceeded the line budget by \$9,860.
4. Remaining operations are within expectations (91.67%) and trending lower than last year to date are as follows:

- a. The General Government Division spent \$904,697. Gross wages and benefits line items are at 85.0%, except for employee insurance which has increased by \$7,058 compared to last year. During spring enrollment, changes were made to employee insurance, which now covers dependents, resulting in current spending of 114.7% under this single-line item. Otherwise, total administrative expenses are just below expectations at 87.3%.
 - b. The Municipal Court Division has efficiently managed to handle higher docket volumes while also remaining under budget, with a minimal spending increase of \$4,794 from last year's expenditure. It is expected that the division will achieve cost savings by the end of the year.
5. At the time of this report, the organization has expended 69.4% of its capital expenditures, which equates to \$1,496,701.32, leaving \$1,083,067 yet to be allocated. The following capital projects are scheduled for the current year.
- a. 96" Stormwater Replacement CIP – (\$1,541,919): During a special meeting on April 11, 2023, the City Council awarded the bid to AR Turnkey Construction Co. Inc. for \$1,608,975.00. The project is primarily funded by ARPA. It is expected that the final cost will be lower since certain items, such as landscaping, have been excluded from the contract.
 - b. Tokeneke – Country Squire CIP – (\$307,085): The project has reached its completion.
 - c. Other projects include Williamsburg (\$42,702), Bothwell Way, Windermere Outfall Project, Smithdale Landscape/Sidewalk (\$131,126), Community (Greenbay) Beautification (\$107,785), Pothole Repairs (\$27,151.25) and traffic signals.
6. The budget has been amended to use \$1,802,903 from reserved cash to support a portion of the \$3,109,176 capital programs. The general fund's audited ending balance for 2021 was reported at \$3,679,808. In 2022, the audited revenue over expenditures increased by \$908,956, raising the fund balance to \$4,588,764. Some unanticipated amendments in fire services have restricted budgeted reserves. The present financial statement indicates that the revenue over expenditures stands at \$575,792. This positive result is primarily attributed to improved revenue proceeds and the remaining allocation in capital programming.

Debt Service Fund

	Prior YTD	Budget	Month	YTD
Total Revenues	\$960,496	\$909,330	(\$1,406)	\$965,587
Total Expenditures	\$875,950	\$877,950	\$0	\$877,950
Over/(Under)	\$84,546	\$31,380	(\$1,406)	\$87,637

- a. The revenues for the current period stand at \$965,587, which is 106.2% of the budget. Out of this, \$919,870 comes from property tax collections. The interest and sinking rate, as selected for funding the annual bond debt, is \$0.031115. The budget includes a collection rate of 99%, based on the trends from previous collection years.
 - b. Interest revenue totals \$45,716, an increase of \$7,044 from last year due to higher interest revenue rates.
7. Expenditures are \$877,950, 100% of the budget, as debt service principal payments were fully disbursed.
- a. Two principal payments, amounting to a total of \$790,000, have been disbursed. Of this amount, \$410,000 was allocated for the GO Series 2015, while the remaining \$380,000 was disbursed for the GO Series 2017. The payments were disbursed semi-annually in adherence to the bond requirements.
 - b. In July, the city paid the remaining \$36,625 interest payment to fulfill its obligation for 2023. The remaining long-term debt obligations are scheduled until 2027.
 - c. The annual fees charged by the agent for the bonds amount to \$3,000.
8. In terms of revenue and expenses, we have a surplus of \$87,637. However, a portion of our cash is restricted due to our debt service obligations, which aim to support our fund balance. We anticipate that the reserve at the end of the year will be over \$127,000.

FOR MORE INFORMATION: This summary report is based on detailed information from the City's Administration. If you have any questions or want additional information on this report, please contact the city administration at 713-230-8703.



Piney Point Village TEXAS

Statement of Revenue & Expenditures For Month Ended: November 30, 2023

GENERAL FUND SUMMARY

	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
REVENUES						
PROPERTY TAXES	6,032,531	6,475,089	(11,119)	6,627,522	102.4%	(152,433)
SALES TAXES	357,720	382,000	42,071	475,988	124.6%	(93,988)
FRANCHISE TAXES	341,766	432,000	46,254	361,088	83.6%	70,912
COURT REVENUE	94,959	88,241	10,575	130,292	147.7%	(42,051)
PERMITS & INSPECTIONS	819,882	538,150	268,676	996,948	185.3%	(458,798)
ALARM REGISTRATIONS	26,600	23,000	250	25,700	111.7%	(2,700)
GOVERNMENTAL CONT. (METRO)	497,422	136,500	0	136,000	99.6%	500
MISC AND IN LIEN(KINKAID)	160,500	183,000	0	65,500	35.8%	117,500
INTEREST	31,401	60,000	27,595	365,847	609.7%	(305,847)
TOTAL OPERATING	8,362,781	8,317,980	384,301	9,184,886	110.4%	(866,905)
OTHER NON-OPERATING PROCEEDS	44,773	1,000	938	119,549	11954.9%	(118,049)
TOTAL NON-OPERATING	44,773	1,000	938	119,549	11954.9%	(118,049)
TOTAL REVENUES	\$8,407,554	\$8,318,980	\$385,239	\$9,304,435	111.8%	(\$984,955)
EXPENDITURES						
<u>PUBLIC SERVICE DIVISION</u>						
POLICE SERVICES	2,099,750	2,412,669	188,728	2,299,184	95.3%	113,485
FIRE SERVICES	1,607,011	1,968,768	174,699	1,870,625	95.0%	98,143
SANITATION COLLECTION	444,580	550,105	48,285	463,052	84.2%	87,053
OTHER PUBLIC SERVICES	22,844	20,900	5,059	19,203	91.9%	1,697
PUBLIC SERVICE DIVISION	4,174,185	4,952,442	416,770	4,652,065	93.9%	300,378
<u>OPERATIONS</u>						
CONTRACT SERVICES	424,623	447,382	78,803	424,729	94.9%	22,653
BUILDING SERVICES	252,495	282,500	34,909	314,908	111.5%	(32,408)
GENERAL GOVERNMENT	854,362	1,035,882	76,964	904,697	87.3%	131,186
MUNICIPAL COURT	23,750	38,250	1,820	28,545	74.6%	9,705
PUBLIC WORKS	191,251	256,250	51,768	245,932	96.0%	10,318
OPERATION DIVISIONS	1,746,482	2,060,264	244,264	1,918,810	93.1%	141,454
TOTAL PUBLIC & OPERATING	\$5,920,667	\$7,012,707	\$661,034	\$6,570,875	93.7%	\$441,832
<u>NON-OPERATING</u>						
CAPITAL PROGRAMS	1,074,701	3,109,176	55,200	2,157,768	69.4%	951,408
TOTAL NON-OPERATING	1,074,701	3,109,176	55,200	2,157,768	69.4%	951,408
TOTAL EXPENDITURES	\$6,995,368	\$10,121,883	\$716,234	\$8,728,643	86.2%	\$1,393,240
REVENUE OVER/(UNDER) EXPENDITURES	1,412,186	(1,802,903)	(330,995)	575,792		



Piney Point Village TEXAS

Statement of Revenue & Expenditures For Month Ended: November 30, 2023

GENERAL FUND REVENUES

	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<u>Tax Collection</u>						
10-4101 Property Tax (M&O)	6,032,531	6,475,089	(11,119)	6,627,522	102.4%	(152,433)
Total Property Tax :	6,032,531	6,475,089	(11,119)	6,627,522	102.4%	(152,433)
10-4150 Sales Tax	357,719.87	382,000	42,071	475,988	124.6%	(93,988)
Total Tax Collection:	6,390,251	6,857,089	30,952	7,103,511	103.6%	(246,422)
<u>Permits & Inspections</u>						
10-4203 Plat Reviews	10,100	9,750	0	8,750	89.7%	1,000
10-4205 Contractor Registration	10,920	10,650	930	8,670	81.4%	1,980
10-4206 Drainage Reviews	55,900	45,000	6,500	53,750	119.4%	(8,750)
10-4207 Permits & Inspection Fees	742,462	471,000	261,246	925,028	196.4%	(454,028)
10-4208 Board of Adjustment Fees	500	1,750	0	750	42.9%	1,000
Total Permits & Inspections:	819,882	538,150	268,676	996,948	185.3%	(458,798)
<u>Municipal Court</u>						
10-4300 Court Fines	87,835	85,000	9,732	119,452	140.5%	(34,452)
10-4301 Building Security Fund	2,493	1,100	295	3,794	344.9%	(2,694)
10-4302 Truancy Prevention	2,544	1,116	301	3,871	346.9%	(2,755)
10-4303 Local Municipal Tech Fund	2,035	1,000	241	3,097	309.7%	(2,097)
10-4304 Local Municipal Jury Fund	51	25	6	77	309.8%	(52)
Total Municipal Court:	94,959	88,241	10,575	130,292	147.7%	(42,051)
<u>Investment Income</u>						
10-4400 Interest Revenue	31,401	60,000	27,595	365,847	609.7%	(305,847)
Total Investment Income:	31,401	60,000	27,595	365,847	609.7%	(305,847)
<u>Agencies & Alarms</u>						
10-4508 SEC-Registration	26,600	23,000	250	25,700	111.7%	(2,700)
Total Agencies & Alarms:	26,600	23,000	250	25,700	111.7%	(2,700)
<u>Franchise Revenue</u>						
10-4602 Cable Franchise	81,971	102,000	21,100	85,417	83.7%	16,583
10-4605 Power/Electric Franchise	227,011	296,000	22,702	249,719	84.4%	46,281
10-4606 Gas Franchise	25,391	25,000	0	0	0.0%	25,000
10-4607 Telephone Franchise	3,675	7,000	769	3,388	0.0%	3,612
10-4608 Wireless Franchise	3,717	2,000	1,683	22,564	1128.2%	(20,564)
Total Franchise Revenue:	341,766	432,000	46,254	361,088	83.6%	70,912
<u>Donations & In Lieu</u>						
10-4702 Kinkaid School Contribution	160,500	183,000	0	65,500	35.8%	117,500
10-4703 Metro Congested Mitigation	136,000	136,000	0	136,000	100.0%	0
10-4704 Intergovernmental Revenues	361,422	500	0	0	0.0%	500
10-4705 Ambulance	0	0	0	37,714		(37,714)
10-4800 Misc. Income	640	500	0	55,105	11021.0%	(54,605)
10-4801 Donations	1,706	500	0	0	0.0%	500
10-4802 Reimbursement Proceeds	2,029	0	0	0	n/a	0
10-4803 CIP Cost Share	40,398	0	0	24,000		(24,000)
10-4804 Credit Card Fees	0	0	938	2,730		(2,730)
Total Donations & In Lieu:	702,695	320,500	938	321,049	100.2%	(549)
TOTAL REVENUES:	\$8,407,554	\$8,318,980	385,239	9,304,435	111.8%	(\$985,455)



Piney Point Village TEXAS

Statement of Revenue & Expenditures For Month Ended: November 30, 2023

GENERAL FUND EXPENDITURES

	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<u>PUBLIC SERVICE DIVISION</u>						
<u>Community Events</u>						
10-510-5001 Community Celebrations	8,165	5,000	3,649	5,341	106.8%	(341)
Community Events:	8,165	5,000	3,649	5,341	106.8%	(341)
<u>Police Services</u>						
10-510-5010 MVPD Operations	2,046,417	2,264,745	188,728	2,201,260	97.2%	63,485
10-510-5011 MVPD Auto Replacement	53,333	53,333	0	53,333	100.0%	0
10-510-5012 MVPD Capital Expenditure	0	94,591	0	44,591	47.1%	50,000
Police Services:	2,099,750	2,412,669	188,728	2,299,184	95.3%	113,485
<u>Sanitation Collection</u>						
10-510-5030 Sanitation Collection	435,863	539,319	47,338	455,769	84.5%	83,550
10-510-5031 Sanitation Fuel Charge	8,717	10,786	947	7,283	67.5%	3,503
Sanitation Collection:	444,580	550,105	48,285	463,052	84.2%	87,053
<u>Library Services</u>						
10-510-5040 Spring Branch Library	1,500	1,500	0	0	0.0%	1,500
Library Services:	1,500	1,500	0	0	0.0%	1,500
<u>Street Lighting Services</u>						
10-510-5050 Street Lighting	13,178	14,400	1,409	13,862	96.3%	538
Street Lighting Services:	13,178	14,400	1,409	13,862	96.3%	538
<u>Fire Services</u>						
10-510-5060 Villages Fire Department	1,607,011	1,968,768	174,699	1,870,625	95.0%	98,143
Fire Services:	1,607,011	1,968,768	174,699	1,870,625	95.0%	98,143
TOTAL PUBLIC SERVICE:	\$4,174,185	\$4,952,442	\$416,770	\$4,652,065	93.9%	\$300,378

		PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<u>CONTRACT SERVICE DIVISION</u>							
10-520-5101	Grant Administration	5,250	0	0	28,000	n/a	(28,000)
10-520-5102	Accounting/Audit	20,066	25,000	0	19,399	77.6%	5,601
10-520-5103	Engineering	176,872	210,000	72,061	219,905	104.7%	(9,905)
10-520-5104	Legal	88,207	90,000	4,309	68,382	76.0%	21,619
10-520-5105	Tax Appraisal-HCAD	44,339	58,882	0	47,732	81.1%	11,150
10-520-5107	Animal Control	2,500	1,500	580	1,100	73.3%	400
10-520-5108	IT Hardware/Software & Support	25,740	40,000	648	21,646	54.1%	18,354
10-520-5109	Urban Forester	39,642	0	0	0	n/a	0
10-520-5110	Mosquito Control	22,008	22,000	1,205	18,565	84.4%	3,435
TOTAL CONTRACT SERVICE DIVISION:		\$424,623	\$447,382	\$78,803	\$424,729	94.9%	\$22,653
<u>BUILDING SERVICE DIVISION</u>							
<u>Building & Inspection Services</u>							
10-530-5152	Drainage Reviews	98,895	103,000	21,028	125,762	122.1%	(22,762)
10-530-5153	Electrical Inspections	18,180	15,000	1,755	19,845	132.3%	(4,845)
10-530-5154	Plat Reviews	0	500	0	0	0.0%	500
10-530-5155	Plan Reviews	40,000	50,000	4,000	40,000	80.0%	10,000
10-530-5156	Plumbing Inspections	19,665	18,000	1,980	21,780	121.0%	(3,780)
10-530-5157	Structural Inspections	32,985	30,000	3,015	28,755	95.9%	1,245
10-530-5158	Urban Forester	0	45,000	0	41,600	92.4%	
10-530-5160	Mechanical Inspections	7,245	8,500	765	9,945	117.0%	(1,445)
Building and Inspection Services:		216,970	270,000	32,543	287,687	106.6%	(21,087)
<u>Supplies and Office Expenditures</u>							
10-530-5108	Information Technology	19,080	0	0	0	n/a	0
10-530-5207	Misc Supplies	0	1,000	350	650	n/a	350
10-530-5211	Meeting Supplies	0	350	0	81	n/a	269
10-530-5213	Office Supplies	0	900	0	498	n/a	402
10-530-5215	Travel & Training	0	250	0	0	n/a	250
Supplies and Office Expenditures:		19,080	2,500	350	1,230	n/a	1,270
<u>Insurance</u>							
10-530-5403	Credit Card Charges	16,445	10,000	2,016	25,991	259.9%	(15,991)
Insurance:		16,445	10,000	2,016	25,991	n/a	(15,991)
TOTAL BUILDING SERVICE DIVISION:		\$252,495	\$282,500	\$34,909	\$314,908	111.5%	(\$35,808)

		PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<u>GENERAL GOVERNMENT DIVISION</u>							
<u>Administrative Expenditures</u>							
10-540-5108	Information Technology	1,628	20,000	1,714	18,956	94.8%	1,044
10-540-5202	Auto Allowance/Mileage	8,671	7,200	687	9,009	125.1%	(1,809)
10-540-5203	Bank Fees	3,373	3,000	95	2,129	71.0%	871
10-540-5204	Dues/Seminars/Subscriptions	3,502	3,000	267	3,708	123.6%	(708)
10-540-5205	Elections	0	5,000	0	619	12.4%	4,381
10-540-5206	Legal Notices	0	3,500	2,247	6,206	177.3%	(2,706)
10-540-5207	Miscellaneous	4,049	5,000	750	2,367	47.3%	2,633
10-540-5208	Citizen Communication	7,339	5,000	0	3,888	77.8%	1,112
10-540-5209	Office Equipment & Maintenance	8,638	10,000	664	6,376	63.8%	3,624
10-540-5210	Postage	1,000	1,500	9	1,377	91.8%	123
10-540-5211	Meeting Supplies	8,769	10,000	79	2,507	25.1%	7,493
10-540-5212	Rent/Leasehold/Furniture	123,898	130,000	11,306	126,530	97.3%	3,470
10-540-5213	Supplies/Storage	12,878	10,000	477	9,819	98.2%	181
10-540-5214	Telecommunications	8,872	16,000	1,390	8,522	53.3%	7,478
10-540-5215	Travel & Training	1,824	1,000	0	0	0.0%	1,000
10-540-5216	Statutory Legal Notices	2,243	1,500	0	180	12.0%	1,320
	Administrative Expenditures:	196,683	231,700	19,684	202,193	87.3%	29,507
<u>Wages & Benefits</u>							
10-540-5301	Gross Wages	466,616	598,454	44,405	513,772	85.8%	84,682
10-540-5302	Overtime/Severance	17,774	18,236	223	2,584	14.2%	15,651
10-540-5303	Temporary Personnel	19,926	0	0	5,595	n/a	(5,595)
10-540-5306	FICA/Med/FUTA Payroll Tax Exp	37,081	47,728	3,284	40,180	84.2%	7,548
10-540-5310	TMRS (City Responsibility)	38,857	59,345	4,481	52,684	88.8%	6,661
10-540-5311	Payroll Process Exp-Paychex	2,812	3,000	228	2,873	95.8%	127
	Wages & Benefits:	583,067	726,763	52,620	617,689	85.0%	109,074
<u>Insurance</u>							
10-540-5353	Employee Insurance	65,118	62,919	4,660	72,176	114.7%	(9,257)
10-540-5354	General Liability	8,482	10,000	0	5,716	57.2%	4,284
10-540-5356	Workman's Compensation	0	4,000	0	5,723	143.1%	(1,723)
	Insurance:	73,600	76,919	4,660	83,615	108.7%	(6,696)
<u>Other</u>							
10-540-5403	Credit Card Charges (Adm)	1,013	500	0	1,199	239.8%	(699)
	Intergovernmental:	1,013	500	0	1,199	239.8%	(699)
	TOTAL GENERAL GOVERNMENT DIVISION:	\$854,362	\$1,035,882	\$76,964	\$904,697	87.3%	\$131,186

	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<u>MUNICIPAL COURT DIVISION</u>						
<u>Supplies & Office Expenditures</u>						
10-550-5204 Dues & Subscriptions	0	0	0	0	n/a	0
10-550-5207 Misc Supplies	0	250	0	232	n/a	18
10-550-5211 Meeting Supplies	0	250	0	0	n/a	250
10-550-5215 Travel & Training	79	250	0	399	n/a	(149)
Supplies and Office Expenditures:	79	750	0	631	n/a	119
<u>Court Operations</u>						
10-550-5403 Credit Card Charges	4,476	12,000	170	3,439	28.7%	8,561
10-550-5404 Judge/Prosecutor/Interpreter	18,823	25,000	1,650	24,475	97.9%	525
10-550-5410 OmniBase Services of Texas	372	500	0	0	0.0%	500
Court Operations:	23,672	37,500	1,820	27,914	74.4%	9,586
TOTAL MUNICIPAL COURT DIVISION:	\$23,750	\$38,250	\$1,820	\$28,545	74.6%	\$9,705
<u>PUBLIC WORKS MAINTENANCE DIVISION</u>						
<u>Maintenance & Repair</u>						
10-560-5108 Information Technology			0	1,302	n/a	(1,302)
10-560-5207 Misc Supplies		0	(137)	1,751	n/a	(1,751)
10-560-5500 Public Works Maintenance	1,183	0	0	4,805	n/a	(4,805)
10-560-5501 TCEQ & Harris CO Permits	1,756	2,000	1,656	1,756	87.8%	244
10-560-5504 Landscaping Maintenance	92,388	40,000	10,623	48,145	120.4%	(8,145)
10-560-5505 Gator Fuel & Maintenance	45	750	0	395	52.6%	355
10-560-5506 Right of Way Mowing	19,718	40,000	0	72,888	182.2%	(32,888)
10-560-5507 Road & Sign Repair	26,742	30,000	0	5,529	18.4%	24,471
10-560-5508 ROW Water/Planting	1,597	2,000	669	7,752	387.6%	(5,752)
10-560-5509 Tree Care/Removal	13,672	15,000	0	24,860	165.7%	(9,860)
10-560-5510 Road/Drainage Maintenance	1,277	12,000	0	4,259	35.5%	7,741
10-560-5515 Landscape Improvements	30,671	100,000	35,391	52,836	52.8%	47,164
10-560-5516 Equipment Maintenance	2,201	2,500	186	1,731	69.3%	769
10-560-5517 Street Maintenance	0	12,000	3,380	5,173	43.1%	6,827
Maintenance and Repair:	191,251	256,250	51,768	233,182	91.0%	26,120
<u>Other Expenses</u>						
10-560-5600 Capital Equipment		0	0	12,750	n/a	(12,750)
Total Other Expenses			0	12,750		(12,750)
TOTAL PUBLIC WORKS DIVISION:	\$191,251	\$256,250	\$51,768	\$245,932	96.0%	\$13,370

	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<u>CAPITAL OUTLAY PROGRAMS</u>						
<u>General Capital / Maintenance Programs</u>						
10-570-5606 Road/Drainage Projects	15,125	0	0	0	n/a	0
	15,125	0	0	0	n/a	0
<u>Major Capital / Maintenance Programs</u>						
10-570-5702 Paving Improvements			0	27,151		
10-570-5806 Drainage and Sidewalks	25,563	0			n/a	0
10-570-5808 Wilding Lane	271,069	0	0	0	n/a	0
10-580-5809 96" Stormwater Replacement	116,721	1,447,000	49,772	1,541,919	106.6%	(94,919)
10-580-5810 Tokeneke - Country Squire	550,126	384,311	0	307,085	79.9%	77,226
10-580-5811 Capital Programming	68,155	0	0	131,126	n/a	(131,126)
10-580-5821 Williamsburg	27,942	187,215	1,898	42,702	22.8%	144,513
10-580-5822 Bothwell Way	0	67,500	0	0	0.0%	67,500
10-580-5823 Windermere Outfall Project	0	304,200	0	0	0.0%	304,200
10-580-5824 Smithdale Landscape/Sidewalk	0	178,690	0	0	0.0%	178,690
10-580-5825 Community Beautification	0	440,260	3,530	107,785	24.5%	332,475
10-580-5826 Harris Co. Signal Participation	0	100,000	0	0	0.0%	100,000
	1,059,576	3,109,176	55,200	2,157,768	69.4%	978,559
TOTAL CAPITAL OUTLAY PROGRAMS:	\$1,074,701	\$3,109,176	\$55,200	\$2,157,768	69.4%	\$978,559
TOTAL EXPENDITURES:	\$6,995,368	\$10,121,883	\$716,234	\$8,728,643	86.2%	\$1,420,044



Piney Point Village TEXAS

Statement of Revenue & Expenditures For Month Ended: November 30, 2023

DEBT SERVICE FUND

	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
REVENUES						
PROPERTY TAXES	907,736	899,330	(2,496)	919,870	102.3%	(20,540)
Total Property Tax :	907,736	899,330	(2,496)	919,870	102.3%	(20,540)
INTEREST	52,760	10,000	1,089	45,716	457.2%	(35,716)
TOTAL OPERATING	960,496	909,330	(1,406)	965,587	106.2%	(56,257)
TOTAL REVENUES	\$960,496	\$909,330	(\$1,406)	\$965,587	106.2%	(\$56,257)
EXPENDITURES						
TAX BOND PRINCIPAL	765,000	790,000	0	790,000	100.0%	0
TAX BOND INTEREST	107,950	84,950	0	84,950	100.0%	0
FISCAL AGENT FEES	3,000	3,000	0	3,000	100.0%	0
OPERATING EXPENDITURES	875,950	877,950	0	877,950	100.0%	0
TOTAL EXPENDITURES	\$875,950	\$877,950	\$0	\$877,950	100.0%	\$0
REVENUE OVER/(UNDER) EXPENDITURES	84,546	31,380	(1,406)	87,637		

ITEM A (ii.)

PROPERTY TAX REPORT – November 2023

**City of Piney Point Village
Monthly Tax Office Report
November 30, 2023**

Prepared by: Elizabeth Ruiz, Tax Assessor/Collector

A. Current Taxable Value \$ 3,072,372,900

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

	Current 2022 Tax Year	Delinquent 2021 & Prior Tax Years	Total
Original Levy 0.25514	\$ 6,994,791.16	\$ -	\$ 6,994,791.16
Carryover Balance	-	147,884.68	147,884.68
Adjustments	450,888.36	(39,830.55)	411,057.81
Adjusted Levy	<u>7,445,679.52</u>	<u>108,054.13</u>	<u>7,553,733.65</u>
Less Collections Y-T-D	7,410,036.41	(37.94)	7,409,998.47
Receivable Balance	<u>\$ 35,643.11</u>	<u>\$ 108,092.07</u>	<u>\$ 143,735.18</u>

C. COLLECTION RECAP:

Current Month:	Current 2022 Tax Year	Delinquent 2021 & Prior Tax Years	Total
Base Tax	\$ (1,433.28)	\$ (10,875.10)	\$ (12,308.38)
Penalty & Interest	797.70	(971.18)	(173.48)
Attorney Fees	637.94	(814.36)	(176.42)
Other Fees	-	3.64	3.64
Total Collections	<u>\$ 2.36</u>	<u>\$ (12,657.00)</u>	<u>\$ (12,654.64)</u>

Year-To-Date:	Current 2022 Tax Year	Delinquent 2021 & Prior Tax Years	Total
Base Tax:	\$ 7,410,036.41	\$ (37.94)	\$ 7,409,998.47
Penalty & Interest	36,724.09	12,832.24	49,556.33
Attorney Fees	5,108.47	10,049.50	15,157.97
Other Fees	20.40	818.65	839.05
Total Collections	<u>\$ 7,451,889.37</u>	<u>\$ 23,662.45</u>	<u>\$ 7,475,551.82</u>

Percent of Adjusted Levy	<u>100.08%</u>	<u>100.40%</u>
--------------------------	----------------	----------------

MONTHLY TAX OFFICE REPORT
Tax A/R Summary by Year
November 30, 2023

YEAR	BEGINNING BALANCE AS OF 12/31/2022	ADJUSTMENTS	COLLECTIONS	ENDING BALANCE AS OF 11/30/2023
21	\$ 43,690.21	\$ (12,593.60)	\$ 5,507.24	\$ 25,589.37
2020	28,555.27	(15,246.60)	(3,068.76)	16,377.43
19	22,688.76	(4,023.31)	2,325.71	16,339.74
18	13,064.06	(3,725.80)	(819.22)	10,157.48
17	4,648.01	(1,890.68)	(1,859.21)	4,616.54
16	4,577.04	(2,190.65)	(2,160.13)	4,546.52
15	4,154.85	0.01	-	4,154.86
14	3,783.69	-	12.06	3,771.63
13	3,467.82	-	24.37	3,443.45
12	2,787.74	(115.24)	-	2,672.50
11	3,180.89	-	-	3,180.89
10	3,007.68	-	-	3,007.68
09	2,737.28	-	-	2,737.28
08	2,491.47	-	-	2,491.47
07	2,455.76	-	-	2,455.76
06	2,365.71	-	-	2,365.71
05	75.13	-	-	75.13
04	63.95	-	-	63.95
03	44.68	-	-	44.68
02	44.68	(44.68)	-	-
	<u>\$ 147,884.68</u>	<u>\$ (39,830.55)</u>	<u>\$ (37.94)</u>	<u>\$ 108,092.07</u>

ITEM A (iii.)

DISBURSEMENTS

Bright Landscape Designs, Inc

9302 Reid Lake Drive
Houston, TX 77064

Invoice

Date	Invoice #
10/24/2023	6710

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

Description	P.O. No.	Terms	Project
			July 2023 - Greenbay b...
Description	Qty	Rate	Amount
GREENBAY RD BETWEEN ROBBINS RD AND TYNBRIDGE			
Eagleston Holly Tree(7'-8')	2	518.40	1,036.80
Turks Cap - Red (14"-16")	27	32.16593	868.48
Fern - Foxtail	54	29.97	1,618.38
Pine - Loblolly(8'-9')	5	380.70	1,903.50
Crape Myrtle - Tuscarora (7'-9')	5	340.20	1,701.00
Yaupon - Dwarf (8")	23	24.94783	573.80
Ligustrum - sunshine (18"-20")	23	38.88	894.24
Liriope - Giant	63	6.08397	383.29
Redbud Tree- Merlot (7'-8')	5	421.20	2,106.00
Pittosporum - Green (20"-22")	23	42.12	968.76
Lantana - New Gold	80	12.15	972.00
Asian Jasmine	108	3.65398	394.63
Ajuga - Burgundy Glow	21	41.99381	881.87
Magnolia - 'Lil Gem' (5')	2	405.00	810.00
Holly Fern	17	34.83	592.11
Japanese Yew (4')	16	170.10	2,721.60
Ginger - Variegated (16"-20")	32	31.19406	998.21
Grass - Variegated Aztec	62	6.64194	411.80
Subtotal			
Sales Tax (0.0%)			
Total			
Payments/Credits			
Balance Due			

Phone #
2814963576

E-mail
carol@brightlandscapedesigns.com

Bright Landscape Designs, Inc

9302 Reid Lake Drive
Houston, TX 77064

Invoice

Date	Invoice #
10/24/2023	6710

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

Description	P.O. No.	Terms	Project
			July 2023 - Greenbay b...
Description	Qty	Rate	Amount
Maple-Red (12'-14')	2	672.30	1,344.60
Juniper - Prostrata	22	23.97591	527.47
Gulf Coast Muhly Grass	6	24.22833	145.37
Moss Rock Boulders (5 @ approx 600# each)	1.5	300.00	450.00
Bull Rock	3	127.50	382.50
Bendaboard - Brown - 4" X 20' - includes stakes and screws OR	7	67.50	472.50
9-Steel-Edging - Brown - 16' @ \$924.75			
Premium Mix Compost	33	54.00	1,782.00
Pine Deco Mulch	17	45.00	765.00
Metal Tree Stake with strap 6'	38	12.15	461.70
Landscape Fabric/300 sq ft roll	1	90.00	90.00
Landscape Fabric Staples	0.5	82.50	41.25
Landscape Special Gravel	1	120.00	120.00
Oklahoma Flagstone - 1.5" thick - 12 pieces approximately 18" X 24"	0.3	570.00	171.00
TOTAL PLANTS & MATERIALS			26,589.86
LABOR, PICKUP, DELIVERY, DISPOSAL, INVENTORY ITEMS, ETC.		25,933.56	25,933.56
Subtotal			
Sales Tax (0.0%)			
Total			
Payments/Credits			
Balance Due			

Phone #
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Invoice

Date	Invoice #
10/24/2023	6710

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

Description	P.O. No.	Terms	Project
			July 2023 - Greenbay b...
Description	Qty	Rate	Amount
Subtotal			52,523.42
REPEAT CUSTOMER DISCOUNT		-5.00%	-2,626.17
Subtotal			49,897.25
NOTE: THIS ESTIMATE DOES NOT INCLUDE ANY SOD OR YARD MIX OR LABOR TO INSTALL WHICH MAY BE NECESSARY.			
NOTE: ESTIMATE DOES NOT INCLUDE ANY SPRINKLER SYSTEM ADJUSTMENTS			
Subtotal			
Sales Tax (0.0%)			
Total			
Payments/Credits			
Balance Due			

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Invoice

Date	Invoice #
10/24/2023	6710

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

Description	Qty	Rate	Amount	P.O. No.	Terms	Project
						July 2023 - Greenbay b...
<p>Notes: 1) This estimate is based upon the above plants and materials and condition of property at time of site inspection by Bright Landscape Designs, Inc. Deviations from original accepted estimate/design for plants, materials and labor will be adjusted at retail cost for plants and materials and at \$51 per man hour. 2) Please turn sprinkler system off if set to run the afternoon before or morning of scheduled work. 3) Any main line or water lines that run under area where we will be installing patio it is recommended that it be moved. But cost is not included in estimate. 4) Unless specified sprinkler adjustments/repairs or additions are not included in estimate. 5)Options are not included in bottom line of estimate. 6) There is no guarantee on seasonal color. 7) There is no guarantee on Sod</p> <p>Payment Terms: 1) 40% deposit due at time customer signs and returns estimate to Bright Landscape Designs, Inc. 2) Remaining balance (adjusted for changes made at time of installation) due upon receipt of invoice. 3) If job takes more than 2 weeks, there will be an intermediate draw of 35% of remaining balance.</p>						
				Subtotal		
				Sales Tax (0.0%)		
				Total		
				Payments/Credits		
				Balance Due		

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Bright Landscape Designs, Inc

9302 Reid Lake Drive
Houston, TX 77064

Invoice

Date	Invoice #
10/24/2023	6710

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

Description	P.O. No.	Terms	Project
			July 2023 - Greenbay b...
Description	Qty	Rate	Amount
WANT TO EARN YOUR BONUS POINTS? WE NOW ACCEPT MASTERCARD/VISA/DISCOVER			
		Subtotal	\$49,897.25
		Sales Tax (0.0%)	\$0.00
		Total	\$49,897.25
		Payments/Credits	-\$17,698.35
		Balance Due	\$32,198.90

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Bright Landscape Designs, Inc

9302 Reid Lake Drive
Houston, TX 77064

Invoice

Date	Invoice #
11/17/2023	6739

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

	P.O. No.	Terms	Project
			October 2023
Description	Qty	Rate	Amount
GREENBAY RD BETWEEN TYNEBRIDGE AND ROBBINS ROAD			
REGRADE AND RESOD BAD LAWN AREAS			
Palmetto Sod - Pallet	3	277.50	832.50
Yard Mix	6	48.00	288.00
TOTAL PLANTS & MATERIALS			1,120.50
LABOR, PICKUP, DELIVERY, DISPOSAL, INVENTORY ITEMS, ETC.		2,595.58	2,595.58
Subtotal			3,716.08
REPEAT CUSTOMER DISCOUNT		-5.00%	-185.80
Subtotal			3,530.28
NOTE: SOD IS NOT COVERED BY GUARANTEE			
Subtotal			
Sales Tax (0.0%)			
Total			
Payments/Credits			
Balance Due			

Phone #
2814963576

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carol@brightlandscapedesigns.com

Bright Landscape Designs, Inc

9302 Reid Lake Drive
Houston, TX 77064

Invoice

Date	Invoice #
11/17/2023	6739

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

Description	P.O. No.	Terms	Project
	Qty	Rate	Amount
<p>Notes: 1) This estimate is based upon the above plants and materials and condition of property at time of site inspection by Bright Landscape Designs, Inc. Deviations from original accepted estimate/design for plants, materials and labor will be adjusted at retail cost for plants and materials and at \$51 per man hour. 2) Please turn sprinkler system off if set to run the afternoon before or morning of scheduled work. 3) Any main line or water lines that run under area where we will be installing patio it is recommended that it be moved. But cost is not included in estimate. 4) Unless specified sprinkler adjustments/repairs or additions are not included in estimate. 5)Options are not included in bottom line of estimate. 6) There is no guarantee on seasonal color. 7) There is no guarantee on Sod</p> <p>Payment Terms: 1) 40% deposit due at time customer signs and returns estimate to Bright Landscape Designs, Inc. 2) Remaining balance (adjusted for changes made at time of installation) due upon receipt of invoice. 3) If job takes more than 2 weeks, there will be an intermediate draw of 35% of remaining balance.</p>			October 2023
		Subtotal	
		Sales Tax (0.0%)	
		Total	
		Payments/Credits	
		Balance Due	

Phone #
2814963576

E-mail
carol@brightlandscapedesigns.com

Bright Landscape Designs, Inc

9302 Reid Lake Drive
Houston, TX 77064

Invoice

Date	Invoice #
11/17/2023	6739

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

Description	P.O. No.	Terms	Project
			October 2023
Description	Qty	Rate	Amount
WANT TO EARN YOUR BONUS POINTS? WE NOW ACCEPT MASTERCARD/VISA/DISCOVER			
		Subtotal	\$3,530.28
		Sales Tax (0.0%)	\$0.00
		Total	\$3,530.28
		Payments/Credits	\$0.00
		Balance Due	\$3,530.28

Phone #
2814963576

E-mail
carol@brightlandscapedesigns.com



December 14, 2023

Mr. Bobby Pennington
City of Piney Point Village
7676 Woodway, Suite 300
Houston, Texas 77063

Re: Request for Payment – PPV 96-inch CMP-Temporary Water Barricade Rental
City of Piney Point Village
HDR Job No. 10361767

Dear Mr. Pennington:

Please find the attached invoice for payment for the above referenced project from Stripes and Stops Co., Inc. This invoice is for the May-November 2023 rentals of 100-feet of traffic water barricades on South Piney Point Road to protect traffic from the washout and excavation due to the collapse and replacement of the 96-inch CMP. We have reviewed the invoice numbered 46830 and recommend payment in the amount of \$17,010.00.

Sincerely,

HDR Engineering, Inc.

Joseph Moore, P.E., CFM
City Engineer

Enclosures





2323 Greens Road
 Houston, TX 77032
 Phone: (281) 821-3307
 Fax: (281) 821-5680

REVISED
 12/14/23

Invoice

Date: 11/14/2023
 Invoice #: 46830

www.stripesandstops.com

Bill To:

City of Piney Point Village
 7676 Woodway Drive
 Suite # 300
 Houston, Texas 77063

Job Information:

Water Barricades Rental
 HDR Eng. Joe Moore 713-576-3660
 SR#51804 RP#
 Est#17796
 REVISED 12/14/23 LJW

P.O. No.	Terms	Due Date
HDR	Net 30	12/14/2023

Description	Qty	Rate	Time	Amount
Rental Of Water Barricades \$270day/\$810week/\$2430month each plus tax Rental Period 4/27/2023-11/13/2023 RENTAL COMPLETE	100	MO	7	17,010.00

Thank you for your business.

Subtotal	\$17,010.00
Sales Tax (8.25%)	\$0.00
Total	\$17,010.00
<i>Payments/Credits</i>	<i>\$0.00</i>
Balance Due	\$17,010.00

TO: Mayor and City Council

FROM: R. Pennington, City Administrator

MEETING DATE: December 18, 2023

SUBJECT: Consideration and possible action on approving the Interlocal Agreement with the City of Houston for improvements to the existing 24" outfall storm sewer system located at 14 Windermere Lane within the City of Piney Point Village and 102" outfall storm sewer system located at 15 Windermere Lane within the City of Houston.

Agenda Item: 11

Summary

This is an agreement between the cities of Houston and Piney Point Village with the aim of improving the existing storm sewer system. The system comprises a 24-inch outfall situated at 14 Windermere Lane in Piney Point Village and a 102-inch outfall located at 15 Windermere Lane in Houston. To access the equipment and materials required for the improvement work at both sites, the route is via Houston's 20-foot easement. However, there are obstacles that overlap this easement, complicating access.

A few months ago, the council and staff received an initial draft of the proposed interlocal agreement. However, there were concerns about the agreement's fairness. The red-line is intended to address those concerns. It is important to note that, as of now, the City of Houston is still working with the EOR to obtain an updated final construction cost estimate. This is necessary to indicate the estimated distribution between Houston and Piney Point's share of the cost.

Recommendation

The staff is seeking feedback on the updated Interlocal Agreement before proceeding with any additional actions.

INTERLOCAL AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

THIS INTERLOCAL AGREEMENT is made and entered into pursuant to Chapter 791 of the Texas Government Code by and between the **CITY OF HOUSTON** ("Houston"), and the **CITY OF PINEY POINT VILLAGE** ("Piney Point"), each a municipal corporation being organized and existing under the laws of the State of Texas and being located in Harris County, Texas. This Agreement is made in accordance with the Interlocal Cooperation Act, Tex. Gov't Code Ann, Ch. 791.

The Parties agree as follows:

ARTICLE I. **FINDINGS AND DEFINITIONS**

1.1 Recitals

- 1.1.1 Houston owns and maintains the 102" diameter Windermere Outfall that is utilized to drain the City of Houston; and
- 1.1.2 Piney Point owns and maintains the 24" diameter Windermere Outfall that is utilized to drain the City of Piney Point Village; and
- 1.1.3 The Parties desire to cause certain improvements to be made to the Windermere Outfall, located at 14 and 15 Windermere Lane, Piney Point Village, Texas;
- 1.1.4. The Parties agree that it is in the public interest of both Houston and Piney Point to cause these certain improvements to be made, as the joint project will aid in mitigating drainage and erosion along Buffalo Bayou, help prevent flooding, and improve the existing outfall storm sewer system serving both Piney Point Village and Houston; and
- 1.1.5 The Parties agree that the respective rights, duties, and obligations regarding this joint project are as specified in this Interlocal Agreement.

1.2 Determinations. Houston and Piney Point find that the recitals set forth in Article I, Section 1.1 are determined to be true and correct for all purposes.

1.3 Definitions. All terms used in this Agreement shall have the meanings given herein, unless otherwise specified.

- 1.3.1 *"Agreement"* means this contract between the Parties, including all exhibits and any written amendments authorized by Houston and Piney Point.
- 1.3.2 *"Director"* means the Director of the City of Houston's Houston Public Works, or such person as he or she shall designate to administer this Agreement.
- 1.3.3 *"Effective Date"* means the date shown as the date countersignature on the signature page of this Agreement.
- 1.3.4 *"Houston"* is defined in the preamble of this Agreement and includes its successors and assigns.

- 1.3.5 “*Outside Counsel Contract And Associated Litigation Costs*” means the costs incurred by Houston’s outside legal counsel and the associated costs (i.e., appraisal costs, expert witness costs, among other expenses) related to the Project. As of the Countersignature Date, the amount is \$275,000.00, which will be supplemented and amended in future years due to the ongoing litigation related to the Project.
- 1.3.6 “*Party*” or “*Parties*” means Houston or Piney Point, individually or collectively as indicated in the context in which it appears.
- 1.3.7 “*Piney Point*” is defined in the preamble of this Agreement and includes its successors and assigns.
- 1.3.8 “*Project*” means the improvements to the existing 24" outfall storm sewer system located at 14 Windermere Lane located within the City of Piney Point Village and 102" outfall storm sewer system located at 15 Windermere Lane located within the City of Houston.
- 1.3.9 “*Term*” means the period of time described in Article V, Section 5.1, during which this Agreement is in effect.

1.4 Parts Incorporated. The following exhibits are attached and incorporated into this Agreement:

Exhibit	Name
A	Layout Plan
B	Engineer's Cost Estimate for Cost Share Between City of Houston and City of Piney Point

1.5 Controlling Parts. If a conflict among the sections and exhibits arises, the sections control over the exhibits.

ARTICLE II.
PROJECT

2.1 Project. The Project consists of improvements to the existing 24" outfall storm sewer system located at 14 Windermere Lane within the City of Piney Point Village and 102" outfall storm sewer system located at 15 Windermere Lane within the City of Houston.

2.2 Layout Plan. The Layout Plan is a schematic drawing depicting Houston's 20 foot easement and the route of roadway through Houston's 20 foot easement and attached as **Exhibit A.** Exhibit A may be amended from time to time by mutual agreement between Piney Point's Mayor or his designee and Houston's Director of Houston Public Works or his or her designee.

ARTICLE III.
PINEY POINT'S DUTIES

3.1 Project Plans.

- 3.1.1 Houston shall prepare or cause to be prepared design plans for the improvements to the existing 24" outfall located at 14 Windermere Lane to design and engineering standards required by Piney Point.
- 3.1.2 The design plans for the improvements to the existing 24" outfall located at 14 Windermere Lane shall include an estimate for the cost of work. The estimate of for the cost of work shall be submitted to Piney Point and its selected engineer along with the design plans.
- 3.1.3 Piney Point shall review and approve the project plans for the existing 24" outfall located at 14 Windermere Lane.

3.2 Secure Access. Houston shall coordinate and secure access to the existing 20 foot easement located behind lots 14 through 19 Windermere Lane, from the property owners. Piney Point will assist Houston in securing a right of access required for construction purposes.

3.3 Project Costs.

- 3.3.1 Piney Point shall be responsible for the costs to construct the improvements to the existing 24" outfall located at 14 Windermere Lane. A construction cost estimate is attached and incorporated herein as **Exhibit B**.
- 3.3.2 Piney Point shall be responsible for:
 - 3.3.2.1 50% of the costs associated with costs of the access easement, including fencing, temporary pathway, and restoration; and
 - 3.3.2.2 100% of the costs associated with the cost to perform bank stabilization of 30' on either side of the 24" outfall.
- 3.3.3 Piney Point shall be responsible for its proportionate share of the costs associated with the Project's construction management and inspection (CMI). Piney Point's CMI share shall be the same percentage share as the cost for the total construction cost.
- 3.3.4 Both Parties shall have the right to review any and all bids for the Project. Houston, in its sole discretion, shall accept, or reject, any and all bids for the Project.

3.4 Payment.

- 3.4.1 Piney Point shall remit to Houston the amount specified in the design professional's estimate cost of work for the improvements to the 24" outfall located at 14 Windermere Lane within 30 days of the date of receipt of the City's issuance of the Notice of Intent to Award to the selected construction contractor.
- 3.4.2 If, at the completion or termination of the Project, Houston determines that additional funding is needed for improvements to the 24" outfall located at 14 Windermere Lane or for restoration of the access easement, Houston shall notify Piney Point in writing. Piney Point shall make payment within 30 days from receipt of Houston's written notification.
- 3.4.3 Should Houston approve a change order for construction related to the 24" outfall located at 14 Windermere Lane, Piney Point shall pay 100% of the cost of that change order. Houston shall not pay for any construction change order related to the 24" outfall located at 14 Windermere Lane.

- 3.4.4 Should Houston approve a change order for construction related to the access easement, which include fencing, temporary pathway, and restoration attributable to the 24" outfall located at 14 Windermere Lane, Piney Point shall pay at least 50% of the cost of that change order. Houston shall not pay for more than 50% of any change order related to the access easement of the 24" outfall located at 14 Windermere Lane.
- 3.4.5 Piney Point's funding responsibility shall not exceed \$_____ without the prior consent and authorization of Piney Point.
- 3.4.6 Piney Point shall pay its obligations hereunder from available current revenues.
- 3.5 Maintenance.** Upon completion of the Project, Piney Point shall assume the maintenance obligations for the 24" outfall located at 14 Windermere.
- 3.6 Litigation Expenses related to the Project.** After mutual consent of Houston and Piney Point, Piney Point shall pay a proportionate share of the Outside Counsel Contract And Associated Litigation Costs. Piney Point shall make payment 30 days after receipt of Houston's invoice for the Outside Counsel Contract And Associated Litigation Costs.

ARTICLE IV.
HOUSTON'S DUTIES

- 4.1 Project Plans.** Houston shall prepare or cause to be prepared design plans for the improvements to the existing 24" outfall located at 14 Windermere Lane and the 102" outfall located at 15 Windermere Lane.
- 4.3 Project Costs.**
- 4.3.1 Houston shall be responsible for the costs to construct the improvements to the existing 102" outfall located at 15 Windermere Lane.
- 4.3.2 Houston shall be responsible for 50% of the costs related to the access easement, including fencing, temporary pathway and restoration.
- 4.3.3 Houston shall provide Piney Point copies of all approved monthly pay estimates and change orders.
- 4.3.4 Funds paid by Piney Point to Houston will be used solely for the construction of the Project, including costs related to the Project's construction management and inspection.
- 4.4 Construction.**
- 4.4.1 Houston will advertise for and receive bids for the construction of the Project based upon the approved bid documents and plans and specifications. Upon receipt and tabulation of all bids, Houston will determine the lowest responsive and responsible bidder for the Project in accordance with State law.
- 4.4.2 Houston will act as administrator of the Project, and will execute all bid documents, contracts, insurance agreements, bonds, and other such documents as required by law to facilitate the construction of the Project.
- 4.4.3 Houston shall require that the construction contractor submit a good and sufficient statutory payment and performance bond in the amount of the contract for the

construction of the Project, conditioned upon the construction contractor's full and timely performance of the contract.

- 4.4.4 Houston shall require that the construction contractor's insurance policies name Piney Point as an Additional Insured. All such insurance policies, with the exception of Workers Compensation, shall be in such amounts as determined by Houston.
- 4.4.5 Houston, Houston's design professional, or Houston's construction management and inspection firm shall administer and supervise construction of the Project; provided, however, that Piney Point or its designated representative(s) shall have access at all reasonable times to the construction site and to all relevant plans, specifications, contract documents and records in order to verify that all work is performed in compliance with this Agreement.

4.5 Insurance.

- 4.5.1 Houston shall require that any entity working for Piney Point on this Project (hereinafter referred to as "Entity") to provide the following insurance:
 - 4.5.1.1 Workers' compensation covering the entity in the amount required by law;
 - 4.5.1.2 Employer's Liability (minimum limits of \$500,000 for Bodily Injury by Accident for each accident, \$500,000 for Bodily Injury by Disease as a policy limit, and \$500,000 for Bodily Injury by . Disease for each employee)
 - 4.5.1.3 Commercial General Liability Insurance including broad form coverage, contractual liability, bodily and personal injury, and completed operations for bodily and property damage (minimum limits of \$1,000,000 per occurrence, with a minimum aggregate limit of \$2,000,000);
 - 4.5.1.4 Comprehensive Automobile Liability Insurance, including owned and non-owned, as well as hired, vehicles used for the project (limits of \$1,000,000 combined single limit for each single occurrence); and
 - 4.5.1.5 Professional Liability Insurance (minimum limits of \$1,000,000 per claim, and \$2,000,000 aggregate).
- 4.5.2 If professional liability coverage is written on a "claims made" basis, the covered Entity shall also provide proof of renewal each year for two years after substantial completion of the project, or in the alternative: evidence of extended reporting period coverage for a period of two years after substantial completion, or a project liability policy for the project covered by this Agreement with a duration of two years after substantial completion.
- 4.5.3 Each Entity waives any claim or right of subrogation to recover against Piney. Point or Houston and their respective officers, agents, and employees.
- 4.5.4 Each Entity shall give 30 days' written notice to Piney Point and Houston before its policies are canceled or not renewed.
- 4.5.5 Each Entity shall name Piney Point and Houston as an "Additional Insured" on the Commercial General Liability and Comprehensive Automobile Liability policies.

- 4.6 Maintenance.** Upon completion of the Project, Houston shall assume the maintenance obligations for the 102" outfall located at 15 Windermere Lane.
- 4.7 Accounting.** Houston shall establish a separate account or system of accounting of the funds paid by Piney Point to Houston. The account or system shall be maintained until completion of the Project, at which time Houston will perform or cause to be performed a final accounting and promptly pay over any excess funds to Piney Point. Piney Point, or its designated representative(s), shall have reasonable access to the account information at anytime during the Project or for a period of three years following completion of the Project.
- 4.8 Limit of Appropriation.** Piney Point recognizes that under certain provisions of the Charter of the City of Houston, Houston may not obligate itself by contract to an extent in excess of an amount therefor appropriated by Houston's City Council and further recognizes that no funds have been appropriated by Houston's City Council.

ARTICLE V. **TERM & TERMINATION**

- 5.1 Term.** This Agreement is effective on the Countersignature Date and remains in effect until December 31, 2026, or upon completion of the Project, whichever is later.
- 5.2 Termination.** Houston may terminate this Agreement, with or without cause, any time prior to the award of bid for the construction of the Project, by written notice to Piney Point, and Houston shall have no obligation hereunder other than to return to Piney Point any unexpended funds it holds for the Project, plus any interest earned thereon, paid by Piney Point pursuant to Article IV above. In any event, this Agreement terminates upon completion of the Project and its acceptance by both Parties.

ARTICLE VI. **MISCELLANEOUS**

- 6.1 Captions.** Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.
- 6.2 Non-Waiver.**
- 6.2.1 If either Party fails to require the other to perform a term of this Agreement, that failure does not prevent the Party from later enforcing that term and all other terms. If either Party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.
- 6.2.2 An approval by the Director, or by any other employee or agent of Houston, of any part of Piney Point's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

6.3 Written Amendment. Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of Houston (by authority of an ordinance adopted by the City. Council) and Piney Point. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

6.4 Agreement Not for Benefit of Third Parties. This Agreement is not intended to benefit any party other than the Parties to this Agreement or to impose any duty upon Houston or Piney Point toward any person or entity not a Party hereto.

6.5 Entire Agreement. Upon execution of this Agreement by both of the Parties, this Agreement shall constitute the entire agreement between the Parties for the projects.

6.6 Assignment. No Party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent, of the other Party hereto. Piney Point shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

6.7 Notices.

6.7.1 All notices required or permitted hereunder shall be in writing and shall be deemed delivered on the earlier of the following dates: the date of actual receipt or the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed herein below or at such other address as the receiving Party may have theretofore prescribed by written notice to the sending Party.

6.7.2 The initial addresses of the Parties, which one Party may change by giving written notice to the other Party, are as follows:

CITY	Piney Point
Director Houston Public Works City of Houston 611 Walker Street, 25th Floor Houston, TX 77002	ATTN: Bobby Pennington, City Administrator City of Piney Point Village 7676 Woodway Drive, Suite 300 Houston, TX 77063

6.8 Legal Construction. If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices the other Party.

6.9 Counterparts. Signatures hereto may be in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.10 Approvals. Piney Point and Houston may designate one or more officials from time to time to make any approvals or decisions required under this Agreement.

6.11 Independent Contractor. Piney Point is an independent contractor and shall perform the services provided for in this Agreement in that capacity. Houston has no control or supervisory powers over the manner or method of Piney Point's performance under this Agreement. All personnel that Piney Point uses or provides are its employees or subcontractors and not Houston's employees, agents, or subcontractors for any purpose whatsoever. Piney Point is solely responsible for the compensation of its personnel, including but not limited to: the withholding of income, social security, and other payroll taxes and all worker's compensation benefits coverage.

6.12 Joint Enterprise. This Agreement is not intended to and shall not create a joint enterprise between Piney Point and Houston. It is understood and agreed by the Parties that the personnel of one Party shall not be considered employees, agents, partners, joint venturers, or servants of the other Party to this Agreement. The Parties are undertaking governmental functions or services under this Agreement and the purpose hereof is solely to further the public good, rather than any pecuniary purpose. The Party undertaking work under this Agreement shall have a superior right to control the direction and management of such work and the responsibility for day-to-day management and control of such work, except as may otherwise expressly be provided herein.

6.13 Applicable Laws. This Agreement is subject to the laws of the State of Texas, the City of Houston Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction. Venue for any litigation relating to this Agreement is Harris County, Texas.

6.14 Force Majeure.

6.14.1 Timely performance by both Parties is essential to this Agreement. However, neither Party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts Houston or Piney Point. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a Party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in Houston, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against Houston or Piney Point, riots, strikes, court orders; and the acts of superior governmental or military authority, and which the affected Party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Force Majeure does not entitle Piney Point to extra reimbursable expenses or payment.

6.14.2 This relief is not applicable unless the affected Party does the following:

6.14.2.1 Uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and

- 6.14.2.2 Provides the other Party with prompt written notice of the cause and its anticipated effect.
- 6.14.3 The Director will review claims that a Force Majeure that directly impacts the Houston or Piney Point has occurred and render a written decision within 14 days. The decision of the Director is final.
- 6.14.4 Houston may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by Houston.
- 6.15 Inspections and Audits.** Houston representatives may perform, or have performed, (1) audits of Piney Point's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Piney Point shall keep its books and records available for this purpose for at least 3 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.
- 6.16 Enforcement.** Houston's City Attorney for or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Piney Point shall provide to Houston's City Attorney all documents and records. that Houston's City Attorney requests to assist in determining Piney Point's compliance with this Agreement, with the exception of those documents made confidential by federal or state law or regulation.
- 6.17 Ambiguities.** If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.
- 6.18 Survival.** Piney Point shall remain obligated to Houston under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.
- 6.19 Successors and Assigns.** This Agreement binds and benefits the Parties and their legal successors and permitted assigns. This Agreement does not create any personal liability on the part of any officer or agent of either Party.
- 6.20 Remedies Cumulative.** Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies, which exist now or in the future. Neither Party may terminate its duties under this Agreement except in accordance with its provisions.

(The rest of this page has been intentionally left blank.)

SIGNATURES. The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

CITY OF HOUSTON, TEXAS

CITY OF PINEY POINT VILLAGE, TEXAS

Signed by:

Signed by:

Mayor

Mayor

ATTEST/SEAL:

ATTEST/SEAL:

City Secretary

City Secretary

APPROVED:

Director, Houston Public Works

COUNTERSIGNED BY:

City Controller

COUNTERSIGNATURE DATE:

APPROVED AS TO FORM:

Assistant City Attorney

LD No.: _____

EXHIBIT A
Layout Plan

EXHIBIT B

Engineer's Cost Estimate for Cost Share Between City of Houston and City of Piney Point

ESTIMATED PINEY POINT PROJECT COST

<u>Description</u>	<u>Estimated Quality</u>	<u>Estimated Cost</u>
Stabilized construction access (to 24-inch outfall)		
Demolition (within easement)		
Clearing and grubbing		
Trench safety system (for 24-inch outfall)		
Temporary construction fencing (along easement)		
Sodding (within easement)		
Borrow (select fill)		
Temporary Roadway		
Sheet Piling		
24" dia. ASTM A572 Grade 50 Steel Pipe Piling (API ½")		
3000 PSI Class "C" Concrete for Soldier Pile		
Wall Cap Class "C" Concrete		
Structural Steel HSS 12x12 ½ Weather Steel (ASTM A847)		
Type C Manhole (42-inch and smaller storm sewer)		
Extra depth manhole (42-inch and smaller storm sewer)		
Remove and dispose existing 24-inch storm sewer		
24-inch RCP storm sewer		
Rock filled gabion mattress (@ outfall)		
Construction management and inspection		
Outside Counsel Contract And Associated Litigation Costs		
Total Estimated Piney Point Project Cost		

TO: Mayor and City Council

FROM: Joe Moore, City Engineer

MEETING DATE: December 18, 2023

SUBJECT: Discuss and take possible action on a proposal for construction for the Williamsburg Drainage Improvements Project

Agenda Item: 12

Summary

HDR presented a letter of recommendation for Williamsburg Drainage Improvements Project. On November 30, 2023, the City received five (5) bids for the project. The project was bid with General, items for 11301, 11302, 11303, 11311 Williamsburg and 11411 Wendover, Supplemental and Alternate items.

The bid summary as below:

Contractor	Total Base Bid (General, items for 11301, 11302, 11303, 11311 Williamsburg and 11411 Wendover, Supplemental and Alternate items Items)
On Par Civil Services, LLC	\$ 210,396.00
AR TurnKee Construction Company, Inc.	\$ 327,692.00
P&Z Logistics, Inc.	\$ 345,738.51
Aranda Industries LLC	\$ 473,610.00
Teamwork Construction Services, Inc.	\$ 517,881.00

HDR recommends that the City award the Williamsburg Drainage Improvements Project to On Par Civil Services, LLC.

Attachement

PPV Williamsburg Drainage Improvements Letter of Recommendation

LETTER OF RECOMMENDATION

FOR

Williamsburg Drainage Improvements Project



CITY OF PINEY POINT VILLAGE, TEXAS

DECEMBER 14, 2023

HDR Project No. 10361166



HDR ENGINEERING, INC.
4828 LOOP CENTRAL DRIVE, SUITE 800
HOUSTON, TEXAS 77081 (713) 622-9264



December 14, 2023

Mayor and City Council Members
City of Piney Point Village
7676 Woodway Drive, Suite 300
Houston, Texas 77063

Re: Letter of Recommendation for Williamsburg Drainage Improvements
Project
City of Piney Point Village
HDR Job No. 10361166

Dear Mayor and City Council Members:

On November 30, 2023, the City received five (5) bids for the above referenced project. The project was bid with General, items for 11301, 11302, 11303, 11311 Williamsburg and 11411 Wendover, Supplemental and Alternate items. The following is a summary of our bid evaluation.

1. Bid Tabulation Sheet – Five (5) construction firms participated in the bidding process. Each bid was checked for mathematical errors and/or bid irregularities. Errors were discovered on four of the bids. The appropriate correction to the errors were made and included in the attached bid tabulation. The errors did not affect the order of the bids. The project recommended for award is General, 11301, 11302, 11303, 11311 Williamsburg and 11411 Wendover items, Supplemental and Alternate items. The bids for the project are as follows:

Contractor	Total Base Bid (General, items for 11301, 11302, 11303, 11311 Williamsburg and 11411 Wendover, Supplemental and Alternate items Items)
On Par Civil Services, LLC	\$ 210,396.00
AR TurnKee Construction Company, Inc.	\$ 327,692.00
P&Z Logistics, Inc.	\$ 345,738.51
Aranda Industries LLC	\$ 473,610.00
Teamwork Construction Services, Inc.	\$ 517,881.00

A copy of the bid tabulation is attached in Section 1 of this report.



2. References – On Par Civil Services, LLC. provided a list of references on projects they previously performed as general contractors. Please see Section 2 of this report.
3. Telephone Conversation with References – HDR contacted references provided by the lowest responsive bidder, On Par Civil Services, LLC and asked them to respond to a questionnaire. HDR received overall good ratings on their previous projects of similar size and nature. The references indicated that they were satisfied with the work On Par Civil Services, LLC had performed and would use them again in the future. Copies of the questionnaires are attached in Section 3 of this report.

On Par Civil Services, LLC appears to be a responsible firm that should be capable of performing the specified work in a satisfactory manner. For these reasons listed above, HDR recommends that the City of Piney Point Village award the Williamsburg Drainage Improvements Project to On Par Civil Services, LLC.

If you have any questions, please feel free to contact us.

Sincerely,

HDR Engineering, Inc.



Joseph Moore, P.E., CFM
Project Manager

SECTION 1

Bid Tabulation

Bid Tabulation
Williamsburg Drainage Improvements Project
Bid Opening: 11/30/2023

				LOWEST BIDDER		AR TurnKey Constructions Company, Inc.		P & Z Logistics, Inc.		Aranda Industries LLC		Teamwork Construction Services, Inc.	
				On Par Civil Services, LLC									
Item	Item Description	Unit	Quantity	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
GENERAL ITEMS													
1	Traffic Control, complete in place, the sum of:	L.S.	1	\$ 3,500.00	\$ 3,500.00	\$ 21,000.00	\$ 21,000.00	\$ 11,500.00	\$ 11,500.00	\$ 40,000.00	\$ 40,000.00	\$ 7,950.00	\$ 7,950.00
2	SWP3 Plan, complete in place, the sum of:	L.S.	1	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,950.00	\$ 5,950.00
3	Asphalt point repair, Type D HMA overlay, including tack coat, 2" Type D HMA Overlay, and Type A HMA Black Base Course placed in maximum of 4" lifts, complete in place, the sum of:	S.Y.	12	\$ 260.00	\$ 3,120.00	\$ 221.00	\$ 2,652.00	\$ 80.00	\$ 960.00	\$ 200.00	\$ 2,400.00	\$ 295.00	\$ 3,540.00
General Items Total:					\$8,120.00		\$28,652.00		\$15,460.00		\$52,400.00		\$17,440.00
11301 WILLIAMSBURG ITEMS													
4	Remove and dispose of existing storm sewer, complete in place, the sum of:	L.F.	35	\$ 25.00	\$ 875.00	\$ 40.00	\$ 1,400.00	\$ 80.00	\$ 2,800.00	\$ 50.00	\$ 1,750.00	\$ 77.00	\$ 2,695.00
5	Remove culvert wingwall, complete in place, the sum of:	EA.	1	\$ 300.00	\$ 300.00	\$ 1,000.00	\$ 1,000.00	\$ 1,600.00	\$ 1,600.00	\$ 1,500.00	\$ 1,500.00	\$ 4,467.00	\$ 4,467.00
6	Remove, salvage, and reinstall post mailbox, complete in place, the sum of:	EA.	1	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 1,400.00	\$ 1,400.00	\$ 850.00	\$ 850.00	\$ 9,219.00	\$ 9,219.00
7	Remove and replace 6" thick reinforced concrete driveway, including proof rolling, level up sand, and full depth saw cut, complete in place, the sum of:	S.Y.	25	\$ 200.00	\$ 5,000.00	\$ 245.00	\$ 6,125.00	\$ 100.00	\$ 2,500.00	\$ 150.00	\$ 3,750.00	\$ 366.00	\$ 9,150.00
8	Trench safety for all storm sewers greater than 5' deep, complete in place, the sum of:	EA.	1	\$ 1.00	\$ 1.00	\$ 1,000.00	\$ 1,000.00	\$ 212.50	\$ 212.50	\$ 1,000.00	\$ 1,000.00	\$ 4,645.00	\$ 4,645.00
9	24" HDPE storm sewer including bedding and backfill, complete in place, the sum of:	L.F.	45	\$ 140.00	\$ 6,300.00	\$ 221.00	\$ 9,945.00	\$ 147.44	\$ 6,634.80	\$ 300.00	\$ 13,500.00	\$ 167.00	\$ 7,515.00
10	12" PVC for yard drain connections, all depths, complete in place, the sum of:	L.F.	25	\$ 60.00	\$ 1,500.00	\$ 111.00	\$ 2,775.00	\$ 197.00	\$ 4,925.00	\$ 150.00	\$ 3,750.00	\$ 174.00	\$ 4,350.00
11	Proposed connection to existing yard drain, complete in place, the sum of:	EA.	4	\$ 300.00	\$ 1,200.00	\$ 400.00	\$ 1,600.00	\$ 800.00	\$ 3,200.00	\$ 1,500.00	\$ 6,000.00	\$ 768.00	\$ 3,072.00
12	Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA.	1	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ 2,800.00	\$ 2,800.00	\$ 10,000.00	\$ 10,000.00	\$ 5,057.00	\$ 5,057.00
13	Trench safety for all storm sewers greater than 5' deep, complete in place, the sum of:	L.F.	45	\$ 1.00	\$ 45.00	\$ 10.00	\$ 450.00	\$ 0.50	\$ 22.50	\$ 1.00	\$ 45.00	\$ 13.00	\$ 585.00
14	Remove Stonework/Retaining Wall, complete in place, the sum of:	L.F.	15	\$ 50.00	\$ 750.00	\$ 100.00	\$ 1,500.00	\$ 800.00	\$ 12,000.00	\$ 50.00	\$ 750.00	\$ 619.00	\$ 9,285.00
15	Clearance prune, complete in place, the sum of:	EA.	1	\$ 500.00	\$ 500.00	\$ 300.00	\$ 300.00	\$ 10,500.00	\$ 10,500.00	\$ 500.00	\$ 500.00	\$ 1,950.00	\$ 1,950.00
11301 Williamsburg Items Total:					\$20,471.00		\$30,845.00		\$48,594.80		\$43,395.00		\$61,990.00
11302 WILLIAMSBURG ITEMS													
16	24" HDPE storm sewer including bedding and backfill, complete in place, the sum of:	L.F.	10	\$ 140.00	\$ 1,400.00	\$ 221.00	\$ 2,210.00	\$ 147.44	\$ 1,474.40	\$ 300.00	\$ 3,000.00	\$ 167.00	\$ 1,670.00
17	18" RCP storm sewer including bedding and backfill, complete in place, the sum of:	L.F.	10	\$ 115.00	\$ 1,150.00	\$ 218.00	\$ 2,180.00	\$ 220.00	\$ 2,200.00	\$ 300.00	\$ 3,000.00	\$ 200.00	\$ 2,000.00
18	8" PVC for yard drain connections, all depths, complete in place, the sum of:	L.F.	20	\$ 25.00	\$ 500.00	\$ 111.00	\$ 2,220.00	\$ 141.25	\$ 2,825.00	\$ 120.00	\$ 2,400.00	\$ 162.00	\$ 3,240.00
19	Proposed connection to existing yard drain, complete in place, the sum of:	EA.	2	\$ 300.00	\$ 600.00	\$ 450.00	\$ 900.00	\$ 400.00	\$ 800.00	\$ 1,500.00	\$ 3,000.00	\$ 768.00	\$ 1,536.00
20	Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA.	1	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 2,800.00	\$ 2,800.00	\$ 10,000.00	\$ 10,000.00	\$ 5,057.00	\$ 5,057.00
21	Connect proposed storm sewer to existing storm culvert with concrete collar, complete in place, the sum of:	EA.	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 800.00	\$ 800.00	\$ 5,000.00	\$ 5,000.00	\$ 9,442.00	\$ 9,442.00
22	Trench safety for all storm sewers greater than 5' deep, complete in place, the sum of:	L.F.	10	\$ 1.00	\$ 10.00	\$ 500.00	\$ 5,000.00	\$ 0.50	\$ 5.00	\$ 1.00	\$ 10.00	\$ 13.00	\$ 130.00
11302 Williamsburg Items Total:					\$10,160.00		\$20,510.00		\$10,904.40		\$26,410.00		\$23,075.00
11303 WILLIAMSBURG ITEMS													
23	Remove and dispose of existing storm sewer, complete in place, the sum of:	L.F.	22	\$ 25.00	\$ 550.00	\$ 50.00	\$ 1,100.00	\$ 60.00	\$ 1,320.00	\$ 50.00	\$ 1,100.00	\$ 77.00	\$ 1,694.00
24	Remove, salvage, and reinstall post mailbox, complete in place, the sum of:	EA.	1	\$ 400.00	\$ 400.00	\$ 750.00	\$ 750.00	\$ 300.00	\$ 300.00	\$ 850.00	\$ 850.00	\$ 9,219.00	\$ 9,219.00
25	Remove and replace 6" thick reinforced concrete driveway, including proof rolling, level up sand, and full depth saw cut, complete in place, the sum of:	S.Y.	28	\$ 155.00	\$ 4,340.00	\$ 245.00	\$ 6,860.00	\$ 140.00	\$ 3,920.00	\$ 150.00	\$ 4,200.00	\$ 366.00	\$ 10,248.00
26	Temporary driveways, complete in place, the sum of:	EA.	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 4,500.00	\$ 4,500.00	\$ 500.00	\$ 500.00	\$ 2,168.00	\$ 2,168.00

Bid Tabulation
Williamsburg Drainage Improvements Project
Bid Opening: 11/30/2023

27	24" HDPE storm sewer including bedding and backfill, complete in place, the sum of:	L.F.	30	\$ 140.00	\$ 4,200.00	\$ 221.00	\$ 6,630.00	\$ 147.44	\$ 4,423.20	\$ 300.00	\$ 9,000.00	\$ 167.00	\$ 5,010.00
28	12" PVC for yard drain connections, all depths, complete in place, the sum of:	L.F.	25	\$ 35.00	\$ 875.00	\$ 111.00	\$ 2,775.00	\$ 134.25	\$ 3,356.25	\$ 150.00	\$ 3,750.00	\$ 174.00	\$ 4,350.00
29	Proposed connection to existing yard drain, complete in place, the sum of:	EA.	2	\$ 500.00	\$ 1,000.00	\$ 450.00	\$ 900.00	\$ 800.00	\$ 1,600.00	\$ 1,500.00	\$ 3,000.00	\$ 768.00	\$ 1,536.00
30	Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of of:	EA.	1	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 2,800.00	\$ 2,800.00	\$ 10,000.00	\$ 10,000.00	\$ 5,057.00	\$ 5,057.00
31	Remove tree 12"-29.99", complete in place, the sum of:	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,950.00	\$ 1,950.00
32	Trench safety for all storm sewers greater than 5' deep, complete in place, the sum of:	L.F.	30	\$ 1.00	\$ 30.00	\$ 300.00	\$ 9,000.00	\$ 0.50	\$ 15.00	\$ 1.00	\$ 30.00	\$ 13.00	\$ 390.00
11303 Williamsburg Items Total:					\$17,895.00		\$35,015.00		\$23,234.45		\$33,930.00		\$41,622.00
11311 WILLIAMSBURG ITEMS													
33	Remove and dispose of existing storm sewer, complete in place, the sum of:	L.F.	50	\$ 25.00	\$ 1,250.00	\$ 50.00	\$ 2,500.00	\$ 100.00	\$ 5,000.00	\$ 50.00	\$ 2,500.00	\$ 77.00	\$ 3,850.00
34	Remove, salvage and reinstall brick mailbox, complete in place, the sum of:	EA.	1	\$ 1,200.00	\$ 1,200.00	\$ 3,000.00	\$ 3,000.00	\$ 1,800.00	\$ 1,800.00	\$ 850.00	\$ 850.00	\$ 9,219.00	\$ 9,219.00
35	Remove and replace 6" thick reinforced concrete driveway, including proof rolling, select fill level up, and full depth saw cut, complete in place, the sum of:	S.Y.	65	\$ 155.00	\$ 10,075.00	\$ 165.00	\$ 10,725.00	\$ 140.00	\$ 9,100.00	\$ 150.00	\$ 9,750.00	\$ 366.00	\$ 23,790.00
36	Temporary driveways, complete in place, the sum of:	EA.	2	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 4,500.00	\$ 9,000.00	\$ 500.00	\$ 1,000.00	\$ 2,167.00	\$ 4,334.00
37	24" HDPE storm sewer including bedding and backfill, complete in place, the sum of:	L.F.	160	\$ 140.00	\$ 22,400.00	\$ 165.00	\$ 26,400.00	\$ 147.44	\$ 23,590.40	\$ 300.00	\$ 48,000.00	\$ 167.00	\$ 26,720.00
38	8" PVC for yard drain connections, all depths, complete in place, the sum of:	L.F.	5	\$ 55.00	\$ 275.00	\$ 101.00	\$ 505.00	\$ 200.00	\$ 1,000.00	\$ 120.00	\$ 600.00	\$ 162.00	\$ 810.00
39	Proposed connection to existing yard drain, complete in place, the sum of:	EA.	1	\$ 400.00	\$ 400.00	\$ 1,000.00	\$ 1,000.00	\$ 400.00	\$ 400.00	\$ 1,500.00	\$ 1,500.00	\$ 768.00	\$ 768.00
40	Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA.	1	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ 2,800.00	\$ 2,800.00	\$ 10,000.00	\$ 10,000.00	\$ 5,057.00	\$ 5,057.00
41	Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ 2,800.00	\$ 2,800.00	\$ 10,000.00	\$ 10,000.00	\$ 5,057.00	\$ 5,057.00
42	Trench safety for all storm sewers greater than 5' deep, complete in place, the sum of:	L.F.	160	\$ 1.00	\$ 160.00	\$ 10.00	\$ 1,600.00	\$ 0.50	\$ 80.00	\$ 1.00	\$ 160.00	\$ 13.00	\$ 2,080.00
43	Remove tree 12"-29.99", complete in place, the sum of	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 900.00	\$ 1,800.00	\$ 3,000.00	\$ 6,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,950.00	\$ 3,900.00
44	Plant Caliper Size 3, 65-gallon Loblolly Pine, complete in place, the sum of:	EA	4	\$ 1,000.00	\$ 4,000.00	\$ 900.00	\$ 3,600.00	\$ 1,800.00	\$ 7,200.00	\$ 1,000.00	\$ 4,000.00	\$ 695.00	\$ 2,780.00
45	Clearance prune, complete in place, the sum of:	EA	2	\$ 500.00	\$ 1,000.00	\$ 350.00	\$ 700.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 1,950.00	\$ 3,900.00
46	Root pruning trench, complete in PLACE, the sum of:	L.F.	30	\$ 50.00	\$ 1,500.00	\$ 100.00	\$ 3,000.00	\$ 10.00	\$ 300.00	\$ 20.00	\$ 600.00	\$ 8.00	\$ 240.00
47	Tree protection fence, complete in place, the sum of:	L.F.	20	\$ 10.00	\$ 200.00	\$ 5.00	\$ 100.00	\$ 12.00	\$ 240.00	\$ 10.00	\$ 200.00	\$ 10.00	\$ 200.00
11311 Williamsburg Items Total:					\$55,460.00		\$64,930.00		\$70,310.40		\$93,160.00		\$92,705.00
11411 WENDOVER ITEMS													
48	Remove and dispose of existing storm sewer, complete in place, the sum of:	L.F.	65	\$ 25.00	\$ 1,625.00	\$ 50.00	\$ 3,250.00	\$ 30.00	\$ 1,950.00	\$ 50.00	\$ 3,250.00	\$ 77.00	\$ 5,005.00
49	Remove and replace 6" thick reinforced concrete driveway, including proof rolling, level up sand, and full depth saw cut, complete in place, the sum of:	S.Y.	25	\$ 155.00	\$ 3,875.00	\$ 185.00	\$ 4,625.00	\$ 110.00	\$ 2,750.00	\$ 150.00	\$ 3,750.00	\$ 366.00	\$ 9,150.00
50	Remove and replace 4" thick reinforced concrete walkway, complete in place, the sum of:	S.F.	160	\$ 11.00	\$ 1,760.00	\$ 20.00	\$ 3,200.00	\$ 16.00	\$ 2,560.00	\$ 15.00	\$ 2,400.00	\$ 41.00	\$ 6,560.00
51	Temporary driveways, complete in place, the sum of:	EA.	1	\$ 1,250.00	\$ 1,250.00	\$ 850.00	\$ 850.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 2,168.00	\$ 2,168.00
52	24" HDPE storm sewer including bedding and backfill, complete in place, the sum of:	L.F.	225	\$ 140.00	\$ 31,500.00	\$ 145.00	\$ 32,625.00	\$ 147.44	\$ 33,174.00	\$ 300.00	\$ 67,500.00	\$ 167.00	\$ 37,575.00
53	8" PVC for yard drain connections, all depths, complete in place, the sum of:	L.F.	10	\$ 50.00	\$ 500.00	\$ 101.00	\$ 1,010.00	\$ 190.00	\$ 1,900.00	\$ 120.00	\$ 1,200.00	\$ 162.00	\$ 1,620.00
54	Proposed connection to existing yard drain, complete in place, the sum of:	EA.	2	\$ 400.00	\$ 800.00	\$ 400.00	\$ 800.00	\$ 600.00	\$ 1,200.00	\$ 1,500.00	\$ 3,000.00	\$ 768.00	\$ 1,536.00
55	Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA	2	\$ 3,500.00	\$ 7,000.00	\$ 4,000.00	\$ 8,000.00	\$ 2,800.00	\$ 5,600.00	\$ 10,000.00	\$ 20,000.00	\$ 5,058.00	\$ 10,116.00
56	Proposed Type E Inlet, including bedding and backfill, complete in place, the sum of:	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 4,000.00	\$ 4,000.00	\$ 4,400.00	\$ 4,400.00	\$ 10,000.00	\$ 10,000.00	\$ 5,057.00	\$ 5,057.00
57	Remove existing Type E inlet top and replace with Type A inlet top, complete in place, the sum of:	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,800.00	\$ 4,800.00	\$ 5,000.00	\$ 5,000.00	\$ 11,644.00	\$ 11,644.00
58	Tie-in proposed storm sewer into existing inlet, complete in place, the sum of:	EA	1	\$ 2,200.00	\$ 2,200.00	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 5,000.00	\$ 5,000.00	\$ 6,701.00	\$ 6,701.00

Bid Tabulation
Williamsburg Drainage Improvements Project
Bid Opening: 11/30/2023

59	Trench safety for all storm sewers greater than 5' deep, complete in place, the sum of:	L.F.	225	\$ 1.00	\$ 225.00	\$ 10.00	\$ 2,250.00	\$ 0.50	\$ 112.50	\$ 1.00	\$ 225.00	\$ 13.00	\$ 2,925.00
60	Remove tree 29.99" or greater, complete in place, the sum of:	EA.	1	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,650.00	\$ 2,650.00
61	Clearance prune, complete in place, the sum of:	EA.	5	\$ 500.00	\$ 2,500.00	\$ 350.00	\$ 1,750.00	\$ 200.00	\$ 1,000.00	\$ 500.00	\$ 2,500.00	\$ 1,950.00	\$ 9,750.00
62	Root pruning trench, complete in place, the sum of:	L.F.	80	\$ 25.00	\$ 2,000.00	\$ 60.00	\$ 4,800.00	\$ 10.00	\$ 800.00	\$ 20.00	\$ 1,600.00	\$ 8.00	\$ 640.00
63	Tree protection fence, complete in place, the sum of:	L.F.	110	\$ 5.00	\$ 550.00	\$ 5.00	\$ 550.00	\$ 0.50	\$ 55.00	\$ 10.00	\$ 1,100.00	\$ 10.00	\$ 1,100.00
11411 Wendover Items Total:					\$66,285.00		\$73,710.00		\$63,601.50		\$128,525.00		\$114,197.00
SUPPLEMENTAL ITEMS													
64	Asphalt point repair, Type D HMAc overlay, including tack coat, 2" Type D HMAc Overlay, and Type A HMAc Black Base Course placed in maximum of 4" lifts, complete in place, the sum of:	S.Y.	50	\$ 50.00	\$ 2,500.00	\$ 145.00	\$ 7,250.00	\$ 90.00	\$ 4,500.00	\$ 150.00	\$ 7,500.00	\$ 295.00	\$ 14,750.00
65	Adjust inlet top elevation to match proposed grading, complete in place, the sum of:	EA.	3	\$ 10.00	\$ 30.00	\$ 450.00	\$ 1,350.00	\$ 800.00	\$ 2,400.00	\$ 3,500.00	\$ 10,500.00	\$ 3,215.00	\$ 9,645.00
66	Cement Stabilized Sand, complete in place, the sum of:	C.Y.	20	\$ 10.00	\$ 200.00	\$ 40.00	\$ 800.00	\$ 50.00	\$ 1,000.00	\$ 50.00	\$ 1,000.00	\$ 62.00	\$ 1,240.00
67	Install long side water service, complete in place, the sum of:	EA.	4	\$ 10.00	\$ 40.00	\$ 3,000.00	\$ 12,000.00	\$ 2,286.74	\$ 9,146.96	\$ 1,750.00	\$ 7,000.00	\$ 4,609.00	\$ 18,436.00
68	Install long side sewer service, complete in place, the sum of:	EA.	1	\$ 10.00	\$ 10.00	\$ 4,000.00	\$ 4,000.00	\$ 2,286.00	\$ 2,286.00	\$ 2,500.00	\$ 2,500.00	\$ 6,146.00	\$ 6,146.00
69	Install short side water service, complete in place, the sum of:	EA.	1	\$ 10.00	\$ 10.00	\$ 1,000.00	\$ 1,000.00	\$ 2,050.00	\$ 2,050.00	\$ 1,500.00	\$ 1,500.00	\$ 3,073.00	\$ 3,073.00
70	Install short side sewer service, complete in place, the sum of:	EA.	3	\$ 10.00	\$ 30.00	\$ 1,100.00	\$ 3,300.00	\$ 2,050.00	\$ 6,150.00	\$ 2,000.00	\$ 6,000.00	\$ 4,609.00	\$ 13,827.00
71	Installation and removal of piezometers, complete in place, the sum of:	EA.	2	\$ 5.00	\$ 10.00	\$ 200.00	\$ 400.00	\$ 600.00	\$ 1,200.00	\$ 100.00	\$ 200.00	\$ 695.00	\$ 1,390.00
72	Extra Bank sand, complete in place, the sum of:	C.Y.	20	\$ 10.00	\$ 200.00	\$ 20.00	\$ 400.00	\$ 50.00	\$ 1,000.00	\$ 25.00	\$ 500.00	\$ 44.00	\$ 880.00
73	Extra 1.5 sack of cement per cubic yard added to the 6" concrete driveways (total of 7.0 sack/cubic yard), complete in place, the sum of:	S.Y.	60	\$ 10.00	\$ 600.00	\$ 12.00	\$ 720.00	\$ 170.00	\$ 10,200.00	\$ 50.00	\$ 3,000.00	\$ 150.00	\$ 9,000.00
74	8" PVC for yard drain connections, all depths, complete in place, the sum of:	L.F.	50	\$ 5.00	\$ 250.00	\$ 60.00	\$ 3,000.00	\$ 140.00	\$ 7,000.00	\$ 120.00	\$ 6,000.00	\$ 162.00	\$ 8,100.00
75	Installation and removal of temporary plastic fencing with supporting T-bar posts along approximate ROW of Williamsburg Drive, per "ROW PROTECTION FENCING DETAIL" on sheet 17, complete in place, the sum of:	L.F.	1,240	\$ 5.00	\$ 6,200.00	\$ 5.00	\$ 6,200.00	\$ 10.00	\$ 12,400.00	\$ 2.00	\$ 2,480.00	\$ 8.00	\$ 9,920.00
76	Installation and removal of temporary plastic fencing with supporting T-bar posts along approximate ROW of Williamsburg Drive, per "ROW PROTECTION FENCING DETAIL" on sheet 17, complete in place, the sum of:	L.F.	1305	\$ 5.00	\$ 6,525.00	\$ 5.00	\$ 6,525.00	\$ 10.00	\$ 13,050.00	\$ 2.00	\$ 2,610.00	\$ 8.00	\$ 10,440.00
77	Well pointing for storm sewers, complete in place, the sum of:	L.F.	50	\$ 1.00	\$ 50.00	\$ 10.00	\$ 500.00	\$ 200.00	\$ 10,000.00	\$ 35.00	\$ 1,750.00	\$ 195.00	\$ 9,750.00
78	Wet condition bedding for storm sewers, complete in place, the sum of:	L.F.	50	\$ 1.00	\$ 50.00	\$ 20.00	\$ 1,000.00	\$ 200.00	\$ 10,000.00	\$ 15.00	\$ 750.00	\$ 65.00	\$ 3,250.00
Supplemental Items Total:					\$16,705.00		\$48,445.00		\$92,382.96		\$53,290.00		\$119,847.00
ALTERNATE ITEMS													
79	24" PVC SDR 26 storm sewer, by auger construction, at 11411 Wendover Lane between proposed inlet at Sta. 10+16 and proposed inlet at Sta. 11+00, complete in place, the sum of:	L.F.	85	\$ 180.00	\$ 15,300.00	\$ 301.00	\$ 25,585.00	\$ 250.00	\$ 21,250.00	\$ 500.00	\$ 42,500.00	\$ 553.00	\$ 47,005.00
Alternate Items Total:					\$15,300.00		\$25,585.00		\$21,250.00		\$42,500.00		\$47,005.00
General Items Total:					\$8,120.00		\$28,652.00		\$15,460.00		\$52,400.00		\$17,440.00
11301 Williamsburg Items Total:					\$20,471.00		\$30,845.00		\$48,594.80		\$43,395.00		\$61,990.00
11302 Williamsburg Items Total:					\$10,160.00		\$20,510.00		\$10,904.40		\$26,410.00		\$23,075.00
11303 Williamsburg Items Total:					\$17,895.00		\$35,015.00		\$23,234.45		\$33,930.00		\$41,622.00
11311 Williamsburg Items Total:					\$55,460.00		\$64,930.00		\$70,310.40		\$93,160.00		\$92,705.00
11411 Wendover Items Total:					\$66,285.00		\$73,710.00		\$63,601.50		\$128,525.00		\$114,197.00
Supplemental Items Total:					\$16,705.00		\$48,445.00		\$92,382.96		\$53,290.00		\$119,847.00
Alternate Items Total:					\$15,300.00		\$25,585.00		\$21,250.00		\$42,500.00		\$47,005.00
Total Construction Cost:					\$210,396.00		\$327,692.00		\$345,738.51		\$473,610.00		\$517,881.00

Represents Error Corrected by Engineer

SECTION 2

References



Reference Sheet

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SECTION 3

Reference Responses

REFERENCE: LJA Engineering

PROJECT: CoPPV Williamsburg Drainage Improvements

TELEPHONE NO.: (713) 380-4473

CONTACT: Cole Caraway, PE

Project: Current First project with On Par - waterline rehab project and new leads for School District and boring under railroads

QUESTIONS

1. How did On Par Civil Services, LLC perform for you on previous projects? (On a scale of 1-10)

ANSWER: "Issues with coordinating with Railroads but otherwise doing well."

2. Were you satisfied with their performance?

ANSWER: "Actual work has been good."

3. How would you rate the quality of their work? (On a scale of 1-10)

ANSWER: "For what is install so far, quality is good. Doing railroad bores this week. Line installed so far has been good. "

4. How would you rate their ability to coordinate the work with neighboring property owners? (Scale of 1-10)

ANSWER: "No issues except for railroad."

5. Did they have any problems with any jobs? If so, what was the nature of the problem?

ANSWER: "Only problem has been RR"

6. Were they able to complete projects within the time allotted? If not, what was the reason?

ANSWER: On schedule except for RR delay.

7. How would you rate their ability to cooperate with a client? (On a scale of 1-10)

ANSWER: "Has been pretty good."

8. Would you like to have them perform a job for you again?

ANSWER: "Based on what they have done so far, a normal waterline project, yes probably would."

REFERENCE: IDS Engineering Group
PROJECT: CoPPV Williamsburg Drainage Improvements
TELEPHONE NO.: (713) 462-3178
CONTACT: Bill Richmond
Project: Waterline project in Generation Park, water connection

QUESTIONS

1. How did On Par Civil Services, LLC perform for you on previous projects? (On a scale of 1-10)

ANSWER: 8 (not one to give out 10s)

2. Were you satisfied with their performance?

ANSWER: Did a good job, no problems, a few design glitches but handled well, no change orders, no pricing problems.

3. How would you rate the quality of their work? (On a scale of 1-10)

ANSWER: Pleased with quality - 8

4. How would you rate their ability to coordinate the work with neighboring property owners? (Scale of 1-10)

ANSWER: Only entity was the high school, irrigators, school officials through design engineer and project manager. No issues.

5. Did they have any problems with any jobs? If so, what was the nature of the problem?

ANSWER: No problems.

6. Were they able to complete projects within the time allotted? If not, what was the reason?

ANSWER: Yes, they did well with the schedule.

7. How would you rate their ability to cooperate with a client? (On a scale of 1-10)

ANSWER: They did well. No issues.

8. Would you like to have them perform a job for you again?

ANSWER: Sure.

REFERENCE: South Post Oak Redevelopment Authority
PROJECT: Point Repair & New Sidewalk and Curb \$245,629.40
TELEPHONE NO.:(281) 496-0066
CONTACT: Chaitanya Kasturi x 10542

QUESTIONS

1. How did On Par Utilities & Concrete perform for you on previous projects? (On a scale of 1-10)
ANSWER: "Did pretty good – 8. Knew what they were doing. Small district, requirements different than what they were used to – some administrative issues, nothing on construction side"
2. Were you satisfied with their performance?
ANSWER: "Yes"
3. How would you rate the quality of their work? (On a scale of 1-10)
ANSWER: 10 – no issues
4. How would you rate their ability to coordinate the work with neighboring property owners? (Scale of 1-10)
ANSWER: "Not much involvement"
5. Did they have any problems with any jobs? If so, what was the nature of the problem?
ANSWER: "None"
6. Were they able to complete projects within the time allotted? If not, what was the reason?
ANSWER: Yes
7. How would you rate their ability to cooperate with a client? (On a scale of 1-10)
ANSWER: Pretty good. She was their client, always responsive.
8. Would you like to have them perform a job for you again?

ANSWER: Absolutely.

REFERENCE: HC WCID#96

PROJECT: Fall Creek Park Parking Lot Addition \$109,451.65

TELEPHONE NO.:(281) 642-3009

CONTACT: Brent Fields, Construction Engineer

QUESTIONS

1. How did On Par Utilities & Concrete perform for you on previous projects? (On a scale of 1-10)
ANSWER: "pretty good, got in, got out, didn't make a mess. 9"
2. Were you satisfied with their performance?
ANSWER: "hit the ground running, kept him in the loop. He was inspector as well."
3. How would you rate the quality of their work? (On a scale of 1-10)
ANSWER: "9 really nice"
4. How would you rate their ability to coordinate the work with neighboring property owners? (Scale of 1-10)
ANSWER: "8-9 made sure we coordinated with landscapers. Only issue was to tell him to stop cutting rebar at 6am."
5. Did they have any problems with any jobs? If so, what was the nature of the problem?
ANSWER: "No problems Not at all."
6. Were they able to complete projects within the time allotted? If not, what was the reason?
ANSWER: "Yes, ma'am."
7. How would you rate their ability to cooperate with a client? (On a scale of 1-10)
ANSWER: "They had no issues. I was their client."
8. Would you like to have them perform a job for you again?

ANSWER: "Yes."

They don't use a curb machine -gotta watch their guy work. It's amazing! All monolithic.

TO: Mayor and City Council

FROM: Joe Moore, City Engineer

MEETING DATE: December 18, 2023

SUBJECT: Discuss and take possible action on a proposal for professional engineering services for the Williamsburg Drainage Improvements Project

Agenda Item: 13

Summary

HDR presented a proposal for professional engineering services for design, bid, and construction phase services for storm sewer improvements on Williamsburg at the October 24, 2022 Council meeting. Council only authorized the design phase services at that meeting. HDR is requesting Council approval for Construction Management in the amount of \$19,850.00, Part-Time Site Observation not to Exceed \$27,200.00 and Construction Material Testing not to Exceed \$5,000.00. The total estimated cost will be \$52,050.00

Attached is an executed Engineer Services for Williamsburg.



October 19, 2022

Mayor and City Council Members
City of Piney Point Village
7676 Woodway Drive; Suite 300
Houston, Texas 77063

Re: Proposal for Professional Engineering Services
Design, Bid, and Construction Phase Services for
the Williamsburg Drainage Improvements Project for the
City of Piney Point Village

HDR Engineering, Inc. (HDR) is pleased to submit this proposal for the design, bid phase, construction management, and part-time construction phase services for the above referenced project. The proposal is based on our conversations held with the City on this project. For your convenience, this proposal consists of a General Overview, Project Understanding, Scope of Services, and a Fee Schedule.

GENERAL OVERVIEW:

This proposal provides a description of the engineering services requires for the drainage improvements on Williamsburg Lane in the City of Piney Point Village. The following of a general overview of the project and the issues that are anticipated to be addressed as part of this project:

PROJECT UNDERSTANDING:

Williamsburg Lane

Currently the drainage system on Williamsburg Lane consists of a combination of open ditches with driveway culverts and a closed storm sewer pipes. Historically, the roadside ditches have held water in them because of minimal to reverse grades in the ditch flow lines due to misaligned driveway culverts. City Council request that HDR obtain survey and investigate the existing conditions of the drainage system on the street. HDR confirmed with the survey that several driveway culverts are misaligned and both culverts and ditch grades are not sloped to a City minimum standard.

In 2017, the City installed a drainage system on North Piney Point Road at an appropriate depth and sized to convey the runoff produced from all lots on Williamsburg Lane during a City of Houston 2-year storm event. Residents at 11319 and 11315 Williamsburg recently installed storm sewer in the City right-of-way starting at North Piney Point Road and continuing upstream to the east property line of 11315 Williamsburg. Through the City drainage permitting process, HDR reviewed the plans and verified that adequate depth was provided on the storm sewer system to continue installation of storm sewer to the cul-de-sac if the City desired. Additionally, multiple residents expressed their desire

to have the storm sewer installed in the City right-of-way in front of their homes to eliminate the roadside ditch and driveway culvert drainage system. The City approached the residents with this interest and proposed a 50/50 construction cost share agreement between the City and each residents for storm sewer installation. Residents that expressed interest in the cost share agreement are as follows:

- 11318 (northside)
- 11310 (northside)
- 11311 (southside)
- 11303 (southside)
- 11301 (southside)

Residents at 11306 (northside) and 11302 (cul-de-sac) did not appear to have interest in storm sewer installation in the right-of-way in front of their properties. 11314 (northside) Williamsburg is owned by the Iran Consulate and has not been responsive.

It is our understanding that the City requests that HDR provide professional engineering services to design a storm sewer system in the City right-of-way tying into the North Piney Point Road system on the northside of the street at the west side of 11318 Williamsburg continuing west through 11318, 11314, and 11310. The storm sewer will end at the east property line of 11310 and designed to collect drainage from the existing ditch/swale east of 11310. A storm sewer system will also be designed on the southside of the street tying into the newly installed drainage system at the east side of 11315 Williamsburg and continuing east through 11311, 11303 and 11301. The storm sewer will end at the east property line of 11301 and be designed to collect drainage from the existing ditch/swale east of 11301. No improved are included at 11306 or 11302 Williamsburg.

The proposed scope of work does not include any paving improvements.

The engineer's opinion of probable construction costs for the above described project is \$318,800.00.

SCOPE OF SERVICES

The following Scope of Services is outlined for the design, bid, and construction phase services.

I. DESIGN PHASE SERVICES

A. Basic Design Phase Services

- Hold a “kick-off” meeting with City staff to finalize the requirements for the project.
- Review available historical information (record drawings, reports/studies, GIS data, etc.)
- Research and gather information on private utilities (i.e. gas, electrical, telephone, pipelines, etc.) along the project alignment.
- Prepare drainage area map based on previously identified drainage areas.
- Prepare hydraulic calculations for the plan set.
- Prepare plan cover sheet, general notes, survey control, project layout, 90% plan/profile drawings, and detail sheets.
- Prepare contract documents and specifications.
- Coordinate with the Memorial Villages Water Authority (M.V.W.A.) during the design process and provide draft documents for review and comment. Incorporate appropriate comments with the final bid documents.
- Submit 90% plans to private utility companies for review and incorporate utility company markups in the final bid documents.
- Assist the City in obtaining and/or securing approvals required public and private utilities affected by this project. This assistance will involve the usual and expected coordination for the approval process. When the process involves work beyond the expected, such as; special submittals, additional designs, appearances at special meetings, coordination of utility/pipeline excavation efforts, permitting applications, etc., such work falls under the Additional Services portion of this proposal. All permit fees will be the responsibility of the City of Piney Point Village.
- Prepare an engineer’s opinion of probable construction costs to reflect the 90% design.
- Provide a set of 90% plans and specifications to the City for their review and comment.
- Prepare contract documents including plans, specifications, and bidding documents associated with the design and the project addressing City comments from the 90% review for bidding.

- Provide a set of Contract Documents to the City.
- A presentation of the design plans or public meeting with residents is not included in this scope of services. If the City determines that a public meeting is warranted, HDR will perform such services under the existing on-going contract with the City
- Coordination with residents to share Opinion of Probable Construction Costs and/or with regards to resident construction cost share agreements, is not included in this scope of services. If the City requests such services, HDR will perform such services under the existing on-going contract with the City.

B. Special Services

1. Urban Forestry Services

- HDR will obtain services from a professional urban forester subconsultant to evaluate tree protection measures needed during the final design and construction phase.

2. Traffic Control Plan

- Prepare traffic control plans and details for the construction area.

3. Storm Water Pollution Protection Plan

- Due to the proposed work to be performed in this project, a storm water pollution protection plan will be produced so that the City complies with State mandated MS4 permitting.

4. Reimbursable Expenses

- A budgetary amount will be allocated for typical reimbursable expenses such as reproduction, courier services, mileage, etc. The cost for plans and specifications for review sets and construction documents to be provided to the City and other review agencies will be included in this task at cost Plus 10%. Mileage will be charged at prevailing IRS rates.

II. BID PHASE SERVICES

A. Basic Services

The City of Piney Point Village will enter into this phase after the acceptance of the Final Design Phase documents.

- Assist the City in obtaining bids for the project. The City of Piney Point Village will advertise the project and will absorb all related advertising costs. HDR will coordinate with the City and will assist in developing the wording of the advertisement.
- HDR will post project plans and specifications on Civcast to generate interest for the project during the bidding process, provide information to and answer questions from potential bidders concerning the Project's construction documents and prepare addendums as necessary. The City will absorb costs associated to posting on Civcast.
- Conduct a pre-bid conference for potential bidders, including the preparation of the meeting agenda and preparing a meeting minutes summary.
- Evaluate the bids and the qualifications of the apparent low bidders.
- Prepare a letter of recommendation advising the City as to the acceptability of the apparent low bidder.

III. CONSTRUCTION PHASE SERVICES

A. Basic Services – Construction Management

- Act as the City's Project Representative during the construction phase.
- Review and respond accordingly to submittals as required by the contract specifications.
- Respond to RFI's and prepare change orders necessitated by field conditions.
- Review the contractor's pay estimates, evaluate the completion of work, and make payment recommendations to the City.
- Visit the site periodically to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the contract documents. Site representation (construction observation) is not included as part of the Basic Services for Construction Management. Site representation is included in the Construction Phase -

Special Services.

- HDR will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). HDR's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but HDR will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits HDR shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a final review of the Project and make a recommendation for Final Payment on the Project.
- Engineer shall provide the City one electronic copy of record plans based on the drawings provided to the Engineer by the Contractor(s).
- A public meeting with residents is not included in this scope of services. If the City determines that a public meeting is warranted, HDR will perform such services under the existing on-going contract with the City.
- HDR anticipates that construction will take approximately two (2) months to complete and has therefore based the lump sum fee on a level of effort to complete the above tasks for this duration.

B. Special Services – Construction Observation Phase Services and Material Testing

1. Material Testing

- Construction materials testing is included in this proposal as a budgetary item only. It is anticipated that Geotest Engineering, Inc. will be utilized as a subcontractor to HDR to perform the testing services.

2. Part-Time Site Representation Services

- Provide one construction observer (on-site representative) to observe the daily progress of construction activities and to assist in the interpretation of plans and specifications. The estimated construction duration for the project will be two (2) months. The on-site representative will be on site an average of 20 hours a week for the project.

- Provide support to the on-site representative through supervisory and administrative services.
- Provide engineering and technical office personnel support throughout construction. This is to attend project progress meetings, provide on-site support to address Contractor's questions, resident's concerns and conflict issues.
- In the event of rain days where construction may be hindered or stopped, the representative will be on-site long enough to verify that inclement weather has occurred and the associated impact on the Contractor and construction.
- The on-site representative shall maintain daily reports.
- The on-site representative will coordinate with the Contractor's representative to estimate quantities installed on the project. The on-site representative will review the Contractor's quantity measurements prior to HDR's project manager processing the Contractor's periodic monthly payment request.
- The on-site representative will aid in the coordination of activities of the testing laboratory.
- The on-site representative will coordinate with the City and the Contractor for construction scheduling, resident notification, and complaints.
- The on-site representative will assist in the performance of a final inspection, the preparation of a punch list and subsequent follow up reviews.
- The on-site representative will assemble and maintain notes, comments, sketches, and supporting data related to the project in order to assist in the preparation of record drawings.
- HDR will process daily reports and other administrative office duties.
- HDR will track and document costs associated with the work.
- The on-site representative will be provided in an effort to aid in the process of observing performance of work of the Contractor(s). Through more extensive on-site observations of the work in progress, HDR shall

endeavor to provide further protection for the City against defects and deficiencies in the work of the contractor(s); but the furnishing of such on-site representative will not make HDR responsible for construction means, methods, techniques, sequences or procedures or safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.

ADDITIONAL SERVICES

- "Additional Services" shall only be performed when directed by the City to HDR. These services are not considered normal or customary engineering services.
- Services resulting from significant changes in the Project or its design, including but not limited to, changes in size, complexity, the City's schedule, or character of construction or method of financing; and revising previously accepted studies, reports design documents or Contract Documents when such revisions are due to causes beyond HDR's control.
- Preparing documents for alternate bids outside of the original scope requested by the City or documents for out of sequence work.
- Preparing to serve or serving as a consultant or witness for the City in any litigation, public hearing or other legal or administrative proceeding involving the Project.
- Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the construction contract time, (4) acceleration of the progress schedule involving services beyond normal working hours and (5) default of Contractor.
- HDR will endeavor to appraise the City of any potential additional or extended services that may result from the above listed items, prior to HDR's expenditure of time on such services. As previously noted, any such extended or additional services shall only be performed when directed by the City to HDR.

FEE SCHEDULE

HDR will submit monthly invoices with status reports for all engineering work completed to invoice date. Please be aware that these fees are based on performing all improvement design as a single project. The fees presented in this section reflect a combined effort to perform all proposed work at one time as a single project. If the project is reduced the proposed fees will need to be adjusted accordingly to reflect the cost of performing

engineering services on a smaller project. The invoices will be based on the following schedule:

<u>Williamsburg Drainage Improvements Project</u>	<u>Total Fees</u>	
<i>Basic Services:</i>		
Design Phase (Lump Sum)	\$ 36,100.00	approved 10/24/2022
Bid Phase (Lump Sum)	\$ 7,000.00	approved 10/24/2022
Construction Management (Lump Sum)	\$ 19,850.00	seeking approval
<i>Special Services:</i>		
Traffic Control (Lump Sum)	\$ 1,000.00	approved 10/24/2022
Storm Water Pollution Protection Plan (Lump Sum)	\$ 1,600.00	approved 10/24/2022
*Urban Forestry (Not-to-Exceed) -subconsultant's cost plus 10%	\$ 6,000.00	approved 10/24/2022
Part-Time Site Observation (Not to Exceed) -Time & Materials	\$ 27,200.00	seeking approval
*Construction Material Testing (Not to Exceed) -subconsultants cost plus 10%	<u>\$ 5,000.00</u>	seeking approval
Tokeneke & Country Squires Improvements Project	\$103,750.00	

*At this time the magnitude of these tasks are not known. Therefore budgetary amounts are provided. These figures may increase or decrease depending upon actual work required. If an increase becomes necessary it can be accomplished by utilizing available funds from other lines items that have under run or by contract amendment.

The total engineer opinion of total project cost is as follows:

Construction	\$ 318,800.00
Engineering	\$ 65,550.00
Subconsultants	\$ 11,000.00
<u>Observation Fees</u>	<u>\$ 27,200.00</u>
Total Opinion of Probable Project Cost	\$ 422,550.00

Public meetings addressing the Final Engineering or Construction phases and results other than at regular council meetings to Council is not included in this scope. In the event the City should desire a public meeting, (such as a Town Hall type meeting) HDR's services

associated with such a meeting or meetings will be charge under the current on-going contract.

SCHEDULE

It is estimated that the schedule to accomplish the Design Phase is three (3) months from the date of authorization to proceed, the bid phase will be one (1) month, execution of the contract document will be one (1) month, and construction will take approximately two (2) months.


INVOICES

All hourly charges shall be based on a raw labor rate times a multiplier of 3.18. Reimbursable expenses will be charged at cost plus 10%. Time and materials charges and additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor costs times a factor of 3.18 for office personnel and for field personnel and direct cost plus 10%. No additional services will be performed or invoiced without prior authorization from the City of Piney Point Village.

HDR appreciates the opportunity to submit this proposal and we look forward to continuing our work with the City of Piney Point Village.

Sincerely

HDR ENGINEERING, INC.


David Weston
Vice President/Area Manager

Acceptance: City of Piney Point Village, Texas

By: 
Date: _____

TO: City Council

FROM: Joe Moore, City Engineer

MEETING DATE: December 18, 2023

SUBJECT: Consideration and possible action on the Engineer's Report.

Agenda Item: 14

Summary

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 96-inch CMP Replacement Project, Williamsburg, Green Oaks, South Country Squire, 2023 Paving Improvement Project, Windermere Outfall, Dana Lane, other various maintenance projects, and future projects.



Engineer's Status Report
City of Piney Point Village
HDR Engineering, Inc.

City Council Meeting Date: December 18, 2023

Submit to City: December 14, 2023

CURRENT PROJECTS:

1. 96-inch CMP Replacement Project

The Contractor has completed the reconstruction of the junction box at STA 4+37 and the concrete compression strength test indicated a passing result. The Contractor has completed a majority of the punch list. The remaining items include:

- Compacting ground adjacent to Type E Inlets
- Cutting Rebar from the new manhole
- Smoothing out the grading of the disturbed area
- Hydro-mulch seeding the disturbed area

The City and HDR have met with Mr. Monzer Hourani, owner of the property where the drainage easement and 9'x9' RCB are located. Mr. Hourani has concerns regarding the reestablishment of vegetation which previously provided screening of South Piney Point Road to his home.



2. Williamsburg and Wendover Drainage Improvements

Bids were received on this project on November 30, 2023. A separate agenda item is included to discuss and take possible action on the bid results and Letter of Recommendation for the construction of this project. If awarded at the anticipated project schedule is as follows:

- Construction Start: late-January 2024
- Construction Completion: Mid-April 2024

3. Green Oaks Drainage

At the September Council meeting, Council met with resident at 11527 Green Oaks to discuss the drainage issues created for the south side of Green Oaks Drive from their removal of storm sewer along their east property line. At the meeting the residents agreed to installation of two 12-inch PVC storm sewer pipes to replace the pipes removed. No plan has been provided to the City for review, however, Councilman Dodds and HDR visited this property on 12/13/2023 and it appears the pipes had been installed.



Now that the pipes have been reestablish, HDR recommends regrading the ditch in front of a portion of 11527 Green Oaks to correct flow line elevations that were misaligned when the resident planted sod in the ditch. HDR will obtain quotes and present to City Council and an upcoming Council meeting.

4. South Country Squire

In October, significant root blockages were removed from the storm sewer pipe at 11010 and 11030 South Country Squire by point repair. The residents on South Country Squire recently reported that the inlets were still draining slowly on the street. HDR worked with the Contractor to return to the project site to televise the remaining portion of pipe previously blocked this past Wednesday, December 13th. HDR will review the additional tv tape when it is received and then provide additional recommendations to the City. Several residents on the street requested a meeting with the City and HDR regarding this project. A meeting was held on the street December 13th and detail discussion about the project was provided. The resident requested that they be kept informed on the progress of the project.



5. 2023 Paving Improvement Project

At the October Council meeting, Council approved a proposal for engineering services to prepare design plans and specifications for the repaving of Williamsburg, Innisfree, Tokeneke, and Green Oaks Drive. The project scope also includes the replacement of storm sewer in front of 11313, 11309, and 11305 Green Vale, and 610 Grecian Way. HDR has received all of the required survey data and is currently preparing or updating all of the background drawings and working on the design. It is recommended that resident meetings be establish with residents on the above streets when the design is completed to go over the proposed project, answer questions, and incorporate any design input into the final design. The anticipated project schedule is as follows:

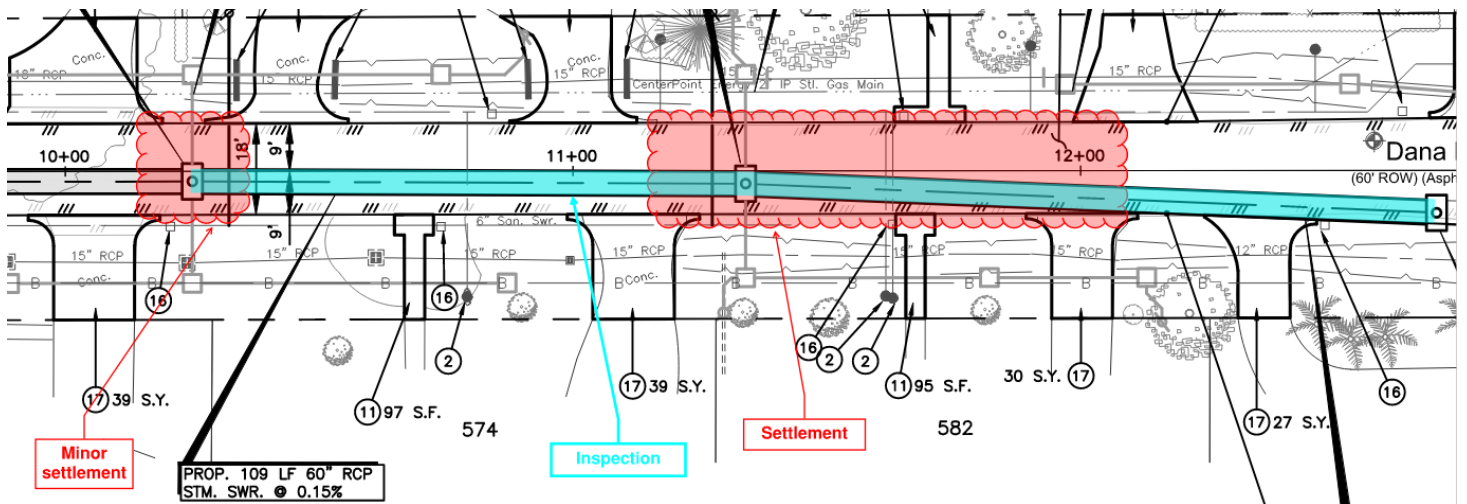
- Design Completion: February 2024
- Resident Townhall Meeting: late-January or early-February
- Bid Opening & Award: April 2024
- Construction Begin: May 2024
- Construction Completion: August 2024

6. COH Windermere Outfall Repair Project

The City Attorney recently provided the City of Houston a revised copy of the Interlocal Agreement between the for the subject project. The revised ILA has been provided to the City and is included in the Council agenda. The City of Houston also submit a 100% set of the plans and contract document for HDR to review. HDR is working on this review and will provide comments to the City of Houston upon completion.

7. Dana Lane

As requested by Council during the November Engineering meeting, HDR performed an entry and inspection of approximately 245-feet of 60-inch storm sewer on Dana Lane looking for a source for infiltration causing the settlement seen on the pavement. All of the joints inspected on the investigation appeared to be in good condition. No signs of infiltration nor any deficiencies were found. Below are a few photos of joints taken during the inspection that would represent the typical condition of all of the joints inspected:





The settlement seen in the pavement does not appear to be caused by the storm sewer. It could be attributed to poor compaction of the backfill after installation of the storm sewer. The



compaction can be addressed by injection of the polyurethane material as proposed by Uretek. Uretek can also lift the pavement back onto grade during this process. HDR is requesting a revised quote from Uretek to refine the scope of their original proposal and anticipate including the revised proposal at the January Council meeting.

FUTURE PROJECTS FOR CONSIDERATION:

8. Memorial Drive (Greenbay to San Felipe) Roadway Reconstruction

9. Soldiers Creek Sidewalk (Holidan Way to White Pillars)

Based on discussion at the last Council meeting, HDR is working on alternative solutions and will have additional discussion with HCFCD regarding opportunities for this project.

10. Shadow Way Drainage Improvements

11. List of Potential Storm Sewer Cost Share Projects

- Chuckanut – Councilman Dodds, Bobby, Jose, and Joe recently met with the residents at #7 and #8 Chuckanut who had expressed concerns about the drainage on the street. The residents requested Opinions of Probable Construction Costs (OPCC) to replace the ditch with storm sewer on Chuckanut. HDR presented OPCCs for this potential project at the November Engineering Meeting.
- Innisfree
- Jamestown
- 610 Grecian Way
- Piney Point Circle (if made public)
- Wendover

TO: Mayor and City Council

FROM: R. Pennington; City Administrator

MEETING DATE: December 18, 2023

SUBJECT: Consideration and possible action on approval of the minutes for the Regular Session Council Meeting held on November 27, 2023.

Agenda Item: 15

Informational Summary

The following is the draft of minutes from the regular council meeting held on Monday, November 27, 2023.

Recommendation

Staff recommends approving minutes from the council meeting on November 27, 2023.

MINUTES OF A CITY OF PINEY POINT VILLAGE REGULAR COUNCIL MEETING MONDAY, NOVEMBER 27, 2023, 6:00 P.M. AT CITY HALL CHAMBERS, 7676 WOODWAY DRIVE, SUITE 300, HOUSTON, TEXAS.

Councilmembers Present: Mayor Mark Kobelan, Michael Herminghaus, Dale Dodds, Joel Bender (*by Zoom*), Aliza Dutt, and Jonathan Curth.

City Representatives Present: Bobby Pennington, City Administrator; David Olson, City Attorney; Jim Huguenard, Police Commissioner; Ray Schultz, Police Chief; Zeb Nash, Fire Commissioner; Howard Miller, Interim Fire Chief; Joe Moore, City Engineer; Annette Arriaga, Planning Director; and Michelle Yi, Finance Director.

I. Call To Order

- At 6:00 p.m., Mayor Kobelan declared a quorum and called the meeting to order. Present in person were Herminghaus, Dodds, Dutt, and Curth, while Bender joined virtually via Zoom.

II. Pledge Of Allegiance

- Council led the Pledge of Allegiance to the United States of America Flag.

III. Citizens Wishing to Address Council

- There were no other general comments.

IV. New Business

1. Consideration and possible action on the Memorial Villages Police Department Monthly Report.

- Chief Schultz reported the activities of the MVPD for October.
- No action was taken.

2. Consideration and possible action on the Village Fire Department Monthly Report.

- Interim Chief Miller reported the activities of the VFD for October.
- Alternate Commissioner Dutt reported that the Commission will discuss the financial position/assistance during Wednesday's meeting.
- City Administrator Pennington provided a summary of VFD ambulance billing based on data provided to the city by VFD.
- No further action was taken.

3. Consideration and possible action on the Village Fire Department Budget Amendment 2023-05.

- The VFD Commission approved a \$146,651 intra-budgetary transfer requiring council approval. It was noted that no budget adjustment is required to the City's annual budget as this change does not impact the total participation assessment.
- Councilmember Herminghaus motioned to approve the Village Fire Department Budget Amendment 2023-05, seconded by Dutt.
 - AYES: Herminghaus, Dodds, Bender, Dutt, and Curth.
 - NAYS: None.
- The motion carried.

4. Consideration and possible action on the Mayor's Monthly Report, including Arbor Day Landscape Improvements, and Beautification Committee Updates.

- It was noted that the city of Piney Point Village hosted its Arbor Day celebration on Saturday, November 11th. The event took place at Ecclesia. As part of the celebration, 50 mixed hardwood trees were given to residents.
- No action was taken.

5. Consideration and possible action on a Resolution suspending the effective date of the proposed rate increase by CenterPoint.

- Resolution allows the city to join CenterPoint Gas Coalition, delaying company rate hike. The Coalition of Cities is to review the application and approve fair rates.
- Councilmember Bender motioned to approve a Resolution suspending the effective date of the proposed rate increase by CenterPoint, seconded by Herminghaus.
 - AYES: Herminghaus, Dodds, Bender, Dutt, and Curth.
 - NAYS: None.
- The motion carried.

6. Consideration and possible action on the Interlocal Agreement with SBISD for Joint Elections.

- The Texas Election Code allows joint elections for multiple political subdivisions in the same area and on the same day. SBISD sent an updated Interlocal Cooperation Agreement, which will be renewed automatically and can be terminated by providing a 90-day written notice in advance.
- Councilmember Bender motioned to approve the Interlocal Agreement with SBISD for joint elections, seconded by Herminghaus.
 - AYES: Herminghaus, Dodds, Bender, Dutt, and Curth.
 - NAYS: None.
- The motion carried.

7. Consideration and possible action on an ordinance regarding the city of Piney Point Village's Texas Municipal Retirement System benefits: (1) adopting non-retroactive repeating COLAs for retirees and their beneficiaries under TMRS Act §853.404(f) and (f-1) and (2) authorizing annually accruing updated service credits and transfer updated service credits.

- TMRS retirees and beneficiaries can receive annuity increases under H.B. 2464. Credits based on the base percentage from the law may be allowed by a local ordinance. Approving an ordinance that formulates a contribution increase could balance recent benefit offerings by nearby entities.
- The council tabled this item to gather additional information for further discussion in December.

8. Consideration and possible action on the City Administrator's Monthly Report, including financial and tax reports, authorize disbursements over \$10,000, update merchant card services, updates on specific use permit projects, update on ground maintenance RFP, meeting signage proposals, and upcoming Events.

- Financial-related items, including disbursements of \$38,771 for maintenance, plant replacements, and tree installation projects, were presented along with a copy of the signed contract with OpenEdge Payments LLC that had amended rates.
- St. Francis Episcopal Church's Specific Use Permit is ongoing. The final walkthrough is pending due to changes in drainage and tree detail. The estimated completion date is the end of December.
- The City requested sealed bids for a ground maintenance contract. We received a single qualified proposal for evaluation from Westco.

- The Beautification Committee has recommended installing portable meeting signs to inform the public before public meetings. This suggestion is in line with the practices of neighboring villages. The packet includes a quote for aluminum signs. The Council has requested that the staff explore and compare the prices of the hanger and ground spike to ensure that we are receiving the best value for our investment.
- Councilmember Herminghaus motioned to approve the disbursement of \$38,321.00 for Tree Service and Design and to accept Westco's bid for annual ground maintenance, seconded by Dutt.
 - AYES: Herminghaus, Dodds, Bender, Dutt, and Curth.
 - NAYS: None.
- The motion carried.

9. Consideration and possible action on quotes for the second batch of tree plantings in public right-of-way landscape areas.

- During the September Council meeting, authorization was granted to purchase 100 trees, up to \$25,000, to enhance public landscaping. A total of 125 trees were procured within the allocated authorization. Additional funding is available for landscaping due to reduced costs on the 96-inch drainage replacement project. Staff proposed the purchase of 75 additional trees to compensate for the loss of vegetation.
- Councilmember Bender motioned to approve the second batch of tree plantings as presented, seconded by Herminghaus.
 - AYES: Herminghaus, Dodds, Bender, Dutt, and Curth.
 - NAYS: None.
- The motion carried.

10. Consideration and possible action on a quote joint sealing of an existing storm sewer on Blalock at Quail Hollow.

- Engineer Moore reported on the storm pipe problem under Blalock. The pavement subsided, possibly due to joint leakage. The recommended solution entails the sealing of joints and filling of cavities with a polymer injection.
- Councilmember Bender motioned to approve the Uretek ICR Gulf Coast quote of \$8000.00 to seal the existing storm sewer and sinkhole at Blalock and Quail Hollow, seconded by Dodds.
 - AYES: Herminghaus, Dodds, Bender, Dutt, and Curth.
 - NAYS: None.
- The motion carried.

11. Consideration and possible action on the Engineer's Report.

- Moore presented updates on the 96-inch CMP Replacement Project, Piney Point Circle easement drainage, Williamsburg drainage cost share, the status of Green Oaks drainage, status of second Country Squire drain blockage, and exploring the possibility of a sidewalk along Piney Point Road at Soldiers Creek.
- Dodds expressed concern about the emergency utility repair on Wickwood and requested an update from the Water Authority.
- No other action was taken.

12. Consideration and possible action on approval of the minutes for the Regular Session Council Meeting held on October 23, 2023.

- Councilmember Dodds motioned to approve the minutes for the Regular Session Council Meeting held on October 23, 2023, seconded by Councilmember Bender.
 - AYES: Herminghaus, Dodds, Bender, Dutt, and Curth.
 - NAYS: None.
- The motion carried.

13. Consideration and possible action on future agenda items, meeting dates, and similar matters.

- The regular council meeting has been rescheduled to December 18, the third Monday, due to the holidays. Beautification and Engineering are scheduled for December 11 and December 13, respectively.

V. EXECUTIVE SESSION UNDER TEXAS GOVERNMENT CODE

14. The City Council executive meeting pursuant to the provision of Chapter 551, Texas Government Code, in accordance with the authority contained in Section 551.071, Consultation with City Attorney and Section 551.072, Real Estate Property, specifically to deliberate office lease, Section 551.074, Personnel, specifically to deliberate employee salaries.

- The council convened into executive session at 7:56 p.m.
- The council reconvened into the regular public meeting at 9:23 p.m.

15. Consideration and possible action on items discussed in the Executive Session.

- Councilmember Dodds motioned to authorize the City Administrator to adjust salaries as requested by the Council, seconded by Councilmember Herminghaus.
 - AYES: Herminghaus, Dodds, Bender, Dutt, and Curth.
 - NAYS: None.
- The motion carried.

VI. ADJOURNMENT

16. Adjourn.

- Councilmember Dodds made a motion for adjournment, seconded by Councilmember Herminghaus.
- Mayor Kobelan adjourned the meeting at 9:24 p.m.

PASSED AND APPROVED this 18th day of December 2023.

Mark Kobelan
Mayor

Robert Pennington
City Administrator / City Secretary