



# City of Piney Point Village

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

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

## THE CITY OF PINEY POINT VILLAGE REGULAR COUNCIL MEETING MONDAY, OCTOBER 26, 2020

**NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE WILL HOLD A REGULAR MEETING ON MONDAY, OCTOBER 26, 2020 AT 6:30 P.M. AT CITY HALL, 7676 WOODWAY, SUITE 300, HOUSTON, TEXAS TO DISCUSS THE AGENDA ITEMS LISTED BELOW.**

**OCTOBER 26, 2020 6:30 P.M. MEETING WILL BE HELD VIRTUALLY THROUGH THE USE OF ZOOM. THE DIAL IN NUMBER IS: 884-841-6839 with additional information.**

Join Zoom Meeting

<https://us02web.zoom.us/j/8848416839?pwd=RURyandMc3BaZE5YZTR0d2p0ZDlXZz09>

Meeting ID: 884 841 6839

Passcode: 3786960901

One tap mobile

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

+16699006833,,8848416839#,,,,,0#,,3786960901# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

Meeting ID: 884 841 6839

Passcode: 3786960901

Find your local number: <https://us02web.zoom.us/u/kevN6YBvUA>

## DECLARATION OF QUORUM AND CALL TO ORDER

## PLEDGE OF ALLEGIANCE

**CITIZENS WISHING TO ADDRESS COUNCIL** - *At this time, any person with city-related business may speak to the Council. In compliance with the Texas Open Meetings Act, if a member of the public comments or inquiries about a subject that is not specifically*

*identified on the agenda, a member of Council or a Staff Member may only respond by giving a statement of specific factual information or by reciting existing policy. The City Council may not deliberate or vote on the matter*

1. Discuss and take possible action on the MVPD monthly report
2. Discuss and take possible action on the VFD monthly report
3. Discuss and take possible action on HGAC Representative Designation
4. Discuss and take possible action on Harris County Public Library Interlocal Agreement
5. Discuss and take possible action on Harris County Agreement for Prisoners
6. Discuss and take possible action on Alarm Permits (HK)
7. Discuss and take possible action on Kinkaid School
8. Discuss and take possible action on the Mayor's monthly report
9. Discuss and take possible action on the City Administrators monthly report, including but not limited to:
  - September 2020 Financials
10. Discuss and take possible action on 9B Woods Edge
11. Discuss and take possible action on City Restriping Quotes
12. Discuss and take possible action on Calico Type A Inlet Quotes
13. Discuss and take possible action on S. Piney Point Road Guardrail Improvement Quotes
14. Discuss and take possible action on 2020 Paving Improvements Bid Results and Letter of Recommendation
15. Discuss and take possible action on HDR Proposal – 2020 Paving Improvements – authorization to begin Construction Management, Materials Testing and Construction Observation phase services
16. Discuss and take possible action on CDBG Acceptance of Application
17. Discuss and take possible action on CDBG HDR Contract
18. Discuss and take possible action on the City Engineer's monthly report
19. Discuss and take possible action on the minutes of the September 28, 2020 and October 6, 2020 City Council meetings



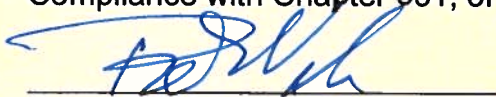
20. EXECUTIVE SESSION: The City Council will adjourn into closed executive session pursuant to Section 551.071 of the Texas Government Code (CONSULTATION WITH ATTORNEY), specifically regarding pending and potential litigation; and pursuant to Section 551.072 of the Texas Government Code

21. Action outside of Executive Session, if any

22. Adjourn

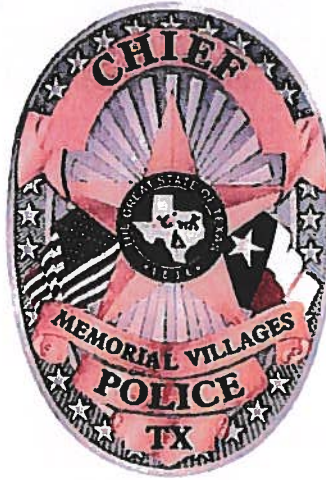
### **CERTIFICATION**

I certify that a copy of the October 26, 2020 agenda of items to be considered by the Piney Point Village City Council was posted in a place convenient to the general public in Compliance with Chapter 551, of the Texas Government Code on October 23, 2020.



Roger Nelson  
City Administrator

In compliance with the Americans with Disabilities Act, the City of Piney Point Village will provide for reasonable accommodations for persons attending City Council meetings. This facility is wheelchair accessible and accessible parking spaces are available. To better serve you, your requests should be received 48 hours prior to the meeting. Please contact Karen Farris, City Secretary, at 713-782-0271. The City Council reserves the right to adjourn into a Closed Executive Session at any time under the Texas Government Code, Section 551.071, to consult with an attorney.



**MEMORIAL VILLAGES POLICE  
DEPARTMENT  
COMMISSION MEETING PACKAGE**





## MEMORIAL VILLAGES POLICE DEPARTMENT NOTICE OF A REGULAR MEETING

Notice is hereby given of a Regular Meeting of the Board of Commissioners of the Memorial Villages Police Department, a combined police department of the Cities of Bunker Hill Village, Hunters Creek Village and Piney Point Village, Texas, to be held at 6:00 PM on October 12, 2020, by teleconference for the purpose of considering the agenda items as listed.

A limited number of the members of the Board of Commissioners and Department staff will be physically present in the City Council chambers at the City of Hunters Creek City Hall at #1 Hunters Creek Place, while other members of the board and department will be participating in the meeting by teleconference.

### **a) JOINING THE MEETING ON ZOOM:**

<https://zoom.us/j/94162333494?pwd=TXN6UndjTkt2N3RLQk45S0VyNWZSZz09>

ID: 941 6233 3494

PW: 015218

### **b) DIALING THE FOLLOWING TOLL-FREE NUMBER:**

1+346-248-7799 (Houston) and entering the Meeting ID: 941 6233 3494 and password 015218

This meeting agenda, and the agenda packet, are posted online at <http://www.mvpdtx.org>. Members of the public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting. A recording of the telephonic meeting will be made, and will be available to the public in accordance with the Open Meetings Act upon written request. The matters to be discussed and acted on at the meeting are as follows:

## AGENDA

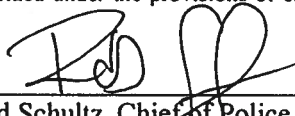
- a. Citizen Comments – At this time, any person may speak to the Police Commission. In compliance with the Texas Open Meetings Act, if a member of the public comments or inquires about a subject that is not specifically identified on the agenda, the Police Commission may only respond by giving a statement of specific factual information or by reciting existing policy. The Police Commission may not deliberate or vote on the matter, but it may be recessed for a future meeting.
- b. Approval of Minutes - Update, discussion and possible action.
  1. Approval of September 14, 2020 minutes.
- c. Financial Report - Update, discussion and possible action.
  1. FY20 Budget Review and Discussion.
- d. New Business – Update, discussion and possible action.
  1. MergerTree QBR September 2020 – Annual Review of IT systems report.
  2. Fleet Inventory Report and 2021 Vehicle Purchases – Annual Review.
- e. Chief's updates – Summary overview of monthly reports and activities.
  1. COVID-19 Pandemic updates and discussion of possible actions that may be required, due to staffing.
  2. Election Day Prep Update.
- f. Follow Up Item from a Previous Meeting Discussion and possible action on outstanding items.

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

- g. Executive Session - It is anticipated that all, or a portion of the discussion of the following item will be conducted in closed executive session under authority of the Texas Open Meetings Act. However, no action will be taken on this item until the Commission reconvenes in open session.
1. Legal advice from the Commission’s attorney regarding personnel matters §551.074 - Discussion and possible action.
- h. Suggestions for future agenda items - Discussion of the agenda for the next Commission meeting and the meeting schedule.

Adjournment

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

  
Raymond Schultz, Chief of Police  
Memorial Villages Police Department

POSTED: 10/08/2020 @ 11981 Memorial Drive at 2:30 p.m.  
(date) (time)

City of Bunker Hill Village

Jay Smyre, Commissioner  
William Murphy, Commissioner  
Bert Rosenbaum, Alt. Commissioner

City of Hunters Creek Village

Sean Johnson, Commissioner  
Brooke Hamilton, Chairman  
Stephen Reichel, Alt. Commissioner

City of Piney Point Village

James Huguenard, Commissioner  
Solace Southwick, Commissioner  
John Ebeling, Alt. Commissioner

Chief of Police Raymond Schultz

Legal Counsel John Hightower

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

## **APPROVAL OF MINUTES**





**MEMORIAL VILLAGES POLICE DEPARTMENT**  
**Minutes of the Police Commission Meeting**  
**September 14th, 2020, 6:00 p.m.**

A quorum was established, and Commissioner Hamilton called the September 14th, 2020 meeting to order at 6:00 p.m. via. Zoom Teleconference, the toll-free number used for the meeting was 1-346-248-7799.

In attendance were:

**From the Commission:**

City of Piney Point

Commissioner Huguenard

Commissioner Southwick

Alt. Commissioner Ebeling

City of Hunters Creek

Commissioner Hamilton

Commissioner Johnson

Alt. Commissioner Reichel

City of Bunker Hill

Commissioner Smyre

Commissioner Murphy

Alt. Commissioner Rosenbaum

**Legal Counsel**

John Hightower/ Keila Garcia

**From Memorial Village PD**

Chief of Police, Raymond Schultz

Finance Manager, Victoria Bowman

Office Manager, Maureen Loud

**Guests**

**MINUTES**

At 6:00 p.m. Commissioner Hamilton called the Zoom teleconference to order as allowed by the Governor's order to suspend certain portions of the open meetings act. This meeting is being recorded and will be available to the public in accordance with the Open Meetings Act upon written request. Our Zoom moderator is Keila Garcia of Olson and Olson.

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

**a. Citizen Comments**

None.

## **b. Approval of Minutes**

Motion was made by Commissioner Ebeling and seconded by Commissioner Murphy to approve the August 10, 2020 minutes as presented. The Commission voted unanimously to approve the minutes.

## **c. Financial Report**

Mrs. Bowman stated that we have 4 months remaining in the fiscal year the department has received 75% of the appropriation and expended 64%. At this time last year expenditures totaled 62%. We are currently forecasted to expend 97% of the budget. The Department received and additional \$7,718 for Hurricane Harvey related expenditures. In the vehicle fund, invoices were received and processed for the 3 Dodge Durango's and upfitting charges will be processed once received.

## **d. New Business**

1. 2.1 Rules of Conduct – Updated policy requires review/approval by Police Commission.
2. 911 Calls Exchange Information between MVPD and VFD.

Legal Counsel stated that some concerns have been brought to his attention on this policy and so would suggest we move this into Executive Session for discussion.

911 Calls – Chief Schultz stated that item 2, is for 911 calls. There are two PSAPS (Public Access Points for 911). MVPD is the primary PSAP and VFD is the secondary and this can present some issues which have been previously discussed. The current problem is 911 calls transferred from Houston, if a fire or medical call will go to VFD and not MVPD. Some of these calls also require a Police response. This sometimes results as an “unknown” emergency classification which can present issues as we don't always receive the necessary information since the calls are going to VFD. Examples include Domestic Violence and the recent suicide. A meeting is scheduled with Chief Foster to discuss the issue.

## **e. Chief's Updates**

Chief Schultz presented his monthly report. We had 11,704 calls/incidents, 10,812 house watches, 27 traffic stops with 36 citations, resulting in 63 violations. There were 15 emergency response calls with an average response time of 3:29. Six stolen vehicles were recovered through the use of the ALPR. We had 27 new V-LINC registrations.

We implemented and have been working on the Duty to Intervene policy, this was a result of events that have been happening around the country. The draft policy has been put in place and this can be modified at the Commissions direction if necessary. Everybody has completed the review of the Use of Force tests online with the exception of one follow up has been done with that officer and it is in process. On September 2<sup>nd</sup> the Department hosted an areawide CID meeting. This included detectives from agencies from Katy to 610 areas. There were 30 attendees, Houston PD had a really good attendance. The meeting went very well, there was good points of contact established and sharing of information.

**f. Follow Up Item from a Previous Meeting**

1. Resolution No. 2020-02/3 – Related to COVID-19 Quarantine and Compensation.  
Legal Counsel explained that under the two federal statutes that provide for paid sick leave you are allowed to exclude first responders. What this resolution does is, it takes us out of the Federal regime and provides that same benefit for the first 14 days that people have under the Federal Statute, which is paid sick without any deductions from sick leave banks that you may already have. Then another 16 days can be paid but they would not accrue any additional sick leave. Legal Counsel put 30 days in the policy just as a starter point, but the Commission can decide what number to put in the policy. The Commission agreed that we need to approve the policy tonight and then have the Personnel Committee come up with a solid recommendation for the next Commission meeting.

Motion was made by Commissioner Southwick and seconded by Commissioner Huguenard to accept the policy as proposed but substituting the number of calendar days from 30 to 140. The Commission voted unanimously to approve the minutes.

At 7:09 p.m. Commissioner Hamilton stated that they would move into Executive Session under Texas Governmental code §551.074.

**g. Executive Session**

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

The Commission reconvened into Public Session at 9:05p.m. Commissioner Hamilton stated that no action was taken during Executive Session.

**h. Suggestions for future agenda items**

1. Resolution No. 2020-03 – Further review/discussion and possible action
2. Duty to Intervene – Review, discussion and possible action.

Motion was made by Commissioner Southwick and seconded by Commissioner Smyre to adjourn the meeting at 9:10p.m. The Commission voted unanimously to approve the motion.

Approved and accepted on \_\_\_\_\_ 2020

By:

\_\_\_\_\_  
Brooke Hamilton, Chairman  
Board of Commissioners  
Memorial Villages Police Department





# FINANCIAL REPORT



Memorial Villages Police Department  
11981 Memorial Drive  
Houston, Texas 77024

*Raymond Schultz*  
*Chief of Police*

October 7, 2020

Submitted for your review is the FY20 Budget Performance Report and accompanying documents as of September 30, 2020. At the completion of the third quarter of the fiscal year, the department has received 83% of its appropriation and has expended 71%. At this same point last year, the Department expended 69%.

**General Fund:**

The Department received \$1700.00 from Accredited Security for 27 taser units with spark and a holster, along with 70 cartridges.

There are no significant changes to the year-end projection to report. Current line item overages have been previously discussed. The Department remains projected to end the year operating within budget.

**Special Capital Assets Fund:**

The Department received a small check in the amount of \$21.64 from Propertyroom.com for the sale of obsolete equipment (15 items were sold).



**Memorial Villages Police Department  
General Fund**

**For the nine months ended September 2020**

75.00%

73.08%

DESCRIPTION	ADOPTED BUDGET	ACTUAL	DIFF	% Executed	Forecasted Annualized 12/31/20	Projected Saving / (Deficits)	% Forecasted
<b>Expenditures</b>							
100 Regular Wages	3,520,578	2,472,943	1,047,635	70.24%	3,548,927	(28,349)	101%
110 Overtime	120,000	53,029	66,971	44.19%	72,566	47,434	60%
115 Court/Bailiff OT	21,600	1,269	20,331	5.87%	1,736	19,864	8%
120 Retirement	432,315	312,599	119,716	72%	431,834	481	100%
125 457B - Employer Contribution	33,000		33,000	0%	33,000	0	100%
130 Health Insurance	546,228	402,948	143,280	73.77%	507,065	39,163	93%
140 Workers Compensation	66,712	48,054	18,658	72.03%	64,072	2,640	96%
150 Life/LTD	21,523	14,155	7,368	65.77%	18,992	2,531	88%
160 Medicare/SS	53,169	37,607	15,562	70.73%	52,537	632	98.8%
<b>Personnel Services</b>	<b>4,815,125</b>	<b>3,342,605</b>	<b>1,472,520</b>	<b>69.4%</b>	<b>4,730,728</b>	<b>84,397</b>	<b>98.2%</b>
200 Auto	25,332	18,383	6,949	72.6%	24,511	821	97%
210 General Liability	720	266	454	36.9%	354	366	49%
220 Public Official Bond	960	636	324	66.3%	848	112	88%
230 Professional Liability	25,200	14,534	10,666	57.7%	19,379	5,821	77%
240 Real & Personal Property	15,840	10,096	5,744	63.7%	13,462	2,378	85%
<b>Total Other Insurance</b>	<b>68,052</b>	<b>43,915</b>	<b>24,137</b>	<b>64.5%</b>	<b>58,554</b>	<b>9,498</b>	<b>86.0%</b>
300 Gas & Oil	70,500	37,477	33,023	53.2%	69,713	787	99%
310 Maintenance	27,500	26,527	973	96.5%	35,370	(7,870)	129%
320 Tires	7,000	5,951	1,049	85.0%	7,000	-	100%
330 Damage Repair	10,000	3,310	6,690	33.1%	4,413	5,587	44%
<b>Maintenance &amp; Misc.</b>	<b>115,000</b>	<b>73,266</b>	<b>41,734</b>	<b>63.7%</b>	<b>116,496</b>	<b>(1,496)</b>	<b>101.3%</b>
400 General Maintenance	28,400	15,720	12,680	55.4%	20,959	7,441	74%
410 Janitorial Services	21,000	13,978	7,022	66.6%	18,638	2,362	89%
420 Jail	1,000	299	701	29.9%	1,000	0	100%
430 Building Furnishings	17,800	2,383	15,417	13.4%	3,178	14,622	18%
<b>Total Building</b>	<b>68,200</b>	<b>32,380</b>	<b>35,820</b>	<b>47.5%</b>	<b>43,775</b>	<b>24,425</b>	<b>64.2%</b>
500 Computers	10,000	6,925	3,075	69.2%	10,000	0	100%
510 Postage/Postage Machine	1,300	869	431	66.9%	1,159	141	89%
520 Stationery/Expendables	18,000	9,604	8,396	53.4%	12,805	5,195	71%
530 Bank Finance Charges	700	312	388	44.6%	416	284	59%
540 Payroll	17,400	12,748	4,652	73.3%	17,400	0	100%
<b>Total Office</b>	<b>47,400</b>	<b>30,458</b>	<b>16,942</b>	<b>64.3%</b>	<b>41,780</b>	<b>5,620</b>	<b>88.1%</b>
600 Telephone	34,408	25,360	9,048	73.7%	33,289	1,119	97%
310 Electric	23,000	10,943	12,057	47.6%	14,590	8,410	63%
620 Water/Sewer	5,000	3,781	1,219	75.6%	4,500	500	90%
630 Natural Gas	600	328	272	54.7%	438	162	73%
<b>Total Utilities</b>	<b>63,008</b>	<b>40,412</b>	<b>22,596</b>	<b>64.1%</b>	<b>52,818</b>	<b>10,190</b>	<b>83.8%</b>
700 Equipment Maint Contracts	129,100	133,073	(3,973)	103.1%	133,073	(3,973)	103%
710 SETCIC fees	3,600	3,045	555	84.6%	3,400	200	94%
720 Legal/Professional	60,400	52,484	7,916	86.9%	60,400	0	100%
730 IT Services	101,250	75,302	25,948	74.4%	100,065	1,185	99%
740 Software Maintenance Contracts	56,091	51,933	4,158	92.6%	56,091	0	100%
<b>Total Contract Services</b>	<b>350,441</b>	<b>315,838</b>	<b>34,603</b>	<b>90.1%</b>	<b>353,029</b>	<b>(2,588)</b>	<b>100.7%</b>
800 Accreditation	1,200	0	1,200	0.0%	1,200	0	100%
810 Uniforms	32,000	19,360	12,640	60.5%	25,814	6,186	81%
820 Radio parts and labor	33,036	31,328	1,708	94.8%	33,036	0	100%
830 Firearms Training & Ammo	5,500	5,676	(176)	103.2%	5,676	(176)	103%
835 Tasers	11,000	10,122	878	92.0%	10,122	878	92%
840 Training & Prof Dues	54,000	18,295	35,705	33.9%	20,000	34,000	37%
850 Travel	7,000	67	6,933	1.0%	500	6,500	7%
860 Recruiting Costs	10,000	958	9,042	9.6%	1,277	8,723	13%
870 Criminal Investigations	3,500	2,603	897	74.4%	3,500	0	100%
880 Contingency	25,000	4,179	20,821	16.7%	4,179	20,821	17%
890 Small Equipment	2,500	580	1,920	23.2%	773	1,727	31%
<b>COVID 19</b>		<b>46,706</b>	<b>(46,706)</b>		<b>46,706</b>	<b>(46,706)</b>	
<b>Total Office</b>	<b>184,736</b>	<b>139,875</b>	<b>44,861</b>	<b>75.7%</b>	<b>152,783</b>	<b>31,953</b>	<b>82.7%</b>
<b>TOTAL GENERAL</b>	<b>5,711,962</b>	<b>4,018,750</b>	<b>1,693,212</b>	<b>70.4%</b>	<b>5,549,963</b>	<b>161,999</b>	<b>97.2%</b>

Memorial Villages Police Department Vehicle Replacement								
For the nine months ended September 2020		75.00%						
Prior Year Cash Carryover		26,581.50						
FY20 Sale of vehicles		-						
FY20 Assessment collected to date		115,002.00	FY20 Assessment remaining		22,998.00			
FY20 Interest earned to date		259.25						
FY20 Expenditures		(115,379.08)						
FY20 A/P		7,354.00						
FY20 Veh replacement expenditures covered by carryover		-						
Cash Balance @ 09/30/20		33,817.67						
DESCRIPTION		ADOPTED BUDGET	ACTUAL	DIFF	% Executed	Forecasted Annualized 12/31/20	Projected Saving / (Deficits)	% Forecasted
Expenditures								
1000	Vehicle Replacement	138,000	115,379	22,621	83.61%	138,000	0	100.0%
	Total Vehicle Replacement	138,000	115,379	22,621	83.6%	138,000	0	100.0%
Vehicle Replacement costs covered by carryover		0						
Memorial Villages Police Department Special Capital Assets								
For the nine months ended September 2020		75.00%						
Prior Year Cash Carryover		83,668.24						
FY20 Assessment collected to date		-						
FY20 Interest earned to date		282.31						
FY20 Misc Income		252.36						
FY20 Expenditures		(112.74)						
Cash Balance @ 09/30/20		84,090.17						
DESCRIPTION		ADOPTED BUDGET	ACTUAL	DIFF	% Executed	Forecasted Annualized 12/31/20	Projected Saving / (Deficits)	% Forecasted
Expenditures								
2880	Capital Projects	0	113	(113)	0.0%	150	(150)	0.0%
	Total Capital Items	0	113	(113)	0.0%	150	(150)	0.0%
Total Vehicle & Capital		138,000	115,492	22,508	83.7%	138,150	(150)	100%
Memorial Villages Police Department								
DESCRIPTION		ADOPTED BUDGET	ACTUAL	DIFF	% Executed	Forecasted Annualized 12/31/20	Projected Saving / (Deficits)	% Forecasted
GENERAL FUND		5,711,962	4,018,750	1,693,212	70%	5,549,963	161,999	97%
TOTAL VEHICLE & CAPITAL		138,000	115,492	22,508	84%	138,150	(150)	100%
TOTAL BUDGET		5,849,962	4,134,241	1,715,721	71%	5,688,113	161,849	97%



**MEMORIAL VILLAGES POLICE DEPARTMENT  
PROJECTED CASH BALANCE  
30-Sep-20**

**4-Sep-20**

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

Cash collected for FY20 @ 09/30/20	\$	4,892,815
Estimated Expenditures (September 20)	\$	4,134,241
Estimated cash on hand @ 09/30/20 for FY20 activities	\$	758,573

**Cash Balances@ 09/30/20:**

Health Benefits	\$6,808.94
General	\$881,536.38
Vehicle Replacement	\$33,817.67
Dare Fund	\$15,645.18
Special Capital Assets	\$84,090.17
Actual cash balance @ 09/30/20 all accounts	<b>\$1,021,898.34</b>

All Funds (Modified Accrual Basis Projections)	2020 YTD Budget	2020 YTD Actual	2020 YTD Difference (Budget vs. Actual)	2020 Total Adopted Budget
GENERAL FUND REVENUES	4,759,971	4,777,019	17,048	5,711,962
GENERAL FUND EXPENDITURES		4,018,750		
NET FY 20 REVENUES OVER EXPENDITURES		758,269		
VEHICLE REPLACEMENT REVENUES	115,002	115,261	259	138,000
VEHICLE REPLACEMENT EXPENDITURES		115,379		
VEHICLE REPLACEMENT COVERED BY CARRYOVER FUNDS		0		
NET FY 20 REVENUES OVER EXPENDITURES		(118)		
SPECIAL CAPITAL ASSETS REVENUES	0	535	535	0
CAPITAL EXPENDITURES		113		
NET FY 20 REVENUES OVER EXPENDITURES		422		
COMBINED REVENUES	4,874,973	4,892,815	17,307	5,849,962
COMBINED EXPENDITURES		4,134,241		
COMBINED FY 20 NET REVENUES / EXPENDITURES		758,573		
Formal reserves:				
DARE				\$15,645
VEHICLE REPLACEMENT				\$33,818
SPECIAL CAPITAL ASSETS				\$84,090
WORKING CAPITAL				\$60,000
STATE TRAINING FUNDS				\$2,406
				<b>\$195,959</b>



# **NEW BUSINESS**

MVPD VEHICLE INVENTORY September 2020										
UNIT #	Assigned	YEAR	MAKE	Projected Mileage						
				10/27/2016	10/27/2017	12/1/2018	10/27/2019	9/22/2020	9/22/2021	9/22/2022
168	Community	2014	FORD	65,548	87,548	109,548	109,700	x	x	x
170	Ex Job Unit	2015	FORD	39,357	61,357	83,273	84,273	86,493	x	x
172	ALPR	2015	FORD	24,270	46,270	64,415	70,415	70,622	70,722	x
173	Patrol	2015	FORD	40,723	62,723	70,460	92,460	100,216	0	0
174	Patrol	2015	FORD	22,323	44,323	62,771	84,771	100,791	101,323	0
175	Patrol	2016	FORD	17,089	39,089	56,170	81,089	90,944	112,944	0
176*	Patrol	2016	CHEV	15,089	46,371	66,664	90,371	94,441	116,441	138,441
177	Patrol	2017	FORD	0	5,010	34,581	49,010	84,952	106,952	128,952
178	Patrol	2017	FORD	0	4,048	39,092	42,048	98,758	120,758	0
179	Patrol	2017	DODG	0	5,601	34,195	49,601	92,187	114,187	136,187
180*	Patrol	2018	Chevy			14,693	22,000	51,326	73,326	95,326
181	Patrol	2018	Ford			4,528	22,000	47,833	69,833	91,833
182	Patrol	2018	Ford			6,374	22,000	24,865	46,865	68,865
183	Patrol	2019	DODG				9,968	29,968	51,968	53,968
184	Patrol	2019	DODG				5,422	27,422	49,422	71,422
185	Patrol	2020	DODG					25	22,025	24,025
186	Patrol	2020	DODG					25	22,025	24,025
187	Patrol	2020	DODG					25	22,025	44,025
UM/Spares										
DARE	DARE*	2020	TOYO					1,116	8,000	8,000
83	Pool	2012	CHEV	91,650	96,650	113,104	118,104	124,122	129,122	x
84	Chief	2016	DODG	3,400	13,150	18,150	23,150	46,100	51,100	56,100
85	Commander	2017	DODG	0	5,210	20,547	25,547	36,000	41,000	46,000
86	Det Grey	2017	DODG	0	6,234	32,101	37,101	73,000	78,000	83,000
79	Truck	2008	FORD	96,470	101,470	110,158	115,158	124,112	x	x
87	Det Black	2018	DODG			12,332	17,755	40,000		
88	Commander	2019	DODG					11,600		

DARE - LOANER VEHICLE

Avg Mileage for Fleet				51,090	50,180	app 50,000	app 55,000	app 67000	app 55000	app 55000
-----------------------	--	--	--	--------	--------	------------	------------	-----------	-----------	-----------

Note: Patrol units assigned to 2 officers per unit driving @22,000 miles per year.

Note: Admin/Support Services/Chief vehicles based on a single officer driving @5,000 miles per year.

Current Mileage

Going Out of Service

Note: Spare unit

In service

**TO: Commander Sission, Chief Schultz**

**FROM: Sgt. L. Owens**

**DATE: 09-22-2020**

**SUBJECT: Fleet Replacement**



In preparation of new patrol units coming online, I evaluated the status of the units currently in service in the patrol division.

Two units are over 100 thousand miles, Units 173 and 174. Four units are at 90 thousand miles or more, Unit 175, Supervisor Tahoe 176, Unit 178 and unit 179. Unit 178 will exceed 100 thousand miles in the next 60 days.

Five Units are at fifty-one thousand miles or less, the Supervisor Tahoe 180, Unit 181, Drone Unit 182, Unit 183, and Unit 184.

Manufacturers production was stopped for several months due to the Covid-19 Pandemic. The department had placed an order for three new patrol units in January. Because of the shutdown, the units were not delivered until August 2020.

Due to the delay, 2 units that were scheduled to be removed from service, had to remain in service causing additional maintenance and mileage.

The three new units 185, 186, and 187, should be placed in service in the next few weeks.

Unit 175 will be removed from service and used as a pool car until the end of 2021. It could be extended until the end of 2022 if necessary.

Unit 173 will be removed from service and along with the current pool cars, Unit 168, and 170 will be taken to Houston Auto Auction. Due to ongoing mechanical issues and mileage, over one hundred thousand miles, Unit 174 should also be sent to the Houston Auto Auction.

*#174 to Emergency car*

I would also like approval to order for the 2021 Patrol Fleet in September or October at the latest. The order process typically takes 120 days, and payment is not required until delivery is made. Ordering the new units in September or October should place delivery of the units in January. This would allow for the units to be upfitted and placed in service earlier in 2021.

I would recommend purchasing three Dodge Durango SUV patrol units. Two of the Units would be added to fleet and replace Unit 178 and 179. Those units will exceed one hundred thousand miles by the first part of 2021. The third Unit would replace the supervisor Tahoe Unit 176.

Vehicle Make	Initial Cost	Upfitting *	Laptop Computer	Stop Sitck	Kustom Radar	Decal Package	Total Cost	
2021 Chevy Tahoe PPV	\$35,467	\$17,900	\$3,700	\$465	\$1,517	\$925	\$59,974	(1)
2021 Dodge Durango Pursuit	\$34,678	\$14,500	\$3,700	\$465	\$1,517	\$925	\$55,785	(2)

\*Includes cost of all emegency lighting and installation as well as installations of radar, video systems, and decals

\$ 171,544



# MergerTree Solutions



Managed Technology Services

QBR for Memorial Villages Police Department

September 2020

CONFIDENTIAL



## Agenda

- Asset Health Reporting
- Asset Security
- Technology Refresh
- Operational Planning
- Cybersecurity

# Asset Health Report



## Executive Summary

Memorial Villages Police Department (September 21, 2020)

mergertree

### Latest Client Health

6 Servers  
38 Workstations  
0 Network Devices  
77%

83% Performance

99% CPU Performance  
60% Memory Performance  
85% Drive Performance  
95% Drive Fragmentation

71% Stability

80% CPU Stability  
96% Memory Stability  
100% Drive Stability  
88% OS Stability  
76% Other Stability Checks (4)

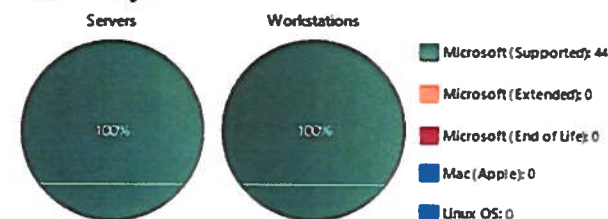
78% Security

86% Antivirus Security  
64% Patch Compliance  
97% Patch Recommended Check

### Asset Standards At-Risk

Standard Name	Failed
Workstation: Hard Drives	15 / 44
Server: Hard Drives	4 / 44
Workstation: CPU	3 / 44
Workstation: Memory	3 / 44
Server: CPU	2 / 44
3 additional failed standards detected	

### Asset Analysis



### Server Drive Utilization: Top 5 At-Risk

Location\Computer	Volume Name	Size	Drive Space Utilized
Main Office\MVPDVH01 (1011)	DATA	838 GB	92%
Main Office\MVPDF51 (2913)	Data	500 GB	84%
Main Office\MVPDVH01 (1011)	- -	838 GB	81%
Main Office\MVPD-VIDEOSRV (2959)	Coban	7.28 TB	56%
Vehicles\CAPERSDB1 (3386)	Database	300 GB	35%

### Workstation Drive Utilization: Top 5 At-Risk

Location\Computer	Volume Name	Size	Drive Space Utilized
Main Office\WVALLACE-HP-IT (2144)	HP_RECOVERY	18 GB	99%
Main Office\MVPD-MLOUD-HP (2065)	HP_RECOVERY	13 GB	95%
Main Office\MVPD-FLERMA-IT (2425)	Windows7_OS	214 GB	90%
Main Office\MVPD-OGMILLER (2413)	Recovery Image	17 GB	87%
Main Office\MVPD-KKELSO (2187)	HP_RECOVERY	13 GB	86%

### Patch Compliance: Top 5 At-Risk

Location\Computer	Patch Compliance	I / NA / F	Patch Status
Vehicles\DESKTOP-57U2OPC	0.0%	0 / 12 / 0	Missing Patches
Vehicles\UNIT173	0.0%	0 / 7 / 0	Missing Patches
Vehicles\UNIT-176	0.0%	0 / 5 / 0	Missing Patches
Vehicles\UNIT174	0.0%	0 / 4 / 0	Missing Patches
Main Office\DISPATCH2-0818	0.0%	0 / 4 / 0	Missing Patches

- **Overall Health is good.**
- Some assets are near end of lifecycle
  - Primary server MVPDVH01
  - Drives near capacity
  - ~~One Windows 7~~
  - ~~CBN140312133256~~
  - ~~AV alert is in error and under review (8)~~
  - ~~Webroot not on Vehicle Units~~
- Patching window needed

### Server refresh plan for

Domain server MVPDVH01.

Capers now running as Virtuals on re-purposed server.

### Backups

BDR needs to be replaced.

IT Simply Works.™

3

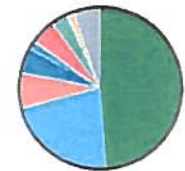
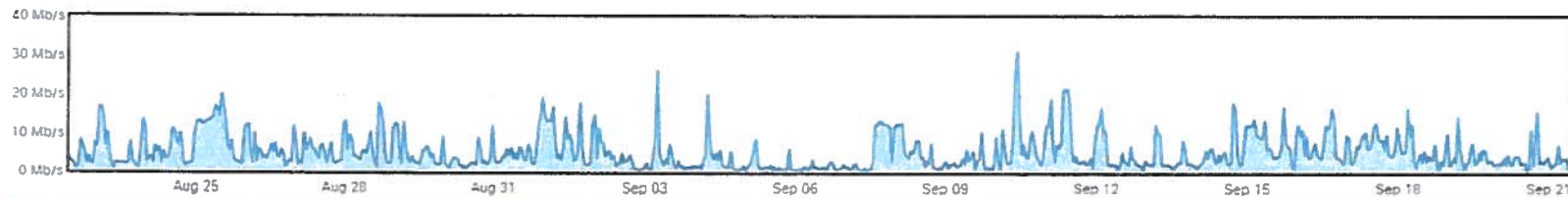
# Network Security - Firewall



Clients all for the last 30 days

1.64 TB (+ 997.76 GB, + 677.61 GB)

Applications

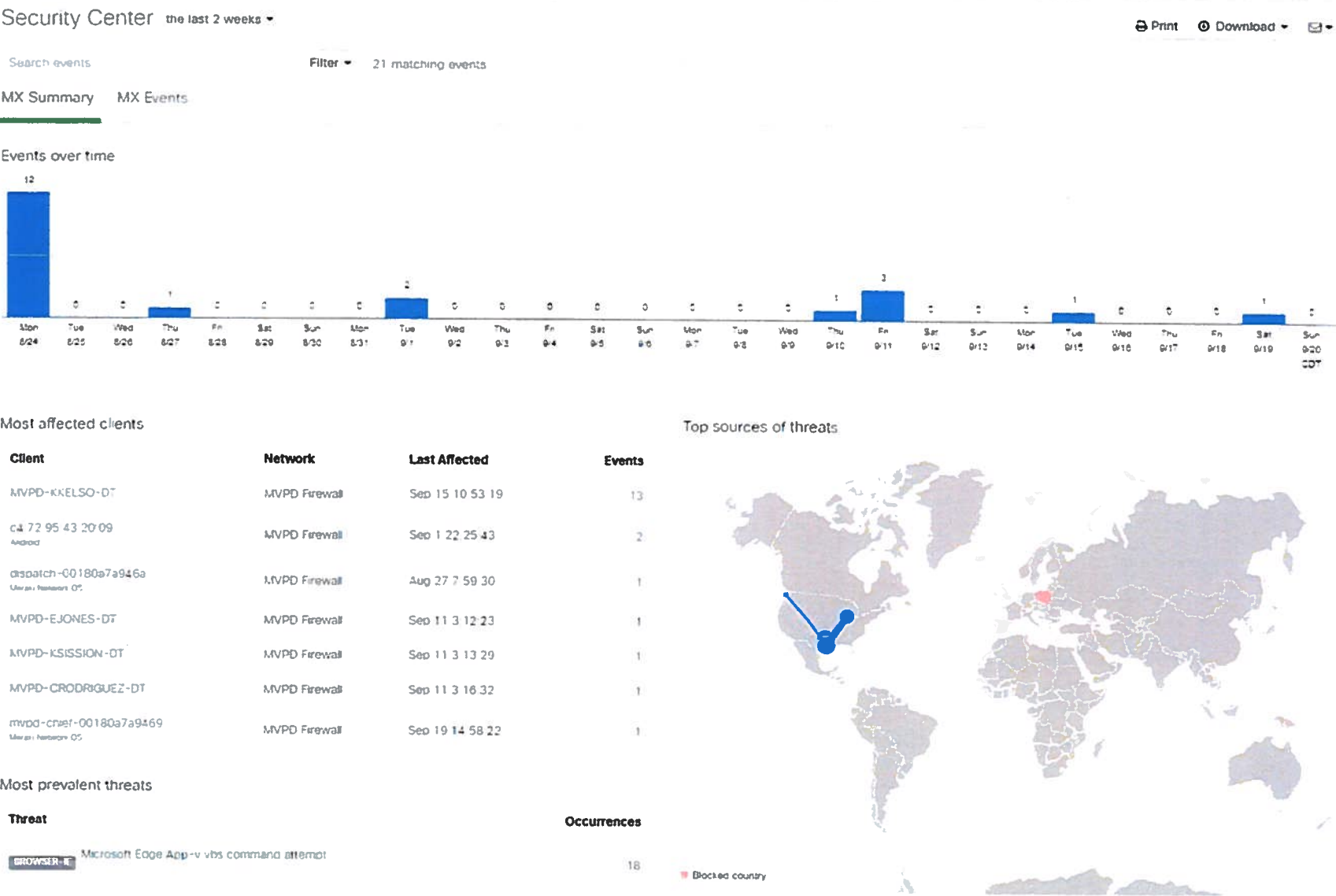


Hide

## Applications details

#	Description	Group	Usage	% Usage	Group usage	Group % usage
1	Miscellaneous secure web	-	754.58 GB	48.7%	754.58 GB	48.7%
2	SSH	-	344.28 GB	22.2%	344.28 GB	22.2%
3	UDP	-	109.20 GB	7.0%	109.20 GB	7.0%
4	Netflix	Video	82.03 GB	5.3%	107.83 GB	7.0%
5	YouTube	Video	23.95 GB	1.5%	107.83 GB	7.0%
6	Miscellaneous video	Video	1.18 GB	0.1%	107.83 GB	7.0%
7	Amazon Instant Video	Video	674.5 MB	< 0.1%	107.83 GB	7.0%
8	Vimeo	Video	4.1 MB	< 0.1%	107.83 GB	7.0%
9	hulu.com	Video	594 KB	< 0.1%	107.83 GB	7.0%
10	microsoft.com	-	76.19 GB	4.9%	76.19 GB	4.9%
11	Facebook	Social web	50.88 GB	3.3%	54.32 GB	3.5%
12	Twitter	Social web	2.16 GB	0.1%	54.32 GB	3.5%
13	Instagram	Social web	818.2 MB	0.1%	54.32 GB	3.5%
14	Snapechat	Social web	465.6 MB	< 0.1%	54.32 GB	3.5%
15	Pinterest	Social web	39.5 MB	< 0.1%	54.32 GB	3.5%
16	Yelp	Social web	608 KB	< 0.1%	54.32 GB	3.5%
17	Office 365	Productivity	16.48 GB	1.1%	21.98 GB	1.4%
18	Sharepoint	Productivity	5.50 GB	0.4%	21.98 GB	1.4%
19	Slack	Productivity	463 KB	< 0.1%	21.98 GB	1.4%
20	Adobe Creative Cloud	Productivity	54 KB	< 0.1%	21.98 GB	1.4%

# Network Security - Firewall



# OpenDNS Web Security



## Deployment Health

100% **Active Networks**  
1 / 1 Active

100% **Active Roaming Clients**  
1 / 1 Active

0% **Active Virtual Appliances**  
0 / 0 Active

## Network Breakdown

☐ See All Security Events

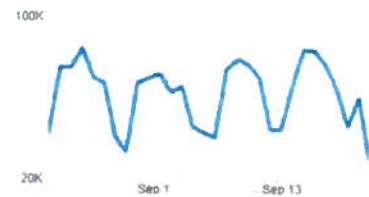
ALL

DNS

PROXY

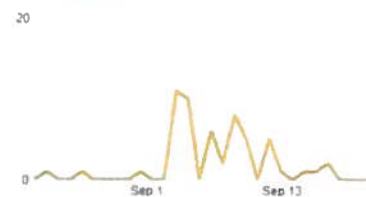
### Total Requests

1 BM Total ▼ 0% vs last 30 days



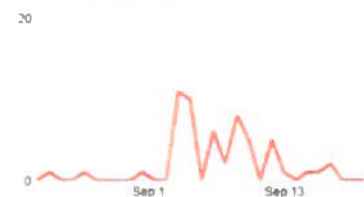
### Total Blocks

55 Total ▲ 28% vs last 30 days



### Security Blocks

55 Total ▲ 28% vs last 30 days

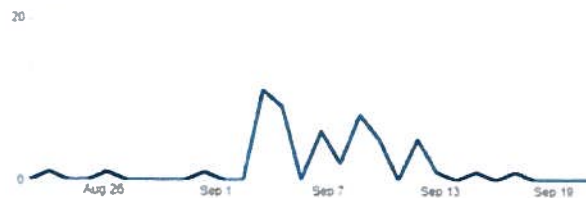


## Security Categories

☐ See All Security Events

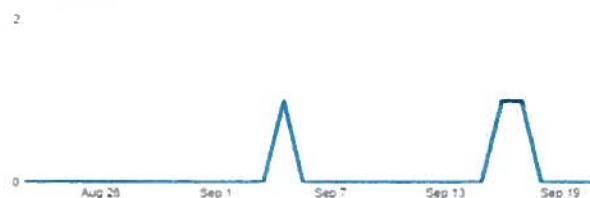
### Malware Blocks

52 Total ▲ 27% vs last 30 days



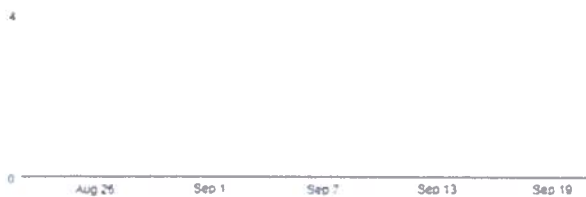
### Phishing Blocks

3 Total ▲ 50% vs last 30 days



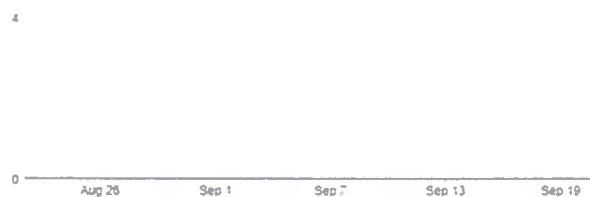
### Command & Control Blocks

0 Total - % vs last 30 days



### Cryptomining Blocks

0 Total - % vs last 30 days



[VIEW ALL SECURITY ACTIVITY](#)

IT Simply Works.™



# Endpoint Security WEBROOT



	Hostname	Policy	Group	Status	Last Seen	Last Threat	Agent Version
1	DIGITALALLYMAIN	MVPD Shield Less	Default Group	Not Seen Recently	Aug 18th 2020, 10:41	Dec 10th 2016, 19:46	9.0.28.48
2	DISPATCH1-0818	Recommended Defaults	Default Group	Protected	Sep 21st 2020, 10:07	Apr 4th 2020, 10:07	9.0.28.48
3	DISPATCH2-0818	Recommended Defaults	Default Group	Protected	Sep 21st 2020, 10:37		9.0.28.48
4	DISPATCH3	MVPD Shield Less	Default Group	Protected	Sep 20th 2020, 11:10	Feb 1st 2016, 11:21	9.0.28.48
5	EVIDENCE-PC	Recommended Defaults	Default Group	Protected	Sep 15th 2020, 12:36		9.0.28.48
6	FINANCE	Recommended Defaults	Default Group	Protected	Sep 21st 2020, 09:37		9.0.28.48
7	LAPTOP-0JUG767D	Recommended Defaults	Default Group	Protected	Sep 20th 2020, 18:53		9.0.28.48
8	MAPPING	Recommended Defaults	Default Group	Protected	Sep 21st 2020, 10:29		9.0.28.48
9	MVPD-CHIEF-DT	Recommended Defaults	Default Group	Not Seen Recently	Aug 7th 2020, 14:29	Aug 7th 2018, 15:36	9.0.28.48
10	MVPD-CID	Recommended Defaults	Default Group	Not Seen Recently	Aug 29th 2020, 10:45	Feb 13th 2020, 09:37	9.0.28.48
11	MVPD-CRODRIGUEZ	Recommended Defaults	Default Group	Protected	Sep 20th 2020, 13:49		9.0.28.48
12	MVPD-EJONES-DT	Recommended Defaults	Default Group	Protected	Sep 21st 2020, 10:17		9.0.28.48
13	MVPD-JAIL	Recommended Defaults	Default Group	Protected	Sep 21st 2020, 10:16		9.0.28.48
14	MVPD-KKELSO	Recommended Defaults	Default Group	Protected	Sep 21st 2020, 10:06	Oct 3rd 2018, 07:04	9.0.28.48
15	MVPD-KKELSO-DT	Recommended Defaults	Default Group	Protected	Sep 21st 2020, 10:17		9.0.28.48
16	MVPD-KSISSION	Recommended Defaults	Default Group	Not Seen Recently	Jul 14th 2020, 11:54		9.0.28.48
17	MVPD-KSISSION-D	Recommended Defaults	Default Group	Protected	Sep 21st 2020, 10:17		9.0.28.48
18	MVPD-LOWENS2	Recommended Defaults	Default Group	Not Seen Recently	May 1st 2020, 08:09	Jan 4th 2019, 10:44	9.0.28.39
19	MVPD-MLOUD-DT	Recommended Defaults	Default Group	Not Seen Recently	Sep 4th 2020, 13:37		9.0.28.48
20	MVPD-MLOUD-HP	Recommended Defaults	Default Group	Protected	Sep 21st 2020, 10:21	Apr 24th 2017, 15:05	9.0.28.48
21	MVPD-MLOUD-LT	Recommended Defaults	Default Group	Protected	Sep 19th 2020, 18:12		9.0.28.48
22	MVPD-OGMILLER	Recommended Defaults	Default Group	Protected	Sep 20th 2020, 17:59		9.0.28.48
23	MVPD-RSCHULTZ-D	Recommended Defaults	Default Group	Protected	Sep 20th 2020, 10:17		9.0.28.48
24	MVPD-RSTIVNER-D	Recommended Defaults	Default Group	Protected	Sep 17th 2020, 10:57		9.0.28.48
25	MVPD-SGTPC2	Recommended Defaults	Default Group	Not Seen Recently	Aug 29th 2020, 10:40		9.0.28.48
26	MVPDDC1	Recommended Defaults	Default Group	Protected	Sep 21st 2020, 10:46		9.0.28.48
27	MVPDFS1	Recommended Defaults	Default Group	Protected	Sep 21st 2020, 10:42		9.0.28.48
28	MVPDVH01	Recommended Defaults	Default Group	Protected	Sep 20th 2020, 10:58		9.0.28.48
29	ROLLCALL1	Recommended Defaults	Default Group	Protected	Sep 21st 2020, 10:10		9.0.28.48
30	ROLLCALL2	Recommended Defaults	Default Group	Protected	Sep 20th 2020, 18:48		9.0.28.48
31	ROLLCALL3	Recommended Defaults	Default Group	Not Seen Recently	Aug 19th 2020, 10:42	Feb 9th 2016, 11:12	9.0.28.48
32	VWALLACE-HP-LT	Recommended Defaults	Default Group	Protected	Sep 21st 2020, 10:06	Oct 4th 2018, 10:39	9.0.28.48

# Computer Asset List



Client Name	Agent Name	Agent Type	Agent Manufacturer	Agent Mainboard	Agent Serial Number	Agent Asset Tag	Agent Asset Date
Memorial Villages Police	SGT SPRINKLE HP	Work Station	Hewlett-Packard	HP 500E Microtower	MXL2102F8X	MXL2102F8X	9/25/2014 3:39:55 AM
Memorial Villages Police	UNIT 169	Laptop	Dell	Latitude E5430	2N87F12		1/4/2015 2:29:01 PM
Memorial Villages Police	DIGITAL ALLYMAN	Work Station	ASUSTek COMPUTER INC	K30AD_M31AD_M51AD	849D03001KCP	Asset 1234567890	4/7/2015 11:56:41 AM
Memorial Villages Police	MVPD-MLOUD-LE	Laptop	TOUCH BA	Satellite L5918	2E009657C	No Asset Tag	8/7/2015 11:35:51 AM
Memorial Villages Police	ROLLCALL1	Work Station	Hewlett-Packard	550-1010	2CR125VPSL	2CR1350PSL	10/21/2015 12:25:45 PM
Memorial Villages Police	MVPD-JAIL	Work Station	Hewlett-Packard	HP Z230 Tower Workstation	2U45530ZW4	2U45530ZW4	1/29/2016 3:15:21 AM
Memorial Villages Police	MVPD-MLOUD-HP	Work Station	Hewlett-Packard	HP Z230 Tower Workstation	2U45530ZWG	2U45530ZWG	1/29/2016 2:37:44 PM
Memorial Villages Police	MV WALLACE HP LT	Laptop	Hewlett-Packard	HP ProBook 470 G3	92D61202S8	92D61202S8	2/1/2016 10:16:47 AM
Memorial Villages Police	DESK TOP-STU20PC	Laptop	Microsoft Corporation	Surface Pro 3	161M44344952	0	2/20/2016 9:30:38 AM
Memorial Villages Police	MVPD-KKELSD	Work Station	Hewlett-Packard	HP Z230 Tower Workstation	2U45530ZWx	2U45530ZWx	3/16/2016 11:32:26 AM
Memorial Villages Police	MVPD-OJD	Work Station	Hewlett-Packard	HP Z230 TOWER WORKSTATION	2U45530ZWR		10/14/2016 10:18:44 AM
Memorial Villages Police	UNIT 161	Laptop	Panasonic Corporation	CF54-1	6DTS454340	No Asset Tag	11/9/2016 6:42:25 AM
Memorial Villages Police	MARRITTA	Work Station	Hewlett-Packard	HP ProDesk 600 G2 SFF	MXL6410H23	MXL6410H23	12/12/2016 1:16:00 PM
Memorial Villages Police	UNIT173	Laptop	Panasonic Corporation	CF53-4	5BTS91441	No Asset Tag	1/17/2017 12:52:56 PM
Memorial Villages Police	MVPD-OGMILLER	Laptop	Hewlett-Packard	HP ProBook 450 G4	5CD65052T2	5CD65052T2	2/28/2017 11:18:25 AM
Memorial Villages Police	FINANCE	Work Station	Hewlett-Packard	HP ProDesk 600 G2 SFF	MXL70324T9	MXL70324T9	2/28/2017 12:40:27 PM
Memorial Villages Police	MVPD-FLERMA-LT	Laptop	LENOVO	20B6005KUS	PC03DDK5	No Asset Information	3/9/2017 10:37:07 AM
Memorial Villages Police	DODGECHARGER	Laptop	Panasonic Corporation	CF-54-1	6JTS92160	No Asset Tag	4/21/2017 12:37:20 PM
Memorial Villages Police	MVPD-RSTIVNER-D	Work Station	Hewlett-Packard	HP EliteDesk 800 G1 TWR	2UA4380DWN	2UA4380DWN	6/28/2018 8:26:05 AM
Memorial Villages Police	EVIDENCE-PC	Work Station	Dell	OptiPlex 790	8QJ5NS1		7/3/2018 8:08:19 AM
Memorial Villages Police	DISPATCH1-0818	Work Station	LENOVO	30BH005UUS	MJ0780RX		8/2/2018 6:42:40 PM
Memorial Villages Police	DISPATCH2-0818	Work Station	LENOVO	30BH005UUS	MJ0780RV		8/3/2018 4:19:45 AM
Memorial Villages Police	DISPATCH3-0818	Work Station	LENOVO	30BH005UUS	MJ0780RW		8/3/2018 2:21:13 PM
Memorial Villages Police	MVPD-SGTPC2	Work Station	Hewlett-Packard	HP ProDesk 600 G1 TWR	MXL3520ZW3	MXL3520ZW3	8/10/2018 11:48:07 AM
Memorial Villages Police	UNIT174	Laptop	Panasonic Corporation	CF53-4	4LTS74657	No Asset Tag	9/13/2018 10:43:50 AM
Memorial Villages Police	UNIT-176	Laptop	Panasonic Corporation	CF-54-1	6DTS464337	No Asset Tag	9/13/2018 10:58:30 AM
Memorial Villages Police	UNIT-183	Laptop	Panasonic Corporation	CF-54-3	9CTTC25481	No Asset Tag	5/23/2019 11:58:15 AM
Memorial Villages Police	ROLLCALL1	Work Station	Hewlett-Packard	HP ProDesk 600 G4 SFF	MXL9212S8K	MXL9212S8K	5/31/2019 12:59:01 PM
Memorial Villages Police	ROLLCALL2	Work Station	Hewlett-Packard	HP ProDesk 600 G4 SFF	MXL9212S8J	MXL9212S8J	6/4/2019 9:53:04 AM
Memorial Villages Police	UNIT-179	Laptop	Panasonic Corporation	CF-54-2	7DTS427846	No Asset Tag	6/21/2019 11:04:20 AM
Memorial Villages Police	UNIT-177	Laptop	Panasonic Corporation	CF-54-2	7DTS427864	No Asset Tag	6/25/2019 11:48:08 AM
Memorial Villages Police	UNIT-184	Laptop	Panasonic Corporation	CF-54-3	9CTTC25473	No Asset Tag	6/25/2019 12:20:01 PM
Memorial Villages Police	UNIT178	Laptop	Panasonic Corporation	CF-54-2	7DTS427842	No Asset Tag	8/7/2019 12:51:41 PM
Memorial Villages Police	MVPD-RSCHULTZ-D	Work Station	Hewlett-Packard	HP Z2 SFF G4 Workstation	MXL92954F3	MXL92954F3	11/8/2019 12:51:11 PM
Memorial Villages Police	MVPD-KSISSION-D	Work Station	Hewlett-Packard	HP ProDesk 600 G5 SFF	MXL0254N7V	MXL0254N7V	6/30/2020 12:37:16 PM
Memorial Villages Police	MVPD-EJONES-DT	Work Station	Hewlett-Packard	HP ProDesk 600 G5 SFF	MXL0254N7Z	MXL0254N7Z	6/30/2020 1:45:33 PM
Memorial Villages Police	MVPD-CRODRIGUEZ	Work Station	Hewlett-Packard	HP ProDesk 600 G5 SFF	MXL0254N7W	MXL0254N7W	7/24/2020 2:35:17 PM
Memorial Villages Police	MVPD-MLOUD-DT	Work Station	Hewlett-Packard	HP ProDesk 600 G5 SFF	MXL0254N7Y	MXL0254N7Y	7/24/2020 3:05:07 PM

# Data Protection - Server Backups



MVPDBDR02

SNE 0CC47A768E2E

1

DEVICE WEB

MODEL

SP5000

CLIENT

MVPD

LAST CHECK IN

6 minutes

TICKETS

0

OFFSITE

6.7 TB

LOCAL

98%

Agent Name	Unprotected	Last Screenshot	Last Offsite Sync	Last Local Backup	Last 10 Backup Attempts
DigitalAllyMain	2 Volumes	1 month	1 month	1 month	— Paused agent —
DISPATCH2-0818	0 Volumes	11 days	11 days	11 days	— Paused agent —
DISPATCH3	0 Volumes	4 months	4 months	4 months	— Paused agent —
DISPATCH3-0818	0 Volumes	11 days	11 days	11 days	— Paused agent —
FINANCE	0 Volumes	13 days	13 days	13 days	— Paused agent —
MVPD-CHIEF-DT	0 Volumes	10 months	10 months	10 months	— Paused agent —
MVPD-MLOUD-HP	2 Volumes	3 days	3 days	23 minutes	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>
MVPD-RSCHULTZ-DT	1 Volume	3 days	3 days	23 minutes	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>
MVPD-VIDEOSRV	2 Volumes	11 days	11 days	11 days	— Paused agent —
MVPDDC1	0 Volumes	3 days	11 hours	5 hours	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>
MVPDFS1	0 Volumes	3 days	3 days	23 minutes	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>
VWALLACE-HP-LT	0 Volumes	11 days	11 days	11 days	— Paused agent —

Review backup utilization.

~~Storage is at 93% utilized.~~ Now 98% UTILIZED.

This impact virtualization process in time of need.

INSUFFICIENT BACKUP CAPACITY.

RISK OF DATA LOSS. NEED CAPERS APP & DB INCLUDED.

We have special pricing options with up to 50% off hardware with 36 mos. agreement.

10TB ~~\$7,290~~ \$3,500 setup +\$800/mo.

12TB ~~\$10,000~~ \$5,000 setup +\$900/mo.

18TB ~~\$12,685~~ \$6,000 setup +\$1,200/mo.

IT Simply Works.™

10

# Server Asset List



Client Name	Agent Name	Agent Type	Agent Manufacturer	Agent Mainboard	Agent Memory Total	Agent Serial Number	Agent Asset Tag	Agent Asset Date
Memorial Villages Police	MVPDVH01	Server	HP Inc.	ProLiant ML350 Gen9	244.0mb	24122300190		3/1/2019 1:52:44 AM
Memorial Villages Police	MVPDDC1	Server	Microsoft Corporation	Virtual Machine	4096mb	4023-6212-5756-7235-3051-5053-55	7542-0533-9233-6711-8492-1158-35	2/15/2019 9:20:42 AM
Memorial Villages Police	MVPDFS1	Server	Microsoft Corporation	Virtual Machine	4096mb	9000-4245-9417-2758-2664-0702-48	0625-5871-0554-0435-1410-5987-33	11/6/2018 7:34:01 AM
Memorial Villages Police	MVPD-VIDEOSRV	Server	HPE	ProLiant ML350 Gen10	48802mb	MXQ8510257		1/8/2019 12:26:04 PM
Memorial Villages Police	CAPERSDB1	Server	Microsoft Corporation	Virtual Machine	20479mb	3575-2631-0009-9840-6342-1291-34	3575-2631-0009-9840-6342-1291-34	5/17/2020 12:06:50 PM
Memorial Villages Police	CAPERSAP1	Server	Microsoft Corporation	Virtual Machine	8191mb	9994-7518-8697-4943-8101-3768-55	9994-7518-8697-4943-8101-3768-55	6/17/2020 12:07:43 PM

Budget for new Domain Server.

Replace MVPDVH01 (MVPDDC1 & MVPDFS1)

Estimate \$12,000. (Hardware, software, project)

Capers now running on MVPD-VIDEOSRV

CAPERSDB1

CAPERSAP1



# Technology Refresh



- Firewalls
  - Status Good
  - Annual License renewal due July 1<sup>st</sup> (COMPLETED)
- Switches
  - Status Good
- Servers
  - MVPDVH01 now six years old – plan for replacement budget \$12K
  - BDR SP5000 – plan for replacement budget \$6k + \$1k/mo.
  - CAPERS Server – swap with Video Server (COMPLETE)
- Workstations/Laptops
  - Per Lifecycle Plan – review asset list
  - Older than 2016 should be decommissioned/replaced
- Telephone
  - Complete in 2016
  - Consider Microsoft Teams
- Bandwidth Provider review
  - Status Good.
- WiFi – Current.



## 2020-2021 Strategic Planning - Business Projections

- Are there plans for new applications or technology in the coming year?
  - Q1 – Domain Server?
  - Q2 –
  - Q3 –
  - Q4 -

- **Recommendations:**

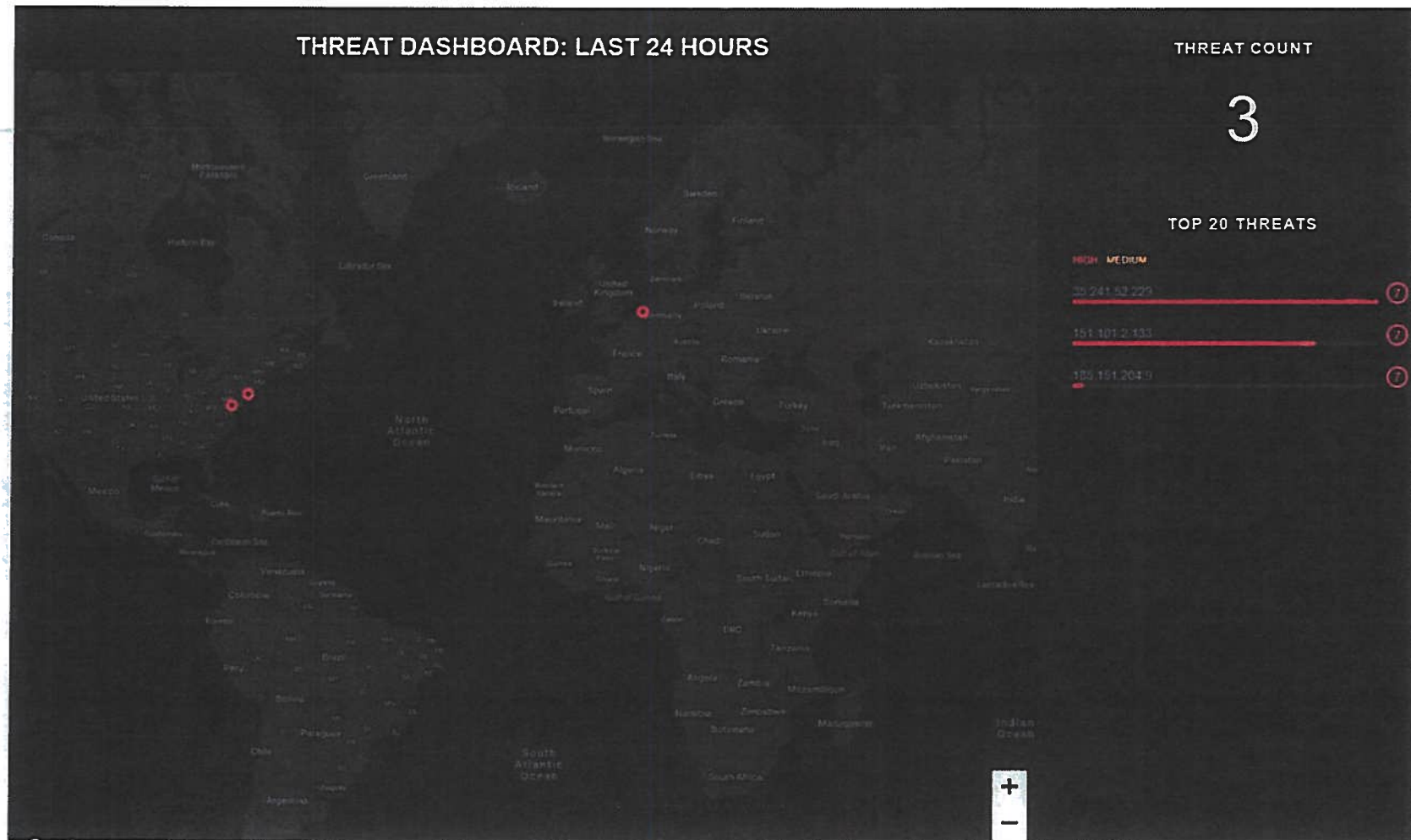
- Add Cybersecurity services with Cyber5
  - Online Training
  - Ransomware Protection
  - Advanced Persistent Threat Monitoring (ongoing trial)
- Network Cybersecurity
  - Regular Vulnerability scanning
  - SIEM and Internal Threat Monitoring (ongoing trial)
  - Retained Incident Response
  - Cybersecurity Insurance

# Network Security - Firewall

## APT Monitor - Trial



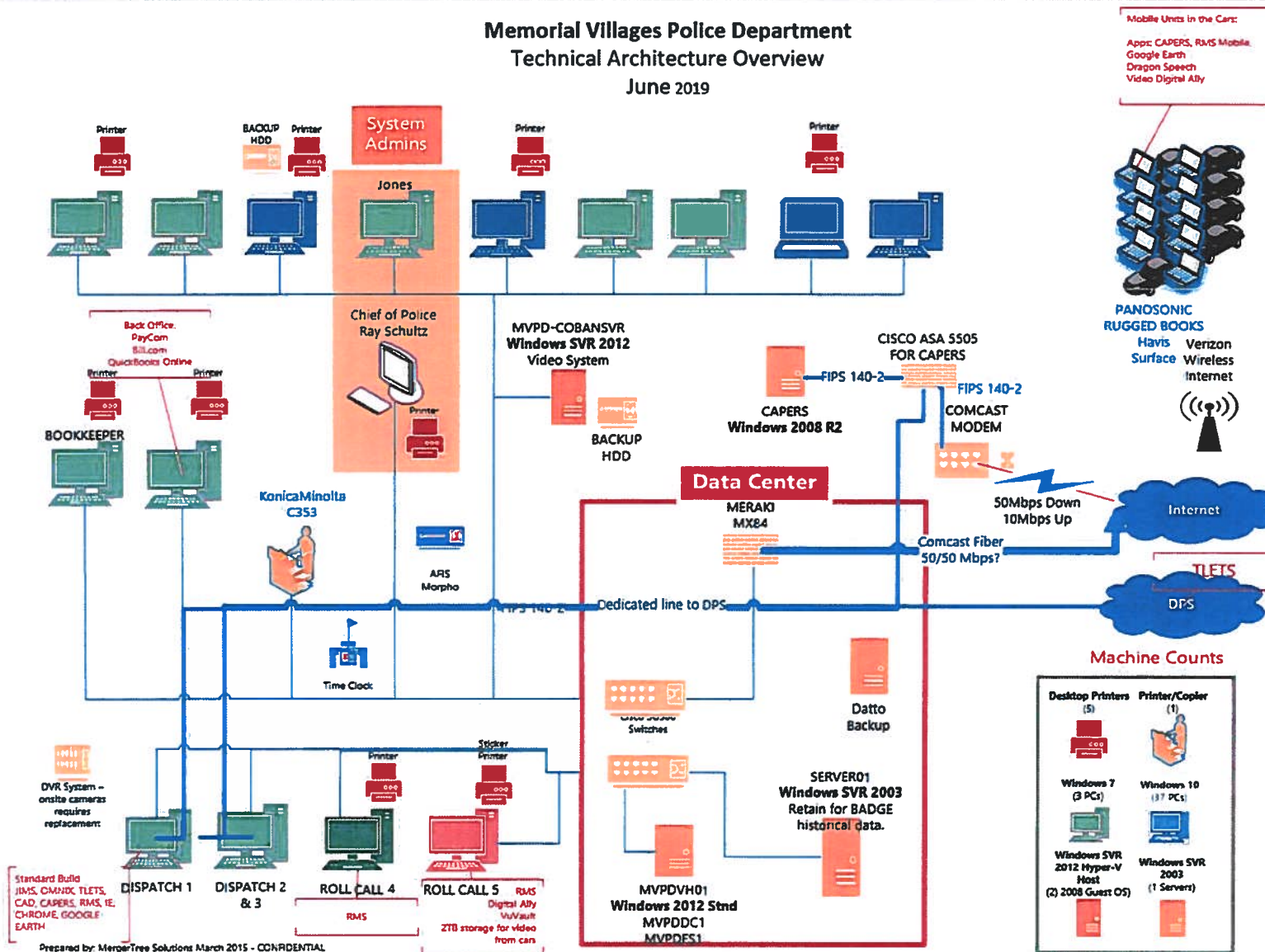
# Network Security - Firewall Threat Monitor - Trial



# Network Diagram



## Memorial Villages Police Department Technical Architecture Overview June 2019



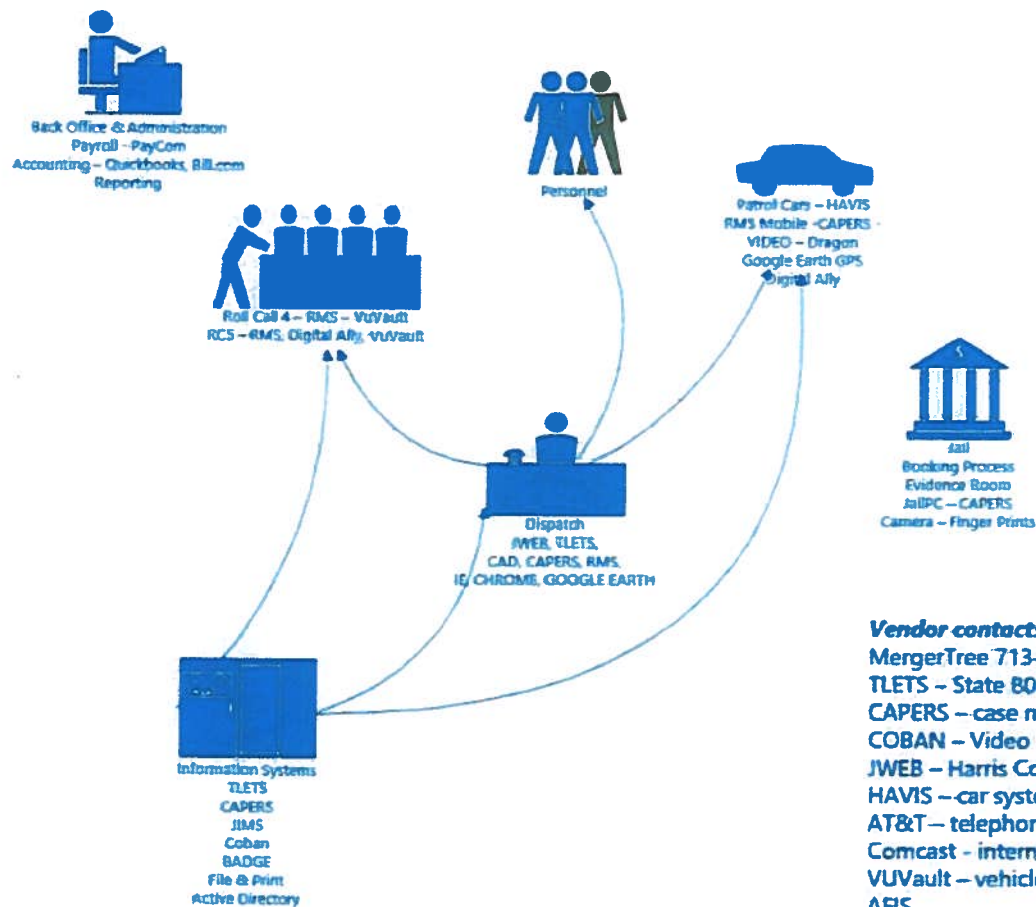
IT Simply Works.™



# Workflow Drawing



## Memorial Villages Police Department Work Flow Overview June 2019



### Vendor contacts

MergerTree 713-982-8099 - HelpDesk, IT Dept.  
TLETS - State 800-638-5387  
CAPERS - case mgmt 708-995-7500  
COBAN - Video 281-925-0488  
JWEB - Harris County  
HAVIS - car systems 800-524-9900  
AT&T - telephones  
Comcast - internet  
VUVault - vehicle video catalog 800-440-4947  
AFIS -

Prepared by MergerTree Solutions March 2018 - CONFIDENTIAL

# Cybersecurity



## MERGERTREE SOLUTIONS MANAGED CYBERSECURITY



MergerTree Managed  
Cybersecurity  
We provide peace of mind

### Cybersecurity you can count on

The National Institute of Standards- Cybersecurity Framework defines five functions measured in a security audit. MergerTree Managed Cybersecurity comprehensively covers all five functions.

**IDENTIFY:** identifies your technology assets, delivers a full risk assessment, and defines a risk management strategy

**PROTECT:** protects your information through high level data security applications, information protection processes and procedures, managed and tested response and recovery plans, and asset and access controls

**DETECT:** detects anomalous events and security threats through continuous security monitoring, escalation of event awareness, and routine testing of detection processes

**RESPOND:** responds according to approved and tested response plan to contain and mitigate events and updates strategies to protect newly identified vulnerabilities

**RECOVER:** recovers business function, assets and information affected by a cybersecurity breach according to a best in class SLA

MERGERTREE SOLUTIONS  
1000 Main ST Suite 3250  
Houston, TX 77002  
(713) 982-8000  
[secure@mergertree.com](mailto:secure@mergertree.com)



### MergerTree Managed Cybersecurity W.I.S.P.

Written Information Security Policies created by MergerTree for MMCA clients may include these General Policies, Network Security Policies, Server Security Policies, and Application Security Policies. Policies are individualized through collaboration with client company compliance team. Policies are approved by client company principals. Policies are included as applicable and additional policies may be created as needed.

#### General Policies

- ✓ Acceptable Encryption Policy
- ✓ Acceptable Use Policy
- ✓ Clean Desk Policy
- ✓ Disaster Recovery Plan Policy
- ✓ Digital Signature Acceptance Policy
- ✓ Email Policy
- ✓ Ethics Policy
- ✓ Pandemic Response Planning Policy
- ✓ Password Construction Guidelines
- ✓ Password Protection Policy
- ✓ Security Response Plan Policy
- ✓ End User Encryption Key Protection Policy

#### Network Security Policies

- ✓ Acquisition Assessment Policy
- ✓ Bluetooth Baseline Requirements Policy
- ✓ Remote Access Policy
- ✓ Remote Access Tools Policy
- ✓ Router and Switch Security Policy
- ✓ Wireless Communication Policy
- ✓ Wireless Communication Standard

#### Server Security Policies

- ✓ Database Credentials Policy
- ✓ Technology Equipment Disposal Policy
- ✓ Information Logging Standard
- ✓ Lab Security Policy
- ✓ Server Security Policy
- ✓ Software Installation Policy
- ✓ Workstation Security (For HIPAA) Policy

#### Application Security Policies

- ✓ Web Application Security Policy



## **CHIEF'S UPDATES**



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

Raymond Schultz  
Chief of Police

October 12, 2020

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

During the month of September, MVPD responded/handled a total of 8,331 calls/incidents. 7,517 House watch checks were conducted. 43 traffic stops were initiated with 53 citations being issued for 95 violations. (Note: 9 Assists in Hedwig, 38 in Houston, 0 in Spring Valley and 0 in Hillshire)

*Calls/Events by Village were:*

Village	Calls/YTD	House Watches/YTD	Accidents	Citations	Response Time
Bunker Hill:	3238/27797	2915/24971	2	9	3@4:06
Piney Point:	1891/20901	1658/18095	4	16	1@4:58
Hunters Creek:	3241/28231	2941/24790	6	28	2@2:01 6@3:33

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

Call Type	#	Call Type	#	Citations	#
False Alarms:	146	Ord. Violations:	21	Speeding:	19
Accidents:	12	Information:	53	Exp. Registration:	9
ALPR Hits:	65	Suspicious Situations:	111	No Ins:	9
Assist Fire:	41	Welfare Checks:	8	Equipment	12
Assist EMS:	26			Red Light	2

*This month the department generated a total of 55 police reports.*

Crimes Against of Persons (0)

Crimes Against Property (18)

Burglary of a Motor Vehicle	1	Theft Felony	1
Motor Vehicle Theft	2	Theft Misd.	4
Fraud/ID	7	Forgery	2
Credit Card Abuse	1		

Petty/Quality of Life Crimes/Events (37)

ALPR Hits (valid)	6	Criminal Trespass	1
Poss. of a Controlled Sub/Para.	2	Misc. Reports	28

Arrest Summary: Individuals Arrested (5)

Warrants	1	DWI	0
Class 3 Arrests	2	Felony	2

<u>Budget YTD:</u>	<u>Expense</u>	<u>Budget</u>	<u>%</u>
• Personnel Expense:	3,342,605	4,815,125	69.4%
• Operating Expense:	676,145	896,837	77%
• Total M&O Expenditures:	4,018,750	5,711,962	70.4%
• Capital Expenses:	115,379	138,000	84%
• Net Expenses:	4,134,241	5,849,962	71%

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

- Met with Mr. Viada and Mr. Hightower on 9/29/20 to discuss further action on internal personnel case.
- Met with Commissioner Johnson and Mr. Hightower On 10/5/20 and began work on the Duty to Intervene Policy Revision.

#### Personnel Changes/Issues/Updates

- Participated in a Texas Workforce appeal hearing on an Unemployment Claim that had been filed against the MVPD on 9/15/20. A MVPD employee had been laid off from a part time job. The claim was filed against the MVPD by error, the department prevailed in the claim. However, initiated an EPI against the employee for failure to obtain advanced approval for the outside employment.
- Department concluded the 2020 MOE training cycle for all employees.
- Assigned first department wide training classes for all personnel to complete on-line. The mandatory classes were for De-escalation Tactics and COVID-19 for LE Personnel.
- All MVPD employees are back to work from COVID-19 leave.

#### Major/Significant Events

- On 9/1/20 a MVPD Unit damaged the temporary fuel pump at City Hall. A report and an EPI investigation has been initiated.
- 9/17/20 officers were dispatched to a suicide call in the 200 Block of Kilts. Officers investigated the death of a 21-year-old resident of the home. No foul play was suspected. The ME responded and assisted in the investigation.
- Throughout the month we have seen a marked increase in the number of fraudulent unemployment claims being filed by suspects using Village area resident's personal information. Detectives are working with TWC personnel.

#### Status Update on any Major Projects

- 3 marked vehicles were decommissioned and delivered to the auto auction for sale.
- Initiated an emergency repair of the building CCTV DVR. A repair technician responded and found one of the current DVR's to have failed. A new replacement single unit was priced out at \$2900. The new unit has been installed and now controls the entire system. The new operating software is web based and can be accessed by supervisors at any time.
- The department has initiated a project to identify all old evidence still maintained under the BADGE RMS system and to seek a court order of destruction of the items beyond the statute of limitations. It is expected that 100's of items can be destroyed, and we can close out the old legacy database. Existing BADGE evidence items will be migrated into CAPERS.

V-LINC new registrations in September: +27

BH – 1274 (+6)

PP – 893 (+6)

HC – 1327 (+14)

Quota Area – 444 (+1)

10/09/2020



## 2020 Total Incidents

2020	Crimes Against Persons	Crimes Against Property	Quality of Life Incidents	Total	Arrests	Incidents	House Checks	YTD BH INC	YTD BH HC	YTD PP INC	YTD PP HC	YTD HC INC	YTD HC HC
January	1	10	96	107	51	7824	6112	3248	2733	2166	1690	2117	1614
February	3	16	82	101	42	6182	4519	2148	1690	1578	1135	2201	1672
March	1	21	40	62	6	7095	6188	2767	2511	1635	1371	2607	2300
April	1	19	41	61	11	6390	5470	1897	1669	2067	1771	2356	2025
May	4	25	39	68	9	7354	6352	2187	1919	2208	1931	2912	2500
June	1	24	36	61	6	10053	8983	3602	3283	2904	2614	3499	3085
July	1	26	49	76	12	12864	12032	4858	4635	3583	3332	4362	4052
August	2	21	40	63	8	11704	10812	3852	3616	2869	2593	4936	4601
September	0	18	37	55	5	8331	7517	3238	2915	1891	1658	3241	2941
October													
November													
December													
Total	14	180	460	654	150	77797	67985	27797	24971	20901	18095	28231	24790
2019 Totals	19	159	1001	1179	580	113459	91672	40711	34541	28785	22638	40905	34223
Difference													
% Change													

## 2020 Officer Committed Time to Service Report

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

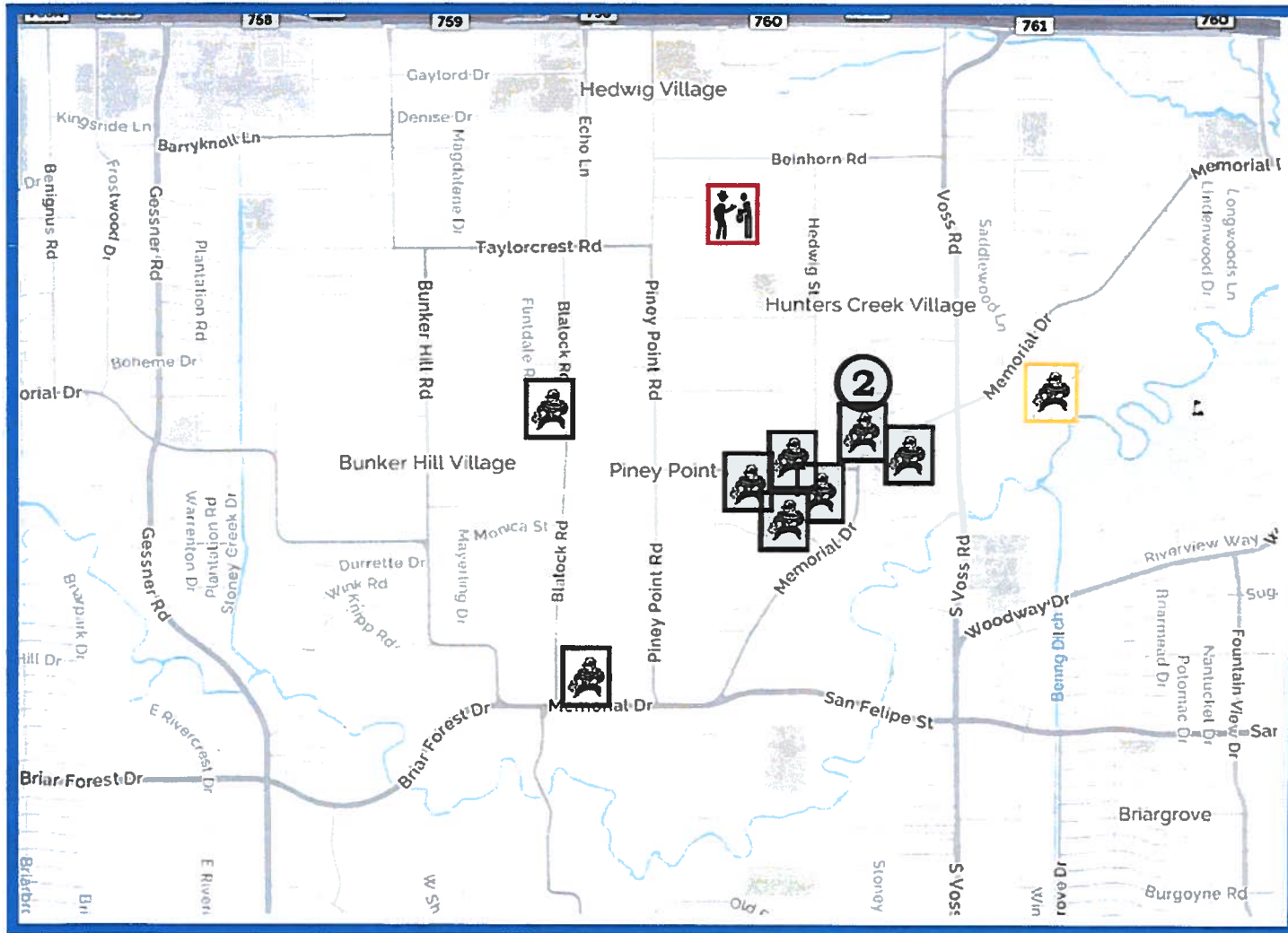
\* = Admin Asmt.

55

53

Dispatch Committed Time														Totals
911 Phone Calls		422	548	395	299	262	289	316	263	257				3051
3700 Phone Calls		2612	2306	2341	2395	2452	2528	2631	2204	2086				21555
DP General Phone Calls*		62:09:26	63:05:30	40:09:43	40:19:19	44:50:50	60:56:59	68:36:49	58:17:23	53:09:32				

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



## 2020 Burglary Map

<u>Address</u>	<u>Alarm</u>	<u>POE</u>
22 Willowron	N	Rear Door Force
11603 Mockingbird	N	Veh in Open Gar
11110 Green Bay	N	Rear Win open
209 Bryn Mawr	Y	Rear Door Force
11150 S Country	Y	Rear Door Force
11215 Montebello	Y	Front Door Force
4 Lacewood	N	Rear Door Force
11101 S Country Sq	N	Rear Door Force
411 Hunterwood	Y	Garage UNL
225 Millbrooke	N	Garage Open

### 2020 Robberies

<u>Address</u>	<u>MO</u>
6 Smithdale Estates	Purse at Ft Door



## Daytime Burglary



## Nighttime Burglary



## Robbery

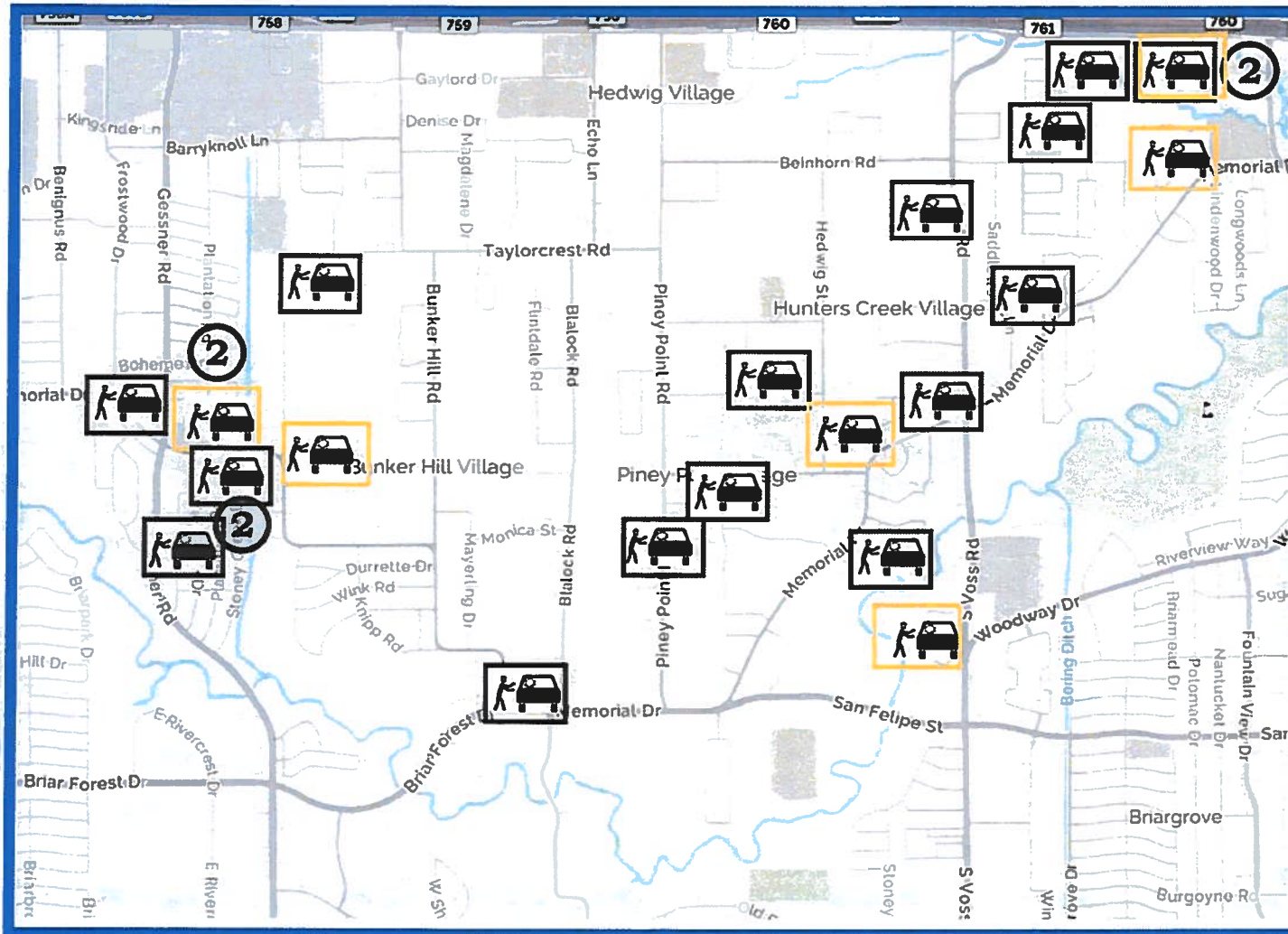
10/1/20

②



## 2020 Auto Burglary Map

<u>Address</u>	<u>POE</u>
12210 Valley Star	Side Window
11910 Broken Bough	UNL Door
933 Hickory Hollow	UNL Door
12126 Tara	Side Window
12330 Tealwood North	UNL Door
8435 Katy FWY	UNL Door
906 Flint River	UNL Door
422 Piney Point	UNL Door
11230 Hermosa	UNL Door
11106 Wickway	UNL Door
206 Caruthers	UNL Door
8333 Katy	UNL Door
12122 Memorial	Side Window
203 Plantation	UNL Door
238 Plantation	UNL Door
518 Lanecrest	Side Window
711 Riverview Way	UNL Door
836 Country Lane	UNK TK Bed
11007 Landon Ln	UNL Door
10710 Bridlewood	UNL Door
615 Hunters Grove	UNL Door
11935 Arbordale	UNL Door
212 Bylane	UNL Door



② ③ ④

10/1/20

## ALPR Recoveries

## Plate Recoveries

Num	Plate	Vehicle	Loc	Val	Links	Plate Recoveries	Date	Links
1	LKY5531	Kia Van	1	\$ 17,000.00	* Violent Car Jacking, 5 in custody	52385C6	2/9/2020	*
2	DWN8533	Chev Sub	8	\$ 6,000.00		LPL6079	7/21/2020	* son placed on vehicle
3	CKG0716	Lexus 460	1	\$ 24,000.00	* Suspects x2, ID Theft, Property from Burgs	CAHF59	8/1/2020	* Mobile Lab
4	59412R8	Range Rovi	V	\$ 60,000.00	* Vehicle bought with stolen ID	FJM2107	9/12/2020	
5	LNF5778	Ford Expec	5	\$ 40,000.00	* ID Theft/ Austin 20+ victims			
6	MBX2543	Chev Impal	1	\$ 1,200.00	* Purchased from suspect in 19-17 ALPR Case			
7	LGC1533	Toy Camar	14	\$ 2,100.00	* Purchased on-line ref to HPD			
8	LYN1197	Hon CRV	2	\$ 2,000.00	Recovered by Victim on Gessner drove to PD			
9	KSP2109	Toy camry	10	\$ 8,000.00				
10	DRF5499	Toy camry	Trailer	\$ 6,500.00	* Runaway, Carjacking Suspect			
11	BNV7346	Toy P/U	2	\$ 11,000.00	* Suspects x2, Mail Theft with Mail Keys			
12	JKF7019	Chev Mali	8	\$ 2,000.00	* Stolen Veh out of Pearland, w Suspect			
13	47330A8	Merc Benz	10	\$ 52,000.00	* Purchased with Fake ID			
14	LJT7662	Chev Cruizr	17	\$ 19,000.00	* Vehilce full of stolen ID's and Mail			
15	HKZ4316	Ford EC1	V	\$ 12,000.00	* Van had sus w/bolt cutters and Drugs			
16	MMS5222	Nis Alt	11	\$ 5,500.00	Hedwig took case			
17	LTL9962	Toy Avagr	8	\$ 4,500.00	* suspects in HPD ID Theft Ring			
18	N539442	Kia Sol	8	\$ 12,500.00	* Wanted Robbery Suspect LA			* Fraud/Crime Link
19	1BP7493	Nis Path	17	\$ 18,500.00	* ID theft Ring from Austin, Fake ID's Cc's			** Targeting Immigrants
20	63520D1	Scion TC	4	\$ 3,400.00				***Selling unreg veh's to immigrants
21	NBH4099	Kia Opt	V	\$ 22,000.00	* Armed Robb Suspects HPD			
22	HHZ7533	Toy Cam	7	\$ 14,000.00	* Missing Person			
23	CT9A5H	Dod Chargo	9	\$ 16,500.00	* Embezzled out of LA			V=Mobile Unit on Voss
24	MMT3827	Jeep Chek	20	\$ 14,500.00	* Felony Warrants x2 BMV			
25	FYC2648	Dodge PU	25	\$ 18,500.00	* Identity Theft, Poss of Narcotics			Firearm in vehicle
26	T0388H	DodgeTOW	19	\$ 30,000.00				
27	LCR9410	Ford Exp	2	\$ 40,000.00	* ID, Mail, Mail Keys, Meth			
28	BHJ6450	Honda CRV	2	\$ 11,000.00	Juvenile			
29	HZM8530	Kia 4Dr	8	\$ 18,000.00	Pursuit 1 in-custody			
30	MG56183	Jeep Chek	2	\$ 28,500.00	* 2 In-Custody, Drugs, Fel Warrant			
31	BNZF91	Jeep Wrg	7	\$ 27,000.00	* Drugs, Fraud			
32	DV1PZW	Ford EXP	1	\$ 37,000.00	* Stolen ID and CC's Habitual Offender 13 prior's			
33	LYD6496	HYD Eln	22	\$ 19,000.00	* Lyft Driver Rental Car Embezzlement			
34	72948F5	Toy Cam	19	\$ 23,500.00	** Clucked Vehicle			
35	KGX8019	Lex R35	23	\$ 42,000.00	** Clucked Vehicle			
36	HMV0501	GMC Trav	14	\$ 32,000.00	* BMV suspects noone in Custody, but recovery			
37	NDK8788	Chev PU	22	\$ 23,700.00	DA No Charges			
38	LJR0496	Honda Civ	24	\$ 18,500.00				
39	73110Y9	Ford Tau	Station	\$ 16,300.00				
40	MKN7371	Toy Cam	21	\$ 14,500.00	* Serial UUMV/Fugitive			
41	NFH6659	Dog Chall	19	\$ 40,000.00	* Fraudulent Rental			



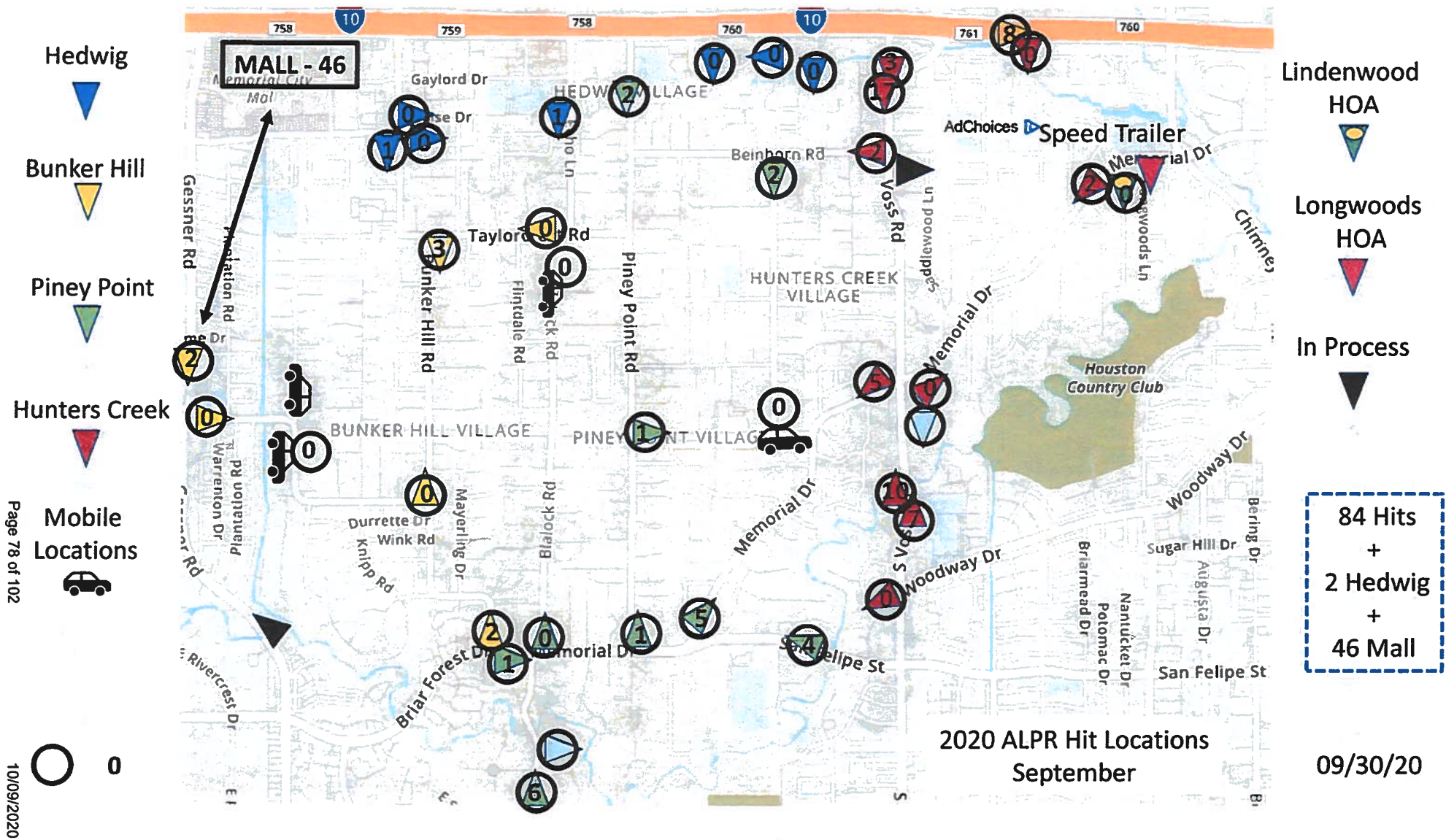
42	700CLG LA	Ford Fus	19	\$	8,700.00	* Fugitive
43	LXV1127	Jeep Chek	21	\$	17,100.00	* Fraudulent Rental from May
44	HBF6280	Cadi CTS	4	\$	52,900.00	
45	7310129	LEX300	19	\$	9,700.00	*Drive Off Test Drive fraud
46	HSN0644	BMW	23+	\$	18,500.00	* repeat auto theft offender
47	JBP7999	Ford F150	8	\$	17,000.00	DA no Prosecution

2020 Value	\$	937,600.00
2019 Value	\$	438,000.00
<b>Program Total</b>	\$	<b>1,375,600.00</b>

#### INVESTIGATIVE LEADS

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





## September 2020 VFD Assists

Calls received directly by MVPD via 911/3700

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

Total – 2	2:46
-----------	------

Fire – 2	2:46
----------	------

EMS – 0	0
---------	---

### By Village

BH Fire – 0	0
-------------	---

BH EMS – 0	0
------------	---

PP Fire – 1	4:58
-------------	------

PP EMS – 0	0
------------	---

HC Fire -1	0:35
------------	------

HC EMS -0	0
-----------	---

### Combined VFD Events (Priority + Radio)

Total – 34	4:34
------------	------

Fire – 22	4:01
-----------	------

EMS – 12	5:49
----------	------

### Radio Call Events

Total – 32	4:42
------------	------

Fire- 20	4:08
----------	------

EMS- 12	5:40
---------	------

- Note we had a couple of events where the officer did not log out on-scene as he/she arrived which makes the response appear to be longer

**AGENDA  
VILLAGE FIRE DEPARTMENT  
REGULAR MONTHLY BOARD MEETING  
WEDNESDAY, OCTOBER 28, 2020 6:00 P.M.  
Zoom Meeting**

The Board of Commission is authorized by Attorney General of Texas, Ken Paxton.  
o TEX. GOV'T CODE § 551.043(b)(2)– (3) o TEX. GOV'T CODE §§ 551.049–551.051

Governor's Office Clears Path for Governmental Bodies to Meet Telephonically or by  
Videoconference During Coronavirus Disaster

Notice is hereby given of a regular monthly meeting of the Fire Commission of the Village Fire Department, to be held on **WEDNESDAY, OCTOBER 28, 2020 6:00 P.M.**, Telephone conference information listed below.

*Marlo Longoria is inviting you to a scheduled Zoom meeting.*

*Topic: Commission meeting*

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

*Join Zoom Meeting*

*<https://us02web.zoom.us/j/88254264551?pwd=bWwrNWJoZlBGVWI2NHAxQ2g1NkFDZz09>*

*Meeting ID: 882 5426 4551*

*Passcode: 851136*

*One tap mobile*

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

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

*Dial by your location*

*+1 346 248 7799 US (Houston)*

*+1 669 900 6833 US (San Jose)*

*+1 253 215 8782 US (Tacoma)*

*+1 312 626 6799 US (Chicago)*

*+1 929 205 6099 US (New York)*

*+1 301 715 8592 US (Germantown)*

*Meeting ID: 882 5426 4551*

*Passcode: 851136*

*Find your local number: <https://us02web.zoom.us/j/keaiHwLSm9>*



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

**1. CALL TO ORDER**

**2. COMMENTS FROM THE PUBLIC**

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

**3A.** Approval of Minutes – September 2020

**3B.** Approval of bills paid – September 2020- GF & FF

**4. REPORTS**

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

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

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

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

None

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

None

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

None

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

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

**8A.** Action on the following;

1. Facility budget funding – amend 2021 budget to reflect total cost of renovation
2. Dedication of ambulance funds
3. Authorize abolishment of CAF and allocation of balance funds
4. Reward Study proposed items

**8B.** Temporary Tent – cost proposal

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

None

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

**11. FUTURE TOPICS**

**12. NEXT MEETING DATE**

November 18, 2020

**13. ADJOURNMENT**

I certify that the agenda for the 28th of October 2020, Regular Telephonic Monthly Meeting was posted at the fire department this the 20th day of October 2020, at 2:00 p.m.

*Marlo Longoria*

Marlo Longoria- Administrator

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

<b>VILLAGE FIRE DEPT. September BUDGETARY SUMMARY</b>	<b>BUDGET YEAR 20</b>	<b>YEAR TO DATE</b>	<b>% USED</b>	<b>% BUDGET</b>	<b>MONTHLY EXPENSES September</b>
<b>CAPITAL:</b>					
CONTINGENCY-PHYSICAL PLANT	35,000.00	2,726.84	7.79%	76.00%	0.00
MISC. TOOLS, EQUIP., & HOSE	24,000.00	11,158.04	46.49%	76.00%	5,307.11
PROTECTIVE GEAR	20,000.00	16,231.17	81.16%	76.00%	0.00
RADIO PURCHASE	0			76.00%	0.00
TOTAL CAPITAL EXPENDITURES	79,000.00	30,116.05	38.12%	76.00%	5,307.11
<b>PERSONNEL EXPENDITURES:</b>					
SALARIES	3,992,496.00	2,952,346.15	73.95%	76.00%	326,659.09
457 PLAN CONTRIBUTION	78,730.00	0.00	0.00%	76.00%	0.00
SALARIES - OVERTIME	105,000.00	122,134.44	116.32%	76.00%	18,003.93
BONUS	0.00	0.00	0.00%	76.00%	0.00
PROF. CERTIFICATION PAY	44,400.00	39,120.77	88.11%	76.00%	4,294.86
COMPENSATED ABSENCE PAY	0.00	0.00	0.00%	76.00%	0.00
FICA TAX	322,419.00	234,453.58	72.72%	76.00%	25,367.65
DISABILITY INSURANCE	23,000.00	18,323.75	79.67%	76.00%	2,063.90
EMPLOYEE RETIREMENT	271,000.00	206,128.18	76.06%	76.00%	21,490.71
HOSPITALIZATION INSURANCE	701,235.00	468,497.32	66.81%	76.00%	50,835.35
MEAL ALLOWANCES	35,000.00	24,745.00	70.70%	76.00%	2,916.00
WORKMENS' COMP. INSURANCE	35,000.00	26,249.22	75.00%	76.00%	2,916.58
TOTAL PERSONNEL EXPENDITURES	5,608,280.00	4,091,998.39	72.96%	76.00%	454,548.07
<b>OPERATIONAL EXPENDITURES:</b>					
AMBULANCE MEDICAL SUPPLIES	55,000.00	40,896.45	74.36%	76.00%	2,455.96
BLDG. SUPPLIES & MAINTENANCE	47,000.00	38,724.63	82.39%	76.00%	7,782.81
CHEMICALS	2,000.00	0.00	0.00%	76.00%	0.00
CONTINGENCY	20,000.00	5,374.52	26.87%	76.00%	0.00
DUES/SUBSCRIPTIONS/MANUALS	6,500.00	1,283.06	19.74%	76.00%	0.00
FIRE PREVENTION/PUBLIC RELATIONS	15,000.00	4,723.40	31.49%	76.00%	136.91
GAS & OIL	45,000.00	6,312.58	14.03%	76.00%	2,449.49
INSURANCE - CASUALTY	42,000.00	36,028.29	85.78%	76.00%	3,790.33
MAINTENANCE OF EQUIPMENT:	135,000.00	152,237.49	112.77%	76.00%	16,233.80
CHIEF'S VEHICLE		3,578.72			1,002.78
FIRE MARSHAL'S VEHICLE		468.91			146.10
BATTALION 1		243.17			0.00

turn out gear for employees

nationwide 2% difference 61K Ren

( TB 6k combined with salaries)

PUMPER (ENGINE 1)		24,570.98			1,731.98
UTILITY VEHICLE		4,328.39			98.99
LADDER (LADDER 1)		32,147.07			3,960.04
AMBULANCE (MEDIC 1)		39,023.01			3,895.41
AMBULANCE (MEDIC 2)		9.50			0.00
AMBULANCE (MEDIC 3)		0.00			0.00
MAINTENANCE - OTHER		27,021.63			5,398.50
MAINTENANCE - CONTRACTS		8,791.65			0.00
PUMPER (ENGINE 2)		12,054.46			0.00
MISCELLANEOUS EXPENDITURES:	7,200.00	2,689.48	37.35%	76.00%	1,369.48
SAFETY DEPOSIT BOX RENT		0.00			0.00
LICENSE/PERMITS		1,320.00			0.00
OTHER MISC. EXPENSES		0.00			0.00
LEGAL NOTICES/ADVERT.		1,369.48			1,369.48
<b>VILLAGE FIRE DEPT.</b>	<b>BUDGET</b>	<b>YEAR TO</b>	<b>%</b>	<b>%</b>	<b>MONTHLY</b>
<b>September</b>	<b>YEAR</b>	<b>DATE</b>	<b>USED</b>	<b>BUDGET</b>	<b>EXPENSES</b>
<b>BUDGETARY SUMMARY</b>	<b>20</b>				<b>September</b>
POSTAGE/PRINTING/STATIONERY:	37,000.00	33,105.17	89.47%	76.00%	3,181.21
BANK ANALYSIS CHARGES/SUPPLIES		0.00			0.00
OFFICE SUPPLIES		9,299.78			1,043.75
POSTAGE		203.61			0.00
PENALTIES		0.00			0.00
PRINTING		564.87			0.00
MAINT. CONTRACTS/EQUIP.		8,820.89			0.00
COFFEE BAR/REFRESHMENTS		2,248.38			454.16
POSTAGE METER RENTAL		-1,267.93			173.04
OFFICE EQUIPMENT/COMPUTERS		2,303.36			286.36
OTHER		3,761.96			526.46
BANK SERVICES CHARGES		7,170.25			697.44
PROFESSIONAL SERVICES:	145,480.00	84,618.05	58.16%	76.00%	5,883.39
REVERSE ENTRIES FOR A.P.		(2,280.95)			
ADJUSTMENT-DUPLICATE CHECKS		(1,930.50)			0.00
PROFESSIONAL SERVICES - OTHER		34,926.62			1,135.45
CPA		10,108.00			0.00
LEGAL		16,111.00			0.00
IT SERVICES		17,683.88			2,247.94
MEDICAL		10,000.00			2,500.00

ESO/Creative switching designs

reclass to FF

PUBLIC UTILITIES	60,000.00	53,784.94	89.64%	76.00%	7,669.19
RENT	10.00	10.00	100.00%	76.00%	0.00
STATE CERTIFICATION FEES	6,000.00	3,370.94	56.18%	76.00%	39.05
TRAINING PROGRAMS	30,000.00	16,343.75	54.48%	76.00%	2,650.46
CPR		220.81			0.00
CONVENTIONS		619.05			0.00
OTHER TRAINING EXP.		1,688.28			0.00
SEMINARS-OFF PREMISES		4,998.40			2,271.80
TRAINING EXAMS		2,798.12			378.66
TRAINING-ON PREMISES		4,803.70			0.00
OUT OF TOWN EXPENSES		1,215.39			0.00
UNIFORMS	25,000.00	3,487.49	13.95%	76.00%	0.00
TOTAL OPERATIONAL EXPENDITURES	678,190.00	482,990.24	71.22%	76.00%	53,642.08
<b>GRAND TOTAL</b>	<b>\$6,365,470.00</b>	<b>\$4,605,104.68</b>	<b>72.35%</b>	<b>76.00%</b>	<b>\$513,497.26</b>
CAPITAL REPLACEMENT FUND	160,000.00				
COMPENSATION ABSENCE RESERVE FUND	0.00				
FACILITY FUND	1,500,000.00				
<b>TOTAL BUDGET FOR 2020</b>	<b>\$8,025,470.00</b>	<b>\$0.00</b>			

Tclose 1018.34

T-SHIRTS COVID-19 SUPPLIES



# Village Fire Department Bank Account Register

WFB - VFD General Fund  
September 1, 2020 - September 30, 2020

Date	Reference	Payee ID	Description	Checks/ Payments	Deposits/ Additions	Balance
09/01/20		VMIG	Beginning Balance			85,920.69
09/01/20			Villages Mutual Insurance	69,010.39		16,910.30
09/01/20		AF	FLEET COR FUNDING 8/31/2020	1,951.93		14,958.37
09/01/20			AFLAC	1,107.95		13,850.42
			Online transfer funds fo rinsurance payment VMIG - GF		69,010.39	82,860.81
09/01/20	11363	SAMS	Sam's Club Direct	699.82		82,160.99
09/01/20	11364	AL'S	Al's Engine & Equipment	41.90		82,119.09
09/01/20	11365	OFFIC	Office Depot Card Plan	243.35		81,875.74
09/01/20	11366	COMCAST	Comcast	363.99		81,511.75
09/01/20	11367	MUNIC	Municipal Emergency Services	69.30		81,442.45
09/01/20	11368	COMCAST	Comcast	74.57		81,367.88
09/01/20	11369	PROWELD	Professional Welding Supply	39.40		81,328.48
09/01/20	11370	PURA	Pura Flo Corporation	35.00		81,293.48
09/01/20	11371	KONICAMINOL	Konica Minolta Business Solutions	224.70		81,068.78
09/01/20	11372	MARTI	Martin Apparatus, Inc.	2,835.50		78,233.28
09/09/20			ACH PAYMENT RUSTY OIL CHANGE	146.10		78,087.18
09/11/20			BANK SERVICE CHARGE	697.44		77,389.74
09/11/20		CHASE	Chase	7,652.49		69,737.25
09/14/20		HOWARDM	Howard Miller	57.00		69,680.25
09/14/20			PPE 9/15/2020 NET TAX PAYMENT	47,589.91		22,090.34
09/14/20			CASH TRASNFER AG/CM- 7879 19-010P - VFD RENO/ADD		19,506.25	41,596.59
09/14/20			TRANSFER PPE 9/15/2020 AND BILLS		250,000.00	291,596.59
09/14/20	11373	UTHS	UTHS	1,250.00		290,346.59
09/14/20	11374	SMART	Daffenberg, LLC	295.00		290,051.59
09/14/20	11375	HENRY	Henry Scheln, Inc.	220.95		289,830.64
09/14/20	11376	HDEP	Home Depot	40.02		289,790.62
09/14/20	11377		COOL CARE HEATING - A/C	222.00		289,568.62
09/14/20	11378	PBCC	Pitney Bowes Credit Corporation	173.04		289,395.58
09/15/20			PPE 9/15/2020 PAYROLL	118,700.13		170,695.45
09/15/20			AGCM / PAYMENT 7879 DATE 9/2020	19,506.25		151,189.20
09/15/20			TEXAS PRIDE DISPOSAL	161.29		151,027.91
09/15/20			CHILD SUPPORT	1,847.39		149,180.52
09/15/20			ACH PAYMENT- EMPLOYEE REIMBURSEMENT	417.71		148,762.81
09/16/20			ONLINE TRANSFER AF-GF R1 PAYMENT		268.06	149,030.87
09/17/20			ONLINE TRANSFER R1 PAYMENT TO AF REFUND GF		999.90	150,030.77
09/17/20		UNION	Village Prof. FF Association	380.00		149,650.77
09/17/20			ACH PAYMENT- PAYMENT TO R1	268.06		149,382.71
09/17/20		VFFA	Village Firefighters Association	210.00		149,172.71
09/17/20		VALC	Valic Retirement Services Company	175.00		148,997.71
09/17/20		NRS	Nationwide Retirement Solutions	5,490.00		143,507.71
09/17/20		ATT	AT&T	346.03		143,161.68
09/21/20		AF	AFLAC	1,107.95		142,053.73
09/23/20			FLEETCOR- FUEL	497.56		141,556.17
09/23/20	11380		S & T AUTOBODY	1,295.70		140,260.47
09/24/20		RELIA	Reliant Energy	3,588.05		136,672.42
09/24/20		ATT	AT&T	80.65		136,591.77
09/25/20		ATT	AT&T	2,976.05		133,615.72
09/25/20		CENTERPOINT	Center Point Energy	105.77		133,509.95
09/25/20			ELECTRONIC PPE 9/25/2020 AND BILLS		225,000.00	358,509.95
09/28/20		WELLSFARGO	Wells Fargo	1,203.25		357,306.70
09/28/20		WELLSFARGO	Wells Fargo	1,164.07		356,142.63
09/28/20			MEAL MONEY	2,916.00		353,226.63
09/28/20		COMCAST	Comcast	155.70		353,070.93
09/28/20	11381		FIREWERKS FIRE APPARATUS	587.83		352,483.10

# Village Fire Department Bank Account Register

WFB - VFD General Fund

September 1, 2020 - September 30, 2020

Date	Reference	Payee ID	Description	Checks/ Payments	Deposits/ Additions	Balance
09/28/20	11382	AL'S	Al's Engine & Equipment	418.72		352,064.38
09/28/20	11383	FRAZE	Frazer, Ltd.	756.66		351,307.72
09/28/20	11384	AIB	American Information Bureau	214.95		351,092.77
09/28/20	11385	DEL	Delta Industrial Service	150.00		350,942.77
09/28/20	11386	MVWA	Memorial Villages Water Authority	134.92		350,807.85
09/28/20	11387	MARTI	Martin Apparatus, Inc.	3,372.21		347,435.64
09/28/20	11388	ADAMS AUTO	JP Adams Investments, Ltd.	98.99		347,336.65
09/28/20	11389	ACCUTEK	Accutek Computer	2,200.00		345,136.65
09/28/20	11390	MUNIC	Municipal Emergency Services	461.04		344,675.61
09/28/20	11391	CSP	Cummins Southern Plains, Ltd.	91.08		344,584.53
09/28/20	11392	COMCAST	Comcast	84.62		344,499.91
09/28/20	11393		MR. APPLIANCE OF PINEY POINT VILLAGE	224.41		344,275.50
09/28/20	11394	COMCAST	Comcast	363.99		343,911.51
09/28/20	11395	CONCENTRA	OCCUPATIONAL HEALTH CENTERS OF SOUTHWEST P.A.	530.50		343,381.01
09/28/20	11396	SAMS	Sam's Club Direct	516.20		342,864.81
09/28/20	11397		HOUSTON CHRONICLE	1,369.48		341,495.33
09/29/20		SPRINT	Sprint	380.72		341,114.61
09/30/20			PAYROLL CLEARING 9/30/2020 PPE	107,405.70		233,708.91
09/30/20			ACH PAYMENT BOUNDTREE, MUNIC, TMRS	50,712.61		182,996.30
09/30/20		UNION	Village Prof. FF Association	380.00		182,616.30
09/30/20		VFFA	Village Firefighters Association	210.00		182,406.30
09/30/20		VALC	Valic Retirement Services Company	175.00		182,231.30
09/30/20			TAX PAYMENT PPE 9/30/2020	41,448.31		140,782.99
09/30/20			CHILD SUPPORT	1,847.39		138,935.60
09/30/20			INTEREST INCOME		27.23	138,962.83
09/30/20	11398	KYRISH TRUC	KYRISH TRUCK CENTERS OF HOUSTON	2,599.71		136,363.12
09/30/20	11399	HENRY	Henry Schein, Inc.	444.34		135,918.78
09/30/20	11400	ACCUTEK	Accutek Computer	47.94		135,870.84
09/30/20	11401	UTHS	UTHS	1,250.00		134,620.84
09/30/20	11402	PURA	Pura Flo Corporation	70.00		134,550.84
09/30/20	11403	OFFIC	Office Depot Card Plan	803.16		133,747.68
<b>Totals</b>				<b>516,984.84</b>	<b>564,811.83</b>	<b>133,747.68</b>

Transaction count = 84

**Village Fire Department  
Bank Account Register**

WFB - Facility Fund  
September 1, 2020 - September 30, 2020

Date	Reference	Payee ID	Description	Checks/ Payments	Deposits/ Additions	Balance
09/01/20			Beginning Balance			3,813,640.14
09/01/20	1049		INTEREST INCOME		58.06	3,813,698.20
09/01/20	1050		NOREX - ENGINEERING INC	3,000.00		3,810,698.20
09/14/20			NOREX ENGINEERING, Inc	3,000.00		3,807,698.20
09/30/20			CASH TRANSFER FF-GF AGCM INV. 7879 DATE: 9/8/2020	19,506.25		3,788,191.95
			3RD QUARTER FACILITY FUND TRANSFER		325,000.00	4,113,191.95
			<b>Totals</b>	<u>25,506.25</u>	<u>325,058.06</u>	<u>4,113,191.95</u>

Transaction count = 5



## proposed renovation budget confirmation and related issues

1 message

**Henry Kollenberg** <henry@ppvcouncil.org>

Fri, Sep 11, 2020 at 9:37 AM

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

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

Commissioners --

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

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

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

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

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

Henry

### 2 attachments

 Draft letter to Mayors.pdf  
55K

 Facility Fund Notes .pdf  
75K

# Village Fire Department



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

**Protecting and Serving the Cities of:**

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

*The Honorable Brian T. Muecke*

Mayor, City of Hedwig Village

*The Honorable Russell Herron*

Mayor, City of Hilshire Village

*The Honorable Jim Pappas*

Mayor, City of Hunters Creek Village

*The Honorable Mark Kobelan*

Mayor, City of Piney Point

*The Honorable Marcus Vajdas*

Mayor, City of Spring Valley

September 21, 2020

**Re: Facility Renovations**

**Dear Mayors:**

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

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

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

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

Respectfully,


Allen Carpenter, Chairman



## Facility Fund Notes

1. The renovation budget, including construction contract, soft costs and dispatch equipment is \$5,700,311. Of that, \$183,377 was paid to the architect and project manager in 2019. Those amounts are included in the project budget.
2. This leaves \$ 5,516,934 to be paid of the Facility Fund in 2020 and 2021.
3. The audited balance in the Facility Fund on 12/31/19 was \$3,569,935.
4. The 2020 budget has the Cities contributing \$1.5 million.
5. \$261,211 was paid to Motorola for a necessary upgrade to the computer dispatch system. This was authorized in 2019 but not actually billed until 2020. This is not shown as part of the renovation budget, as it did not involve the architect, leaving \$4,808,724 available to fund the renovation project.
6. That leaves \$684,517 needed to be allocated to finish the renovation project.
7. It has been expected that this would be covered by ambulance billing funds. It appears that will be sufficient.
8. There is \$443,611 in Ambulance Billing funds through the end of August. It is estimated that the Department will collect \$21,000 per month.
9. The amount of ambulance billing funds varies. In rough numbers, in 2018, it was \$244,000. In 2019, it was \$333,000. In the first 6 months of 2020, it was \$135,000. In July, it was \$9,000. In August, it was \$43,000. So, \$21,000 seems like a reasonable estimate/guess, but it could easily be over or under.
10. There are also other amounts to be added to the Facility Fund. The Fund has earned \$12,435 in interest in 2020 through August. The Commission believes that it will receive reimbursement from FEMA for some pandemic-related expenses. That is estimated to be in the \$40,000 range, though timing is uncertain. The Commission wishes to transfer \$11,258 from the Compensated Absence fund to the Facility Fund. The VFD is hopeful there will be a slight surplus for 2020 that could be added to the Facility Fund.

Rev. 9/24/2020

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Total Number of Incidents 2020			Life Threatening (LT) EMS Incidents				Life Threatening (LT) Fire Incidents						
	Fire	EMS	Total	# LT EMS	Natl Stand. 6:30 1st Resp. Time	of 90%	Natl. Stand 10:30 ALS Resp Time	of 90%	# LT Fire	Natl Stand. 6:50 Response Time	of 90%	% of 2020 Calls are:		Fire Alarms
												Fire	EMS	% of Fire Calls
Bunker Hill Village	124	104	228	39	4:13	100%	6:21	100%	12	5:39	100%	54%	46%	55
Hedwig Village	143	160	303	90	3:39	100%	3:39	100%	15	3:34	100%	47%	53%	58
Hilshire Village	15	26	41	7	4:29	100%	6:12	100%	2	5:37	100%	37%	63%	5
Hunters Creek Village	219	113	332	37	3:57	100%	3:42	100%	14	4:16	100%	66%	34%	77
Piney Point Village	172	94	266	35	2:55	100%	5:29	100%	12	5:09	100%	65%	35%	90
Spring Valley Village	164	126	290	51	2:26	100%	4:55	100%	13	4:39	100%	57%	43%	42
Houston	168	0	168											
Totals	1005	623	1628	259	3:30	100%	5:21	100%	45	4:44	100%	62%	38%	327

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

Column 1: Reflects the cities listed within the chart.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Column 13: Reflects the year to date, percentage of calls which our "fire type" calls.

Column 14: Reflects the year to date, percentage of call which our "EMS" calls.

Column 15: Reflects the year to date number of Fire Alarms within each jurisdiction.

Column 16: Reflects the percentage of fire type calls which are fire alarms.

MEMORANDUM

CITY OF PINEY POINT VILLAGE

TO: The Honorable Mayor and Members of the City Council

FROM: Roger Nelson, City Administrator



MEETING DATE: October 26, 2020

SUBJECT: HGAC Representative and Alternate

**Agenda Item: 3**

This agenda item calls for the Council to consider nominating a Representative and an Alternate to the HGAC General Assembly. Piney Point's Representative for the 2020 General Assembly is Councilman Dodds and the Alternate is Mayor Pro-Tem Bender.



---

HOUSTON-GALVESTON AREA COUNCIL

Office of The Executive Director

---

**To:** Mayors – General Law Cities  
**Subject:** 2021 General Assembly Designations  
**From:** Chuck Wemple  
**Date:** October 1, 2020

A handwritten signature in black ink, appearing to be 'CW', is placed next to the 'From' field.

It's hard to believe 2021 is right around the corner. The Houston-Galveston Area Council will be entering our 55<sup>th</sup> year of public service and we continue to explore opportunities to better serve our members. The General Assembly and Board of Directors are more active than ever and play an important and revitalized role in setting the course for our agency. You have an opportunity to play a unique role in our future by designating the City Councilmembers that will represent your city at the annual gathering of our General Assembly.

I've attached a form for your city's use in officially designating a representative and an alternate. The two designees must be elected official members of your city's governing body. Please return the completed form by email to [cynthia.jones@h-gac.com](mailto:cynthia.jones@h-gac.com).

A virtual meeting of General Law city representatives will be called on November 5, 2020 via Zoom. At that meeting, your 2020 General Law Cities' H-GAC Board of Directors representatives will report on this year's activities and look ahead to issues and progress in 2021.

We are sending a copy of these designation materials to your city secretary as well. We would appreciate receiving your city's designation form **no later than October 30**.

If more information concerning General Assembly membership would be useful, please contact me at 713-993-4514 or Rick Guerrero at 713-993-4598. Thank you again for your city's continuing participation and support for the Houston-Galveston Area Council

Sincerely,

Chuck Wemple

CW/cj

Attachment  
cc: City Secretary

**DESIGNATION OF REPRESENTATIVE AND ALTERNATE  
HOUSTON-GALVESTON AREA COUNCIL  
2021 GENERAL ASSEMBLY**

\*\*\*\*\*

**BE IT RESOLVED**, by the Mayor and City Council of \_\_\_\_\_, Texas,  
that \_\_\_\_\_ be, and is hereby designated as its Representative  
to the **GENERAL ASSEMBLY** of the Houston-Galveston Area Council for the year 2021.

**FURTHER**, that the Official Alternate authorized to serve as the voting representative should  
the hereinabove named representative become ineligible, or should he/she resign, is  
\_\_\_\_\_.

**THAT** the Executive Director of the Houston-Galveston Area Council be notified of the  
designation of the hereinabove named representative and alternate.

**PASSED AND ADOPTED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

By: \_\_\_\_\_



**Karen Farris**

---

**From:** Jones, Cynthia <Cynthia.Jones@h-gac.com>  
**Sent:** Thursday, October 1, 2020 8:13 AM  
**Subject:** Re: H-GAC 2021 General Assembly Designations  
**Attachments:** 2021 GL\_Des Memo.pdf; 2021 GL\_Des Form.pdf  
  
**Importance:** High

Good morning General Law Cities,

It's that time of year again to make your General Assembly designations. Please find attached a memo from H-GAC Executive Director Chuck Wemple regarding your 2021 General Assembly designations and a designation form for your use. Should you have any questions, please don't hesitate to contact us.

Sincerely,

**CYNTHIA JONES**

*Lead Program Coordinator, Administration*  
Houston-Galveston Area Council  
3555 Timmons Lane, Suite 120  
Houston, TX 77027  
Mailing Address: P.O. Box 22777  
Houston, TX 77227  
Direct | 713-993-4591  
h-gac.com

---

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

MEMORANDUM

CITY OF PINEY POINT VILLAGE

TO: The Honorable Mayor and Members of the City Council

FROM: Roger Nelson, City Administrator



MEETING DATE: October 26, 2020

SUBJECT: Harris County Public Library Interlocal Agreement

Agenda Item: 4

This agenda item calls for the Council to consider the interlocal contract with the Harris County Public Library for Fiscal Year 2021

September 30, 2020

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

Attention: Karen Farris, City Secretary

Dear Mayor Kobelan:

Enclosed, please find an original agreement between Harris County and the City of Piney Point Village pertaining to the City's donation of \$1,500 to the Spring Branch Memorial Library for the purchase of library materials, furnishings, equipment, or shelving.

I respectfully request that when the City Council approves this agreement, please sign the originals, and send them back to me for placement on the agenda of Commissioners Court. I will return a copy of the fully executed agreement to you for your records.

Thank you so much for your interest in collaborating with Harris County to provide quality library services to your residents.

Please do not hesitate to call me if you have any questions.

Sincerely,

Edward Melton  
Director

Cc: Jennifer Finch, Branch Manager, Spring Branch Memorial Library

832.294.8823  
[5749 S Loop East](#)  
[Houston, TX 77033](#)

<Piney Point Interlocal Agreement.pdf>

---

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

**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 Agreement is between Harris County, Texas ("County"), a body corporate and politic under the laws of the State of Texas, and the City of Piney Point Village, a municipal corporation under the laws of the State of Texas ("City").

**RECITALS:**

County desires to purchase, for the benefit of the residents of City and other County residents, certain library materials.

City desires to receive the benefit of the purchase of library materials and other items and deliver funds necessary for such purchases.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**TERMS:**

**I.**

- A. Within ninety (90) days from the date of execution of this Agreement, City agrees to deliver to County the sum of One Thousand Five Hundred Dollars and No/100 (\$1,500.00) out of current fiscal funds. Payment shall be made payable to Harris County. County agrees to deposit the check in the Spring Branch Memorial Library Trust Account. City shall mail payment to:

Library Director  
Harris County Public Library  
5749 S Loop East  
Houston, TX 77053

- B. After receipt of the funds from City pursuant to this Agreement, County agrees to purchase library materials, furnishings, equipment and shelving, including but not limited to books, reference materials, and audiovisual materials for the benefit of residents of the City and other County residents. County agrees to purchase such items for use in the Spring Branch Memorial Library branch of the Harris County Library. County agrees that it will not use the funds for purposes other than as stated in this Agreement.



- C. In the event the total actual cost of items purchased by County under this Agreement does not exceed the amount of One Thousand Five Hundred Dollars and No/100 (\$1,500.00), County may, in accordance with this Agreement, expend any money not expended for other purposes that benefit the Spring Branch Memorial Library.**
- D. County shall be the owner of any items purchased under the terms of this Agreement. City understands and agrees that County has not appropriated any funds to cover County's obligations under this Agreement.**

## **II.**

**County agrees to deliver to City within thirty (30) days after the anniversary of this Agreement an itemized list of items purchased under the terms of this Agreement, including the costs of the items. Except as provided in Section I.C., County agrees to reimburse to City any funds advanced to County not expended within one year after execution of this Agreement.**

## **III.**

**In the event of default by City in any of the terms or provisions of this Agreement, the sole remedy of the County is termination of this Agreement. In the event of County's default in any of the terms or provisions of this Agreement, the sole remedy of City is termination of this Agreement, and, except as provided in Section I.C., County will return to City, within sixty (60) days of the termination date, all funds provided to County by City under this Agreement that have not been expended.**

## **IV.**

- A. City represents that it has sufficient funds available to meet its obligations under this Agreement.**
- B. This Agreement does not obligate County to expend any County funds.**

## **V.**

**All notices and communication permitted or required to be given under this Agreement will be mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:**

**FOR COUNTY:**

**Commissioners Court of Harris County  
Harris County Administration Building  
1001 Preston, 9th Floor  
Houston, Texas 77002-1891  
Attn: Clerk of Commissioners Court**

**With a copy to:**

**Purchasing Department  
Harris County Administration Building  
1001 Preston, 6th Floor  
Houston, Texas 77002-1891**

**FOR CITY:**

**City of Piny Point Village  
7676 Woodway, Suite 300  
Houston, Texas 77063-1523  
Attention: Mayor**

**Either Party may change its address by giving notice to the other Party in writing. Any notice mailed by registered or certified United States mail, return-receipt requested, shall be deemed given upon deposit in the United States mail.**

**VI.**

**This instrument contains the entire agreement between the Parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning the Agreement shall be of no force or effect except a subsequent modification in writing signed by the Parties.**

**VII.**

**If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions will be deemed stricken to the same extent and effect as if never incorporated herein.**

**VIII.**

**Nothing in this Agreement may be 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 this Agreement, and the Parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee, or agent of County.**

**IX.**

**City expressly acknowledges that County is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and notwithstanding any provision in this Agreement to the contrary, County will make any information related to this Agreement or otherwise available to third parties in accordance with the Public Information Act.**

**X.**

**This Agreement is governed by the laws of the State of Texas. 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.

IN WITNESS WHEREOF, this instrument has been executed on behalf of Harris County by a duly authorized representative of Harris County, and by the City of Piney Point Village by a duly authorized representative of the City of Piney Point Village.

**APPROVED AS TO FORM:**

**VINCE RYAN**  
County Attorney

**HARRIS COUNTY**

By:   
**CHERELLE SIMS**  
Assistant County Attorney  
16GEN0860

By: \_\_\_\_\_  
**LINA HIDALGO**  
County Judge

Date signed: \_\_\_\_\_

**ATTEST:**

**CITY OF PINEY POINT VILLAGE**

By: \_\_\_\_\_  
**KAREN FARRIS**  
City Secretary

By: \_\_\_\_\_  
**MARK KOBELAN**  
Mayor

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_

## Karen Farris

---

**From:** Megan LeMaster <Megan.LeMaster@hcpl.net>  
**Sent:** Wednesday, September 30, 2020 3:04 PM  
**To:** Karen Farris  
**Subject:** Interlocal Agreement  
**Attachments:** Piney Point Interlocal Agreement.pdf

Good afternoon, Karen,

Attached, please find the 2020 Interlocal Agreement between Piney Point Village and the Spring Branch Memorial Library. I'm sorry I didn't get this to you sooner. This year has gotten away from me! I am noticing that the agreement is starting to show some age. The quality of the print is degrading. I will retype this before I send it next year.

Please let me know if you have any questions or concerns. We appreciate Piney Point Village's continued support! Have a great day,

Megan LeMaster  
Executive Assistant  
Harris County Public Library  
832.294.8823  
[5749 S Loop East](#)  
[Houston, TX 77033](#)

---

**From:** Edward Melton <Edward.Melton@hcpl.net>  
**Sent:** Wednesday, September 30, 2020 2:56 PM  
**To:** Megan LeMaster <Megan.LeMaster@hcpl.net>  
**Subject:** Re: For your signature

Please confirm receipt.

Edward Melton  
Harris County Public Library

On Sep 30, 2020, at 2:55 PM, Megan LeMaster <Megan.LeMaster@hcpl.net> wrote:

Thank you,

Megan LeMaster  
Executive Assistant  
Harris County Public Library

MEMORANDUM

CITY OF PINEY POINT VILLAGE

TO: The Honorable Mayor and Members of the City Council

FROM: Roger Nelson, City Administrator



MEETING DATE: October 26, 2020

SUBJECT: Harris County Agreement for Prisoners

**Agenda Item: 5**

This agenda item calls for the Council to consider an interlocal agreement with the Harris County Jail to house, support, maintain and confine prisoners. The current contract will expire December 31<sup>st</sup>, 2020. The proposed agreement will remain under the same terms and conditions with no increase in pricing.





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

October 20, 2020

Mr. Roger Nelson  
City of Piney Point Village  
7676 Woodway Dr. Ste. 300  
Houston, Texas 77036

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

Dear Mr. Nelson,

The agreement to House, support, maintain, and confine prisoners in Harris County Jails, expires on December 31, 2020. If you will renew the contract under the same terms and conditions, with no increase in pricing, please advise the Purchasing Department in writing ASAP. You may respond by fax 713-755-6695 or by email to: [Ebony.Breeding@pur.hctx.net](mailto:Ebony.Breeding@pur.hctx.net).

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

Sincerely,

*Ebony Breeding*

Ebony Breeding  
Buyer

ERB

-----  
City of Piney Point Village will renew the contract under the same terms and conditions with no increase in pricing for the term January 1, 2021 through December 31, 2021.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

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

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

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

**SCOPE OF SERVICES**

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

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

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

**CITY RESPONSIBILITIES**

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

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

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

3) other order of detention.

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

**COUNTY RESPONSIBILITIES**

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

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

#### **MEDICAL FACILITY CARE**

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

#### **TERM OF AGREEMENT**

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

#### **TERMS OF PAYMENT**

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

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

## **COMPENSATION**

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

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

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

## **TERMINATION**

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

previously been made.

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

## NOTICE

- A) Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the City at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

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

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

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

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

## CIVIL LIABILITY

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



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

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

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

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

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

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

- A) This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

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

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

A) Definitions.

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

B) General.

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

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

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

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

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

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

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

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

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

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



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

xvii) **Termination Procedures.** Upon termination of this Agreement for any reason, County agrees to deliver all PHI or EPHI received from the City or created, compiled, or used by County pursuant to this Agreement within thirty (30) days from the date of termination, or, if specially requested to do so by the City in writing, to destroy all PHI or EPHI within the time frame determined by the City, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when County maintains PHI or EPHI from the City in any form. If County determines that transferring or destroying the PHI or EPHI is infeasible, County agrees:

- a) to notify the City of the conditions that make transfer or destruction infeasible;
- b) to extend the protections of this Article to such PHI or EPHI; and
- c) to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return, or transfer to the City, or destruction infeasible.

xviii) **Notice – Termination.** Upon written notice to County, the City may terminate any portion of the Agreement under which County maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to County, the City may immediately terminate the entire Agreement if the City determines, at its sole discretion, that County has repeatedly violated a Privacy or Security Requirement.

E) **Survival of Privacy Provisions.** County's obligations with regard to PHI and EPHI shall survive termination of this Agreement.

F) **Amendment Related to Privacy and Security Requirements.** The Parties agree to take such action as is necessary to amend this Agreement if the City, in its reasonable discretion, determines that amendment is necessary for the City to comply with the Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this Article shall be resolved to permit the City to comply with the Privacy and Security Requirements.

G) **Indemnification.** To the fullest extent allowed by law, County agrees to indemnify and hold harmless the Harris County Juvenile Probation Department, the City, Harris County and its officers, employees, and agents (individually and collectively "Indemnitees") against any and all losses, liabilities, judgments, penalties, awards,

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

- i) a breach of this Agreement relating to the Privacy and Security Requirements by County; or**
- ii) any negligent or wrongful acts or omissions of County or its employees, directors, officers, subcontractors, or agents, relating to the Privacy and Security Requirements, including failure to perform their obligations under the Privacy and Security Requirements.**

**H) This Article survives the termination of the Agreement and expires six (6) years after its termination.**

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

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

### **CONTRACT CONSTRUCTION**

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

### **WAIVER OF BREACH**

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

### **SEVERABILITY**

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

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

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

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

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

#### **RECITALS**

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

#### **SURVIVAL OF TERMS**

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

## **MULTIPLE COUNTERPARTS/EXECUTION**

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

## **WARRANTY**

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

## **INDEPENDENT PARTIES**

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

**HARRIS COUNTY**

**CITY OF PINEY POINT VILLAGE**

By: Lina Hidalgo  
HARRIS COUNTY COUNTY JUDGE LINA HIDALGO

By: Mark Kobelan  
Mark Kobelan  
Mayor

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

**VINCE RYAN**  
Harris County Attorney

ACKNOWLEDGED BY:

Karen Farris  
Karen Farris  
City Secretary

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



ATTEST BY:

Ed Gonzalez  
Ed Gonzalez  
Sheriff  
Harris County Sheriff's Office

## ORDER OF COMMISSIONERS COURT

### Authorizing Interlocal Agreement with the City of Piney Point Village

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

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

#### ORDER AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT WITH THE CITY OF PINEY POINT VILLAGE FOR CITY PRISONER DETENTION AND HOUSING

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

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

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

#### IT IS ORDERED that:

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

Presented to Commissioners Court

FEB 26 2019

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



MEMORANDUM

CITY OF PINEY POINT VILLAGE

TO: The Honorable Mayor and Members of the City Council

FROM: Roger Nelson, City Administrator



MEETING DATE: October 26, 2020

SUBJECT: Alarm Permits

Agenda Item: 6

This agenda item is for the City Council to discuss the current alarm fees and potential changes to the current registration process

court

**From:** Rex, Paul <Paul.Rex@tylertech.com>  
**Sent:** Thursday, October 22, 2020 9:28 AM  
**To:** court  
**Subject:** RE: Municipal Online Payments  
**Attachments:** City of Piney Point Village, TX CT-Easy Pay.pdf

Maria,

I would recommend Easy Pay. Please see attached product sheet and zero dollar quote to get this added.

There is a \$1.25 per transaction fee associated with the Easy Pay that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment. Which is what most courts typically do. If you approve this please let me know what you would like done with the \$1.25 fee.

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

Let me know if you have any questions.

**Paul Rex, CMCC**  
Account Representative  
Tyler Technologies, Inc.

P: 800.646.2633

[www.tylertech.com](http://www.tylertech.com)



Empowering people who serve the public®

---

**From:** court <court@pineypt.org>  
**Sent:** Tuesday, October 13, 2020 9:37 PM  
**To:** Rex, Paul <Paul.Rex@tylertech.com>  
**Subject:** RE: Municipal Online Payments

Not exactly. Once a year the court clerk , before me, would send out by mail an alarm registration form to each resident in our small city. We would then receive in return a copy of the form with a check. Post payment and log the information, then share with our Police department.

I had to do the same my first month here. This upcoming year I would like to have the service done online.

I then thought municipal online payments could help me accomplish this. This is why I ask about Easy Pay.

Best Regards,

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

---

**From:** Rex, Paul <Paul.Rex@tylertech.com>  
**Sent:** Tuesday, October 13, 2020 10:08 AM

**To:** court <[court@pineypt.org](mailto:court@pineypt.org)>  
**Subject:** RE: Municipal Online Payments

Are you looking for other city department than the court?

---

**From:** court <[court@pineypt.org](mailto:court@pineypt.org)>  
**Sent:** Tuesday, October 6, 2020 7:27 PM  
**To:** Rex, Paul <[Paul.Rex@tylertech.com](mailto:Paul.Rex@tylertech.com)>  
**Subject:** Municipal Online Payments

Good afternoon Paul,

Its me again. Does Tyler also manage Municipal Online Payments? If so, Do you know what is the easiest way to collect info and payment once a year for city residents, Easy Pay?? Can you give me info on what you recommend?

Best Regards,

**Maria Garcia-Ruiz**

Court Clerk

City of Piney Point Village

Municipal Court

7676 Woodway Drive, Suite 300

Houston, TX 77063

(713) 230-8705 / (713) 782-0275

Fax: (713) 715-5916

email: [court@pineypt.org](mailto:court@pineypt.org); [courtclerk@pineypt.org](mailto:courtclerk@pineypt.org)

Website: [www.cityofpineypt.com](http://www.cityofpineypt.com)

**Open offenses/warrants with other court(s) in Texas. Visit [www.txfta.com](http://www.txfta.com) for more information.**

**\*\*\* Yo hablo español.\*\*\***

Hours of Operation/ Horario

Mon/Lunes – Thurs/ Jueves: 8am -4pm (Closed for Lunch / Cerrado para el Almuerzo: 12pm-1pm)

All Fridays/ Todos los Viernes: 8am - 12pm

*The material in this e-mail is intended only for the use of the individual to whom it is addressed and may contain information that is confidential, privileged, and exempt from disclosure under applicable law. If you are not the intended recipient, be advised that the unauthorized review, use, disclosure, duplication, distribution, or the taking of any action in reliance on this information is strictly prohibited. If you have received this e-mail in error, please notify the sender by return email and destroy all electronic and paper copies of the original message and any attachments immediately. Please note that neither **The City of Piney Point Village** nor the sender accepts any responsibility for viruses and it is your responsibility to scan attachments (if any). Thank you.*

---

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

---

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



Quoted By: Paul Rex  
 Quote Expiration: 4/20/2021  
 Quote Name: City of Piney Point Village, TX CT-Easy Pay  
 Quote Number: 2020-118226  
 Quote Description: Easy Pay

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

**Tyler Software and Related Services - Annual**

Description	One Time Fees		Net Annual Fee
	Impl. Hours	Impl. Cost	
<b>Customer Relationship Management Suite</b>			
EasyPay Online Payment Component	0	\$0	\$0
	<i>Sub-Total:</i>	\$0	\$0
	<b>TOTAL:</b>	<b>0</b>	<b>\$0</b>

Summary	One Time Fees	Recurring Fees
Total Tyler Services	\$0	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
<b>Summary Total</b>	<b>\$0</b>	<b>\$0</b>
<b>Contract Total</b>	<b>\$0</b>	

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

Client Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

## Comments

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

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.
- EasyPay Online Payment Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The payments are sent from the website to the cash collection/Cashiering application and then posted to the GL application. NOTE: There is a \$1.25 per transaction fee associated with the EasyPay that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.

MEMORANDUM

CITY OF PINEY POINT VILLAGE

TO: The Members of the City Council

FROM: City Administrator 

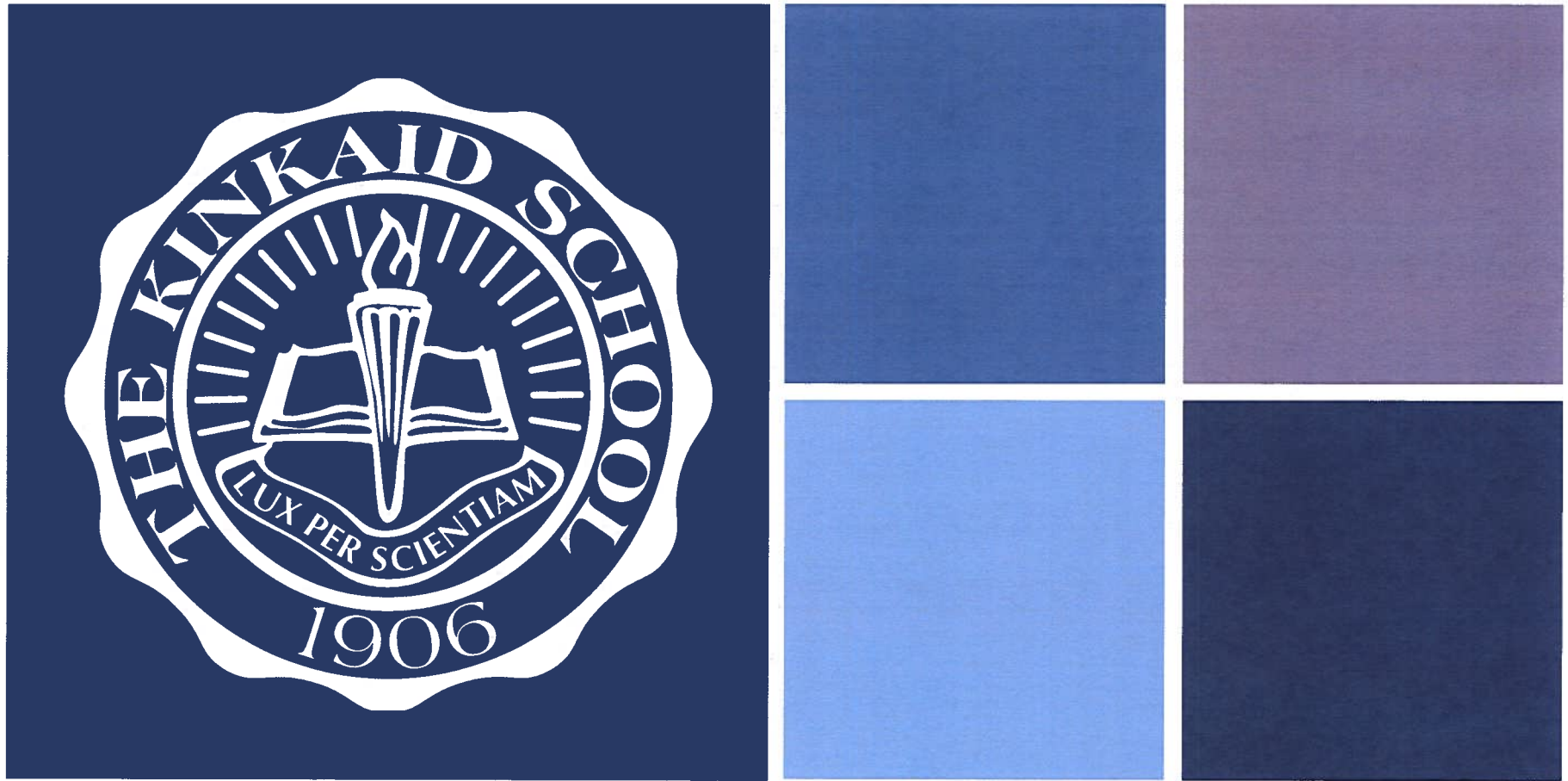
MEETING DATE: October 26, 2020

SUBJECT: Discuss and Take Possible Action on Kinkaid School

Agenda Item: 7

This agenda item calls for the Council to consider a request from the Kinkaid School regarding temporary class room space during the School's renovations.





# **School Reopening & Temporary Classroom Solution**

**October 26, 2020**

# Introduction

- ❖ We appreciate City Council giving us an audience on such short notice
- ❖ The Kinkaid School, as well as the School's Building Committee, have put in place new leadership, both of whom are committed to working in partnership with the COPPV and to enhancing the relationship between the City and the School
- ❖ Our first step in this process has been to engage with COPPV staff, early and more regularly, on issues and new projects as they arise such that COPPV can have good visibility into our plans and so that we can benefit from the City's early feedback. This process started late this summer and thus far we feel it has been mutually beneficial
- ❖ Our next step, which we initiated last week, is a plan to meet individually with all City Council members to introduce the new leadership and discuss how best to enhance the relationship. We will continue with these meetings through the balance of the year and we will also begin to arrange meetings with members of the Planning & Zoning Board
- ❖ Over the coming months we will be engaging with COPPV in detail on a variety of smaller projects as well as one major strategic project which is the construction of a new Upper School
- ❖ **However, today we are here to discuss a more pressing matter, which is a plan to bring all of our students back to school, in person, full time, and by the new year through the addition of a fleet of temporary classrooms**
- ❖ **These slides will outline our high-level plan for completing this reopening. Following this meeting we intend to engage in detail with COPPV P&Z to advance this project**

# Campus Reopening Background - Mitigation Efforts

- ❖ Strict masking and 6 ft physical distancing requirements as well as hygiene etiquette continue to be enforced
  - ❖ Greatly enhanced sanitation efforts employed repeatedly throughout the school day
- ❖ Installed bipolar ionization air purification system over the summer
  - ❖ Maximizes fresh air circulation
  - ❖ Reduce the flow of airborne pathogens
- ❖ Repurposing and modification of spaces to enhance the utilization of all areas of campus
  - ❖ When feasible, outdoor learning spaces and tents are being used
  - ❖ Foodservice has been modified to mitigate the risk of virus transmission
- ❖ Strict management of people as they enter and exit spaces
  - ❖ Campus access for other than students, faculty or staff is restricted
  - ❖ Beginning and end of the day are staggered to de-densify drop-off and pick-up
  - ❖ Health screening and symptom monitoring procedures in place for those who are coming onto campus
- ❖ Strict protocols guide our response to individuals exposed to COVID-19
  - ❖ Designated isolation spaces in the event of exposure or symptoms of COVID-19 on campus
  - ❖ Contact tracing and notification of Department of Health
- ❖ Calendar modifications
  - ❖ ISAS Fine Arts Festival (April 2021) cancelled
  - ❖ US Interim Term (January 2021) cancelled

# Campus Reopening Background – Phased Approach (1/2)

- ❖ Task Force comprised of members of the admin team, board and medical advisors, including an epidemiologist
  - ❖ TF aligned planning with guidance from CDC, AAP, TEA, City of Houston and Harris County Public Health Departments and state of TX
  - ❖ Metrics-based approach monitoring TMC data: cases per day, percentage positive tests per day, hospitalizations per day and ICU capacity
- ❖ School opened with Distance Learning for all divisions on 8/19
  - ❖ All students continue to have the option to choose Distance Learning
- ❖ Phased-in approach to bringing students back in low density model
  - ❖ Pre-K and US outdoor athletic conditioning began on 8/31
  - ❖ Kindergarten through 4<sup>th</sup> began on campus learning on 9/14
  - ❖ 5<sup>th</sup> and 6<sup>th</sup> began on 9/16
- ❖ Hybrid model (2-days per week on campus) for 7<sup>th</sup> through 12<sup>th</sup>
  - ❖ 7<sup>th</sup> and 8<sup>th</sup> began Hybrid on 9/21
  - ❖ 9<sup>th</sup> and 10<sup>th</sup> began Hybrid on 9/14; returned to DL week of 9/21
  - ❖ 11<sup>th</sup> and 12<sup>th</sup> began Hybrid on 9/21
  - ❖ All PK-6<sup>th</sup> on campus and all 7<sup>th</sup>-12<sup>th</sup> in hybrid beginning week of 9/29

# Campus Reopening Background – Phased Approach (2/2)

- ❖ Full return to campus for 7<sup>th</sup> through 12<sup>th</sup> beginning week of 10/19
  - ❖ 7<sup>th</sup>-8<sup>th</sup> will be on campus 5 days a week
  - ❖ 9<sup>th</sup>-12<sup>th</sup> will be on campus 4 days a week; Wednesdays at home
  - ❖ Maximizing classroom space with 6 ft of physical distancing
  - ❖ Once maximum capacity is reached, students log in virtually from another on-campus location which results in the following issues:



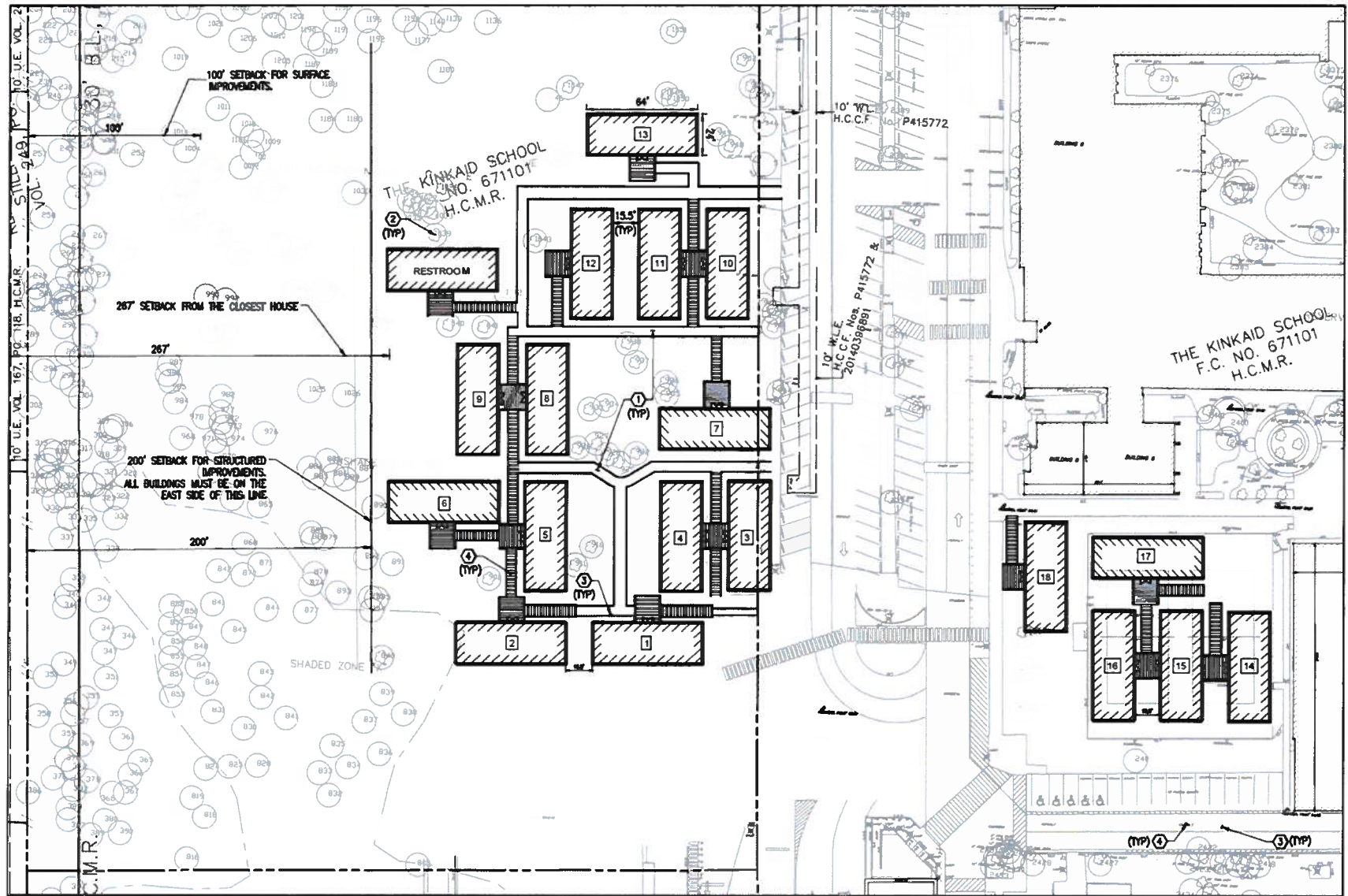
- ❖ **100% of 7<sup>th</sup> and 8<sup>th</sup> graders still distance / virtual learning 15%-20% of their day**
- ❖ **100% of all Upper School students still distance / virtual learning 10%-15% of their day**
- ❖ **Among a host of other issues, this creates two notable challenges to the learning and teaching environments:**
  - ❖ **Students doing distance learning from a satellite, on-campus location are not benefiting from the same, complete and robust learning experience as the students who are in the classroom with their teacher**
  - ❖ **Teachers having to engage both in-person and virtual students simultaneously is very taxing and not sustainable**



- ❖ We have outlined on the following slides our plan to add temporary classrooms which would eliminate the issues above by allowing us to bring all students back on campus and in classrooms full time. We have developed several options that could serve as a solution, with a recommendation on the next slide (based on informal feedback from COPPV this week) and potential alternatives in the appendix.



# Option#1: Recommended Site Layout / Plan



# Sample Elevations

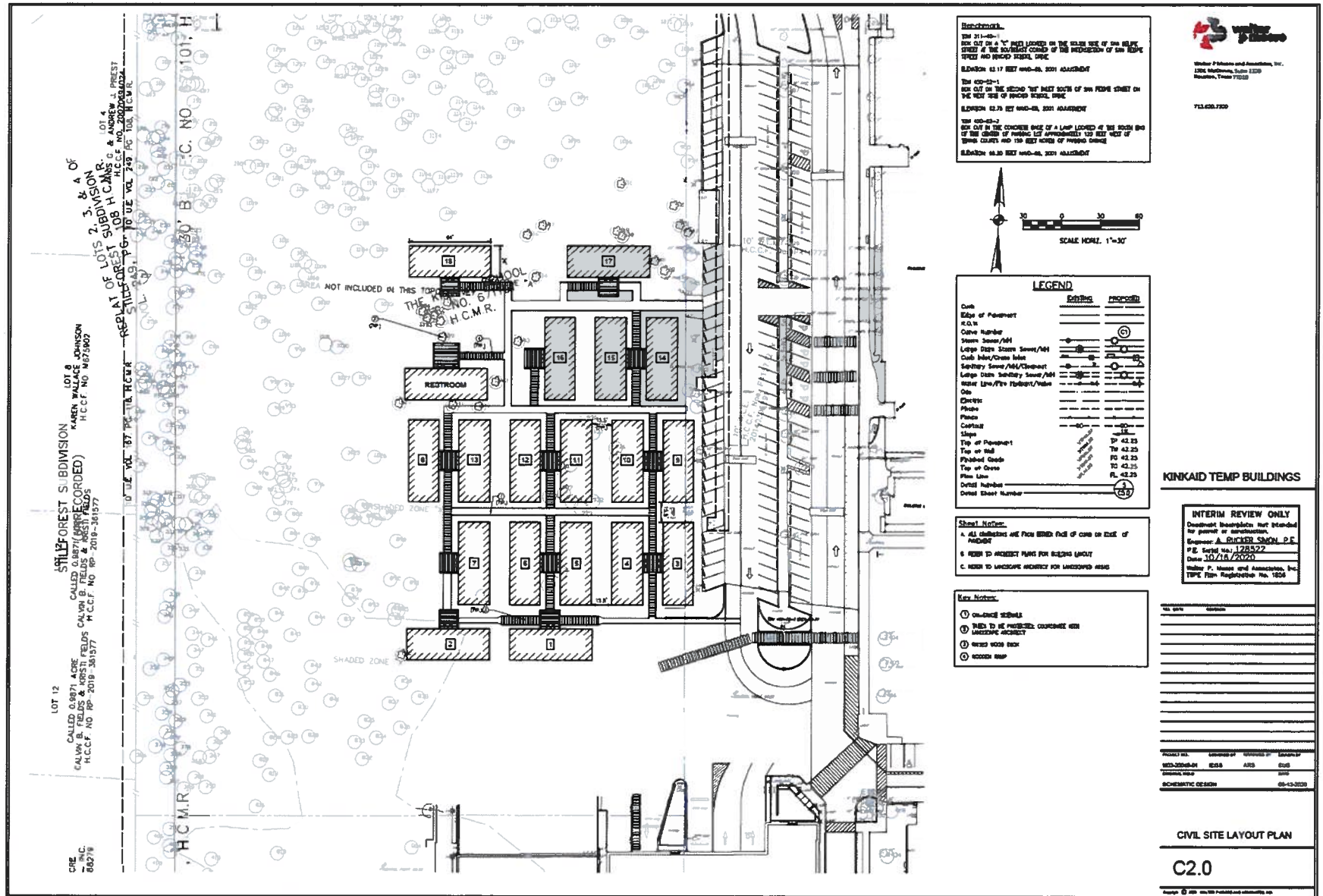




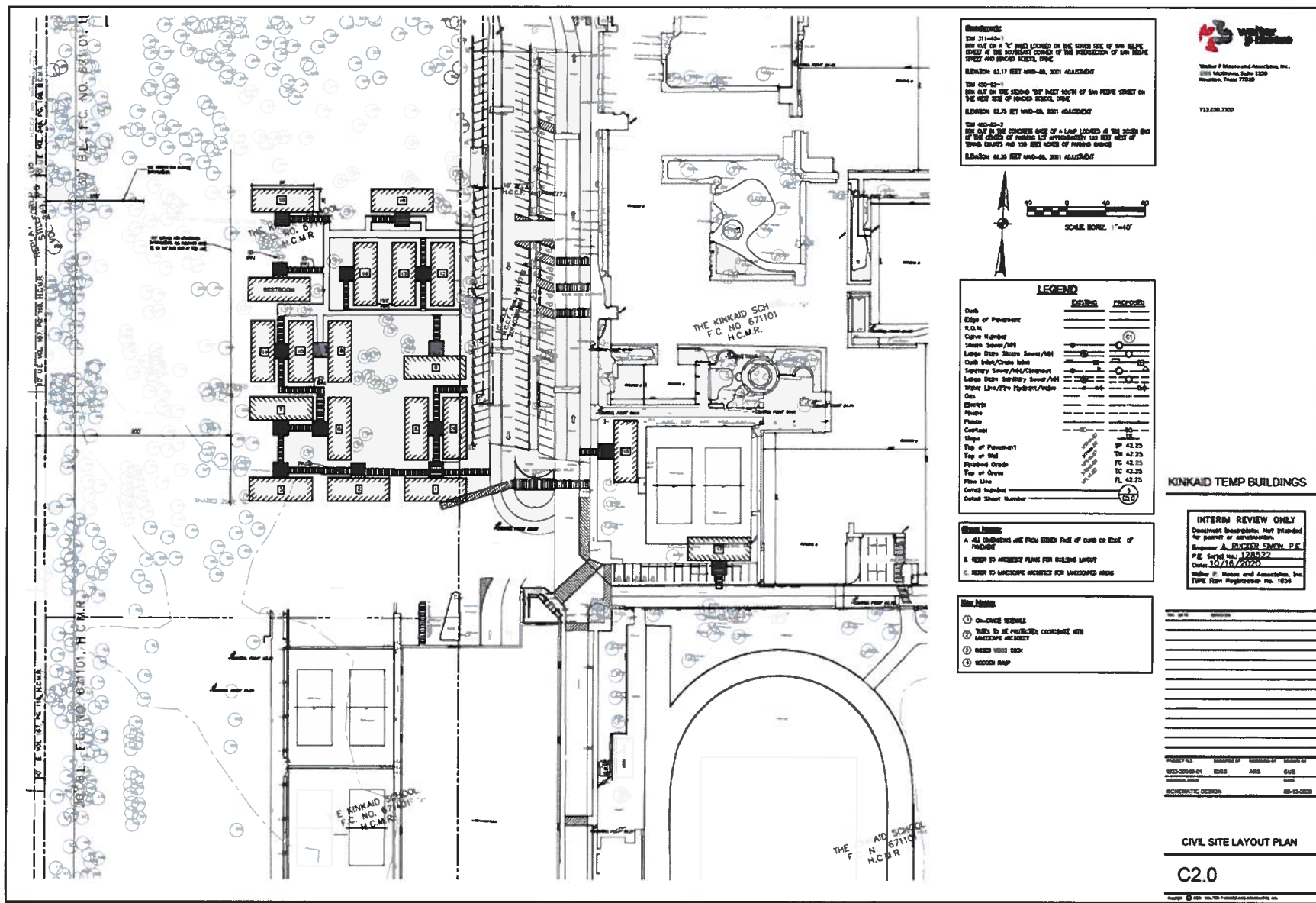


## Appendix: Alternative Site Options #2 and #3

## Option #2: Site Layout / Plan



## Option #3: Site Layout / Plan



MEMORANDUM

CITY OF PINEY POINT VILLAGE

TO: The Members of the City Council

FROM: Mayor Kobelan

MEETING DATE: October 26, 2020

SUBJECT: Mayor's Monthly Report

Agenda Item: 8

MEMORANDUM

CITY OF PINEY POINT VILLAGE

TO: The Honorable Mayor and Members of the City Council

FROM: Roger Nelson, City Administrator



MEETING DATE: October 26, 2020

SUBJECT: City Administrator's Report

Agenda Item: 9

- September 2020 Financials

CITY OF PINEY POINT VILLAGE  
YEAR TO DATE BALANCE SHEET (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2020

## 10 -GENERAL FUND

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
<b>ASSETS</b>					
10-1100	Claim on Cash	2,697,527.43	( 829,777.42)	( 645,299.06)	2,052,228.37
10-1101	Cash- GF Texpool	1,797,554.53	3,567.53	( 1,573,098.01)	224,456.52
10-1105	Cash with Amegy	0.00	0.00	0.00	0.00
10-1108	Cash with Agent	1,005,648.00	0.00	0.00	1,005,648.00
10-1120	Cash-Texas Class	3,725,625.39	671.67	( 459,704.93)	3,265,920.46
10-1200	Accounts Receivable	0.00	0.00	0.00	0.00
10-1201	Sales Tax Receivable	21,374.37	0.00	0.00	21,374.37
10-1202	FEMA Reimbursement Receivable	0.00	0.00	0.00	0.00
10-1203	Property Tax receivable-PY	162,995.18	0.00	0.00	162,995.18
10-1204	Property Tax Receivable-CY	3,205,830.36	0.00	0.00	3,205,830.36
10-1205	Other Receivables	26,827.96	0.00	0.00	26,827.96
10-1209	A/R Willet	2,813.36	0.00	0.00	2,813.36
10-1301	Accrued Interest	0.00	0.00	0.00	0.00
10-1400	Prepaid Expenses	0.00	0.00	0.00	0.00
10-1507	Due from Debt Service Fund	0.00	0.00	0.00	0.00
10-1508	Due from Capital Projects Fund	0.00	0.00	0.00	0.00
10-1509	Due from Non-Major Fund	0.00	0.00	0.00	0.00
10-1510	Due from Metro Fund	0.00	0.00	0.00	0.00
10-1550	Due from Other Governments	0.00	0.00	0.00	0.00
10-1802	Street and Drainage System	0.00	0.00	0.00	0.00
TOTAL ASSETS		12,646,196.58	( 825,538.22)	( 2,678,102.00)	9,968,094.58
		=====	=====	=====	=====
<b>LIABILITIES</b>					
10-2001	Accounts Payable	412,242.41	( 495,982.43)	( 407,448.45)	4,793.96
10-2002	Other Accrued Liabilities	0.00	0.00	0.00	0.00
10-2005	Misc Payables	0.00	0.00	0.00	0.00
10-2051	Payroll Tax Payable	0.00	0.00	0.00	0.00
10-2052	Employee Insurance Payable	( 3,847.90)	( 248.20)	( 6,763.98)	( 10,611.88)
10-2062	TMRS Payable	15.28	( 1,433.33)	( 5,468.29)	( 5,453.01)
10-2101	Property Tax Overpayments	0.00	0.00	0.00	0.00
10-2102	MC-Child Safety Fees Due	( 28.50)	0.00	0.00	( 28.50)
10-2103	MC-Bonds Due	0.00	0.00	0.00	0.00
10-2104	Due To - MC Technology	0.36	0.00	0.00	0.36
10-2105	Due To-MC Security	0.00	0.00	0.00	0.00
10-2106	Due To-State Comptroller	0.00	2,975.57	12,050.99	12,050.99
10-2107	Due To OMNI Base	3,441.81	84.00	432.81	3,874.62
10-2108	RESTITUTION	( 270.00)	0.00	0.00	( 270.00)
10-2110	Bond Payable - FAST	4,386.05	0.00	2,887.00	7,273.05
10-2111	Other Accrued Liabilities	0.00	0.00	0.00	0.00
10-2130	Deferred Revenue-Property Tax	162,995.18	0.00	( 1,736,104.87)	( 1,573,109.69)
10-2131	Other Deferred Revenue	0.00	0.00	0.00	0.00
10-2302	Due to State-CJ Fee	315.34	0.81	14.37	329.71
10-2303	Due To-Debt Service Fund	0.00	0.00	0.00	0.00
10-2402	Permit Deposits	0.00	0.00	0.00	0.00
10-2403	Drainage Deposit Payable	0.00	0.00	0.00	0.00
10-2404	Gas Meter Deposit	155,485.00	0.00	( 4,000.00)	151,485.00
10-2405	P&Z Deposit	0.00	0.00	0.00	0.00



CITY OF PINEY POINT VILLAGE  
YEAR TO DATE BALANCE SHEET (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2020

## 10 -GENERAL FUND

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
10-2500	Accrued Wages	14,499.15	0.00	0.00	14,499.15
10-2501	Gordon Estate Bond	0.00	0.00	0.00	0.00
10-2601	Construction Retainage Payable	0.00	0.00	0.00	0.00
10-2701	Deferred Taxes	0.00	0.00	0.00	0.00
10-2702	Deferred Revenue-Alarm Fees	22,500.00	0.00	0.00	22,500.00
10-2703	Deferred Franchise Taxes	0.00	0.00	0.00	0.00
10-2704	Unearned Revenue-CY Prop Taxes	5,598,421.05	0.00	( 1,378,420.63)	4,220,000.42
10-2801	General LT Debt-N/P	0.00	0.00	0.00	0.00
10-2802	GO Bonds Payable	0.00	0.00	0.00	0.00
	TOTAL LIABILITIES	6,370,155.23	( 494,603.58)	( 3,522,821.05)	2,847,334.18
<u>FUND EQUITY</u>					
10-3000	Fund Balance	726,631.20	0.00	0.00	726,631.20
10-3003	Fund Balance	5,549,410.15	0.00	0.00	5,549,410.15
10-3900	Earnings	0.00	0.00	0.00	0.00
	TOTAL BEGINNING EQUITY	6,276,041.35	0.00	0.00	6,276,041.35
	TOTAL REVENUES	0.00	67,500.51	7,864,196.11	7,864,196.11
	TOTAL EXPENSES	0.00	398,435.15	7,019,477.06	7,019,477.06
	INCREASE/(DECREASE) IN FUND BAL.	0.00	( 330,934.64)	844,719.05	844,719.05
	TOTAL LIABILITIES, EQUITY & FUND BAL.	12,646,196.58	( 825,538.22)	( 2,678,102.00)	9,968,094.58
		=====	=====	=====	=====

10 -GENERAL FUND  
FINANCIAL SUMMARY

75.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
TAXES	5,839,546.00	22,742.72	7,128,056.33	122.07 (	1,288,510.33)
PERMITS & INSPECTIONS	368,000.00	15,119.40	274,281.58	74.53	93,718.42
COURT	150,000.00	6,183.07	53,719.89	35.81	96,280.11
INVESTMENT INCOME	150,000.00	702.72	33,401.24	22.27	116,598.76
AGENCIES & ALARMS	30,000.00	50.00	28,598.44	95.33	1,401.56
FRANCHISE REVENUE	397,000.00	22,702.60	277,466.70	69.89	119,533.30
DONATIONS & IN LIEU	170,500.00	0.00	68,671.93	40.28	101,828.07
TOTAL REVENUES	7,105,046.00	67,500.51	7,864,196.11	110.68 (	759,150.11)
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
<u>PUBLIC SERVICE</u>					
COMMUNITY	10,000.00	0.00	3,900.00	39.00	6,100.00
POLICE	1,949,987.00	162,498.00	1,540,400.00	79.00	409,587.00
MISCELLANEOUS	0.00	0.00	1,800.00	0.00 (	1,800.00)
SANITATION COLLECTION	570,000.00	0.00	390,228.52	68.46	179,771.48
LIBRARY	1,500.00	0.00	0.00	0.00	1,500.00
STREET LIGHTING	12,000.00	855.54	7,981.35	66.51	4,018.65
FIRE	1,520,349.00	140,445.73	1,334,234.43	87.76	186,114.57
TOTAL PUBLIC SERVICE	4,063,836.00	303,799.27	3,278,544.30	80.68	785,291.70
<u>CONTRACT SERVICES</u>					
CONTRACT SERVICES	438,000.00	13,529.50	279,345.49	63.78	158,654.51
TOTAL CONTRACT SERVICES	438,000.00	13,529.50	279,345.49	63.78	158,654.51
<u>BUILDING</u>					
CONTRACT SERVICES	0.00	0.00	0.00	0.00	0.00
BUILDING SERVICES	125,500.00	0.00	166,151.63	132.39 (	40,651.63)
ADMIN EXPENSE	1,800.00	0.00	845.51	46.97	954.49
OFFICE EXPENSE	0.00	17.96	739.09	0.00 (	739.09)
WAGES & BENEFITS	0.00	0.00	0.00	0.00	0.00
INSURANCE	0.00	0.00	4,231.37	0.00 (	4,231.37)
TOTAL BUILDING	127,300.00	17.96	171,967.60	135.09 (	44,667.60)
<u>GENERAL GOVERNMENT</u>					
CONTRACT SERVICES	0.00	2,137.57	12,119.82	0.00 (	12,119.82)
ADMIN EXPENSE	38,900.00	722.07	19,116.10	49.14	19,783.90
OFFICE EXPENSE	155,000.00	10,887.66	118,438.42	76.41	36,561.58
WAGES & BENEFITS	601,474.00	66,292.94	453,411.79	75.38	148,062.21
INSURANCE	87,508.00	0.00	16,338.21	18.67	71,169.79
TOTAL GENERAL GOVERNMENT	882,882.00	80,040.24	619,424.34	70.16	263,457.66

CITY OF PINEY POINT VILLAGE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2020

10 -GENERAL FUND  
FINANCIAL SUMMARY

	75.00% OF FISCAL YEAR				
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>MUNICIPAL COURT</u>					
CONTRACT SERVICES	0.00	0.00	107.17	0.00 (	107.17)
ADMIN EXPENSE	0.00	238.97	998.78	0.00 (	998.78)
OFFICE EXPENSE	0.00	112.90	537.09	0.00 (	537.09)
WAGES & BENEFITS	0.00	0.00	0.00	0.00	0.00
INSURANCE	0.00	0.00	8,146.83	0.00 (	8,146.83)
COURT OPERATIONS	28,550.00	409.11	13,598.82	47.63	14,951.18
TOTAL MUNICIPAL COURT	28,550.00	760.98	23,388.69	81.92	5,161.31
<u>PUBLIC WORKS MAINTENANCE</u>					
CONTRACT SERVICES	0.00	0.00	0.00	0.00	0.00
ADMIN EXPENSE	0.00	218.23	9,776.33	0.00 (	9,776.33)
OFFICE EXPENSE	0.00	0.00	528.79	0.00 (	528.79)
WAGES & BENEFITS	0.00	0.00	0.00	0.00	0.00
INSURANCE	0.00	0.00	6,984.67	0.00 (	6,984.67)
PUBLIC WORKS OPERATIONS	352,500.00	68.97	185,818.43	52.71	166,681.57
TOTAL PUBLIC WORKS MAINTENANCE	352,500.00	287.20	203,108.22	57.62	149,391.78
<u>GOF CAPITAL OUTLAYS</u>					
OTHER EXPENSES	3,213,722.00	0.00	2,443,698.42	76.04	770,023.58
TOTAL GOF CAPITAL OUTLAYS	3,213,722.00	0.00	2,443,698.42	76.04	770,023.58
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	( 2,001,744.00)	( 330,934.64)	844,719.05		( 2,846,463.05)

10 -GENERAL FUND

	75.00% OF FISCAL YEAR				
REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>TAXES</u>					
10-4101 Property Tax Revenue	5,639,546.00	3,540.65	6,927,847.10	122.84 (	1,288,301.10)
10-4150 Sales Tax	200,000.00	19,202.07	200,209.23	100.10 (	209.23)
TOTAL TAXES	5,839,546.00	22,742.72	7,128,056.33	122.07 (	1,288,510.33)
<u>PERMITS &amp; INSPECTIONS</u>					
10-4203 Plat Reviews	3,500.00	0.00	5,750.00	164.29 (	2,250.00)
10-4204 Code Enforcement Citations	1,000.00	0.00	0.00	0.00	1,000.00
10-4205 Contractor Registration	12,000.00	660.00	7,740.00	64.50	4,260.00
10-4206 Drainage Reviews	50,000.00	2,050.00	32,850.00	65.70	17,150.00
10-4207 Permits	300,000.00	12,159.40	226,691.58	75.56	73,308.42
10-4208 Board of Adjustment Fees	1,500.00	250.00	1,250.00	83.33	250.00
TOTAL PERMITS & INSPECTIONS	368,000.00	15,119.40	274,281.58	74.53	93,718.42
<u>COURT</u>					
10-4300 Court Fines	150,000.00	6,183.07	53,719.89	35.81	96,280.11
TOTAL COURT	150,000.00	6,183.07	53,719.89	35.81	96,280.11
<u>INVESTMENT INCOME</u>					
10-4400 Interest Income	150,000.00	702.72	33,401.24	22.27	116,598.76
TOTAL INVESTMENT INCOME	150,000.00	702.72	33,401.24	22.27	116,598.76
<u>AGENCIES &amp; ALARMS</u>					
10-4501 Agencies	0.00	0.00	398.44	0.00 (	398.44)
10-4507 Sec-False Alarm	0.00	0.00	0.00	0.00	0.00
10-4508 SEC-Registration	30,000.00	50.00	28,200.00	94.00	1,800.00
10-4520 FEMA - State Reimbursement	0.00	0.00	0.00	0.00	0.00
TOTAL AGENCIES & ALARMS	30,000.00	50.00	28,598.44	95.33	1,401.56
<u>FRANCHISE REVENUE</u>					
10-4602 Cable	75,000.00	0.00	57,838.03	77.12	17,161.97
10-4605 Power/Electric	272,000.00	22,698.85	206,686.46	75.99	65,313.54
10-4606 Franchise Fees-Gas	15,000.00	0.00	0.00	0.00	15,000.00
10-4607 Telephone	35,000.00	0.00	12,564.66	35.90	22,435.34
10-4608 Wireless Communication	0.00	3.75	377.55	0.00 (	377.55)
TOTAL FRANCHISE REVENUE	397,000.00	22,702.60	277,466.70	69.89	119,533.30
<u>DONATIONS &amp; IN LIEU</u>					
10-4702 Kinkaid School	34,000.00	0.00	0.00	0.00	34,000.00
10-4703 Metro Congested Mitigation	136,000.00	0.00	0.00	0.00	136,000.00
10-4704 Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
10-4705 Ambulance	0.00	0.00	0.00	0.00	0.00
10-4706 Donation to Historical Preserv	0.00	0.00	0.00	0.00	0.00
10-4800 Miscellaneous Income	500.00	0.00	68,671.93	3,734.39 (	68,171.93)
10-4850 Transfer In	0.00	0.00	0.00	0.00	0.00
10-4900 Prior Period Adjustments	0.00	0.00	0.00	0.00	0.00
10-4907 Unearned Revenue	0.00	0.00	0.00	0.00	0.00
TOTAL DONATIONS & IN LIEU	170,500.00	0.00	68,671.93	40.28	101,828.07

CITY OF PINEY POINT VILLAGE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2020

10 -GENERAL FUND

	75.00% OF FISCAL YEAR				
REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>					
TOTAL REVENUES	7,105,046.00	67,500.51	7,864,196.11	110.68 (	759,150.11)
	=====	=====	=====	=====	=====

10 -GENERAL FUND

75.00% OF FISCAL YEAR					
DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
PUBLIC SERVICE					
=====					
COMMUNITY					
10-510-5001 Community Celebrations	10,000.00	0.00	3,900.00	39.00	6,100.00
TOTAL COMMUNITY	10,000.00	0.00	3,900.00	39.00	6,100.00
POLICE					
10-510-5010 MEMORIAL VILLAGE POLICE DEPT	1,949,987.00	158,665.00	1,502,066.00	77.03	447,921.00
10-510-5011 MVPD - AUTO REPLACEMENT	0.00	3,833.00	38,334.00	0.00	( 38,334.00)
TOTAL POLICE	1,949,987.00	162,498.00	1,540,400.00	79.00	409,587.00
MISCELLANEOUS					
10-510-5020 Miscellaneous	0.00	0.00	1,800.00	0.00	( 1,800.00)
TOTAL MISCELLANEOUS	0.00	0.00	1,800.00	0.00	( 1,800.00)
SANITATION COLLECTION					
10-510-5030 SANITATION COLLECTION	570,000.00	0.00	382,588.60	67.12	187,411.40
10-510-5031 SANITATION FUEL CHARGE	0.00	0.00	7,639.92	0.00	( 7,639.92)
TOTAL SANITATION COLLECTION	570,000.00	0.00	390,228.52	68.46	179,771.48
LIBRARY					
10-510-5040 Spring Branch Library	1,500.00	0.00	0.00	0.00	1,500.00
TOTAL LIBRARY	1,500.00	0.00	0.00	0.00	1,500.00
STREET LIGHTING					
10-510-5050 Street Lighting	12,000.00	855.54	7,981.35	66.51	4,018.65
TOTAL STREET LIGHTING	12,000.00	855.54	7,981.35	66.51	4,018.65
FIRE					
10-510-5060 Villages Fire Department	1,520,349.00	140,445.73	1,334,234.43	87.76	186,114.57
10-510-5070 Contribution to Fire Dept	0.00	0.00	0.00	0.00	0.00
TOTAL FIRE	1,520,349.00	140,445.73	1,334,234.43	87.76	186,114.57
TOTAL PUBLIC SERVICE	4,063,836.00	303,799.27	3,278,544.30	80.68	785,291.70
CONTRACT SERVICES					
=====					
CONTRACT SERVICES					
10-520-5102 Accounting/Audit	32,000.00	0.00	20,037.00	62.62	11,963.00
10-520-5103 Engineering	150,000.00	0.00	132,927.08	88.62	17,072.92
10-520-5104 Legal	90,000.00	0.00	31,798.47	35.33	58,201.53
10-520-5105 Tax Appraisal-HCAD	60,000.00	13,340.00	46,119.00	76.87	13,881.00
10-520-5107 Animal Control	44,000.00	15.14	1,754.67	3.99	42,245.33
10-520-5108 IT Hardware/Software & Support	40,000.00	174.36	33,024.27	82.56	6,975.73
10-520-5110 Mosquito Control	22,000.00	0.00	13,685.00	62.20	8,315.00
TOTAL CONTRACT SERVICES	438,000.00	13,529.50	279,345.49	63.78	158,654.51



10 -GENERAL FUND

			75.00% OF FISCAL YEAR		
DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL CONTRACT SERVICES	438,000.00	13,529.50	279,345.49	63.78	158,654.51
BUILDING					
=====					
CONTRACT SERVICES					
10-530-5108 Information Technology	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRACT SERVICES	0.00	0.00	0.00	0.00	0.00
BUILDING SERVICES					
10-530-5152 Drainage Reviews	45,000.00	0.00	64,716.63	143.81 (	19,716.63)
10-530-5153 Electrical Inspections	12,000.00	0.00	9,090.00	75.75	2,910.00
10-530-5154 Plat Reviews	500.00	0.00	0.00	0.00	500.00
10-530-5155 Plan Reviews	25,000.00	0.00	32,275.00	129.10 (	7,275.00)
10-530-5156 Plumbing Inspections	18,000.00	0.00	8,460.00	47.00	9,540.00
10-530-5157 Structural Inspections	20,000.00	0.00	19,260.00	96.30	740.00
10-530-5158 Urban Forester	0.00	0.00	27,040.00	0.00 (	27,040.00)
10-530-5160 Mechanical Inspections	5,000.00	0.00	5,310.00	106.20 (	310.00)
TOTAL BUILDING SERVICES	125,500.00	0.00	166,151.63	132.39 (	40,651.63)
ADMIN EXPENSE					
10-530-5204 Dues & Subscriptions	0.00	0.00	0.00	0.00	0.00
10-530-5206 Legal Notices	0.00	0.00	0.00	0.00	0.00
10-530-5207 Misc Supplies	1,800.00	0.00	390.53	21.70	1,409.47
10-530-5209 Office Equipment & Maintenance	0.00	0.00	454.98	0.00 (	454.98)
TOTAL ADMIN EXPENSE	1,800.00	0.00	845.51	46.97	954.49
OFFICE EXPENSE					
10-530-5210 Postage	0.00	0.00	0.00	0.00	0.00
10-530-5211 Meeting Supplies	0.00	0.00	0.00	0.00	0.00
10-530-5213 Office Supplies	0.00	17.96	739.09	0.00 (	739.09)
10-530-5214 Telecommunications	0.00	0.00	0.00	0.00	0.00
10-530-5215 Travel & Training	0.00	0.00	0.00	0.00	0.00
TOTAL OFFICE EXPENSE	0.00	17.96	739.09	0.00 (	739.09)
WAGES & BENEFITS					
10-530-5301 Gross Wages	0.00	0.00	0.00	0.00	0.00
10-530-5311 Payroll Processing	0.00	0.00	0.00	0.00	0.00
10-530-5313 Fringe Benefits	0.00	0.00	0.00	0.00	0.00
TOTAL WAGES & BENEFITS	0.00	0.00	0.00	0.00	0.00
INSURANCE					
10-530-5353 Employee Insurance	0.00	0.00	4,231.37	0.00 (	4,231.37)
TOTAL INSURANCE	0.00	0.00	4,231.37	0.00 (	4,231.37)
TOTAL BUILDING	127,300.00	17.96	171,967.60	135.09 (	44,667.60)

10 -GENERAL FUND

75.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
GENERAL GOVERNMENT =====					
CONTRACT SERVICES					
10-540-5108 Information Technology	0.00	2,137.57	12,119.82	0.00 (	12,119.82)
TOTAL CONTRACT SERVICES	0.00	2,137.57	12,119.82	0.00 (	12,119.82)
ADMIN EXPENSE					
10-540-5201 Administrative	0.00	0.00	0.00	0.00	0.00
10-540-5202 Auto Allowance/Mileage	13,000.00	0.00	4,250.00	32.69	8,750.00
10-540-5203 Bank Fees	1,900.00	287.03	2,125.74	111.88 (	225.74)
10-540-5204 Dues & Subscriptions	4,000.00	0.00	2,055.00	51.38	1,945.00
10-540-5205 Elections	5,000.00	0.00	0.00	0.00	5,000.00
10-540-5206 Legal Notices	3,000.00	0.00	1,417.63	47.25	1,582.37
10-540-5207 Miscellaneous	0.00	0.00	1,952.17	0.00 (	1,952.17)
10-540-5208 Citizen Communication	2,000.00	0.00	1,853.87	92.69	146.13
10-540-5209 Office Equipment & Maintenance	10,000.00	435.04	5,461.69	54.62	4,538.31
TOTAL ADMIN EXPENSE	38,900.00	722.07	19,116.10	49.14	19,783.90
OFFICE EXPENSE					
10-540-5210 Postage	2,000.00	16.60	954.05	47.70	1,045.95
10-540-5211 Meeting Supplies	5,000.00	165.29	5,581.31	111.63 (	581.31)
10-540-5212 Rent/Leasehold/Furniture	125,000.00	10,368.38	95,281.12	76.22	29,718.88
10-540-5213 Office Supplies	10,000.00	0.00	3,318.53	33.19	6,681.47
10-540-5214 Telecommunications	13,000.00	337.39	11,453.07	88.10	1,546.93
10-540-5215 Travel & Training	0.00	0.00	400.00	0.00 (	400.00)
10-540-5216 Statutory Legal Notices	0.00	0.00	1,450.34	0.00 (	1,450.34)
TOTAL OFFICE EXPENSE	155,000.00	10,887.66	118,438.42	76.41	36,561.58
WAGES & BENEFITS					
10-540-5301 Gross Wages	515,000.00	62,324.47	386,573.17	75.06	128,426.83
10-540-5302 Overtime/Severance	0.00	0.00	6,491.02	0.00 (	6,491.02)
10-540-5303 Temporary/Part-time Personnel	5,000.00	0.00	8,923.27	178.47 (	3,923.27)
10-540-5304 Salary Adjustment(Bonus)	3,000.00	0.00	0.00	0.00	3,000.00
10-540-5306 Payroll Tax Expense	30,000.00	0.00	15,935.63	53.12	14,064.37
10-540-5310 TMRS(retirement)	45,000.00	3,680.65	33,419.90	74.27	11,580.10
10-540-5311 Payroll Processing	1,474.00	287.82	2,068.80	140.35 (	594.80)
10-540-5312 TWC-Unemployment	2,000.00	0.00	0.00	0.00	2,000.00
10-540-5313 Fringe Benefits	0.00	0.00	0.00	0.00	0.00
TOTAL WAGES & BENEFITS	601,474.00	66,292.94	453,411.79	75.38	148,062.21
INSURANCE					
10-540-5353 Employee Insurance	83,508.00	0.00	16,904.21	20.24	66,603.79
10-540-5354 General Liability	2,000.00	0.00	0.00	0.00	2,000.00
10-540-5355 Bonds for City Staff	0.00	0.00	0.00	0.00	0.00
10-540-5356 Workman's Compensation	2,000.00	0.00 (	566.00)	28.30-	2,566.00
10-540-5357 Drainage Study	0.00	0.00	0.00	0.00	0.00
TOTAL INSURANCE	87,508.00	0.00	16,338.21	18.67	71,169.79
TOTAL GENERAL GOVERNMENT	882,882.00	80,040.24	619,424.34	70.16	263,457.66

10 -GENERAL FUND

			75.00% OF FISCAL YEAR		
DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
MUNICIPAL COURT					
=====					
CONTRACT SERVICES					
10-550-5108 Information Technology	0.00	0.00	107.17	0.00 (	107.17)
TOTAL CONTRACT SERVICES	0.00	0.00	107.17	0.00 (	107.17)
ADMIN EXPENSE					
10-550-5204 Dues & Subscriptions	0.00	0.00	75.00	0.00 (	75.00)
10-550-5207 Misc Supplies	0.00	238.97	923.78	0.00 (	923.78)
10-550-5209 Office Equipment & Maintenance	0.00	0.00	0.00	0.00	0.00
TOTAL ADMIN EXPENSE	0.00	238.97	998.78	0.00 (	998.78)
OFFICE EXPENSE					
10-550-5210 Postage	0.00	0.00	0.00	0.00	0.00
10-550-5211 Meeting Supplies	0.00	0.00	0.00	0.00	0.00
10-550-5213 Office Supplies	0.00	112.90	482.09	0.00 (	482.09)
10-550-5214 Telecommunications	0.00	0.00	0.00	0.00	0.00
10-550-5215 Travel & Training	0.00	0.00	55.00	0.00 (	55.00)
TOTAL OFFICE EXPENSE	0.00	112.90	537.09	0.00 (	537.09)
WAGES & BENEFITS					
10-550-5301 Gross Wages	0.00	0.00	0.00	0.00	0.00
10-550-5311 Payroll Processing	0.00	0.00	0.00	0.00	0.00
10-550-5313 Fringe Benefits	0.00	0.00	0.00	0.00	0.00
TOTAL WAGES & BENEFITS	0.00	0.00	0.00	0.00	0.00
INSURANCE					
10-550-5353 Employee Insurance	0.00	0.00	8,146.83	0.00 (	8,146.83)
TOTAL INSURANCE	0.00	0.00	8,146.83	0.00 (	8,146.83)
COURT OPERATIONS					
10-550-5402 MC Facilities	0.00	0.00	0.00	0.00	0.00
10-550-5403 Credit Card Charges	5,000.00	660.31	3,971.51	79.43	1,028.49
10-550-5404 Judge/Prosecutor/Interpreter	22,000.00	0.00	11,375.00	51.70	10,625.00
10-550-5405 Jury Pay	0.00	0.00	0.00	0.00	0.00
10-550-5406 State Comptroller/OMNI/Linebar	0.00	0.00	0.00	0.00	0.00
10-550-5407 SETCIC	200.00	0.00	0.00	0.00	200.00
10-550-5408 Supplies/Miscellaneous	750.00	0.00	0.00	0.00	750.00
10-550-5409 Collection Agency	0.00	0.00	0.00	0.00	0.00
10-550-5410 OmniBase Services of Texas	600.00	0.00	132.00	22.00	468.00
10-550-5412	0.00	0.00	0.00	0.00	0.00
10-550-5413 Building Security Fund	0.00 (	87.92) (	657.89)	0.00	657.89
10-550-5414 Truancy Prevention	0.00 (	89.72) (	671.33)	0.00	671.33
10-550-5415 Local Municipal Tech Fund	0.00 (	71.77) (	537.05)	0.00	537.05
10-550-5416 Local Municipal Jury Fund	0.00 (	1.79) (	13.42)	0.00	13.42
10-550-5417 Time Payment Reimbursement Fee	0.00	0.00	0.00	0.00	0.00
TOTAL COURT OPERATIONS	28,550.00	409.11	13,598.82	47.63	14,951.18
TOTAL MUNICIPAL COURT	28,550.00	760.98	23,388.69	81.92	5,161.31

CITY OF PINEY POINT VILLAGE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2020

10 -GENERAL FUND

			75.00% OF FISCAL YEAR		
DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
PUBLIC WORKS MAINTENANCE =====					
CONTRACT SERVICES					
10-560-5108 Information Technology	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRACT SERVICES	0.00	0.00	0.00	0.00	0.00
ADMIN EXPENSE					
10-560-5207 Misc Supplies	0.00	218.23	9,776.33	0.00 (	9,776.33)
10-560-5209 Office Equipment & Maintenance	0.00	0.00	0.00	0.00	0.00
TOTAL ADMIN EXPENSE	0.00	218.23	9,776.33	0.00 (	9,776.33)
OFFICE EXPENSE					
10-560-5213 Office Supplies	0.00	0.00	28.79	0.00 (	28.79)
10-560-5214 Telecommunications	0.00	0.00	0.00	0.00	0.00
10-560-5215 Travel & Training	0.00	0.00	500.00	0.00 (	500.00)
TOTAL OFFICE EXPENSE	0.00	0.00	528.79	0.00 (	528.79)
WAGES & BENEFITS					
10-560-5301 Gross Wages	0.00	0.00	0.00	0.00	0.00
10-560-5311 Payroll Processing	0.00	0.00	0.00	0.00	0.00
10-560-5313 Fringe Benefits	0.00	0.00	0.00	0.00	0.00
TOTAL WAGES & BENEFITS	0.00	0.00	0.00	0.00	0.00
INSURANCE					
10-560-5353 Employee Insurance	0.00	0.00	6,984.67	0.00 (	6,984.67)
TOTAL INSURANCE	0.00	0.00	6,984.67	0.00 (	6,984.67)
PUBLIC WORKS OPERATIONS					
10-560-5500 Public Works Maintenance	40,000.00	0.00	2,500.00	6.25	37,500.00
10-560-5501 TCEQ & Harris CO Permits	2,000.00	0.00	1,656.25	82.81	343.75
10-560-5504 Landscaping Maintenance	15,000.00	0.00	12,786.06	85.24	2,213.94
10-560-5505 Gator Fuel	2,000.00	68.97	480.36	24.02	1,519.64
10-560-5506 Right of Way Mowing	80,000.00	0.00	60,584.00	75.73	19,416.00
10-560-5507 Road & Sign Repair	50,000.00	0.00	41,821.74	83.64	8,178.26
10-560-5508 ROW Water/Planting	1,000.00	0.00	1,125.52	112.55 (	125.52)
10-560-5509 Tree Care/Removal	12,500.00	0.00	5,890.00	47.12	6,610.00
10-560-5510 Road/Drainage Maintenance	75,000.00	0.00	0.00	0.00	75,000.00
10-560-5515 Landscape Improvements	75,000.00	0.00	58,974.50	78.63	16,025.50
10-560-5516 Gator Maintenance	0.00	0.00	0.00	0.00	0.00
TOTAL PUBLIC WORKS OPERATIONS	352,500.00	68.97	185,818.43	52.71	166,681.57
TOTAL PUBLIC WORKS MAINTENANCE	352,500.00	287.20	203,108.22	57.62	149,391.78

10 -GENERAL FUND

75.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>					
GOF CAPITAL OUTLAYS					
=====					
<hr/>					
OTHER EXPENSES					
10-570-5601 Capital Improvements	0.00	0.00	0.00	0.00	0.00
10-570-5602 Drainage Ditch Maintenance	0.00	0.00	80.00	0.00 (	80.00)
10-570-5606 Road/Drainage Projects	0.00	0.00	114,043.16	0.00 (	114,043.16)
10-570-5607 2014 Paving Project	0.00	0.00	0.00	0.00	0.00
10-570-5608 MDE Drainage	0.00	0.00	0.00	0.00	0.00
10-570-5609 Windermere Drainage	0.00	0.00	0.00	0.00	0.00
10-570-5610 Fire Station Remodel	0.00	0.00	0.00	0.00	0.00
10-570-5616 S. Piney Pt/Blalock Rd	0.00	0.00	0.00	0.00	0.00
10-570-5640 Surrey Oaks	801,749.00	0.00	970,778.46	121.08 (	169,029.46)
10-570-5660 Smithdale Estates Bypass	0.00	0.00	0.00	0.00	0.00
10-570-5665 Woods Edge Erosion Project	0.00	0.00	0.00	0.00	0.00
10-570-5700 2015 Maintenance Project	0.00	0.00	0.00	0.00	0.00
10-570-5701 2019 Maintenance Projects	330,000.00	0.00	359,076.12	108.81 (	29,076.12)
10-570-5702 2020 Paving Improvements	0.00	0.00	21,960.00	0.00 (	21,960.00)
10-570-5705 Tynewood Ditch Washout Project	0.00	0.00	0.00	0.00	0.00
10-570-5800 Lanecrest Improvements Project	0.00	0.00	0.00	0.00	0.00
10-570-5805 Beinhorn Paving Project	876,650.00	0.00	0.00	0.00	876,650.00
10-570-5806 Drainage and Sidewalks	0.00	0.00	909,392.68	0.00 (	909,392.68)
10-570-5808 Wilding Lane	1,205,323.00	0.00	68,368.00	5.67	1,136,955.00
TOTAL OTHER EXPENSES	3,213,722.00	0.00	2,443,698.42	76.04	770,023.58
<hr/>					
TOTAL GOF CAPITAL OUTLAYS	3,213,722.00	0.00	2,443,698.42	76.04	770,023.58
<hr/>					
TOTAL EXPENDITURES	9,106,790.00	398,435.15	7,019,477.06	77.08	2,087,312.94
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	( 2,001,744.00)	( 330,934.64)	844,719.05		( 2,846,463.05)

CITY OF PINEY POINT VILLAGE  
YEAR TO DATE BALANCE SHEET (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2020

## 20 -DEBT SERVICE

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
<b>ASSETS</b>					
20-1100	Claim on Cash	( 447,971.67)	0.00	( 1,138,067.86)	( 1,586,039.53)
20-1105	Cash - Amegy Bank	0.00	0.00	0.00	0.00
20-1108	Cash with Agent	267,769.99	0.00	0.00	267,769.99
20-1109	Texpool-DS	862,809.10	958.85	( 735,244.59)	127,564.51
20-1110	Texas Class-DS	122,500.81	405.82	1,850,671.54	1,973,172.35
20-1200	Property Tax Receivable-PY	35,505.82	0.00	0.00	35,505.82
20-1201	Property Tax Receivable-CY	856,604.64	0.00	0.00	856,604.64
20-1300	Due to/From General Fund	0.00	0.00	0.00	0.00
20-1301	Accrued Interest Receivable	0.00	0.00	0.00	0.00
	<b>TOTAL ASSETS</b>	<b>1,697,218.69</b>	<b>1,364.67</b>	<b>( 22,640.91)</b>	<b>1,674,577.78</b>
		=====	=====	=====	=====
<b>LIABILITIES</b>					
20-2001	Accounts Payable	1,500.00	0.00	( 1,420,975.00)	( 1,419,475.00)
20-2002	Other Accrued Liabilities	0.00	0.00	0.00	0.00
20-2130	Deferred Revenue-Property Tax	35,505.82	0.00	0.00	35,505.82
20-2200	Deferred Property Tax Rec	0.00	0.00	0.00	0.00
20-2300	Other Accrued Liabilities	0.00	0.00	0.00	0.00
20-2701	Unearned Revenue-Property Tax	1,487,128.77	0.00	( 366,975.20)	1,120,153.57
	<b>TOTAL LIABILITIES</b>	<b>1,524,134.59</b>	<b>0.00</b>	<b>( 1,787,950.20)</b>	<b>( 263,815.61)</b>
<b>FUND EQUITY</b>					
20-3000	Fund Balance	173,084.10	0.00	0.00	173,084.10
	<b>TOTAL BEGINNING EQUITY</b>	<b>173,084.10</b>	<b>0.00</b>	<b>0.00</b>	<b>173,084.10</b>
	<b>TOTAL REVENUES</b>	<b>0.00</b>	<b>1,364.67</b>	<b>1,847,459.29</b>	<b>1,847,459.29</b>
	<b>TOTAL EXPENSES</b>	<b>0.00</b>	<b>0.00</b>	<b>82,150.00</b>	<b>82,150.00</b>
	<b>INCREASE/(DECREASE) IN FUND BAL.</b>	<b>0.00</b>	<b>1,364.67</b>	<b>1,765,309.29</b>	<b>1,765,309.29</b>
	<b>TOTAL LIABILITIES, EQUITY &amp; FUND BAL.</b>	<b>1,697,218.69</b>	<b>1,364.67</b>	<b>( 22,640.91)</b>	<b>1,674,577.78</b>
		=====	=====	=====	=====

CITY OF PINEY POINT VILLAGE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2020

20 -DEBT SERVICE  
FINANCIAL SUMMARY

75.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
TAXES	1,501,625.00	942.75	1,836,971.97	122.33 (	335,346.97)
INVESTMENT INCOME	<u>10,000.00</u>	<u>421.92</u>	<u>10,487.32</u>	<u>104.87 (</u>	<u>487.32)</u>
TOTAL REVENUES	<u>1,511,625.00</u>	<u>1,364.67</u>	<u>1,847,459.29</u>	<u>122.22 (</u>	<u>335,834.29)</u>
<u>EXPENDITURE SUMMARY</u>					
<u>NON-DEPARTMENTAL</u>					
ADMIN EXPENSE	2,250.00	0.00	2,250.00	100.00	0.00
OTHER EXPENSES	1,499,375.00	0.00	79,900.00	5.33	1,419,475.00
TRANSFERS	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	<u>1,501,625.00</u>	<u>0.00</u>	<u>82,150.00</u>	<u>5.47</u>	<u>1,419,475.00</u>
TOTAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUES OVER/ (UNDER) EXPENDITURES	10,000.00	1,364.67	1,765,309.29	(	1,755,309.29)



CITY OF PINEY POINT VILLAGE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2020

20 -DEBT SERVICE

75.00% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>					
<u>TAXES</u>					
20-4101 Property Tax Revenue	1,501,625.00	942.75	1,836,971.97	122.33 (	335,346.97)
TOTAL TAXES	1,501,625.00	942.75	1,836,971.97	122.33 (	335,346.97)
 <u>INVESTMENT INCOME</u>					
20-4400 Bank Interest	10,000.00	421.92	10,487.32	104.87 (	487.32)
20-4410 Bond Premium	0.00	0.00	0.00	0.00	0.00
TOTAL INVESTMENT INCOME	10,000.00	421.92	10,487.32	104.87 (	487.32)
<hr/>					
TOTAL REVENUES	1,511,625.00	1,364.67	1,847,459.29	122.22 (	335,834.29)
	=====	=====	=====	=====	=====

CITY OF PINEY POINT VILLAGE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2020

20 -DEBT SERVICE

75.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
NON-DEPARTMENTAL =====					
ADMIN EXPENSE					
20-500-5204     Paying Agent Fees	2,250.00	0.00	2,250.00	100.00	0.00
TOTAL ADMIN EXPENSE	2,250.00	0.00	2,250.00	100.00	0.00
OTHER EXPENSES					
20-500-5820     Interest Expense-Bonds	179,375.00	0.00	79,900.00	44.54	99,475.00
20-500-5821     Bond Principal Payments	1,320,000.00	0.00	0.00	0.00	1,320,000.00
20-500-5822     Amortization of Bonds	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	1,499,375.00	0.00	79,900.00	5.33	1,419,475.00
TRANSFERS					
20-500-5902     Transfers Out	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL					
	1,501,625.00	0.00	82,150.00	5.47	1,419,475.00
TOTAL EXPENDITURES					
	1,501,625.00	0.00	82,150.00	5.47	1,419,475.00
=====					
REVENUES OVER/ (UNDER) EXPENDITURES	10,000.00	1,364.67	1,765,309.29	(	1,755,309.29)

CITY OF PINEY POINT VILLAGE  
YEAR TO DATE BALANCE SHEET (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2020

## 30 -SPECIAL REVENUE FUND

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
<u>ASSETS</u>					
30-1100	Claim on Cash	64,179.36 (	38.85)	96.34	64,275.70
30-1102	Donation	0.02	0.00	0.00	0.02
30-1103	MC Security	0.36	0.00	0.00	0.36
30-1104	MC Technology	0.05	0.00	0.00	0.05
30-1106	Child Safety	24,145.08	294.29	2,621.17	26,766.25
30-1200	Due To/From General Fund	0.00	0.00	0.00	0.00
30-1301	Accrued Interest Receivable	0.00	0.00	0.00	0.00
	TOTAL ASSETS	88,324.87	255.44	2,717.51	91,042.38
		=====	=====	=====	=====
<u>LIABILITIES</u>					
30-2001	Accounts Payable	0.00 (	164.85)	0.00	0.00
30-2100	Grants Payable	0.00	0.00	0.00	0.00
30-2200	Due To General Fund	0.00	0.00	0.00	0.00
	TOTAL LIABILITIES	0.00 (	164.85)	0.00	0.00
<u>FUND EQUITY</u>					
30-3000	Fund Balance	17,709.38	0.00	0.00	17,709.38
30-3001	Fund Balance-Child Safety	55,694.92	0.00	0.00	55,694.92
30-3002	Fund Balance-MC Security	11,838.88	0.00	0.00	11,838.88
30-3003	Fund Balance-MC Technology	3,081.69	0.00	0.00	3,081.69
30-3010	Unrestricted Retained Earnings	0.00	0.00	0.00	0.00
30-3300	Fund Balance-MC Security	0.00	0.00	0.00	0.00
30-3400	Fund Balance- MC Technology	0.00	0.00	0.00	0.00
30-3904	Earnings-MC Technology	0.00	0.00	0.00	0.00
	TOTAL BEGINNING EQUITY	88,324.87	0.00	0.00	88,324.87
	TOTAL REVENUES	0.00	420.29	4,522.03	4,522.03
	TOTAL EXPENSES	0.00	0.00	1,804.52	1,804.52
	INCREASE/(DECREASE) IN FUND BAL.	0.00	420.29	2,717.51	2,717.51
	TOTAL LIABILITIES, EQUITY & FUND BAL.	88,324.87	255.44	2,717.51	91,042.38
		=====	=====	=====	=====

CITY OF PINEY POINT VILLAGE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2020

30 -SPECIAL REVENUE FUND  
FINANCIAL SUMMARY

75.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
COURT	0.00	420.18	4,518.67	0.00 (	4,518.67)
INVESTMENT INCOME	0.00	0.11	3.36	0.00 (	3.36)
DONATIONS & IN LIEU	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0.00	420.29	4,522.03	0.00 (	4,522.03)
<u>EXPENDITURE SUMMARY</u>					
<u>NON-DEPARTMENTAL</u>					
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00
<u>QUALIFIED EXPENSES</u>					
COURT	0.00	0.00	1,804.52	0.00 (	1,804.52)
TOTAL QUALIFIED EXPENSES	0.00	0.00	1,804.52	0.00 (	1,804.52)
<u>ADMINISTRATION</u>					
ADMIN EXPENSE	0.00	0.00	0.00	0.00	0.00
OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	420.29	2,717.51	(	2,717.51)

CITY OF PINEY POINT VILLAGE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2020

30 -SPECIAL REVENUE FUND

75.00% OF FISCAL YEAR					
REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>COURT</u>					
30-4305 MC Security Revenue	0.00	54.00	793.22	0.00 (	793.22)
30-4310 MC Technology Revenue	0.00	72.00	1,057.64	0.00 (	1,057.64)
30-4315 Child Safety Revenues	0.00	294.18	2,667.81	0.00 (	2,667.81)
TOTAL COURT	0.00	420.18	4,518.67	0.00 (	4,518.67)
<u>INVESTMENT INCOME</u>					
30-4405 MC Security-Interest	0.00	0.00	0.00	0.00	0.00
30-4410 MC Technology-Interest	0.00	0.00	0.00	0.00	0.00
30-4415 Child Safety-Interest	0.00	0.11	3.36	0.00 (	3.36)
30-4420 Donations-Interest	0.00	0.00	0.00	0.00	0.00
TOTAL INVESTMENT INCOME	0.00	0.11	3.36	0.00 (	3.36)
<u>DONATIONS &amp; IN LIEU</u>					
30-4720 Donations	0.00	0.00	0.00	0.00	0.00
30-4800 Other Income	0.00	0.00	0.00	0.00	0.00
TOTAL DONATIONS & IN LIEU	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0.00	420.29	4,522.03	0.00 (	4,522.03)
	=====	=====	=====	=====	=====

30 -SPECIAL REVENUE FUND

75.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
NON-DEPARTMENTAL					
=====					
MISCELLANEOUS					
30-500-5029    Gen Govt Qualified Expenses	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00
QUALIFIED EXPENSES					
=====					
COURT					
30-510-5121    Child Safety	0.00	0.00	0.00	0.00	0.00
30-510-5122    MC Security	0.00	0.00	494.55	0.00 (	494.55)
30-510-5123    MC Technology	0.00	0.00	1,309.97	0.00 (	1,309.97)
30-510-5129    Donation	0.00	0.00	0.00	0.00	0.00
TOTAL COURT	0.00	0.00	1,804.52	0.00 (	1,804.52)
TOTAL QUALIFIED EXPENSES	0.00	0.00	1,804.52	0.00 (	1,804.52)
ADMINISTRATION					
=====					
ADMIN EXPENSE					
30-520-5203    Bank Fees	0.00	0.00	0.00	0.00	0.00
TOTAL ADMIN EXPENSE	0.00	0.00	0.00	0.00	0.00
OTHER EXPENSES					
30-520-5702    Other Expenses	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00
TRANSFERS					
30-520-5902    Transfers Out	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	1,804.52	0.00 (	1,804.52)
=====					
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	420.29	2,717.51	(	2,717.51)

CITY OF PINEY POINT VILLAGE  
YEAR TO DATE BALANCE SHEET (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2020

## 40 -CAPITAL PROJECTS FUND

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
<u>ASSETS</u>					
40-1100	Claim on Cash	323,417.46	0.00	( 286,359.99)	37,057.47
40-1101	Texpool	0.00	0.00	0.00	0.00
40-1105	Cash - Amegy Checking	0.00	0.00	0.00	0.00
40-1120	Texas Class	7,573.74	0.00	( 7,573.74)	0.00
40-1200	Accounts Receivable	0.00	0.00	0.00	0.00
40-1220	A/R - General Fund	0.00	0.00	0.00	0.00
40-1250	Due To Metro	0.00	0.00	0.00	0.00
40-1300	Accrued Interest Receivable	0.00	0.00	0.00	0.00
	TOTAL ASSETS	330,991.20	0.00	( 293,933.73)	37,057.47
		=====	=====	=====	=====
<u>LIABILITIES</u>					
40-2001	Accounts Payable	0.00	0.00	0.00	0.00
40-2002	Other Accrued Liabilities	0.00	0.00	0.00	0.00
40-2200	Deferred Revenue	286,000.00	0.00	0.00	286,000.00
40-2300	Construction Retainage Payable	120,074.15	0.00	0.00	120,074.15
40-2400	Accrued Liabilities	0.00	0.00	0.00	0.00
	TOTAL LIABILITIES	406,074.15	0.00	0.00	406,074.15
<u>FUND EQUITY</u>					
40-3000	Fund Balance	( 75,082.95)	0.00	0.00	( 75,082.95)
	TOTAL BEGINNING EQUITY	( 75,082.95)	0.00	0.00	( 75,082.95)
	TOTAL REVENUES	0.00	0.00	49.52	49.52
	TOTAL EXPENSES	0.00	0.00	293,983.25	293,983.25
	INCREASE/(DECREASE) IN FUND BAL.	0.00	0.00	( 293,933.73)	( 293,933.73)
	TOTAL LIABILITIES, EQUITY & FUND BAL.	330,991.20	0.00	( 293,933.73)	37,057.47
		=====	=====	=====	=====



CITY OF PINEY POINT VILLAGE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2020

40 -CAPITAL PROJECTS FUND  
FINANCIAL SUMMARY

75.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
INVESTMENT INCOME	0.00	0.00	49.52	0.00 (	49.52)
DONATIONS & IN LIEU	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0.00	0.00	49.52	0.00 (	49.52)
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
NON-DEPARTMENTAL					
ADMIN EXPENSE	0.00	0.00	0.00	0.00	0.00
OTHER EXPENSES	0.00	0.00	293,983.25	0.00 (	293,983.25)
TRANSFERS	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	293,983.25	0.00 (	293,983.25)
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	0.00 (	293,933.73)		293,933.73

CITY OF PINEY POINT VILLAGE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2020

40 -CAPITAL PROJECTS FUND

	75.00% OF FISCAL YEAR				
REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>					
INVESTMENT INCOME					
40-4400 Interest Income	0.00	0.00	49.52	0.00 (	49.52)
TOTAL INVESTMENT INCOME	0.00	0.00	49.52	0.00 (	49.52)
<hr/>					
DONATIONS & IN LIEU					
40-4800 Other Income	0.00	0.00	0.00	0.00	0.00
40-4910 Debt Proceeds	0.00	0.00	0.00	0.00	0.00
40-4911 Bond Premium	0.00	0.00	0.00	0.00	0.00
40-4912 Issuance Cost	0.00	0.00	0.00	0.00	0.00
TOTAL DONATIONS & IN LIEU	0.00	0.00	0.00	0.00	0.00
<hr/>					
TOTAL REVENUES	0.00	0.00	49.52	0.00 (	49.52)
	=====	=====	=====	=====	=====

CITY OF PINEY POINT VILLAGE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2020

40 -CAPITAL PROJECTS FUND

75.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
NON-DEPARTMENTAL =====					
ADMIN EXPENSE					
40-500-5203 Bank Fees	0.00	0.00	0.00	0.00	0.00
TOTAL ADMIN EXPENSE	0.00	0.00	0.00	0.00	0.00
OTHER EXPENSES					
40-500-5601 Capital Outlay	0.00	0.00	0.00	0.00	0.00
40-500-5616 S. Piney Pt/Blalock Rd	0.00	0.00	0.00	0.00	0.00
40-500-5617 Smithdale/Claymore	0.00	0.00	0.00	0.00	0.00
40-500-5640 Batch 1 Projects	0.00	0.00	0.00	0.00	0.00
40-500-5641 Batch 1 - Preliminary	0.00	0.00	0.00	0.00	0.00
40-500-5655 Blalock/S. Piney Point	0.00	0.00	0.00	0.00	0.00
40-500-5660 Smithdale Estates Bypass	0.00	0.00	0.00	0.00	0.00
40-500-5670 N. Piney Point Road Project	0.00	0.00	288,972.00	0.00 (	288,972.00)
40-500-5675 Lanecrest Drainage Improvement	0.00	0.00	0.00	0.00	0.00
40-500-5702 Miscellaneous Expense	0.00	0.00	5,011.25	0.00 (	5,011.25)
TOTAL OTHER EXPENSES	0.00	0.00	293,983.25	0.00 (	293,983.25)
TRANSFERS					
40-500-5901 Transfers In	0.00	0.00	0.00	0.00	0.00
40-500-5902 Transfers Out	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL					
	0.00	0.00	293,983.25	0.00 (	293,983.25)
TOTAL EXPENDITURES					
	0.00	0.00	293,983.25	0.00 (	293,983.25)
REVENUES OVER/(UNDER) EXPENDITURES					
	0.00	0.00 (	293,933.73)		293,933.73

CITY OF PINEY POINT VILLAGE  
YEAR TO DATE BALANCE SHEET (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2020

## 99 -POOLED CASH FUND

ACCT NO#	ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
<u>ASSETS</u>					
99-1101	Cash	2,707,560.51	( 829,816.27)	( 1,451,788.78)	1,255,771.73
99-1510	DUE FROM GENERAL FUND	0.00	0.00	0.00	0.00
99-1520	DUE FROM DEBT SERVICE	0.00	0.00	0.00	0.00
99-1530	DUE FROM SPECIAL REVENUE	0.00	0.00	0.00	0.00
99-1540	DUE FROM CAPITAL PROJECTS	0.00	0.00	0.00	0.00
99-1550	DUE FROM METRO FUND	0.00	0.00	0.00	0.00
99-1599	Due From Other Funds	<u>1,833,217.41</u>	<u>( 496,147.28)</u>	<u>( 1,828,423.45)</u>	<u>4,793.96</u>
	TOTAL ASSETS	<u>4,540,777.92</u>	<u>( 1,325,963.55)</u>	<u>( 3,280,212.23)</u>	<u>1,260,565.69</u>
		=====	=====	=====	=====
<u>LIABILITIES</u>					
99-2000	Accounts Payable	1,834,953.41	( 496,147.28)	( 2,141,909.73)	( 306,956.32)
99-2190	Due to Other Funds	<u>2,705,824.51</u>	<u>( 829,816.27)</u>	<u>( 1,138,302.50)</u>	<u>1,567,522.01</u>
	TOTAL LIABILITIES	<u>4,540,777.92</u>	<u>( 1,325,963.55)</u>	<u>( 3,280,212.23)</u>	<u>1,260,565.69</u>
<u>FUND EQUITY</u>					
99-3000	Fund Balance	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL BEGINNING EQUITY	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL REVENUES	0.00	0.00	0.00	0.00
	TOTAL EXPENSES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	INCREASE/(DECREASE) IN FUND BAL.	0.00	0.00	0.00	0.00
	(WILL CLOSE TO FUND BAL.)			0.00	0.00
	TOTAL LIABILITIES, EQUITY & FUND BAL.	<u>4,540,777.92</u>	<u>( 1,325,963.55)</u>	<u>( 3,280,212.23)</u>	<u>1,260,565.69</u>
		=====	=====	=====	=====

**City of Piney Point Village  
Monthly Tax Office Report  
September 30, 2020**

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

A. Current Taxable Value    \$ 2,610,377,812

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

	Current 2020 Tax Year	Delinquent 2019 & Prior Tax Years	Total
Original Levy 0.25514	\$ 6,254,063.32	\$ 6,763,264.55	\$ 13,017,327.87
Carryover Balance	-	198,501.01	198,501.01
Adjustments	406,054.60	312,845.35	718,899.95
Adjusted Levy	6,660,117.92	7,274,610.91	13,934,728.83
Less Collections Y-T-D	3,433.70	7,009,643.05	7,013,076.75
Receivable Balance	<u>\$ 6,656,684.22</u>	<u>\$ 264,967.86</u>	<u>\$ 6,921,652.08</u>

C. COLLECTION RECAP:

Current Month:	Current 2020 Tax Year	Delinquent 2019 & Prior Tax Years	Total
Base Tax	\$ 3,433.70	\$ 9,568.17	\$ 13,001.87
Penalty & Interest	-	1,923.33	1,923.33
Attorney Fees	-	2,248.11	2,248.11
Other Fees	-	-	-
Total Collections	<u>\$ 3,433.70</u>	<u>\$ 13,739.61</u>	<u>\$ 17,173.31</u>

Year-To-Date:	Current 2020 Tax Year	Delinquent 2019 & Prior Tax Years	Total
Base Tax:	\$ 3,433.70	\$ 7,009,642.96	\$ 7,013,076.66
Penalty & Interest	-	35,900.49	35,900.49
Attorney Fees	-	7,202.60	7,202.60
Other Fees	-	694.12	694.12
Total Collections	<u>\$ 3,433.70</u>	<u>\$ 7,053,440.17</u>	<u>\$ 7,056,873.87</u>

Percent of Adjusted Levy	<u>0.05%</u>	<u>105.96%</u>
--------------------------	--------------	----------------

**MONTHLY TAX OFFICE REPORT**  
**Tax A/R Summary by Year**  
**September 30, 2020**

YEAR	BEGINNING BALANCE AS OF 12/31/2019	ADJUSTMENTS	COLLECTIONS	RECEIVABLE BALANCE AS OF 09/30/2020
2019	\$ 6,763,264.55	\$ 316,950.93	\$ 7,014,811.77	\$ 65,403.71
18	33,957.93	(3,875.17)	(4,987.37)	35,070.13
17	19,505.52	(688.48)	(181.35)	18,998.39
16	17,325.16	499.53	-	17,824.69
15	17,894.67	-	-	17,894.67
14	18,424.08	-	-	18,424.08
13	14,151.07	-	-	14,151.07
12	11,751.79	-	-	11,751.79
11	9,318.42	-	-	9,318.42
10	9,145.21	-	-	9,145.21
09	9,143.30	(1.38)	-	9,141.92
08	8,767.71	-	-	8,767.71
07	8,462.68	-	-	8,462.68
06	8,152.59	-	-	8,152.59
05	2,687.68	-	-	2,687.68
04	2,510.18	-	-	2,510.18
03	2,490.91	-	-	2,490.91
02	2,476.24	-	-	2,476.24
01	2,251.11	-	-	2,251.11
00	44.68	-	-	44.68
1999	40.08	(40.08)	-	-
	<u>\$ 6,961,765.56</u>	<u>\$ 312,845.35</u>	<u>\$ 7,009,643.05</u>	<u>\$ 264,967.86</u>

## Karen Farris

---

**From:** Morawiec, Tiffany <Tiffany.Morawiec@springbranchisd.com>  
**Sent:** Thursday, October 8, 2020 1:25 PM  
**To:** Karen Farris; Roger Nelson  
**Cc:** Mark Kobelan (mark@ppvcouncil.org)  
**Subject:** Monthly Report for September 2020  
**Attachments:** Piney Point 0120.xlsx

Good afternoon!

Please see attached monthly report for City of Piney Point. We loaded the certified roll on 9/30 and expect statements to go to printer next week. Let me know if you need any additional information.

Thank you,  
Tiffany



**Tiffany D. Morawiec | Tax Assessor/Collector**  
Financial Services | Tax Office  
8880 Westview Rd., Houston, TX 77055  
713-251-7968  
[www.springbranchisd.com](http://www.springbranchisd.com)

Please take a moment to click on the smile below and let me know how satisfied you are with my service today.



**NOTICE OF CONFIDENTIALITY:** This electronic communication may contain confidential information intended solely for school business by the individual to whom it is addressed. Any disclosure (verbal or in print), copying, distributing, or use of this information by an unauthorized person is prohibited, and may violate Spring Branch ISD Board Policy FL (Legal), the Family Education Rights and Privacy Act (FERPA). Should you receive this electronic communication in error, please notify the sender immediately. Thereafter, please delete the message.

---

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



## **Council Agenda Item Cover Memo**

**10/26/2020**

**Date of Meeting**

**To: Mayor and City Council**

**Agenda Item:**

**Discuss and take possible action on a fill ordinance appeal for 9B Woods Edge.**

**SUMMARY/BACKGROUND (WHY):** The developer of 9B Woods Edge submitted an appeal to the fill ordinance per Sec. 34-124 which requires the limitation of fill on the property to maximum elevation equal to a one percent slope from the existing top of curb not exceeding 12-inches. This property is located within the 500-year floodplain and required to build their finished floor 1-foot above the 500-year floodplain elevation. This requirement sets the finished floor elevation at approximately 7-feet above the curb elevation. The developer is meeting the fill ordinance in most locations on the property but is appealing the requirements in the ordinances for stairs/terrace in the front and for the garage and driveway.

### **STAFF RECOMMENDATION:**

---

---

**ESTIMATED COST:** See attached

**FUNDING SOURCE:** N/A

**CURRENT BUDGETED ITEM:** YES ☐ NO ☐

**EMERGENCY REQUEST:** YES ☐ NO ☒

---

---

**PREPARED BY:** Joe Moore

**ATTACHMENTS:** Yes



**Refined Custom Builders, LLC**  
8303 Westglen  
Houston, TX  
refinedcustombuilders.com  
[info@refinedcustombuilders.com](mailto:info@refinedcustombuilders.com)  
(281)589-1185

---

February 7, 2020

Joseph Moore, P.E., City Engineer  
Drainage Review of 9 Woods Edge Lane  
City of Piney Point Village, Texas  
HDR Job No. 20-004a  
Re: 9B Woods Edge

Dear Mr. Moore,

I am writing this letter after our 2/3/2020 meeting with Aaron Croley at the City of Piney Point Village monthly drainage meeting. After much discussion and design considerations, we will be applying for two variances per Mr. Croley's recommendation.

We originally submitted the drawings based on data that was outdated on the website. The new requirement, based on Piney Point Village LDC Chapter 34, Article 2, Division 3 Sec 34-101(2)d, states the mechanical pads and finished floor must be one foot above the 500-year floodplain, which would put our house floor at an elevation of 62.00'. Our mechanical pad is connected to the house on the exterior and Engineers have designed to have a drop of 6" to prevent water penetration into the main structure.

The lot is large, 42,782 square feet in size, and is situated adjacent to the Buffalo Bayou. Due to the geography we have a large elevation change measuring from the curb to the back of property dropping 24.4'. This, coupled with the finished floor building height requirement, is causing us to not be able to meet all of the stated drainage design requirements. For example, from the top of curb to the required finished floor we have a 7' height change on a distance of 53'6". With a 1% maximum rise in grade it only allows 11.25" of fill, putting the grade at the house at 6.0625' below the finished floor. This causes a problem with the garage because it has mechanicals: Hot Water Heaters and Water Filtration System. A 1% rise in grade from the curb will also not allow for entry into the home via the front door or garage. Since the lot also slopes to the back, rather dramatically, we cannot have a 1% grade on all sides of the structure.

Thus, we are applying for the following variances:

1. Entry Stairway: Stairway for means of egress and to promote the Health, Safety, and Welfare of the occupants. Should there be a medical emergency or fire related event, the front of the house is the only way for residence to get off the property. We would



## Refined Custom Builders, LLC

8303 Westglen

Houston, TX

[refinedcustombuilders.com](http://refinedcustombuilders.com)

[info@refinedcustombuilders.com](mailto:info@refinedcustombuilders.com)

(281) 589-1185

like to pursue a balanced fill along the front side of the property with terraced planters and an egress stair in the middle for quick evacuation. We feel this is a fair balance between intent of the Land Development Code and our professional liability for the end users.

2. 1% Grade From Top of Curb: We can do 1% grade to the first terraced planter (closest to the street) on the front of the home, which is as close as we can get due to the required structure height. All other sides we need variance approval. We will also need to exceed 1% Grade for the driveway in order to allow access in to the garage.

What we are requesting is a **Conditional Variance Approval**. The reason for the "Conditional" approval is that we want to make sure the concept is approved before sending to the Civil Engineer and Structural Engineer. We don't want to waste everyone's time (Yours, and the Engineers) if there needs to be major additional changes. Once we receive a conditional approval we will have them make the necessary changes to match the Architectural Drawings, and any other details you require on the Engineering plans.

Attached you will find the revised site plan with the following information:

- Proposed Elevation Heights
  - You will notice we have proper sheet flow around the property
  - There is a swale called out around the perimeter of the property to prevent water runoff onto adjacent properties.
- Structural Retaining Walls
  - On the Front of the building the structural retaining walls are behind the build line
  - On the West side of the home the structural retaining wall will have a curb to prevent water runoff onto the adjacent property
  - On the Rear of the home there is a retaining wall that will allow for water to shed to the bayou on the rear of the property, and is necessary for the driveway
- Decorative Retaining Walls
  - On the front there is a 30" decorative stacked stone retaining wall to tier up to the structural retaining wall
- Decorative Bedding Border
  - On the front of the home There is an 8" decorative stone flower bead border that will tier to the stairs and the 30" stacked stone decorative retaining wall.
- Railings
  - Railing are called out for fall protection

You will also find several 3D renderings showing how the site will look with the above changes (minus plants and trees). Also, the materials for the retaining walls are showing concrete, but will be wrapped in a brick, stone, or stucco for aesthetic purposes aligning with the HOA's guidelines. We will detail prior to full approval.



**Refined Custom Builders, LLC**

8303 Westglen

Houston, TX

[refinedcustombuilders.com](http://refinedcustombuilders.com)

[info@refinedcustombuilders.com](mailto:info@refinedcustombuilders.com)

(281)589-1185

---

Please let us know if we can assist you in any field observations or additional drawings to facilitate progress on the permitting of this house. We would be happy to come in for another meeting to go over the drawings in as much detail as you would like. We appreciate your ongoing review and look forward to getting this over the goal line.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bryan Upton", with a long, sweeping horizontal line extending to the right.

Bryan Upton

Property Owner



View From Cul-de-sac



View From Road



View From Arrival

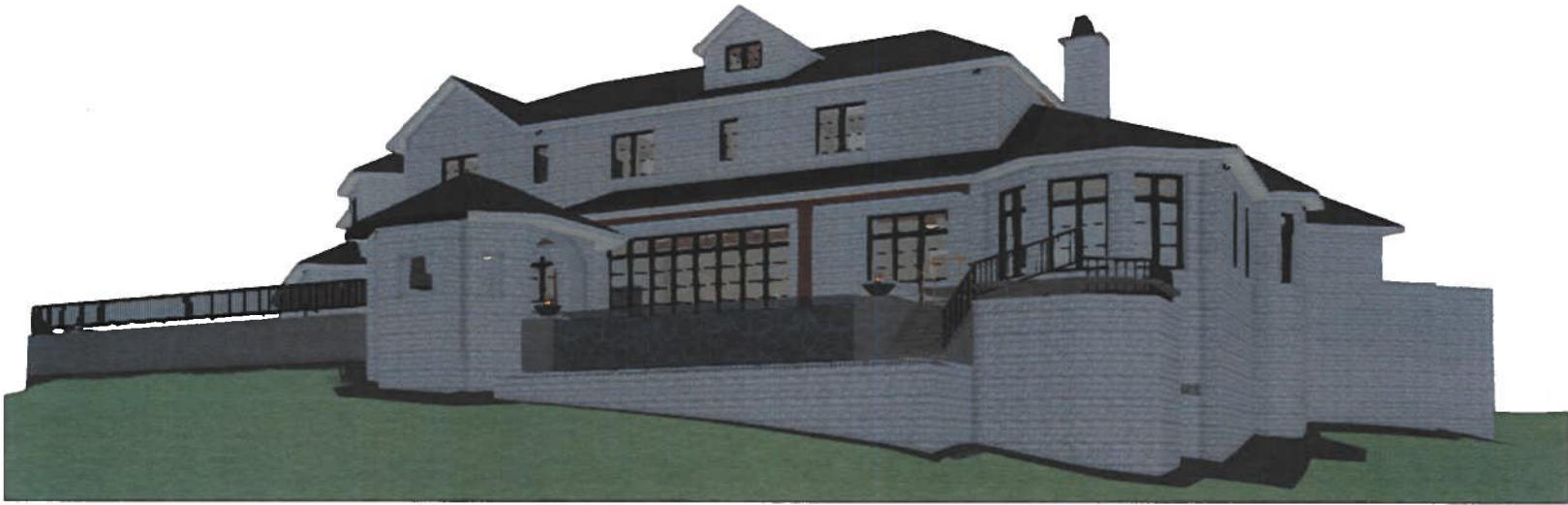


View From East Neighbor

9B Woods Edge- Renderings of Proposed Variance

*Refined*  
CUSTOM  
BUILDERS





View From Bayou Side



View From West Neighbor

---

9B Woods Edge- Renderings of Proposed Variance

*Refined*  
CUSTOM  
BUILDERS

## **Council Agenda Item Cover Memo**

**10/26/2020**

**Date of Meeting**

**To: Mayor and City Council**

**Agenda Item:**

**Discuss and take possible action on quotes received for restriping of stop bars and crosswalks on Blalock, N. Piney Point, Greenbay, Smithdale, and Hedwig.**

**SUMMARY/BACKGROUND (WHY):** The City requested that HDR obtain quotes for restriping the stop bar and crosswalk striping throughout the City. The quotes include the removal of existing striping, striping with Type I reflective thermoplastic pavement markers, and traffic control at each location. A summary of quotes and the quotes received are included in the agenda packet.

### **STAFF RECOMMENDATION:**

---

---

**ESTIMATED COST:** See attached

**FUNDING SOURCE:** City Funds

**CURRENT BUDGETED ITEM:** YES ☐ NO ☐

**EMERGENCY REQUEST:** YES ☐ NO ☒

---

---

**PREPARED BY:** Joe Moore

**ATTACHMENTS:** Yes







## QUOTATION

10/21/2020

Quotation Expires in 45 Days

RE : PINEY POINT VILLAGE HOUSTON

Project Number : 20-004

Bid Date : 10/27/2020

Bld Number : 201254

Attn : Estimating Department

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	Protection of traffic	5 EA	\$1.000	\$5.00
2	24" White Thermoplastic	1,161 LF	\$6.000	\$6,966.00
3	12" White Thermoplastic - Crosswalk	3,740 LF	\$2.450	\$9,163.00
4	Only Legends, Thermoplastic	2 EA	\$140.000	\$280.00
5	Arrow Symbols, Thermoplastic	3 EA	\$125.000	\$375.00
6	ELIM EXT PAV MRK & MRKS (24")	950 LF	\$1.550	\$1,472.50
7	ELIM EXT PAV MRK & MRKS (12")	3,310 LF	\$0.775	\$2,565.25
Total Bid:				\$20,826.75

### BID CONDITIONS

Our Quotation Excludes the Following : Survey, Sweeping(ALL SWEEPING REQUIRE FOR STRIPING,

Mobilization are determined by the Contractor or the Phasing of the project. This Quote includes 1 Mob. Each Additional Mob @ \$1,000.00.

Contractor is responsible for water and disposable of debris resulting from elimination activities.

2 Tma's are included in the quote for striping.

### GENERAL INFORMATION

Insurance:	Travelers	Workman's Comp:	Travelers
Policy #:	6F703863	Federal ID Number:	86-0679854
General Aggregate:	\$2,000,000.00	TX Tax :	86-0679854
ProdCmp/Ops Aggregate:	\$2,000,000.00	Bond Rate:	\$15.00/1000.00(Min \$100)
Auto/Sgl Limit Liability:	\$1,000,000.00	Contractor's License:	280635
Umbrella:	\$5,000,000.00		201254

Cliff 14635 \* Humble Texas 77396 \* 832- 772- 4451 FAX 832- 772- 4452  
 Easterday Marine Road

Wednesday, October 21,

1 of 2

# Highway



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

# Estimate

Bid Date	Estimate #
10/22/2020	20-0951

## Contractor / Address

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

## Project Location

Stop Bar & Crosswalk Re-Strip

Bid Number	Description	Estimated Units	U/M	Unit Price	Total
	N. Piney Point Rd.: Greenbay St. to White Pillars Ln. and Memorial Intersection				
502 6001	1. Traffic Control, complete in place	1	LS	100.00	100.00
0666 6048	2. 24" wide solid white Type I reflective pavement markers (thermoplastic) for stop bars, complete in place	511	LF	6.50	3,321.50
0666 6042	3. 12" wide solid white Type I reflective pavement markers (thermoplastic) for crosswalks, complete in place	1,590	LF	3.25	5,167.50
0666 6078	4. Remove and replace thermoplastic pavement markings, ONLY, including surface preparation and priming	1	ea	215.00	215.00
0666 6054	5. Remove and replace thermoplastic pavement markings, arrow, including surface preparation and priming	2	ea	250.00	500.00
0677 6007	6. Remove existing 24" white striping	511	LF	2.50	1,277.50
0677 6005	7. Remove existing 12" white striping	1,590	LF	1.25	1,987.50
	Hedwig Rd.				
502 6001	1. Traffic Control, complete in place	1	LS	100.00	100.00
0666 6048	2. 24" wide solid white Type I reflective pavement markers (thermoplastic) for stop bars, complete in place	90	LF	6.50	585.00
0666 6042	3. 12" wide solid white Type I reflective pavement markers (thermoplastic) for crosswalks, complete in place	370	LF	3.25	1,202.50
0677 6007	4. Remove existing 24" white striping	60	LF	2.50	150.00
0677 6005	5. Remove existing 12" white striping	300	LF	1.25	375.00
	Greenbay St.				
502 6001	1. Traffic Control, complete in place	1	LS	100.00	100.00
0666 6048	2. 24" wide solid white Type I reflective pavement markers (thermoplastic) for stop bars, complete in place	170	LF	6.50	1,105.00
0666 6042	3. 12" wide solid white Type I reflective pavement markers (thermoplastic) for crosswalks, complete in place	260	LF	3.25	845.00
0677 6007	4. Remove existing 24" white striping	170	LF	2.50	425.00
0677 6005	5. Remove existing 12" white striping	260	LF	1.25	325.00
	Blalock Rd.: Memorial Dr. to Taylorcrest Rd.				
502 6001	1. Traffic Control, complete in place	1	LS	100.00	100.00
0666 6048	2. 24" wide solid white Type I reflective pavement markers (thermoplastic) for stop bars, complete in place	200	LF	6.50	1,300.00
0666 6042	3. 12" wide solid white Type I reflective pavement markers (thermoplastic) for crosswalks, complete in place	680	LF	3.25	2,210.00

# Highway



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

## Estimate

Bid Date	Estimate #
10/22/2020	20-0951

### Contractor / Address

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

### Project Location

Stop Bar & Crosswalk Re-Strip

Bid Number	Description	Estimated Units	U/M	Unit Price	Total
0666 6078	4. Remove and replace thermoplastic pavement markings, ONLY, including surface preparation and priming	1	ea	215.00	215.00
0666 6054	5. Remove and replace thermoplastic pavement markings, arrow, including surface preparation and priming	1	ea	250.00	250.00
0677 6007	6. Remove existing 24" white striping	190	LF	2.50	475.00
0677 6005	7. Remove existing 12" white striping	320	LF	1.25	400.00
	Smithdale				
502 6001	1. Traffic Control, complete in place	1	LS	100.00	100.00
0666 6048	2. 24" wide solid white Type I reflective pavement markers (thermoplastic) for stop bars, complete in place	190	LF	6.50	1,235.00
0666 6042	3. 12" wide solid white Type I reflective pavement markers (thermoplastic) for crosswalks, complete in place	840	LF	3.25	2,730.00
0677 6007	4. Remove existing 24" white striping	19	LF	2.50	47.50
0677 6005	5. Remove existing 12" white striping	840	LF	1.25	1,050.00

\*Estimate does not include performance bond or association dues.

\*Retainage will not be held on our work unless withheld by owner on GC.

\*Minimum charge of \$1,750 will be accessed on any work preformed.

\*Traffic control estimate (Monthly Rental) does not include arrow board, message board, attenuator truck, concrete/water barriers, flaggers, uniformed police officers, or labor in operating or maintaining lanes closures.

\*Sales tax will be billed accordingly unless a tax exemption certificate is provided.

\*There will be a 3.5% charge on credit card transactions.

\*Quantities will be field measured and billed accordingly.

\*2 weeks prior notification for mobilization and material acquisitions.

**Sales Tax (8.25%)** \$0.00

**Total** \$27,894.00

Signature \_\_\_\_\_

A1 Construction Services  
6108 Brittmoore Rd, Houston, Texas  
(713) 795-1819

Date

10/22/2020

Stop Bar and Crosswalk Restriping PHASE ONE City of Piney Point Village HDR Job No. 20-004					
N. Piney Point Rd.: Greenbay St. to White Pillars Ln. and Memorial Intersection					
Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Traffic Control, complete in place, the sum of:	LS	1	2800	\$ 2,800.00
2	24" wide solid white Type I reflective pavement markers (thermoplastic) for stop bars, complete in place, the sum of:		511	8.4	\$ 4,292.40
3	12" wide solid white Type I reflective pavement markers (thermoplastic) for crosswalks, complete in place, the sum of:	LF	1,590	5.21	\$ 8,283.90
4	Remove and replace thermoplastic pavement markings, ONLY, including surface preparation and priming		1	420	\$ 420.00
5	Remove and replace thermoplastic pavement markings, arrow, including surface preparation and priming		2	350	\$ 700.00
6	Remove existing 24" white striping, the sum of:	EA	511	3.5	\$ 1,788.50
7	Remove existing 12" white striping, the sum of:	LF	1,590	1.75	\$ 2,782.50
TOTAL					\$ 21,067.30
Hedwig Rd.					
Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Traffic Control, complete in place, the sum of:	LS	1	1400	\$ 1,400.00
	24" wide solid white Type I reflective pavement markers (thermoplastic) for stop bars, complete in place, the sum of:	LF	90	8.4	\$ 756.00
3	12" wide solid white Type I reflective pavement markers (thermoplastic) for crosswalks, complete in place, the sum of:	LF	370	5.21	\$ 1,927.70
4	Remove existing 24" white striping, the sum of:	EA	60	7	\$ 420.00
5	Remove existing 12" white striping, the sum of:	LF	300	5.21	\$ 1,563.00
TOTAL					\$ 6,066.70
Greenbay St.					
Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Traffic Control, complete in place, the sum of:	LS	1	1400	\$ 1,400.00
	24" wide solid white Type I reflective pavement markers (thermoplastic) for stop bars, complete in place, the sum of:	LF	170	8.4	\$ 1,428.00
3	12" wide solid white Type I reflective pavement markers (thermoplastic)	LF	260	5.21	\$ 1,354.60

	for crosswalks, complete in place, the sum of:				
4	Remove existing 24" white striping, the sum of:	EA	170	7	\$ 1,190.00
5	Remove existing 12" white striping, the sum of:	LF	260	5.21	\$ 1,354.60
<b>TOTAL</b>					\$ 6,727.20
<b>Blalock Rd.: Memorial Dr. to Taylorcrest Rd.</b>					
Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Traffic Control, complete in place, the sum of:	LS	1	1400	\$ 1,400.00
	24" wide solid white Type I reflective pavement markers (thermoplastic)	LF	200	8.4	\$ 1,680.00
	for stop bars, complete in place, the sum of:				
3	12" wide solid white Type I reflective pavement markers (thermoplastic)	LF	680	5.21	\$ 3,542.80
	for crosswalks, complete in place, the sum of:				
4	Remove and replace thermoplastic pavement markings, ONLY, including surface preparation and priming	EA	1	420	\$ 420.00
5	Remove and replace thermoplastic pavement markings, arrow, including surface preparation and priming	EA	1	350	\$ 350.00
6	Remove existing 24" white striping, the sum of:	EA	190	7	\$ 1,330.00
7	Remove existing 12" white striping, the sum of:	LF	320	5.21	\$ 1,667.20
<b>TOTAL</b>					\$ 10,390.00

**Smithdale**

Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Traffic Control, complete in place, the sum of:	LS	1	1400	\$ 1,400.00
	24" wide solid white Type I reflective pavement markers (thermoplastic)	LF	190	8.4	\$ 1,596.00
	for stop bars, complete in place, the sum of:				
	12" wide solid white Type I reflective pavement markers (thermoplastic)	LF	840	5.21	\$ 4,376.40
	for crosswalks, complete in place, the sum of:				
4	Remove existing 24" white striping, the sum of:	EA	190	7	\$ 1,330.00
5	Remove existing 12" white striping, the sum of:	LF	840	5	\$ 4,200.00
<b>TOTAL</b>					\$ 12,902.40

Subtotal	\$	57,153.60
Sales Tax if Applicable	\$	4,715.17
Total	\$	61,868.77

90 miL Ribbon/ Extruded thermo - Reflective		
Stripe Hog 40k PSI Removal		

A1 work day 7am-5pm	
*Traffic Control includes delineators and flagmen	
(No arrow board or off duty police included)	
*Quantities are estimates only and actual field measurements will determine final payment.	
*Any additional items not on quote will incur additional charges.	
Unit costing based on all work awarded	

**Council Agenda Item Cover Memo**

**10/26/2020**

**Date of Meeting**

**To: Mayor and City Council**

**Agenda Item:**

**Discuss and take possible action on quotes for installing an additional Type A Inlet onto the existing storm sewer system at 11425 Calico Lane.**

**SUMMARY/BACKGROUND (WHY):** The City received complaints from the resident at 11425 Calico lane about sheet flow crossing Calico from north to south during heavy rain events and ponding around the existing inlet in his yard. The resident requested a second inlet to be installed to increase inlet capacity. The City requested that HDR obtain quotes for installing an additional inlet in the ROW at 11425 Calico. The quotes includes the installation of one (1) Type A Inlet onto the existing 24" RCP. A summary of quotes and the quotes received are included in the agenda packet.

**STAFF RECOMMENDATION:** \_\_\_\_\_  
\_\_\_\_\_

---

---

**ESTIMATED COST:** See attached

**FUNDING SOURCE:** City Funds

**CURRENT BUDGETED ITEM:** YES ☐ NO ☐

**EMERGENCY REQUEST:** YES ☐ NO ☒

---

---

**PREPARED BY:** Joe Moore

**ATTACHMENTS:** Yes



**Summary of Quotes**  
**11425 Calico Inlet**  
**City of Piney Point Village**  
**HDR Job No. 20-004**

Contractor	Total Quote
T-Construction	\$8,125.00
Camino TX	\$12,300.00
OnPar Civil Servies	\$13,648.10
Represents the lowest Quote	



# T CONSTRUCTION, L.L.C.

12605 McNair St \* Houston, Texas 77015 \* Ph. 832-582-8420 \* Fx. 832-582-8421

October 22, 2020

HDR Engineering  
Att. Presley Lundquist  
4828 Loop Central Dr.  
Ste 800 Houston, TX 77081

**RE: City of Piney Point Village, Installation of type A Grate Inlet**

Ms. Lundquist

T Construction, LLC is pleased to provide a proposal for performing "Installation of type A Grate inlet". The following is a breakdown of cost:

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED
1	Mobilization	LS	1	\$1,200.00	\$1,200.00
2	Traffic Control	LS	1	\$850.00	\$850.00
3	Installation of Type A Grate inlet, including bedding & backfill	EA	1	\$3,800.00	\$3,800.00
4	24" RCP Connection to new Type A inlet with concrete collar	EA	1	\$1,100	\$1,100.00
5	Sod restoration	LS	1	\$350.00	\$350.00
	<b>TOTAL BASE BID</b>				<b>\$7,300.00</b>
<b>Supplemental items, if required</b>					
5	4" to 8" Yard Connection to Existing yard drain, up to 12LF	EA	1	\$825.00	\$825.00
	<b>Total with supplemental items</b>				<b>\$8,125.00</b>

This price includes Mobilization, Labor, Equipment & Material, Trench Safety and Confined Space.

This Price does not include

- Concrete driveway removal & replacement
- Asphalt Pavement removal & replacement

If you have any questions, please don't hesitate to contact me.

Sincerely,

Yemin Villares  
Managing Director/Estimator  
T Construction, LLC  
Phone: (832)582-8420  
Fax: (832)582-8421  
Email: [yvillares@tconstructionllc.com](mailto:yvillares@tconstructionllc.com)

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_



# CAMINO SERVICES

## Proposal by Camino Services LLC

Date of Proposal: 10/22/2020 \_\_\_\_\_  
Proposal To: CITY OF PINEY POINT \_\_\_\_\_ (the "Customer")  
To Serve: CALICO LANE A INLET \_\_\_\_\_ (the "Site")

Acceptance: The Customer may accept this Proposal either by a) signing where indicated or b) asking the Company to begin work. In the event of either form of acceptance, this Proposal will become the contract between the Customer and the Company (the "Agreement"). This Proposal is valid for 120 days after the Date of Proposal above, but may, at the Company's sole option, be withdrawn or revised at any time before acceptance by the Customer.

Scope: The Company will provide consultative, construction, and/or field services regarding the Customer's construction project, construction punch list, or other infrastructure rehabilitation project (collectively, the "Project"). The parties agree that these services are labor and materials on behalf of the Customer and may or may not occur during the construction phase. In addition, the Company may:

- Facilitate the Customer's obtaining permit authorization to perform the Project;
- Prepare, modify, and/or maintain the Customer's construction documents including plans, specifications, certificates, or other documents required by the Customer's Project (collectively, the "Construction Documents");
- Provide inspections, testing, walk-throughs, and/or records concerning the Company's observations of site conditions;
- Provide debris removal, grading, or other handwork;
- Construct amenities, structures, appurtenances, water quality features, drainage features, or concrete paving;
- Provide training, educational material, public notices, or consultation; or
- Recommend best management practices for the Customer's use and implementation. The scope of work performed by the Company is referred to as the "Work." Upon installation, any materials shall become the Customer's property.

Item	Description	Quantity	Unit	Unit Price	Total
10	MOBILIZATION	1.000	EA	\$ 950.00	\$ 950.00
20	TYPE A INLET	1.000	EA	\$8,750.00	\$8,750.00
30	TIE IN INLET	1.000	EA	\$1,850.00	\$1,850.00
40	TRENCH SAFETY	1.000	EA	\$ 750.00	\$ 750.00
<b>Bid Total</b>					<b>\$12,300.00</b>

Schedule: The Company may provide schedules suggesting when Work may be done in the future and/or a general plan for frequency of work. Customer understands that schedules are subject to change, based on weather and other factors. Customer agrees to make no claim against the Company for work not being performed according to any schedule.

Pricing of Services: The Company has offered pricing at rates as shown in this Agreement for the items of work that are agreed to be performed. This pricing is shown with subtotals based on estimated quantities for the Customer's information. However, the Company will invoice and the Customer will pay the unit prices for Work based on actual quantities performed. All services and materials will be charged sales tax unless a valid Texas Sales and Use Tax Resale Certificate/Exemption Certificate is furnished.

Changes: This is a unit price contract and includes only items for which the Company and the Customer have agreed on the work described in the agreed line items. No claim shall be made against the Company for any variance between estimated quantities and the quantities actually requested or performed under the Agreement. The parties anticipate that the actual Work will involve

performance of quantities that may differ from the estimated quantities, and the Customer will pay for actual quantities performed and invoiced as part of this Agreement. Work for which there is no line item is not in the scope of the Agreement, and will be added to this Agreement only if the Company and the Customer agree in writing on the scope and price of that additional work and the Customer indicates its agreement by signature or other express agreement.

**The Customer's Responsibility:** The Company cannot guarantee, assure, nor warrant the Customer's compliance with its permit authorization to perform the Project nor its compliance with Local, State, and/or Federal requirements. The Company is only advising the Customer on the site conditions and requirements, and the Customer has primary responsibility to perform the work recommended by the Company and stated in the permit authorization to perform the Project. The Customer therefore agrees that Customer's performance of certain work is a condition precedent to the Company's obligation and/or ability to perform work, and further agrees that Customer will perform at least the following work:

- o Obtain permit authorization to perform the Project;
- o Maintain and enforce good housekeeping practices;
- o Maintain and enforce the best management practices described in the Customer's permit authorization to the maximum extent practicable, including routine maintenance and/or repair/replacement of pollution prevention devices or erosion and sedimentation controls;
- o Manage the Customer's contractors, sub-contractors and suppliers at every tier, and all other visitors and deliveries to the site to make sure they are maintaining best management practices;
- o Notify the Company of the start and completion of any construction, the termination of any permit authorization, the transfer of any parcels, of lot take- down schedules, or of any transfer of operational control to another operator or operators;
- o Notify the Company of any responsibilities assigned to other agents, designers, consultants, trades, contractors, subcontractors and/or suppliers at any tier;
- o Provide access to the areas in which the Company will provide services;
- o Allow periodic inspections by the Company by any reasonable means, technology, or methodology;
- o Implement best management practices as the Company recommends and/or suggests to the maximum extent practicable; and
- o Comply promptly with the requirements of any permit authorization to perform the Project and with the requirements of Local, State, and Federal authorities.

**Term:** The Agreement will continue as long as the Customer requests services from the Company. However, when the Customer accepts a project as completed, the Company will cease service in that area and will no longer be responsible for providing services for that area.

**Termination:** Either party may terminate this agreement upon 7 days written notice to the other. If the Customer terminates the Agreement, the Company will immediately be due payment for services performed up to and resulting from termination, including demobilization, and after the date of termination, the Company will not be responsible for maintenance or storage of any records of services performed during this Agreement. If the Company terminates the agreement, the Company will immediately be due payment for services performed up to termination, and after the date of termination, the Company will not be responsible for maintenance or storage of any records of services performed during this Agreement.

**Invoicing:** The Company will invoice by the end of each month for services performed, based on actual quantities of the Work performed.

**Payment:** Payment is due in full upon receipt, without retainage or withholding. Amounts unpaid after 180 days will bear interest from seven days after the invoice date at 1 ½% interest per month.

**The Company Rights Upon Non-Payment:** If payment is not received timely, the Company may, at its sole discretion, suspend any or all work for the Customer. In addition, the Company will be under no obligation to maintain records that it has kept for the Customer on any job for which payment is late. **NOTWITHSTANDING ANYTHING ELSE IN THIS DOCUMENT, CUSTOMER AGREES TO INDEMNIFY THE COMPANY FOR ANY DAMAGES INCURRED BY CUSTOMER ARISING OUT OF OR RELATED TO OR RESULTING FROM RECORDS THAT THE COMPANY DOES NOT MAINTAIN WHILE CUSTOMER'S ACCOUNT IS DELINQUENT.**

**Limitation of Responsibility / Liability:** The Company will be responsible for damages incurred by the Customer only to the extent that such damages are directly caused by the Company' actions or omissions. The Customer agrees that the Company is not liable for the Customer's failure to perform the Customer's responsibilities under this agreement, including following the recommendations and suggestions of the Company and maintaining best management practices. The Customer agrees that the Company's total liability for any year of services provided under this Agreement for this Project will not exceed 50% of the amount billed to the Customer for this Project during that year. Under no circumstances will the Company be liable for damages due to the Customer's failure to perform any of its responsibilities outlined above, or damages caused by the actions or inactions of any of the Customer's employees, agents, designers, consultants, trades, contractors, subcontractors and/or suppliers at any tier.

**Waiver of Consequential Damages:** The Company and the Customer waive any and all claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes:

- o Damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- o Damages incurred by the Company for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

**Assurance:** The Customer agrees that, both at the beginning of the job and any other time at which the Company may request, the Customer will provide the Company assurance of the Customer's ability to pay for the Work, as well as a) if this is a private project, the information described in subparagraphs 1-5 of Texas Business & Commerce Code Section 56.054 (d), or b) if this is a public projects, the information described in subparagraphs 1-3 of Texas Business & Commerce Code Section 56.054 (e).

**Limited Warranty:** The Company will perform the Work in a manner consistent with the standard of care expected of a company performing such services in this geographical area at this time under these circumstances. The Company provides no other warranties, and the Customer agrees that all other warranties, express or implied, are excluded.

**Disputes:** The parties will attempt to resolve any disputes arising out of or relating to this Proposal or the resulting Agreement and/or the Work by a) direct discussions between the parties, followed by b) mediation. If disputes remain unresolved after mediation, they will be resolved by arbitration, with the award of the arbitrator(s) binding pursuant to Texas Civil Practices and remedies Code Ch. 171. Mediation and/or arbitration will be conducted by the American Arbitration Association ("AAA") under their Construction Industry Rules in effect at the time that the dispute is first submitted to the AAA.

**Insurance:** The Company will carry its standard insurance, including general liability, auto liability, workers' compensation, and professional liability coverage.

**No Third Party Beneficiary:** Notwithstanding any provision of the Agreement, no other person or entity besides the Company and the Customer, whether or not mentioned in this Agreement or in the Work, is intended to be or will be considered to be a third party beneficiary of or entitled to assert any rights under this Agreement.

**MUTUAL INDEMNITY: THE COMPANY AND THE CUSTOMER AGREE THAT EACH WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, OF EVERY KIND OR CHARACTER ("CLAIMS"), TO THE EXTENT THAT SUCH CLAIMS ARISE FROM DAMAGES CAUSED BY A) THE INDEMNIFYING PARTY, B) ANY OF THE INDEMNIFYING PARTY'S EMPLOYEES, REPRESENTATIVES, DESIGNERS, SUBCONTRACTORS, AND/OR SUPPLIERS AT ANY TIER, AND/OR C) ANY OTHER PARTY FOR WHOM THE INDEMNIFYING PARTY IS RESPONSIBLE.**

**THESE DUTIES EXTEND TO CLAIMS INCLUDING THOSE ARISING FROM PERSONAL INJURY, INCLUDING DEATH, EMOTIONAL DISTRESS, REAL AND PERSONAL PROPERTY DAMAGE, AND ECONOMIC LOSS.**

**THESE DUTIES EXTEND TO ALL CLAIMS THAT ARE BASED ON, IN CONNECTION WITH, RELATING TO, OR ARISING OUT OF WORK AND/OR THE AGREEMENT.**

THESE DUTIES ARE NOT LIMITED BY OR TO THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR ANY PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

\_\_\_\_\_(the "Customer") Camino Services LLC (the "Company")  
\_\_\_\_\_[signature] \_\_\_\_\_[signature]  
\_\_\_\_\_[printed name] \_\_\_\_\_[printed name]  
\_\_\_\_\_[title] \_\_\_\_\_[title]

## Lundquist, Presley

---

**From:** Rogelio Munoz <bidonpar@gmail.com>  
**Sent:** Thursday, October 22, 2020 12:08 PM  
**To:** Lundquist, Presley  
**Cc:** Moore, Joseph; Rosie Troy  
**Subject:** Re: Quote Request - Piney Point Village Calico Inlet

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

Below is a quote for installing an inlet on an existing drainage system on Calico Lane and rehabilitation of the area. If a dog house inlet is approved, we lower pricing by \$1,500.

\$13,648.10

On Wed, Oct 21, 2020 at 10:54 AM Lundquist, Presley <[Presley.Lundquist@hdrinc.com](mailto:Presley.Lundquist@hdrinc.com)> wrote:

Rogelio,

The City of Piney Point Village has requested that we solicit quotes for installing an inlet on an existing drainage system on Calico Lane. The attached files include a plan & profile sheet, a detail and a location exhibit. If you are interested, please provide your quote by **COB on Thursday, October 22nd** so we can include it on the agenda for the upcoming City Council Meeting on Monday.

Please contact us if you have any questions about the work. If you are not interested in the work, please reply back to this email indicating as such.

Thanks,

**Presley Lundquist, E.I.T.**

**HDR**

4828 Loop Central Drive, Ste. 800  
Houston, TX 77081

**Council Agenda Item Cover Memo**

**10/26/2020**

**Date of Meeting**

**To: Mayor and City Council**

**Agenda Item:**

**Discuss and take possible action on quotes for replacing and improving the guardrail on South Piney Point Road south of Memorial.**

**SUMMARY/BACKGROUND (WHY):** The City requested that HDR obtain quotes for repairing and improving the guardrail at South Piney Point Road south of Memorial to increase visibility and motorist safety. Attached are quotes received from Contractors to repair the existing guardrail, extend the guardrail an additional 80-feet north, installation of reflector delineators on the guardrail, installation of two chevron arrow signs behind the guardrail to call attention to the left turn, and installation of a left turn warning and speed reduction sign in the median just south of Memorial Drive. A summary of quotes and the quotes received are included in the agenda packet.

**STAFF RECOMMENDATION:** \_\_\_\_\_  
\_\_\_\_\_

---

---

**ESTIMATED COST:** \_\_\_\_\_ **FUNDING SOURCE:** City Funds

**CURRENT BUDGETED ITEM:** YES ☐ NO ☐ **EMERGENCY REQUEST:** YES ☐ NO ☒

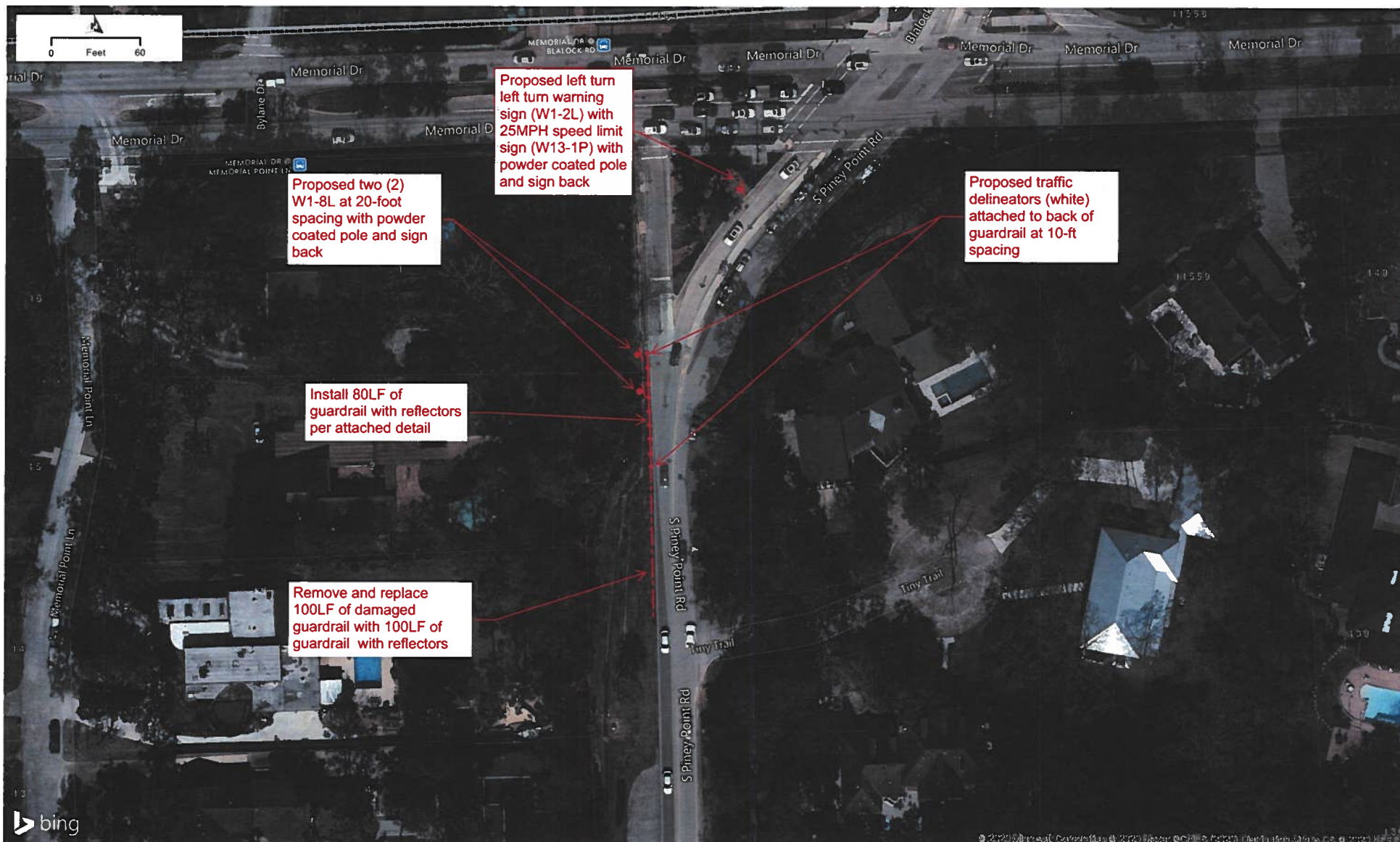
---

---

**PREPARED BY:** Joe Moore

**ATTACHMENTS:** Yes





**Summary of Quotes**  
**SPPR Guardrail Repairs and Improvements**  
**City of Piney Point Village**  
**HDR Job No. 20-004**

<b>Contractor</b>		<b>Total Quote</b>
ISI Contracting, Inc.		\$12,695.00
Southwest Road & Safety		\$18,300.00
OnPar Civil Servies		\$19,430.00
Represents the lowest Quote		

# South Piney Point Road Guardrail Repair & Upgrade

## Quote Request

City of Piney Point Village

Job No. 20-004

### CONTRACTOR:

Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Remove and replace damaged guardrail per detail sheet, complete in place the sum of:	LF	100	54	5400
2	Install guardrail per detail sheet, complete in place the sum of:	LF	80	54	4320
3	Furnish and Install left turn warning sign (MUTCD W1-2L) with 25MPH speed limit sign (MUTCD W13-1P) with Hunter Green (3.2 mil.) with powder coated back; sign poles that are powder coated (3.2 mils) with Tiger Drylac series 38 super durable powder, semi-gloss finish or approved equal; complete in place the sum of:	EA	1	675	675
4	Install traffic delineators (white) behind northernmost 80-ft of guard rails at 10-ft spacing, complete in place, the sum of:	EA	8	25	200
5	Install left pointing chevron signs (MUTCD W1-8L) behind guardrail with Hunter Green (3.2 mil.) with powder coated back; sign poles that are powder coated (3.2 mils) with Tiger Drylac series 38 super durable powder, semi-gloss finish or approved equal; complete in place the sum of:	EA	2	675	1350
6	Traffic control per TxMUTCD requirements, complete in place, the sum of:	LS	1	750	750
TOTAL:					12695.00

ISI CONTRACTING, INC.



# South Piney Point Road Guardrail Repair & Upgrade

## Quote Request

City of Piney Point Village

Job No. 20-004

### CONTRACTOR:

Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Remove and replace damaged guardrail per detail sheet, complete in place the sum of:	LF	100	95.60	9560.00
2	Install guardrail per detail sheet, complete in place the sum of:	LF	80	54.00	4320.00
3	Furnish and install left turn warning sign (MUTCD W1-2L) with 25MPH speed limit sign (MUTCD W13-1P) with Hunter Green (3.2 mil.) with powder coated back; sign poles that are powder coated (3.2 mils) with Tiger Drylac series 38 super durable powder, semi-gloss finish or approved equal; complete in place the sum of:	EA	1	550.00	550.00
4	Install traffic delineators (white) behind northernmost 80-ft of guard rails at 10-ft spacing, complete in place, the sum of:	EA	8	50.00	400.00
5	Install left pointing chevron signs (MUTCD W1-8L) behind guardrail with Hunter Green (3.2 mil.) with powder coated back; sign poles that are powder coated (3.2 mils) with Tiger Drylac series 38 super durable powder, semi-gloss finish or approved equal; complete in place the sum of:	EA	2	550.00	1100
6	Traffic control per TxDOT requirements, complete in place, the sum of:	LS	1	3,500	3,500
				TOTAL:	19,930.00



Date: 10/21/2020  
Bid Date: 10/21/2020  
Page: 1 of 1

**A TXDOT REGISTERED "SBE" FIRM VN 12413 | METRO CERTIFICATION #010701392**

**Council Agenda Item Cover Memo**

**10/26/2020**

**Date of Meeting**

**To: Mayor and City Council**

**Agenda Item:**

**Discuss and take possible action on the award of the 2020 Paving Improvements Project to the low bid submit by AAA Asphalt Paving, Inc.**

**SUMMARY/BACKGROUND (WHY):** The City received bids for the 2020 Paving Improvements Project. Attached is the Letter of Recommendation including Bid Tabulation of all bids received. AAA Asphalt submit the low bid.

**STAFF RECOMMENDATION:** \_\_\_\_\_

---

**ESTIMATED COST:** See Attached      **FUNDING SOURCE:** City Funds

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

---

**PREPARED BY:** Joe Moore

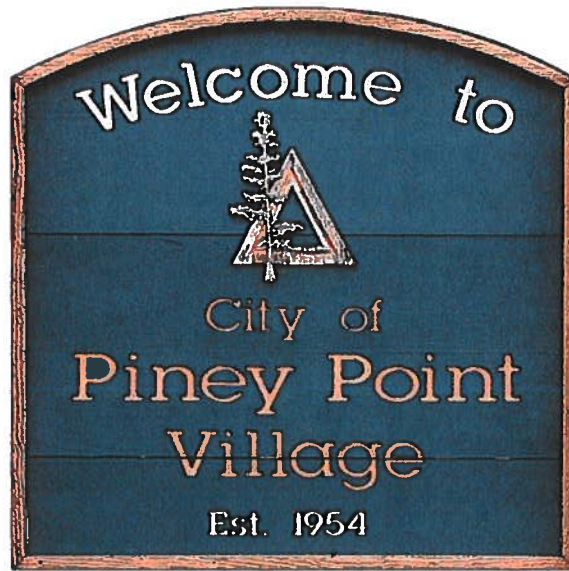
**ATTACHMENTS:** Yes



LETTER OF RECOMMENDATION

FOR

2020 Paving Improvements Project



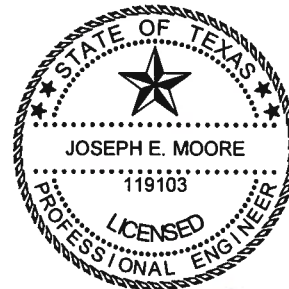
CITY OF PINEY POINT VILLAGE, TEXAS

OCTOBER 22, 2020

HDR Project No. 20-035



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



*HEM*  
10-23-2020

October 21, 2020

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

Re: 2020 Paving Improvements Project  
City of Piney Point Village, Texas  
HDR Job No. 20-035

Dear Mayor and City Council Members:

On October 15, 2020 four (4) bids were received on the above referenced project.

1. Bid Tabulation Sheet – four (4) construction firms participated in the bidding process. Each bid was checked for mathematical errors and/or bid irregularities. Appropriate corrections to the errors were made and included in the attached bid tabulations. The errors did not affect the order of the bids. The bids for the total project are as follows:

Contractor	Total Bid
AAA Asphalt Paving, Inc.	<b>\$282,355.00</b>
T-Construction, LLC	<b>\$307,860.63</b>
Craig & Heidt, Inc.	<b>\$348,038.00</b>
MC2 Mainlane Industries, Ltd.	<b>\$367,337.50</b>

2. References –AAA Asphalt Paving, Inc. provided a list of references on projects they previously performed as general contractors. Please see Section 2 of this report.
3. Telephone Conversations with References – Three (3) references were contacted by telephone and were asked to respond to a questionnaire. Generally, the references indicated that they were impressed with the work AAA Asphalt Paving, Inc. had performed and would use them again in the future. Please see Section 3 of this report.



AAA Asphalt Paving, Inc. is a company with experience in projects of this nature. For these reasons listed above, we recommend that the City of Piney Point Village award the 2020 Paving Improvements Project for a total bid of Two Hundred Eighty Two Thousand, Three Hundred Fifty Five dollars and Zero cents (\$282,355.00) to AAA Asphalt Paving, Inc.

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

Sincerely,

HDR Engineering, Inc.

A handwritten signature in blue ink, appearing to read 'JEM', is positioned above the printed name of the signatory.

Joseph Moore, P.E., CFM  
City Engineer

# SECTION 1

Bid Tabulation  
2020 Paving Improvements Project  
October 2020

Low Bidder											
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	AAA Asphalt		T-Construction		Craig & Heidt, Inc.		MC2 Mainline	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
Paving Items:											
1	3" Milling of existing asphalt pavement, including hauling and proper disposal, complete in place, the sum of:	S.Y.	5,070	\$ 5.25	\$ 26,617.50	\$ 6.50	\$ 32,955.00	\$ 5.00	\$ 25,350.00	\$ 8.00	\$ 40,560.00
2	3" Type D HMAc overlay placed in 1.5" lifts, complete in place, the sum of:	S.Y.	5,070	\$ 18.00	\$ 91,260.00	\$ 20.00	\$ 101,400.00	\$ 22.00	\$ 111,540.00	\$ 20.00	\$ 101,400.00
3	Prime Coat, complete in place, the sum of:	GAL	2,200	\$ 2.50	\$ 5,500.00	\$ 3.25	\$ 7,150.00	\$ 2.00	\$ 4,400.00	\$ 3.00	\$ 6,600.00
4	2" Type D HMAc overlay for asphalt point repairs, complete in place, the sum of:	S.Y.	525	\$ 16.50	\$ 8,662.50	\$ 18.00	\$ 9,450.00	\$ 22.00	\$ 11,550.00	\$ 50.00	\$ 26,250.00
5	8" Type A HMAc Black Base, complete in place, the sum of:	S.Y.	725	\$ 43.00	\$ 31,175.00	\$ 45.00	\$ 32,625.00	\$ 77.00	\$ 55,825.00	\$ 70.00	\$ 50,750.00
6	Remove and dispose of existing asphalt pavement and base material, complete in place, the sum of:	S.Y.	725	\$ 14.25	\$ 10,331.25	\$ 16.00	\$ 11,600.00	\$ 55.00	\$ 39,875.00	\$ 25.00	\$ 18,125.00
7	Remove and reset existing wooden pedestrian bridge, complete in place, the sum of:	EA.	1	\$ 1,500.00	\$ 1,500.00	\$ 4,500.00	\$ 4,500.00	\$ 1,620.00	\$ 1,620.00	\$ 2,500.00	\$ 2,500.00
8	24" wide solid white Type I reflective pavement markers (thermoplastic), complete in place, the sum of:	L.F.	35	\$ 13.00	\$ 455.00	\$ 46.00	\$ 1,610.00	\$ 31.00	\$ 1,085.00	\$ 15.00	\$ 525.00
9	12" wide solid white Type I reflective pavement markers (thermoplastic), complete in place, the sum of:	L.F.	155	\$ 6.50	\$ 1,007.50	\$ 22.00	\$ 3,410.00	\$ 8.00	\$ 1,240.00	\$ 6.00	\$ 930.00
10	4" wide solid white Type I reflective pavement markers (thermoplastic), complete in place, the sum of:	L.F.	500	\$ 1.50	\$ 750.00	\$ 7.00	\$ 3,500.00	\$ 2.00	\$ 1,000.00	\$ 2.00	\$ 1,000.00
11	4" wide solid yellow Type I reflective pavement markers (thermoplastic), complete in place, the sum of:	L.F.	820	\$ 1.50	\$ 1,230.00	\$ 7.00	\$ 5,740.00	\$ 2.00	\$ 1,640.00	\$ 2.00	\$ 1,640.00
12	18" white yield triangle Type I reflective pavement markers (thermoplastic), complete in place the sum of:	EA.	25	\$ 65.00	\$ 1,625.00	\$ 70.00	\$ 1,750.00	\$ 86.00	\$ 2,150.00	\$ 60.00	\$ 1,500.00
13	MUTCD R6-2R 'One Way' traffic sign including hardware, foundation, and galvanized pole, complete in place, the sum of:	EA.	4	\$ 350.00	\$ 1,400.00	\$ 500.00	\$ 2,000.00	\$ 507.00	\$ 2,028.00	\$ 400.00	\$ 1,600.00
14	Traffic control and regulation, complete in place, the sum of:	L.S.	1	\$ 9,500.00	\$ 9,500.00	\$ 18,000.00	\$ 18,000.00	\$ 7,705.00	\$ 7,705.00	\$ 15,000.00	\$ 15,000.00
15	Storm Water Pollution Prevention Plan, complete in place, the sum of:	L.S.	1	\$ 7,500.00	\$ 7,500.00	\$ 2,800.00	\$ 2,800.00	\$ 3,810.00	\$ 3,810.00	\$ 10,000.00	\$ 10,000.00
Total Paving Items:					\$ 198,513.75		\$ 238,490.00		\$ 270,818.00		\$ 278,380.00
Tree Protection Items:											
16	Clearance prune, complete in place, the sum of:	EA.	40	\$ 150.00	\$ 6,000.00	\$ 370.00	\$ 14,800.00	\$ 130.00	\$ 5,200.00	\$ 250.00	\$ 10,000.00
17	Root pruning trench, complete in place, the sum of:	L.F.	100	\$ 25.00	\$ 2,500.00	\$ 27.00	\$ 2,700.00	\$ 35.00	\$ 3,500.00	\$ 25.00	\$ 2,500.00
18	Tree protection fence, complete in place, the sum of:	L.F.	400	\$ 13.00	\$ 5,200.00	\$ 20.00	\$ 8,000.00	\$ 6.00	\$ 2,400.00	\$ 5.00	\$ 2,000.00
Total Tree Protection Items:					\$ 13,700.00		\$ 25,500.00		\$ 11,100.00		\$ 14,500.00
Supplemental Items:											
19	8" Type A HMAc Black Base, complete in place, the sum of:	S.Y.	500	\$ 43.00	\$ 21,500.00	\$ 27.00	\$ 13,500.00	\$ 62.00	\$ 31,000.00	\$ 70.00	\$ 35,000.00
20	Bank sand, complete in place, the sum of:	C.Y.	40	\$ 30.00	\$ 1,200.00	\$ 53.00	\$ 2,120.00	\$ 110.00	\$ 4,400.00	\$ 75.00	\$ 3,000.00
Total Supplemental Items:					\$ 22,700.00		\$ 15,620.00		\$ 35,400.00		\$ 38,000.00
Add Alternate Items:											
21	Regrade existing ditch, complete in place, the sum of:	L.F.	675	\$ 30.00	\$ 20,250.00	\$ 14.00	\$ 9,450.00	\$ 10.00	\$ 6,750.00	\$ 16.00	\$ 10,800.00
22	2" Type D HMAc overlay, complete in place, the sum of:	S.Y.	120	\$ 43.00	\$ 5,160.00	\$ 46.00	\$ 5,520.00	\$ 17.00	\$ 2,040.00	\$ 50.00	\$ 6,000.00
23	8" Type A HMAc Black Base, complete in place, the sum of:	S.Y.	150	\$ 65.00	\$ 9,750.00	\$ 70.00	\$ 10,500.00	\$ 83.00	\$ 12,450.00	\$ 70.00	\$ 10,500.00
24	Cement Stabilized Sand, complete in place, the sum of:	C.Y.	90	\$ 135.00	\$ 12,150.00	\$ 29.00	\$ 2,610.00	\$ 103.00	\$ 9,270.00	\$ 100.00	\$ 9,000.00
25	Prime Coat, complete in place, the sum of:	GAL	52.5	\$ 2.50	\$ 131.25	\$ 3.25	\$ 170.63	\$ 4.00	\$ 210.00	\$ 3.00	\$ 157.50
Add Alternate Items:					\$ 47,441.25		\$ 28,250.63		\$ 30,720.00		\$ 36,457.50
Total Paving Bid:					\$ 198,513.75		\$ 238,490.00		\$ 270,818.00		\$ 278,380.00
Total Tree Protection Items:					\$ 13,700.00		\$ 25,500.00		\$ 11,100.00		\$ 14,500.00
Total Supplemental Items:					\$ 22,700.00		\$ 15,620.00		\$ 35,400.00		\$ 38,000.00
Add Alternate Items:					\$ 47,441.25		\$ 28,250.63		\$ 30,720.00		\$ 36,457.50
TOTAL BID AMOUNT:					\$ 282,355.00		\$ 307,860.63		\$ 348,038.00		\$ 367,337.50
Represents Error Corrected by Engineer											

## SECTION 2



**Asphalt Paving, Inc.**  
19155 Circle Lake Dr Pinehurst, TX 77362 Ph: 713-896-7373

### REFERENCES

**Harris County**  
1001 Preston St.  
Houston, TX 77001  
Julia Bond 713-274-1564  
Julia.Bond@eng.hctx.net

**Port of Houston Authority**  
111 East Loop North  
Houston, TX 77029  
Pedro Gonzales 713-670-2400  
pgonzales@poha.com  
Brock Lewis 713-670-2400  
blewis@poha.com

**City of Hedwig Village**  
955 Piney Point Road  
Houston, TX 77024  
Project Mgmt. 713-765-6009

**Claunch & Miller**  
4635 SW Freeway Ste. 1000  
Houston, TX 77027  
Terry Maher 713-622-9264  
Terry.maher@hdrinc.com

**City of Bunker Hill Village**  
11977 Memorial Dr.  
Houston, TX 77024  
Steve Smith 713-467-9762  
[ssmith@bunkerhill.net](mailto:ssmith@bunkerhill.net)

**Port Freeport**  
1100 Cherry St  
Freeport, TX 77541  
Cecil Booth 979-233-2667  
[booth@portfreeport.com](mailto:booth@portfreeport.com)

**Statewide Traffic Signals**  
1509 W. 34<sup>th</sup> St.  
Houston, TX 77018  
Frank Spanos 713-680-2875  
[fspanos@statewide-traffic.com](mailto:fspanos@statewide-traffic.com)

**City of Huntsville**  
448 SH 75 North  
Huntsville, TX 77320  
Billie Smith 936-291-5495  
[bsmith@huntsvilletx.gov](mailto:bsmith@huntsvilletx.gov)

**City of League City**  
500 W. Walker St.  
League City, TX 77573  
Candace Blalock 281-554-1077  
[Candace.Blalock@leaguecity.com](mailto:Candace.Blalock@leaguecity.com)

City of Pearland  
3519 Liberty Dr.  
Pearland, TX 77581  
Tim Ford 281-652-1747  
[TFord@pearlandtx.gov](mailto:TFord@pearlandtx.gov)

Additional references available upon request.

**AAA Asphalt Paving, Inc.  
Job History 2016-2018**

**AAA Project No.** 1412  
**Name:** 80 Acres of Stabilization  
**Contract Amount:** \$1,221,578.00  
**Start Date:** January 2016  
**Completion Date:** December 2017  
**Owner Reference Contact:** Ritchie Bros.  
**Name/Telephone/Address:** Tim Kander  
**A/E Reference Contact:** N/A  
**Name/Telephone/Address:** 1-778-331-5478

**AAA Project No.** 1000  
**Name:** Liberty Rd  
**Contract Amount:** \$1,178,340.00  
**Start Date:** November 2016  
**Completion Date:** March 2017  
**Owner Reference Contact:** Sadamichi 7  
**Name/Telephone/Address:** Samantha Schaub  
**A/E Reference Contact:** N/A  
**Name/Telephone/Address:** 713-817-4387

**AAA Project No.** 1226  
**Name:** Parking Lot  
**Contract Amount:** \$2,199,566.01  
**Start Date:** November 2016  
**Completion Date:** January 2017  
**Owner Reference Contact:** Mustang Caterpillar  
**Name/Telephone/Address:** Brad Gay  
**A/E Reference Contact:** N/A  
**Name/Telephone/Address:** 979-836-4477

**AAA Project No.** 1369  
**Name:** BNSF RR Repairs  
**Contract Amount:** \$448,885.00  
**Start Date:** February 2016  
**Completion Date:** January 2017  
**Owner Reference Contact:** LJA Engineering  
**Name/Telephone/Address:** Mike Mize  
**A/E Reference Contact:** N/A  
**Name/Telephone/Address:** 713-358-8801

**AAA Project No.** 1154  
**Name:** Parking Lot Repairs  
**Contract Amount:** \$1,665,313.27  
**Start Date:** June 2015



**AAA Asphalt Paving, Inc.  
Job History 2016-2018**

**Completion Date:** November 2016  
**Owner Reference Contact:** Schneider International  
**Name/Telephone/Address:** Peter Broussard  
**A/E Reference Contact:** N/A  
**Name/Telephone/Address:** 920-338-9720

**AAA Project No.** 1410  
**Name:** Concrete and Asphalt Reconstruction  
**Contract Amount:** \$420,897.00  
**Start Date:** October 2017  
**Completion Date:** November 2017  
**Owner Reference Contact:** HOA Point Aquarius  
**Name/Telephone/Address:** Ken Kubecka  
**A/E Reference Contact:** N/A  
**Name/Telephone/Address:** 936-890-8222

**AAA Project No.** 1047  
**Name:** Parking Lot  
**Contract Amount:** \$6,622,490.00  
**Start Date:** June 2013  
**Completion Date:** February 2015  
**Owner Reference Contact:** Polivka International  
**Name/Telephone/Address:**  
**A/E Reference Contact:** N/A  
**Name/Telephone/Address:** 330-369-4600

**AAA Project No.** 1386  
**Name:** Parking Lot Repairs  
**Contract Amount:** \$1,160,154.00  
**Start Date:** November 2009  
**Completion Date:** May 2017  
**Owner Reference Contact:** Drill Quip  
**Name/Telephone/Address:** Jack Hartung  
**A/E Reference Contact:** N/A  
**Name/Telephone/Address:** 713-939-7711

**AAA Project No.** 1265  
**Name:** North Parcel 19 Development  
**Start Date:** July 2015  
**Completion Date:** November 2016  
**Owner Reference Contact:** Port Freeport  
**Name/Telephone/Address:** Cecil Booth  
**A/E Reference Contact:** N/A

**AAA Asphalt Paving, Inc.  
Job History 2016-2018**

**Name/Telephone/Address:** 979-233-2667

**AAA Project No. :** 1210  
**Name:** Parcel 25, Drainage & Electrical Repair  
**Contract Amount:** \$5,310,978.86  
**Start Date:** October 2014  
**Completion Date:** August 2016  
**Owner Reference Contact:** Port Freeport  
**Name/Telephone/Address:** Cecil Booth  
**A/E Reference Contact:** n/a  
**Name/Telephone/Address:** 979-233-2667

**AAA Project No.** 1021  
**Name:** Dickinson Street Rehabilitation  
**Contract Amount:** \$411,000.00  
**Start Date:** March 2013  
**Completion Date:** Feb. 2014  
**Owner Reference Contact:** City of Dickinson  
**Name/Telephone/Address:** n/a  
**A/E Reference Contact:** IDS Engineering  
**Name/Telephone/Address:** Richard Fuller 713-462-3178  
13430 Northwest Freeway Houston, TX 77040

**AAA Project No. :** 1138  
**Name:** U of H – Parking Lot Repairs  
**Contract Amount:** \$206,005.00  
**Start Date:** May 2014  
**Completion Date:** August 2014  
**Owner Reference Contact:** U of H  
**Name/Telephone/Address:** 4800 Calhoun Rd.  
Houston, TX 77204  
**A/E Reference Contact:** n/a  
**Name/Telephone/Address:** n/a

**AAA Project No.** 1121  
**Name:** Hedwig Roadway Improvements  
**Contract Amount:** \$2,026,402.08  
**Start Date:** March 2014  
**Completion Date:** July 2015  
**Owner Reference Contact:** City of Piney Point  
c/o HDR Engineering

**AAA Asphalt Paving, Inc.  
Job History 2016-2018**

4635 Southwest Freeway  
Houston, TX 77027

**Name/Telephone/Address:** 713-622-9264

**A/E Reference Contact:** n/a

**Name/Telephone/Address:** n/a

**AAA Project No.** 1185

**Name:** Eastside Drainage Improvements

**Contract Amount:** \$2,063,404.48

**Start Date:** September 2014

**Completion Date:** October 2015

**Owner Reference Contact:** City of Bunker Hill

**Name/Telephone/Address:** Steve Smith 713-467-9762

11977 Memorial Dr.

Houston, TX 77024

**A/E Reference Contact:** n/a

**Name/Telephone/Address:** n/a

**AAA Project No. :** 1296

**Name:** Road Improvements Orange Street

**Contract Amount:** \$404,124.12

**Start Date:** January 2016

**Completion Date:** March 2016

**Owner Reference Contact:** City of Pearland

**Name/Telephone/Address:** Mike Leech 281-652-1914

3501 East Orange St. Pearland, TX 77581

**A/E Reference Contact:** n/a

**Name/Telephone/Address:** n/a

**AAA Project No.** 1251

**Name:** Road Improvement for Cloverleaf Ph. II

**Contract Amount:** \$3,393,609.33

**Start Date:** October 2015

**Completion Date:** June 2016

**Owner Reference Contact:** Harris County

**Name/Telephone/Address:** Julia Bond 281-309-4491

1310 Prairie St. Houston, TX 77002

**A/E Reference Contact:** n/a

**Name/Telephone/Address:** n/a

## SECTION 3

REFERENCE: **Sadamichi 7**  
PROJECT: **Liberty Rd**  
TELEPHONE NO.: **713-817-4387**  
CONTACT: **Samantha Schaub**

## QUESTIONS

1. How did AAA Asphalt Paving perform for you on previous projects? (On a scale of 1-10)  
“9 because there’s always room for improvement”
2. Were you satisfied with their performance?  
ANSWER: “absolutely”
3. How would you rate the quality of their work? (On a scale of 1-10)  
ANSWER: 10
4. How would you rate their ability to coordinate the work with neighboring property owners? (Scale of 1-10)  
ANSWER: “10 there were no issues.”
5. Did they have any problems with any jobs? If so, what was the nature of the problem?  
ANSWER: “No, issues with the job or neighbors”
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: “10, they coordinated well with the neighbors as well”
8. Would you like to have them perform a job for you again?  
ANSWER: “**absolutely**”

REFERENCE: HOA Point Aquarius  
PROJECT: Concrete and Asphalt Reconstruction -  
TELEPHONE NO.: 936-890-8222  
CONTACT: Ken Kubecka

## QUESTIONS

1. How did AAA Asphalt Paving perform for you on previous projects? (On a scale of 1-10)

9.5

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

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

ANSWER: "Yes, they spoke with neighbors if any cars were needing to be moved and coordinate with them as well"

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

ANSWER: "Minor things like the speed bumps, but they worked well on correcting the cosmetic issues"

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: "Yes"

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

ANSWER: Yes

REFERENCE: City of Dickinson  
PROJECT: Dickinson Street Rehabilitation  
TELEPHONE NO.: 832-590-7196  
CONTACT: Travis Sellers

### QUESTIONS

1. How did AAA Asphalt Paving perform for you on previous projects? (On a scale of 1-10)

“They were great workers, they worked very well with the residents”

2. Were you satisfied with their performance?

ANSWER: 10

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

ANSWER: 10

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

ANSWER: “They went over and above with the residents since it would be effecting their driveways and the residents talked greatly about their performance at meetings.”

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

ANSWER: “No issues”

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: 10

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

ANSWER: Yes

**Council Agenda Item Cover Memo**

**10/26/2020**

**Date of Meeting**

**To: Mayor and City Council**

**Agenda Item:**

**Discuss and take possible action on authorization of Construction Management, Materials Testing, and Construction Observation Phase Services on HDR's contract for the 2020 Paving Improvements Project.**

**SUMMARY/BACKGROUND (WHY):** Council previously approved a portion of HDR's proposal for Professional Engineering Services for the 2020 Paving Improvements Project to provide bid phase services. Council requested that HDR present the proposal for the same project for the Professional Engineering Services to provide Construction Management, Materials Testing, and Construction Observation Phase Services during construction of the 2020 Paving Improvements Project. The proposal is attached for reference – *for clarification, this is the same proposal (scope and fees) presented and approved by Council, HDR is only seeking approval of the construction management, materials testing, and construction observation phase services.*

**STAFF RECOMMENDATION:** \_\_\_\_\_

\_\_\_\_\_

---

---

**ESTIMATED COST:** \_\_\_\_\_

**FUNDING SOURCE:** \_\_\_\_\_

**CURRENT BUDGETED ITEM:** YES ☐ NO ☐

**EMERGENCY REQUEST:** YES ☐ NO ☒

---

---

**PREPARED BY:** Joe Moore

**ATTACHMENTS:** Yes





May 14, 2020

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 2020 Paving Improvements Project  
City of Piney Point Village

HDR Engineering, Inc. (HDR) is pleased to submit this proposal for the design, bid phase, construction management, and half-time construction phase services for the above referenced project. General overview, project understanding, scope of services, and a fee schedule are included herein.

### **GENERAL OVERVIEW**

This proposal provides a description of the engineering services required for the paving improvements for Arrowwood Circle, Arrowwood Circle East, Maggie Lane, Grecian Way, South Piney Point Road, and Memorial Drive in the City of Piney Point Village. The following is a general overview of each location included in the project and issues that are anticipated to be addressed as part of this project:

### **PROJECT UNDERSTANDING:**

#### **Arrowwood Circle, Arrowwood Circle East, Maggie Lane, and Grecian Way (approximately 2,100 LF)**

These streets were selected for this project using the 2018 Street Assessment Update, which identified Arrowwood Circle East and Grecian Way as a 2B and Arrowwood Circle and Maggie Lane as a 2C in the pavement conditions rating system.

The proposed paving improvements for Arrowwood Circle, Arrowwood Circle East, Maggie Lane, and Grecian Way will consist of asphalt paving reclamation. The improvements for these streets include in-place recycling and stabilization of the existing asphalt pavement base course, and installation of a new 2-inch Hot-Mix Asphalt Concrete (HMAC) overlay surface course.

As has been done in the past, the proposed asphalt pavement elevations will be set so that the finished surface is at approximately the same elevation as the existing pavement. This will be done so that existing drainage sheet flow patterns are left undisturbed.

HDR and Council have discussed alternative approaches to paving improvements on Maggie Lane and Grecian Way such as milling and removing the existing HMAC surface course and installation of a new 2-inch HMAC overlay surface course on the existing base materials or the installation of a new 2-inch HMAC overlay surface course on the existing HMAC overlay surface course. HDR will provide recommendations for various

options for paving improvements and proceed with the alternative as directed by City Council.

The City previously obtained survey of Arrowwood Circle, Arrowwood Circle East, and Maggie Lane in anticipation of this project and to identify options for potential improvements to the Arrowwood Circle “park”. The City also obtained survey of Grecian Way that is currently being used for the Beinhorn Drainage and Sidewalk Improvements Project. The survey data for all of these streets will be utilized for this project.

### **South Piney Point Road and Memorial Drive**

The City and HDR have identified multiple locations along South Piney Point Road and Memorial Drive from San Felipe to Greenbay where existing asphalt pavement is exhibiting alligator cracking and rutting. At the City’s request, HDR has identified approximately 565 SY of asphalt pavement recommended for full depth removal and replacement of the asphalt pavement base course and surface course.

The engineer’s opinion of probable construction costs for the above described project is \$449,650.00. This cost is based on the assumption that the asphalt pavement Arrowwood Circle, Maggie Lane, and Grecian Way will all be rehabilitated utilizing asphalt base reclamation. If Council chooses to improve the asphalt pavement along any of these streets by an alternative method of construction, the engineer’s opinion of probable construction costs will be revised accordingly.

Based on previous conversations with City Council, this project only includes paving improvements as described above. Design of any drainage improvements is not included in the scope of services.

### **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.
- Coordinate with the geotechnical engineer for a geotechnical investigation and report.

- Examine geotechnical information to determine potential soil conditions, ground water conditions, and potential impact on construction methodology and construction costs.
- 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

## **B. Special Services**

### **1. Geotechnical Services**

- Utilize a subconsultant geotechnical firm to perform the geotechnical investigation and provide recommendations
- Conduct eleven (11) asphalt cores to evaluate the existing pavement and subgrade conditions and provide a geotechnical investigation of the project area.
- Provide an engineering report describing soil stratigraphy, groundwater conditions, subgrade treatment and asphalt pavement design requirements.

### **2. Urban Forestry Services**

- HDR will obtain services from an urban forester to evaluate tree protection measures needed during the preliminary engineering, final design and construction phase.

### **3. Traffic Control Plan**

- Prepare traffic control plans and construction sequencing plan for the project area.

### **4. 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.

### **5. 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. Half-time site representation (construction observation) is not included as part of the Basic Services for Construction Management. Half-time 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 and one half (2.5) 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 PaveTexEngineering, LLC will be utilized as a subcontractor to HDR to perform the testing services.

**2. Half-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 and one half (2.5) 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:

<b><u>2020 Paving Improvements Project</u></b>	<b><u>Total Fees</u></b>
Design Phase (Lump Sum)	Already Approved \$ 26,450.00
Bid Phase (Lump Sum)	Already Approved \$ 5,600.00
Construction Management (Lump Sum)	REQUESTING APPROVAL \$ 13,400.00
Traffic Control (Lump Sum)	Already Approved \$ 1,560.00
Storm Water Pollution Protection Plan (Lump Sum)	Already Approved \$ 1,100.00
Geotechnical Services (Cost + 10%)	Already Approved \$ 8,700.00



~~Urban Forestry Services (Cost + 10%) \$ 5,400.00~~

Half-Time Site Observation (Not to Exceed) -Time & Materials	\$ 33,900.00 <b>REQUESTING APPROVAL</b>
---	--

*Construction Material Testing (Not to Exceed) -Time & Materials	\$ 9,000.00 <b>REQUESTING APPROVAL</b>
---	---

\*Reimburseables (Reproduction (Cost Plus 10%) or Mileage at IRS Rate) \$ 2,500.00

**2020 Paving Improvements Project \$107,610.00**

\*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	\$ 449,650.00
Engineering	\$ 50,610.00
Subconsultants	\$ 23,100.00
Observation Fees	\$ 33,900.00
<b>Total Project Cost</b>	<b>\$ 557,260.00</b>

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 two (2) 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 and one half (2.5) 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/Department Manager

Acceptance: City of Piney Point Village, Texas

By:   
Date: 5/29/20

**Council Agenda Item Cover Memo**

**10/26/2020**

**Date of Meeting**

**To: Mayor and City Council**

**Agenda Item:**

**Discuss and take possible action on the acceptance of the Texas General Land Office (TGLO) - Community Development Block Grant Mitigation Action Plan (CDBG-MIT) application.**

**SUMMARY/BACKGROUND (WHY):** CSRS (grant administrator) and HDR have prepared the application for the CDBG-MIT Grant to be submit to the TGLO on Wednesday, October 28<sup>th</sup>. The grant application is for the S. Piney Point/Blalock Project which would include the replacement of the 96-inch on S. Piney Point Road with a 9'x9' box culvert and the installation of box culvert on Blalock Road from Quail Hollow to Memorial Drive. The project would also consists of the installation of a sidewalk on the west side of Blalock from Quail Hollow to Memorial. The project includes cost sharing by the City of Piney Point Village with the TGLO. The TGLO grant funds include improvements on S. Piney Point and on Blalock from Brompton to Memorial and City funded portion from Quail Hollow to Brompton and the sidewalk on the west side of the road from Quail Hollow to Memorial. Attached is the application for review, discussion, and acceptance.

**STAFF RECOMMENDATION:** \_\_\_\_\_  
\_\_\_\_\_

---

---

**ESTIMATED COST:** N/A

**FUNDING SOURCE:** \_\_\_\_\_

**CURRENT BUDGETED ITEM:** YES ☐ NO ☐ **EMERGENCY REQUEST:** YES ☐ NO ☒

---

---

**PREPARED BY:** Joe Moore

**ATTACHMENTS:** Yes



# Piney Point Village

**City of Piney Point Village  
Draft Application to the Texas General Land Office  
CDBG-MIT Competitions  
October 22, 2020**

**Background and Introduction**

Following the federally declared disasters in 2015 and 2016 and Hurricane Harvey in 2017, the US Congress made available, through US Department of Housing and Urban Development (HUD), Community Development Block Grant Mitigation funding (CDBG-MIT) to disaster-affected communities to implement projects and plans that help the communities recover from these disasters and also reduce their risk from similar hazards in the future.

In turn, the State of Texas General Land Office (GLO) has made available, by competitive application, CDBG-MIT funds to local entities to implement risk mitigation and resilience projects. As a unit of local government in a disaster-affected community (Harris County), the City of Piney Point Village (Piney Point) is eligible to apply to these funding competitions. Piney Point will be applying to the competition to fund a drainage improvement and street infrastructure project to reduce flooding.

The following pages describe Piney Point's proposed project, its costs, its benefits, and the people and households that will benefit from it. This document serves as a draft application and to ensure transparency, public participation, and as a requirement of the program, the City of Piney Point Village is making this draft application available to the public to review and provide comments. The public comment period will run for 14 days, from October 9 through October 23, 2020. At the end of this comment period, the city will review and provide responses to all comments. The final application is to be submitted on or before October 28, 2020.

The draft grant application will be available for review at the following locations: City of Piney Point Village City Hall 7676 Woodway, Suite 300 Houston, TX 77063 and at [www.cityofpineypoint.com](http://www.cityofpineypoint.com).

**Public comments may be submitted in writing by email to: [citysec@pineypt.org](mailto:citysec@pineypt.org) or by mail to:**

City of Piney Point Village  
Attn: Karen Farris  
7676 Woodway, Suite 300  
Houston, TX 77063

### **Flood Risk In Piney Point**

The City of Piney Point Village has made substantial investments to improve the drainage infrastructure throughout the city. A complete list of recent drainage improvement projects and studies are shown on the following page. However, several areas have not yet been improved and still face substantial risk from intense rainfall events. One of these areas, along Blalock Road, is the proposed project area for the city's application for CDBG-MIT funding.

The proposed project, the South Piney Point/Blalock Road Drainage Improvements Project – Phase II, seeks to reduce flood risk along Blalock Rd and adjacent areas. This area has been subject to inundation from federally declared disasters and other major rainstorms. Evidence of this flooding can be seen in the photographs in Appendix I.

The current storm sewer is not large enough to manage the volumes of stormwater that fall in significant rain events. This causes stormwater to flow overland, damaging public infrastructure and private property, and causing hazardous roadway conditions. Stormwater models showing the inundation levels in the Blalock drainage area from significant rain events are included in Appendix II.

Under the federal guidelines for CDBG-MIT funding, recipients of the funding must use grant money to fulfill a national objective. The City of Piney Point Village will use the funding to address flood risk, under the national objective called "Urgent Need Mitigation ." This continuing threat of flooding to the area is Piney Point's urgent mitigation need. The analysis that demonstrates this need and calls for this type of project in this dainage area is documented in the city's master drainage study. The pages specific to this area and project are excerpted and provided in this draft application in Attachment III.

**City of Piney Point Village**  
Previously Completed Drainage Projects & Studies

<b>Drainage Improvements Projects</b>	<b>Completed</b>	<b>Construction Costs</b>
North Piney Point Road & Greenbay Paving & Drainage	Mar-2000	unknown
Soldiers Creek Relief Project	Aug-2007	\$ 11,500,000.00
Hermosa Court Drainage Improvements	Nov-2011	\$ 137,100.00
Smithdale and Claymore Roadway Improvements	Apr-2014	\$ 6,242,200.00
Batch #1 Paving & Drainage Improvements	Feb-2015	\$ 1,825,000.00
Memorial Drive Elementary	Aug-2015	\$ 297,000.00
Hedwig Roadway Improvements	Oct-2015	\$ 2,026,400.00
S. Piney Point/Blalock Road Drainage & Paving	Dec-2016	\$ 2,107,700.00
Lanecrest Drainage Improvements	Jun-2017	\$ 380,100.00
Smithdale Estates Bypass	Jul-2018	\$ 2,324,500.00
North Piney Point Road Paving & Drainage	Oct-2018	\$ 3,043,000.00
2019 Maintenance Project	May-2020	\$ 346,400.00
Surrey Oaks Paving & Drainage Improvements	Oct-2020	\$ 1,381,400.00
Beinhorn Drainage & Sidewalk Improvements	Oct-2020	\$ 1,010,000.00
Wilding Lane Drainage Improvements	Sep-2021	\$ 1,400,000.00
<b>Total Construction Costs:</b>		<b>\$ 34,020,800.00</b>

<b>Drainage Study</b>	<b>Completed</b>
S. Piney Point/Blalock Drainage Improvements - Phase I	2010
Master Drainage Study	2010
Soldiers Creek Impact Study	2010
S.Piney Point/Blalock Road Drainage Study	2016
Update to Master Drainage Study Drainage	2017

### **Project Description and Scope of Work**

The South Piney Point/Blalock Road Drainage Improvements Project – Phase II is located on the west side of the City of Piney Point Village along South Piney Point Road and Blalock Road. The City completed improvements in 2016 under Memorial Drive during Phase I of the City's drainage improvements program in anticipation of Phase II that are to be included in this grant application. There are two drainage segments included in the proposed Phase II improvements. The Blalock Road segment (north of Memorial Drive) and the South Piney Point Road segment (south of Memorial Drive). The Blalock Segment begins at the intersection of Blalock Road and Quail Hollow Lane (Greenbay Street) continuing south along Blalock Road connecting to the Phase I improvements that were installed under Memorial Drive. The South Piney Point Road segment begins just south of Carlton Park tying into the Phase I improvements continuing south where it outfalls into Buffalo Bayou.

The proposed storm sewer in the Blalock Road segment ranges in size from 9'x9' reinforced box culvert (RCB) to 24-inch reinforced concrete pipe (RCP) to replace dual 36-inch RCP along the east side of the road and an open ditch with driveway culverts on the west side of the road. Both of the existing systems are undersized and do not adequately convey runoff produced from a City of Houston 100-year storm event. Runoff repeatedly exceeds the drainage system resulting in sheet flow patterns causing flooding of multiple residences and accessory structures.

The proposed storm sewer in the South Piney Point Road segment ranges in size from 9'x9' reinforced box culvert (RCB) to 24-inch reinforced concrete pipe (RCP) to replace a 96-inch corrugated metal pipe (CMP) east of South Piney Point Road. The existing 96-inch CMP is undersized and portions of the CMP show signs of structural fatigue (creasing and partial collapse of the pipe segment) as reported in previous inspections of the pipe. The City has previously completed repairs on the pipe including a full replacement of approximately 80-linear feet of the pipe after it collapsed following the Memorial Day 2015 flooding event.

A flow control device is proposed at the downstream end of the proposed 9'x9' RCB near the outfall at Buffalo Bayou so that there is no adverse hydraulic impact to Buffalo Bayou. The flow control device cannot be removed until detention storage is obtained on Buffalo Bayou by the City in order to provide mitigation from the proposed improvements. Once mitigation is obtained, the flow control device could be removed, allowing the proposed drainage system to perform to its full capacity.

Due to limited right-of-way locations to install improvements of this size and potential roadway damage during construction, additional improvements included in the project are the removal and replacement of the asphalt pavement on Blalock Road from Quail Hollow Lane (Greenbay Street) to Memorial Drive, removal and replacement of the concrete sidewalk on the east side of Blalock Road from Quail Hollow Lane (Greenbay Street) to Memorial Drive, and installation of a sidewalk on the west side of Blalock Road from Quail Hollow Lane (Greenbay Street) to Memorial Drive.

The preliminary and final design stages will include traffic control and detour plans to maintain resident access to homes and Memorial Drive Presbyterian Church while meeting all Texas Manual on Uniform Traffic Control Devices (TxMUTCD) guidelines. The project will include removal of residential and side street driveways. Design and construction phasing plans will establish methods for the required removal and replacement of residential and adjacent street access throughout the construction of the project. Tree protection plans prepared by an urban forester will also be included in the project construction plans.



In summary, the proposed drainage improvements project will replace an undersized drainage system on both Blalock Road and South Piney Point Road and provide improvements on a drainage area that frequently experiences drainage issues in large rain events. The replacement of the existing deteriorated 96-inch CMP will improve the structural integrity of the compromised drainage system just east of South Piney Point Road. Additionally, the sidewalk improvements associated in this project will improve pedestrian mobility and safety.

The total Opinion of Probable Project Cost for the South Piney Point/Blalock Road Drainage Improvements Project – Phase II is \$12,075,375. Of this total, \$9,490,065.00 is budgeted to come from CDBG-MIT Funding and the balance will be matched by \$2,585,310 in city funds. A detailed project budget is included below on pages 12 and 13.

#### **Project Area Maps**

Maps detailing the project area and the project extent are enclosed on the following pages.

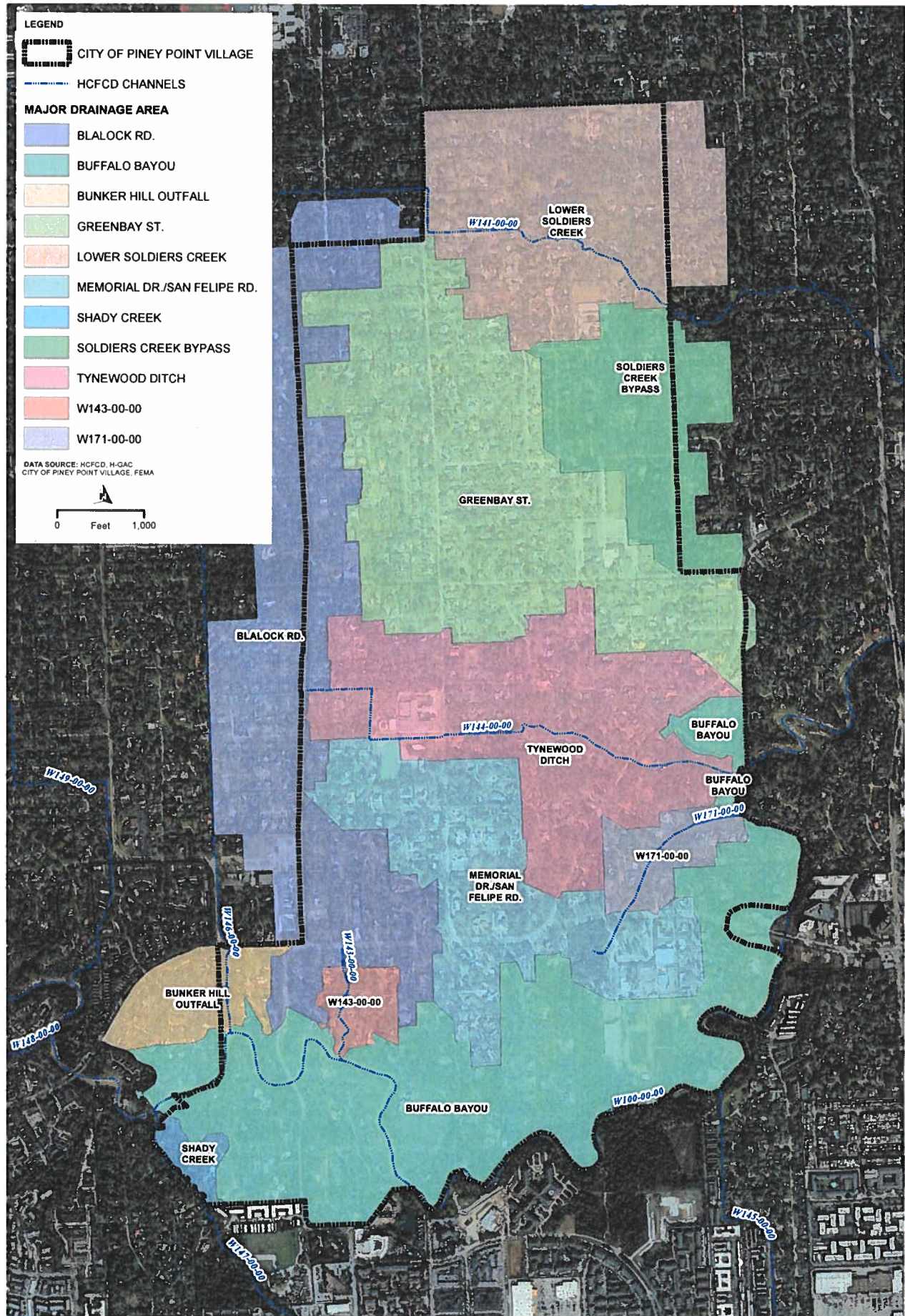
Map 1 – The city's drainage areas (Page 6)

Map 2 – Blalock drainage area – the primary drainage area where the project will be implemented and the modeled inundation area in a 100-year storm (Page 7)

Map 3 – Overall Project Location Area (Page 8)

Map 4 – Project area map with project details labeled (Page 9)

Map 5 – Census tracts and census block groups that will benefit from the project (Page 10)



CITY OF PINEY POINT VILLAGE, TEXAS

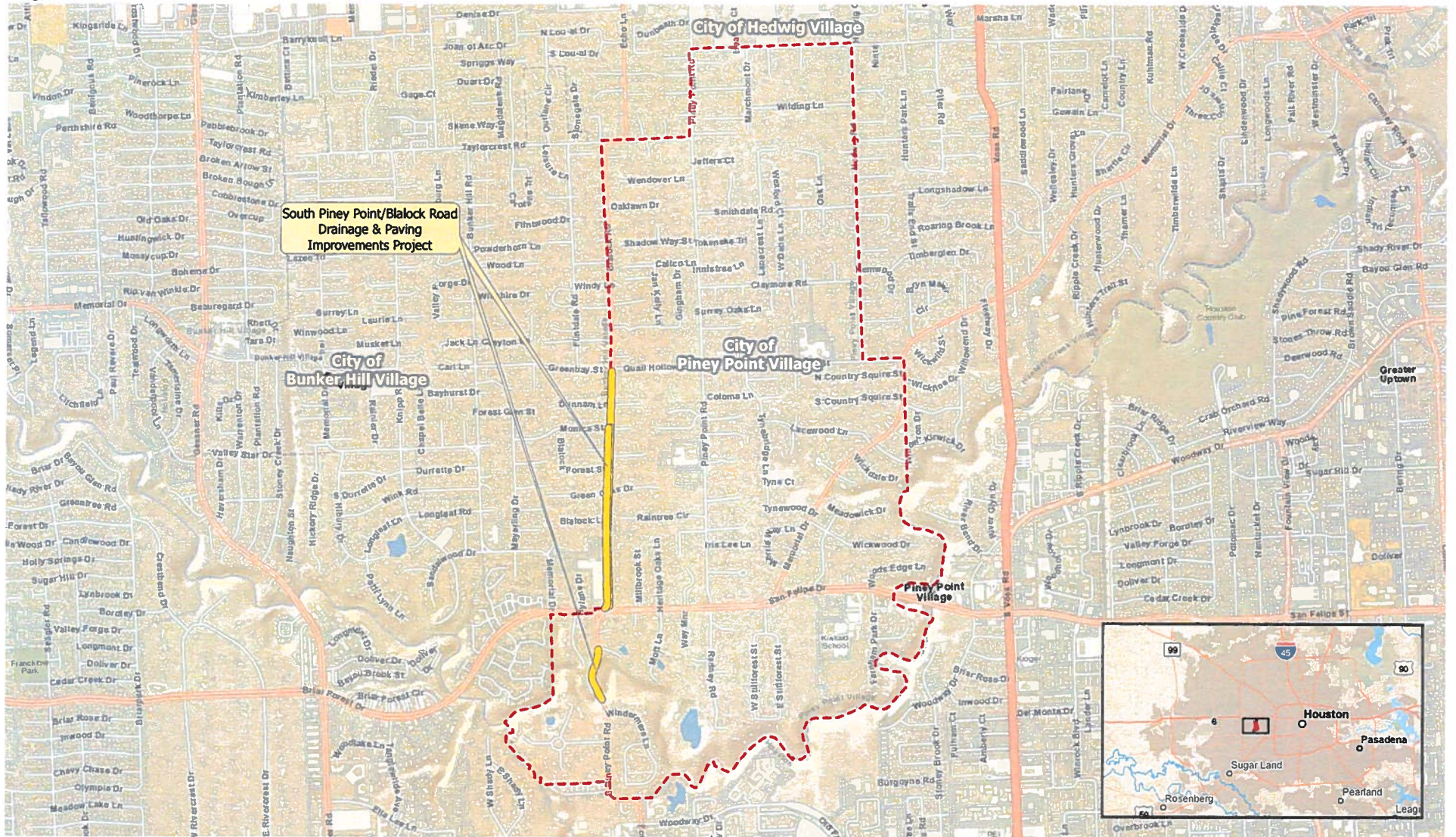
DRAINAGE AREA MAP

EXHIBIT 4

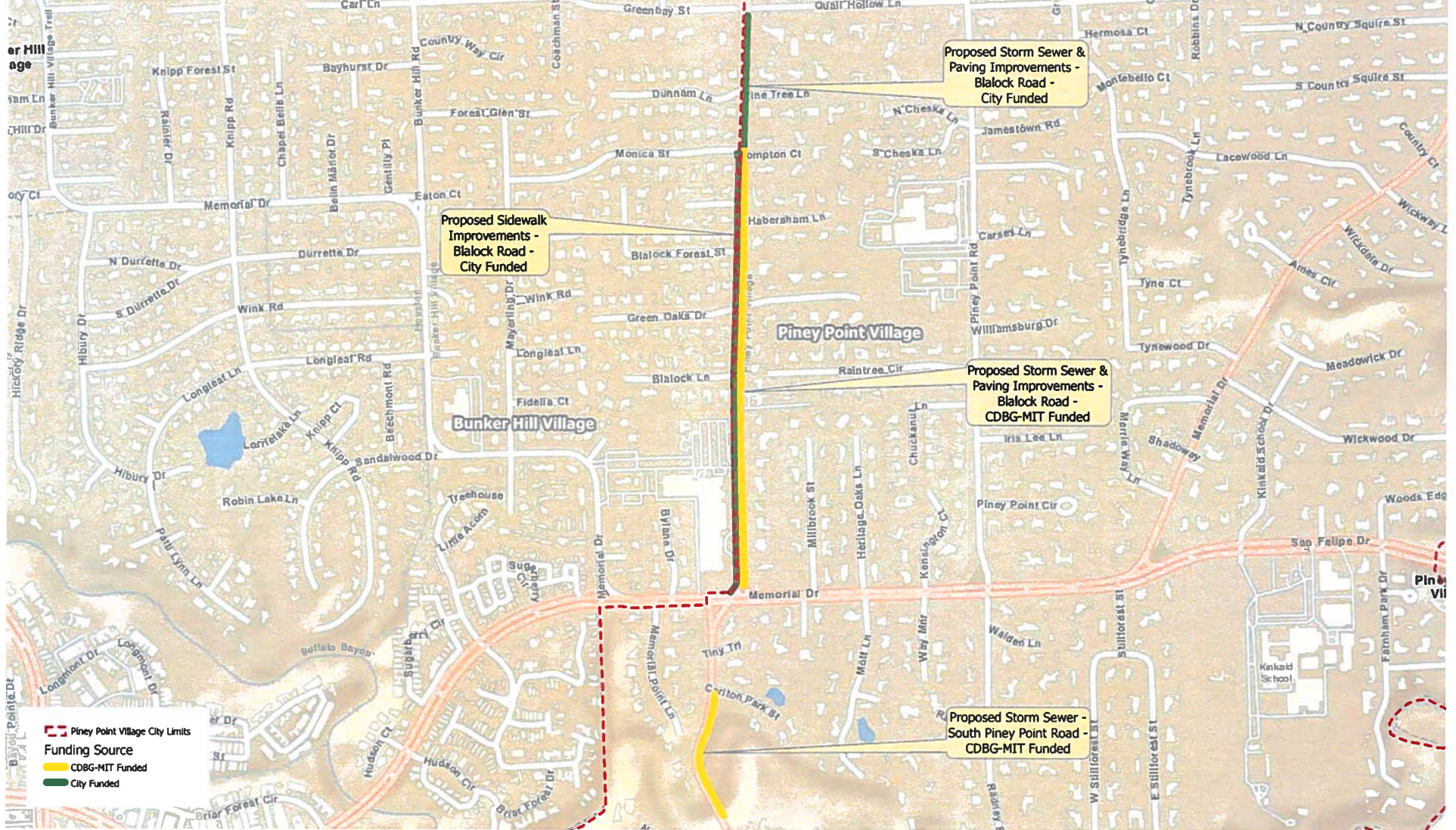






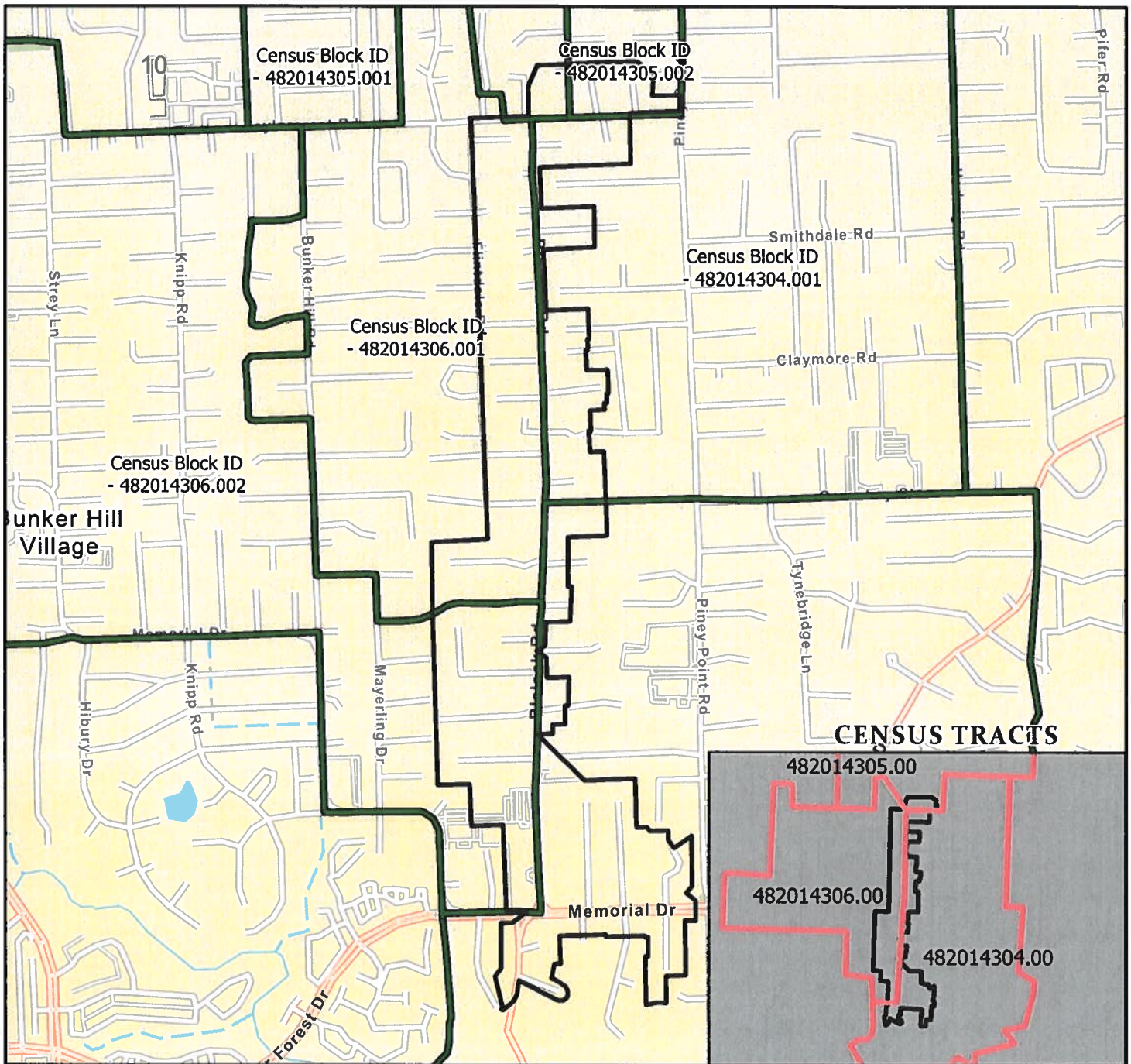








c:\Box\CSRS Projects\2020\GIS\Projects\PinePoint.aprx; Analyst: ; Date: 10/8/2020 1:44 PM

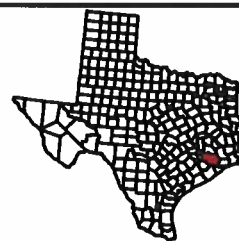


### Legend

-  Blalock Project Drainage Area
-  Census Block

### Blalock Drainage Area

### Project Benefit Area



Harris County, TX



0 0.13 0.25 0.5 Miles

# CSRS

**Project Budget**

Detailed budget for the entire project including the sources of funds for each element of the project

S. Piney Point/Blalock Drainage & Paving Improvements City of Piney Point Village Opinion of Probable Construction Costs					
S. Piney Point/Blalock Road Drainage Improvements - Single System					
CDBG-MIT FUNDED					
Drainage Improvements - South Piney Point Road (CDBG-MIT FUNDS)					
Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Remove Existing Storm Sewer	L.F.	675	\$100.00	\$ 67,500.00
2	Remove existing storm sewer inlets	EA.	4	\$550.00	\$ 2,200.00
3	9' x 9' Box Culvert	L.F.	675	\$950.00	\$ 641,250.00
4	24" HDPE Storm Sewer	L.F.	200	\$120.00	\$ 24,000.00
5	4' dia. Manway entry installed on storm sewer box	EA.	2	\$5,000.00	\$ 10,000.00
6	14' x 8' junction box manhole	EA.	3	\$30,000.00	\$ 90,000.00
7	Type E Inlet	EA.	4	\$4,000.00	\$ 16,000.00
8	Storm sewer outfall bank stabilization	LS	1	\$50,000.00	\$ 50,000.00
9	Restrictor	EA.	1	\$10,000.00	\$ 10,000.00
10	SWPP	LS	1	\$10,000.00	\$ 10,000.00
11	Trench Safety	LF	875	\$7.00	\$ 6,125.00
12	Traffic control	LS	1	\$5,000.00	\$ 5,000.00
11	Mobilization	LS	1	\$20,000.00	\$ 20,000.00
12	Tree Protection	LS	1	\$50,000.00	\$ 50,000.00
SUBTOTAL FOR SOUTH PINEY POINT RD DRAINAGE SYSTEM:					\$ 1,002,075.00
CONSTRUCTION CONTINGENCY (30%):					\$ 300,630.00
TOTAL FOR SOUTH PINEY POINT RD DRAINAGE SYSTEM:					\$ 1,302,705.00
Drainage Improvements - Blalock Road from Memorial Drive to Brompton Ct. (CDBG-MIT FUNDS)					
Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Remove Existing Storm Sewer	L.F.	4,745	\$25.00	\$ 118,625.00
2	12" PVC Storm Sewer	L.F.	650	\$50.00	\$ 32,500.00
3	9'x8' RCB Storm Sewer	L.F.	2,000	\$870.00	\$ 1,740,000.00
4	8'x8' RCB Storm Sewer	L.F.	1,270	\$850.00	\$ 1,079,500.00
5	24" RCP	L.F.	900	\$115.00	\$ 103,500.00
6	Junction Boxes	EA.	12	\$10,000.00	\$ 120,000.00
7	Type A Inlets	EA.	39	\$5,000.00	\$ 195,000.00
8	Conflict Box	EA.	4	\$20,000.00	\$ 80,000.00
9	Water Line Adjustment	EA.	3	\$4,500.00	\$ 13,500.00
10	Traffic Control, Mobilication, and SWPPP	LS	1	\$300,000.00	\$ 300,000.00
11	4" reinforced concrete sidewalk, complete in place, the sum of:	S.F.	21,700	\$10.00	\$ 217,000.00
12	Curb ramps, complete in place, the sum of:	EA.	10	\$2,000.00	\$ 20,000.00
13	Remove & Replace 6" Concrete Driveway	S.Y.	465	\$100.00	\$ 46,500.00
SUBTOTAL FOR BLALOCK ROAD DRAINAGE SYSTEM:					\$ 4,066,125.00
CONSTRUCTION CONTINGENCY (30%):					\$ 1,219,840.00
TOTAL FOR BLALOCK ROAD DRAINAGE SYSTEM:					\$ 5,285,965.00
Paving Improvements - Blalock Road Paving from Memorial to Brompton Ct. (CDBG-MIT FUNDS)					
Item	Item Description	Unit	Quantity	Unit Price	Cost
1	6" lime and fly ash stabilized subgrade	S.Y.	10,030	\$7.00	\$ 70,210.00
2	Lime for treating pavement subgrade	TON	114	\$245.00	\$ 27,930.00
3	Fly ash for treating pavement subgrade	TON	221	\$140.00	\$ 30,940.00
4	3" Type D HMA	S.Y.	8,685	\$22.00	\$ 191,070.00
5	8" Type A HMA black base	S.Y.	9,315	\$50.00	\$ 465,750.00
6	Prime Coat	GAL	3,045	\$5.00	\$ 15,225.00
SUBTOTAL FOR BLALOCK PAVING:					\$ 801,125.00
CONSTRUCTION CONTINGENCY (30%):					\$ 240,340.00
TOTAL FOR BLALOCK PAVING:					\$ 1,041,465.00
TOTAL CDBG-MIT FUNDED CONSTRUCTION ITEMS:					\$ 7,630,135.00
ENGINEERING FEES (BASIC, 15%):					\$ 1,144,520.00
SPECIAL ENGINEERING FEES - GEOTECHNICAL:					\$ 30,000.00
SPECIAL ENGINEERING FEES - CONSTRUCTION MATERIALS TESTING:					\$ 75,000.00
PROJECT ADMINISTRATION FEES (8%):					\$ 610,410.00
TOTAL OPINION OF PROBABLE PROJECT COST (CDBG-MIT FUNDED)					\$ 9,490,065.00

<b>CITY FUNDED</b>					
<b>Drainage Improvements - Blalock Road from Brompton Ct. to Quail Hollow (CITY FUNDS)</b>					
Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Remove Existing Storm Sewer	L.F.	1,200	\$25.00	\$ 30,000.00
2	12" PVC Storm Sewer	L.F.	200	\$50.00	\$ 10,000.00
3	8'x8' RCB Storm Sewer	L.F.	820	\$850.00	\$ 697,000.00
4	24" RCP	L.F.	400	\$115.00	\$ 46,000.00
5	Junction Boxes	EA.	3	\$10,000.00	\$ 30,000.00
6	Type A Inlets	EA.	10	\$5,000.00	\$ 50,000.00
7	Conflict Box	EA.	2	\$20,000.00	\$ 40,000.00
8	Water Line Adjustment	EA.	1	\$4,500.00	\$ 4,500.00
9	Traffic Control, Mobilization, and SWPPP	LS	1	\$300,000.00	\$ 300,000.00
10	Remove & Replace 6" Concrete Driveway	S.Y.	120	\$100.00	\$ 12,000.00
<b>SUBTOTAL FOR BLALOCK ROAD DRAINAGE SYSTEM:</b>					<b>\$ 1,219,500.00</b>
<b>CONSTRUCTION CONTINGENCY (30%):</b>					<b>\$ 365,850.00</b>
<b>TOTAL FOR BLALOCK ROAD DRAINAGE SYSTEM:</b>					<b>\$ 1,585,350.00</b>
<b>Paving Improvements - Blalock Road from Brompton Ct. to Quail Hollow (CITY FUNDS)</b>					
Item	Item Description	Unit	Quantity	Unit Price	Cost
1	6" lime and fly ash stabilized subgrade	S.Y.	2,500	\$7.00	\$ 17,500.00
2	Lime for treating pavement subgrade	TON	30	\$245.00	\$ 7,350.00
3	Fly ash for treating pavement subgrade	TON	60	\$140.00	\$ 8,400.00
4	3" Type D HMA	S.Y.	2,175	\$22.00	\$ 47,850.00
5	8" Type A HMA black base	S.Y.	2,330	\$50.00	\$ 116,500.00
6	Prime Coat	GAL	770	\$5.00	\$ 3,850.00
<b>SUBTOTAL FOR BLALOCK PAVING:</b>					<b>\$ 201,450.00</b>
<b>CONSTRUCTION CONTINGENCY (30%):</b>					<b>\$ 60,440.00</b>
<b>TOTAL FOR BLALOCK PAVING:</b>					<b>\$ 261,890.00</b>
<b>Sidewalk Improvements - Blalock Road Westside from Memorial to Quail Hollow (CITY FUNDS)</b>					
1	4" reinforced concrete sidewalk, complete in place, the sum of:	S.F.	27,300	\$10.00	\$ 273,000.00
2	Curb ramps, complete in place, the sum of:	EA.	15	\$2,000.00	\$ 30,000.00
<b>SUBTOTAL FOR SIDEWALK:</b>					<b>\$ 303,000.00</b>
<b>MISCELLANEOUS ITEMS (30%):</b>					<b>\$ 90,900.00</b>
<b>TOTAL FOR BLALOCK SIDEWALK:</b>					<b>\$ 393,900.00</b>
<b>TOTAL CITY FUNDED CONSTRUCTION ITEMS:</b>					<b>\$ 2,241,140.00</b>
<b>ENGINEERING FEES (BASIC, 15%):</b>					<b>\$ 336,170.00</b>
<b>SPECIAL ENGINEERING FEES - GEOTECHNICAL:</b>					<b>\$ 7,000.00</b>
<b>SPECIAL ENGINEERING FEES - CONSTRUCTION MATERIALS TESTING:</b>					<b>\$ 1,000.00</b>
<b>TOTAL OPINION OF PROBABLE PROJECT COST (CITY FUNDED)</b>					<b>\$ 2,585,310.00</b>
<b>SUMMARY</b>					
<b>TOTAL OPINION OF PROBABLE PROJECT COST (CDBG-MIT FUNDED)</b>					<b>\$ 9,490,065.00</b>
<b>TOTAL OPINION OF PROBABLE PROJECT COST (CITY FUNDED)</b>					<b>\$ 2,585,310.00</b>
<b>TOTAL OPINION OF PROBABLE PROJECT COST (ENTIRE PROJECT):</b>					<b>\$ 12,075,375.00</b>
<b>CDBG-MIT FUNDED PORTION OF ENTIRE PROJECT:</b>					<b>78.59%</b>
<b>CITY FUNDED PORTION OF ENTIRE PROJECT:</b>					<b>21.41%</b>

These estimates are presented for planning purposes only and are subject to change as the project progresses.

Paving Quantities are included for the full replacement of Blalock Road paving from Brompton to Memorial Drive based on the assumption that the proposed storm sewer system would be placed under the pavement.



### Project Benefits and Beneficiaries

The South Piney Point / Blalock Rd Drainage Improvement Project has demonstrable benefits for reducing flood risk. By increasing the capacity of the subsurface drainage infrastructure, the improvements will reduce the amount of overland flood that sheet flows across the surfaces of streets and damages infrastructure and property. Since Blalock road also serves as a boundary between Piney Point and the City of Bunker Hill Village, the flood risk reduction benefits of the project also extend to the City of Bunker Hill Village immediately to the west of Piney Point Village, making this a multi-jurisdictional project. In addition to the flood risk reduction benefits, the project will also replace the road surface along Blalock Rd and replace a drainage ditch with a sidewalk, adding a pedestrian amenity and eliminating a driving hazard.

The people and neighborhoods that will benefit directly from this project are those immediately surrounding the project area. The demographics from the 6 Census block groups shown on Map 5 that intersect with the project are included below.

Total Population	10,216	
Total Number of Households	3,535	
<b>Demographics</b>	<b>Total</b>	<b>Percentage</b>
Hispanic Populaiton	858	8.4%
White/Non-Hispanic	7,478	73.2%
Black African American Non-Hispanic	119	1.2%
American Indian/Alaska Native Non-Hispanic	11	0.1%
Asian Non-Hispanic Non-Hispanic	1,551	15.2%
Pacific Islander Non-Hispanic	8	0.1%
Other Non-Hispanic	27	0.3%
Male Population	5,063	49.6%
Female Population	5,233	51.2%
Unemployment Rate		3.2%
Average povery rate		5.1%
Median Age	49	
Median Income	\$ 200,001	



Piney Point Village

**City of Piney Point Village  
Grant Management Plan  
Blalock Road Drainage Improvement Project  
October 2020**

### **Project Background**

Since the devastating effects of Hurricane Harvey in 2017, the City of Piney Point Village (herein referred to as “the City”) has made substantial investments to improve the drainage infrastructure throughout its jurisdiction. However, several areas have not yet been improved and still face substantial risk from hurricanes and intense rainfall events. One of these areas, along Blalock Road, is the site of the project proposed to be supported by a Community Development Block Grant Mitigation (CDBG-MIT) grant, awarded through competitive application by the Texas General Land Office. The purpose of this document is to set forth a plan to manage the project and grant award within the guidelines and with adherence to all the federal regulations associated with the funding.

The proposed project, the Blalock Road Drainage Improvements Project, seeks to reduce flood risk along Blalock Rd and adjacent areas. Implementing this project would advance the improvements called for in the city’s master drainage study. This area has been subject to inundation from federally declared disasters and other major rainstorms. The current storm sewer is not large enough to manage the volumes of stormwater that falls in significant rain events. This causes stormwater to flow overland, damaging public infrastructure and private property, and causing hazardous roadway conditions. The city proposes to increase the capacity of the drainage system and improve roadway and pedestrian safety by enclosing a hazardous roadside drainage ditch and adding a sidewalk.

### **Project goals and objectives**

#### **Goal 1: Reduce flood risk in the Blalock Road Drainage Area**

Objective 1: secure project funding

Objective 2: increase city capacity to implement the project through procured professional services

Objective 3: properly and efficiently implement the project

#### **Goal 2: Improve safety & quality of life throughout the benefit area**

Objective 1: design the project to reduce hazardous roadway conditions

Objective 2: design the project to include pedestrian amenities

#### **Goal 3: Properly and transparently manage grant and city funds**

Objective 1: Procure grant management services to ensure grant compliance

Objective 2: Provide public reporting on the use of grant and city funds

### **Project timeline and milestones**

The following action steps and milestones are estimated based on the proposed project as it is currently conceived in terms of scope and budget. These steps and the time allotted to each step are subject to change. The timeline in the grant management plan will be updated based on the actual project schedule to be maintained by the project management team (see organizational chart) and Engineering service provider.

- Procurement of Grant Administration Service Provider
  - Completed 9/8/2020
  - Completed by City Administrator & City Council
- Procurement of Engineering Professional Services
  - Completed 9/8/2020
  - Completed by City Administrator & City Council
- Submit completed application for CDBG-MIT funds to TX General Land Office (GLO)
  - To be completed by October 28, 2020
  - Supported by Grant administration service provider and Engineering service provider
  - Completed by City Administrator
- Engineering Design:
  - Begin: Upon execution of grant agreement
  - Duration: 12 months
  - Completed by engineering service provider, reviewed and accepted by City Council
- Broad Environmental Review:
  - Begin: Within 1 month of grant agreement
  - Duration: 2 months
  - Completed by Grant administration service provider in coordination with Engineering service provider
- Construction Bid Advertisement:
  - Begin: 15 months from grant agreement
  - Duration: 1 month
  - Completed by City administrator with support from Engineering service provider and in coordination with Grant administration service provider
- Construction Contract Award:
  - Begin: 16 months from grant agreement
  - Duration: 1 month
  - End: June 1, 2022
- Project Construction:
  - Begin: 17 months from grant agreement
  - Duration: 12 months
  - Completed by Construction Contractor with construction administration and inspection completed by Engineering Service Provider
- Construction Activity Completion:
  - 29 months from grant agreement

- Submit As-Built:
  - 30 months from grant agreement
  - Completed by Engineering Service Provider
- Construction Contract Closeout:
  - 30 months from grant agreement
  - Completed by City Administrator with support from Engineering Service Provider
- Grant closeout
  - 32 months from grant agreement
  - Completed by City Administrator with support from Grant Administration Service provider

### **Project management & Grant management**

Overall project tracking and project management will be provided by the Grant administration service provider on behalf of the City of Piney Point Village in relation to all the CDBG-MIT grant requirements. The Grant administration service provider will support the City, as the sub-recipient, with draw coordination. The Grant administration service provider will also support the City in its development of procurement policies and procedures that comply with 2 CFR 200 and will support the city with progress reporting. While the City, as the sub-recipient, is ultimately responsible for the financial management of the grant, the Grant administration service provider will support the City in developing processes to handle draw processing, procurement eligibility, and contract maintenance with tools such as checklists, regularly reporting, internal reviews. The City will, at least annually, and more often as needed, conduct an assessment to determine what if any staff or partner personnel changes or duty transfers are needed to successfully implement the project and manage the grant.

### **Key stakeholder and duties**

#### Contact

Roger Nelson, City Administrator  
 City of Piney Point Village  
 Phone: 713-230-8703  
 Email: [cityadmin@pineypt.org](mailto:cityadmin@pineypt.org)

#### Authorized Signatory

Mark Kobelan, Mayor  
 City of Piney Point Village  
 Phone: 713-782-0271  
 Email: [mark@ppvcouncil.org](mailto:mark@ppvcouncil.org)

#### Financial Management Lead

Roger Nelson  
 (same contact info as above)

Financial Management Alternate

Karen Farris, City Secretary  
 City of Piney Point Village  
 Phone: 713-230-8702  
 Email: [citysec@pineypt.org](mailto:citysec@pineypt.org)

Procurement Lead

Roger Nelson  
 (Same contact info as above)

Procurement Alternate

Karen Farris  
 (Same contact info as above)

Project ManagementLead

Mark Goodson, Project Manager  
 CSRS  
 Phone: 225-831-2211  
 Email: [mark.goodson@csrsinc.com](mailto:mark.goodson@csrsinc.com)

Alternate

David Lessinger, CDBG-MIT Advisor  
 CSRS  
 Phone: 504-539-3670  
 Email: [david.lessinger@csrsinc.com](mailto:david.lessinger@csrsinc.com)

Grant Administrator

Mark Goodson  
 (same contact info as above)

Environmental

Mark Goodson  
 (Same contact info as above)

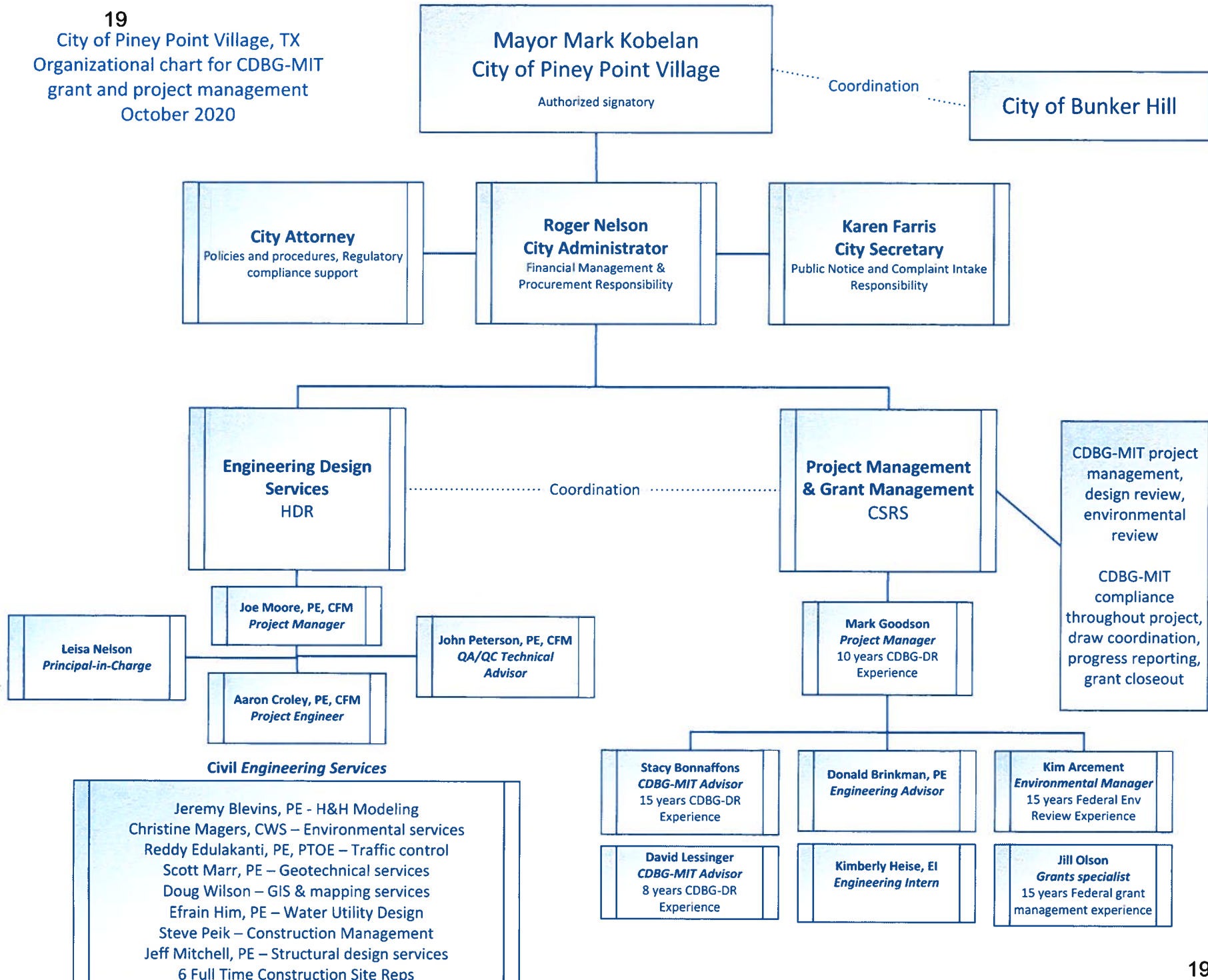
Engineering

Joseph Moore, PE, CFM  
 HDR  
 Phone: 713-622-9264  
 Email: [joseph.moore@hdrinc.com](mailto:joseph.moore@hdrinc.com)

**Organizational Chart**

See the CDBG-MIT project and grant management organizational chart on the following page.

City of Piney Point Village, TX  
Organizational chart for CDBG-MIT  
grant and project management  
October 2020







*Piney Point Village*

**City of Piney Point Village**

**Fair Housing Assessment  
CDBG-MIT Application to the  
Texas General Land Office**

**October 2020**

### **Tier I: City Demographic Profile**

Located in the Houston metropolitan area, the City of Piney Point Village (herein referred to as “Piney Point”) is a small, independent municipality, west of downtown Houston. The city is bounded by Buffalo Bayou to the south and other small municipalities on either side. Piney Point enjoys proximity to the amenities of metropolitan Houston and greenery throughout the city in the form of a mature tree canopy.

Piney Point has a population of approximately 3,400 individuals and a median age of 52 years, above the US median of 38 years of age. Piney Point is a relatively affluent community with a median household income of \$250,000, compared to the US average of approximately \$68,000, and a poverty rate below 5% compared to the US poverty rate which is above 10%. Nearly 85% of the city's population hold a bachelor's degree or higher and 5% of the population are veterans. Approximately 84.5% of the population identifies as White alone, while 12.3% identifies as Asian alone, about 2% as Two or more races, and less than 1% as Black or African American alone, American Indian and Alaska Native alone, or Some other race alone. About 5% of the population have a disability.<sup>1</sup>

### **Tier II: Community Features**

Piney Point has several positive features and facilities including a public elementary school and several private schools that draw students from around the metropolitan area. Although there is no retail or commercial property within the city boundary, there is convenient access to groceries, pharmacies, and other desirable commercial uses. Being centrally located within the Houston metro area, there is also convenient access to major public institutions, health clinics and hospitals, critical services and cultural resources. Metro, the Houston public transit system, runs a bus line through the city along Memorial Drive, providing a transit connection between Piney Point and the greater service area. There are no significant negative features such as hazardous sites, undesirable land uses, or unsightly industrial facilities. The primary threat to the community is the flood risk described in this application.

### **Tier III: Trends/Other Plans or Projects**

Piney Point is a very stable community. There is very little growth or change projected in the near term. The primary public investments are those that have been made to the public infrastructure, principally the drainage system, to reduce flood risk and improve quality of life.

### **Affirmatively Advancing Fair Housing**

Since Piney Point is composed exclusively of single-family homes with relatively high median values, and because the city's developable land is built out, there is very little opportunity to create new housing opportunities or advancing policies that would meaningfully change the housing market in ways that benefit low and moderate-income households. However, the city is eager to collaborate with GLO on creative ways to advance fair housing despite these challenges. The city is open to exploring activities such as publishing the contact information for reporting a Fair Housing Complaint or supporting neighboring communities in their fair housing activities.

<sup>1</sup> Data source: 2018 American Community Survey 5-Year Estimates.

## **Appendix I – Evidence of Recent Flooding**



Recent flooding documented along  
Blalock and Pinetree Roads





Recent flooding documented along  
Blalock and Pinetree Roads

**Appendix II – Stormwater models**

The following maps show projected inundation levels in the Blalock drainage area during the 100-year, 10-year, and 2-year design storms.



**LEGEND**

CITY OF PINEY POINT VILLAGE

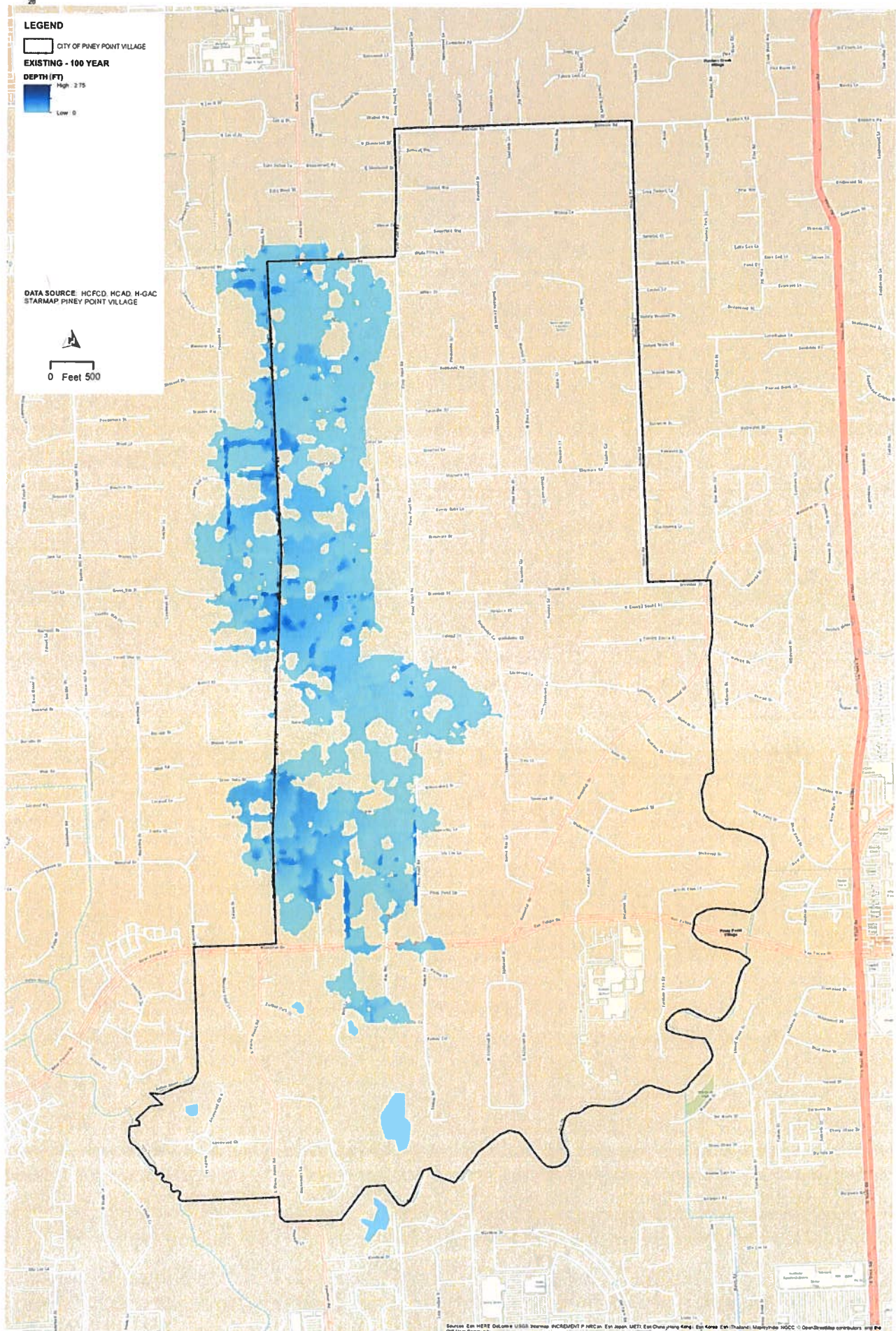
**EXISTING - 100 YEAR****DEPTH (FT)**

High: 2.75

Low: 0

DATA SOURCE: HCFC, HCAD, H-GAC  
STARMAP PINEY POINT VILLAGE

0 Feet 500



Source: Esri HERE DeLorme USGS Imagery, INCREMENT P, INC. Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), Mapbox, Swisstopo, © OpenStreetMap contributors, and the  
 IGN France



**CITY OF PINEY POINT VILLAGE, TEXAS**  
**EXISTING CONDITIONS - 100-YEAR INUNDATION DEPTH GRID**  
**EXHIBIT 13**



**LEGEND**

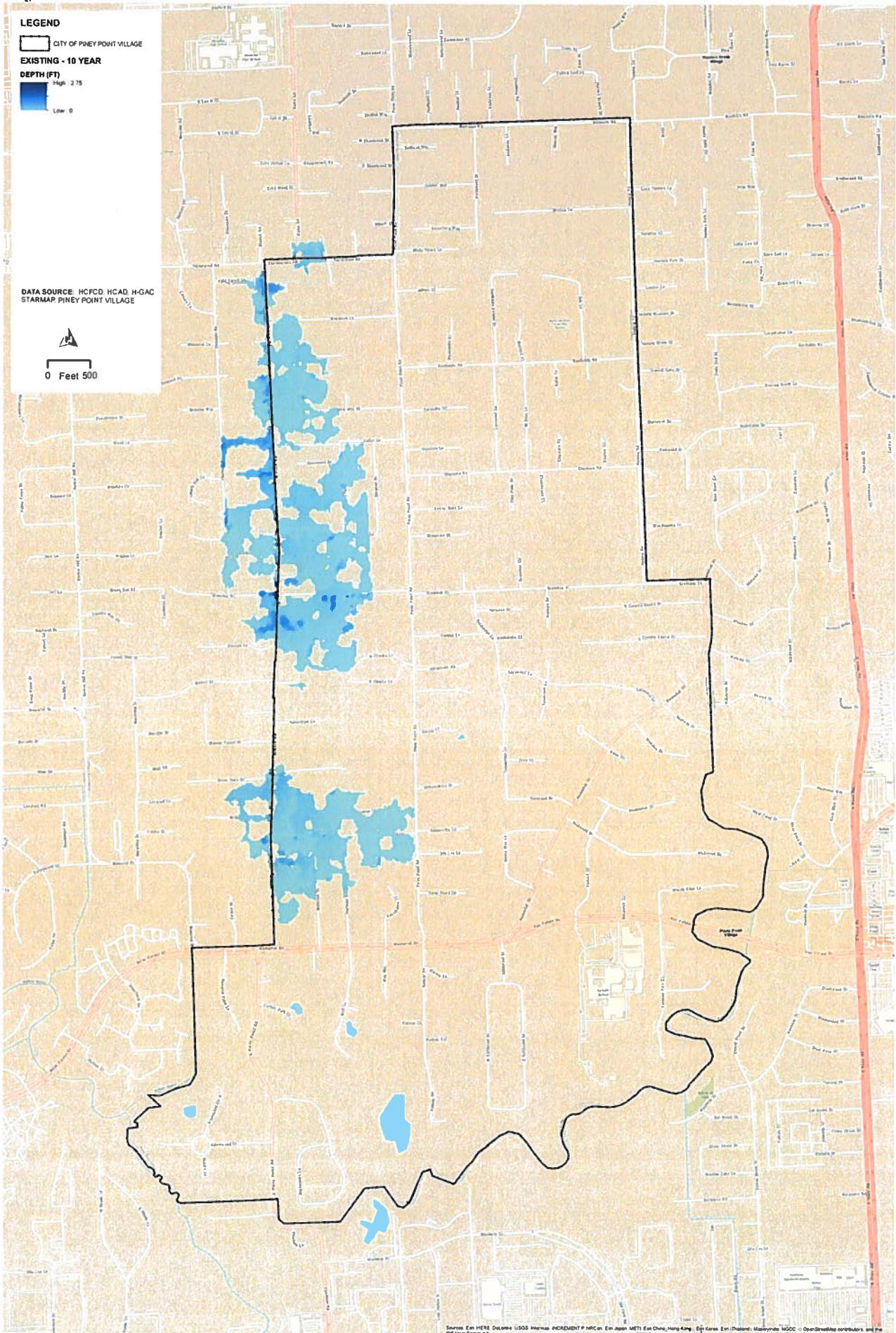
CITY OF PINEY POINT VILLAGE

EXISTING - 10 YEAR

DEPTH (FT)

High: 2.75

Low: 0

DATA SOURCE: HCFCD, HCAD, H-GAC  
STARMAP PINEY POINT VILLAGE

Source: Esri HERE DeLorme USGS Imagery, HERE, DeLorme, Mapbox, Aerial, Bing, Microsoft, Swatch, NOAA, OpenStreetMap contributors, and the GIS User Community



**CITY OF PINEY POINT VILLAGE, TEXAS**  
**EXISTING CONDITIONS - 10-YEAR INUNDATION DEPTH GRID**  
**EXHIBIT 14**



**LEGEND**

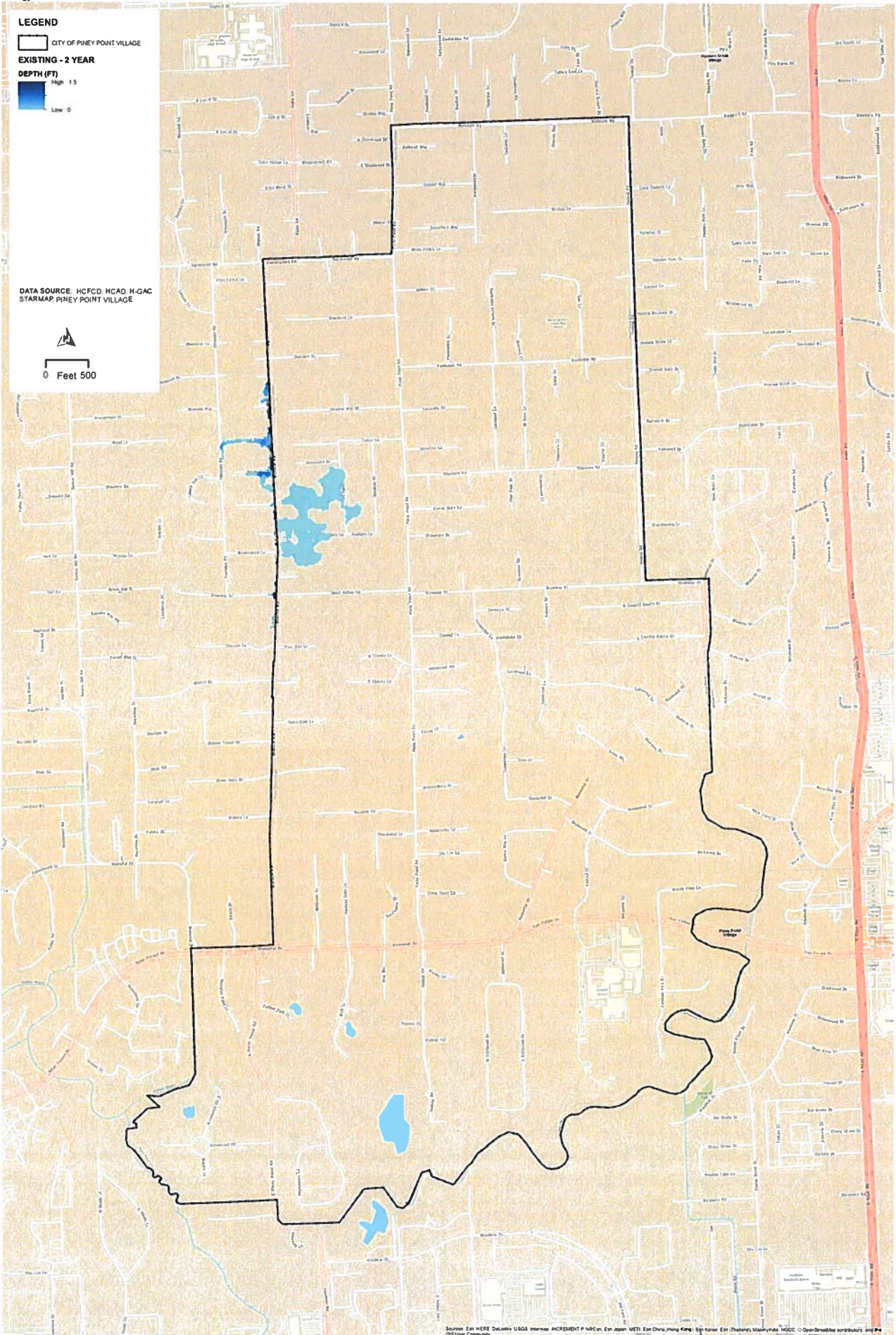
 CITY OF PINEY POINT VILLAGE

**EXISTING - 2 YEAR**

**DEPTH (FT)**  
  
 High 1.5  
 Low 0

DATA SOURCE: HCFCD, HCAD, H-GAC  
 STARMAP PINEY POINT VILLAGE

  
 0 Feet 500



Source: Esri HERE DeLorme USGS Intermap INCREMENT P, Inc. Esri Japan METI Esri China (Hong Kong) Esri Korea Esri (India) MapInfo © OpenStreetMap contributors, Imagery © Esri User Community



**CITY OF PINEY POINT VILLAGE, TEXAS**  
**EXISTING CONDITIONS - 2-YEAR INUNDATION DEPTH GRID**  
**EXHIBIT 15**

**Appendix III – Master Drainage Study – excerpted pages for Blalock Drainage Area**

The following pages are excerpted from the City of Piney Point Village's Master Drainage Study and demonstrate the need for drainage improvements in the Blalock Road Drainage area.



**Table 4 - Required Mitigation for Category II Areas**

System	Drainage Area (acres)	Existing BDF	BDF x A	Proposed BDF	BDF x A	Storage Rate	Localized Required Detention (ac-ft)
Beinhorn	22.196	4.5	99.882	10.5	233.058	0.26	5.8
Chuckanut	7.701	1.5	11.5515	10.5	80.8605	0.39	3.0
Country Squire	30.68	9	276.12	12	368.16	0.12	3.7
Memorial Drive (W144-00-00)	10.426	9	93.834	12	125.112	0.12	1.3
Memorial Drive (Smithdale)	3.737	9	33.633	12	44.844	0.12	0.4
Robbins, Tynebrook, Lacewood	29.62	5	148.1	10.5	311.01	0.19	5.6
Shadow	18.26	9	164.34	10.5	191.73	0.12	2.2
Tokeneke	6.67	4.5	30.015	10.5	70.035	0.26	1.7
Total Required Detention	129					0.18	23.7

As shown in Table 4, approximately 24 acre-feet of detention storage is necessary to offset impacts associated with the proposed improvements to the storm sewer systems within the Category II areas.

## 9 Analysis of Category III Areas

Category III identifies streets and areas within the City where drainage patterns and conditions are relatively complex and where detailed modeling analyses are necessary. The following paragraphs provide a summary of the detailed modeling for areas identified as Category III areas.

### 9.1 HCFCD Unit W146-00-00

The City of Bunker Hill Village provided a model of W146-00-000 in 2017 upon the request of the City of Piney Point Village. Unit W146-00-000 outfalls through a 7'x7' box culvert in the City of Piney Point Village at Memorial Drive just west of Memorial Point. Results from the model output at that 7'x7' RCB culvert are shown below in Table 5.

**Table 5 - HCFCD Unit W146-00-00 Model Results**

Storm Event	Flow (cfs)	WSEL (feet)
10-Yr	392	62.21
100-Yr	582	62.91
250-Yr	653	63.16

Reports of water rapidly moving through the creek portion of W146-00-000 in the City limits appear to be confirmed by model results as velocities from the flows above range from 8 to 13 feet per second.

### 9.2 Blalock Rd.

Drainage areas draining to Blalock Road were identified based on the topography and existing drainage infrastructure within the subject area. A portion of the area draining to Blalock Road is diverted via an existing 60-inch RCP just a short distance south of Habersham Road. That 60-inch RCP drains eastward to Piney Point Road and thence to HCFCD Unit W144-00-00 (Tynewood Ditch). During a storm event greater than a 2-year event, stormwater runoff exceeds the capacity of the storm sewer along Blalock Road and diverts eastward through an existing 36" RCP, thence through dual 30" RCPs, thence through an open channel, thence through a single 48" RCP, thence through the 6'x4' RCB system on N. Piney Point Road, then into the 7'x6' RCB system on Carsey

Lane and ultimately to HCFCD Unit W144-00-00. The following paragraphs describe the methodology used to analyze the Blalock Road system. In the 2010 Master Drainage Study, the Blalock Road/South Piney Point system was identified as a system that needed significant improvements in order to convey the design discharge to Buffalo Bayou.

### 9.2.1 Hydrologic Calculations

This section documents the hydrologic calculations of the study area which have resulted in 100-year, 10-year and 2-year runoff time series. The study area was sub-divided into multiple sub-drainage areas, then the 100-year peak runoff was calculated for each catchment using the rational method. The drainage areas were delineated based on the topography of areas draining toward Blalock Road. The drainage areas were compared with previous drainage area delineations completed by HDR, and no major changes were made. The catchments were then modeled in HEC-HMS to obtain runoff hydrographs, using the Clark Unit Hydrograph Method. The HEC-HMS hydrograph model was calibrated to reach the peak 100-year runoff from the rational method, by iterating the storage coefficient. Once the HEC-HMS model was calibrated, runoff hydrographs were computed for 100-year, 10-year and 2-year rainfall events.

### 9.2.2 Detailed Hydraulic Modeling

The Environmental Protection Agency (EPA) has released the Storm Water Management System (SWMM) which is the 1-D analytical model for links and nodes. XP Solutions Inc. (XP) has released XPSWMM which is created by coupling the EPA SWMM with a 2-D engine that solves for overland flows.

XPSWMM Version 2016.1 was used to model the City's storm drainage system within the study area. All major storm sewers, ditches, channels, etc. were included in the model. Light Detection and Ranging (LIDAR) data from Harris County was used to model the topography of the study area. The hydrographs calculated by HEC-HMS were inserted in XPSWMM as user-inflow.

### 9.2.3 Existing Conditions

The existing conditions model was created by merging models previously created by HDR. Those models were completed as part of an analysis of Millbrook Rd., South Piney Point Road, and Blalock Road north. This existing conditions model includes Blalock Road from Taylorcrest southward to Buffalo Bayou, and then the storm sewer diversion to Unit W144-00-00 east of Piney Point Road. The model also includes the existing roadside ditch on the west side of Blalock Road and cross-drainage culverts which convey eastward across Blalock Road from that roadside ditch to the Blalock Road storm sewer system based on construction drawings provided by the City of Bunker Hill Village. Those cross-drainage culverts include a 36-inch RCP just north of Memorial Drive, a 30-inch RCP at Dunham Lane, and an 8'x3' box culvert between Dunham Lane and Mockingbird Street.

Based on the results of that model, several areas were identified as areas in need of improvement. **Exhibits 13-15** provide an inundation depth grid from the existing conditions XP-SWMM model of the Blalock Road system.

#### 9.2.4 Proposed Improvements to Blalock Rd. System

The following paragraphs provide a description of the proposed modifications to the Blalock Road system on the east side of the road. **Exhibit 16** provides a preliminary layout of the proposed improvements within the subject area. The proposed storm sewers convey the 2-year storm event, without significant ponding within the street right-of-way.

##### Outfall to Carlton Park Ct.

From the model outfall to the southern edge of the intersection of South Piney Point Rd and Carlton Park Court, the outfall currently consists of a single 96" RCP which appears inadequate and is failing. The proposed modifications includes adding an additional 96" RCP parallel to the existing pipe or combining the dual 96" pipe outfall into a single 12'x10' RCB culvert outfall or installing dual 8'x7' RCB culverts.

##### Memorial Dr. to Taylorcrest St.

On the eastern side of Blalock Rd., the existing system has a series of storm sewers (including parallel reaches) that carry flow to the south. The proposed modifications include upsizing and re-grading the existing system to a 6' x 4' RCB from the northern edge of the intersection of Blalock Road and Memorial Drive to the northern edge of the intersection of Blalock Road and Blalock Circle. For the remaining reach of Blalock Road, from the northern edge of the intersection with Blalock Circle to the southern edge of the intersection with Taylorcrest Road, the proposed modifications include upsizing and re-grading the existing system with 42-inch to 48-inch RCPs. Drainage infrastructure on the west side of Blalock Road is proposed to remain in place.

##### Laterals from Private Streets

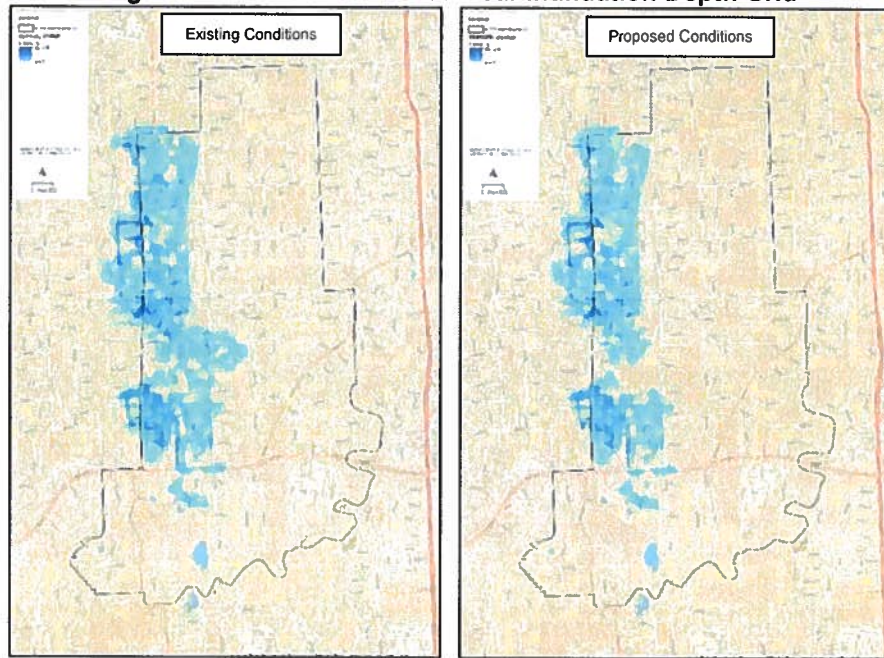
Several private streets on the eastern side of Blalock Rd. have lateral storm sewers that convey flow to the Blalock Road mainline. Because the proposed modifications on the Blalock Road mainline include re-grading, these private storm sewer laterals will also require re-gradation. In particular, there is an 8" PVC pipe on Shady Grove Ln. that appears inadequate for the 2-year runoff and is recommended for upsizing and re-gradation. Other lateral systems are recommended for re-grading to maintain positive slope since the pipe sizes does not appear to be problematic. Cost-sharing and/or reimbursement agreements with private owners may be needed as the City is not responsible for the maintenance of private streets.

#### 9.2.5 Blalock Rd. Proposed Conditions Results

An inundation depth grid was developed for the existing and proposed conditions to determine the reduction of flooding for various storm events within the Blalock Road corridor and adjacent areas. It is important to note that the 2D model domain follows a north-south boundary generally along Gingham Road a short distance west of Piney Point Road. Because of this, the flooding extents will likely extend past this boundary, but the model does not capture this phenomenon due to the extents of the 2D model boundary.

**Figure 10** below provides a comparison of the 100-year inundation depth grids for the existing and proposed conditions. As shown, the inundation depths are reduced throughout the project area; however, significant ponding throughout the corridor and significant overland flow to the east of Blalock Road is expected. **Exhibits 17-19** provide an inundation depth grid from the proposed conditions XP-SWMM model of the Blalock Road system.

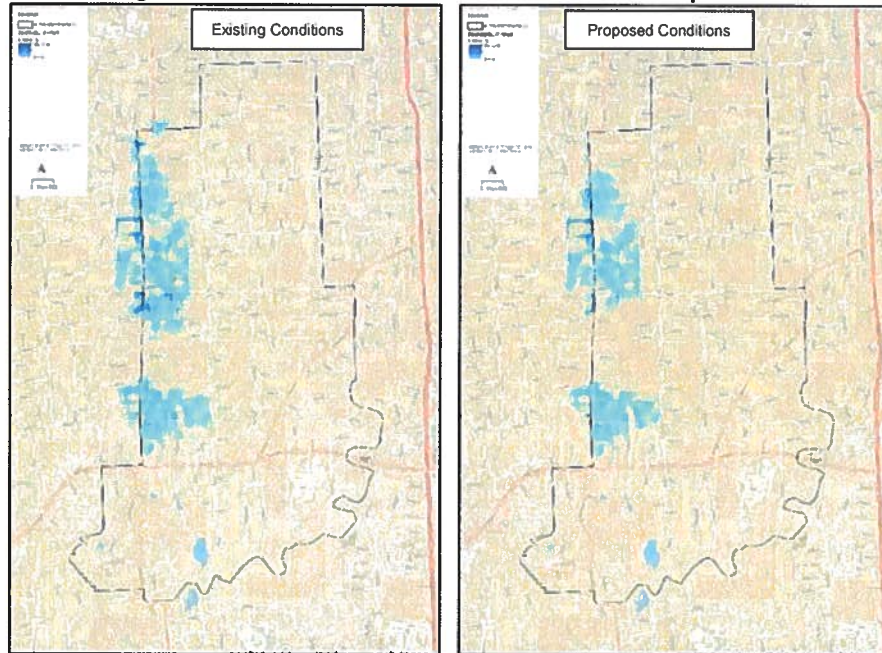
**Figure 10 - Blalock Road 100-Year Inundation Depth Grid**



**Figure 11** below provides the inundation depth grid for the 10-year storm event for the existing and proposed conditions. As shown, significant ponding along the corridor is expected, and overland flow to the east of Blalock Road is also expected. As shown, the proposed improvements cause significant reductions in flooding depths along the roadway corridor and adjacent areas.

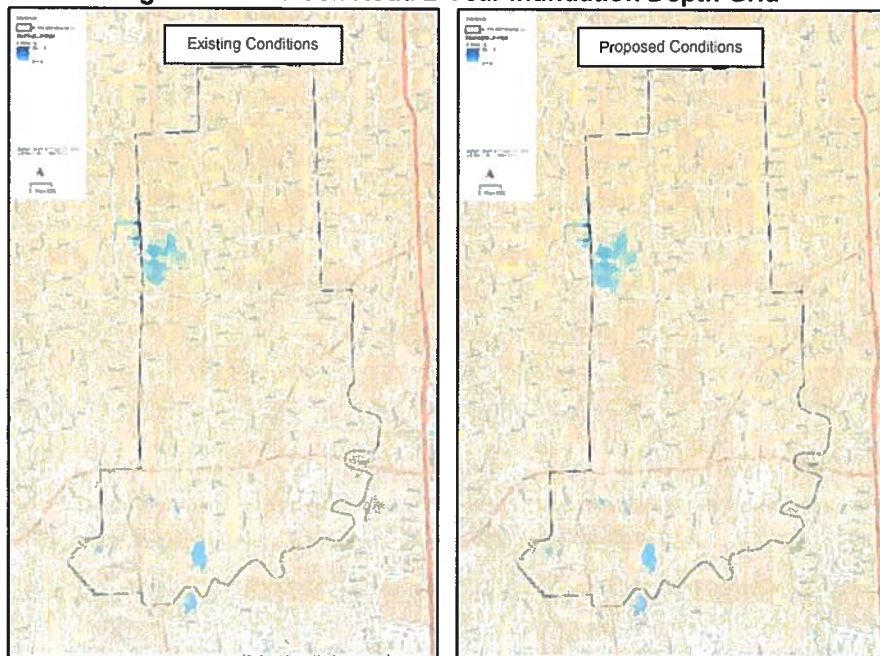


**Figure 11 - Blalock Road 10-Year Inundation Depth Grid**



**Figure 12** below provides a comparison of the existing and proposed inundation depth grids for the 2-year storm event. As shown, minimal street ponding and overland flow is expected during a 2-year storm event in the existing conditions, and the storm sewer is designed to convey the 25-year and 100-year storm events. The results of the proposed conditions model indicate that street ponding is reduced slightly during a 2-year storm event along the Blalock Road corridor.

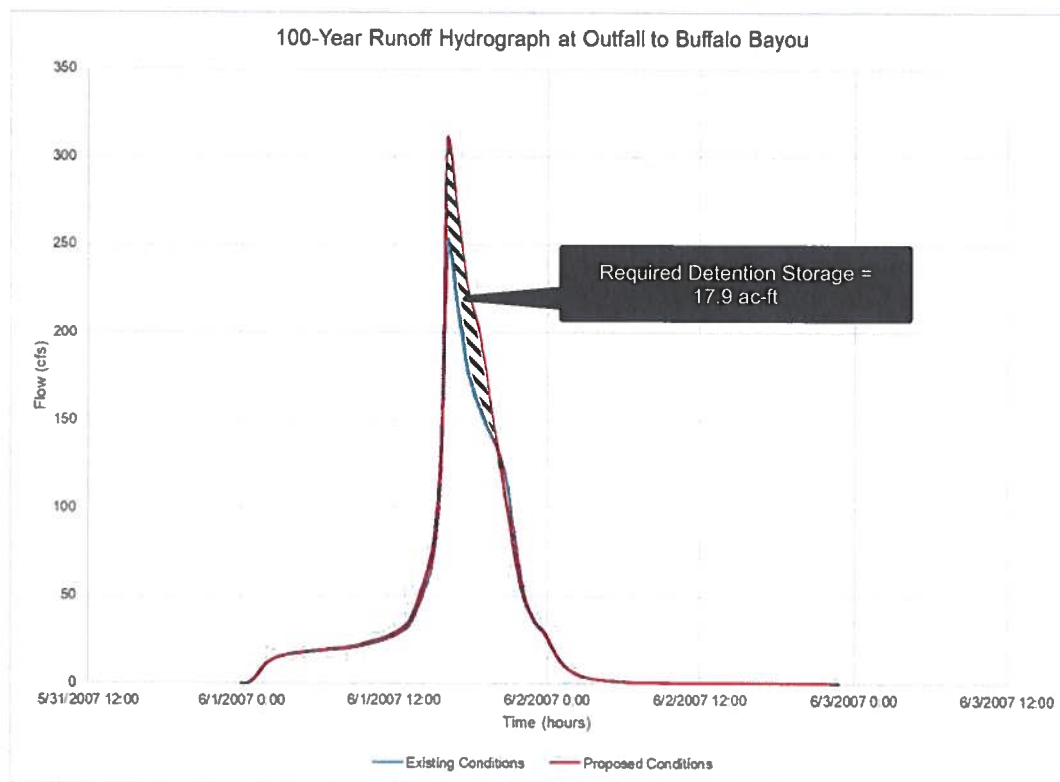
**Figure 12 - Blalock Road 2-Year Inundation Depth Grid**



## 9.2.6 Required Mitigation for Blalock Road Improvements – East Side Only

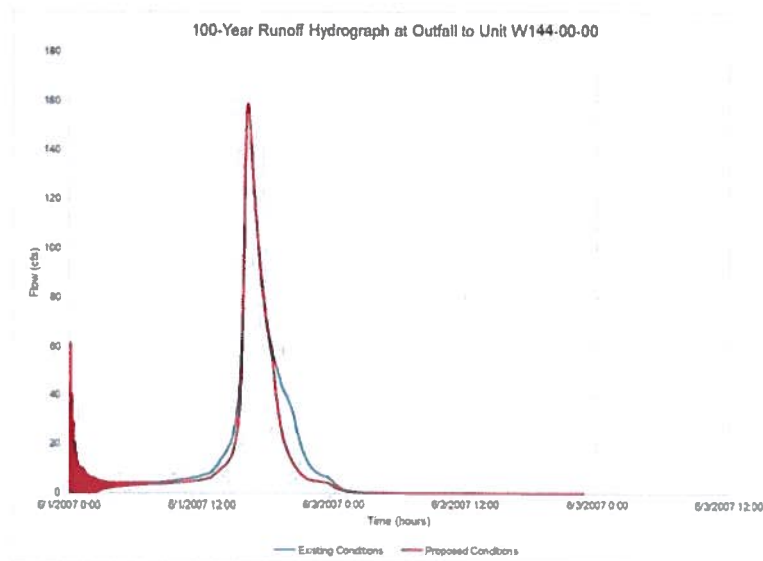
A comparison of runoff hydrographs from the existing and proposed conditions model at the outfalls to Buffalo Bayou and HCFCU Unit W144-00-00 indicate that the proposed east side improvements cause an increase in peak discharge rates at Buffalo Bayou. In order to offset those potential adverse impacts, stormwater detention must be provided. The proposed conditions runoff hydrographs at the outfalls have been compared versus the pre-project conditions runoff hydrographs in order to estimate the volume of detention required to offset the increases in peak flow rate on downstream properties. **Figure 13** shows the required detention volume is estimated to be 17.9 acre-feet that accounts for the east side improvements, which serves approximately 275 acres of drainage area.

**Figure 13 - Comparison of Existing & Proposed Runoff Hydrographs at Buffalo Bayou Outfall**



A comparison of the outfall to HCFCU Unit W144-00-00 indicates that the peak discharge rate at that outfall from the Blalock Road system does not increase. Therefore, no adverse impacts are expected along HCFCU Unit W144-00-00. **Figure 14** below provides a comparison of the existing and proposed runoff hydrographs.

**Figure 14 - Comparison of Existing & Proposed 100-Year Runoff Hydrographs at Outfall to Unit W144-00-00**



## 9.2.7 Supplemental Analysis of Blalock Rd. System – West & East Side Improvements

As shown in **Figures 2, 3, and 4**, the results of the analysis indicate that significant street ponding and overland sheet flow occurs even though the storm sewer is sized for the 25-year storm event for locations where the cumulative drainage area ranges from 100 acres to 200 acres and the 100-year storm event for locations where the cumulative drainage area is greater than 200 acres. This can be attributed the overtopping of the roadside ditch on the west side of Blalock Road during significant storm events and tributary systems which do not have capacity to convey the 25-year or 100-year storm events.

In order to determine the magnitude of improvements necessary to provide a level of service for a 25-year storm event for locations where the cumulative drainage area ranges from 100 acres to 200 acres and a level of service for a 100-year storm event for locations where the cumulative drainage area is greater than 200 acres, a supplemental analysis was completed by replacing the roadside ditch along the west side of the road with a storm sewer parallel to the proposed storm sewer on the east side of Blalock Road. The results of that analysis indicate that a storm sewer ranging in size from 24" RCP to 7'x7' RCB is necessary to provide that level of service. **Exhibit 20** provides an exhibit which displays those improvements.

### Supplemental Analysis Results

An inundation depth grid exhibit was prepared for the 100-year storm event with both sets of improvements on the east and west sides of Blalock Road. It is important to note that the 2D model domain follows a north-south boundary generally along Gingham Road a short distance west of Piney Point Road. Because of this, the flooding extents will likely extend past this boundary, but the model does not capture this phenomenon due to the extents of the 2D model boundary.

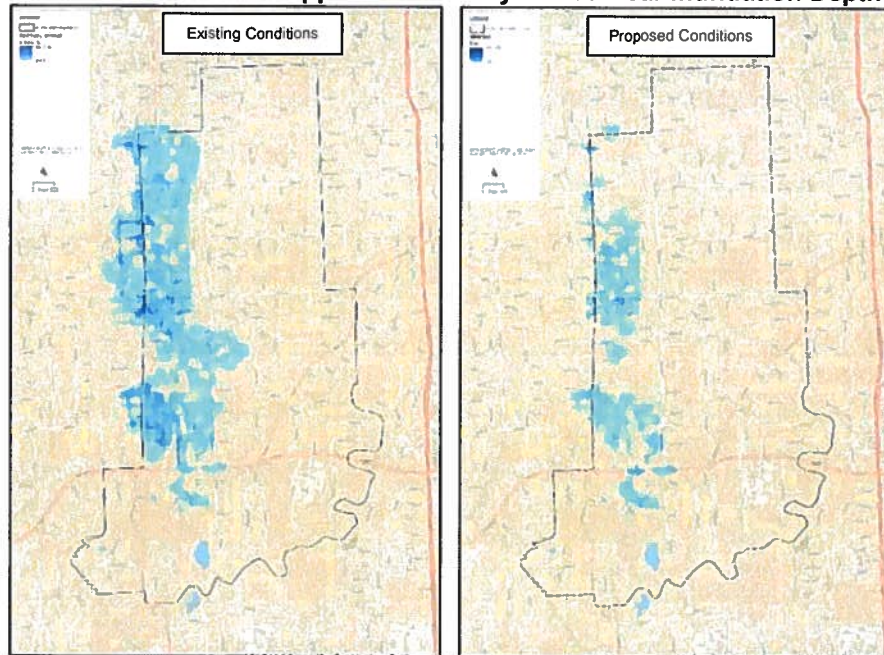


**Figures 15 and 16** below provide a comparison of the 100-year and 10-year inundation depth grids for the existing and proposed conditions, respectively. As shown, the inundation depths are reduced throughout the project area; however, significant ponding throughout the corridor and significant overland flow to the east of Blalock Road is expected due to tributary systems which do not have capacity to convey the 100-year storm event.

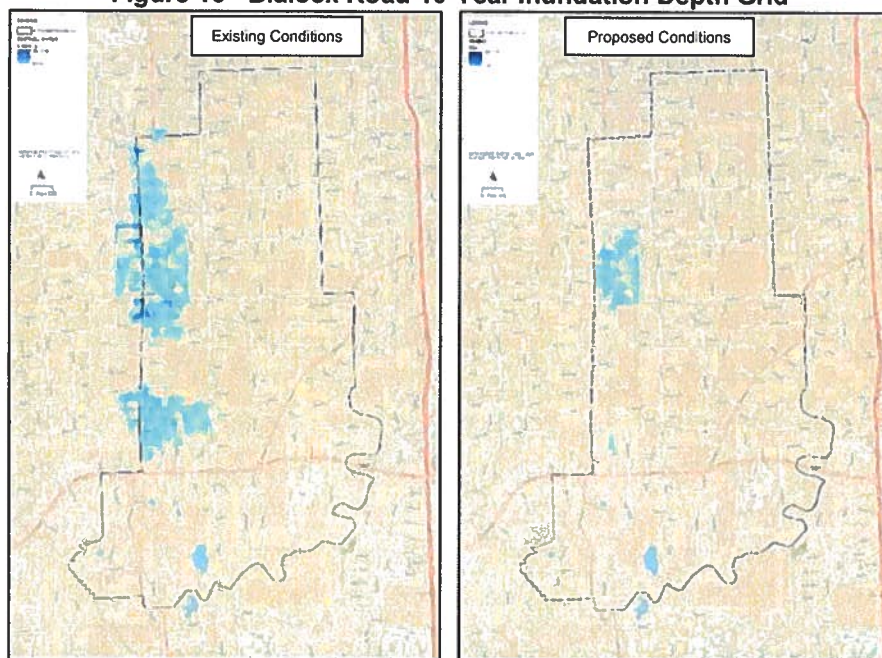
#### Required Mitigation for Improvements to the West & East Sides of Blalock Rd.

A comparison of runoff hydrographs from the existing and proposed conditions model at the outfalls to Buffalo Bayou indicate that the proposed improvements cause an increase in peak discharge rates at Buffalo Bayou. In order to offset those potential adverse impacts, stormwater detention must be provided. The proposed conditions runoff hydrographs at the outfalls have been compared versus the pre-project conditions runoff hydrographs in order to estimate the volume of detention required to offset the increases in peak flow rate on downstream properties. The required detention volume is estimated to be 44.4 acre-feet (17.9 ac-ft. from the East side + 26.5 ac-ft. from the West side).

**Figure 15 - Blalock Road Supplemental Analysis 100-Year Inundation Depth Grid**



**Figure 16 - Blalock Road 10-Year Inundation Depth Grid**



### 9.3 Bothwell Way, Holidan Way, Marchmont Dr. & Wilding Ln.

The City of Piney Point Village provided information which indicated that portions of Bothwell Way and Holidan Way do not drain properly due to limited depth in Soldiers Creek. In order to provide positive drainage along Bothwell Way and Holidan Way, the City has requested that an analysis be completed to determine if a storm sewer could be constructed along Bothwell Way, thence southward along Piney Point Road, thence eastward along Holidan Way, thence southward along Marchmont Drive, and then eastward along Wilding Way to tie into storm sewer along Hedwig Road. However, redirecting flow may cause adverse impacts on downstream flow rates along Hedwig Road and Soldiers Creek. It is important to note that these improvements would require revisions to agreements between the City of Hunter's Creek Village and the City of Piney Point Village regarding the Soldiers Creek Impact Study. The following paragraphs provide a description of the methodology to assess the potential for adverse impacts on downstream peak flow rates along Hedwig Road and Soldiers Creek.

#### 9.3.1 Discussion of 2013 Soldier's Creek Drainage Impact Study

The XP-SWMM models developed as a part of the 2013 Soldier's Creek Drainage Impact Study were developed using XP-SWMM version 2011. Since that time, XP-SWMM has released subsequent versions of software, and the same models were re-run with no changes in XP-SWMM version 2016.1. **Table 6** below provides a summary of the Soldier's Creek Impact Study results with the Soldier's Creek bypass improvements in place.

**Council Agenda Item Cover Memo**

**10/26/2020**

**Date of Meeting**

**To: Mayor and City Council**

**Agenda Item:**

**Discuss and take possible action on the HDR Contract for the Texas General Land Office (TGLO) - Community Development Block Grant Mitigation Action Plan (CDBG-MIT).**

**SUMMARY/BACKGROUND (WHY):** The City is preparing to submit a grant package to the GLO for the CDBG-MIT funding on the S. Piney Point/Blalock Road – Phase 2 Project. The City previously issued a “Request for Qualification” (RFQ) for engineering services for this grant. The City selected HDR Engineering, Inc. for these services based on professional qualification identified in the RFQ process. As part of the final submittal package to the GLO, the City must include an executed contract with their selected Engineer. A template of a Master Service Agreement that meets GLO requirements was provided to HDR by the City’s Grant Administrator. HDR has reviewed and signed the Master Service Agreement (including attachments) for engineering services for the GLO CDBG-MIT funded projects. The fee of \$11,500 included in the contract is for costs associated with providing engineering data and information, performing modeling of the proposed project, and providing support to the grant administrators to complete the grant application. This fee was based on costs already incurred during the application process. The agreement states if the City is selected for funding, HDR will perform the engineering design, bid, construction management and construction observation phase services and will submit an amendment to the executed master service agreement for City approval. The maximum amount of fee allowed in this agreement is 15% of total construction cost.

**STAFF RECOMMENDATION:** \_\_\_\_\_  
\_\_\_\_\_

---

**ESTIMATED COST:** N/A                      **FUNDING SOURCE:** \_\_\_\_\_

**CURRENT BUDGETED ITEM:** YES ☐ NO ☐      **EMERGENCY REQUEST:** YES ☐ NO ☒

---

**PREPARED BY:** Joe Moore

**ATTACHMENTS:** Yes

**PROFESSIONAL ENGINEERING SERVICES FOR  
MITIGATION PROJECTS  
UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THE City of Piney Point Village, Texas (the “Subrecipient”) and HDR Engineering, Inc., 47-0680568 (“Provider”), each a “Party” and collectively, “the Parties,” enter into the following contract as of October 26, 2020 for professional engineering services (the “Contract”) pursuant to the Professional Services Procurement Act, TEX. GOVT. CODE 2254 and 2 C.F.R. Part 200.

WHEREAS, the Subrecipient has applied for U.S. Department of Housing and Urban Development Community Development Block Grant – Mitigation (“CDBG-MIT”) funds, administered by the Texas General Land Office (“GLO”) for mitigation assistance; and

WHEREAS, the CDBG-MIT program is funded under the Housing and Urban Development, Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018, Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. No. 115-123.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

**I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION**

**1.01 DEFINITIONS**

“Activity” means a defined class of works or services authorized to be accomplished using CDBG-MIT grant funds. Activities are specified in Subrecipient Budgets as ‘Category,’ and the terms are interchangeable under this Contract.

“Administrative and Audit Regulations” means the regulations included in Title 2, CFR, Part 200. Chapter 321 of the Texas Government Code; Subchapter F of Chapter 2155 of the Texas Government Code; and the requirements of Article VII herein. With regard to any federal funding, agencies with the necessary legal authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, state agencies and/or designee’s with the authority to audit and inspect include, the Subrecipient, the GLO, the GLO’s contracted examiners, the State Auditor’s Office, the Texas Attorney General’s Office and the Texas Comptroller of Public Accounts. “Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the execution page, or incorporated by reference, as if physically.

“Benchmark” or “Billing Milestone” means a clearly defined set of incremental services that must be performed; or an interim level of accomplishment that must be met by Provider in order to receive periodic incremental and final reimbursement for services under this Contract.

“CDBG—MIT” means the Community Development Block Grant—Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.



**“Certificate of Construction Completion”** means a document submitted by an engineer or, if none, a construction contractor, to a Subrecipient which, when executed by the Subrecipient, indicates acceptance of the non-housing project, as built.

**“Contract”** means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters that may be issued by the GLO, to be incorporated by the GLO, to be incorporated by reference herein for all purposes as they are issued, if any.

**“Contract Period”** means the period of time between the effective date of a contract and its expiration or termination date.

**“Deliverable”** means a unit or increment of work to include, any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

**“Federal Assurances”** means Standard Form 424B (Rev. 7-97 (non-construction projects; or Standard Form 424D (Rev. 7-97 (construction projects, in **Attachment A**, attached hereto and incorporated herein for all purposes.

**“Federal Certifications”** means U.S. Department of Commerce Form CD-512 (12-04, “Certifications Regarding Lobbying – Lower Tier Covered Transactions,” also in **Attachment A**, attached hereto and incorporated herein for all purposes.

**“Fiscal Year”** means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

**“GAAP”** means “Generally Accepted Accounting Principles.”

**“GASB”** means the Governmental Accounting Standards Board.

**“General Affirmations”** means the statements in **Attachment B**, attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

**“GLO”** means the Texas General Land Office, its officers, employees, and designees.

**“HSP”** means HUB Subcontracting Plan, as outlined by Chapter 2161 of the Texas Government Code.

**“HUB”** means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

**“HUD”** means the United States Department of Housing and Urban Development.

**“Mentor Protégé”** means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>

**“Non-housing”** refers to a project involving the restoration and/or repair of infrastructure facilities and the economic revitalization activities approved under a CDBG-MIT program grant.

**“Performance Statement”** means Provider’s detailed project summary hereby incorporated for all purposes as **Attachment C**.

**“Project”** means the professional engineering services described in **SECTION 1.03** of this Contract and in any applicable Attachments.

**“Project Completion Report”** means a report containing an “as built” accounting of all projects completed under a CDBG-MIT non-housing grant and containing all information required to completely close out a grant file.

“Project Implementation Manual” means a set of guidelines for the CDBG-MIT Program, incorporated herein by reference for all purposes in its entirety.

“Project Period” means the stated time for completion of a Project assigned by Work Order, if any.

“Prompt Pay Act” means Chapter 2251, Subtitle F of Title 10 of the Texas Government Code.

“Provider” means HDR Engineering, Inc., selected to provide the services under this Contract, if any.

“Public Information Act” means Chapter 552 of the Texas Government Code.

“Quarterly Report” means a document submitted by Provider to a Subrecipient for approval and submission to the GLO as a condition of reimbursement, as discussed in **SECTION 1.05** and **ARTICLE III**, below.

“RFQ” means the Subrecipient’s Request for Qualifications, or the Solicitation, as defined below.

“Scope of Work” means Provider’s detailed scope of work hereby incorporated for all purposes as **Attachment H**.

“Solicitation” means Subrecipient’s Request for Qualifications, including any Addenda.

“Solicitation Response” means Provider’s full and complete response to the Solicitation, including any Addenda.

“State of Texas TexTravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Subcontractor” means an individual or business that signs a contract to perform part or all of the obligations of Provider under this Contract.

“Subrecipient” means The City of Piney Point Village, Texas, a local governmental body or political subdivision that receives funds under HUD’s CDBG—MIT Program for non-housing projects.

“Subrecipient Agreement” means the contractual agreement for a CDBG-MIT non-housing grant between the GLO and the Subrecipient for which Provider performs services assigned by the Subrecipient, if any.

“Technical Guidance Letter or ‘TGL’” means an instruction, clarification, or interpretation of the requirements of the CDBG-MIT Program, issued by the GLO to specified recipients, applicable to specific subject matter, to which the addressed Program participants shall be subject.

## **1.02 INTERPRETIVE PROVISIONS**

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified;

- (c) The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (e) All attachments within this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;
- (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (g) Unless otherwise expressly provided, reference to any action of the Subrecipient or by the Subrecipient by way of consent, approval, or waiver shall be deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the Subrecipient shall not be unreasonably withheld or delayed;
- (h) Time is of the essence in this Contract.
- (i) In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract; Attachments to the Contract: Attachment A, Attachment B, Attachment C, Attachment D, Attachment E, Attachment F, Attachment G and Attachment H. Solicitation Documents; and Provider’s Response to Solicitation.

### 1.03 PROJECT

Provider shall perform, or cause to be performed, professional engineering services as required for disaster recovery projects in the City of Piney Point Village, Harris County, Texas, as authorized under GLO Contract No. \_\_\_\_\_ (“Subrecipient’s Contract”), as may be amended from time to time, and as outlined in detail in the Performance Statement, attached hereto and incorporated herein for all purposes as **Attachment C** (“the Project”).

**Provider is responsible for obtaining Subrecipient’s most current performance statement and Implementation Schedule, Budget (“Subrecipient’s Documents”), and any other documentation which may be required to accomplish the Project that is the subject of this Work Order. Such documents are incorporated herein by reference in their entirety for all purposes.**

**No work may begin and no charges may be incurred prior to the effective date of Subrecipient’s Contract and/or Amendment, to which this Work Order is related, with the exception of assistance to Subrecipient in completing the grant application as necessary, and other pre-execution services authorized by prior, written approval of the GLO, if any. Subrecipient Documents may be obtained from the Subrecipient or the Subrecipient’s Grant Administrator, and their effective date and status as**

executed documents must be confirmed by Provider prior to commencement of any services.

#### **1.04 REPORTING REQUIREMENTS**

Provider shall assist the Subrecipient to timely submit all reports and documentation that are required under this Contract and any Subrecipient Agreement.

---

##### **MONTHLY REPORTS – APPLICABLE TO NON-HOUSING AND HOUSING PROJECTS:**

**MONTHLY REPORTS ARE REQUIRED AS A CONDITION OF REIMBURSEMENT TO ALL SUBRECIPIENTS.** It is incumbent upon Provider to facilitate the submission of each Monthly Report in a timely manner. Each Monthly Report shall include progress made since the prior reporting period, current Benchmarks achieved, projected quantities, problems encountered and detailed plans to correct them, goals to be accomplished in the subsequent reporting period, and any other information as may be required by the GLO.

The GLO may review the Monthly Report(s) and may request revisions to be made. Provider shall make itself aware of such revision requests and shall assist the Subrecipient in making appropriate revisions. Upon acceptance of the Monthly Report and submission of a properly prepared invoice, appropriate payment may be made to Subrecipient and to Provider.

Provider shall facilitate the timely submission to the GLO of such additional information by the Grant Recipient.

**Reimbursement may be withheld if a Monthly Report is delinquent or deficient, in the sole discretion of the GLO.**

Provider shall submit to the Subrecipient all reports, drawings, surveys, designs, and such other work products as required by the Scope of Services in Attachment H of this Work Order and Subrecipient's Contract, and in accordance with the Project Implementation Manual, and any Technical Guidance Letters or Revisions issued by the GLO, if any.

**FINAL DOCUMENTATION:** By the close of business no later than thirty (30) days after completion of a construction project, Provider shall submit to the Subrecipient and to Subrecipient's Grant Administration firm, if any, a copy of the executed Certificate of Construction Completion ("COCC") for the project which must include a final, "**as built**" report of quantities, drawings, and specifications used during the course of the project, with justification as to why any variances from original plans, approved pursuant to **SECTION 1.04(c)** of Provider's Contract, were required. **Notwithstanding the preceding** the GLO, in its sole discretion, may approve extensions to this Deliverable due date. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## **II. TERM**

### **2.01 DURATION**

This Contract shall be effective as of the date of award and shall terminate after closing of project with GLO. Any extensions will be subject to terms and conditions mutually agreeable to both parties.

### **2.02 ABANDONMENT OR DEFAULT**

If the Provider defaults on the Contract, the Subrecipient reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible vendor qualified under the Solicitation. The defaulting provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the Subrecipient based on the seriousness of the default.

### **2.03 TERMINATION OF AGREEMENT FOR CAUSE**

If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the Subrecipient shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the Subrecipient, be turned over to the Subrecipient and become the property of the Subrecipient. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the Subrecipient for damages sustained by the Subrecipient by virtue of any breach of the Agreement by the Firm, and the Subrecipient may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

### **2.04 TERMINATION FOR CONVENIENCE OF THE SUBRECIPIENT**

Subrecipient may at any time and for any reason terminate Contractor's services and work at Subrecipient's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this

subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

## **2.05 CHANGES**

The subrecipient may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

## **2.06 RESOLUTION OF PROGRAM NON-COMPLIANCE AND DISALLOWED COSTS**

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG-DR program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.] If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

## **2.07 PERSONNEL**

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City/County.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the Subrecipient. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

## **2.08 ASSIGNABILITY**

The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Subrecipient thereto; Provided, however, that claims for money by the Firm from the Subrecipient under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Subrecipient.



## **2.09 REPORTS AND INFORMATION**

The Firm, at such times and in such forms as the Subrecipient may require, shall furnish the Subrecipient such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

## **2.10 RECORDS AND AUDITS**

The Firm shall insure that the Subrecipient maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the Subrecipient shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

## **2.11 FINDINGS CONFIDENTIAL**

All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the Subrecipient.

## **2.12 COPYRIGHT**

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

## **2.13 COMPLIANCE WITH LOCAL LAWS**

The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the Subrecipient harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

## **2.14 CONFLICTS OF INTEREST**

- a. Governing Body. No member of the governing body of the Subrecipient and no other officer, employee, or agent of the Subrecipient, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of CDBG-MIT award between GLO and the Subrecipient, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG-MIT award between GLO and the Subrecipient, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- c. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the CDBG-MIT award between GLO and the Subrecipient or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG-MIT award between GLO and the Subrecipient or in any business, entity, organization or

person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

**2.15 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)**

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

**2.16 EQUAL OPPORTUNITY CLAUSE (APPLICABLE TO CONTRACTS AND SUBCONTRACTS OVER \$10,000).**

- The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

**2.17 CIVIL RIGHTS ACT OF 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**2.18 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**2.19 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

**2.20 AGE DISCRIMINATION ACT OF 1975**

The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**2.21 BYRD ANTI-LOBBING AMENDMENT (31 U.S.C. 1352) (IF CONTRACT GREATER THAN OR EQUAL TO \$100,000)**

The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**2.22 EXTENT OF AGREEMENT**

This Agreement, which includes Parts I-VIII, and Attachments A - H represents the entire and integrated agreement between the City/County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City/County and the Firm.

### III. CONSIDERATION

#### **3.01 CONTRACT LIMIT, FEES, AND EXPENSES**

The application will be completed at \$11,500.00 amount. (To be amended and added with funding.)

Provider will be compensated on a negotiated fee basis, for a not to exceed 15% for the maximum amount available for such services as prescribed by the Subrecipient Agreement, the GLO, HUD or any governing law, for the term of this Contract. Shall be reimbursable in increments as shown in the Benchmarks in Attachment C for the type of work to be performed. The Subrecipient agrees to pay Provider in accordance with The Prompt Pay Act, Tex. Govt. Code Ch. 2251.

**Grant funds must not be commingled between or among HUD funding rounds; nor between or among Non-Housing and Housing assignments.**

Reimbursement for services may be requested based on the Benchmarks, according to the type of services authorized, contingent upon Provider's facilitation of the timely submission of each Monthly Report required, as discussed in **SECTION 1.04** above.

**At a minimum, invoices must clearly reflect:**

- (a) Provider's Contract Number;
- (b) Service Period
- (c) the name and GLO Contract Number (12 digits) of the Subrecipient Agreement to which services have been provided;
- (d) the current amount being billed;
- (e) the cumulative amount billed previously;
- (f) the balance remaining to be billed; and
- (g) an itemized statement of services performed, including documentation as required under the Contract, such as invoices, receipts, statements, stubs, tickets, time sheets, and any other which, in the judgment of the Subrecipient, provides full substantiation of reimbursable costs incurred.

Subject to the maximum Contract amount authorized herein, upon specific, prior, written approval by the Subrecipient, lodging, travel, and other incidental direct expenses may be reimbursed under this Contract for professional or technical personnel who are (a) away from the cities in which they are permanently assigned; (b) conducting business specifically authorized by the Subrecipient; and (c) performing services not originally contemplated in the Scope of Services.

**NOTICE TO PROVIDER:**

Failure to include all of the information required in **SECTION 3.01** with each invoice may result in a significant delay in processing payment for the invoice.

<b>Not-To-Exceed Draw Percentages</b>	
<b>Milestones</b>	<b>Engineering Funds</b>
Engineering Contract Executed	30%
100% Design Approval	60%
Bid Advertisement	70%
Construction Notice to Proceed	85%
As-Built Plans/COCC/FWCR	100%

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



#### **IV. PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES**

##### **4.01 PERFORMANCE WARRANTY**

Provider represents that all services performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider represents that all work product, including Deliverables if any, under this Contract shall be completed in a manner consistent with standards in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments (if any); and shall be fit for ordinary use, of good quality, and with no material defects. If Provider fails to submit Deliverables timely or to perform satisfactorily under conditions required by this Contract, the Subrecipient may require Provider, at its sole expense, to the extent such defect or damage is caused by the negligence of Provider, to (a) repair or replace all defective or damaged Deliverables; (b) refund any payment received for all defective or damaged Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action so that future performance and Deliverables conform to the Contract requirements.

##### **4.02 GENERAL AFFIRMATIONS**

To the extent that they are applicable, Provider further certifies that the General Affirmations in **Attachment B** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein.

##### **4.03 FEDERAL ASSURANCES**

To the extent that they are applicable, Provider further certifies that the Federal Assurances in **Attachment A** have been reviewed and that Provider is in compliance with each of the requirements reflected therein. The Federal Assurance form must be executed by Provider's authorized signatory.

##### **4.04 FEDERAL CERTIFICATIONS**

To the extent that they are applicable, Provider further certifies that the Federal Certifications also in **Attachment A** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein. The Federal Certifications form must be executed by Provider's authorized signatory.

**In addition, Provider certifies that it is in compliance with any other applicable federal laws, rules, or regulations, as they may pertain to this Contract including, but not limited to, those listed in Attachment D.**

## **V. FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT**

---

### **5.01 FEDERAL FUNDING**

- (a) Funding for this Contract is appropriated under the Housing and Urban Development, and the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. 115-123) enacted on February 9, 2018. It is to mitigate disaster risk and reduce future losses, and allow grantees the opportunity to transform state & local planning, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by the 2015, 2016 & Hurricane Harvey (2017) Floods, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The Fulfillment of the Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program, and any other applicable laws. Further, Provider acknowledges that all funds are subject to recapture and repayment for noncompliance.
- (b) **All participants in the CDBG-MIT grant program must have a data universal numbering system (DUNS) number (HDR's DUNS: #82-791-2358), as well as a Commercial And Government Entity (CAGE) Code (HDR's CAGE CODE: 5SDT0).**
- (c) **The DUNS number and CAGE Code must be reported to the GLO for use in various grant reporting documents, and may be obtained by visiting the Central Contractor Registration web site at:**

<https://www.bpn.gov/ccr/>

Assistance with this web site may be obtained by calling 866-606-8220.

### **5.02 STATE FUNDING**

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the Subrecipient, in its sole discretion, may terminate this Contract. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- (b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider,

under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

**5.03 RECAPTURE OF FUNDS**

Provider shall conduct, in a satisfactory manner as determined by the Subrecipient, the Project as set forth in the Contract. The discretionary right of the Subrecipient to terminate for convenience under **SECTION 2.02** notwithstanding, it is expressly understood and agreed by Provider that the Subrecipient shall have the right to terminate the Contract and to recapture, and be reimbursed for any payments made by the Subrecipient (i) that exceed the maximum allowable HUD rate; (ii) that are not allowed under applicable laws, rules, and regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures.

**5.04 OVERPAYMENT**

Provider understands and agrees that it shall be liable to the Subrecipient or the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Provider further understands and agrees that reimbursement of such disallowed costs shall be paid by Provider from funds which were not provided or otherwise made available to Provider under this Contract.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## **VI. OWNERSHIP**

### **6.01 OWNERSHIP AND THIRD PARTY RELIANCE**

- (a) The Subrecipient shall own, and Provider hereby assigns to the GLO, all right, title, and interest in all services to be performed; all goods to be delivered; and/or all other related work product prepared, or in the course of preparation, by Provider (or its subcontractors) pursuant to this Contract, together with all related worldwide intellectual property rights of any kind or character (collectively, the "Work Product"). Under no circumstance will any license fee, royalty, or other consideration not specified in this Contract be due to Provider for the assignment of the Work Product to the GLO or for the GLO's use and quiet enjoyment of the Work Product in perpetuity. Provider shall promptly submit all Work Product to the GLO upon request or upon completion, termination, or cancellation of this Contract for any reason, including all copies in any form or medium.
- (b) Provider and the Subrecipient shall not use, willingly allow, or cause such Work Product to be used for any purpose other than performance of Provider's obligations under this Contract without the prior written consent of either party and the GLO. Work Product is for the exclusive use and benefit of, and may be relied upon only by the Parties. Prior to distributing any Work Product to any third party, other than the GLO, the parties shall advise such third parties that if it relies upon or uses such Work Product, it does so entirely at its own risk without liability to the GLO, Provider, or the Subrecipient.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## **VII. RECORDS, AUDIT, RETENTION, CONFIDENTIALITY, PUBLIC RECORDS**

### **7.01 BOOKS AND RECORDS**

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the Subrecipient, the GLO, the State of Texas Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

### **7.02 INSPECTION AND AUDIT**

- (a) Provider agrees that all relevant records related to this Contract and any Work Product produced in relation to this Contract, including the records and Work Product of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and Work Product shall be subject, at any time, to inspection, examination, audit, and copying at any location where such records and Work Product may be found, with or without notice from the Subrecipient, the GLO, HUD, or other government entity with necessary legal authority. Provider agrees to cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Provider will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and Work Product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) Provider understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Provider will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to fully cooperate with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Provider relating to the Contract for any purpose. HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection. **PROVIDER SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**
- (c) Provider will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules including, but not limited to those identified in **Attachment D**, governing audit requirements pertaining to the Project.

### **7.03 PERIOD OF RETENTION**

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the State of Texas CDBG-MIT grant program, in accordance with federal regulations. **The Subrecipient will notify all Program participants of the date upon which local records may be destroyed.**

### **7.04 CONFIDENTIALITY**

To the extent permitted by law, Provider and the Subrecipient agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the Subrecipient to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Provider or the Subrecipient; or (c) information that Provider or the Subrecipient is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the Subrecipient, use this Contract as a marketing or sales tool, or make any press releases concerning work under this Contract without the prior written consent of the Subrecipient.

### **7.05 PUBLIC RECORDS**

Information related to the performance of this Contract may be subject to the Public Information Act ("PIA") and will be withheld from public disclosure or released only in accordance therewith. Provider shall make any information required under the PIA available to the Subrecipient in portable document file (".pdf") format or any other format agreed between the Parties. Failure of Provider to mark as "confidential" or a "trade secret" any information that it believes to be excepted from disclosure waives any and all claims Provider may make against the Subrecipient for releasing such information without prior notice to Provider. Provider shall notify the Subrecipient within twenty-four (24) hours of receipt of any third party written requests for information, and forward a copy of said written requests to the Subrecipient. If the request was not written, Provider shall forward the third party's contact information to the Subrecipient.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



## **VIII. MISCELLANEOUS PROVISIONS**

### **8.01 INSURANCE**

Provider shall acquire for the duration of this Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount and in the form required by **Attachment E** of this Contract, **REQUIRED INSURANCE AND FORM**. Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of coverage (or "underwriter's schedules") establishing to the satisfaction of the Subrecipient the nature and extent of coverage granted by each policy.

Provider shall submit certificates of insurance and endorsements electronically, in the manner requested by the Subrecipient. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Provider shall secure such additional policies or coverage as the Subrecipient may reasonably request or that are required by law or regulation.

Provider will be responsible for submitting renewed certificates of insurance and endorsements, as evidence of insurance coverage throughout the term of this Contract. Provider may not be actively working on behalf of the Subrecipient if the insurance coverage does not adhere to insurance requirements. Failure to submit required insurance documents may result in the cancellation of this Contract.

### **8.02 TAXES/WORKERS' COMPENSATION/UNEMPLOYMENT INSURANCE**

PROVIDER AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, PROVIDER SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF PROVIDER'S AND PROVIDER'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. PROVIDER AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE SUBRECIPIENT SHALL NOT BE LIABLE TO THE PROVIDER, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. 2) PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE GLO, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE SUBRECIPIENT NAMED AS A DEFENDANT IN ANY LAWSUIT AND PROVIDER

MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE SUBRECIPIENT. PROVIDER AND THE SUBRECIPIENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

#### **8.03 LEGAL OBLIGATIONS**

Provider shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

#### **8.04 INDEMNITY**

**EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE SUBRECIPIENT OR THE GLO, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE STATE OF TEXAS, THE GLO, AND THE OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES OF THE SUBRECIPIENT, THE STATE OF TEXAS, AND THE GLO FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) ARISING IN CONNECTION WITH:**

- **ANY NEGLIGENCE, ACT, OMISSION, OR MISCONDUCT IN THE PROVIDER'S PERFORMANCE OF THE SERVICES REFERENCED HEREIN; OR**
- **ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.**

**PROVIDER SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL BEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE SUBRECIPIENT.**

#### **8.05 ASSIGNMENT AND SUBCONTRACTS**

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the Subrecipient. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will

provide written notification to the Subrecipient of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

#### **8.06 RELATIONSHIP OF THE PARTIES**

Provider is associated with the Subrecipient only for the purposes and to the extent specified in this Contract, and, with respect to Provider's performance pursuant to this Contract, Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the Subrecipient or the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the Subrecipient shall have no obligation with respect to:

- (a) withholding of income taxes, FICA, or any other taxes or fees;
- (b) industrial or workers' compensation insurance coverage;
- (c) participation in any group insurance plans available to employees of the State of Texas;
- (d) participation or contributions by the State to the State Employees Retirement System;
- (e) accumulation of vacation leave or sick leave; or
- (f) unemployment compensation coverage provided by the State.

#### **8.07 COMPLIANCE WITH OTHER LAWS**

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract including, but not limited to, those attached hereto and incorporated herein for all purposes as **Attachment D**. Provider will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

#### **8.08 NOTICES**

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

**Subrecipient**

Name: City of Piney Point Village  
7676 Woodway, Suite 300  
Houston, Texas 77063  
Attention: Roger Nelson

**Provider**

Name: HDR Engineering, INC  
4828 Loop Central Drive, Suite 800  
Houston, Texas 77081-2220  
Attention: David C. Weston

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

**8.10 GOVERNING LAW AND VENUE**

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit between Subrecipient and Provider under this Contract shall be in a court of competent jurisdiction in Harris County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

**8.11 SEVERABILITY**

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

**8.12 FORCE MAJEURE**

Except with respect to the obligation of payments under this Contract, if either of the parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected party's obligation to comply with such covenant shall be suspended, and the affected party shall not be liable for damages for failure to comply with such covenant. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

**8.13 DISPUTE RESOLUTION**

In the event of any dispute, claim, question, or disagreement arising from or relating to determining the party responsible for any disallowed costs as a result of noncompliance with federal, state, or program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be submitted to mediation. Any mediation ruling shall become final and binding 60 days after being signed unless the parties agree in writing to submit the claim to another dispute resolution process or either party gives written notice of intent to submit the claim to a court of competent jurisdiction. If a mutually agreeable resolution cannot be reached through mediation within a period of 90 days, then either party may initiate the provisions above for resolution.

#### **8.14 ENTIRE CONTRACT AND MODIFICATION**

This Contract, its integrated Attachment(s), and any Technical Guidance issued in conjunction with this Contract, if any, constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s), Technical Guidance Letter shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

#### **8.15 COUNTERPARTS**

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the GLO within thirty (30) days of execution by the other party, this Contract shall be null and void. In the sole discretion of the GLO, Work Orders issued, if any, may be executed by the parties in counterparts exchanged by electronic mail.

#### **8.16 THIRD-PARTY BENEFICIARY**

The Parties agree that the GLO, as the administrator of the CDBG-MIT program, is a third-party beneficiary to this Contract and that the GLO shall have the right to enforce any provision of this Contract. Provided, however, that GLO shall only enforce a provision Contract after notifying the Parties, in writing, of a potential breach or default of the Contract and allowing the Provider sixty (60) days to cure the breach or default. Venue of any suit under this Section 8.17 shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

#### **8.17 PROPER AUTHORITY**

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services

performed by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

#### **8.18 REQUIRED CONTRACT PROVISIONS FOR CONTRACTS USING FEDERAL FUNDS**

##### **Attachment F**


#### **8.19 CERTIFICATE OF INTEREST PARTIES**

Provider shall visit <https://www.ethics.state.tx.us/filinginfo/1295/> and fill out Certificate of Interested Parties (FORM 1295) **Attachment G**.

**SIGNATURE PAGE FOLLOWS**

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on this \_\_\_\_ day of \_\_\_\_\_.

\*\*\*Subrecipient\*\*\*

BY:   
(Subrecipient's Authorized Representative)  
David C. Weston  
(Printed Name)

Vice President (Title)

BY: \_\_\_\_\_  
(Authorized Representative)  
\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_ (Title)



View Burden Statement

## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009  
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of

Previous Edition Usable

Authorized for Local Reproduction

Standard Form 424D (Rev. 7-97)  
Prescribed by OMB Circular A-102

1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.


12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the DavisBacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of

Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Attachment A

Attachment A

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Vice President
APPLICANT ORGANIZATION	DATE SUBMITTED
HDR Engineering, Inc	10-22-2020

SF-424D (Rev. 7-97) Back

# DISCLOSURE OF LOBBYING ACTIVITIES

Page 3 of 5  
Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant  c. cooperative agreement d. loan e. loan guarantee f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. a. bid/offer/application b. initial award c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known:			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  N/A  Congressional District, if known:		
<b>6. Federal Department/Agency:</b>  GLO/HUD			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Title: _____ Signature: <u>David C. Weston</u> Print Name: <u>David C. Weston</u> <u>Vice President</u> Telephone No.: <u>713.622.9264</u> Date: _____		
<b>Federal Use Only:</b>					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

THIS FORM MUST BE EXECUTED

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**CERTIFICATION REGARDING LOBBYING  
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871**

***Certification/or Contracts, Grants, loans, and Cooperative Agreements:***

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

***Statement/or loan Guarantees and loan Insurance:***

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF CONTRACTOR

AWARD NUMBER AND/OR PROJECT NAME

Not applicable

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

### GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. Provider certifies that he/she/it has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
2. Provider certifies that neither Provider nor any firm, corporation, partnership, or institution represented by Provider or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or federal antitrust laws; or (2) communicated the contents of the Contract or proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for the Contract or proposal.
3. Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.
4. Section 2155.004 of the Texas Government Code prohibits the award of a contract that includes proposed financial participation by a person who received compensation from the Subrecipient to participate in preparing the specifications or request for proposals on which the Contract is based. Under Section 2155.004, Government Code, the vendor [Provider] certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
5. Under Texas Family Code section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
6. Provider agrees that any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, Provider owes to the State of Texas.
7. The Subrecipient is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The Subrecipient will cross-reference Providers/vendors with the federal System for Award Management (<https://www.sam.gov/>), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
8. Provider certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Provider is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/>.

9. Under Section 2155.006(b) of the Texas Government Code, the Subrecipient may not enter into a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Provider certifies that the individual or business entity named in the Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
10. The state auditor may conduct an audit or investigation of any entity receiving state funds directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.
11. Provider understands that neither the Subrecipient nor the GLO tolerate any type of fraud. The Subrecipient's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to [tracey.hall@glo.texas.gov](mailto:tracey.hall@glo.texas.gov).

**NOTE:** Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



## **Attachment C**

### **Performance Statement**

**To Be Determined and Added once funding has occurred &  
contract is approved between state and entity**

**A lump sum fee of \$11,500.00 for professional engineering  
services associated with completion of the CDBG-MIT grant  
application.**

## NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

**Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:**

### GENERALLY

The Acts and Regulations specified in this Contract;

Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual;

Plan for Disaster Recovery

### CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. 3601 *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24

C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

**LABOR STANDARDS**

The Davis-Bacon Act, as amended (originally, 40 U.S.C. 276a-276a-5 and re-codified at 40 U.S.C. 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. 874 and re-codified at 40 U.S.C. 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. § 327A and 330 and re-codified at 40 U.S.C. 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended;

**EMPLOYMENT OPPORTUNITIES**

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212); and

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended;

**GRANT AND AUDIT STANDARDS**

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c);

#### **LEAD-BASED PAINT**

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) and the procedures established by TDRA thereunder.

#### **HISTORIC PROPERTIES**

The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R. 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.*), particularly section 3 (16 U.S.C. 469a-1).

#### **ENVIRONMENTAL LAW AND AUTHORITIES**

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

#### **FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION**

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decisionmaking process in 24 C.F.R. part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

#### **COASTAL ZONE MANAGEMENT**

The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d)).

#### **SOLE SOURCE AQUIFERS**

The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e) (42 U.S.C. 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

#### **ENDANGERED SPECIES**

The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536).

#### **WILD AND SCENIC RIVERS**

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c)).

#### **AIR QUALITY**

The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. parts 6, 51, and 93).

#### **FARMLAND PROTECTION**

Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

#### **HUD ENVIRONMENTAL STANDARDS**

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51) (other than the runway clear zone and clear zone notification requirement in 24 C.F.R. 51.303(a)(3)); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

**ENVIRONMENTAL JUSTICE**

Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

**SUSPENSION AND DEBARMENT**

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. Section 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and Non-procurement Suspension and Debarment (2 C.F.R. Part 2424).

**OTHER REQUIREMENTS**

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

**ACQUISITION / RELOCATION**

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. Section 570.606.

**FAITH-BASED ACTIVITIES**

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for FaithBased and Community Organizations, (67 FR 77141).

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## REQUIRED INSURANCE

**GENERALLY.** Provider shall, at its sole expense, acquire, maintain, and keep in force for the duration of this Contract, insurance in the amounts attached herein and under the requirements specified herein. Furthermore, unless specified or otherwise agreed to by the Subrecipient, the required insurance shall be in effect prior to the commencement of work by Provider and shall continue in full force until the earlier as appropriate of (i) the expiration of this Contract; or (ii) such time as the Subrecipient notifies Provider that such insurance is no longer required. Any insurance or self-insurance available to the Subrecipient shall be in excess of, and non-contributing with, any insurance required from Provider. Provider's insurance policies shall apply on a primary basis. If, at any time during the Contract, an insurer or surety fails to provide insurance to Provider or otherwise fails to comply with the requirements of this Contract, Provider shall immediately notify the Subrecipient and replace such insurance or bond with an insurer meeting such requirements. General aggregate limits of Provider's Commercial General Liability policy shall apply per project. Provider's auto insurance policy shall apply to "any auto." **Approval.** Prior approval of the insurance policies by the Subrecipient shall be a condition precedent to any payment of consideration under this Contract and insurance must be submitted for review and approval by the GLO prior to the commencement of work. Any failure of the Subrecipient to timely approve or failure to disapprove the insurance furnished by Provider shall not relieve Provider of Provider's full responsibility to provide the insurance required by this Contract. **Continuing Coverage.** The Subrecipient's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract.

**Renewal.** Provider shall provide the Subrecipient with renewal or replacement certificates no less than thirty (30) days before the expiration or replacement of the required insurance.

**Additional Insured Endorsement.** The Subrecipient, the GLO, and each entity's officers, employees, and authorized agents shall be named as additional insureds for all liability arising under this Contract except on Workers' Compensation and Professional Liability policies. **An original additional insured endorsement signed by an authorized insurance company representative must be submitted to the Subrecipient to evidence the endorsement of the Subrecipient as an additional insured on all policies, and the certificate(s) must reference the related Subrecipient Contract Number.**

**Subrogation.** Each liability insurance policy, except Professional Liability, shall provide for a waiver of subrogation as to the Subrecipient, the State of Texas, the GLO, and their officers, employees, and authorized agents, and shall be issued by insurance companies authorized to do business in the State of Texas, and currently rated by A.M. Best as "A-" or better.

**Policy Cancellation Endorsement.** Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without 30 days' prior



written notice to the Subrecipient, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified in this Contract. A copy of this signed endorsement must be attached to this Contract.

Alternative Insurability. Notwithstanding the requirements of this Attachment, the Subrecipient reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies and/or bonds required. It will be Provider's responsibility to recommend to the Subrecipient alternative methods of insuring the Contract. Any alternatives proposed by Provider should be accompanied by a detailed explanation regarding Provider's inability to obtain insurance coverage as described in this Contract. The GLO shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

**INSURANCE REQUIRED:**

**\$1 MILLION COMMERCIAL GENERAL LIABILITY (EACH OCCURRENCE)**

**\$2 MILLION COMMERCIAL GENERAL LIABILITY (AGGREGATE LIMIT)**

**\$1 MILLION CSL AUTOMOBILE INSURANCE**

**\$1 MILLION ERRORS AND OMISSIONS**

**STATUTORY WORKERS' COMPENSATION & EMPLOYERS LIABILITY**

**-\$1 MILLION EACH ACCIDENT**

**-\$1 MILLION DISEASE EACH EMPLOYEE**

**-\$1 MILLION DISEASE POLICY LIMIT**

**STATUTORY U.S. LONGSHORE AND HARBOR WORKERS' INSURANCE**

**NOTE:** Insurance certificates must be in the form approved by the Texas Attorney General, a sample of which follows this page.

Insurance Certificates must:

- (a) be submitted the Subrecipient;
- (b) **prominently display "Subrecipient Contract No. \_\_\_\_\_"**
- (c) **Name the Subrecipient** and the General Land Office as an additional insured.

**Failure to submit required insurance forms as instructed may significantly delay the start of work under the Contract.**



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
05/19/2020

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

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

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center	
	<b>PHONE (A/C No. Ext):</b> 1-877-945-7378	<b>FAX (A/C No.):</b> 1-888-467-2378
	<b>E-MAIL ADDRESS:</b> certificates@willis.com	
<b>INSURED</b> HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Liberty Mutual Fire Insurance Company	
	<b>INSURER B:</b> Ohio Casualty Insurance Company	
	<b>INSURER C:</b> Liberty Insurance Corporation	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** W16483635**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	TB2-641-444950-030	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Deductible: \$100,000						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						\$
A	<b>AUTOMOBILE LIABILITY</b>	Y	Y	AS2-641-444950-040	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> Comp/Coil <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY Ded. \$1,000						\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y	Y	EUO (21) 57919363	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A	Y	WA7-64D-444950-010	06/01/2020	06/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Workers Compensation Deductible - \$250,000

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract. Umbrella/Excess policy is Follows Form over General Liability, Auto Liability and Employers Liability.

**CERTIFICATE HOLDER****CANCELLATION**

For Information Only

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

AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 19631312

BATCH: 1684684

## REQUIRED CONTRACT PROVISIONS (CONTRACTS USING FEDERAL FUNDS)

*Italics – Explanatory; NOT CONTRACT LANGUAGE*

THRESHOLD	PROVISION	CITATION
None	H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMS guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Camp., p. 189) and 12689 (3 CFR Part 1989 Camp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i) {11}))
>\$10,000	<p><i>B) All contracts in excess of \$10, 000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.</i></p> <p><u>Termination for Cause:</u></p> <p>If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement. The City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City/County and become the property of the City/County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.</p> <p>Notwithstanding the above. The Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.</p> <p><u>Termination for Convenience of the City/County:</u></p> <p>City/County may at any time and for any reason terminate Contractor 's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.</p> <p>Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City/County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment.</p>	2 CFR 2:00 APPENDIX II (B)

<p>&gt;\$50,000</p>	<p><b><i>(A) Contracts for more than \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.</i></b></p> <p>Use the following language for contracts &gt; \$50,000:</p> <p><b><u>Resolution of Program Non-compliance and Disallowed Costs:</u></b></p> <p>In the event of any dispute, claim, question, or disagreement - arising from or relating to this agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter IS not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p><b><i>Equal Opportunity Clause for Construction Contracts &gt; \$10K, including administration &amp; engineering contracts associated with construction contracts.</i></b></p>		
<p>≥\$10,000</p>	<p>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60 all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the Equal Opportunity. Clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part. 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity, "and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p><b><u>§60-1.4(b) Equal opportunity clause:</u></b></p> <p><i>(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</i></p> <p><i>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract loan, insurance, or guarantee, the following equal opportunity clause:</i></p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places. Available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p>	<p>41 CFR §60-1.4 (b) and 2 CFR 200 APPENDIX II (C)</p>



- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This Provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence Immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant

	<p>orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24 , 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order . In addition, the applicant agrees that if it fails or refuses to comply with these undertakings. the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan. insurance. guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11. 2015]</p>	
--	--	--

## CONSTRUCTION CONTRACTS

<p>&gt;\$2,000 for Davis Bacon and Copeland "Anti-Kickback" Act; &gt;\$100,000 for Contract Work Hours and Safety Standards Act</p>	<p><i>Federal labor standards provisions include:</i></p> <ol style="list-style-type: none"> <li>1. <i>Davis Bacon Act (40 U.S.C. 3141 et seq) as supplemented by DOL regulations (29 CFR part 5);</i></li> <li>2. <i>Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3): and</i></li> <li>3. <i>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq)</i></li> </ol>	
---	---	--

>\$2,000	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland Anti-Kickback" Act (18 U.S.C. 874: 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3)</i></p> <p>(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act 40 U.S.C. 3141-3144 and 3146-3148 as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback " Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency</p>	2 CFR 200 APPENDIX II (D)
≥\$100,000	<p>(E) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p>	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
>\$100,000	<p>(F) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	2 CFR 200 APPENDIX II (E)
>\$150,000	<p>(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	2 CFR 200 APPENDIX II (G)



**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Certificate Number:

Date Filed:

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.** ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath



# **TEXAS GENERAL LAND OFFICE**

## **ENGINEERING**

### **SCOPE OF WORK**

SCOPE OF SERVICES REQUESTED .....	2
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS .....	2
ENGINEERING SERVICES .....	6

## **SCOPE OF SERVICES REQUESTED**

Providers will help the GLO fulfill State and Federal Community Development Block Grant Disaster Recovery ("CDBG-DR") statutory responsibilities related to disaster recovery for presidentially declared disasters in Texas. Providers will assist the GLO and grant recipients in the completion of CDBG qualified housing or nonhousing projects. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO. Providers will be bound to specific terms and conditions found in the sample general terms and conditions.

## **DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS**

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

### **General Requirements**

- (a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO. regarding project design services.
- (b) Provide monthly project status updates.
- (c) Funding release will be based on deliverables identified in the contract.

### **Initial Engineering and Design Support**

Respondents will be required to show the ability to provide all the Engineering services described below:

- (a) Assist with the development of grant applications, as necessary.
- (b) Provide all project information necessary to ensure timely execution of the environmental review.
- (c) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
  - i. Cross sections/elevations
  - ii. Project layout/staging areas

- iii. General notes
  - iv. Special notes
  - v. Design details
  - vi. Specifications
  - vii. Utility relocation designs
  - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
  - ix. Required permits
  - x. Quantities
  - xi. Estimate of construction costs to within +/- 25%
  - xii. Schedules for design, permitting, acquisition and construction
- (d) Design surveying, topographic and utility mapping.
- (e) Perform subsurface explorations for project sites, as necessary.
- (f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
- (g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
- (h) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- (i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
- (j) Prepare plans and profiles, including vertical design information for the selected alternative.
- (k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
- (l) Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the City to facilitate the project, preparing right of way surveys and/or property boundary maps and legal

descriptions of parcels to be acquired.

- (m) Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on GLO guidance.

### **Engineering and Final Design Support**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

- (a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:
- i. Cross sections/elevations
  - ii. Project layout/staging areas
  - iii. General notes
  - iv. Special notes
  - v. Design details
  - vi. Specifications
  - vii. Utility relocation designs
  - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
  - ix. Required permits
  - x. Quantities
  - xi. Estimate of construction costs to within +/- 20%
  - xii. Schedules for design, permitting, acquisition and construction
- (b) Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.
- (c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- (d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or

files associated with the completed design documents.

- (e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

### **Bid and Award Support**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

- (a) Submit appropriate items and support subrecipient in the development of complete bid package.
- (b) Prepare and assist subrecipient in the advertisements for bid solicitation.
- (c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).
- (d) Attend and support subrecipient at pre-bid conference and bid opening.
- (e) Support subrecipient with ongoing communication during bid process.
- (f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.
- (g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.
- (h) Support subrecipient in the conducting of a preconstruction conference.

### **Contract Management and Construction Oversight**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

- (a) Ensure delivery of subrecipient project in accordance with contract.
- (b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.
- (c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.
- (d) Provide periodic and final inspections and tests reports, as required for the project.
- (e) Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or subrecipient.

- (f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.
- (g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.
- (h) Obtain independent cost estimates for validation purposes, as required.
- (i) Review and respond to requests for information/clarification.
- (j) Support subrecipient with issue identification and claims resolutions.
- (k) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.
- (l) Develop a final “as built” report of quantities, drawings, and specifications.
- (m) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
- (n) Deliver “as-built” drawings to the subrecipient within 30 days of project completion.
- (o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
- (p) Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.
- (q) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
- (r) Submit all final invoices within 60 days after contract or work order expiration.

### **Specialized Services**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

- (a) Provide Geotechnical Investigations as may be required for a project.
- (b) Provide Detailed Surveying as may be required for a project.
- (c) Provide Site Specific Testing as may be required for a project.
- (d) Provide Archeological Studies as may be required for a project.
- (e) Provide Planning Studies as may be required for a project.



- (f) Provide Feasibility Studies as may be required for a project.
- (g) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).
- (h) Provide Phase I and Phase II environmental site assessments as requested.

**Council Agenda Item Cover Memo**

**10/26/2020**

**Date of Meeting**

**To: Mayor and City Council**

**Agenda Item:**

**Discuss and take possible action on the Engineer's Report**

**SUMMARY/BACKGROUND (WHY):** The City has requested that updates to current projects be summarized in an Engineer's Report. The Engineer's Report for this month includes updates to the Surrey Oaks Lane Project, the Beinhorn Road Project, the Wilding Lane Project, the 2020 Paving Project, Chuckanut, other various maintenance projects, and future projects.

**STAFF RECOMMENDATION:** \_\_\_\_\_  
\_\_\_\_\_

---

---

**ESTIMATED COST:**   N/A   **FUNDING SOURCE:** \_\_\_\_\_

**CURRENT BUDGETED ITEM:** YES ☐ NO ☐ **EMERGENCY REQUEST:** YES ☐ NO ☒

---

---

**PREPARED BY:** Joe Moore

**ATTACHMENTS:** Yes



## **Engineer's Status Report**

City of Piney Point Village

HDR Engineering, Inc.

City Council Meeting Date: October 26, 2020

### **CURRENT PROJECTS**

#### **1. Surrey Oaks Paving & Drainage Improvements**

RAC has completed a majority of the walkthrough punch list items but a few items still remain, including a driveway birdbath and the contractor's as-built markups. HDR has requested that these items be addressed prior to project closeout documents being reviewed and processed. It is expected that the remaining issues will be resolved shortly and the project will be officially closed out in the next week or two.

#### **2. Beinhorn Drainage & Sidewalk Improvements Project**

The project is substantially complete. HDR has completed the final walkthrough with the Contractor and has compiled a punch list with items for the Contractor to address.

##### **City-wide Sidewalk Repairs/Replacement**

T-Construction has completed the sidewalk replacement work on North and South Piney Point Road and is currently working on the sidewalk along Memorial Drive westbound from Blalock to Heritage Oaks. A second crew is working on the sidewalks along San Felipe westbound between Kinkaid School Road and Memorial Drive. The remaining locations for sidewalk repairs are along the eastbound and northbound lanes of Memorial Drive and along Blalock Road.

T-Construction originally requested 30 days to complete all of the sidewalk replacement work, but is now requesting an additional 30 days. As requested from HDR, the Contractor has submitted a schedule to complete the remaining repairs within the additional 30 days.

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

HDR has sent the contract documents for this project to TR Grace who is working to execute the documents and prepare all required bonding. Once the contracts have been executed, HDR will begin scheduling pre-construction meetings with TR Grace and a town hall meeting with the residents on the street.

#### **4. Chuckanut Lane**

Council previously approved a quote from T-Construction to regrade the ditch on the north side of the east and west portion of Chuckanut Lane. This includes the removal of the 18-inch culvert towards the east end of the ditch. HDR issued a Notice to Proceed for the work, but the Contractor has not started construction. T-Construction is currently performing the sidewalk repairs throughout the City and will schedule the ditch regrading work when a crew is available.



Council also previously approved a quote from On-Par Civil Services to regrade the ditch in the drainage easement along the south side of 239 Piney Point Road. The quote included the installation of one joint of 24-inch pipe from the existing Type E inlet at N. Piney Point Road and daylighting into the ditch to collect runoff from the ditch. After the Contractor reported that the work was completed, HDR inspected the site and found standing water in the ditch. HDR will work with the Contractor to resolve this issue.

**5. 2020 Paving Improvements**

Four bids were received and opened on Thursday, October 15<sup>th</sup>. A Letter of Recommendation for Contract Award will be presented in a separate agenda item. The anticipated schedule of activities going forward is as follows:

- Contract Award and Execution: November 2020
- Pre-Construction Meeting: Late November 2020
- Start of Construction: December 2020
- Construction Completion: February 2021

**6. Summerhill and Chuckanut Ditch Regrading**

Council previously approved quotes from Camino Services to regrade the ditch in the drainage easement at 11510 Summerhill Lane and at 16 and 8 Lacewood Lane. The Contractor anticipates the completion of the ditch regrading in both locations on Friday, October 23<sup>rd</sup>.

**FUTURE PROJECTS**

**7. Texas General Land Office (TGLO) - Community Development Block Grant Mitigation Action Plan (CDBG-MIT)**

The draft (substantially complete) grant application was posted on the City website and made available at City Hall for public viewing and comment on Friday, October 9<sup>th</sup> and the public comment period ended on Friday, October 23<sup>rd</sup>. HDR and CSRS (grant administrator) have been working on the grant application along with preparing supplemental information for the Blalock drainage project, including the Citizen Participation Plan, an Opinion of Probable Construction Costs, and a hydraulic model for the project interim condition (storm sewer from Buffalo Bayou to Quail Hollow with a restrictor). A separate agenda item has been included in the Council agenda packet to authorize the submission of the grant application and a contract with HDR for professional engineering services for the CDBG-MIT program.



## 8. Additional Future Projects:

At Council's request, HDR has identified multiple projects for the City to consider performing. The Master Drainage Study identified several drainage projects. Multiple cul-de-sac streets stemming off of the larger drainage projects the City has completed are good candidates for future drainage improvements projects as further outlined in the Master Drainage Study Update. An additional drainage project is the replacement of the 96-inch CMP along S. Piney Point Road.

### Drainage Improvements Projects:

The Master Drainage Study identified several drainage improvements projects. The City has already begun design on Wilding Lane and construction on Beinhorn Road, two projects identified in the Master Drainage Study. The additional list of projects as identified in the study are as follows:

**Table 11 – Projects with No Detention Required**

PROJECT DESCRIPTION	PROJECT CONSTRUCTION COST
Beinhorn Road (Southside)	\$ 610,390.00
Wilding Lane	\$ 1,141,135.00
Chuckanut Lane	\$ 388,215.00
N. Country Squire	\$ 322,400.00
S. Country Squire	\$ 340,210.00
Country Court	\$ 129,125.00
Memorial Drive (S. Country Squire to Wickline Ravine)	\$ 205,175.00
Tokeneke Trail to Claymore Road	\$ 172,935.00
Shadow Way	\$ 547,430.00
Total	\$ 3,857,015.00

**Table 12 – Projects with Detention Required**

PROJECT DESCRIPTION	PROJECT CONSTRUCTION COST
Blalock Road (east and west systems)	\$ 14,458,600.00
Lacewood Lane	\$ 803,010.00
Memorial Drive (Country Court to Tynewood Ditch)	\$ 630,475.00
Wilding Lane Bypass (Bothwell Way, Holidan Way, Wilding Lane)	\$ 1,773,400.00
Total	\$ 17,665,485.00

### Paving Improvement Projects:

In 2018 the City performed an update to the Street Condition Assessment Document which assigned a rating to each public street in the City. The following list was prepared based on the ratings provided in that document:

- Memorial Drive from San Felipe to Greenbay (Asphalt)
  - Multiple point repairs are included in the 2020 Paving Improvements Project to address more immediate potholes and cracking along the street.



- OPCC Asphalt Reclamation - \$933,500
- OPCC Concrete Pavement - \$2,292,420
- S. Piney Point Road (Asphalt)
  - Multiple point repairs are included in the 2020 Paving Improvements Project to address more immediate potholes and cracking along the street.
  - OPCC Asphalt Reclamation - \$528,450
  - OPCC Concrete Pavement - \$1,079,315
- Lanecrest (Asphalt)
- North and South Country Squire (Concrete)
- Crack Sealing on Various Streets

#### **9. Current Anticipated Piney Point Project Schedules:**

*The following is a summary of anticipated project schedules for projects in various phases throughout the City. Please be aware that the schedules are approximate and subject to the weather, utility company reviews, City and County reviews, and other unforeseen circumstances that may develop as each project progresses. HDR will submit an updated schedule with each engineer's report.*

- **Surrey Oaks Paving & Drainage Improvements**
  - Anticipated Schedule –
    - Contractor Reported Completion Date – August 18, 2020
- **Beinhorn Drainage & Sidewalk Improvements Project**
  - Anticipated Schedule –
    - Construction Notice to Proceed – March 9, 2020
    - Construction Completion Date – October 14, 2020
- **Wilding Lane Drainage & Paving Improvements Project**
  - Anticipated Schedule –
    - Pre-Construction Meeting: late-October
    - Townhall Meeting: Early November
    - Start of Construction: Mid to late-November
- **2020 Paving Improvements Project**
  - Anticipated Schedule –
    - Present Letter of Recommendation to Council: Monday, October 26, 2020
    - Contract Awards and Execution: November 2020
    - Construction Notice to Proceed: December 2020
    - Construction Completion: February 2021

**MINUTES  
THE CITY OF PINEY POINT VILLAGE  
REGULAR COUNCIL MEETING  
MONDAY, SEPTEMBER 28, 2020**

**THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE MET IN A REGULAR MEETING ON MONDAY, SEPTEMBER 28, 2020 AT 6:30 P.M. VIA ZOOM TO DISCUSS THE AGENDA ITEMS LISTED BELOW.**

**Join Zoom Meeting  
Meeting ID: 884 841 6839  
Passcode: 378690901**

**Dial by your location  
+1 346 248 7799 US (Houston)**

**One tap mobile  
+13462487799,,8848416839#,,,,,0#,,3786960901# US (Houston)  
+16699006833,,8848416839#,,,,,0#,,3786960901# US (San Jose)**

**Find your local number: <https://us02web.zoom.us/j/kevN6YBvUA>**

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

**ABSENT COUNCIL MEMBERS:** Joel Bender

**CITY STAFF:** Roger Nelson, City Administrator; Karen Farris, City Secretary; Annette Arriaga, Director of Planning & Development; David Olson, City Attorney; Joe Moore, City Engineer

**DECLARATION OF QUORUM AND CALL TO ORDER**

Mayor Kobelan called the meeting to order at 6:32 p.m.

Due to a temporary connectivity issue with Zoom, Mayor Kobelan moved the Executive Session to the beginning of the Council Meeting.

- 15. EXECUTIVE SESSION:** The City Council adjourned into closed executive session pursuant to Section 551.071 of the Texas Government Code (CONSULTATION WITH ATTORNEY), regarding (1) pending litigation, specifically the Khan v. Zoning Board of Adjustment lawsuit and the Memorial Village Police Department EEOC complaint; and regarding (2) matters in which the duty of the City Attorney require to be discussed in closed session under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas.

Council adjourned into a closed session at 6:33 p.m.

Council reconvened into open session at 6:48 p.m.



**16. Action outside of Executive Session**

No formal action taken

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

The following Citizens addressed Council via Zoom:

- Cub Scouts: David Bain, the Den Leader for the Webelos Pack 641, Chapelwood was present via Zoom along with several den members. Mr. Bain explained the Webelos are learning about citizenship and city leadership; and explained how the Webelos are getting involved and giving back to the community.
- Lauren Read of 11502 Habersham Lane informed Council that her home backs up to St. Francis. She asked Council if it would be possible for the City to contact St. Francis regarding the excessive noise created by their roof top A/C units. Council requested Roger Nelson, City Administrator to contact and advise St. Francis of this complaint that needs to be addressed.
- Charlotte Orr of 24 Farnham Park Dr. stated her concern was regarding vacant and abandoned homes, specifically at 15 Farnham Park Dr. and 17 Farnham Park Dr that have been abandoned since Hurricane Harvey. The City will discuss with the City Attorney.
- Mr. Trevor Talbert, Chief Operating Officer of T.R. Grace & Company introduced himself to Council; however, this is on the Agenda as Item #10 regarding the Award of the Wilding Lane Drainage and Paving Improvements Project.

Mayor Kobelan moved Agenda Item #10 before Agenda Item #1.

**10. Discuss and take possible action on Letter of Recommendation for Award of Wilding Lane Contract**

The City Attorney recommended tabling this item for further discussion between all involved. Council Member Dodds made a motion to table the decision on the Wilding Lane Drainage and Paving Improvements Project. Council Member Thompson seconded the motion and it passed unanimously. This item will be tabled to next month.

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

Chief Schultz presented the August Monthly Report. The report included the following:

- Budget has been expended at 64%
- Each Village can expect a rebate at the end of the fiscal year
- Continue to work with FEMA on reimbursement from COVID-19
- All personnel completed a Policy review and discussion on the Use of Force
- 1 employee was out due to COVID-19 in August

- Officers responded to a suicide
- Complaint via email regarding an arrest on an outstanding warrant was unsubstantiated
- Preparations in anticipation of Hurricane Laura
- Warrant Purge
- MVPD took delivery of 3 new Dodge Durango vehicles

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

Commissioner Nash updated Council on activities at the Village Fire Department.

- There has been an increase in suicides in Piney Point versus previous years. The VFD continues to monitor and offer counseling services to employees.
- There is one employee that is contemplating retirement after showing signs of fatigue due to previous illness with the COVID-19 earlier in the year.
- The VFD is on budget.
- The VFD is considering adding an additional employee above the number of authorized employees to assist with overtime management.
- To fund the renovation of the fire station they are considering using the ambulance fund that was collected this year and to be collected next year and any other revenue and apply to the Building Fund. Cities may need to provide additional funds to pay for the renovation.
- There have been several fallen trees

**3. Discuss and take possible action on Arbor Day**

Cary Moran was present and announced that the Piney Point Arbor Day Celebration will be on Saturday, October 24<sup>th</sup> at Ecclesia from 10 a.m. to noon. This will be the 14<sup>th</sup> Arbor Day for Piney Point. On Arbor Day there will be 30 trees given away. The trees will come from Bill Bounds Nursery. The cost is \$12.50 per tree. The total cost including delivery is \$475. Cary also suggested if Mr. Bain, the Den Leader of the Cub Scouts was still listening, she could use the help from the Cub Scouts. Mr. Bain was still listening and said the Cub Scout Troop would be happy to volunteer on Arbor Day. Any trees left over from the Arbor Day Celebration will be planted in various locations in Piney Point.

Cary also explained that the ground is very soft from the rain and it is not unusual for trees to fall.

Cary added to control moths and caterpillars' residents can purchase a 2-step program treatment from Cornelius Nursery that treats for moths and caterpillars.

**4. Discuss and take possible action on Memorial Drive Elementary School Committee Appointment**

Council discussed a Community Representative for the Campus Improvement Team at Memorial Drive Elementary. Council Member Thompson volunteered, if selected, to be a Community Representative on the Campus Improvement Team at Memorial Drive Elementary.

**5. Discuss and take possible action on City website discussion**

There was discussion regarding improving the website. Areas of concern were Municipal Court and tickets, permit information, adding Zoom Meeting information to the City Calendar for Council Meetings, general information for residents and providing a dedicated email for residents to make comments, and for questions and answers to the City Administrator. Council Member Kollenberg and Council Member Bender will form a committee dedicated to improving the website.

**6. Discuss and take possible action on contract with CSRS for Professional Services**

This item was to approve the contract with CSRS, Inc. for the Grant Administrator for the CDBG-MIT services. Council Member Kollenberg made a motion to authorize the Mayor Kobelan to execute the Master Services Agreement between the City of Piney Point Village and CSRS, Inc. Council Member Dodds seconded the motion and it passed unanimously.

**7. Discuss and take possible action on the Bright Landscape Designs Proposal for Memorial Drive East of Blalock Road**

Mayor Kobelan explained the Bright Landscape Proposal is for Memorial Drive, at the esplanade east of Blalock. Council Member Thompson made a motion to approve the Bright Landscape Estimate for the esplanade on Memorial Drive, east of Blalock. Council Member Dodds seconded the motion and it passed unanimously.

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

- August 2020 Financials

Roger Nelson, the City Administrator announced that the Code Enforcement Officer, Bob Rivas resigned. Roger is actively looking for a replacement and should have someone next month to introduce to Council.

**9. Discuss and take possible action on Quotes for Chuckanut South easement ditch regrading**

The City has previously discussed the drainage issues on Chuckanut Lane. HDR obtained quotes for ditch regrading along the drainage easement at 239 North Piney Point Road. The quotes include the regrading of existing ditches, relocating a cleanout, removing, and replacing the Type E Inlet top that the ditch is currently draining to, and installing one joint to tie into the existing Type E Inlet. Council Member Kollenberg made a motion to approve the quote from On-Par Civil Services for \$10,518.60. Council Member Dodds seconded the motion and it passed unanimously.

**Agenda Item #10 Discuss and take possible action on Letter of Recommendation for Award of Wilding Lane Contract was moved before Agenda Item #1**

**11. Discuss and take possible action on Authorization for Construction Management and Construction Observation tasks in HDR's Wilding Lane Proposal**

There was discussion regarding the Amendment to Fee Proposal for Professional Engineering Services for Reduced Scope of Work for Site Observation for the Wilding Lane Drainage and Paving Improvement Project. This item is related to Agenda Item #10 the Wilding Lane Drainage and Paving Improvement Project Contract. Council Member Kollenberg made a motion to table Authorization for Construction Management and Construction Observation tasks for the Wilding Lane Proposal. Council Member Thompson seconded the motion and it passed unanimously. This Agenda Item was tabled to next month.

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

There was discussion regarding the rainfall and drainage. Cary Moran will ask Felix about cleaning out under the bridge at Tynewood.

The City Engineer updated Council on the CDBG-MIT. HDR has submitted existing Master Drainage Studies, exhibits and Opinions of Probable Project Costs to CSRS, the grant administrator, for their review. CSRS is working to prepare a feasibility analysis of the proposed Blalock Project. A schedule of upcoming grant application activities has been completed but is subject to vary as the application process progresses.

The City Engineer reported that T Construction had under bid the illuminated crosswalk sign on the Beinhorn Project. On the bid the amount of \$1,500 was indicated instead of \$15,000. T Construction is asking the City to make an adjustment so that it will cover the actual cost of the installation of the system without T Construction making a profit. Council Member Kollenberg made a motion to authorize the City Engineer to discuss with T Construction (1) Indicate to T Construction that the City is inclined to grant at closeout, and (2) the City of Hedwig will pay one half. Council Member Herminghaus seconded the motion and it passed unanimously.

**13. Discuss and take possible action on the Minutes of the August 24, September 8, and September 14, 2020 Council Meetings.**

Council Member Herminghaus made a motion to accept the Minutes of the August 24, 2020, the September 8, 2020, and the September 14, 2020 Council Meetings. Council Member Thompson seconded the motion and it passed unanimously.

**14. Discuss and take possible action on any future agenda items, meeting dates, etc.**

- T.R. Grace & Company Meeting
- Zoom Meeting requirements, rules, and guidelines
- Memorial Drive Elementary construction discussion

**Agenda Item #15 EXECUTIVE SESSION, and Agenda Item #16 Action outside of Executive Session was moved before Citizen Wishing to Address Council**

**17. Adjourn**

Council Member Dodds made a motion to adjourn. Council Member Thompson seconded the motion and it passed unanimously and the meeting adjourned at 8:21 p.m.

**PASSED AND APPROVED this 26th day of October 2020**

---

**Mark Kobelan**  
**Mayor**

---

**Karen Farris**  
**City Secretary**

**MINUTES  
THE CITY OF PINEY POINT VILLAGE  
SPECIAL COUNCIL MEETING  
MONDAY, OCTOBER 6, 2020**

**THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE MET IN A SPECIAL MEETING ON MONDAY, OCTOBER 6, 2020 AT 5:30 P.M. IN PERSON AT PINEY POINT CITY HALL AND VIA ZOOM TO DISCUSS THE AGENDA ITEMS LISTED BELOW.**

**Zoom Meeting ID: 858 7689 2671  
Passcode: 3786960901**

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

**CITY STAFF:** Roger Nelson, City Administrator; Karen Farris, City Secretary; Annette Arriaga, Director of Planning & Development; David Olson, City Attorney; Joe Moore, City Engineer

**DECLARATION OF QUORUM AND CALL TO ORDER**

Mayor Kobelan called the meeting to order at 5:30 p.m.

**PLEDGE OF ALLEGIANCE**

- 1. Discuss and take possible action on the award of the Wilding Lane Construction contract.**

The City Engineer provided a summary regarding this item. At the last Council Meeting it was decided to table this item due to the City's concerns. There was discussion regarding contractor references, other commitments, subcontractors, and the public relations aspect of the project. The contractor did submit the low bid but lacked experience in residential areas and in municipalities. A meeting was held between the City and the Contractor to discuss the concerns, to learn more about the contractor's experience, provide the City's expectations, and the opportunity for the contractor to present their approach to the project. Council Member Kollenberg made a motion to authorize the Mayor to execute the contract based upon the City Engineer approving the asphalt subcontractors and anything else the City Engineer and the Mayor deem is relevant. Council Member Herminghaus seconded the motion and it passed unanimously.

There were comments/questions from 2 residents:

John wanted to know the width of the street. The width of the street is 18 feet wide with 2 feet of asphalt on each side.

Susan wanted to know about the options for 2 the feet on each side being either stone or asphalt. Mayor Kobelan explained the bid provides for both options. Neighbors should discuss with each other what they prefer.

**2. Discuss and take possible action on the Authorization for Construction Management and Construction Observation tasks in HDR's Wilding Lane Proposal.**

Council previously approved a portion of HDR's proposal for Professional Engineering Services for the Wilding Lane Drainage and Paving Improvements Project. Council requested that HDR present the proposal for the same project for the Professional Engineering Services to provide Construction Management, Materials Testing, and Construction Observation Phase Services during construction. Council Member Bender made a motion to approve the Construction Management, the full time Site Observation, and Construction Materials for the sum of \$268,900. Council Member Dodds seconded the motion and it passed unanimously.

There was discussion about a future Town Hall Meeting or street meeting for the Wilding Lane Project.

**3. Adjourn**

Council Member Bender made a motion to adjourn. Council Member Thompson seconded the motion and it passed unanimously. The meeting adjourned at 5:56 p.m.

**PASSED AND APPROVED this 26th day of October 2020**

---

**Mark Kobelan**  
**Mayor**

---

**Karen Farris**  
**City Secretary**