# CITY OF PINEY POINT VILLAGE CITY COUNCIL

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



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

Robert Pennington, City Administrator David Olson, City Attorney

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

# THE CITY OF PINEY POINT VILLAGE REGULAR COUNCIL MEETING MONDAY, JANUARY 22, 2024 6:00 PM

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE WILL HOLD A REGULAR COUNCIL MEETING ON MONDAY, JANUARY 22, 2024, AT 6:00 P.M. AT ECCLESIA CHURCH, 325 PINEY POINT ROAD, HOUSTON, TEXAS 77024, TO DISCUSS THE AGENDA ITEMS LISTED BELOW.

- I. DECLARATION OF QUORUM AND CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. CITIZENS WISHING TO ADDRESS COUNCIL 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 inquires about a subject that is not explicitly identified on the agenda, a member of the Council or a Staff Member may only respond by stating specific factual information or reciting existing policy. The City Council may not deliberate or vote on the non-agenda matter.

### IV. NEW BUSINESS

- 1. Hear and consider possible action regarding the progress report on construction and traffic management under the Special Use Permit of Saint Francis Episcopal Church.
- 2. Consideration and possible action on the Memorial Villages Police Department Monthly Report.
- 3. Consideration and possible action on the Village Fire Department Monthly Report.
- 4. Consideration and possible action on the monthly report presented by the Mayor.
- 5. Consideration and possible action on the City Administrator's Monthly Report, including but not limited to:
  - a) Financial Related Items
    - i. Financial Report December 2023.
    - ii. Property Tax Report.
    - iii. Quarterly Investment Report December 2023.
    - iv. Disbursements (greater than \$10,000).
    - v. TCO Reimbursements.
  - b) Contract for Temporary Office Space at 325 Piney Point Road.
  - c) Signage for Greenbay Crosswalk.
  - d) Update on Current Specific Use Permit Projects.

CITY OF PINEY POINT VILLAGE COUNCIL AGENDA

6. Consideration and possible action on a resolution to designate the official newspaper of the city for 2024.

- 7. Consideration and possible action on a resolution adopting the annual financial investment policy and investment strategy of the city for 2024.
- 8. Consideration and possible action on recommended annual adjustments to the accounts payable process of the city for 2024.
- 9. Consideration and possible action to accept quotes for point repairs to South Country Squire storm sewer and re-grade Green Oaks Drive drainage.
- 10. Consideration and possible action to accept a quote from Uretek for Dana Lane pavement lifting.
- 11. Consideration and possible action for revisions and clarifications of the city drainage and as-built criteria.
- 12. Consideration and possible action on the Engineer's Report.
- 13. Consideration and possible action on approval of the Regular Session Meeting Minutes held on December 18, 2023.
- 14. Consideration and possible action on approval of the Special Session Meeting Minutes held on January 10, 2024.
- 15. Discuss and consider possible action on any future agenda items, meeting dates, and similar matters.

### V. EXECUTIVE SESSION UNDER TEXAS GOVERNMENT CODE

- 16. The City Council will now hold a closed executive meeting pursuant to the provision of Chapter 551, Texas Government Code, in accordance with the authority contained in:
  - a) Section 551.071- Consultation with City Attorney.
  - b) **Section 551.072-** Real Estate Property.
  - c) **Section 551.074-** Personnel Matters, specifically to deliberate the duties of the City's Commissioner to the Village Fire Commission.
  - d) Reconvene into an open session.
- 17. Consideration and possible action on items discussed in the Executive Session.

### VI. ADJOURNMENT

### **CERTIFICATION**

I certify that a copy of the January 22, 2024, 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 January 19, 2024.

Robert Pennington

City Administrator / City Secretary



CITY OF PINEY POINT VILLAGE COUNCIL AGENDA

In compliance with the Americans with Disabilities Act, the City of Piney Point Village will provide reasonable accommodations for persons attending City Council meetings. This facility is wheelchair-accessible, and accessible parking spaces are available. To better serve you, your requests should be received 48 hours before the meeting. Please contact Robert Pennington at 713-230-8703. The City Council reserves the right to adjourn into a Closed Executive Session at any time under the Texas Government Code, Section 551.071 to consult with an attorney.

FROM: R. Pennington, City Administrator

MEETING DATE: January 22, 2024

SUBJECT: Hear and consider possible action regarding the progress report on

construction and traffic management under the Special Use Permit of Saint

Francis Episcopal Church.

### Agenda Item: 1

This agenda item pertains to a report by SFEC regarding the construction and traffic management under the Special Use Permit of Saint Francis Episcopal Church. The Parish Hall Project, which involves the construction of a two-story building with a total area of approximately 24,000 square feet, covered walkways, a breezeway, a parking lot, drainage improvements, trees, irrigation, and landscaping has faced significant delays. The Specific Use Permit (SUP) for the project was approved by the City of Piney Point Village on April 4, 2022.

As the project nears completion, some unresolved matters in the as-built plan require immediate attention from the developer and SFEC. The city engineer has provided feedback that necessitates the inclusion of specific details related to drainage structures, as well as the identification and addition of missing drainage structures that have already been built.

Residents are currently facing traffic-related problems due to delays and require immediate relief. To alleviate the current backup, SFEC plans to open the new parking lot currently fenced off. An additional officer will be employed to improve traffic flow during pick-up and drop-off times.

During the 1/17/24 meeting, SFEC representatives pledged to alleviate traffic and complete all outstanding construction-related work.

### **Attachments:**

Letter regarding ongoing concerns. SUP Ordinance (adopted draft).

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Robert Pennington, City Administrator
David Olson, City Attorney

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

January 4, 2024

St. Francis Episcopal Church 345 Piney Point Rd, Houston, TX 77024

Re: On-going facility construction at 345 Piney Point Road

Dear Stuart Bates,

I am writing to inform you that there has been a significant delay in the construction of the Parish Hall Project, which involves constructing a two-story building with a total area of approximately 24,000 square feet, covered walkways, a breezeway, a parking lot, drainage improvements, trees, irrigation, and landscaping. The City of Piney Point Village approved the Specific Use Permit (SUP) for the project on April 4, 2022.

As the project nears completion, some unresolved matters in the as-built plan require immediate attention. Feedback provided by the city engineer, HDR, demands the inclusion of specific details related to drainage structures, as well as the identification and addition of missing drainage structures that have already been built.

The delay has negatively impacted neighboring residents, causing traffic congestion to worsen. These residents are suffering and demanding immediate relief. We urge you to take action to improve the traffic queuing to prevent backup onto Piney Point Road. Utilizing the existing expansion parking lot to eliminate the current backup would be helpful. Additionally, we request an additional officer to improve traffic flow during pickup and drop-off times.

It is crucial to complete construction before the start of the spring school year. If it cannot be achieved, we must take immediate action to finalize the project without further delay. The city will demand compensation for the drainage reviews that have gone beyond the original permit fees. Furthermore, if traffic management cannot be accomplished, the city will enforce the addition of a traffic officer at the expense of St. Francis Episcopal Church.

Thank you for your prompt attention to this matter.

Sincerely,

Robert Pennington City Administrator

# ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF PINEY POINT VILLAGE, TEXAS, IN ACCORDANCE WITH DIVISION 4 OF ARTICLE II OF CHAPTER 74 OF CITY'S CODE OF ORDINANCES, ESTABLISHING AND APPROVING ISSUANCE OF A SPECIFIC USE PERMIT FOR THE DEMOLITION OF CERTAIN IMPROVEMENTS, CONSTRUCTION OF A NEW PARISH HALL FACILITY AND RELATED IMPROVEMENTS, AS **DRAINAGE** WELL AS CERTAIN IMPROVEMENTS, REPLACEMENT AND PLANTING, FLATWORK, **DRIVEWAY** REPLACEMENT, PLAYGROUND EQUIPMENT RELOCATION, AND A NEW MONUMENT SIGN, ALL ON THE ST. FRANCIS EPISCOPAL CHURCH TRACT: REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

\* \* \* \* \* \* \* \* \*

WHEREAS, the City of Piney Point Village (the "City") finds it to be in the best interest of the health, safety, and welfare of its citizens to approve the following improvements on the St. Francis Episcopal Church Tract subject to certain conditions; now, therefore,

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

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

Section 2. The City hereby establishes and approves issuance of a specific use permit, as outlined by the terms of this Ordinance, to permit the demolition of certain improvements, construction of a new Parish Hall facility and related improvements, as well as certain drainage improvements, tree replacement and planting, flatwork, driveway replacement, playground equipment relocation, and a new monument sign (collectively called the "Improvements") on the St. Francis Episcopal Church Tract ("Tract"). Such Improvements are further described under the

Project (Parish Hall, Related Improvements, and other Improvements) description below, as well as identified in the Detailed Scope of Work and Plans attached hereto as **Exhibit A** and made a part of this Ordinance hereof. City Council approval of the proposed Improvements provided for in this Ordinance is subject to adherence to the specifications provided for in this Ordinance, obtaining applicable building permits, and other conditions provided for below:

The Project (Parish Hall, Related Improvements and other Improvements)

- 1. Demolition of the Project will include the removal of approximately 33,000 square feet of impervious site flatwork, trees, buildings and associated mechanical, electrical and plumbing work. The demolition plan is attached as part of the Detailed Scope of Work and Plans under Exhibit A and incorporated as part of this Ordinance. St. Francis will demolish all buildings and decking south of the fence line (old fence) before constructing the new fence. The area will be cleaned of debris and the land graded to allow water to flow south from Cheska to St. Francis. Notice of all phases of the demolition will be provided to all property owners adjacent to the St. Francis Tract at least five (5) days prior to any demolition work proceeding on the Tract. St. Francis shall provide fencing around the demolition area to provide security, dust and debris remediation, and visual screening of such area. The demolition area must be sprinkled at all times to mitigate dust and debris from the demolition process. St. Francis shall clean up any dust, debris or other materials on any property, which was directly or indirectly caused by the demolition work.
- 2. Construction of a new Parish Hall facility will be a two-story, approximately 24,000 square foot building, and will be 34.5 feet in height. The first floor will be approximately 15,000 square feet and will consist of a Parish Hall, kitchen, nursery, Guild, vestibule, reception area, offices for the Rector and church staff, restrooms, one elevator, dedicated storage, electrical spaces, and a 600 square foot renovation of existing space where tying into the new construction. The second floor will be approximately 9,000 total square feet, consisting of meeting rooms, restrooms, and dedicated storage and electrical spaces. The new building will be ADA compliant, use the latest building codes, fire sprinkled, constructed with new Type II fire resistive materials, and be energy efficient for electrical, plumbing, air conditioning and heating. The distance between the new Parish Hall facility and South Cheska property lines will be 84.1 feet. In order to meet new security and safety requirements, the new Parish Hall will have defined separation between the school and church facilities, visitors to the church will not use the school entrances, and the new church meeting rooms in the Parish Hall will not be used by the school.

- 3. HVAC equipment for the new Parish Hall will include 4 HVAC Units and 1 Exhaust Fan Unit on the roof of said building that will all be screened with a 6-foot parapet wall. The noise level created by all HVAC equipment and ambient noise on the Tract, as measured from any point along the property line, shall not to exceed 55 dBA during daytime hours (7am – 9pm) and 50 dBA during nighttime hours (9pm – 7am). Once all HVAC equipment has been installed and is fully operational, St. Francis will hire an acoustical engineer to take base line readings of ambient noise and noises created by ambient noise plus the operation of all HVAC equipment. Such readings will be taken at different times of the day and night to determine maximum ambient noise levels plus noises created by the HVAC equipment for both time periods established above. If these readings determine that maximum ambient noise levels plus noises created by the HVAC equipment exceed the "not to exceed" dBA levels provided for above, St. Francis will install sound barriers or take other measures to mitigate the excess noise and lower such levels to be within the "not to exceed" dBA levels. If the City notifies St. Francis of persistent noise levels the City has reason to believe exceeds the foregoing standards, St. Francis and the City will determine if circumstances have changed on the St. Francis campus and/or with the HVAC equipment that might be responsible for any additional noise created by the HVAC equipment. If it is determined that a change in circumstance may have led to an increase in the dBA levels created by the HVAC equipment, St. Francis agrees to have additional noise level readings completed in the same manner as the original base line readings provided for above. After taking such additional noise level readings, if it is determined that the HVAC equipment is creating noise levels in excess of the permitted "not to exceed" noise levels, St. Francis agrees to take the following steps to come within the herein established noise level standards within a reasonable period of time, including but not limited to, taking acoustical measurements, installing additional sound barriers, and replacing older equipment with more sound efficient equipment. Acoustical measurements shall be taken at the property line.
- 4. Lighting shall not be allowed on the second story of the new Parish Hall from 10pm-6am daily. All second story, north-facing windows of new Parish Hall will be improved with both window treatments and film. Window treatments (shades) shall cover the entire length of the window, shall prevent light from escaping beyond the windows when in use, and shall be programmed to automatically close from 8pm-7am daily. Window film shall be installed at least six feet in height from the bottom of the window, and have nontransparent properties that prevent people inside the building from seeing outside. All outdoor lighting on the Tract shall comply with Section 74-245(d), *Outdoor Lighting*, of the City's Code of Ordinances. All lighting associated with the outdoor gym, playground and other outdoor activity space must be equipped with an automatic timer to shut such lighting off no later than 9 pm daily.

- 5. Additional drainage calculations have been added for lots along South Cheska when creating the City-approved drainage plan for the Property. St. Francis will allow for the natural drainage of adjacent property into the drainage swale, which is south of the fence between St. Francis and Cheska, and/or allow for tie-in into the storm drain and/or swale on the Tract. St. Francis will maintain on-site drainage to prevent blockage or backup from debris or other materials and allow water from the Cheska residents' yards to flow south onto the Tract.
- 6. St. Francis shall comply with Chapter 66, *Vegetation*, of the City's Code of Ordinances. A tree disposition plan was submitted and approved by the City. The tree work on site will consist of tree preservation and the removal of trees. 31 trees are scheduled to be removed and 204 qualified new trees will be planted on the property. Trees must be planted in a manner to provide screening and prevent a direct line of sight from the adjacent property owners to the new Parish Hall and the playground equipment. The new trees will be watered by a drip irrigation system. St. Francis will warrant the health of all new trees for a one (1) year period from the date the last new tree is planted. If a tree that was intended to provide screening dies after the one-year warranty period, St. Francis will coordinate with the City's Urban Forester to ensure that proper screening remains between the adjacent property owners and the Parish Hall and playground equipment.
- 7. There will be the addition of 25,941 square feet of impervious flatwork, including the construction of a new concrete parking and driveway at the north end of the campus (21,564 square feet) to replace the existing asphalt drive and new sidewalks (4,377 square feet) adjacent to the new Parish Hall addition.
- 8. The existing playground equipment will be relocated south to be outside of the 30-foot setback and greenbelt. The playground equipment will have bark mulch as its filler, which will sit directly on the ground. This material is considered impervious for purposes of lot coverage.
- 9. Overall lot coverage shall not exceed 50 percent of the total lot.
- 10. There will be a new St. Francis Episcopal monument sign to replace the existing wooden sign. The new sign will be 4 feet tall by 14 feet in width (56 square feet), and constructed with a masonry to match existing and cast stone.
- 11. The new Parish Hall construction has been scheduled to start after the end of the school year in May 2022. The traffic plan for when school is in session has been designed by the school with help from off duty traffic safety officers. As needed, Ecclesia Church will provide additional carpool

- queuing areas. Project deliveries will be scheduled not to interfere with school drop off and pick up schedules. Flaggers will be present during all deliveries.
- 12. If the City notifies St. Francis of any persistent traffic issues, St. Francis shall adjust its school traffic plan to alleviate traffic on Piney Point Road, including but not limited to modifying on-campus carpool lanes, adjusting school carpool hours and/or dropoff/pickup locations, adding additional traffic safety officers, and additional directives to school parents. St. Francis shall further ensure that it maintains adequate on-site parking and designated off-site parking for parishioners, employees, school parents, visitors, and contractors. Parking on any City street or right-of-way, or adjacent private street by any aforementioned persons, without the express consent of the City and affected property owners, will not be allowed.
- 13. St. Francis will coordinate with residents to construct and maintain a new eight (8) foot fence, constructed of treated pine posts and horizontal pine boards with vertical cedar planks, along the north property line of the Tract in accordance with the City-approved fence plan attached as part of the Detailed Scope of Work and Plans under Exhibit A and incorporated as part of this Ordinance. At each resident's discretion, St. Francis will take down the resident's fence that runs parallel to the new St. Francis fence and provide connections from the new fence to existing side yard fences. Additional side yard fence work performed will be constructed at the same time as the new St. Francis fence. The new fence will not interfere with any drainage on the Tract, or otherwise impede the natural flow from adjacent property. All fence work provided for in this section will be paid for in its entirety by St. Francis.
- 14. St. Francis will reestablish the 30-foot setback and greenbelt area, and shall maintain such greenbelt area and ensure that it is free of improvements, other than fencing, drainage, landscaping and irrigation, as permitted by this Ordinance. During the demolition and construction of the new Parish Hall and other related improvements, no trailers or parking of vehicles or portable restrooms will be allowed in the setback and greenbelt area. St. Francis will limit the amount of demolition and construction staging located in the setback and greenbelt area to such events that are unavoidable.
- 15. St. Francis Episcopal School ("SFES") shall not exceed an enrollment of 800 students on its Piney Point campus. Additionally, SFES may request approval for additional students on a temporary basis due to events such as but not limited to hurricanes, tornadoes, floods, fires and construction at its other campus locations. The Mayor is authorized to permit these additional students for a period not to exceed seven days. Any extension of this sevenday period must be authorized by City Council.

- 16. City staff will conduct an annual inspection of the Tract to ensure compliance with this Ordinance. City staff will coordinate with St. Francis' staff to schedule such annual inspection. The annual inspection shall include discussions with adjacent property owners to ensure compliance with this Ordinance.
- 17. St. Francis is not permitted to improve or use the Property for any other purpose than those authorized by this Ordinance or other prior authorization.

Section 3. Any person who intentionally, knowingly, recklessly, or with criminal negligence violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000.00 per offense. No penalty shall be greater or less than the penalty provided for the same or similar offense under the laws of the State of Texas. Each day of any violation shall constitute a separate offense.

Section 4. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Piney Point Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

<u>Section 5</u>. All ordinances or parts of ordinances inconsistent or in conflict herewith, are, to the extent of such inconsistency or conflict, hereby repealed.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2022

FROM: R. Pennington, City Administrator

VIA: R. Schultz, Police Chief

MEETING DATE: January 22, 2024

SUBJECT: Discuss and take possible action on the Memorial Villages Police

Department Monthly Report.

# Agenda Item: 2

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





Raymond Schultz
Chief of Police

January 15, 2024

TO: MVPD Police Commissioners

FROM: R. Schultz, Chief of Police

REF: December 2023 Monthly Report

During the month of December, MVPD responded/handled a total of 5,498 calls/incidents. 4,002 House Watch checks were conducted. 635 traffic stops were initiated with 669 citations being issued for 1172 violations. (Note: 23 Assists in Hedwig, 126 in Houston, 7 in Spring Valley and 1 in Hillshire)

# Calls/Events by Village were:

Village	Calls/YTD	House Watches/YTD	Accidents	Citations	Response Time
Bunker Hill:	1970/23709	1565/19196	2	220/143/363	16@3:26
Piney Point:	1504/18915	1114/14104	2	226/157/383	7@2:18
Hunters Creek:	1819/26305	1322/20685	10	270/156/426	10@4:28
			Ci	tes/Warn/Tota	1 33@3:29

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

Call Type	<u>#</u>	Call Type	#	Citations	#
False Alarms:	134	Ord. Violations:	16	Speeding:	130
Animal Calls:	26	Information:	15	Exp. Registration	280
ALPR Hits:	37	Suspicious Situations	117	No Ins	161
Assist Fire:	49	Loud Party	10	No License	127
Assist EMS:	43	Welfare Checks:	15	Stop Sign	14
Accidents:	14			Fake Plate	19

This month the department generated a total of 68 police reports. BH-19, PP-13, HC-30, HOU-6, HED-0, SV-0

Crimes Against of Persons	(1)		
Assault (DV)	0	Injury to a Child	1
Crimes Against Property	(10)		
Burglary of a Vehicle	3	Fraud/ID	2
Theft – Felony	1	Theft Misdemeanor	4
Day of the Chic City	(57)		
Petty/Quality of Life Crimes/Event	<del></del>		
ALPR Hits (valid)	3	DWI	7
Accidents	14	Public Intox	1
Evading	2	Misc	8
Warrants	11	Towed Vehicles	11
Arrest Summary: Individuals Arres	sted (23)		
		T. 1	0
Warrants	11	Felony	0
Class 3 Arrests	5	DWI	7

Budget YTD:	Expense	Budget	<u>%</u>
<ul> <li>Personnel Expense:</li> </ul>	5,577,337	5,698,141	97.7%
<ul><li>Operating Expense:</li></ul>	958,223	1,096,092	87.42%
<ul> <li>Total M&amp;O Expenditures:</li> </ul>	6,535,560	6,794,233	96.2%
<ul> <li>Capital Expenses:</li> </ul>	509,468	672,200	75.8%
<ul><li>Net Expenses:</li></ul>	7,045,028	7,466,433	94.0%

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

- Commissioner Huguenard and staff worked on a draft e-Bicycle ordinance proposal. <u>Personnel Changes/Issues/Updates</u>
  - Part-time Dispatchers Amelia Barrera and Brenda Brasher started training with senior dispatch staff. Dispatcher trainees Baldwin and Jeffery will be transitioning to the next phase of training and swapping shifts in order to receive additional experience.
  - Employment offers were extended to two new officers with a January 8<sup>th</sup>, 2024, start date. Offers were made to Officer Jose Gonzalez and Officer Jose Rodriguez.
  - Officer Christian Schanmier submitted his letter of resignation effective January 7, 2024.

# Major/Significant Events

• We were notified of the return of a crew of scammer thieves who returned to the area just west of Lindenwood (Houston) and were successful in gaining access to the victim's home by posing as tree trimmers. MVPD detectives utilized the ALPR system and were able to identify a suspect vehicle and shared that information with HPD. We were subsequently informed by HPD that our information was useful and assisted them in making arrests of 2 suspects in that case and other cases that have occurred over the past 6 weeks.

# Status Update on Major Projects

- RFP's were prepared for the 2024 Capital projects (Roof and HVAC). The RFP's will be posted on January 11, 2024.
- The 2024 RPF process for the 2024/2025 employee healthcare coverage insurance year was initiated by Ms. Gonzales. Current coverage expires April 2024.
- Commander Jones met with IOSO staff and began preliminary work on the replacement of the POE switches as part of the 2024 facility/technology improvement budget.

# Community Projects

- Department personnel participated in the 2023 Twinkle Light Parade. Besides having a MVPD Foundation sponsored float, the winter intern prepared and posted a preevent video and a post-parade video.
- On December 24, 2023, the department released our second annual "The Night Before Christmas in the Villages" video.
- The MVPD hosted the first ever RAD Key-Chain Self-defense class. The class was well received by the participants and recommended to be a reoccurring community class.
- MVPD command staff joined the Memorial Exchange Club by serving lunch at the Mission Centers of Houston to disadvantaged seniors.

# <u>V-LINC</u> new registrations in December +12

BH – 1635(+6) HC – 1639 (+9) PP – 1149 (+2) Out of Area – 601 (+2)

# **December VFD Assists**

# Calls received directly by MVPD via 911/3700

	cans received unrectly i
Priority Events	Average Response Times
Total – 21	3:29
Fire – 1	4:56
EMS - 20	3:26
By Village	
BH Fire – 0	0:00
BH EMS – 13	3:16
PP Fire – 0	0:00
PP EMS – 3	2:27
HC Fire -1	4:56
HC EMS -4	5:02
Combined VFD Event	s (Priority + Radio)
Total – 58	3:21
Fire – 31	3:21
EMS - 27	3:23
Radio Call Events	
Total – 37	3:17
Fire- 30	3:16
EMS- 7	3:18
Radio Call Events by \	/illage
BH - 14	3:29
PP - 11	2:44

3:21

HC - 12

# 2023 Total Incidents

2023	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	3	25	44	72	11	4130	2646	1356	899	1032	611	1573	1130
February	0	16	37	53	8	3875	2522	1300	909	926	515	1504	1090
March	2	11	50	63	15	5376	4025	1881	1487	1426	973	1930	1090
April	2	10	30	42	8	4275	2966	1574	1198	966	572	1590	1195
May	1	19	61	82	21	5285	3873	1747	1315	1466	1062	1936	1496
June	1	16	93	110	20	8512	7148	2930	2559	2267	1818	3179	2765
July	2	14	89	105	14	10,474	9163	3323	3003	2889	2499	4109	3655
August	0	17	77	94	17	7,278	5804	2468	2086	1851	1426	2766	2291
September	0	12	56	68	10	5,972	4503	2031	1640	1633	1264	2049	1596
October	5	10	71	86	23	5,196	3836	1598	1265	1418	1034	1997	1536
November	0	5	42	47	12	5,076	4008	1531	1270	1537	1216	1853	1519
December	1	10	57	68	23	5498	4002	1970	1565	1504	1114	1819	1322
		•											
Total	17	165	707	890	182	70947	54496	23709	19196	18915	14104	26305	20685
2022 Totals	13	169	736	918	230	70665	55102	22443	18249	18553	14215	27937	22628
Difference	4	-4	-29	-28	-48	282	-606	1266	947	362	-111	-1632	-1943
% Change	30%	-2.40%	-4.00%	-3.00%	-21%								

# 2022 Officer Committed Time to Service Report

Employee Name		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Reports	Cites
ALSALMANI, ALI		26:36:21	23:28:43	24:11:20	22:45:35	36:12:16	39:39:19	20:29:11	41:34:45	25:51:37	23:32:55	33:30:16	30:02:23	2	70
BAKER, BRIAN C	*	3:31:40	0:18:16	1:29:15	0:32:24	0:21:24	0:34:07	0:00:00	5:44:14	0:00:00	0:25:15	0:26:38	2:58:39		
BALDWIN, BRIAN		17:32:11	13:52:09	18:58:23	15:22:04	11:14:09	12:46:41	0:30:45	17:17:18	16:36:03	15:53:45	14:35:36	24:23:32	2	25
BIEHUNKO, JOHN		22:37:16	20:41:29	24:20:46	9:54:47	16:39:29	14:18:35	21:50:18	17:17:36	16:00:05	22:32:10	14:37:30	22:18:38	1	32
BOGGUS, LARRY	*	0:04:10	0:59:15	2:42:11	14:58:50	12:06:57	0:22:51	0:46:16	1:18:35	1:46:29	2:36:07	1:23:30	0:00:00		
BURLESON, Jason		13:12:02	10:25:15	13:11:53	22:52:41	25:02:17	28:34:21	12:28:04	17:46:00	14:03:26	16:26:12	12:18:51	14:44:26	4	20
BYRD, Rachied										25:56:26	44:10:21	14:35:26	16:01:09	5	11
CANALES, RALPH EDWARD		15:05:04	14:08:39	19:00:17	9:18:54	13:22:58	10:32:51	12:45:59	19:09:34	11:22:01	21:07:21	15:06:32	13:47:16	3	16
CERNY, BLAIR C.	*	22:20:53	13:00:34	4:12:21	5:52:34	9:33:34	4:46:33	0:00:00	2:48:09	7:12:49	7:24:04	1:50:29	2:44:34		
ECKERFIELD, Dillion		25:34:06	16:08:21	33:29:46	21:55:20	33:28:28	33:18:43	29:35:54	18:27:41	17:59:00	22:12:03	20:09:28	32:15:03	9	37
HARWOOD, NICHOLAS		18:58:46	19:16:48	12:51:44	9:07:09	9:03:33	21:35:51	25:01:09	20:51:59	28:19:01	17:36:23	16:28:02	24:01:37	5	40
JARVIS, RICHARD		17:03:26	15:40:05	15:27:29	13:10:22	16:25:12	16:22:45	38:21:03	20:33:00	17:51:04	27:37:44	14:13:56	27:59:26	5	56
JOHNSON, JOHN		15:48:16	16:53:09	14:28:58	17:03:42	13:16:09	25:55:05	15:29:31	12:10:51	23:43:59	13:01:11	14:32:23	30:32:38		32
JONES, ERIC	*	0:00:00	14:52:11	0:00:00	0:00:00	0:02:31	0:00:00	0:00:00	0:00:18	2:40:15	0:00:22	0:00:00	0:16:40		
KING, JEREMY		9:53:27	0:00:00	20:34:58	7:58:39	14:52:28	7:00:48	17:04:38	12:46:59	13:25:27	21:19:33	12:00:34	21:17:07	1	41
KUKOWSKI, Andy		21:46:17	23:48:00	14:19:24	14:13:17	27:31:49	29:10:56	8:46:48	24:12:12	25:10:47	36:11:04	28:04:48	45:06:57	6	72
LOWRIE, Andy		18:47:35	35:22:56	22:43:49	31:50:20	26:19:33	31:43:01	37:35:44	32:07:40	14:19:42					
MCELVANY, ROBERT		13:28:51	9:01:39	3:53:11	9:48:34	6:28:09	8:32:13	7:05:07	5:38:07	8:00:29	12:41:17	4:57:52	9:56:47	2	11
ORTEGA, Yesenia		16:22:55	14:53:39	22:43:49	25:29:38	17:20:34	23:37:36	23:08:26	15:14:27	14:33:27	19:03:53	19:53:21	14:54:45		13
OWENS, LANE	*	7:19:25	1:06:57	0:03:44	0:00:00	0:05:50	0:00:00	0:00:00	0:00:00	2:12:22	0:14:28	0:00:00	0:00:00		
PAVLOCK, JAMES ADAM		1:16:57	0:41:05	1:32:18	0:19:29	1:35:54	8:41:34	5:49:04	19:37:04	25:49:25	22:20:00	11:40:19	8:43:48	2	48
RODRIGUEZ, CHRISTOPHER	*	2:58:13	0:45:39	5:03:49	10:10:35	3:29:18	1:38:51	1:09:41	0:39:05	7:12:29	3:28:39	0:03:55	0:19:37		
RODRIGUEZ, REGGIE				2:13:47	30:19:25	30:22:14	2:08:28	22:56:31	0:52:52	19:28:41	23:20:02	29:25:07	29:07:10	7	43
SALAZAR, Efrain		21:58:39	20:02:08	19:37:20	14:39:42	22:21:47	24:51:18	41:51:31	1:11:04	10:18:29	5:40:19	1:44:42	4:39:02		
SCHANMEIR, CHRISTIAN		20:44:52	12:50:34	15:00:40	16:57:42	20:25:07	18:25:29	20:05:42	20:35:08	17:11:30	20:06:35	7:29:02	11:26:26	1	9
SCHULTZ, RAYMOND	*	5:44:09	0:00:00	0:46:23	1:12:56	0:00:00	1:09:46	0:24:54	3:16:02	0:05:22	0:02:48	0:00:00	0:29:42		
SILLIMAN, ERIC		25:55:25	11:42:31	7:51:13	7:22:18	31:05:02	26:15:50	15:19:48	21:16:57	22:31:14	8:55:44	9:06:27	13:31:42	2	31
SPRINKLE, MICHAEL		9:05:01	6:38:58	13:45:12	12:40:15	12:06:36	10:45:10	12:31:26	9:01:06	8:55:10	6:00:19	5:42:28	8:01:15	2	8
TAYLOR, CRAIG		29:35:02	17:58:23	21:22:03	12:56:07	16:16:43	9:51:48	15:28:13	25:42:25	16:01:01	18:32:56	8:45:00	14:47:05	2	13
TORRES, PATRICK		14:23:40	17:57:00	12:04:56	16:42:07	17:43:40	7:33:10	11:51:15							
VALDEZ, JUAN		20:27:22	8:01:45	16:38:45	16:10:38	15:51:29	17:34:23	21:00:35	27:51:49	19:17:02	23:35:01	17:29:19	19:20:09	2	12
VASQUEZ, MONICA	*	0:39:02	2:11:16	2:48:31	24:00:53	2:54:01	0:52:15	0:49:31	1:01:46	0:11:55	0:09:45	0:00:00	1:01:42		
WHITE, TERRY		26:58:37	19:19:14	6:53:51	14:02:23	32:35:37	24:40:56	28:18:39	14:43:05	5:22:02	26:11:56	14:21:02	16:57:04	5	29
WILLIFORD, Adam		17:44:28													
	* =	Admin											Total	68	669
Dispatch Committed Time			1	1										Totals	
911 Phone Calls		385	377	460	UNV	UNV	383	278	214	264	268	175	226	3030	
3700 Phone Calls		2469	2015	2558	UNV	UNV	2519	2018	2213	2049	2525	2025	2364	22755	
		_ 703	2023	_550	0.11		_515	_510		_0+3	_525	_025	_507		

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

53:12:01 71:35:35

56:39:49

UNV

UNV

UNV

10498

35:59:09

8985

39:03:25

9428

48:90:24

12234

84:50:03

9621

49:39:29

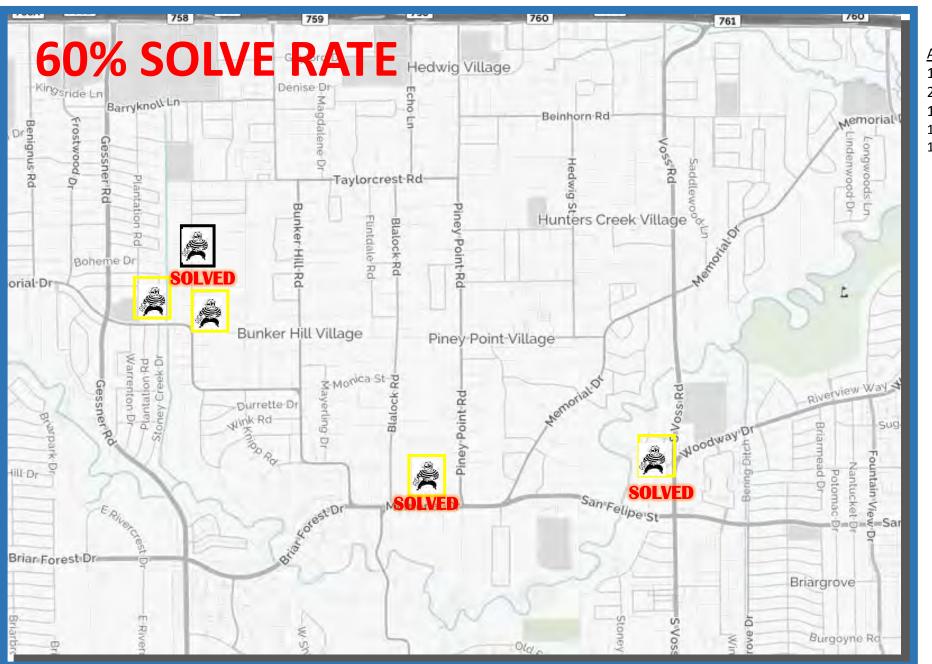
7026

59:42:36

9800

DP General Phone Calls\*

3700 number.



# 2023 Burglary Map

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

# 2023 Robberies Address MO



Daytime Burglary

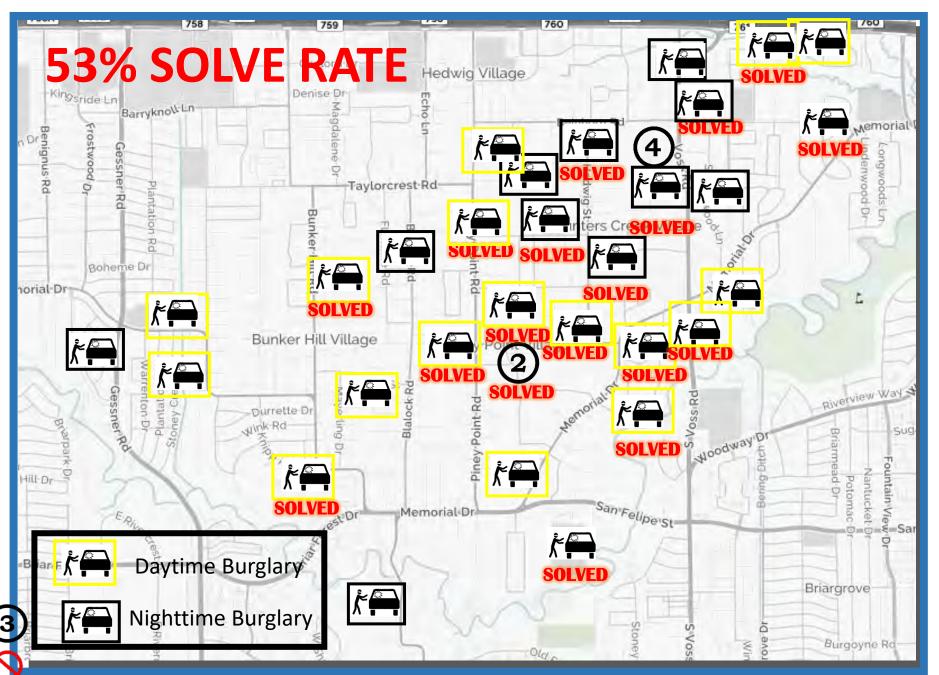


Nighttime Burglary



Robbery





# 2023 Auto Burglary Map

ZOZO Mato Baig	iai y iviap
Address	<u>POE</u>
335 Piney Point Rd	UNL Win Open
10810 Briar Branch	UNL
11714 Winshire	Win/Smash
10709 Memorial	Lock Punch
10913 Long Shadow	UNL
10823 Smithdale	UNL
10918 Roaring Brook	UNL
10926 Long Shadows	UNL
525 Trails End	UNL
200 Stoney Creek	UNL/Contractor
10700 Marsha	Win/Smash
11722 Flintwood	UNL
1 Carsey Ln	UNL*
8435 Katy Fwy	Win/Smash*
11678 Arrowood	UNL
11750 Memorial	Window/Punch
12122 Memorial	UNK
10900 Wickline	Window/Punch
201 Kinkaid School Rd	UNL
825 Sadlewood	Lock Twist
106 Willowend	Window/Punch
10906 Wickline	Window/Punch
9 Tokeneke Trl	Window/Punch
11207 Tyne Ct	Window/Punch
11215 Tyne Ct	UNL
10901 Bridgewood	UNL
11 Willowend	UNL/Contractor
505 Lanecrest	UNL
749 W Creekside	Unfounded
11302 Holidan Way	<u>Unlocked</u>
8429 Katy FWY	Window Punch
240 Merrie Way	UNL
10725 Old Coach	UNL
231 Gessner	Window/Punch

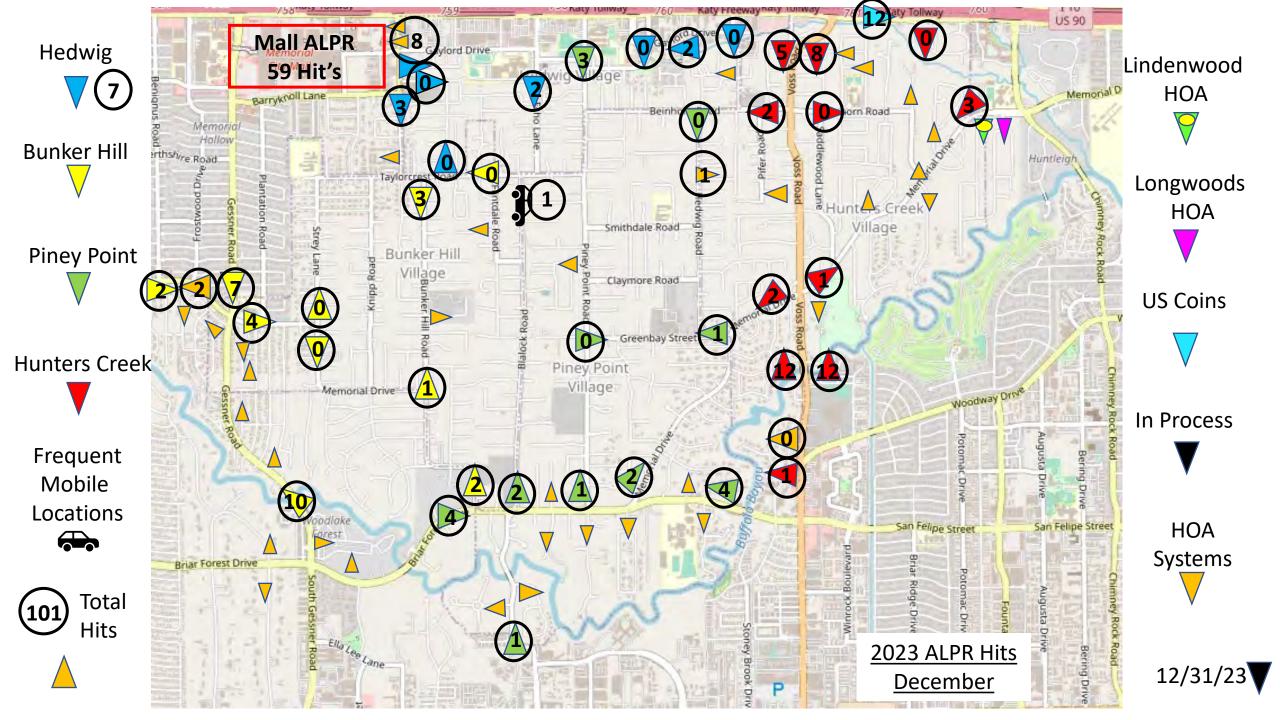
# Lock Punch

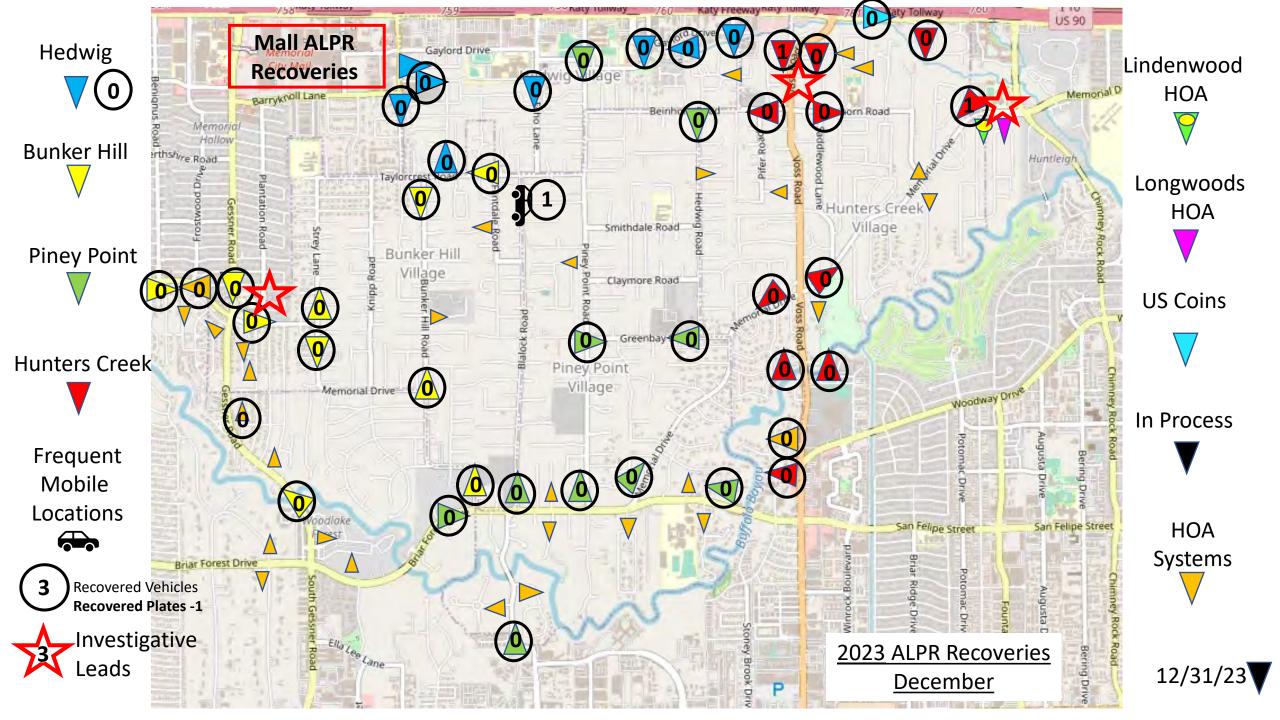


Blue Entry = Actual Location Unknown Underlined Contractor

**SOLVED** 

12/31/23







# December 2023 ALPR REPORT

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

Total Hits-Reads/total vehicles passed by each camera

# 2023 ALPR Data Report





# All Categories



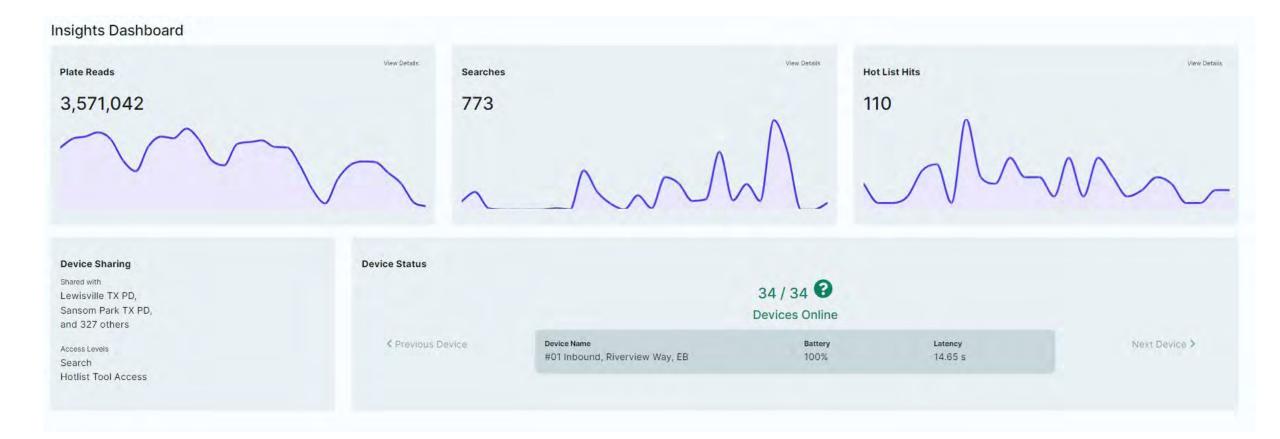
Top 7 Categories



# **Sex Offenders**



# **Summary Report**



#1 Gessner S/B at Frostwood	#15 Hunters Creek Drive S/B at I-10
#2 Memorial E/B at Gessner	#16 Memorial W/B at Creekside
#3 NO ALPR - Future Location	#17 Memorial W/B at Voss
#4 Memorial N/B at Briar Forrest	#18 Memorial E/B at Voss
#5 Bunker Hill S/B at Taylorcrest	#19 S/B Voss at Old Voss Ln 1
#6 Taylorcrest W/B at Flintdale	#20 S/B Voss at Old Voss Ln 2
#7 Memorial E/B at Briar Forrest	#21 N/B Voss at Magnolia Bend Ln 1
#8 2200 S. Piney Point N/B	#22 N/B Voss at Magnolia Bend Ln 2
#9 N. Piney Point N/B at Memorial	#23 W/B San Felipe at Buffalo Bayou
#10 Memorial E/B at San Felipe	#24 N/B Blalock at Memorial
#11 Greenbay E/B Piney Point	#25 N/B Bunker Hill at Memorial
#12 Piney Point S/B at Gaylord	#26 S/B Hedwig at Beinhorn
#13 Gessner N/B at Bayou	#27 Mobile Unit #181
#14 Beinhorn W/B at Pipher	#28 Mobile Speed Trailer/Station

#29 Riverbend Main Entrance #30 Beinhorn E/B at Voss #31 Memorial E/B at Tealwood (new) #32 Greenbay W/B at Memorial #33 Strey N/B at Memorial Private Systems monitored by MVPD US COINS - I-10 Frontage Road Memorial Manor NA Lindenwood/Memorial **Greyton Lane NA** Calico NA Windemere NA **Mott Lane Kensington NA** Stillforest NA Farnham Park Riverbend NA Pinewood NA **Hampton Court Bridlewood West NA** N Kuhlman NA Longwoods NA Memorial City Mall - 22

Yellow = Bunker Hill

Green = Piney Point

Red = Hunters Creek

Blue = MVPD Mobile

Purple = Privately Owned Systems

# Hits/Reads By Camera

1	7/217,165	
2	4/160,815	
3	See #31	
4	2/164.999	

- 5 3/74,297 6 0/63,452
- 7 4/148,410
- 8 1/58,520
- 9 1/80,311
- 10 2/69,850
- 11 0/32,263
- 12 3/177,500
- 13 10/250,149
- 14 2/93,351
- 15 0/6,569
- 16 3/63,757

17	2/93	,734
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- 18 1/95,738
- 19 5/148,770
- 20 3/174,784
- 21 12/343,555
- 22 12/372,752
- 23 4/275,281
- 24 2/86,767
- 25 1/27,242
- 26 0/48,570
- 27 1/41,649
- 28 0/24,989
- 29 1/6,248
- 30 1/10,997
- 31 2/129,072
- 32 1/39,806
- 33 0/21,170
- 34 0/4,569

Total Reads – 3,570,506

Unique Reads – 529,544

Hits- 128

7 Top Hit 101

- Hotlist 4
- Stolen Vehicle
- Stolen Plate
- Gang Member
- Missing -2
- Amber
- Priority Restraining Order

Recoveries - 3

			ALPR F	lecov	eries		
Num	Plate	Vehicle	Loc		Val	Links	Date
1 2	PMC0662 SFG4671	Tou/Pri	13 7	\$ \$	18,000.00	Stolen from Repair	19-Jan
3	RRB9905	BMW X5 Ford/Van	19	\$	32,000.00 16,000.00	Fugitive Previous On Tow Truck	28-Jan 1-Feb
4	PRP8014	Toy/High	21	\$	24,000.00		17-Feb
5	3539AY	Merz	1	\$	24,000.00	HPD-case	22-Feb
6	NDD4115	BMW328	8	\$	31,500.00	Fraud	6-Mar
7 8	DRM8516 SNT5450	NissAlt GMC 1500	19 14	\$ \$	21,000.00 26,000.00		7-Apr
9	LYG558	Nissan	19	\$	14,000.00	Fugitive/Drugs	19-Apr 28-Apr
10	GLN0746	GMC Yukor	16	\$	18,000.00	r agitive, brags	1-May
11	JRC3494	Porche	13	\$	32,000.00	Fugitive	8-May
12	3A0A447	Hyundai	19	\$	11,000.00	Fugitive	13-May
13	PYY0493	Hyundai Ford Esc	7	\$	18,000.00		19-May
14 15	LKW5687 PXF8499	Dodge P/U	21	\$ \$	11,000.00 16.000.00		8-Jun 11-Jun
16	RTV0092	Hyndi	13	\$	14,000.00	Meth	24-Jun
17	SVW7775	Suburb	21	\$	35,000.00		30-Jun
18	3554S81	Honda Acd	24	\$	22,000.00	Fraud/fugitives	26-Jul
19	9PCYC	Olds	13	\$	9,000.00	Fraud	5-Aug
20 21	HLJ5922 26D243A	HYUN Vel Chev 1500	21 27	\$	11,000.00 2,000.00		8-Aug 9-Aug
22	SDZ1804	Red VW	13	\$	26,000.00	Auto Thieves	11-Aug
23	SFF3401	Grey VW	Woaks	\$	30,000.00	Auto Thieves/Gang	11-Aug
24	4B7962F	Ford Foc	21	\$	11,000.00	Fugitive/Drugs	23-Aug
25	AL38296	Uhaul	23	\$	32,000.00	Fraud	27-Aug
26 27	RXN1895 TJG1131	ChevTrax Niss Alt	2 23	\$ N/A	14,000.00	Repo-Multi	23-Sep 3-Oct
28	RLF3497	Ford Van	19	\$	21,000.00	Fraud	16-Oct
29	LGB9296	ChevSonic	13	\$	16,000.00	Burglary	18-Oct
30	TFB8022	HyunTUC	20	\$	12,000.00		15-Nov
31	SLF2117	Ford F350	19	\$	43,000.00		12-Dec
32 33	PYW2426 RXG9961	GMC Sierra Merz	16 28	\$ \$	14,000.00 22,000.00	Fraud	10-Dec 22-Dec
34	NAG5501	IVICIZ	20	٠	22,000.00		22-000
35							
36							
37						. ~ ~	
38 39					_	4167	
40					10	<i>(1)</i>	
41				~(	77,		
		_	20	U`			
42							
42 43		~? `	Ke				
43 44		23	Ke				
43 44 45		33	Ke				
43 44 45 46		33	Ke				
43 44 45		33	Ke				
43 44 45 46 47		33	Ke				
43 44 45 46 47 48 49 50		33	Ke				
43 44 45 46 47 48 49 50		33	Ke				
43 44 45 46 47 48 49 50 51 52		33	Ke				
43 44 45 46 47 48 49 50		33	Ke				
43 44 45 46 47 48 49 50 51 52 53		33	Ke				
43 44 45 46 47 48 49 50 51 52 53 54 55		33	Ke				
43 44 45 46 47 48 49 50 51 52 53 54 55 56 57		33	Ke				
43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58		33	Ke				
43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59		33	Ke				
43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58		33	Ke				
43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60		33	Ke				
43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 60 61 62 63		33	Ke				
43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64		33	Ke				
43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65		33	Ke				
43 44 45 46 47 48 49 50 51 52 53 54 55 66 57 58 60 61 62 63 64 65 66		33	Ke				
43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65		33	Ke				
43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 60 61 62 63 64 65 66 67 68 69		33	Ke				
43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 60 61 62 63 64 65 66 67 68 69 70		33	Ke				
43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71		33	Ke				
43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 67 68 69 70 71 72		33	Ke				
43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71		33	Ke				

			Plate Recoverie	s		
Plate Recove	Date	Links		Plate Recov	Date	Links
SFG9342	1/12/2023	Owner		MWCRLN	8/15/2023	Owner
RDM8571	1/18/2023	Cited		GCD1760	8/16/2023	Cited
KKV5316	1/18/2023	Owner		4B7962F	8/25/2023	Cited
NDD9473	2/17/2023	Cited		PRW94419	9/5/2023	Cited
RMW2202	2/23/2023	Owner		TATDKAT	9/20003	wner
RGB8499	2/24/2023	Owner		TJD4541	0/5/2023	Owner
RZX6901	3/8/2023	Arrested		598NNN	10/8/2023	Cited
OB1159K	4/18/2023	Cited		LG 9296	10/18/2023	Arrested
LLC9151	4/21/2023	Owner	es Rec	906EVT	10/19/2023	Cited
NKH9972	5/17/2023	Owner	AKC	4B0100H	10/19/2023	Cited
2B0644F	5/18/2023	Cited	35 Y	CDL2064	10/25/2023	Owner
SVH7417	5/20/2023	Qwner *		5B4230J	11/15/2023	Cited
PGN223	5/24/2023	Ovner	_	SYF0249	12/10/2023	Owner
720S4CO	5/25/2027	Cited				
HSL0283 🖊	6/2,2023	Owner				
RNT6220	/22/2023	Cited				
2B3401K	6/23/2023	Cited				
SKY3033	7/2/2023	Owner				
3B9213E	7/20/2023	Victim/swap				
3M8386Z	8/5/2023	Stolen/Dupe				
SNZ9391	8/5/2023	Owner				
BS8K522	8/8/2023	Cited				

Firearm in vehicle Temp Tag

	Located but F	led					•			
Date	Plate	Camera	Date	2	Plate	Camera	[	Date	Plate	Camera
16-Jan	IN DI9211	21		16-Aug	LFD4670	27		27-Sep	KIA	13
4-Feb	LJL2527	21		19-Aug	LYH5271	23		24-Nov	JTD3321	5
23-Apr	PZY1260	Hed		28-Aug	SNT0018	16				
23-Apr	1BF9105	8		8-Sep	179ENU	8				
3-Jun	MPR7295	1		10-Sep	3742X63	21				
16-Jun	3364G79	19		15-Sep	SNT0018	22				

16-Jun 3364G/9 19
Runaways/Missing
3/3/2023 R78999 21
12/25/2023 FMD7726 21
12/30/2023 BT6C061 13 Juvenile Runaway Missing Danger to self

### 20 of 33 involved in other crimes = 61%

HOT List Hits Other Agencies									
2/9/2023	98BGQN	9	Fugitives						
5/26/2023	SGH4365	6	Burglars						
6/4/2023	SVM4611	13	Burglars						
6-Jun		24	larceny						
26-Jun	GBW3672	19	Forgery						
22-Sep	TFG6407	27	Theft						

ALPR Stops L	ocated not Re	eported as Re	covered
Plate	ALPR	Agency	Date
SFG9342	19	HPD	11-Jan
KKP9539	1	HPD	26-Jan
PBB6385	13	HPD	30-Jan
RXN2712	21	Southside	9-Feb
RZY1469	8	HPD	6-Mar
HSL0283	7	HPD	3-Jun
RTY9029	6	HPD	4-Jun
HZY2942	6	HPD	14-Jun
PYX7001	19	HPD	22-Jun
LDZ0876	8	Edinberg	25-Jun
HHP9296	19	HPD	3-Sep
LJL8583	7	HPD*	24-Sep
HVM7961	19	HPD	9-Nov
25945DV	19	HPD	25-Dec
SNT1392	8	HPD	26-Dec

\* HPD never showed up to meet w/victim

	Program Summary		
2023 Value	\$ 646,500.00	Recovered	30
2022 Value	\$ 1,733,000.00	Recovered	74
54 2021 Value	\$ 1,683,601.00	Recovered	75
2020 Value	\$ 1,147,500.00	Recovered	61
2019 Value	\$ 438,000.00	Recovered	22
Program Total	\$ 5,648,601.00		262

	INVESTIGATIVE LEADS/Solves										
Crime	Plate	Date	ALPR	Crime	Plate	Date	ALPR	Crime	Date	Plate	ALPR
Package Theft	BLN9367	29-Jan	#29	Theft	BHX3325	5/1/2023	5	FSGI	11/25/202	3 KZH9364	22
Dumping of Concrete	261	7-Jan	#4	BMV	RKV2934	5/13/2023	19	Theft	12 21 23	TNS3260	16
Hotlist	98BBGQN	9-Feb	#9	BMV	SLD2033	5/25/2023	23	BMV	12 26 23	H1A7DDA	19
BMV's	LGD4601	10-Feb	#19	BMV x2	BS8B122	6,1/2023	14	Theft Fel	12 28 23	MTS5730	Kuhl
Missing Person	RZY8999	3-Mar	#8	BOHx2 eluding	SMX4169	6/7/2023	19				
Missing Person	MVC4443	5-Mar	#21	BMVx2	SNTING	6/30/2023	19				
Theft	692227C3	7-Mar	#19	BMV - O	SMY1888	8/9/2023	Woaks				
Missing person	BZ9Z064	28-Mar	#21	Package (bef	DGH5917	8/11/2023	19				
Jugging	PYT9426	3/21/2023	#14_	Missing Person	SLB6399	8/15/2023	7				
BMV's	NDG7754	25-Mar	US Coins	coald	RZJ4503	9/29/2023	13				
Theft	RXR5074	7-Apr	シャレ	Fraud	RKS2748	9/27/2023	16				
BMV's	HDN7572	17-Apr	<b>#2</b> 0	Mail Theft		10/18/2023					
BMV	SLD2033	21-Apr	#7	Food Theft		10/18/2023					
Poss Abduction*	Multi	28-Apr	#14	FSGI		10/25/2023					

FROM: R. Pennington, City Administrator

VIA: H. Miller, Interim Fire Chief

MEETING DATE: January 22, 2024

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

Report.

# Agenda Item: 3

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

## **Attachments:**

December 2023 Summary

Village Fire Department									
2023 Strategic Pla	n F	Performan	ce 4	4th Quarte	er Report-	1-2	024		
2023 BUDGET	Quarter Budget			October	November	December			Qtr Total
Quarterly Budget	\$	2,318,031.25	\$	797,799.97	\$ 643,640.10	\$	837,488.20	\$ 2	2,278,928.27
Total % of Quarterly Budget Spent		25.0%		27.5%	27.8%	27.8% 36.1%		98.3%	
Personnel Expenditure	\$	1,948,879.00	\$	636,389.69	\$ 639,310.95	\$	767,530.31	\$ 2,043,230.9	
Personnel %		25.0%		32.65%	32.80%		39.38%		104.84%
Overtime Expediture	\$	126,000.00	\$	38,752.79	\$ 46,657.71	\$	61,098.14	\$	146,508.64
Overtime %		25.0%		30.76%	37.03%		48.49%		116.28%
Capital Expenditure	\$	120,500.00	\$	25,695.17	\$ 575.98	\$	15,472.21	\$	41,743.36
Capital %		25.0%		21.32%	0.48%		12.84%		34.64%
Operational Expenditure	\$	248,652.25	\$	81,756.09	\$ 12,177.95	\$	54,485.68	\$	148,419.72
Operational %				32.9%	4.90%		21.91%	59.69%	
EMERGENCY OPERATIONS				October	November	December		Qtr Total	
Incidents				139	133	136		408	
Apparatuses Responses				348	341		341	1030	
Avg. Emerg Resp.Time				4:23	4:33		4:31		10:26:20
Avg. Emerg. Fire Resp. Time (Nat'l Std 6:50)				4:40	5:06		4:44		11:20:40
Avg. Emerg. EMS Resp. Time (Nat'l Std 6:30)				4:06	4:05		4:20	9:37	
EMS REVENUE									
EMS Revenue Beginning Bank Balance			\$	26,220.93	\$ 22,358.11	\$	46,303.56	\$	-
EMS Bank Deposits			\$	22,358.11	\$ 25,100.86	\$	39,434.73	\$	-
Disbursements			\$	(26,220.93)	\$ (1,155.41)	\$	(81.60)	\$	-
Total Revenue Received per month			\$	22,358.11	\$ 46,303.56	\$	85,656.69	\$	-
FIRE MARSHAL									
General Plans Reviewed				6	0		2		8
Sprinkler Systems Reviewed				9	6	7			22
Fire Prevention Permits				2	4		2	8	
Total Inspection Activities This Month				38	29		30		97
Fires Investigated				1	0	0			1
Community Education Events				22	2	3			27
Total # of Houses		6708							
Houses w/Sprinklers				2366	2373		2376		2376
Houses w/ Sprinkler Systems %				35.27%	35.38%		35.42%		35.27%

FROM: Mark Kobelan, Mayor

MEETING DATE: January 22, 2024

SUBJECT: Consideration and possible action on the monthly report presented by the

Mayor.

Agenda Item: 4

# **Summary:**

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

FROM: R. Pennington; City Administrator

MEETING DATE: January 22, 2024

SUBJECT: Discuss and take possible action on the City Administrator's Monthly

Report, including, but not limited to selected items.

## Agenda Item: 5

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

### A. Financial Related Items:

- i. <u>Financial Report:</u> This report represents a general overview of financial activity through December 2023. Attached is the latest report.
- ii. <u>Property Tax Report:</u> Attached is the latest report from our tax assessor-collector regarding tax collection.
- iii. <u>Quarterly investment Report</u>: This report represents investment activity through December 2023. Attached is the latest report.
- iv. Disbursements Over \$10,000:
  - i. <u>Tree Service and Design; \$13,965</u>: Seven dead pine trees on the city right of way were removed. A backflow valve preventer and 16-zone sprinkler system were installed.
- v. <u>Temporary Certificate of Occupancy:</u>
  - i. <u>205 Merrie Way</u>: The deadline for the temporary extension is Monday, February 5th, 2024. The structure was compliant prior to the deadline, making it eligible for full reimbursement.
  - ii. <u>11503 Habersham Lane</u>: The original payment for TCO was on 8/8/23. HDR approved the as-built in November 2023, and therefore, full reimbursement is recommended.
- B. Contract for Temporary Office Space at 325 Piney Point Road.
- C. <u>Signage for Greenbay Crosswalk</u>: Discuss increasing the size of the signage for pedestrian safety.
- D. <u>Update on Current Specific Use Permit Projects:</u> The purpose of this listing is to share any current information or progress on these significant construction programs.
  - i. Memorial Drive Elementary School Update.

- ii. St. Francis Episcopal Church Specific Use Permit Update.
- iii. The Kinkaid School Specific Use Permit Update.

# **Recommendation:**

Approve the following items:

- (1) Quarterly Investment Report for December 2023.
- (2) Disbursement for Tree Service and Design at \$13,965.
- (3) TCO reimbursement(s) for 205 Merrie Way and 11503 Habersham Lane.
- (4) Contract for temporary office rental space at 325 Piney Point Road.

### ITEM A (i.)

### **FINANCIAL REPORT – November 2023**



### CITY OF PINEY POINT VILLAGE FINANCIAL REPORT

#### **DECEMBER 2023 PRELIMINARY FINANCIALS**

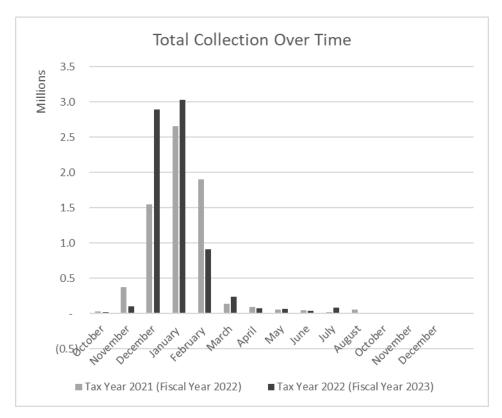
This report provides an overview of the city's finances through December 2023, which marks the twelveth month of fiscal year 2023. Staff continues to work on FY 2023 year-end close. Final number will be brought to Council after the audit. Beginning balances have been audited, and this report's budgeted numbers reflect the amended budget through December.

#### **General Fund**

	Prior YTD	Budget	Month	YTD
Total Revenues	\$8,415,738	\$8,318,980	\$153,510	\$9,457,945
Total Expenditures	\$7,526,711	\$10,121,883	\$358,734	\$9,107,358
Over/(Under)	\$889,028	(\$1,802,903)	(\$205,224)	\$350,588
	Prior YTD	Budget	Month	YTD
Operating Revenues	<b>Prior YTD</b> \$8,333,152	<b>Budget</b> \$8,317,980	<b>Month</b> \$152,085	<b>YTD</b> \$9,336,971
Operating Revenues Operating Expenditures				-
-	\$8,333,152	\$8,317,980	\$152,085	\$9,336,971

- 1. Total revenues are \$9,457,945, or 113.7% of the budget and 12.4% above the last YTD, mainly due to tax collection, building permits issued, and interest earned.
  - a. Property tax is reported at \$6,622,995 for the M&O or 102.3% of the budget. The current YTD amount collected represents 70.03% of the total general fund revenue. General Fund Property Tax is \$474,731 more than the last YTD due to the percentage allocation of M&O and timing of tax posting. The adopted rate is \$0.255140, with \$0.224025 designated as M&O and the remaining \$0.031115 as the I&S requirement to finance the annual bond debt. Payments of property taxes are due by January 31, 2023, and delinquent as of February 1, 2023. The City currently contracts with Spring Branch ISD as the tax assessor-collector. The budget incorporates a 99% collection rate on the total property tax revenue. Please note that the SBISD monthly collection report is \$7,470,250.62 versus the amount deposited to our accounts, totaling \$7,475,551.82 (M&O and I&S). The difference is \$79,080.90, with \$94,238.87 as delinquent collected from October through

December 2022, and the tax office recognized as 2022 collection. This amount is then offset by (\$15,157.97) for attorney's fees - not recorded as actual city collections. Please review the monthly tax office report for additional details on adjusted taxable values. Also, collections can vary depending on the deposit date with Spring Branch ISD and the tax rate portion needed to support the fund. Below is a graph illustrating the monthly collection activity comparison on FY22 vs. FY23:



- Please note that the City also received \$1,885,875.69 for M&O and \$238,392.74 for I&S (total \$2,124,268.43) in FY 2023, which is deferred revenue for FY 2024.
- b. Sales Tax collection through December totals \$514,465 or 134.70% of the total annual \$382,000 projection. Beyond December reporting, the Texas Comptroller posted sales tax collections through December showing \$511,548.24 (cumulative) or \$121,993 greater than last year. The budget projection on sales tax collection represents 4.59% of all general fund revenue. The following chart provides details:

	(Ş) Last	(\$) Budgeted	(\$) Current	(Ş) Actual	(%) Actual	(\$) Budget	(%) Budget
_	Fiscal	Projection	Fiscal	Variance	Variance	Variance	Variance
January	\$31,043.38	\$33,537.58	\$47,825.22	\$16,781.84	35.09%	\$14,287.64	42.60%
February	\$45,868.05	\$44,395.18	\$67,987.79	\$22,119.74	32.53%	\$23,592.61	53.14%
March	\$20,888.33	\$29,393.37	\$31,502.65	\$10,614.32	33.69%	\$2,109.28	7.18%
April	\$24,894.95	\$24,865.03	\$32,735.34	\$7,840.39	23.95%	\$7,870.31	31.65%

May	\$36,592.44	\$30,103.23	\$46,310.02	\$9,717.58	20.98%	\$16,206.79	53.84%
June	\$27,009.77	\$30,611.13	\$41,905.23	\$14,895.46	35.55%	\$11,294.10	36.90%
July	\$32,601.29	\$29,731.43	\$41,002.27	\$8,400.98	20.49%	\$11,270.84	37.91%
August	\$32,863.31	\$34,200.80	\$37,764.40	\$4,901.09	12.98%	\$3,563.60	10.42%
September	\$28,779.38	\$28,097.16	\$44,216.60	\$15,437.22	34.91%	\$16,119.44	57.37%
October	\$35,110.46	\$32,378.62	\$39,751.92	\$4,641.46	11.68%	\$7,373.30	22.77%
November	\$38,246.05	\$33,486.80	\$42,070.82	\$3,824.77	9.09%	\$8,584.02	25.63%
December	\$35,657.97	\$31,199.66	\$38,476.24	\$2,818.27	7.32%	\$7,276.58	23.32%
TYD	\$389,555	\$382,000	\$511,549	\$121,993	31.32%	\$129,548.50	33.9%

- c. Franchise tax collections booked through December total \$383,790. The amount collected included \$85,417 for the cable franchise, \$272,421 for the electric franchise, and \$25,952 for the telephone/wireless franchise.
- d. Court revenue is \$135,225, 153.2% of the budget, totaling \$24,041 more than last year. Court fines are \$124,086, and the remaining \$11,139 is primarily restricted for uses such as court security and technology. The court operates both in-person and virtual by Zoom. The city collected \$111K in court revenue for 2022. Current trends show a 21.6% improvement in fine/fee collections for 2023.
- e. Permits and licenses total \$1,054,409, which is 195.9% of the budget projection. Permits and inspection fees total \$967,569; the remaining \$86,840 is for plat reviews, contractor registration, drainage review, and BOA fees. Drainage reviews are currently at \$68,250.
- f. Alarm registrations total \$26,100, which is 113.5% of the annual budget projection and \$700 less than the last YTD. Annual alarm registrations are important for emergency information.
- g. The interest revenue has surpassed the budget by an impressive 664.1% and has exceeded the previous year's revenue by \$356,872. The Fed rate projection is reflected in the consistent growth of interest revenue; however, sources indicate three planned rate cuts in 2024.
- h. Kinkaid contributed a total of \$65,500, while Metro contributed \$136,000 annually, separate from the Non-Operating Revenue on Revenue/Expense report. Other revenue collections on the detail revenue report include \$37,714 for three quarters' ambulance revenue from VFD, and \$81,835 recorded as non-operational, mainly from forfeiture of temporary occupancy certificates (\$50K) and storm sewer cost share (\$24K) and Credit Card Fees (\$4,155).
- 2. The city's amended budget allocation is \$10,121,883; operations allocated at \$7,012,707 with \$3,109,176 as capital programing. Total expenditures to date are \$9,107,358, 90% of budget and 21% more than last YTD. Operating expenditures are \$6,879,528, 98.1% of the budget, \$531,173 more than last YTD.
- 3. The following divisions and categories exceed the projected expenditures under straight-line projections:

- a. Fire Services original budget was \$1,824,868. An approved amendment in March increased the department allocation by \$10,492 to \$1,835,360. The Council approved VFD's second amendment for fire station annex roof repair in April, increasing PPV allocation by \$38,640 to \$1,874,000. The Council approved VFD's third amendment for personnel and other operation expenses in June, increasing PPV allocation by \$94,768 to \$1,968,767.75. Expenditures are currently at \$1,969,287 or 100%. This is a 15.9% increase from last year.
- b. The Building Services expenses are currently at \$343,569 or 121.6% of the budget, which is \$71,232 more than last year. This increase is primarily due to the Urban Forester being reallocated from the Contract Service Division in the current fiscal year. Additionally, credit card processing fees have shown an increase of \$8,303 compared to last year. This rise can be attributed to higher permit fees and contractors paying for permits using credit cards. To counteract the negative trend, the city has authorized a processing fee of 3% to recoup some of the expenses incurred by merchant services fees. This fee is effective from October 1. Additionally, the city has renegotiated the service fees for the next 36 months to offset the costs further. As previously stated in the revenue section, we have acquired a total of \$4,155 in credit card processing fees.
- c. The total contract services expenditure for this year stands at \$451,439, which is less \$58,027 than last year's expenditure due to pending invoices. Engineering services accounted for the majority of the costs, representing 51% of total expenses. In addition, 14% of expenses are attributed to HCAD tax appraisal remittance and another 15% to legal services. Finally, 6% of the expenses are allocated to grant administration, which is the remaining significant outflow.
- d. The expenses for Public Work have reached \$260,550, which is 101.7% of the budget. This amount is \$32,252 higher than last year's expenses. The increase is mainly due to the costs associated with landscaping maintenance, purchasing a new street striper machine, and tree care. The scope of landscaping maintenance has expanded to include Greenbay's improved landscaping, which has exceeded the line budget by \$32,888. We have also had to remove several dangerous or fallen trees due to the drought, which has exceeded the line budget by \$9,860.
- 4. Remaining operations are within expectations (100%) and trending lower than last year to date are as follows:
  - a. Police Services at \$2,299,184 or 95.3% due to the practice of providing an additional service payment at the beginning of the year as agreed for adequate MVPD operational cash flow; in addition is the annual capital expenditure of \$44,591 and auto replacement of 53,333, both annual obligations disbursed in full to the department at the beginning of the year The capital projects planned for the use of funds committed to FY 2023 have been completed, resulting in a \$175k capital savings, refunded to the cities on 10/18/2023. The total spending on police has increased by 9.5% in comparison to the previous year.

- b. The General Government Division spent \$988,568. Gross wages and benefits line items are at 93.7%, except for employee insurance which has increased by \$7,230 compared to last year. During spring enrollment, changes were made to employee insurance, which now covers dependents, resulting in current spending of 122.1% under this single-line item. Otherwise, total administrative expenses are just below expectations at 95.4%.
- c. The Municipal Court Division has efficiently managed to handle higher docket volumes while also remaining under budget, with a minimal spending increase of \$10,026 from last year's expenditure. It is expected that the division will achieve cost savings by the end of the year.
- 5. At the time of this report, the organization has expended 71.7% of its capital expenditures, which equates to \$2,227,830, leaving \$881,346 yet to be allocated. The following capital projects are scheduled for the current year.
  - a. 96" Stormwater Replacement CIP (\$1,569,801): During a special meeting on April 11, 2023, the City Council awarded the bid to AR Turnkey Construction Co. Inc. for \$1,608,975.00. The project is primarily funded by ARPA. It is expected that the final cost will be lower since certain items, such as landscaping, have been excluded from the contract.
  - b. Tokeneke Country Squire CIP (\$307,085): The project has reached its completion.
  - c. Other projects include Williamsburg (\$45,852), Bothwell Way, Windermere Outfall Project, Smithdale Landscape/Sidewalk (\$137,957), Community (Greenbay) Beautification (\$139,984), Pothole Repairs (\$27,151.25) and traffic signals.
- **6.** The budget has been amended to use \$1,802,903 from reserved cash to support a portion of the \$3,109,176 capital programs. The general fund's audited ending balance for 2021 was reported at \$3,679,808. In 2022, the audited revenue over expenditures increased by \$908,956, raising the fund balance to \$4,588,764. Some unanticipated amendments in fire services have restricted budgeted reserves. The present financial statement indicates that the revenue over expenditures stands at \$575,792. This positive result is primarily attributed to improved revenue proceeds and the remaining allocation in capital programming.

#### **Debt Service Fund**

_	Prior YTD	Budget	Month	YTD
<b>Total Revenues</b>	\$953,782	\$909,330	\$1,013	\$966,600
Total Expenditures	\$875,950	\$877,950	\$0	\$877,950
Over/(Under)	\$77,832	\$31,380	\$1,013	\$88,650

- a. The revenues for the current period stand at \$966,600, which is 106.3% of the budget. Out of this, \$919,213 comes from property tax collections. The interest and sinking rate, as selected for funding the annual bond debt, is \$0.031115. The budget includes a collection rate of 99%, based on the trends from previous collection years.
- b. Interest revenue totals \$47,387, a decrease \$20,013 from last year due to prior year expenditures transferred to general fund.
- 7. Expenditures are \$877,950, 100% of the budget, as debt service principal payments were fully disbursed.
  - a. Two principal payments, amounting to a total of \$790,000, have been disbursed. Of this amount, \$410,000 was allocated for the GO Series 2015, while the remaining \$380,000 was disbursed for the GO Series 2017. The payments were disbursed semi-annually in adherence to the bond requirements.
  - b. In July, the city paid the remaining \$36,625 interest payment to fulfill its obligation for 2023. The remaining long-term debt obligations are scheduled until 2027.
  - c. The annual fees charged by the agent for the bonds amount to \$3,000.
- **8.** In terms of revenue and expenses, we have a surplus of \$88,650. However, a portion of our cash is restricted due to our debt service obligations, which aim to support our fund balance. We anticipate that the reserve at the end of the year will be over \$127,000.

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

Statement of Revenue & Expenditures For Month Ended: December 31, 2023

### GENERAL FUND SUMMARY

	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
REVENUES						
PROPERTY TAXES	6,148,263	6,475,089	(4,528)	6,622,995	102.3%	(147,906)
SALES TAXES	410,160	382,000	38,476	514,465	134.7%	(132,465)
FRANCHISE TAXES	421,460	432,000	22,702	383,790	88.8%	48,210
COURT REVENUE	111,183	88,241	4,933	135,225	153.2%	(46,984)
PERMITS & INSPECTIONS	877,170	538,150	57,461	1,054,409	195.9%	(516,259)
ALARM REGISTRATIONS	26,800	23,000	400	26,100	113.5%	(3,100)
GOVERMENTAL CONT. (METRO)	136,000	136,500	0	136,000	99.6%	500
MISC AND IN LIEN(KINKAID)	160,500	183,000	0	65,500	35.8%	117,500
INTEREST	41,616	60,000	32,640	398,488	664.1%	(338,488)
TOTAL OPERATING	8,333,152	8,317,980	152,085	9,336,971	112.3%	(1,018,991)
OTHER NON-OPERATING PROCEEDS	82,586	1,000	1,425	120,974	12097.4%	(119,474)
TOTAL NON-OPERATING	82,586	1,000	1,425	120,974	12097.4%	(119,474)
TOTAL REVENUES	\$8,415,738	\$8,318,980	\$153,510	\$9,457,945	113.7%	(\$1,138,465)
	PRIOR	CURRENT	MONTHLY	YTD	%	BUDGET
	YTD	BUDGET	ACTUAL	ACTUAL	BUDGET	BALANCE
EXPENDITURES						
PUBLIC SERVICE DIVISION						
POLICE SERVICES	2,119,750	2,412,669	0	2,299,184	95.3%	113,485
FIRE SERVICES	1,698,980	1,968,768	98,662	1,969,287	100.0%	(519)
SANITATION COLLECTION	536,200	550,105	48,285	511,337	93.0%	38,768
OTHER PUBLIC SERVICES	24,118	20,900	7,511	26,715	127.8%	(5,815)
PUBLIC SERVICE DIVISION	4,379,049	4,952,442	154,459	4,806,523	97.1%	145,919
<u>OPERATIONS</u>						
CONTRACT SERVICES	509,466	447,382	11,461	451,439	100.9%	(4,057)
BUILDING SERVICES	272,337	282,500	28,661	343,569	121.6%	(61,069)
GENERAL GOVERNMENT	940,352	1,035,882	83,871	988,568	95.4%	47,314
MUNICIPAL COURT	18,852	38,250	333	28,878	75.5%	9,372
PUBLIC WORKS	228,298	256,250	14,618	260,550	101.7%	(4,300)
OPERATION DIVISIONS	1,969,306	2,060,264	138,944	2,073,004	100.6%	(12,740)
TOTAL PUBLIC & OPERATING	\$6,348,355	\$7,012,707	\$293,403	\$6,879,528	98.1%	\$133,179
NON-OPERATING						
CAPITAL PROGRAMS	1,178,356	3,109,176	65,331	2,227,830	71.7%	881,346
TOTAL NON-OPERATING	1,178,356	3,109,176	65,331	2,227,830	71.7%	881,346
TOTAL EXPENDITURES	\$7,526,711	\$10,121,883	\$358,734	\$9,107,358	90.0%	\$1,014,525
REVENUE OVER/(UNDER) EXPENDITURES	889,028	(1,802,903)	(205,224)	350,588		

**Statement of Revenue & Expenditures For Month Ended: December 31, 2023** 

### **GENERAL FUND REVENUES**

		PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
Tax Collection	on						
10-4101	Property Tax (M&O)	6,148,263	6,475,089	(4,528)	6,622,995	102.3%	(147,906)
	Total Property Tax :	6,148,263	6,475,089	(4,528)	6,622,995	102.3%	(147,906)
10-4150	Sales Tax	410,159.68	382,000	38,476	514,465	134.7%	(132,465)
10 .100	Total Tax Collection:	6,558,423	6,857,089	33,949	7,137,460	104.1%	(280,371)
Permits & Ir	nspections						
10-4203	Plat Reviews	10,100	9,750	0	8,750	89.7%	1,000
10-4205	Contractor Registration	11,520	10,650	420	9,090	85.4%	1,560
10-4206	Drainage Reviews	59,750	45,000	14,500	68,250	151.7%	(23,250)
10-4207	Permits & Inspection Fees	795,300	471,000	42,541	967,569	205.4%	(496,569)
10-4208	Board of Adjustment Fees	500	1,750	0	750	42.9%	1,000
10 .200	Total Permits & Inspections:	877,170	538,150	57,461	1,054,409	195.9%	(516,259)
Municipal C	ourt						
10-4300	Court Fines	103,604	85,000	4,634	124,086	146.0%	(39,086)
10-4301	Building Security Fund	2,653	1,100	105	3,899	354.4%	(2,799)
10-4302	Truancy Prevention	2,707	1,116	107	3,978	356.4%	(2,862)
10-4303	Local Municipal Tech Fund	2,166	1,000	85	3,183	318.3%	(2,183)
10-4304	Local Municipal Jury Fund	54	25	2	80	318.4%	(55)
10 .00 .	Total Municipal Court:	111,183	88,241	4,933	135,225	153.2%	(46,984)
Investment	Income						
10-4400	Interest Revenue	41,616	60,000	32,640	398,488	664.1%	(338,488)
10 1100	Total Investment Income:	41,616	60,000	32,640	398,488	664.1%	(338,488)
Agencies &	Δlarms						
10-4508	SEC-Registration	26,800	23,000	400	26,100	113.5%	(3,100)
10 1300	Total Agencies & Alarms:	26,800	23,000	400	26,100	113.5%	(3,100)
E lite B							
Franchise Re		04.634	402.000	0	05 447	02.70/	46 502
10-4602	Cable Franchise	81,624	102,000	0	85,417	83.7%	16,583
10-4605 10-4606	Power/Electric Franchise Gas Franchise	272,413 60,030	296,000 25,000	22,702	272,421	92.0% 0.0%	23,579
10-4606	Telephone Franchise	3,675		0	2 200	0.0%	25,000 3,612
10-4607	Wireless Franchise	3,675	7,000 2,000	0	3,388 22,564	1128.2%	(20,564)
10-4008	Total Franchise Revenue:	421,460	432,000	22,702	383,790	88.8%	48,210
Donation- 0	Unition						
<u>Donations 8</u> 10-4702	Kinkaid School Contribution	160,500	183,000	0	65,500	35.8%	117,500
10-4702	Metro Congested Mitigation	136,000	136,000	0	136,000	100.0%	117,300
10-4703	Intergovernmental Revenues	130,000	500	0	130,000	0.0%	500
10-4704	Ambulance	19,929	0	0	37,714	0.0%	(37,714)
10-4703	Misc. Income	640	500	0	55,105	11021.0%	(57,714) (54,605)
10-4801	Donations	1,706	500	0	0	0.0%	500
10-4801	Reimbursement Proceeds	2,029	0	0	0	n/a	0
10-4802	CIP Cost Share	78,211	0	0	24,000	ii/a	(24,000)
10-4803	Credit Card Fees	78,211	0	1,425	4,155		(24,000) (4,155)
10 4004	Total Donations & In Lieu:	399,015	320,500	1,425	322,474	100.6%	(1,974)
	TOTAL REVENUES:	\$8,435,667	\$8,318,980	153,510	9,457,945	113.7%	(\$1,138,965)
eral Fund - Rev	venue	CITY FINA	NCIAL REPORT -	DEC 2023			Page G

Statement of Revenue & Expenditures For Month Ended: December 31, 2023

#### **GENERAL FUND EXPENDITURES**

		PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
PUBLIC SERVICE	<u> </u>						
Community Ev	<u>rents</u>						
10-510-5001	Community Celebration	8,165	5,000	6,146	11,487	229.7%	(6,487)
	Community Events:	8,165	5,000	6,146	11,487	229.7%	(6,487)
Police Services	<u>i</u>						
10-510-5010	MVPD Operations	2,066,417	2,264,745	0	2,201,260	97.2%	63,485
10-510-5011	MVPD Auto Replaceme	53,333	53,333	0	53,333	100.0%	0
10-510-5012	MVPD Capital Expenditu	0	94,591	0	44,591	47.1%	50,000
	Police Services:	2,119,750	2,412,669	0	2,299,184	95.3%	113,485
Sanitation Coll	<u>ection</u>						
10-510-5030	Sanitation Collection	480,775	539,319	47,338	503,107	93.3%	36,212
10-510-5031	Sanitation Fuel Charge	55,426	10,786	947	8,230	76.3%	2,557
	Sanitation Collection:	536,200	550,105	48,285	511,337	93.0%	38,768
Library Service							
10-510-5040	Spring Branch Library	1,500	1,500	0	0	0.0%	1,500
	Library Services:	1,500	1,500	0	0	0.0%	1,500
Street Lighting	: Services						
10-510-5050	Street Lighting	14,453	14,400	1,365	15,227	105.7%	(827)
	Street Lighting Services:	14,453	14,400	1,365	15,227	105.7%	(827)
Fire Services							
10-510-5060	Villages Fire Departmen_	1,698,980	1,968,768	98,662	1,969,287	100.0%	(519)
	Fire Services:	1,698,980	1,968,768	98,662	1,969,287	100.0%	(519)
	TOTAL PUBLIC SERVICE:	\$4,379,049	\$4,952,442	\$154,459	\$4,806,523	97.1%	\$145,919
	_						

		PRIOR	CURRENT	MONTHLY	YTD	%	BUDGET
		YTD	BUDGET	ACTUAL	ACTUAL	BUDGET	BALANCE
	=						
CONTRACT SEI	RVICE DIVISION						
10-520-5101	Grant Administration	5,250	0	0	28,000	n/a	(28,000)
10-520-5102	Accounting/Audit	20,066	25,000	0	19,399	77.6%	5,601
10-520-5103	Engineering	219,880	210,000	10,397	230,302	109.7%	(20,302)
10-520-5104	Legal	88,207	90,000	415	68,797	76.4%	21,204
10-520-5105	Tax Appraisal-HCAD	56,989	58,882	0	62,982	107.0%	(4,100)
10-520-5107	Animal Control	4,850	1,500	0	1,100	73.3%	400
10-520-5108	IT Hardware/Software &	49,620	40,000	648	22,295	55.7%	17,705
10-520-5109	Urban Forester	42,002	0	0	0	n/a	0
10-520-5110	Mosquito Control	22,603	22,000	0	18,565	84.4%	3,435
TOTAL CONT	RACT SERVICE DIVISION:	\$509,466	\$447,382	\$11,461	\$451,439	100.9%	(\$4,057)
	=						
BUILDING SER	VICE DIVISION						
Duilding O Inco	antine Comines						
	pection Services	100 240	102.000	10 512	426 274	122.20/	(22.274)
10-530-5152	Drainage Reviews	109,349	103,000	10,512	136,274	132.3%	(33,274)
10-530-5153	Electrical Inspections	21,690	15,000	1,890	21,735	144.9%	(6,735)
10-530-5154	Plat Reviews	0	500	0	0	0.0%	500
10-530-5155	Plan Reviews	48,000	50,000	4,000	44,000	88.0%	6,000
10-530-5156	Plumbing Inspections	24,975	18,000	2,880	24,660	137.0%	(6,660)
10-530-5157	Structural Inspections	40,095	30,000	3,150	31,905	106.4%	(1,905)
10-530-5158	Urban Forester	0	45,000	4,240	45,840	101.9%	
10-530-5160	Mechanical Inspections	9,360	8,500	810	10,755	126.5%	(2,255)
Building	and Inspection Services:	253,469	270,000	27,482	315,169	116.7%	(44,329)
Supplies and O	ffice Expenditures						
10-530-5108	Information Technology	0	0	0	0	n/a	0
10-530-5207	Misc Supplies	0	1,000	0	650	n/a	350
10-530-5211	Meeting Supplies	0	350	0	81	n/a	269
10-530-5211	Office Supplies	0	900	0	498	n/a	402
10-530-5215	Travel & Training	0	250	0	0	n/a	250
	and Office Expenditures:	0	2,500	0	1,230	n/a	1,270
	r <del></del>	_		_		• -	, -
<u>Insurance</u>							
10-530-5403	Credit Card Charges	18,868	10,000	1,179	27,171	271.7%	(17,171)
	Insurance:	18,868	10,000	1,179	27,171	n/a	(17,171)
TOTAL DIVI	DING SERVICE DIVISION	6272 227	¢202 F00	¢20.004	¢242.FC0	121 69/	(¢co 220)
IOTAL BUIL	DING SERVICE DIVISION:	\$272,337	\$282,500	\$28,661	\$343,569	121.6%	(\$60,229)

		PRIOR	CURRENT	MONTHLY	YTD	%	BUDGET
		YTD	BUDGET	ACTUAL	ACTUAL	BUDGET	BALANCE
GENERAL GOV	ERNMENT DIVISION	110	DODGET	ACTOAL	ACTOAL	DODGET	DALANCE
GENERAL GOV	ERMINICIAL DIVISION						
Administrative	Expenditures						
10-540-5108	Information Technology	0	20,000	54	19,010	95.0%	990
10-540-5202	Auto Allowance/Mileag	9,764	7,200	937	9,946	138.1%	(2,746)
10-540-5203	Bank Fees	3,537	3,000	95	2,224	74.1%	776
10-540-5204	Dues/Seminars/Subscrip	3,506	3,000	580	4,289	143.0%	(1,289)
10-540-5205	Elections	0	5,000	0	619	12.4%	4,381
10-540-5206	Legal Notices	0	3,500	1,184	7,390	211.1%	(3,890)
10-540-5207	Miscellaneous	5,119	5,000	0	2,367	47.3%	2,633
10-540-5208	Citizen Communication	7,339	5,000	0	3,888	77.8%	1,112
10-540-5209	Office Equipment & Ma	9,918	10,000	749	7,125	71.3%	2,875
10-540-5210	Postage	1,000	1,500	0	1,377	91.8%	123
10-540-5211	Meeting Supplies	9,543	10,000	0	2,507	25.1%	7,493
10-540-5212	Rent/Leasehold/Furnitu	134,898	130,000	11,306	137,836	106.0%	(7,836)
10-540-5213	Supplies/Storage	14,611	10,000	542	10,360	103.6%	(360)
10-540-5214	Telecommunications	10,154	16,000	393	8,915	55.7%	7,085
10-540-5215	Travel & Training	1,824	1,000	0	0	0.0%	1,000
10-540-5216	Statutory Legal Notices	2,243	1,500	0	180	12.0%	1,320
Adm	inistrative Expenditures:	213,455	231,700	15,839	218,032	94.1%	13,668
	•						
Wages & Bene	<u>fits</u>						
10-540-5301	Gross Wages	515,004	598,454	59,227	572,999	95.7%	25,455
10-540-5302	Overtime/Severance	19,418	18,236	459	3,043	16.7%	15,193
10-540-5303	Temporary Personnel	26,383	0	0	5,595	n/a	(5,595)
10-540-5306	FICA/Med/FUTA Payroll	40,694	47,728	3,345	43,525	91.2%	4,203
10-540-5310	TMRS (City Responsibility	42,947	59,345	0	52,684	88.8%	6,661
10-540-5311	Payroll Process Exp-Pay	3,242	3,000	342	3,215	107.2%	(215)
	Wages & Benefits:	647,688	726,763	63,372	681,061	93.7%	45,702
	_						
<u>Insurance</u>							
10-540-5353	Employee Insurance	69,607	62,919	4,660	76,836	122.1%	(13,917)
10-540-5354	General Liability	8,482	10,000	0	5,716	57.2%	4,284
10-540-5356	Workman's Compensati	0	4,000	0	5,723	143.1%	(1,723)
	Insurance:	78,089	76,919	4,660	88,275	114.8%	(11,356)
		-		-			
<u>Other</u>							
10-540-5403	Credit Card Charges (Ad	1,120	500	0	1,199	239.8%	(699)
	Intergovernmental:	1,120	500	0	1,199	239.8%	(699)
	-						•
TAL GENERAL	GOVERNMENT DIVISION:	\$940,352	\$1,035,882	\$83,871	\$988,568	95.4%	\$47,314

		PRIOR	CURRENT	MONTHLY	YTD ACTUAL	% BUDGET	BUDGET
		YTD	BUDGET	ACTUAL	ACTUAL	BUDGET	BALANCE
MUNICIPAL CO	UKI DIVISION						
Supplies & Offic	ce Expenditures						
10-550-5204	Dues & Subscriptions	0	0	0	0	n/a	0
10-550-5207	·	0	250	0	232	n/a	18
10-550-5211	Misc Supplies Meeting Supplies	0	250	0	0	n/a	250
10-550-5211	Travel & Training	79	250	0	399	•	(149)
	and Office Expenditures:	79 <b>79</b>	<b>750</b>	0	631	n/a 	119
Supplies	and Office Expenditures.	,,	730	v	031	11/4	113
Court Operatio	ns						
10-550-5403	Credit Card Charges	4,808	12,000	333	3,772	31.4%	8,228
10-550-5404	Judge/Prosecutor/Inter	18,823	25,000	0	24,475	97.9%	525
10-550-5410	OmniBase Services of Te	(4,858)	500	0	0	0.0%	500
10 330 3410	Court Operations:	18,773	37,500	333	28,247	75.3%	9,253
			,				5,=55
TOTAL MUN	ICIPAL COURT DIVISION:	\$18,852	\$38,250	\$333	\$28,878	75.5%	\$9,372
	_	· · · ·		·			
PUBLIC WORKS	MAINTENANCE DIVISION						
Maintenance &	Repair						
10-560-5108	Information Technology			0	1,302	n/a	(1,302)
10-560-5207	Misc Supplies		0	0	1,751	n/a	(1,751)
10-560-5215	Travel & Training	483					
10-560-5500	Public Works Maintenaı	1,183	0	0	4,805	n/a	(4,805)
10-560-5501	TCEQ & Harris CO Perm	1,756	2,000	0	1,756	87.8%	244
10-560-5504	Landscaping Maintenan	103,011	40,000	10,623	58,768	146.9%	(18,768)
10-560-5505	Gator Fuel & Maintenar	45	750	0	395	52.6%	355
10-560-5506	Right of Way Mowing	19,718	40,000	0	72,888	182.2%	(32,888)
10-560-5507	Road & Sign Repair	27,532	30,000	3,123	8,652	28.8%	21,348
10-560-5508	ROW Water/Planting	1,597	2,000	872	8,624	431.2%	(6,624)
10-560-5509	Tree Care/Removal	24,427	15,000	0	24,860	165.7%	(9,860)
10-560-5510	Road/Drainage Mainter	1,277	12,000	0	4,259	35.5%	7,741
10-560-5515	Landscape Improvemen	45,006	100,000	0	52,836	52.8%	47,164
10-560-5516	Equipment Maintenanc	2,264	2,500	0	1,731	69.3%	769
10-560-5517	Street Maintenance	0	12,000	0	5,173	43.1%	6,827
N	Maintenance and Repair:	228,298	256,250	14,618	247,800	96.7%	11,502
Other Expenses	5						
10-560-5600	Capital Equipment		0	0	12,750	n/a	(12,750)
	Total Other	Expenses		0	12,750		(12,750)
TOTAL P	UBLIC WORKS DIVISION:	\$228,298	\$256,250	\$14,618	\$260,550	101.7%	(\$1,248)

		PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
CAPITAL OUTL	AY PROGRAMS						
•	I / Maintenance Programs						
10-570-5606	Road/Drainage Projects	15,125	0	0	0	n/a	0
10-570-5609	Windermere Drainage	(361,422)	0			#DIV/0!	0
		(346,297)	0	0	0	n/a	0
Major Canital	Maintenance Programs						
10-570-5601	Capital Improvements			4,731	4,731		
10-570-5702	Paving Improvements			0	27,151		
10-570-5806	Drainage and Sidewalks	25,563	0		, -	n/a	0
10-570-5808	Wilding Lane	191,187	0	0	0	n/a	0
10-580-5809	96" Stormwater Replace	387,630	1,447,000	27,882	1,569,801	108.5%	(122,801)
10-580-5810	Tokeneke - Country Squ	807,986	384,311	0	307,085	79.9%	77,226
10-580-5811	Capital Programming	68,155	0	2,100	133,226	n/a	(133,226)
10-580-5821	Williamsburg	44,132	187,215	3,150	45,852	24.5%	141,363
10-580-5822	Bothwell Way	0	67,500	0	0	0.0%	67,500
10-580-5823	Windermere Outfall Prc	0	304,200	0	0	0.0%	304,200
10-580-5824	Smithdale Landscape/Si	0	178,690	0	0	0.0%	178,690
10-580-5825	Community Beautificati	0	440,260	32,199	139,984	31.8%	300,276
10-580-5826	Harris Co. Signal Particit	0	100,000	0	0	0.0%	100,000
		1,524,653	3,109,176	65,331	2,227,830	71.7%	913,228
TOTAL CAPIT	TAL OUTLAY PROGRAMS:	\$1,178,356	\$3,109,176	\$65,331	\$2,227,830	71.7%	\$913,228
		,-,	45,255,270	7.5,302	7-7,300		7,
TOTA	L EXPENDITURES:	\$7,526,711	\$10,121,883	\$358,734	\$9,107,358	90.0%	\$1,050,299

Statement of Revenue & Expenditures For Month Ended: December 31, 2023

DEBT SERVICE FUND						
	PRIOR	CURRENT	MONTHLY	YTD	%	BUDGET
	YTD	BUDGET	ACTUAL	ACTUAL	BUDGET	BALANCE
REVENUES						
PROPERTY TAXES	886,381	899,330	(658)	919,213	102.2%	(19,883)
Total Property Tax :	886,381	899,330	(658)	919,213	102.2%	(19,883)
INTEREST	67,401	10,000	1,671	47,387	473.9%	(37,387)
TOTAL OPERATING	953,782	909,330	1,013	966,600	106.3%	(57,270)
TOTAL REVENUES	\$953,782	\$909,330	\$1,013	\$966,600	106.3%	(\$57,270)
	PRIOR	CURRENT	MONTHLY	YTD	%	BUDGET
	YTD	BUDGET	ACTUAL	ACTUAL	BUDGET	BALANCE
<u>EXPENDITURES</u>						
TAX BOND PRINCIPAL	765,000	790,000	0	790,000	100.0%	0
TAX BOND INTEREST	107,950	84,950	0	84,950	100.0%	0
FISCAL AGENT FEES	3,000	3,000	0	3,000	100.0%	0
OPERATING EXPENDITURES	875,950	877,950	0	877,950	100.0%	0
TOTAL EXPENDITURES	\$875,950	\$877,950	\$0	\$877,950	100.0%	\$0
	7075,550	70				
	<del> </del>	4211,622	·			

### ITEM A (ii.)

### **PROPERTY TAX REPORT – November 2023**

### City of Piney Point Village Monthly Tax Office Report December 31, 2023

### Prepared by: Elizabeth Ruiz, Tax Assessor/Collector

Α.	Current Taxable	e Value	\$ 3,081,144,459

В.	Summar	y Status of	Tax Levy	/ and C	Current	Receivable	Balance:
----	--------	-------------	----------	---------	---------	------------	----------

	Current		Delinquent		
	2022	2	021 & Prior		
	 Tax Year		Tax Years		Total
Original Levy 0.25514	\$ 6,994,791.16	\$	-	\$	6,994,791.16
Carryover Balance	-		147,884.68		147,884.68
Adjustments	444,772.64		(40,194.13)		404,578.51
Adjusted Levy	7,439,563.80		107,690.55		7,547,254.35
Less Collections Y-T-D	7,405,080.03		(401.52)		7,404,678.51
Receivable Balance	\$ 34,483.77	\$	108,092.07	\$	142,575.84

### C. COLLECTION RECAP:

Current Month:		Current 2022 Tax Year		Delinquent 2021 & Prior Tax Years		Total	
Base Tax Penalty & Interest Attorney Fees Other Fees	\$	(4,956.38) 134.54 (115.78)	\$	6	(363.58) - - -	\$ (5,319.96) 134.54 (115.78)	
Total Collections	\$	(4,937.62)	9	)	(363.58)	\$ (5,301.20)	
Year-To-Date:		Current 2022 Tax Year	_	20	Delinquent Delinquent Delinquent Delinquent Delinquent	 Total	
Base Tax: Penalty & Interest Attorney Fees Other Fees Total Collections	\$	7,405,080.03 36,858.63 4,992.69 20.40 7,446,951.75	-		(401.52) 12,832.24 10,049.50 818.65 23,298.87	\$ 7,404,678.51 49,690.87 15,042.19 839.05 7,470,250.62	
Percent of Adjusted Levy		100.10%	<del></del>			100.41%	

### MONTHLY TAX OFFICE REPORT Tax A/R Summary by Year December 31, 2023

YEAR	E	EGINNING BALANCE DF 12/31/2022	ΑГ	JUSTMENTS	COL	LECTIONS	Е	ENDING BALANCE OF 12/31/2023
21	\$	43,690.21	\$	(12,957.18)	\$	5,143.66	\$	25,589.37
2020	Ψ	28,555.27	Ψ	(15,246.60)	Ψ	(3,068.76)	Ψ	16,377.43
19		22,688.76		(4,023.31)		2,325.71		16,339.74
18		13,064.06		(3,725.80)		(819.22)		10,157.48
17		4,648.01		(1,890.68)		(1,859.21)		4,616.54
16		4,577.04		(2,190.65)		(2,160.13)		4,546.52
15		4,154.85		0.01		-		4,154.86
14		3,783.69		-		12.06		3,771.63
13		3,467.82		-		24.37		3,443.45
12		2,787.74		(115.24)		-		2,672.50
11		3,180.89		-		-		3,180.89
10		3,007.68		-		-		3,007.68
09		2,737.28		-		-		2,737.28
08		2,491.47		-		-		2,491.47
07		2,455.76		-		-		2,455.76
06		2,365.71		-		-		2,365.71
05		75.13		-		-		75.13
04		63.95		-		-		63.95
03		44.68		-		-		44.68
02		44.68		(44.68)				
	\$	147,884.68	\$	(40,194.13)	\$	(401.52)	\$	108,092.07



# City of Piney Point Village

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

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

### QUARTERLY INVESTMENT REPORT

PERIOD ENDED DECEMBER 31, 2023

January 22, 2024

Following the Public Funds Investment Act, Chapter 2256.023 of the Government Code, the Investment Officer shall prepare and submit to the City Council a quarterly report of investment transactions of all funds for the preceding period.

The City invests cash that is not immediately needed for operations in Certificates of Deposit, TexPool, Texas Class and Securities issued by Agencies of the Federal Government as allowed by the Public Funds Investment Act and the City's Investment Policy.

#### Portfolio Recap:

- ✓ The TexPool earned an average yield of 5.37%.
- ✓ The Texas Class earned an average yield of 5.57%.
- ✓ Throughout the quarter, the City's investments earned interest of \$94,716.61.

During the fourth quarter of FY 2023, the Federal Open Market Committee (FOMC) maintained the same interest rate range of 5.0% to 5.25%, reaffirming its commitment to combat price pressures in an economy operating well beyond full employment. Staff will continue to monitor all accounts.

Enclosed are investment transaction details for the Quarter that Ended December 31, 2023. This information shows that the beginning market value was \$8,565,989.07 as of October 1, 2023, and the ending market value was \$8,557,582.68 on December 31, 2023. Also included is documentation showing the book value additions of \$5,238,338.67 and book value withdrawals of \$5,341,461.67 for the fourth quarter.

<u>Compliance</u>: The City requires its depository banks to provide collateral for all deposits over Federal Deposit Insurance. As of December 31, 2023, the market value of collateral pledged to the City by Amegy Bank is through Zions Bank Corporation National Association.

<u>Market Value</u>: The City currently holds no investments in which the book value differs from the market value. For all holdings, the book value is equal to the market value.

This report follows the investment strategy of Piney Point Village Investment Policy and with the Texas Public Funds Investment Act, V.T.C.A., Government Code Ch. 2256, as amended.

Investment Officer:		
Joel Bender	Michael Herminghaus	Robert Pennington

# CITY OF PINEY POINT VILLAGE QUARTERLY INVESTMENT REPORT DECEMBER 2023 QUARTER END

### **SUMMARY**

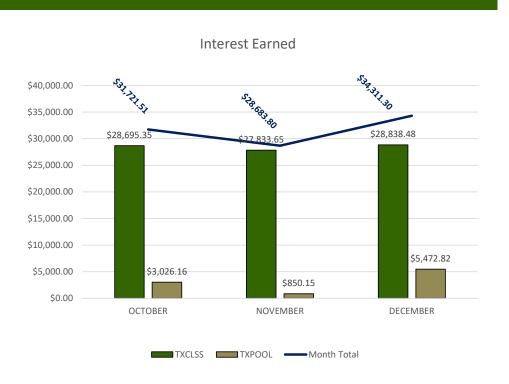
ALL FUNDS	OCTOBER	NOVEMBER	DECEMBER	TOTAL
Beginning Balance	\$8,565,989.07	\$6,916,091.81	\$6,598,930.83	\$8,565,989.07
Deposits	\$1,893,289.98	\$952,555.50	\$2,392,493.19	\$5,238,338.67
Interest	\$31,721.51	\$28,683.80	\$34,311.30	\$94,716.61
Withdrawals	\$3,574,908.75	\$1,298,400.28	\$468,152.64	\$5,341,461.67
ENDING BALANCE	\$6,916,091.81	\$6,598,930.83	\$8,557,582.68	\$8,557,582.68

Average Monthly Rate	OCTOBER	NOVEMBER	DECEMBER	TOTAL
Amegy Interest Revenue	0.00%	0.00%	0.00%	\$0.00
Texas Class Interest Revenue	5.56%	5.59%	5.57%	\$85,367.48
Texpool Interest Revenue	5.36%	5.37%	5.37%	\$9,349.13

Net Asset Value (NAV)	OCTOBER	NOVEMBER	DECEMBER
Texas Class NAV (Month End)	1.00000	1.00000	1.00000
Texpool NAV	0.99988	0.99999	0.99999

Value	OCTOBER	NOVEMBER	DECEMBER
Texas Class Market	\$21,237,281,363	\$20,606,212,046	\$21,789,096,250
Texas Class Amortized	\$21,238,130,709	\$20,605,799,120	\$21,789,204,806
Texpool Market	\$29,541,854,595	\$28,565,607,790	\$31,950,226,295
Texpool Book	\$29,544,897,823	\$28,564,817,304	\$31,950,119,976

Texas Class Rating	Standard & Poor's	AAAm
Texpool Rating	Standard & Poor's	AAAm



At the end of the quarter, yields on 1-, 3-, 6- and 12-month U.S. Treasuries were 5.40%, 5.35%, 5.27% and 4.78%, respectively; the 1-, 3-, 6- and 12-month Bloomberg Short-Term Bank Yield Index rates (BSBY) were 5.47%, 5.45%, 5.36% and 5.17%, respectively;

# CITY OF PINEY POINT VILLAGE QUARTERLY INVESTMENT REPORT DECEMBER 2023 QUARTER END

### **AMEGY ACCOUNTS**

GENERAL OPERATING	OCTOBER	NOVEMBER	DECEMBER	TOTAL
Fund 10 - General				
Beginning Balance	\$310,605.27	\$164,365.19	\$241,067.85	\$310,605.27
Deposits	\$1,878,668.67	\$875,102.94	\$363,942.10	\$3,117,713.71
Interest	\$0.00	\$0.00	\$0.00	\$0.00
Withdrawals	\$2,024,908.75	\$798,400.28	\$318,152.64	\$3,141,461.67
ENDING BALANCE	\$164,365.19	\$241,067.85	\$286,857.31	\$286,857.31

NON-MAJOR	OCTOBER	NOVEMBER	DECEMBER	TOTAL
Fund 30 - Child Safety				
Beginning Balance	\$38,098.90	\$38,356.56	\$38,638.52	\$38,098.90
Deposits	\$257.66	\$281.96	\$253.28	\$792.90
Interest	\$0.00	\$0.00	\$0.00	\$0.00
Withdrawals	\$0.00	\$0.00	\$0.00	\$0.00
ENDING BALANCE	\$38,356.56	\$38,638.52	\$38,891.80	\$38,891.80

### **TEXAS CLASS ACCOUNTS**

GENERAL FUND	OCTOBER	NOVEMBER	DECEMBER	TOTAL
Fund 10				
Beginning Balance	\$7,349,319.72	\$5,877,205.78	\$5,904,248.19	\$7,349,319.72
Deposits	\$0.00	\$0.00	\$0.00	\$0.00
Interest	\$27,886.06	\$27,042.41	\$28,018.67	\$82,947.14
Withdrawals	\$1,500,000.00	\$0.00	\$0.00	\$1,500,000.00
ENDING BALANCE	\$5,877,205.78	\$5,904,248.19	\$5,932,266.86	\$5,932,266.86

DEBT SERVICE	OCTOBER	NOVEMBER	DECEMBER	TOTAL
Fund 20				
Beginning Balance	\$171,153.27	\$171,962.56	\$172,753.80	\$171,153.27
Deposits	\$0.00	\$0.00	\$0.00	\$0.00
Interest	\$809.29	\$791.24	\$819.81	\$2,420.34
Withdrawals	\$0.00	\$0.00	\$0.00	\$0.00
ENDING BALANCE	\$171,962.56	\$172,753.80	\$173,573.61	\$173,573.61

### **TEXPOOL ACCOUNTS**

GENERAL OPERATING	OCTOBER	NOVEMBER	DECEMBER	TOTAL
Fund 10 /1100				
Beginning Balance	\$634,865.16	\$599,533.40	\$169,564.56	\$634,865.16
Deposits	\$11,934.38	\$69,479.01	\$1,800,750.12	\$1,882,163.51
Interest	\$2,733.86	\$552.15	\$4,621.52	\$7,907.53
Withdrawals	\$50,000.00	\$500,000.00	\$150,000.00	\$700,000.00
ENDING BALANCE	\$599,533.40	\$169,564.56	\$1,824,936.20	\$1,824,936.20

DEBT SERVICE	OCTOBER	NOVEMBER	DECEMBER	TOTAL
Fund 20 /1105				
Beginning Balance	\$61,946.75	\$64,668.32	\$72,657.91	\$61,946.75
Deposits	\$2,429.27	\$7,691.59	\$227,547.69	\$237,668.55
Interest	\$292.30	\$298.00	\$851.30	\$1,441.60
Withdrawals	\$0.00	\$0.00	\$0.00	\$0.00
ENDING BALANCE	\$64,668.32	\$72,657.91	\$301,056.90	\$301,056.90



Invoice

# 3454

Date:

Jan 10, 2024

**Balance Due:** 

\$4,980.00

Tree Service and Design 2710 Hullsmith Dr. #303 Houston Tx 77063

Bill To:

City Of Piney Point 7676 Woodway St 300 Houston Tx 77063

Item	Quantity	Rate	Amount
11320 Memorial Dr, 7 large dead pine trees on C.R.O.W. removed and disposed of	1	\$4,980.00	\$4,980.00
		Total:	\$4,980.00

#### Terms:

Customer represents and warrants that all trees, plant material and property upon which Work to be performed are either owned by Customer or, if not owned by Customer, that the owner of such trees, plant materials and property has authorized Customer to have the Work Performed. Customer hereby grants Tree Service and Design a license to access and use such trees, plant materials and property in order to perform the Work. All work to be paid upon completion.



Invoice

# 3447

Date:

Dec 22, 2023

**Balance Due:** 

\$485.00

Tree Service and Design 2710 Hullsmith Dr. #303 Houston Tx 77063

Bill To:

City of Piney Point 7676 Woodway, St 300 Houston Tx 77063

Item	Quantity	Rate	Amount
Cement base for the back flow valve preventer along with a cage.	1	\$485.00	\$485.00
		Total:	\$485.00

#### Terms:

Customer represents and warrants that all trees, plant material and property upon which Work to be performed are either owned by Customer or, if not owned by Customer, that the owner of such trees, plant materials and property has authorized Customer to have the Work Performed. Customer hereby grants Tree Service and Design a license to access and use such trees, plant materials and property in order to perform the Work. All work to be paid upon completion.



Tree Service and Design 2710 Hullsmith Dr. #303 Houston Tx 77063

Bill To:

**City of Piney Point**South Piney Point Project
Irrigation

nvo	
Invo	

# 3446

Date: Dec 22, 2023

**Balance Due:** \$8,500.00

Item	Quantity	Rate	Amount
16 zone Sprinkler System, Hunter controller: Hunter HTRXCH 1200 SS (Qty 2), Hunter solar panel: HTRSPXCH (Qty 7), 1" Backflow, Shut off valve -5 zones for tree bubblers -11 zones for lawn	1	\$8,500.00	\$8,500.00

Subtotal: \$8,500.00

Tax (0%): \$0.00

Total: \$8,500.00

Notes:

All parts and labor are included.

### Terms:

Customer represents and warrants that all trees, plant material and property upon which Work to be performed are either owned by Customer or, if not owned by Customer, that the owner of such trees, plant materials and property has authorized Customer to have the Work Performed. Customer hereby grants Tree Service and Design a license to access and use such trees, plant materials and property in order to perform the Work. All work to be paid upon completion.

## **Temporary Certificate of Occupancy**

## **Check Refund Request**

### (Temporary Certificate of Occupancy)

Date Request:	Check Request Amount:	Trans Code:
01/18/2024	\$25,000.00	Incode
Original Check Payment Received on Date: 12/18/2023	Original Check Processed Date: 12/18/2023	Property Address: 205 Merrie Way Lane (New Single Family)
Permit #: Incode; P# 18466	Applicant Name: Jim Bob Taylor	Contact Phone Number: Jim Bob Taylor w/ D L Doyle Construction Co;
Builder Contact Name and Address:  Jim Bob Taylor  D L Doyle Construction Co;	Original Resident Address:	*Notes: The builder paid by check for the temporary certificate of occupancy. The temporary extension deadline was on; Monday, February 5th, 2024. HDR Engineering approved the final as built topo on; Builder had to do an appeal to the City, in regards to our current drainage criteria because of the pool decking elevations. HDR approved the appeal. Builder met all other requirements. I recommend approval
Builder Phone/ E-Mail;	Resident Name: Mingda and Holly Zhao	Original Permit Number: P#18466
Original Receipt Transaction Receipt: #00026308 Trans: # 110.0000 Term: 998 Ref: Check Date: 12/18/2023 Time: 03:22 p.m.	Notes:  See the attached copy of the supporting documents.	Make Check Payable: D L Doyle Construction Co; \$25,000.00 Check Request

## CITY OF PINEY POINT VILLAGE

REC#: 00026308 12/18/2023 3:22 PM

OPER: AA TERM: 998

REF#: CK#55509

TRAN: 110.0000 GAS METER DEPOSIT D & DOYLE CO REF 205 MERRIE WAY LANE TEMP CERT OF OCC Gas Meter Deposit 25,000.00CR

TENDERED: 25,000.00 CHECK

APPLIED: 25,000.00-

0.00 CHANGE:

Payments can be made online www.cityofpineypoint.com





# City of Piney Point Village

7676 WOODWAY DR., SUITE 300 HOUSTON, TX 77063-1523 TELEPHONE (713) 782-0271 FAX (713) 782-0281

Friday, December 22nd, 2023

D L Doyle Construction Co; Jim Bob Taylor



RE: Temporary Certificate of Occupancy

Ref: 205 Merrie Way Lane, Houston, Texas 77024 (City of Piney Point Village)

The City of Piney Point Village is issuing a Temporary Certificate of Occupancy authorizing your occupancy of 205 Merrie Way Lane before the completion of the final City checklist.

Your signature below indicates that you have agreed to complete all City requirements within the next (45) days. Specifically, you agree that the \$25,000 fiscal security posted to the city will serve as a security to the city that the following items will be completed no later than the end of the day, **Monday, February 5**th **2024**.

- Drainage Final
- · Final As Built Topo
- MVWA Clean Out Inspection
- Pool Final
- Trash Enclosure Final
- Electrical for Trash Enclosure

Failure to comply with or complete any item on the City's checklist for occupancy by the agreed upon such time, will result in the city revoking the Temporary Certificate of Occupancy and levying a fine of \$2,000 per day, to be taken from the posted security.

By signing below, you are acknowledging that you have requested and been given a Temporary Certificate of Occupancy and failure to perform as agreed will result in the revocation of the Temporary Certificate of Occupancy.

Sincerely,

Robert Pennington

City Administrator/City of Piney Point Village

Agreed: (Builder) Jim Bob Taylor

Agreed: (Resident) Mingda Zhao:

Agreed: (Resident) Holly Zhao:



# City of Piney Point Village

7676 WOODWAY DR., SUITE 300 HOUSTON, TX 77063-1523 TELEPHONE (713) 782-0271 FAX (713) 782-0281

### CITY OF PINEY POINT VILLAGE

**Certificate of Occupancy** 



THIS FORM WAS PRINTED ON 1/12/2024

### **205 MERRIE WAY LANE**

This Certificate issued pursuant to the requirements of the Standard Building Code certifying that at the time of issuance, this structure was in compliance with the various ordinances of the Jurisdiction regulating building construction or use.

PROJECT #: 18466

OCCUPATION TYPE: NEW SINGLE

**FAMILY HOME** 

PROPERTY OWNER: MINGDA & HOLLY ZHAO

BUILDER/CONTRACTOR NAME: DL DOYLE CONSTRUCTION CO

PROJECT COMPLETION DATE: DECEMBER 22ND, 2023

Annette R. Arriaga Director of Planning, Development & Permits City Building Official



December 22, 2023

Mario F. Colina Probstfeld & Assossiates

Re: On-Going Services

As-Built Review of 205 Merrie Way-Second Submittal

Piney Point Village, Texas HDR Job No. 10361768

Dear Mr. Colina,

We are in receipt of the As-Built Drainage Plan for the above referenced address, dated 12/13/2023. Based on the submitted elevations, as well as your review and statement that the plan conforms to the approved drainage plan, the City interposes no objection to the asbuilt drainage plan contingent upon the following:

• The covered pool decking elevations on the south side of the house structure and the tile area elevations on the Northwest side of the house structure do not conform to City Ordinance Chapter 34 — Article IV. The engineer of record and the developer of this property acknowledge this nonconformance in the letters dated 12/13/2023, have appeared to mitigate the effects of the non-conformance with the existing drainage plan signed and sealed on 12/12/2023, and have indicated no adverse impact from the nonconformance to the drainage on the adjacent properties.

Please note, this does not necessarily mean that the entire plans, including all supporting data and elevations, have been completely checked and verified. However, the plan is signed, dated, and sealed by both a Professional Land Surveyor and a Professional Engineer, both of which are registered to practice in the State of Texas, which therefore conveys their professional responsibility and accountability.

Please contact Ms. Annette Arriaga with the City of Piney Point Village at 713-782-0271 to obtain your approved As-Built plan.

Sincerely,

HDR Engineering, Inc.

Aaron Croley, P.E., CFM Project Engineer

Enclosures

cc: Annette Arriaga - City of Piney Point Village

hdrine,com

515 PARK GROVE DRIVE ▲ SUITE 102 ▲ KATY, TEXAS 77450 ▲ 281.829.0034 ▲ 281.829.0233 FAX

December 13, 2023

Ms. Annette Arriaga
City of Piney Point Village
Director of Planning, Development &
Permits\ Building Official
7676 Woodway Drive, Suite 300
Houston, TX 77063

Re: Appeal Letter for Article IV Section 34-122. - Limitation on lot fill for property As-Built Review of 205 Merrie Way - First Submittal (Expedited) ~ 12-12-2023. Piney Point Village, Texas HDR Job No. 10361768

Dear Ms. Arriaga,

Please accept this letter as a formal appeal request to Article IV Section 34-122 that limits the amount of fill to a maximum elevation of 1% slope from existing elevations (pre-construction elevations).

The north courtyard and the pool coping in the rear are adjacent and lower by approximately 9 inches to the main residence. The courtyard and pool coping exceed the 1% fill by city ordinance with adjacent finished ground elevations in compliance. However, there are enough drainage inlets in the proximity to capture all the runoff with no adverse consequences to the property to the south and the right-of way.

It's my opinion as the engineer of record of the above referenced project that the installed drainage system is adequate and that there is not direct runoff to any of the surrounding properties.

Please let me know if you have any questions or need any additional information.

Respectfully,

Mario Colina, P.E. Probstfeld & Associates, Inc. T.E.F.R. No. F-14349



December 13, 2023

Ms. Annette Arriaga
City of Piney Point Village
Director of Planning, Development &
Permits / Building Official
7676 Woodway Drive, Suite 300
Houston, Texas 77063

Re: Appeal Letter for Article IV Section 34-122. – Limitation on lot fill for property As-Built Review of 205 Merrie Way – First Submittal (Expedited) ~ 12-12-2023.

HDR Job No. 10361768

Dear Ms. Arriaga,

Please accept this explanation for the Appeal Request to Article IV Section 34-122 in regard to 1% slope from existing elevations.

The pool is under roof, connected and part of the house foundation. The condition is that of a covered porch. See attached photographs. As it is part of the house and covered by roof, the Owner wanted a reasonable step down from the doors to pool, as the other covered porches on the house. This is not the typical pool situation where the pool paving is exposed and subject to runoff. The covered roof will carry the runoff to the drainage system as designed.

The North Courtyard is designed to not have a large step down from the house. The courtyard paving is enclosed on four sides with a door opening. It is surrounded by roof overhang and gutters along with sloped paving to a storm drain inlet in the center. Unlike a driveway or walkway the drainage is contained to an inlet. See attached photographs.

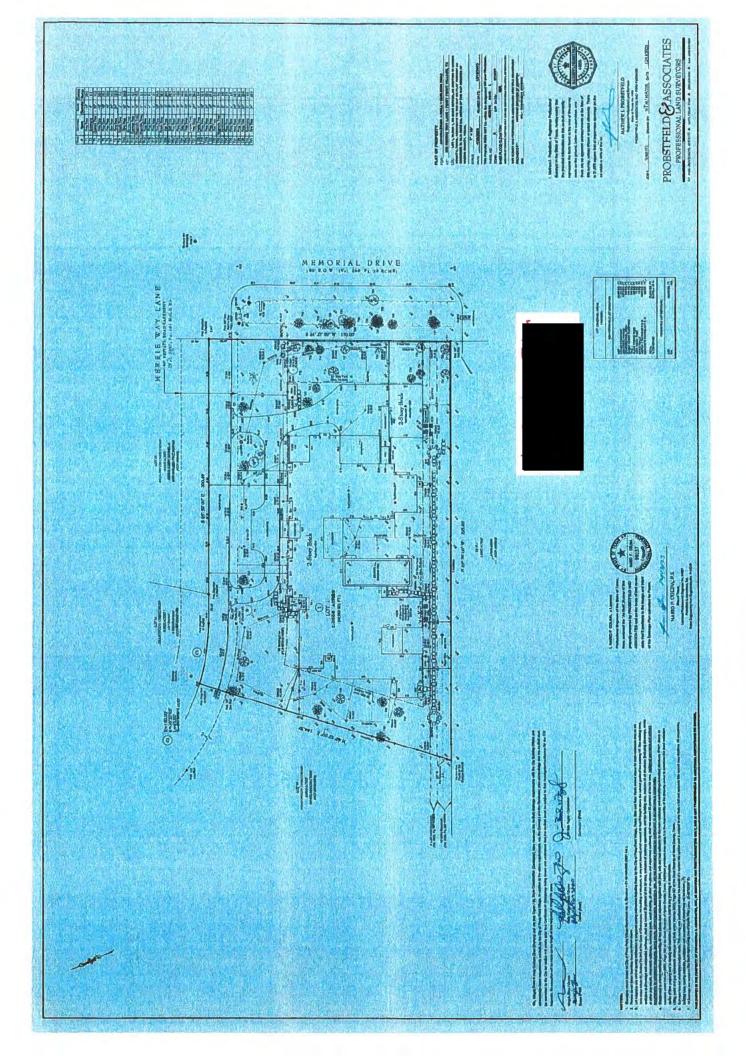
Given these conditions you will find that neither area allows for water to runoff toward adjacent properties as is the intent of the 1% ordinance.

Please let us know if you have any questions or need any additional information.

Sincerely,

im Bob Taylor Project Manager

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## **Check Refund Request**

### (Temporary Certificate of Occupancy)

Date Request: 01/18/2024	Check Request Amount: \$25,000.00	Trans Code: Incode
Original Payment Received on Date: 08/08/2023	Original Credit Card Processed Date: 08/08/2023	Property Address: 11503 Habersham Lane (New Single Family)
Permit #: Incode; P# 18268	Applicant Name: Tom Netek	Contact Phone Number: Tom Netek Cell phone
Builder Contact Name and Address:  Tom Netek Thompson Custom Homes	Original Resident Address:	*Notes: The resident paid by credit card for the temporary certificate of occupancy. The temporary extension deadline was on; October 2nd, 2023. HDR Engineering approved the final as built topo on; They exceeded the allowable time frame per our current temp certificate of occupancy -original ordinance letter. Letter on file from the builder for additional time needed. The builder had to also do an appeal to the City, in regards to our current drainage criteria because of the pool elevations. HDR approved the appeal.  I recommend approval
Builder Phone/ E-Mail; Tom Netek Cell phone	Resident Name: Ryan Sheffler	Original Permit Number: P# 18268
Original Receipt Transaction Receipt: #00025556 Trans: # 110.0000 Term: 998 Ref: Credit Card Date: 08/08/2023 Time: 02:08 p.m.	Notes:  See the attached copy of the supporting documents.	Make Check Payable:  Ryan Sheffler 11503 Habersham Lane Houston, Texas 77024  \$25,000.00 Check Request

## **Credit Card Authorization Form**

## City of Piney Point Village, Texas

\*\*\*ALL FIELDS ARE REQUIRED\*\*\*

Date: <u>8/8/23</u>

1. Project Information	homeonyur -	
City of Piney Point Project Address: 1150	4 4	
Project Permit Number: 18268 PMD	4366	
Reason for Payment: Contractor Regist	ration Re-Inspection Initial Perrof Occupancy Toup Gar	nit 4 ob 00(
2. Card Information	O)	as meter
Company Name:		
Name on Credit Card: Ryan Shet	fler	
Card Type:  VISA  MASTERCAI		
Credit Card Number:	CITY OF PINEY POINT VILLAGE	
Expiration Date: 12 / 24 3-4	713-782-0275 ***** REPRINT RECEIPT *****	Z
3. Billing Information	REC#: 00025556 8/08/2C23 2:03 0" OPER: CC TERM: 111	
Credit Card Address:	REF#: AMEX	
City: Houston Sta	ACCT #: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	7
E-Mail for Credit Card Receipt:	TRAN #: 000082980287 TYPE: PURCHASE ENTRY MODE: MANUAL	<b>p</b>
Amount Authorized to be charged on the (	A CONTRACTOR OF THE CONTRACTOR	
For any questions regarding this credit car	TRAN: 110.0000 GAS METER DEPOSIT RYAN SHEFFLER TEMP GAS METER 11503 HABERSHAM LN	*
I am the Owner of this Credit Cε	Gas Meter Deposit 25,000.0003	dit Card
Contact Name: First Name	TENDERED: 25,000.0C CREDIT CAR: APPLIED: 25,000.0C-	
Phone Number(s):	CHANGE: 0.0C	-
thank you, from the Dire	Payments can be made online www.cityofpineypoint.com	

bldgofficial@pineypt.org



# City of Piney Point Village

7676 WOODWAY DR., SUITE 300 HOUSTON, TX 77063-1523 TELEPHONE (713) 782-0271 FAX (713) 782-0281

Wednesday, August 16, 2023

Thompson Custom Homes

RE: Temporary Certificate of Occupancy

Ref: 11503 Habersham Lane

The City of Piney Point Village is issuing a Temporary Certificate of Occupancy authorizing your occupancy of 11503 Habersham Ln before the completion of the final City checklist.

Your signature below indicates that you have agreed to complete all City requirements within the next (45) days. Specifically, you agree that the \$25,000 fiscal security posted to the city will serve as a security to the city that the following items will be completed no later than the end of the day, Monday, October 2<sup>nd</sup>, 2023:

- Decking Final
- Drainage Final
- Driveway/Flatwork Final
- Electrical Final Generator
- Generator Final
- Final As-Built Topo Final
- Fence Final

- Irrigation Final
- Mailbox Final
- MVWA Clean Out
- Pool Final
- Tree Final
- Turf Final

Failure to comply with or complete any item on the City's checklist for occupancy by the agreed upon such time, will result in the City revoking the Temporary Certificate of Occupancy and levying a fine of \$2,000 per day, to be taken from the posted security.

By signing below, you are acknowledging that you have requested and been given a Temporary Certificate of Occupancy and failure to perform as agreed will result in the revocation of the Temporary Certificate of Occupancy.

Robert Pennington
City Administrator/City of Piney Point Village

Agreed: Brian Thompson w/ Thompson Custom Homes/Builder:
Tom Netek w/ Thompson Custom Homes/Builder:
Ryan Sheffler/Resident:



# City of Piney Point Village

7676 WOODWAY DR., SUITE 300 HOUSTON, TX 77063-1523 TELEPHONE (713) 782-0271 FAX (713) 782-0281

#### CITY OF PINEY POINT VILLAGE

Certificate of Occupancy



THIS FORM WAS PRINTED ON 11/30/2023

#### 11503 HABERSHAM LANE

This Certificate issued pursuant to the requirements of the Standard Building Code certifying that at the time of issuance, this structure was in compliance with the various ordinances of the Jurisdiction regulating building construction or use.

PROJECT #: 18268

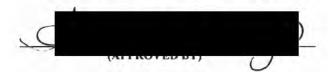
OCCUPATION TYPE: NEW SINGLE

**FAMILY HOME** 

PROPERTY OWNER: RYAN SHEFFLER

BUILDER/CONTRACTOR NAME: THOMPSON CUSTOM HOMES

PROJECT COMPLETION DATE: NOVEMBER 30<sup>TH</sup>, 2023



11 /30/ 2023

Director of Panning, Development & Permits City Building Official Annette R. Arriaga



November 30, 2023

Albert A. Syzdek Jr. Probstfeld & Assossiates

Re: On-Going Services

As-Built Review of 11503 Habersham Lane-Second Submittal

Piney Point Village, Texas HDR Job No. 10361768

Dear Mr. Syzdek,

We are in receipt of the As-Built Drainage Plan for the above referenced address, dated 11/8/2023. Based on the submitted elevations, as well as your review and statement that the plan conforms to the approved drainage plan, the City interposes no objection to the asbuilt drainage plan contingent upon the following:

• The pool decking elevations, rear patio elevations, and tile area elevations all on the South side of the house structure do not conform to City Ordinance Chapter 34 – Article IV. The engineer of record and the developer of this property acknowledge this nonconformance in the letters dated 11/7/2023 and 11/8/2023, has appeared to mitigate the effects of the non-conformance with the existing drainage plan signed and sealed on 3/15/2023, and has indicated no adverse impact from the nonconformance to the drainage on the adjacent properties.

Please note, this does not necessarily mean that the entire plans, including all supporting data and elevations, have been completely checked and verified. However, the plan is signed, dated, and sealed by both a Professional Land Surveyor and a Professional Engineer, both of which are registered to practice in the State of Texas, which therefore conveys their professional responsibility and accountability.

Please contact Ms. Annette Arriaga with the City of Piney Point Village at 713-782-0271 to obtain your approved As-Built plan.

Sincerely,

HDR Engineering, Inc.

Aaron Croley, P.E., CFM

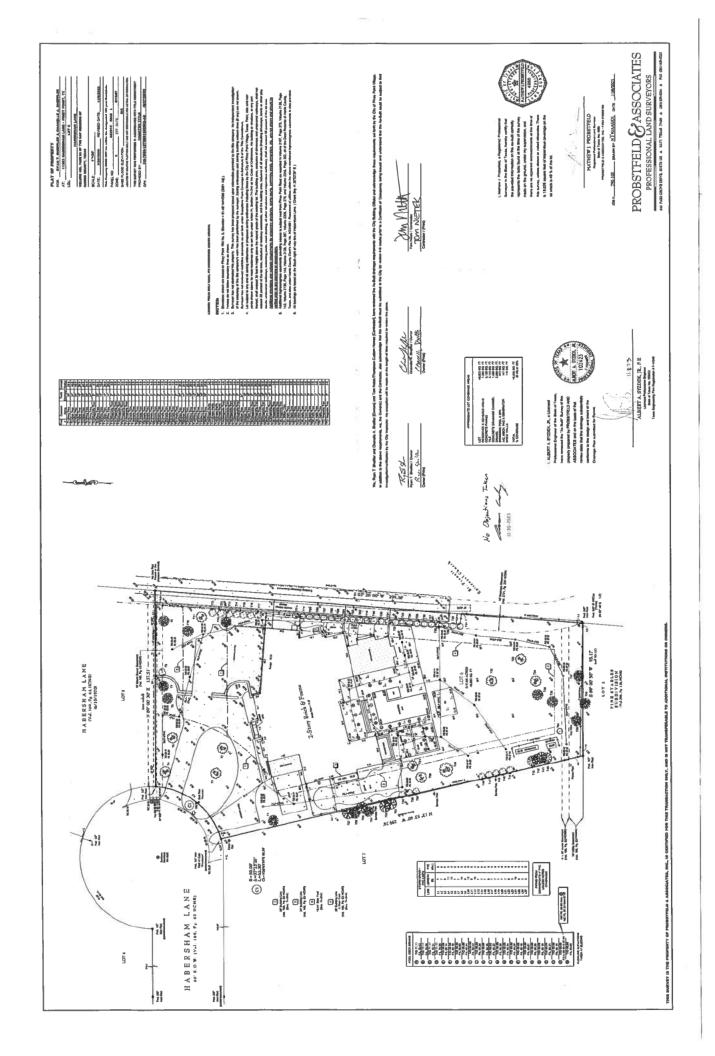
Project Engineer

Enclosures

cc: Annette Arriaga - City of Piney Point Village

hdrinc.com

4828 Loop Central Drive, Suite 800 Houston, TX 77081-2220 T (713) 622-9264 F (713) 622-9265 Texas Registered Engineering Firm F-754



#### **Temporary Certificate of Occupancy**



Good Afternoon! We are quickly approaching the end of our temporary Certificate of Occupancy time allotment for completion of the Sheffler Residence at 11503 Habersham Ln. The Home structure is complete inside and outside, yet the landscaping, pool and fencing are still 2-4 weeks away from completion. We have had several weather and supply-chain issues that have slowed the finishing process down. At this time, we would like to request for a 45-day extension in order to complete the remaining items and submit our as-built survey along with the required final inspections. Thank you for your time and patience.

Best Regards,



ronow as on...

Instagram: @thompsoncustomhomes Facebook: Thompson Custom Homes

This email has been scanned for spam and viruses by Proofpoint Essentials. Click <u>here</u> to report this email as spam.

515 PARK GROVE DRIVE ▲ SUITE 102 ▲ KATY, TEXAS 77450 ▲ 281.829.0034 ▲ 281.829.0233 FAX

DATE: November 7, 2023

TO: Annette Arriaga
City of Piney Point Village
Director of Planning
Development & Permits/Building Official
7676 Woodway, Suite 300
Houston, Texas 77063

#### RE: HDR Job No. 1061768 ~ 1% grade Appeal Request for As-Built Review of 11503 Habersham Lane

Dear Ms. Arriaga,

We are in receipt of the first submittal as-built review of 11503 Habersham Lane dated 11/2/2023. The site consists of 0.9188 acres of land with approximately 49% of total impervious coverage and located outside of any floodplain. This coverage includes a portion of a concrete lined drainage ditch that extends inside the east side of the property line and varies from approximately 9.5' to 6.1' inside the east property line. There is a newly constructed 2-story brick and frame residence with covered areas, pool gravel and tile areas. There is adequate drainage in and around the property that captures the site runoff and ultimately outfalls into the said drainage ditch along the east side with an 8" pvc pipe.

This is a formal appeal to the fill ordinance which requires the limitation of fill on the property to maximum elevation equal to a 1% slope from the existing, preconstruction perimeter lot elevations. The rear patio is stepped down from the main structure approximately 5.6 inches then stepped down approximately 13.1 inches down to the pool deck. Both the rear patio and pool deck are in excess of the 1% fill ordinance. There is, however, sufficient drainage structures located in the patio and pool deck that are tied into the main storm system. There is also a raised tile area south of the pool that does not meet the fill ordinance. It is raised approximately 7 inches with catch basins to the east, south and west of the raised area. West of the pool is a lawn area with a concrete boarder that is slightly raised but if interpolated between the existing preconstruction elevations, it is raised approximately 0.03 feet or a mere 3/8 of an inch.

All hardscape areas that do not adhere to the fill ordinance do have adjacent ground elevations that will follow the ordinance or will comply once regrading is completed.

The builder does meet the fill ordinance for the rest of the property and is only appealing the requirements in the ordinances for the hardscapes at the rear patio, pool and decking and raised tile area south of the pool.

There are no concerns regarding the drainage with the addition of fill stated above since there is an adequate drainage system in place and will not have any adverse impacts on neighboring properties to the west and south.

If there is anything else you are anticipating you will need for this appeal, feel free to contact me anytime and I will do my best to accommodate your requests!



ALBERT A. SYZDEK, JR., P.E.
Probstfeld & Associates, Inc.
Texas Engineering Firm Registration No. F-14349



Wednesday, November 8, 2023

Annette Arriaga
City of Piney Point Village
Director of Planning Development & Permits / Building Official
7676 Woodway, Suite 300
Houston, TX 77063

RE: 11503 Haberhsam

Dear Annette.

This is a formal appeal of the deficiencies in the Final As-Built for the Sheffler Residence at 11503 Habersham Ln Piney Point, Texas,

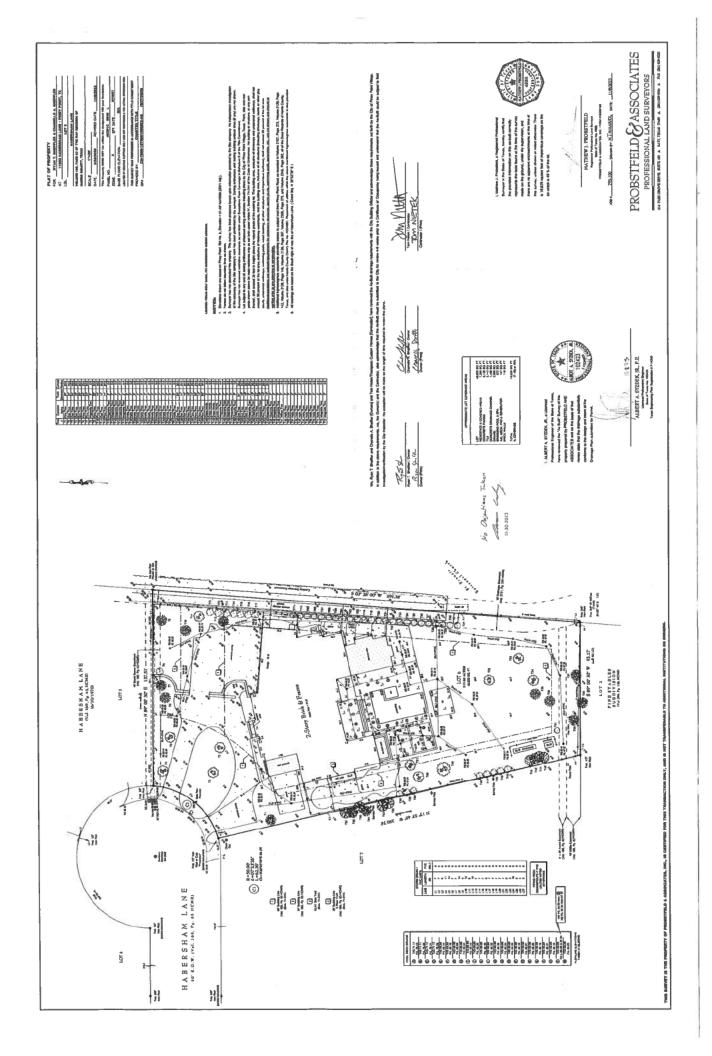
This formal appeal is for the requirements in the ordinances for the hardscapes at the rear patio, pool tile area south of the pool. Both the rear patio and pool deck are in excess of the 1% fill ordinance as built by our landscaping sub-contractor Thompson & Hanson. There are drainage inlets located in the patio and pool deck areas that are tied into the main storm system that our Civil Engineer believes are sufficient to drain all of the areas in question including the raised areas South and West of the pool decking. All hardscape areas that do not adhere to the fill ordinance do have adjacent ground elevations that will follow the ordinance or will comply once regrading is completed. There is a drainage system in place and will not have any adverse impacts on neighboring properties to the west and south.

I have attached an updated copy of the As Built and a letter from our Civil Engineer and Surveyor Probstfeld. Our office will provide an official stamped updated As Built for your records.

Please contact me if you have any questions or concerns. We look forward to finalizing the process.

Best Regards,

Tom Netek
Thompson Custom Homes
GMB, CGP, CAPS, RCS



### **Gas Meter Refund**

## **Check Request**

<b>Date Request</b> : 1/18/2024	Check Request Amount: \$2,000.00	Trans Code:				
1/10/2024	\$2,000.00	Incode				
Original Payment by Check Received On: 05/02/2023	Original Check Processed on: 05/02/2023	Property Address: 11503 Habersham Lane (New Single Family)				
Permit #: Incode; P# 18268	Applicant /Contractor Name: Tom Netek w/ Thompson Custom Homes	Contact Phone Number:				
	Thompson custom nomes					
Builder Contact Name and Address:	Original Resident Address:	*Notes:				
Tom Netek Thompson Custom Homes 1414 Woodvine Houston, Texas 77055		Gas meter deposit was paid on 05/02/2023 while under construction. The builder paid for the deposit. House officially was completed on 11/30/2023. Ok to issue a refund back to the builder.				
Builder Phone & E-Mail.	Residents Name:	Original Permit Number:				
Tom Netek	This was a custom build.	P# 18268				
Original Receipt Transaction	Notes;	Make Check Payable:				
Receipt: #00024868 Trans: #110.0000 Term: 998 Ref: Check Date: 05/03/2023 Time: 09:42 A.M.	See the attached supporting documents.	Thompson Custom Homes				
	Check Date:	Account Number:				
	Check Number:	Approved By:				
Requested by : Annette Arriaga	Notes: Ok, to issue a refund.	Check Refund Amount \$2,000.00				
Last Undated: 02 07 2014		Permit Refund Amount Total				

Last Updated; 02.07.2014



# CITY OF PINEY POINT VILLAGE 713-782-0275

5/03/2023

9:42 AM

REC#: 00024868 OPER: AA TEF REF#: CK#49057 TERM: 998

GAS METER DEPOSIT TRAN: 110.0000

THOMPSON CUSTOM HOMES REF: 11503 HABERSHAM LANE

Gas Meter Deposit 2,000.00CR

TENDERED: APPLIED:

2,000.00 2,000.00-CHECK

CHANGE:

0.00

Payments can be made online www.cityofpineypoint.com



# City of Piney Point Village

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

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

#### CITY OF PINEY POINT VILLAGE

Certificate of Occupancy



THIS FORM WAS PRINTED ON 11/30/2023

#### 11503 HABERSHAM LANE

This Certificate issued pursuant to the requirements of the Standard Building Code certifying that at the time of issuance, this structure was in compliance with the various ordinances of the Jurisdiction regulating building construction or use.

PROJECT #: 18268

OCCUPATION TYPE: NEW SINGLE

**FAMILY HOME** 

PROPERTY OWNER: RYAN SHEFFLER

BUILDER/CONTRACTOR NAME: THOMPSON CUSTOM HOMES

PROJECT COMPLETION DATE: NOVEMBER 30<sup>TH</sup>, 2023



Director of Panning, Development & Permits City Building Official Annette R. Arriaga

# Contract for Temporary Office Space 325 Piney Point Road

#### City of Piney Point Ecclesia Houston Lease Agreement Term Sheet

This "Term Sheet" is intended to constitute a non-binding expression of intent, other than as expressly set forth herein.

•	Land	llo	rd	:
---	------	-----	----	---

- Ecclesia Houston, 1100 Elder Street, Houston, TX 77007
- Tenant:
  - City of Piney Point\_\_\_\_\_\_, Houston, TX 77277
- Property Information:
  - 325 Piney Point Rd, Piney Point, TX 77024
- Partial Premises leased for:
  - Monday Friday from 8 am to 5 pm, with grace periods on timing
  - Additional dates/times with written approval
  - "Partial Premises" defined as:
    - Level 2 areas Kitchen area, (what other areas) and one office
    - Parking spaces in site plan reference lease exhibit drawing
    - Outdoor field reference lease exhibit drawing

#### Storage Premises leased for:

- Duration of lease, with limitation on time and days
- Access
  - Monday Friday 8 am to 5 pm
  - Additional dates/times with written approval
- "Storage Premises" defined as:
  - Level 2 approximately 200 SQFT, reference lease exhibit

#### • Lease Rental Rate:

- \$3,000, per month ("Rent")
- Due on the 1st of the month (with a 3-day grace period)
- The all-inclusive Rent includes all rent and all operating expenses (including utilities, repairs, maintenance, taxes and insurance) owed by Tenant to Landlord
- Landlord to issue an invoice to Tenant each month in advance, but issuance
  of such invoice shall not affect when Rent is due

#### • Security Deposit:

- \$3,000, due on January 22, 2023
- Such "Security Deposit" shall be fully refundable:
  - if the lease is not executed or is terminated prior to the Lease Commencement Date (binding)
  - In all cases, except as otherwise as set forth in the lease

#### Lease Commencement Date:

- January 1, 2024
- Term:
  - 4 Month January 2, 2024 through April 30, 2024, with 30 days following termination for Tenant to remove Tenant personal property

#### Early Termination Buyout:

#### Lease Agreement Term Sheet

- Tenant may cancel the lease at any time for any reason with 30-day prior written notice
  - Tenant shall pay the Landlord a "Tenant Lease Buyout Fee" \$1,000 per month for the remaining months of the Lease in one installment prior to Lease termination
- Landlord may cancel the Lease at any time with 30-day prior written notice

#### Renewal Options:

- Should the Tenant and Landlord mutually agree to extend the lease, options will include:
  - 3 months at the same Rent
- Termination in any renewal period shall be consistent with early termination during the initial term, other than buyout shall not be prohibited during any period

#### • Signage:

Temporary Tenant signage allowed during lease dates and times

#### Marketing:

- Tenant will reference only Property Address in social media
- Tenant will use reasonable efforts not to pin address in navigation applications

#### "Intended Use":

• City of Piney Point office business

#### Personal Property:

- Tenant shall be allowed to utilize "<u>Landlord Personal Property</u>" items in lease spaces
  - Any Landlord Personal Property in the Full Premises that shall not be allowed to be utilized by Tenant shall be specifically set forth in a schedule to the lease
  - The schedule will be jointly developed in good faith by Landlord and Tenant in January of 2024
- Tenant is responsible for taking reasonable care, subject to normal wear and tear, when using Landlord Personal Property
- Tenant shall return Landlord Personal Property to generally the same location and condition, subject to normal wear and tear, following use
- Tenant shall use reasonable efforts to not utilize consumable items of Landlord such as paper goods, coffee, food items, etc., other than restroom and generally available paper good items
- All "<u>Tenant Personal Property</u>" may only be used by Tenant
  - All Tenant Personal Property should be marked as Tenants

#### Maintenance and Repairs

- Landlord responsible for all maintenance and repairs to Property, Full Premises, Partial Premises, and Landlord Personal Property
- Landlord shall provide clean and air-conditioned space for use at leased times, including, but not limited to, Sunday service gatherings, and all HVAC units and appliances, within the Full Premises, with the Property will be in good working order as of the Lease Commencement Date and throughout the term of the lease. If at any time the Property HVAC systems are not operating

#### Lease Agreement Term Sheet

properly, Landlord shall expedite repair and/or replacement services so to not interfere with Tenants Intended Use

- Tenant shall be responsible for any Property, Full Premises, Partial Premises and Landlord Personal Property damaged solely by Tenant or its community affiliates, outside of normal use, and wear and tear
- Landlord acknowledges and has communicated to Tenant that Landlord grants access to the Property, Full Premises, Partial Premises and Landlord Personal Property to other parties other than Tenant and its community affiliates and agrees that any damage or use not solely caused by Tenant and its community affiliates shall not be Tenant's responsibility
- Tenant agrees to perform reasonable weekly general inspections of Property, Full Premises, Partial Premises and Landlord Personal Property, and to promptly notify Landlord of any damage or defect

#### Utilities and Services

- Landlord to furnish electrical, gas, water, and internet services
- Tenant agrees to complete a basic and customary cleaning of all Premises spaces after each use, provided however, Landlord is responsible for overall janitorial services, including supplies
  - The Tenant will be responsible for reimbursing Landlord for janitorial services if basic and customary cleaning is not preformed
  - The Landlord will include such services on the next months invoice if Tenant does not complete a basic and customary cleaning
- The Tenant will provide security services as required for Tenant services
  - The Tenant agrees to follow security guidelines, which shall be set forth in an exhibit to the lease, when accessing the building during leased periods
  - The schedule will be jointly developed in good faith by Landlord and Tenant in October of 2023
- The Landlord and Tenant will develop guidelines for which kid space and Landlord Personal Property items that the Tenant is allowed to utilize, which shall be set forth as an exhibit to the lease
  - The guidelines will be jointly developed in good faith by Landlord and Tenant in October of 2023
- Landlord to provide Tenant and Tenant Guest with password-protected Wi-Fi Internet
- The Landlord to use best efforts to install 4 Ethernet cables within 60 days from the sanctuary stage to the mezzanine to establish an AV Booth. Location as agreed to by both Landlord and Tenant. If installation is not complete within 60 days from the Lease Commencement Date, Tenant may install such cables at Landlord cost and Tenant may reduce the next months Rent by such amount
- Tenant shall be permitted to install rear projection screen over the baptismal
  - Location and installation methods are to be reviewed and approved by the Landlord, but such review and approval shall not be conditioned, delayed or unreasonably withheld
- Tenant shall be permitted to install two additional TV's on towers

#### Lease Agreement Term Sheet

 Location and installation methods are to be reviewed and approved by the Landlord, but such review and approval shall not be conditioned, delayed or unreasonably withheld

#### Improvement and Alterations

- The Tenant may request modifications to the Property and requests will be reasonably considered by the Landlord
- If Landlord approves request modifications, Landlord may complete
  modifications at Tenant's cost (such scope and cost to be approved in writing
  by Tenant prior to commencement). Tenant may also complete the approved
  modifications, upon Landlord approval
- Landlord shall not be permitted to alter the Leased Property in a way that would reasonably be expected to interfere with any of Tenants Intended Use, as determined in good faith by Landlord and Tenant, without Tenant's prior written approval

#### • Insurance Requirements:

- Landlord shall be named as an Additional Insured, and shall include a waiver of subrogation endorsements
- Coverage amounts shall be set forth on <u>Exhibit</u> to this Term Sheet and the lease

#### Assignment and subletting:

 Tenant does not have the right to assign this Agreement or allow any other person or entity to use or occupy any of the Premises without the prior written consent of Landlord, other than for the Intended Use

#### Tobacco, drugs, and alcohol:

- Generally prohibited on Premises
- Tobacco is allowed outside in designated areas

#### Interference with Landlord Operations:

- If Tenant's operations substantially and adversely affect the operations of the Landlord (Landlord acting in a good faith and reasonable manner), then the Landlord shall give prompt written notice to Tenant specifying the reasonably objectionable practices, and shall set forth requested remedies to such practices, with reasonable cure time period given
- Tenant shall use reasonable efforts accommodate Landlord's requests to remedy such reasonably objectionable practices

#### Relationship:

• The relationship that will be created by the contemplated lease when expected and effective is that of Landlord and Tenant and no other, it is understood that the Tenant is not a partner, joint venture, associate, agent, employee or servant of the Landlord. Tenant assumes full responsibility for the actions of Tenant's personnel, and is solely responsible for their supervision, daily direction and control, and payment of salary. Landlord assumes full responsibility for the actions of Landlord's personnel, and is solely responsible for their supervision, daily direction and control, and payment of salary

#### Defaults and Remedies:

#### Lease Agreement Term Sheet

 In the event of any default under this Agreement, and failure by the breaching party to cure said default within thirty (30) days after written notice made in accordance with this Agreement (such 30-day period subject to extension (not to exceed an additional 30 days)) the lease may be terminated by the nonbreaching party and the non-breaching party shall receive at such termination as sole and exclusive damages from the breaching party, the amount of 2month's Rent

#### Casualty, Condemnation, Force Majeure etc.:

 If the Property becomes unusable for Tenant for any reason, including, without limitation due to casualty, condemnation or force majeure event, Tenant shall be entitled to immediately terminate the lease without penalty and no further Rent or buyout shall be owed

#### Notices:

- Details regarding who, permitted methods and response time periods to be set forth in the lease
- Receipt of notices shall and must be acknowledged by recipient for time periods to commence (and recipient shall not unreasonably withhold acknowledgement)

#### Move-in and move out:

Times to be reasonably agreed upon by the parties

#### Lease exhibits:

- Full Premises, Partial Premises, Storage, Parking
- Excluded Landlord personal property List
- W-9s and electronic Transfer documents
- Insurance Requirements and Certificate

Tenant shall maintain Premises Liability coverage with limits of at least \$1,000,000 per occurrence with a \$2,000,000 annual aggregate. The coverages will include a 30-day notice of cancellation to the Landlord and include the Landlord as an Additional Insured on a Primary and Non-Contributory basis. Such coverage will also include a Waiver of Subrogation in favor of Landlord.

Tenant shall also maintain Workers Compensation coverage including an Employers Liability limit of \$1,000,000. Such coverage shall include a 30-day notice of cancellation to the Landlord and provide a Waiver of Subrogation in favor of the Landlord.

Tenant shall maintain Umbrella Liability coverage excess over the above coverages with a limit of at least \$1,000,000. The coverage will include a 30-day notice of cancellation to the Landlord and include the Landlord as an Additional Insured on a Primary and Non-Contributory basis. Such coverage will also include a Waiver of Subrogation in favor of Landlord.

TO: Members of the City Council

FROM: R. Pennington, City Administrator

MEETING DATE: January 22, 2024

SUBJECT: Consideration and possible action on a resolution to designate the official

newspaper of the city for 2024.

#### Agenda Item: 6

The purpose of this agenda item is to discuss and take appropriate action on a resolution designating the City's Official Newspaper for the upcoming year, as required annually by Law. The council of a "Type A" city designates its official newspaper by resolution or ordinance and contracts with that paper to publish required notices.

#### **Recommendation:**

It is recommended to adopt Resolution 2024.01, designating the Memorial Examiner as the official newspaper of the city, and authorizing the city administrator to contract with Houston Community Newspapers (HCN).

#### **Attachments:**

Resolution 2024.01

RESOLUTION
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# RESOLUTION OF THE CITY OF PINEY POINT VILLAGE, TEXAS, DESIGNATING THE MEMORIAL EXAMINER AS THE OFFICIAL NEWSPAPER FOR THE CITY OF PINEY POINT VILLAGE, TEXAS.

**WHEREAS**, Chapter 52, Section 52.004, Texas Local Government Code requires that as soon as practical after the beginning of each municipal year, the governing body of the municipality shall designate, by ordinance or resolution, a public newspaper to be the municipality's official newspaper until another newspaper is selected; and

**WHEREAS**, a public newspaper serving the City of Piney Point Village, Texas, and the local area that is widely read is the MEMORIAL EXAMINER; and

**WHEREAS**, the MEMORIAL EXAMINER meets all of the requirements for service as the official newspaper of the City of Piney Point Village;

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

The City Council of the City of Piney Point Village hereby resolves that the MEMORIAL EXAMINER is the "Official Newspaper" of the City of Piney Point Village, Texas.

PASSED AND APPROVED this 22<sup>nd</sup> day of January 2024.

	City of Piney Point Village, Texas
	Mark Kobelan, Mayor
ATTEST	
Robert Pennington, City	Administrator/City Secretary

TO: Mayor and City Council

FROM: R. Pennington, City Administrator

MEETING DATE: January 22, 2024

SUBJECT: Consideration and possible action on a resolution adopting the annual

financial investment policy and investment strategy of the city for 2024.

#### Agenda Item: 7

#### **Information:**

Under the Public Funds Investment Act (PFIA), the governing body is required to conduct an annual review of its investment policies and strategies. It must then adopt a written instrument via an ordinance or resolution to acknowledge the review and record any changes made to the policy.

#### **Recommendation:**

Upon thorough review, the staff recommends re-adopting current investment policy parameters under Resolution 2024.01-A.

#### **Attachments:**

Resolution 2024.01-A Investment Policy

DESCULITION	
RESOLUTION	

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE, TEXAS, ADOPTING AN AMENDED INVESTMENT POLICY AND INVESTMENT STRATEGY IN ACCORDANCE WITH CHAPTER 2256 OF THE GOVERNMENT CODE, PUBLIC FUNDS INVESTMENT ACT.

WHEREAS, the Public Funds Investment Act codified in Government Code Chapter 2256 governs local government investment; and

**WHEREAS**, the Public Fund Investment Act (Section 2256.005a), as amended, requires the City to adopt an Investment Policy and Investment Strategy by rule, order, ordinance, or resolution governing the investment of funds under its control; and

**WHEREAS**, the Public Fund Investment Act (Section 2256.005e), requires the governing body to review and adopt that Investment Policy and Investment Strategy by rule, order, ordinance, or resolution not less than annually, recording any changes made thereto; now, therefore,

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

<u>Section 1</u>. The City of Piney Point Village has complied with the requirements of the Public Funds Investment Act and the Investment Policy. The modified Investment Policy, Investment Strategy, attached hereto as Exhibit "A," is hereby adopted and approved.

PASSED, APPROVED, AND ADOPTED this 22nd day of January 2024.

	Mark Kobelan Mayor	
ATTEST:		
Robert Pennington,		

Administrator / City Secretary

## CITY OF PINEY POINT VILLAGE, TEXAS PUBLIC FUNDS MANAGEMENT & INVESTMENT POLICY

#### **PURPOSE**

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

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

#### **INVESTMENT COMMITTEE**

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

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

- I. a listing of individual securities held at the end of the reporting period.
- II. average weighted yield to maturity of the portfolio of city investments as compared to applicable benchmarks.
- III. listing of investments by maturity date and by type of asset
- IV. percentage of the total portfolio by type of asset.

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

#### **OBJECTIVE**

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

#### **AUTHORIZED INVESTMENTS**

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

- obligations, including letters of credit, of the United States or its agencies;
- II. direct obligations of this state or its agencies and instrumentalities;
- III. other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state of the United States or their respective agencies and instrumentalities;
- IV. a certificate of deposit or share certificate if the certificate satisfied the requirements of §2256.0 IO of the PFIA;
- V. a fully collateralized repurchase agreement if the repurchase agreement satisfies the requirements of §2256.010 of the PFIA;
- VI. a bankers' acceptance if the bankers' acceptance satisfies the requirements of §2256.012 of the PFIA;
- VII. a commercial paper if the commercial paper satisfies the requirements of §2256.013 of the PFIA:
- VIII. a non-load money market mutual fund if the mutual fund satisfies the requirements of §2256.014 of the PFIA;
- IX. investments made through an eligible investment pool if the City Council by resolution authorized investment in the pool and the particular pool satisfies the requirements §2256.016 of the PFIA;
- X. invest public funds of the City with:
  - a. Amegy Investments, Inc.
  - b. Amegy Bank
  - c. TexPool
  - d. Texas Class
  - e. Robert W. Baird & Co.

f. Duncan-Williams, Inc., Investment Bankers

#### **REPORTING**

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

#### **CUSTODY**

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

#### **MARKET RISK**

Investments must be made in eligible securities with a maturity date occurring on or before the date the funds invested are required to be available. Acknowledging that future availability dates cannot always be prognosticated with total certainty, any security purchased must have sufficient liquidity characteristics to assure that sale prior to stated maturity would result in no material loss of principal or interest. Under no circumstances may public funds be invested in securities whose maturity or other characteristics are such that acquisition thereof would entail any speculation as to future market value for liquidation. Weighted Average Maturity for a Pooled Fund Group: The weighted average maturity will be 365 days or less. This dollar-weighted average maturity will be calculated using the stated final maturity dates of each security.

#### **STANDARD OF CARE**

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

#### **AUTHORIZED FIRMS**

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

#### **AMENDMENTS**

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

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

• Reviewed: January 24, 2022; February 27, 2023; January 22, 2024.

TO: Mayor and City Council

FROM: R. Pennington, City Administrator

MEETING DATE: January 22, 2024

SUBJECT: Consideration and possible action on recommended annual adjustments to

the accounts payable process of the city for 2024.

Agenda Item: 8

#### **Information:**

The accounts payable procedure refers to the process of managing short-term payment obligations that a city has towards suppliers and vendors for goods and services that are required on a monthly basis. This process involves handling incoming bills and invoices, verifying and approving payments, and maintaining accurate financial records. The primary objectives of the accounts payable process are to ensure that payments are legitimate and accurate, to take advantage of early payments or discounts, and to streamline cash flow.

#### **Recommendation:**

During the annual review of our investment policy, we have also evaluated our accounts payable procedure. As a result, we have made some updates to the procedure to improve the timely payment of invoices and to ensure that contractors are paid promptly.

Firstly, we have added to item (#8) to the procedure which allows pre-authorization of invoices that have late payment penalties. Additionally, we have included landscaping maintenance in our contract with Westco to make sure that it is also paid on time.

Secondly, we have decided to pre-authorize payroll and contract labor performance, and formally approve them with regular end-of-month payments. This will prevent any delays in payments to contract employees.

Thirdly, we have removed the names of companies that have changed their DBA from the previous version of the procedure and instead listed the function of service they provide (e.g., GTE now Verizon = Phone; VF now GFL = Garbage).

Finally, we have made some minor adjustments to the document to improve the clarity of responsibility of the Finance Director and City Administrator.

#### **Recommendation:**

Staff recommends approving the revision to the accounts payable process of the city for 2024, as presented.

#### **Attachments:**

Accounts Payable Process – Revised. Accounts Payable Process – Current.

# City of Piney Point Village Accounts Payable Procedures January 2024

- 1. Staff reviews invoices for validity and accuracy and codes invoices for proper general ledger accounts.
  - a. City Administrator or Finance Director will initial that # 1 has been completed before sending it to the Accounts Payable "approvers."
  - b. Staff will enter invoices into the general ledger on a timely basis and will use accrual-based accounting when practical to provide consistent month-to-month financial comparisons.
  - c. City Administrator or Finance Director will approve all Accounts Payable "batches" in Incode.
- 2. Invoices will be scanned and sent to the Mayor and one other Councilman, as designated, as needed, but normally on once a month basis in order to process invoices for timely payment to vendors. Both pre-authorized "ACHs and early due date invoices" and regular invoices due later in the month will be sent for approval.
  - a. Any invoices not approved will be noted on the cover sheet.
  - b. Remaining invoices can be paid, even if some are disallowed.
  - c. A copy of the signed cover sheet will be attached to each paid invoice to show approval.
  - d. The signed cover sheet and scanned invoice copies will be saved as a further backup to show approvals have been obtained.
- 3. The City Administrator or Finance Director will process checks after approvals are obtained and run a monthly check register of all payments made.
  - a. A check register to include checks and ACH-type payments will be included with the monthly Financial Statements presented to the Council at each month's regular meeting.
  - b. The City Administrator or Finance Director will approve all check "batches" in Incode.
  - c. Checks under \$10,000 may be signed by electronic signatures once the invoices have been approved. Electronic signatures will be the same as the regular invoice approvers.
  - d. Checks greater than \$10,000 will be signed manually by the Mayor and one Councilman. However, if the Mayor or the designated Councilmember is unavailable, the City Administrator may serve as the second signature once the invoices have been approved.
  - e. The following repetitive vendors whose invoices are typically over \$10,000 are an exception and can be paid with a digital signature: GFL Waste, HDR, Olson & Olson, Texas Comptroller, HCAD, and the entities listed in paragraph 7.
- 4. Invoices will be marked as paid by attaching a copy of the check stub or ACH payment notice.
- 5. Bank accounts will be reconciled on a monthly basis by a competent outside third party.
- 6. The Finance Director will review the general ledger monthly to verify proper and consistent coding of revenues and expenses on an accrual basis.
- 7. The following invoices are "pre-authorized" to be paid by ACH about the 1<sup>st</sup> day of each month, and will be presented with the regular end-of-month payments for formal approval:

Revised: January 22, 2024

- a. Memorial Village Police Department General Fund.
- b. Memorial Village Police Department Auto Replacement.
- c. Village Fire Department.
- d. Office Lease monthly payment.
- 8. The following invoices with late payments penalties are pre-authorized for early due dates or include payroll/contract labor performance. They will be formally approved with regular end-of-month payments:
  - a. Credit Card.
  - b. Phone and Internet Service.
  - c. Office Depot.
  - d. Home Depot.
  - e. Office Equipment Printer, Scanner, Postage.
  - f. Utilities, Garbage.
  - g. Payroll.
  - h. TMRS.
  - i. Landscaping Maintenance Under Annual Contract.
  - j. Contract Employees.
- 9. A list of all checks shall be distributed to the Council no later than in advance of the Council meeting following the end of the month.

Revised: January 22, 2024

# City of Piney Point Village URRENT VERSION April 2018

- Staff reviews invoices for validity and accuracy and codes invoices for proper general ledger account.
  - a. City Administrator or his designee will initial that # 1 has been completed before sending to the Accounts Payable "approvers".
  - b. Staff will enter invoices into the general ledger on a timely basis and will use accrual basis accounting when practical to provide consistent month to month financial comparisons.
  - c. City Administrator or his designee (in his absence) will approve all Accounts Payable "batches" in Incode.
- 2. Invoices will be scanned and sent to the Mayor and one other Councilman, as designated, as needed, but normally on once a month basis in order to process invoices for timely payment to vendors. Both pre-authorized "ACH's and early due date invoices" and regular invoices due later in the month will be sent for approval.
  - a. Any invoices not approved will be noted on the cover sheet.
  - b. Remaining invoices can be paid, even if some are disallowed.
  - c. A copy of the signed cover sheet will be attached to each paid invoice to show approval.
  - d. The signed cover sheet and scanned invoices copies will be saved as a further backup to show approvals have been obtained.
- 3. The City Secretary or designee will process checks after approvals are obtained and run a monthly check register of all payments made.
  - a. A check register to include checks and ACH type payments will be included with the monthly Financial Statements presented to Council at each month's regular meeting.
  - b. City Administrator or his designee (in his absence) will approve all check "batches" in Incode.
  - c. Checks under \$10,000 may be signed by electronic signatures once the invoices have been approved. Electronic signatures will be the same as the regular invoice approvers.
  - d. Checks greater than \$10,000 will be signed manually by the Mayor and one Councilman. However, if the Mayor or the designated Councilmember is unavailable the City Administrator may serve as the second signature once the invoices have been approved.
  - e. The following repetitive vendors whose invoices are typically over \$10,000 are an exception and can be paid with a digital signature: VF Waste, HDR, Olson & Olson, Texas Comptroller, HCAD, and the entities listed in paragraph 7.
- 4. Invoices will be marked as paid by attaching a copy of the check stub or ACH payment notice.
- 5. Bank accounts will be reconciled on a monthly basis by a competent outside third party.
- 6. The City Administrator will review the general ledger monthly to verify proper and consistent coding of revenues and expenses on an accrual basis.
- 7. The following invoices are "pre-authorized" to be paid by ACH about the 1<sup>st</sup> day of each month, and will be presented with the regular end of month payments for formal approval:
  - a. Memorial Village Police Department-General Fund

Revised: April 23, 2018

- b. Memorial Village Police Department-Auto Replacement
- c. Village Fire Department
- d. Caldwell-Office Lease monthly payment
- 8. The following invoices which have late payment penalties are "pre-authorized' to be paid as "Early Due Dates" and will be formally approved with the regular end of month payments:
  - a. Amegy Credit Card
  - b. GTT-phone and internet service
  - c. Office Depot
  - d. Home Depot
  - e. Xerox
  - f. Pitney Bowes (stamp machine and postage)
  - g. MP2 Energy (street lights)
  - h. Payroll
- 9. A list of all checks shall be distributed to Council no later than in advance of the Council meeting following the end of the month.

Revised: April 23, 2018

TO: Mayor and City Council

FROM: R. Pennington, City Administrator

MEETING DATE: January 22, 2024

SUBJECT: Consideration and possible action to accept quotes for point repairs to South

Country Squire storm sewer and re-grade Green Oaks Drive drainage.

#### Agenda Item: 9

#### **Summary**

HDR has requested quotes for the repair of the storm sewer in South Country Squire and the regrading of the drainage of Green Oaks Drive. During the initial inspection, an additional root blockage was found in the storm sewer on South Country Squire. This blockage is located on the remaining portion of the storm sewer that has not yet been televised. The project scope also includes a re-grading of the existing ditch on the south side of Green Oaks Drive and cleaning of the driveway culverts.

The Quote Tabulation is attached, which shows that T-Construction has the lowest bid. Their bid has a sub-total of \$40,800 for South Country Squire and a sub-total of \$6,050 for Green Oaks, making the total amount \$46,850. The quote also includes two supplemental bid items to address any additional root blockages that may be found during future televising work.

#### Recommendation

HDR will provide additional information at the meeting.

#### **Attachment:**

Bid Tabulation.

#### South Country Squire Storm Sewer Point Repair

Quote Tabulation City of Piney Point Village

CONTRAC	TOR NAME:			T-Co	onstr	uction		J Ri	vas			ı	cs		(	OnPa	r
South Cou	intry Squire:																
Item	Item Description	Unit	Quantity	Unit Pric	e	Total	Uı	nit Price	Total		Unit Pri	ce	Total		Unit Price		Total
	Remove existing storm sewer, all sizes, all depths, complete in place, the																
1	sum of:	L.F.	60	\$ 30.0	00 5	\$ 1,800.00	\$	24.00	\$ 1,440	.00	\$ 150	.00	\$ 9,000	.00	\$ 35.00	\$	2,100.00
	24" HDPE storm sewer including bedding and backfill, complete in place,																
2	the sum of:	L.F.	60	\$ 150.0	00 5	\$ 9,000.00	\$	135.00	\$ 8,100	.00	\$ 250	.00	\$ 15,000	.00	\$ 160.00	\$	9,600.00
	Concrete collar, including concrete, reinforcing, formwork, complete in																
3	place, the sum of:	E.A	2	\$ 2,500.0	00 \$	\$ 5,000.00	\$	4,950.00	\$ 9,900	.00	\$ 1,750	.00	\$ 3,500	.00	\$ 2,000.00	\$	4,000.00
4	Root Pruning Trench, complete in place, the sum of:	L.F.	60		9	\$ -	\$	28.00	\$ 1,680	.00	\$ 30.	.00	\$ 1,800	.00	\$ 60.00	\$	3,600.00
	Clean and televise 24-inch storm sewer line including removal and disposal																
	of debris, TV-tape provided to Engineer for review, TV-inspection review																
5	summary, complete in place, the sum of:	L.F.	620	\$ 25.0	00 5	\$ 15,500.00	\$	13.50	\$ 8,370	.00	\$ 15.	.00	\$ 9,300	.00	\$ 33.10	\$	20,522.00
	Supplemental Item to be used with prior authorization by the Engineer:																
	Storm Sewer Point repair for obstruction removal by excavation as directed																
	by the Engineer to include removal and disposal of existing storm sewer, 10-																
	feet of 24" HDPE storm sewer, 2-concrete collars, bedding and backfill,																
	concrete, reinforcement, formwork, trench safety, complete in place, the																
6	sum of:	EA.	1	\$ 8,000.0	00 5	\$ 8,000.00	\$ 1	13,270.00	\$ 13,270	.00	\$ 9,500	.00	\$ 9,500	.00	\$ 5,000.00	\$	5,000.00
	Supplemental Item to be used with prior authorization by the Engineer:																
	Extra length of storm sewer for point repair by excavation when repair																
	exceeds 10-feet to include bedding and backfill and trench safety, complete																
7	in place, the sum of:	L.F.	10	\$ 150.0	00 5	\$ 1,500.00	\$	140.00	\$ 1,400	.00	\$ 400	.00	\$ 4,000	.00	\$ 160.00	\$	1,600.00
	Sub-total South Coun	try Squire:			,	\$ 40,800.00			\$ 44,160	.00			\$ 52,100	.00		\$	46,422.00
Green Oal	KS:		1			, ,								<u> </u>		<u> </u>	,
Item	Item Description	Unit															
	Regrade existing ditch, including both cut and fill as necessary to achieve																
	proposed elevations as included in the exhibit, complete in place, the sum																
8	of:	L.F.	220	\$ 15.0	00 5	\$ 3,300.00	\$	20.00	\$ 4,400	.00	\$ 15.	.00	\$ 3,300	.00	\$ 30.00	\$	6,600.00
9	Hydromulch disturbed areas, complete in place, the sum of:	L.S.	1		,	\$ -	\$	3,200.00	\$ 3,200	.00	\$ 1,200	.00	\$ 1,200	.00	\$ 2,695.00	\$	2,695.00
	Culvert cleaning to match proposed ditch flowline elevations include																
10	disposal of material removed, complete in place, the sum of:	L.F.	110	\$ 25.0	00 5	\$ 2,750.00	\$	36.00	\$ 3,960	.00	\$ 5.	.00	\$ 550	.00	\$ 45.00	\$	4,950.00
	Sub-total G	reen Oaks:				\$ 6,050.00			\$ 11,560	.00			\$ 5,050	.00		\$	14,245.00
	тотл	AL QUOTE:				\$ 46,850.00			\$ 55,720	.00			\$ 57,150	.00		\$	60,667.00

## South Country Squire Storm Sewer Point Repair Quote Sheet City of Piney Point Village

ONTRA	CTOR NAME:				DATE:
outh Co	untry Squire:				
Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Remove existing storm sewer, all sizes, all depths, complete in place, the sum of:	L.F.	60	\$ 30.00	\$ 1.80000
2	24" HDPE storm sewer including bedding and backfill, complete in place, the sum of:	L.F.	60	\$150.00	€9,000.00
3	Concrete collar, including concrete, reinforcing, formwork, complete in place, the sum of:	E.A	2	€ 2,500.0	\$ 5,000 00
4	Root Pruning Trench, complete in place, the sum of:	L.F.	60		
5	Clean and televise 24-inch storm sewer line including removal and disposal of debris, TV-tape provided to Engineer for review, TV-inspection review summary, complete in place, the sum of:	L.F.	620	\$ 25.00	415,500.00
6	Supplemental Item to be used with prior authorization by the Engineer: Storm Sewer Point repair for obstruction removal by excavation as directed by the Engineer to include removal and disposal of existing storm sewer, 10-feet of 24" HDPE storm sewer, 2-concrete collars, bedding and backfill, concrete, reinforcement, formwork, trench safety, complete in place, the sum of:	EA.	1	\$3,000	\$ 8,00
7	Supplemental Item to be used with prior authorization by the Engineer: Extra length of storm sewer for point repair by excavation when repair exceeds 10-feet to include bedding and backfill and trench safety, complete in place, the sum of:	L.F.	10	\$ 150° °E	\$1,500.5
			St	ub-total South Country Squire:	40,8000
een Oa	alks:				
Item	Item Description	Unit	Quantity	Unit Price	Cost
8	Regrade existing ditch, including both cut and fill as necesesary to achieve proposed elevations as included in the exhibit, complete in place, the sum of:	L.F.	220	\$ 15.00	<b>43,300.</b> ≈
9	Hydromulch disturbed areas, complete in place, the sum of:	L.S.	1		
10	Culvert cleaning to match proposed ditch flowline elevations include disposal of material removed, complete in place, the sum of:	L.F.	110	425.2	\$ 2,75000
				Sub-total Green Oaks:	6,000.0
					III Com'
				TOTAL QUOTE:	46,850

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#### South Country Squire Storm Sewer Point Repair

#### Quote Sheet City of Piney Point Village

CONTRAC	DATE:				
South Cou	intry Squire:				
Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Remove existing storm sewer, all sizes, all depths, complete in place, the sum of:	L.F.	60	\$24.00	\$1,440.00
2	24" HDPE storm sewer including bedding and backfill, complete in place, the sum of:	L.F.	60	\$135.00	\$8,100.00
3	Concrete collar, including concrete, reinforcing, formwork, complete in place, the sum of:	E.A	2	\$4,950.00	\$9,900.00
4	Root Pruning Trench, complete in place, the sum of:	L.F.	60	\$28.00	\$1,680.00
5	Clean and televise 24-inch storm sewer line including removal and disposal of debris, TV-tape provided to Engineer for review, TV-inspection review summary, complete in place, the sum of:	L.F.	620	\$13.50	\$8,370.00
6	Supplemental Item to be used with prior authorization by the Engineer: Storm Sewer Point repair for obstruction removal by excavation as directed by the Engineer to include removal and disposal of existing storm sewer, 10-feet of 24" HDPE storm sewer, 2-concrete collars, bedding and backfill, concrete, reinforcement, formwork, trench safety, complete in place, the sum of:	EA.	1	\$13,270.00	\$13,270.00
	Supplemental Item to be used with prior authorization by the Engineer: Extra length of storm sewer for point repair by excavation				
7	when repair exceeds 10-feet to include bedding and backfill and trench safety, complete in place, the sum of:	L.F.	10	\$140.00	\$1,400.00
			9	Sub-total South Country Squire:	\$44,160.00
Green Oal	ks:				_
Item	Item Description	Unit	Quantity	Unit Price	Cost
8	Regrade existing ditch, including both cut and fill as necessary to achieve proposed elevations as included in the exhibit, complete in place, the sum of:	L.F.	220	\$20.00	\$4,400.00
9	Hydromulch disturbed areas, complete in place, the sum of:	L.S.	1	\$3,200.00	\$3,200.00
10	Culvert cleaning to match proposed ditch flowline elevations include disposal of material removed, complete in place, the sum of:	L.F.	110	\$36.00	\$3,960.00
				Sub-total Green Oaks:	\$11,560.00
				TOTAL QUOTE:	\$55,720.00

# South Country Squire Storm Sewer Point Repair Quote Sheet City of Piney Point Village

	untry Squire:			0.356.5	1
Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Remove existing storm sewer, all sizes, all depths, complete in place, the sum of:	L.F.	60	\$ 150.	\$ 9,000.
2	24" HDPE storm sewer including bedding and backfill, complete in place, the sum of:	L.F.	60	4050.=	\$ 15,000.
3	Concrete collar, including concrete, reinforcing, formwork, complete in place, the sum of:	E.A	2	\$ 1,750.	\$3.500. E
4	Root Pruning Trench, complete in place, the sum of:	L.F.	60	\$ 30 =	\$ 1,300,=
5	Clean and televise 24-inch storm sewer line including removal and disposal of debris, TV-tape provided to Engineer for review, TV-inspection review summary, complete in place, the sum of:	L.F.	620	\$15, =	\$9,30-, =
6	Supplemental Item to be used with prior authorization by the Engineer: Storm Sewer Point repair for obstruction removal by excavation as directed by the Engineer to include removal and disposal of existing storm sewer, 10-feet of 24" HDPE storm sewer, 2-concrete collars, bedding and backfill, concrete, reinforcement, formwork, trench safety, complete in place, the sum of:	EA.	1	\$98000	\$ 9.500.
7	Supplemental Item to be used with prior authorization by the Engineer: Extra length of storm sewer for point repair by excavation when repair exceeds 10-feet to include bedding and backfill and trench safety, complete in place, the sum of:	L.F.	10	400,00	\$4,000
			5	Sub-total South Country Squi	re: \$ 50.100 =
reen Oa	ks:				
Item	Item Description	Unit	Quantity	Unit Price	Cost
8	Regrade existing ditch, including both cut and fill as necessary to achieve proposed elevations as included in the exhibit, complete in place, the sum of:	L.F.	220	\$ 15 =	\$3,300. 2
9	Hydromulch disturbed areas, complete in place, the sum of:	L.S.	1	\$ 1.200.	\$ 1.200, 4
10	Culvert cleaning to match proposed ditch flowline elevations include disposal of material removed, complete in place, the sum of:	L.F.	110	*5.=	\$ 550.
				Sub-total Green Oa	ks: \$ 5 00 =
	paragraph of motorial various as a complete in place, the sum of	Lat y	110	Sub-total Green Oa	ks: \$ 5,050.

## South Country Squire Storm Sewer Point Repair

#### Quote Sheet City of Piney Point Village

CONTRACTOR NAME: DATE:					
South Country Squire:					
Item	Item Description	Unit	Quantity	Unit Price	Cost
	Remove existing storm sewer, all sizes, all depths, complete in place,			25 80	2/20
	the sum of:	L.F.	60	39.	2,100
	24" HDPE storm sewer including bedding and backfill, complete in			110 00	Cons
	place, the sum of:	L.F.	60	160	9,600
_	Concrete collar, including concrete, reinforcing, formwork, complete in			7 556	11000
	place, the sum of:	E.A	2	2,000	1,000
4	Root Pruning Trench, complete in place, the sum of:	L.F.	60	60,00	3,600
	Clean and televise 24-inch storm sewer line including removal and				,
	disposal of debris, TV-tape provided to Engineer for review, TV-			7710	20000
5	inspection review summary, complete in place, the sum of:	L.F.	620	55,70	20,522
6	Supplemental Item to be used with prior authorization by the Engineer: Storm Sewer Point repair for obstruction removal by excavation as directed by the Engineer to include removal and disposal of existing storm sewer, 10-feet of 24" HDPE storm sewer, 2-concrete collars, bedding and backfill, concrete, reinforcement, formwork, trench safety, complete in place, the sum of:  Supplemental Item to be used with prior authorization by the Engineer: Extra length of storm sewer for point repair by excavation when repair exceeds 10-feet to include bedding and backfill and trench safety, complete in place, the sum of:	EA.	1 10 S	5.03 160 Sub-total South Country Squire:	5,000 1,600 46,412
reen Oa	ks:			, ,	110,12
Item	Item Description	Unit	Quantity	Unit Price	Cost
	Regrade existing ditch, including both cut and fill as necessary to	2		***************************************	COSC
	achieve proposed elevations as included in the exhibit, complete in			- 22	
8	place, the sum of:	L.F.	220	30.00	6,600
9	Hydromulch disturbed areas, complete in place, the sum of:	L.S.	1	2695.00	2.695
10	Culvert cleaning to match proposed ditch flowline elevations include disposal of material removed, complete in place, the sum of:	L.F.	110	45.00	4,950
				Sub-total Green Oaks:	14,245
				TOTAL QUOTE:	1066700

1/18/24

TO: Mayor and City Council

FROM: R. Pennington, City Administrator

MEETING DATE: January 22, 2024

SUBJECT: Consideration and possible action to accept a quote from Uretek for Dana

Lane pavement lifting.

Agenda Item: 10

#### **Summary**

At the request of the Council, HDR has obtained a quote from Uretek to address the settled areas in front of 574 and 582 Dana Lane. The area has issues with settlement, cracks, and dips in the asphalt pavement, specifically between the driveways of 582-581 and 566-565 W Dana Lane. Uretek will stabilize and lift the pavement back to grade as best as possible by injecting it at -4' levels. This will allow water to flow towards the drains as intended. The project is expected to be completed within 2-3 working days, subject to weather conditions.

The estimated cost of all materials is \$31,850.00.

#### Recommendation

HDR will provide additional information at the meeting.

#### **Attachment:**

Uretek Proposal



# PROPOSAL FOR SERVICES

#### **Prepared for:**

Joseph Moore HDR Engineering, Inc - Houston, TX Dana Lane - Stabilize and lift

#### **Prepared by:**

Robert Vera Project Manager

#### **URETEK USA, Inc.**

(346) 225-4284 <u>rvera@uretekusa.com</u> <u>www.uretekusa.com</u>

#### **Proposal date:**

January 9, 2024





Joseph,

URETEK USA, Inc. is pleased to present this proposal for our safe, non-intrusive, and long-lasting polymer repair solutions. URETEK pioneered and refined the polymer ground injection technology in use today. We have 30 years in the business and over 100,000 (and counting) successful projects to date.

#### **Scope of Work:**

HDR Engineering asked URETEK USA to review site located at W. Dana Lane. There are areas of asphalt pavement settlement, cracking and dips in between the U driveways of 582 - 581 and 566 - 565 W Dana Lane. URETEK USA will inject at -4' levels to stabilize and lift the roadway back to grade as best as possible due to the fact this location is an asphalt roadway. The flexible pavement might not rise in a uniform fashion. Additional injections will be made around the storm sewers at the specified locations to stabilize soils and fill any potential voids. This will allow the water to flow towards the drains as designed. We are expecting to complete this project in 2-3 working days pending weather conditions.

This work shall consist of soil densification to strengthen base and sub-base soils under flexible asphalt, concrete, or composite pavement, by furnishing and injecting expansive polyurethane material into the foundation soils beneath the pavement through holes or injection tubes inserted into drilled holes at locations and depths, as shown on the plans or as directed by the Engineer, while monitoring for movement at the surface. If necessary, injection of material shall continue as needed to lift the pavement to grade.

URETEK USA hereby proposes to furnish all equipment, labor, materials and supervision, unless noted otherwise, to complete the scope of work described above. Changes to the Scope of Work such as an extension of the repair area and/or unforeseen conditions will be performed via Change Order.

URETEK USA will notify you immediately upon discovery of any unforeseen conditions as URETEK USA will not proceed with any additional work without your prior written approval.

This work shall consist of soil densification to strengthen base and sub-base soils under flexible asphalt, concrete, or composite pavement, by furnishing and injecting expansive polyurethane material into the foundation soils beneath the pavement through holes or injection tubes inserted into drilled holes at locations and depths, as shown on the plans or as directed by the Engineer, while monitoring for movement at the surface. If necessary, injection of material shall continue as needed to lift the pavement to grade.

This problem can be addressed by utilizing the URETEK Deep Injection® (UDI) or the URETEK Method® process in conjunction with our URETEK 486 STAR® hydro-insensitive polymer.

#### **Construction Details:**

URETEK will perform the following operations:

URETEK USA, Inc. Page 2 of 6



- If required, Dynamic Cone Penetrometer (DCP) tests at locations chosen by the URETEK Supervisor
  will be executed. DCP tests will be used to confirm existing subgrade and/or foundation soil
  conditions, to locates voids, and to assist in determining or confirming injection depth(s). This plan
  will include depths, spacing, and pattern for all injections. If testing shows additional injection levels
  are needed, the URETEK Project Manager will get approval from the client prior to proceeding.
- Pavement Profile will be taken every 10 ft. in a longitudinal direction on edges and center of work area. Profile spots will be taken before and after injections and documented for review. During the procedure for void fill and/or pavement lifting, injections will be monitored by laser level, dial indicator, and/or string line.
- For UDI, holes will be vertically drilled to a depth sufficient to penetrate below the pavement and
  into the subgrade. Injection tubes will be inserted to the required depth(s) determined by the DCP
  test results. The holes shall be sufficiently spaced to fill voids and realign the pavement.
- Production units will have mounted proportion pumps capable of maintaining proper polyurethane component material temperature, material pressure and proper mixing of component materials.
- Certified and calibrated Flow Meters will read injected material amounts of components ("A" + "B").

#### **Proposed Cost:**

Location #1: 566 Dana Lane 29.768944, -95.512971 16' x 16' - 2" max lift

Area #1: 566 Dana Lane - 16' x 16'

Estimated Pounds: 1,000 Estimated Cost: \$6,500.00

Location #2: 582 W Dana Lane

29.769426, -95.512965 112' x 16' - 2" max lift

Area #1: Dana Lane - 112' x 16'

Estimated Pounds: 3,900 Estimated Cost: \$25,350.00

Total Estimated Pounds = 4,900

**Total Material Estimate: \$31,850.00** 

Mobilization (Lump Sum)

URETEK USA, Inc. Page 3 of 6



1 Lump Sum @ \$6,000.00/Lump Sum = \$6,000.00

<u>Total Estimate: \$37,850.00</u>

This pricing is valid for up to 30 days from the date of this proposal.

#### **Changes to Scope of Work:**

All change orders must be approved in writing and signed on behalf of URETEK and the project site representative.

#### **Items not Included in Quote:**

Traffic Control, Bonding/Bond Participation, Saw Cutting, Sales Tax, Joint/Crack Sealing, Milling of Existing Asphalt Wedges (if required)

#### **Payment Terms:**

If agreement is by the pound, client will only pay for product installed. Payment terms are net 30 unless the contract states differently.

#### **BuyBoard National Purchasing Cooperative:**

URETEK is able to accept purchase orders directly through BuyBoard (<a href="https://www.buyboard.com">https://www.buyboard.com</a>). Pricing is based off of BuyBoard Contract #635-21.

#### **Warranty:**

URETEK will provide a two-year unconditional warranty against settlement of more than 1/2" in pavement structures that have been injected. In the unlikely event that movement of more than 1/2" occurs in the injected pavement structure, URETEK will return to inject the pavement structure to lift to proper grade at no charge to the owner. If traffic control is not included in this proposal, URETEK would require that any traffic control required to perform the warranty work be provided by the owner.

Any bonded project shall only provide a one-year warranty from date of substantial completion. This shall not impact the URETEK two-year unconditional warranty described above.

#### This warranty shall be null if:

- The DCP tests reveal problems deeper than the approved injection plan and the client chooses not to address those problems at the time of this project.
- The client does not perform joint repair and/or crack sealing after URETEK completes their work on the pavement.

URETEK USA, Inc. Page 4 of 6



#### **Concealed or Unknown Conditions:**

It is the responsibility of the owner to provide as-built drawing and site condition information to URETEK before our crew gets on-site to work on a project for the owner. Site condition information includes, but not limited to soil borings reports, pavement structure drawings, water table information, and architectural drawings of structures in the work area. If it is known that there is underground infrastructure: pipes, culverts, duct banks, conduit, etc. in the proposed work area, the owner must identify them prior to work being started. URETEK will be placing tubes into the ground and injecting a low viscosity liquid. While in the liquid phase, the polymer will flow to the weakest area it encounters. If there are cracked or disjointed pipes, culverts, duct banks, conduits, etc., the structure may be infiltrated and filled with polymer. Unless noted by the owner, URETEK will proceed under the assumption that all underground infrastructure is sound. URETEK will not be held responsible for any harm, damage, or costs to repair or replace said structures that are in disrepair or have open joints.

#### **Indemnification & Hold Harmless:**

To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Contractor, the Contractor's other subcontractors, the Architect, the Owner and their agents, consultants and employees (the Indemnities) from all claims for bodily injury and property damage other than to the Work itself that may arise from the performance of the Subcontract Work, including reasonable attorneys' fees, costs and expenses, that arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub Subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. This indemnity includes if the Subcontractor or any of its agents, employees, suppliers, or lower-tier Subcontractors utilize any machinery, equipment, tools, scaffolding, hoists, lifts or similar items owned, leased, or under the control of the Contractor. The Subcontractor shall be entitled to reimbursement of any defense cost paid above Subcontractor's percentage of liability for the underlying claim to the extent attributable to the negligent acts or omissions of the Indemnities.

#### Schedule:

Schedule will be discussed between URETEK and client after all paperwork has been approved by both sides. Operations can accommodate day or night/weekday and/or weekend work depending on the client's schedule. Traffic can be returned to the project area 15 minutes after our last injection.

#### **Merit Shop Contractor:**

URETEK USA, Inc. is a merit shop contractor and all services provided by this proposal will be on a merit shop basis. All reference to labor agreement of any kind, or alluded to, in a contract in principle or a subcontract, are set aside and not part of this proposal.

#### **Operating Classification:**

URETEK USA, Inc. Page 5 of 6



#### **Primary NAICS:**

237310 - Highway, Street, and Bridge Construction

#### Secondary NAICS:

237110 - Water and Sewer Line and Related Structures Construction

237990 - Railroad Construction & Other Heavy and Civil Engineering Construction

236118 - Remodeling Construction

236210 - Industrial Building Construction

236220 - Construction (including new work, additions, alterations, maintenance, and repairs) of

Commercial and Institutional Buildings and Related Structures

238190 - Other Foundation, Structure, and Building Exterior Contractors

238990 - Specialized Trade and Site Preparation

Unique Entity Identifier (UEI) #: PRF6YC157PH5

DUNS #: 556910990

CAGE code: 1T9Y9

URETEK USA, Inc. is an Equal Opportunity Employer hiring minority, disadvantaged, disabled, and veteran personnel. URETEK can also help you achieve your DBE goals.

URETEK USA, Inc. Page 6 of 6

TO: Mayor and City Council

FROM: R. Pennington, City Administrator

MEETING DATE: January 22, 2024

SUBJECT: Consideration and possible action for revisions and clarifications of the city

drainage and as-built criteria.

#### Agenda Item: 11

#### **Summary**

The City Building Official and HDR reviewed the City Drainage and As-Built Criteria checklists and have made revisions in order to provide clarifications on items that commonly receive comments during the drainage or as-built plan review process.

#### Recommendation

HDR will provide additional information at the meeting.

#### **Attachment:**

As-Built Checklist Drainage Checklist

#### "As-Built" Drawing Check List Drainage Requirements for Residential Construction

Required "As-Built" Drainage Information for a Certificate of Occupancy

A.	As bu	ilt Topographic Features
		1. Sidewalks
		2. Driveways or other pavement including material
		•
		6. Edge of road or curb and gutter
		7. Retaining walls
		8. Open Ditches
		9. All trees
		10. List of all impervious structures and materials including their associated area
		in square feet and lot coverage percentage.
		11. Sanitary Sewer Cleanouts
		12. Meters/Meter Boxes
		13. Valves/Valves Boxes
		14. Sanitary Sewer Manholes
		15. Fire Hydrants
		16. Gas Meters
		18. Accessory Structures
		19. Fences
B.	"As-B	uilt" Elevations Conforming with the Latest Approved Drainage Plan
		1. Along lot perimeter and at grade breaks at a maximum spacing of 25 feet
		2. Grid throughout interior of lot including grade breaks at a maximum spacing
		3. Finished floor of all structures
		4. Finished grade adjacent to all structures
		5. Elevations from existing information checklist
		6. Drainage structure tops, pipe sizes, materials, and flowlines
		8. All trees, landscaping, and grass planted prior to performing as-built survey
		9. Final drainage inspection completed prior to performing as-built survey
		10. Nearest sanitary sewer manhole lid elevation

C.	Information			
		l, Signature and Date of Rered in the State of Texas.	Legistered Professional Land Surveyor,	
	repres my su survey	tents the facts found at the apervision, and there are a unless shown or noted	fessional Land Surveyor in the State of Texas, ided information on this as-built correctly e time of the survey made on the ground, under no apparent encroachments at the time of this otherwise. There is square feet of which is% of the lot.	
	(Date)	)	(Seal & Signature)	
			Civil Engineer licensed as a Professional including the following statement.	
	reviev	ved the "as-built" survey of that it conforms to the des	Pessional Engineer in the State of Texas, have of this property and on the basis of that review sign and intent of the Drainage Plan submitted	
	(Date)	)	(Seal & Signature)	
		ote that the signature bloc s-built and not on a separa	ks that are required for the as-built are to be included the sheet.	ıde
Ι	D. Acknowledg	gement		
	[Contractor] Building Of Point Villa Contractor, 4-6 weeks p As-Built co	], have reviewed the Astricial and acknowledge the ge. In addition to the also acknowledge that the prior to a Certificate of Ould be subject to field in	s-Built drainage requirements with the City nese requirements set forth by the City of Piney above requirements, We, the Owner(s) and As-Built must be submit to the City for review ccupancy being issued and understand that the evestigation/verification by the City Inspector. gth of time required to review the plans.	
	XOwner		X Contractor	
	X		X	

Contractor (print)

Owner (print)

## CITY OF PINEY POINT VILLAGE NEW CONSTRUCTION

Add	dress of Property:	
Dat	te:	
Bui	ilder:	
Bui	ilder's Contact Telephone Number:	
	gineering Company:	
	gineer:	
Eng	gineer's Contact Telephone Number:	
	gineer's Mailing Address:	
<u>NEV</u>	W CONSTRUCTION DRAINAGE - PLAN REQUIREMENTS –	
1	A Temporary Drainage Plan during Construction shall be submitted and approved,	<u> </u>
	and shall conform to guidelines for Temporary Drainage Plan (separate requirements	
	not listed on this sheet). Plans <b>will not</b> be approved without an approved temporary	
	plan.	
	The Drainage Plan shall demonstrate that positive drainage will occur on the lot.	
	The Drainage Plan shall include all aspects of the anticipated development including	
	but not limited to building foundation, patios, decks, swimming pools, drives, walks,	
	landscaped areas, downspouts, drainage system, etc. The Drainage Plan shall show	
	existing and finished grade elevations of all proposed paving and grading on the site	
	and shall include existing and planned spot elevations at a maximum of 25-foot	
	spacing covering the lot, including shots on 25-foot spacing along the perimeter of	
	the lot, grid across the lot, and along the perimeter of all structures (i.e., building slabs, sidewalks, patios, driveways, decks, etc.).	
	If roadside ditches in the right-of-way are to be disturbed (i.e. removal of existing	
	driveway culverts), proposed ditch flow line and top of bank elevations must be	
	provided on the drainage plan at a maximum of 25-foot spacing.	
	The topographical survey shall show the location and existing elevations of	
	roadways, all trees on the lot, all easements, all landscaping, storm and sanitary	
	sewers. Proposed removal of any existing trees must be indicated on the drainage	
	plan.	
	The topographical survey must also include features in the right-of-way in front of	
	adjacent properties including ditch flow line and top of bank elevations and storm	
	sewer elevations (driveway culvert flow lines, storm sewer flow lines, inlet top of grates).	
	The Drainage Plan shall be prepared under the supervision of a Registered	
	Professional Engineer of the State of Texas. The plans shall be sealed and signed by	

Engineer.	<u> </u>
8. When a Drainage plan is to incorporate a retaining wall, a detail of the retaining wall will be required on the submitted plans.	
9. All driveways must be a minimum of 3-feet from the property line at the side yard to allow for drainage or grading.	
10. Engineer shall provide drainage area calculations using Atlas 14 rainfall data for a Harris County Region 2 2-Year storm event on the submitted plans. The runoff coefficient (C-value) used must be calculated using the following equation: C = 0.6Ia + 0.2. (Ia = impervious area/total area) and must not be less than 0.40.	
11. All proposed drainage pipes shall be sloped to achieve a minimum velocity of 3ft/sec.	
12. No elevation changes shall occur around the perimeter of the property. Plan shall show existing and proposed elevations on 25-foot spacing along the perimeter of the property.	
13. Outfall flow line elevations and flow line of existing system shall be shown where proposed tie-in occurs.	
14. Culverts shall be able to convey a Harris County Region 2 2-year storm event using Atlas 14 rainfall data for all affected areas. The min. culvert size shall be 3.14 square feet (24-inch diameter) and shall be Reinforced Concrete.	
15. All driveway culverts shall have a minimum cover of 3-inches between top of pipe and bottom of pavement.	
16. Drainage of the lot may be obtained by surface or sub-surface means, or a combination of the two, as is appropriate and necessary to ensure that all runoff produced in a Harris County Region 2 2-year storm event using Atlas 14 rainfall data will drain into the street, ditch, storm sewer system, or a recorded drainage easement.	
17. The Contractor shall be responsible for implementation, maintenance, and inspection of storm water pollution prevention measurements including, but not limited to, erosion and sediment controls (reinforced filter-fabric fencing), waste collection and disposal, off-site vehicle trucking, and other practices consistent with state and local regulations. Hay bales will not be allowed to be used as sediment control devices.	
18. Note on plan "Any areas of grass within the City's right of way which are disturbed or dug up during construction shall be replaced with St. Augustine or grass which matches the grass removed."	
19. Note on plan "Any damage to existing roads, driveways, sidewalks, or other appurtenances within the City's right of way shall be saw cut, removed and replaced with material equal to or superior to existing material, and be installed in a manner acceptable to the City".	

20. Note "The Contractor shall maintain drainage during construction as to not adversely impact adjacent / neighboring properties during a Harris County Region 2 2-year storm event using Atlas 14 rainfall data". 21. Note "Reinforced Filter-Fabric Fences may not be taken down until the builder receives approval from the City". 22. Note "Any revisions to the originally approved drainage plans must be submitted to the City by the builder's Engineer that provided the original approved drainage plans. Resubmitted plans must be signed and sealed by the builder's Engineer". 23. Note on plan "Any excavation in the drip-line of trees 20-inches in diameter and above must be completed by hand digging. No roots larger than 1-inch in diameter are permitted to be cut for construction of the drainage system." 24. Note on plan "Roof drain tie-ins as a minimum shall be as follows: 1 per 4-inch drain line or 4 per 6-inch drain line. The design engineer shall determine the proper sizing as part of the permanent drainage plan." 25. Note on plan "Proposed landscaping/planting areas along the perimeter of the property shall not impede storm water flow into and through swales or storm sewer inlets. No raised flower beds will be allowed along the perimeter of the property. No landscaping/planting will be permitted in proposed drainage swales." 26. If storm sewer pipes are proposed in drainage plan, main pipes shall be minimum 6inch PVC SDR 26. Drainage grate inlets to be a minimum of 12" x 12" along main line pipe. 27. If storm sewer pipes are proposed on drainage plan, all pipes shall be labeled indicating the proposed length, material and flowline elevations. All proposed storm sewer inlets or junction boxes must be labeled with top of grate elevations and flow line elevations of pipes connected to the box. 28. All inlet grates for proposed area drains as part of the drainage system must be fully exposed and may not be buried under gravel, landscaping, artificial turf, etc. 29. If drainage swales are proposed as part of the drainage system, swales shall be a minimum of 6-inch deep from high bank to flow line. 30. No drainage shall go into an adjacent private drainage system without a drainage easement recorded at the Harris County Clerk's office. (No private agreements between homeowners sharing drainage will be allowed unless recorded at County Clerk Office and approved by the City). 31. All drainage systems that require a sump pump system must include a sump detail with a properly sized overflow pipe to convey 2-year storm event. The pump system does not need to be of a size to pump the storm itself and the pumping system shall be sized so as to not negatively impact the City's existing storm system and/or infrastructure. 32. The engineer is to provide a force main separate from an overflow line (i.e. the force main is not allowed to discharge into the overflow pipe at any point.). 33. An erosion control system shall be required at the outfall of the force discharge

(Concrete apron, rip rap, etc.).

34. Drainage system must include a clean-out, inlet or junction box at every bend to provide access for maintenance; the only exception may be where roof drains tie into the main system. 35. When the design calls for a system to discharge through an existing concrete curb, the plan submitted must include a curb cut and repair detail. This detail will include No. 4 rebars doweled in both vertically and horizontally to the existing pavement and curb. 36. Proposed tie-ins to existing storm sewers that have saddle inlets will not be allowed. The developer will replace the saddle inlet with a City of Houston Type A Inlet. 37. Provide tie-in detail if using existing City inlet. 38. French Drains are for landscape use only (i.e. flowerbeds) and not to be used in lieu of inlets in the permanent or temporary drainage plan. 39. All drainage plans and as-built plans shall utilize the City Benchmark System. Please contact the City for information on the location and elevation of the closest benchmark. Please include the benchmark that was used for elevations on the submitted plan. 40. Submitted plans shall be drawn to an engineer's scale and not to an architect's scale. 41. All plans need to be oriented with North directed to the top or right of the page. 42. If roof drains are to be tied into the drainage system, they must be shown in the drainage plan. 43. Roof drain tie-ins as a minimum shall be as follows: 1 per 4-inch drain line or 4 per 6-inch drain line. The design engineer shall determine the proper sizing as part of the permanent drainage plan. 44. When building in the floodplain the surveyor or engineer must delineate the limits of the 500-year and 100-year floodplains and floodway as established by the TSARP FEMA F.I.R.M. maps as per Harris County Flood Control District. 500-year and 100-year floodplain boundaries shall be based on the contour of the 500-year and 100-year flood elevations at the subject property. 45. When building in the floodplain, plans must list the 500-year and 100-year flood elevations at the subject property as established by FEMA and Harris County Flood Control District. 46. When building in the 500-year floodplain, plans must include a certificate of elevation. 47. When building in the floodplain, plans must include cut and fill calculations to demonstrate no net fill within the 500-year floodplain below the 500-year flood elevation. Volume of proposed storm sewer pipes or drainage swales used for conveyance capacity for 2-year design storms may not also be used as cut volume for floodplain mitigation.

48. Plans must have all Memorial Villages Water Authority utilities show in the Right-of-Way	
49. Drainage plans must be approved by Memorial Villages Water Authority (MVWA) prior to a building permit being issued to the builder for work performed in the right-of-way. Plans only entering the right-of-way to outfall into City facilities do not have to be approved by MVWA.	
50. Sump pumps proposed on temporary drainage plans must be completely installed and operable at the time of construction.	
51. Drainage plans must show finished floor elevation, garage finished floor elevation, and the elevations on the driveway adjacent to the garage. Garage finished floor elevation must coordinate with adjacent proposed driveway elevations.	
52. Finished floor elevation must be 12-inch above the nearest sanitary sewer manhole lid elevation. Elevation of nearest sanitary sewer manhole lid must be provided.	
53. Any excavation in the vicinity of trees 20-inches in diameter and above shall be completed by hand digging. Locations of hand digging around trees must be called out on the drainage plan.	
54. No drainage pipes shall be proposed within the drip-line of any trees that are either partially or completely located on an adjacent property.	
55. Drainage plans shall include a title block clearly indicating the engineering firm's contact information and scope of work (new house, house addition, new pool, etc.).	
56. Drainage plans must show all sanitary sewer clean outs on the property.	
57. Drainage plans must be submitted on paper with dimensions of either 34"X22" or 36"X24".	

#### CITY OF PINEY POINT VILLAGE

AC	ddress of Property:	
Da	nte:	
Βu	ıilder:	
Βu	nilder's Contact Telephone Number:	
En	ngineering Company:	
	ngineer:	
	agineer's Contact Telephone Number:	
	ngineer's Mailing Address:	
	-2	
	<u> </u>	
TE	MPORARY DRAINAGE PLAN DURING CONSTRUCTION: PLAN REQUIREMENTS –	
1.	The Temporary Drainage Plan shall demonstrate that positive drainage will occur on the lot.	
2.	The Temporary Drainage Plan shall include all aspects of the anticipated development	
	including but not limited to building foundation, patios, decks, swimming pools,	
	drives, walks, landscaped areas, downspouts, drainage system, etc. The Drainage	
	Plan shall show existing and finished grade elevations of all proposed paving and	
	grading on the site and shall include existing and planned spot elevations at a	
	maximum of twenty-five foot (25') spacing covering the lot, including shot on 25'	
	spacing along the perimeter of the lot, grid across the lot, and along the perimeter of	
	all structures (i.e., building slabs, sidewalks, patios, driveways, decks, etc.).	
3.	If roadside ditches in the right-of-way are to be disturbed (i.e. removal of existing	
	driveway culverts), proposed ditch flow line and top of bank elevations must be	
	provided on the drainage plan at a maximum of 25-foot spacing.	
4.	The topographical survey shall show the location and existing elevations of roadways,	
	all trees on the lot, all easements, all landscaping, storm and sanitary sewers.	
	Proposed removal of any existing trees must be indicated on the drainage plan.	
5.	The topographical survey must also include features in the right-of-way in front of	
	adjacent properties including ditch flow line and top of bank elevations and storm	
	sewer elevations (driveway culvert flow lines, storm sewer flow lines, inlet top of	
	grates).	
6.	The Drainage Plan shall be prepared under the supervision of a Registered	
	Professional Engineer of the State of Texas. The plans shall be sealed and signed by	
	Engineer.	
7.	When a Temporary Drainage Plan is to incorporate a retaining wall, a detail of the	
/٠	retaining wall will be required on the submitted plans.	
	retaining wan win be required on the submitted plans.	

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<ul> <li>8. Drainage of the lot may be obtained by surface or sub-surface means, or a combination of the two, as is appropriate and necessary to insure that all runoff produced in a City of Houston 2 year storm will drain into the street, ditch, storm sewer system, or a recorded drainage easement.</li> <li>9. Engineer shall provide drainage area calculations using Atlas 14 rainfall data for a Harris County Region 2 2-Year storm event on the submitted plans. The runoff coefficient (C-value) used must be calculated using the following equation: C = 0.6Ia + 0.2. (Ia = impervious area/total area) and must not be less than 0.40.</li> </ul>	
10. All proposed drainage pipes shall be sloped to achieve a minimum velocity of 3ft/sec.	
11. Outfall flow line elevations and flow line of existing system shall be shown where proposed tie-in occurs.	
12. Culverts shall be able to convey a Harris County Region 2 2-year storm event using Atlas 14 rainfall data for all affected areas. The min. culvert size shall be 3.14 square feet (24-inch diameter) and shall be Reinforced Concrete.	
13. All driveway culverts shall have a minimum cover of 3-inches between top of pipe and bottom of pavement.	
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15. No drainage shall go into an adjacent private drainage system without a drainage easement recorded at the Harris County Clerk's office. (No private agreements between homeowners sharing drainage will be allowed unless recorded at County Clerk Office).	
16. Submitted plans shall be drawn to an engineer's scale and not to an architect's scale.	
17. No elevation changes shall occur around the perimeter of the property. Plan shall show existing and proposed elevations on 25' spacing along the perimeter of the property.	
18. The Contractor shall be responsible for implementation, maintenance, and inspection of storm water pollution prevention measurements including, but not limited to, erosion and sediment controls (reinforced filter-fabric fencing), waste collection and disposal, off-site vehicle trucking, and other practices consistent with state and local regulations. Hay bales will not be allowed to be used as sediment control devices.	
19. The Temporary Drainage Plan shall show inlet protection around all existing and proposed inlets that will be in use during construction.	
20. The Temporary Drainage Plan must show a reinforced filter fabric fence detail with wire mesh reinforcement.	
21. All plans need to be oriented with North directed to the top or right of the page.	

- 22. Note on plan "Any areas of grass within the City's right of way which are disturbed or dug up during construction shall be replaced with St. Augustine or grass which matches the grass removed."
- 23. Note on plan "Any damage to existing roads, driveways, sidewalks, or other appurtenances within the City's right of way shall be saw cut, removed and replaced with material equal to or superior to existing material, and be installed in a manner acceptable to the City".
- 24. Note "The Contractor shall maintain drainage during construction as to not adversely impact adjacent / neighboring properties during a Harris County Region 2 2-year storm event using Atlas 14 rainfall data".
- 25. Note "Reinforce Filter-Fabric Fences may not be taken down until the builder receives approval from the City".
- 26. Note on plan "Any excavation in the drip-line of trees 20 inches in diameter and above must be completed by hand digging. No roots larger than 1 inch in diameter are permitted to be cut for construction of the drainage system."
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- 29. If storm sewer pipes are proposed in the temporary drainage plan, main pipes shall be minimum 6" PVC SDR 26. Drainage grate inlets to be a minimum of 12" x 12" along main line pipe.
- 30. If storm sewer pipes are proposed on drainage plan, all pipes shall be labeled indicating the proposed length, material and flowline elevations. All proposed storm sewer inlets or junction boxes must be labeled with top of grate elevations and flow line elevations of pipes connected to the box.
- 31. All inlet grates for proposed area drains as part of the drainage system must be fully exposed and may not be buried under gravel, landscaping, artificial turf, etc.
- 32. If drainage swales are proposed as part of the drainage system, swales shall be a minimum of 6-inch deep from high bank to flow line.
- 33. All temporary drainage systems that require a sump pump system must include a sump detail with a properly sized overflow pipe to convey 2-year storm event. The pump system does not need to be of a size to pump the storm itself and the pumping system shall be sized so as to not negatively impact the City's existing storm system and/or infrastructure.
- 34. The engineer is to provide a force main completely separate from an overflow line (i.e. the force main is not allowed to discharge into the overflow pipe at any point.).

35. An erosion control system shall be required at the outfall of the force discharge (Concrete apron, rip rap, etc.). 36. Drainage system must include a clean-out, inlet or junction box at every bend so as to provide access for maintenance; the only exception may be where roof drains tie into the main system. 37. When the design calls for a system to discharge through an existing concrete curb. The plan submitted must include a curb cut and repair detail. This detail will include No. 4 rebars doweled in both vertically and horizontally to the exiting pavement and curb. 38. Proposed tie-ins to existing storm sewers that have saddle inlets will not be allowed. The developer will replace the saddle inlet with a City of Houston Type A Inlet. 39. Provide tie-in detail if using existing City inlet. 40. All drainage plans and as-built plans shall utilize the City Benchmark System. Please contact the City for information on the location and elevation of the closest benchmark. Please include the benchmark that was used for elevations on the submitted plan. 41. When building in the floodplain the surveyor or engineer must delineate the limits of the 500-year and 100-year floodplains and floodway as established by the TSARP FEMA F.I.R.M. maps as per Harris County Flood Control District. 500-year and 100year floodplain boundaries shall be based on the contour of the 500-year and 100-year flood elevations at the subject property. 42. When building in the floodplain, plans must list the 500-year and 100-year flood elevations at the subject property as established by FEMA and Harris County Flood Control District. 43. When building in the floodplain, plans must include cut and fill calculations to demonstrate no net fill within the 500-year floodplain below the 500-year flood elevation. Volume of proposed storm sewer pipes or drainage swales used for conveyance capacity for 2-year design storms may not also be used as cut volume for floodplain mitigation. 44. Plans must have all Memorial Villages Water Authority utilities show in the Right-of-Way 45. Drainage plans must be approved by Memorial Villages Water Authority (MVWA) prior to a building permit being issued to the builder for work performed in the rightof-way. Plans only entering the right-of-way to outfall into City facilities do not have to be approved by MVWA. 46. Sump pumps proposed on temporary drainage plans must be completely installed and operable at the time of construction. 47. Any excavation in the vicinity of trees 20 inches in diameter and above shall be completed by hand digging. Locations of hand digging around trees must be called out on the drainage plan.

- 48. No drainage pipes shall be proposed within the drip-line of any trees that are either partially or completely located on an adjacent property.
  49. Temporary Drainage Plans shall include a title block clearly indicating the engineering firm's contact information and scope of work (new house, house addition, new pool, etc.).
- 50. Drainage plans must be submitted on paper with dimensions of either 22"X34" or 24"X36".

## CITY OF PINEY POINT VILLAGE NEW POOL CONSTRUCTION

Address of Property:	
Date:	
Builder:	
Builder's Contact Telephone Number:	
Engineering Company:	
Engineer:	
Engineer's Contact Telephone Number:	
Engineer's Mailing Address:	
NEW POOL CONSTRUCTION DRAINAGE: PLAN REQUIREMENTS –	
	1 1
1. A Temporary Drainage Plan during Construction shall be submitted, approved	
shall conform to guidelines for Temporary Drainage Plan (separate requirement	
listed on this sheet). Plans <b>will not</b> be approved without an approved temp	porary
<ul><li>plan.</li><li>The Drainage Plan shall demonstrate that positive drainage will occur on the lo</li></ul>	. 4
3. The Drainage Plan shall include all aspects of the anticipated development include all aspects of the ant	
but not limited to building foundation, patios, decks, swimming pools, drives,	
landscaped areas, downspouts, drainage system, etc. The Drainage Plan shall	
existing and finished grade elevations of all proposed paving and grading on the	
and shall include existing and planned spot elevations at a maximum of twent	
foot (25') spacing covering the lot, including shots on 25' spacing alon	
perimeter of the lot, grid across the lot, and along the perimeter of all structure	s (1.e.,
building slabs, sidewalks, patios, driveways, decks, etc.).	
4. If roadside ditches in the right-of-way are to be disturbed (i.e. removal of ex	
driveway culverts), proposed ditch flow line and top of bank elevations m	ust be
provided on the drainage plan at a maximum of 25-foot spacing.	
5. The topographical survey shall show the location and existing elevation	
roadways, all trees on the lot, all easements, all landscaping, storm and sa	
sewers. Proposed removal of any existing trees must be indicated on the dra	ainage
plan.	
6. The Drainage Plan shall be prepared under the supervision of a Regi	
Professional Engineer of the State of Texas. The plans shall be sealed and sign	ned by
Engineer	

7. When a Drainage plan is to incorporate a retaining wall, a detail of the retaining wall will be required on the submitted plans. 8. Engineer shall provide drainage area calculations using Atlas 14 rainfall data for a Harris County Region 2 2-Year storm event on the submitted plans. The runoff coefficient (C-value) used must be calculated using the following equation: C = 0.6Ia + 0.2. (Ia = impervious area/total area) and must not be less than 0.40. 9. All proposed drainage pipes shall be sloped to achieve a minimum velocity of 3ft/sec. 10. No elevation changes shall occur around the perimeter of the property. Plan shall show existing and proposed elevations on 25' spacing along the perimeter of the property. 11. Outfall flow line elevations and flow line of existing system shall be shown where proposed tie-in occurs. 12. Drainage of the lot may be obtained by surface or sub-surface means, or a combination of the two, as is appropriate and necessary to ensure that all runoff produced in a Harris County Region 2 2-year storm event using Atlas 14 rainfall data will drain into the street, ditch, storm sewer system, or a recorded drainage easement. 13. The Contractor shall be responsible for implementation, maintenance, and inspection of storm water pollution prevention measurements including, but not limited to, erosion and sediment controls (reinforced filter-fabric fencing), waste collection and disposal, off-site vehicle trucking, and other practices consistent with state and local regulations. Hay bales will not be allowed to be used as sediment control devices. 14. Note on plan "Any areas of grass within the City's right of way which are disturbed or dug up during construction shall be replaced with St. Augustine or grass which matches the grass removed." 15. Note on plan "Any damage to existing roads, driveways, sidewalks, or other appurtenances within the City's right of way shall be saw cut, removed and replaced with material equal to or superior to existing material, and be installed in a manner acceptable to the City". 16. Note "The Contractor shall maintain drainage during construction as to not adversely impact adjacent / neighboring properties during a Harris County Region 2 2-year storm event using Atlas 14 rainfall data". 17. Note "Reinforce Filter-Fabric Fences may not be taken down until the builder receives approval from the City".

18. Note "Any revisions to the originally approved drainage plans must be submitted to the City by the builder's Engineer that provided the original approved drainage plans. Resubmitted plans must be signed and sealed by the builder's Engineer".19. Note on plan "Any excavation in the drip-line of trees 20 inches in diameter and above must be completed by hand digging. No roots larger than 1 inch in diameter

are permitted to be cut for construction of the drainage system."

20. Note on plan "Roof drain tie-ins as a minimum shall be as follows: 1 per 4-inch drain line or 4 per 6-inch drain line. The design engineer shall determine the proper sizing as part of the permanent drainage plan." 21. Note on plan "Proposed landscaping/planting areas along the perimeter of the property shall not impede storm water flow into and through swales or storm sewer inlets. No raised flower beds will be allowed along the perimeter of the property. No landscaping/planting will be permitted in proposed drainage swales." 22. If storm sewer pipes are proposed in drainage plan, main pipes shall be minimum 6" PVC SDR 26. Drainage grate inlets to be a minimum of 12" x 12" along main line pipe. 23. If storm sewer pipes are proposed on drainage plan, all pipes shall be labeled indicating the proposed length, material and flowline elevations. All proposed storm sewer inlets or junction boxes must be labeled with top of grate elevations and flow line elevations of pipes connected to the box. 24. All inlet grates for proposed area drains as part of the drainage system must be fully exposed and may not be buried under gravel, landscaping, artificial turf, etc. 25. If drainage swales are proposed as part of the drainage system, swales shall be a minimum of 6-inch deep from high bank to flow line. 26. No drainage shall go into an adjacent private drainage system without a drainage easement recorded at the Harris County Clerk's office. (No private agreements between homeowners sharing drainage will be allowed unless recorded at County Clerk Office and approved by the City). 27. All drainage systems that require a sump pump system must include a sump detail with a properly sized overflow pipe to convey 2-year storm event. The pump system does not need to be of a size to pump the storm itself and the pumping system shall be sized so as to not negatively impact the City's existing storm system and/or infrastructure. 28. The engineer is to provide a force main completely separate from an overflow line (i.e. the force main is not allowed to discharge into the overflow pipe at any point.). 29. An erosion control system shall be required at the outfall of the force discharge (Concrete apron, rip rap, etc.). 30. Drainage system must include a clean-out, inlet or junction box at every bend so as to provide access for maintenance; the only exception may be where roof drains tie into the main system. 31. When the design calls for a system to discharge through an existing concrete curb. The plan submitted must include a curb cut and repair detail. This detail will include No. 4 rebars doweled in both vertically and horizontally to the exiting pavement and curb. 32. Proposed tie-ins to existing storm sewers that have saddle inlets will not be allowed. The developer will replace the saddle inlet with a City of Houston Type A Inlet.

33. Provide tie-in detail if using existing City inlet. 34. French Drains are for landscape use only (i.e. flowerbeds) and not to be used in lieu of inlets in the permanent or temporary drainage plan. 35. All drainage plans and as-built plans shall utilize the City Benchmark System. Please contact the City for information on the location and elevation of the closest benchmark. Please include the benchmark that was used for elevations on the submitted plan. 36. Submitted plans shall be drawn to an engineer's scale and not to an architect's scale. 37. All plans need to be oriented with North directed to the top or right of the page. 38. If roof drains are to be tied into the drainage system they must be shown in the drainage plan. 39. Roof drain tie-ins as a minimum shall be as follows: 1 per 4-inch drain line or 4 per 6-inch drain line. The design engineer shall determine the proper sizing as part of the permanent drainage plan. 40. When building in the floodplain the surveyor or engineer must delineate the limits of the 500-year and 100-year floodplains and floodway as established by the TSARP FEMA F.I.R.M. maps as per Harris County Flood Control District. 500-year and 100-year floodplain boundaries shall be based on the contour of the 500-year and 100-year flood elevations at the subject property. 41. When building in the floodplain, plans must list the 500-year and 100-year flood elevations at the subject property as established by FEMA and Harris County Flood Control District. 42. When building in the floodplain, plans must include cut and fill calculations to demonstrate no net fill within the 500-year floodplain below the 500-year flood elevation. Volume of proposed storm sewer pipes or drainage swales used for conveyance capacity for 2-year design storms may not also be used as cut volume for floodplain mitigation. 43. Plans must have all Memorial Villages Water Authority utilities show in the Rightof-Way 44. Drainage plans must be approved by Memorial Villages Water Authority (MVWA) prior to a building permit being issued to the builder for work performed in the rightof-way. Plans only entering the right-of-way to outfall into City facilities do not have to be approved by MVWA. 45. Sump pumps proposed on temporary drainage plans must be completely installed and operable at the time of construction.

46. Any excavation in the vicinity of trees 20 inches in diameter and above shall be completed by hand digging. Locations of hand digging around trees must be called out on the drainage plan.	
47. No drainage pipes shall be proposed within the drip-line of any trees that are either partially or completely located on an adjacent property.	
48. Drainage plans shall include a title block clearly indicating the engineering firm's contact information and scope of work (new house, house addition, new pool, etc.).	
49. Drainage plans must show all sanitary sewer clean outs on the property.	
50. Drainage plans must be submitted on paper with dimensions of either 22"X34" or 24"X36".	

## CITY OF PINEY POINT VILLAGE

## **Partial Construction**

Address of Property:	
Date:	
Builder:	
Builder's Contact Telephone Number:	
Engineering Company:	
Engineer:	
Engineer's Contact Telephone Number:	
Engineer's Mailing Address:	
PARTIAL CONSTRUCTION DRAINAGE: PLAN REQUIREMENTS –	
1. A Temporary Drainage Plan during Construction shall be submitted, approved, an	d
shall conform to guidelines for Temporary Drainage Plan (separate requirements no	
listed on this sheet). Plans will not be approved without an approved temporar	У
plan.	
2. The Drainage Plan shall demonstrate that positive drainage will occur on the lot.	_
3. The Drainage Plan shall include all aspects of the anticipated development including but not limited to building foundation, notice dealer, swimming needs, drives, wells,	_
but not limited to building foundation, patios, decks, swimming pools, drives, walks landscaped areas, downspouts, drainage system, etc. The Drainage Plan shall show	
existing and finished grade elevations of all proposed paving and grading on the sit	
and shall include existing and planned spot elevations at a maximum of twenty-fiv	
foot (25') spacing covering the lot, including shots on 25' spacing along th	
perimeter of the lot, grid across the lot, and along the perimeter of all structures (i.e.	
building slabs, sidewalks, patios, driveways, decks, etc.).	',
4. If roadside ditches in the right-of-way are to be disturbed (i.e. removal of existing	<mark>σ</mark>
driveway culverts), proposed ditch flow line and top of bank elevations must b	
provided on the drainage plan at a maximum of 25-foot spacing.	_
5. The topographical survey shall show the location and existing elevations of	f
roadways, all trees on the lot, all easements, all landscaping, storm and sanitar	y
sewers. Proposed removal of any existing trees must be indicated on the drainag	e
plan.	
6. The topographical survey must also include features in the right-of-way in front of	
adjacent properties including ditch flow line and top of bank elevations and storr	
sewer elevations (driveway culvert flow lines, storm sewer flow lines, inlet top of	f
grates).	
7. The Drainage Plan shall be prepared under the supervision of a Registere	d l

Professional Engineer of the State of Texas. The plans shall be sealed and signed by Engineer.	
8. When a Drainage plan is to incorporate a retaining wall, a detail of the retaining wall will be required on the submitted plans.	
9. All driveways must be a minimum of 3-feet from the property line at the side yard to allow for drainage or grading.	
10. Engineer shall provide drainage area calculations using Atlas 14 rainfall data for a Harris County Region 2 2-Year storm event on the submitted plans. The runoff coefficient (C-value) used must be calculated using the following equation: C = 0.6Ia + 0.2. (Ia = impervious area/total area) and must not be less than 0.40.	
11. All proposed drainage pipes shall be sloped to achieve a minimum velocity of 3ft/sec.	
12. No elevation changes shall occur around the perimeter of the property. Plan shall show existing and proposed elevations on 25' spacing along the perimeter of the property.	
13. Outfall flow line elevations and flow line of existing system shall be shown where proposed tie-in occurs.	
14. Culverts shall be able to convey a Harris County Region 2 2-year storm event using Atlas 14 rainfall data for all affected areas. The min. culvert size shall be 3.14 square feet (24-inch diameter) and shall be Reinforced Concrete.	
15. All driveway culverts shall have a minimum cover of 3-inches between top of pipe and bottom of pavement.	
16. Drainage of the lot may be obtained by surface or sub-surface means, or a combination of the two, as is appropriate and necessary to ensure that all runoff produced in a Harris County Region 2 2-year storm event using Atlas 14 rainfall data will drain into the street, ditch, storm sewer system, or a recorded drainage easement.	
17. The Contractor shall be responsible for implementation, maintenance, and inspection of storm water pollution prevention measurements including, but not limited to, erosion and sediment controls (reinforced filter-fabric fencing), waste collection and disposal, off-site vehicle trucking, and other practices consistent with state and local regulations. Hay bales will not be allowed to be used as sediment control devices.	
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55. Drainage plans must be submitted on paper with dimensions of either 22"X34" or 24"X36".	

TO: City Council

FROM: Joe Moore, City Engineer

MEETING DATE: January 22, 2024

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

Agenda Item: 12

#### **Summary**

The city has requested that updates to current projects be summarized in an Engineer's Report. The Engineer's Report for this month includes updates to the 96-inch CMP Replacement Project, Williamsburg, Green Oaks, Wendover, other various maintenance projects, and future projects.

#### **Attachments:**

Engineer Report.

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

City Council Meeting Date: January 22, 2024 Submit to City: January 18, 2024

#### **CURRENT PROJECTS:**

#### 1. 96-inch CMP Replacement Project

The Contractor has complete a majority of the project however they still have the following items outstanding on the punch list:

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

HDR continues to contact the Contractor requesting that they complete the above items and provide all final project closeout paperwork. No response has been received.

#### 2. Williamsburg/Wendover Drainage Improvements

City Council awarded the Contract to OnPar Civil Services at the December Council meeting contingent on receipt of signed cost share agreements from the involved parties. HDR is coordinating with all parties on the cost share agreements.

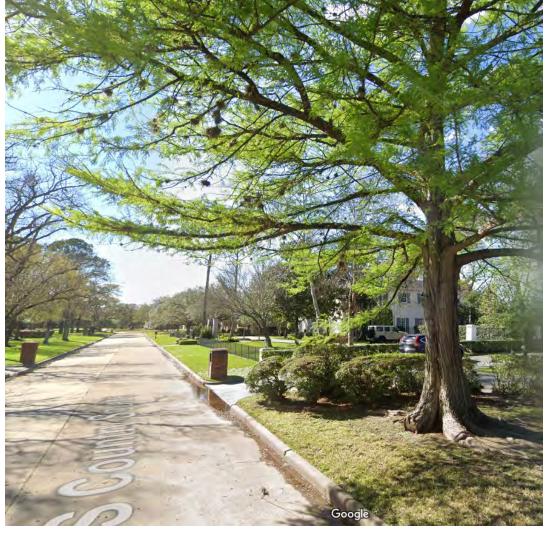
#### 3. Green Oaks Drainage

As previously discussed, the sod that Mr. Phan installed along the ditch at 11527 Green Oaks negatively impacted the slope along the ditch on the south side of Green Oaks. HDR has solicited quotes for the regrading of the ditch, cleaning of driveway culverts, and hydromulch seeding of the disturbed area. The quotes are included in a separate agenda item for discussion and possible action.

#### 4. South Country Squire

HDR received additional TV tape of the storm sewer on South Country Squire. The tape showed an additional blockage in the storm sewer on the west side near a cypress tree adjacent to the pipe.







HDR is solicited quotes for a storm sewer point repair to remove the root blockage and televise the remaining portion of the pipe. The quotes received are presented in a separate agenda item for discussion and possible action.

#### 5. 2023 Paving Improvement Project

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

• Design Completion: February 2024

• Resident Townhall Meeting: early-February 2024

• Bid Opening & Award: April 2024

• Construction Begin: May 2024

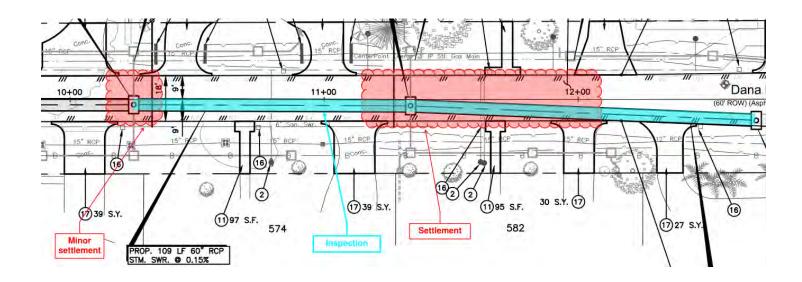
Construction Completion: August 2024

#### 6. COH Windermere Outfall Repair Project

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

#### 7. Dana Lane

Per Council request, HDR obtained a quote from Uretek to perform pavement lifting of the settled areas in front of 574 and 582 Dana Lane. This quote was presented for discussion and possible action in a separate agenda item.



#### FUTURE PROJECTS FOR CONSIDERATION:

- 8. Memorial Drive (Greenbay to San Felipe) Roadway Reconstruction
- 9. Soldiers Creek Sidewalk (Holidan Way to White Pillars)
- 10. Shadow Way Drainage Improvements
- 11. List of Potential Storm Sewer Cost Share Projects
  - O Chuckanut Councilman Dodds, Bobby, Jose, and Joe recently met with the residents at #7 and #8 Chuckanut who had expressed concerns about the drainage on the street. The residents requested Opinions of Probable Construction Costs (OPCC) to replace the ditch with storm sewer on Chuckanut. HDR presented OPCCs for this potential project at the November Engineering Meeting. Councilman Dodds and HDR are in the process of scheduling a meeting with Chuckanut residents to resume this conversation.
  - o Innisfree
  - o Jamestown
  - o 610 Grecian Way
  - o Piney Point Circle (if made public)
  - Wendover

TO: Mayor and City Council

FROM: R. Pennington; City Administrator

MEETING DATE: January 22, 2024

SUBJECT: Consideration and possible action on approval of the minutes for the Regular

Session Council Meeting held on December 18, 2023.

#### **Agenda Item: 13**

#### **Informational Summary**

The following is the draft of minutes from the regular council meeting held on Monday, December 18, 2023.

#### Recommendation

Staff recommends approving minutes from the council meeting on December 18, 2023.

## MINUTES OF A CITY OF PINEY POINT VILLAGE REGULAR COUNCIL MEETING MONDAY, DECEMBER 18, 2023, 6:00 P.M. AT ECCLESIA CHURCH, 325 PINEY POINT ROAD, HOUSTON, TEXAS.

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

**City Representatives Present:** Bobby Pennington, City Administrator; Charles Williams, City Attorney; Jim Huguenard, Police Commissioner; Solace Southwick, Police Commissioner; Ray Schultz, Police Chief; Zeb Nash, Fire Commissioner; Howard Miller, Interim Fire Chief; Joe Moore, City Engineer.

#### I. Call To Order

• Mayor Kobelan called the meeting to order at 6:01 p.m. with all council members present in person.

#### II. Pledge Of Allegiance

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

#### III. Citizens Wishing to Address Council

• There were no other general comments.

#### IV. New Business

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

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

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

- Interim Chief Miller reported the activities of the VFD for November.
- Commissioner Nash reported on the roof replacement.
- On January 16, Claire Bogard will begin providing financial consulting work, according to Alternate Fire Commissioner.
- No further action was taken.

#### 3. Consideration and possible action on the schedule of Observed Holidays for 2024.

- City holidays usually coincide with federal holidays and are approved by the Council on an annual basis. A calendar was presented as an exhibit showing the proposed observed holidays.
- Councilmember Herminghaus motioned to approve Observed Holidays for 2024, seconded by
  - o AYES: Herminghaus, Dodds, Bender, Dutt, and Curth.
  - o NAYS: None.
- The motion carried.

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

- This proposal suggests new dates for regular council meetings to avoid conflicts with national and religious holidays. A calendar was presented as an exhibit showing the recommended meeting schedule, followed by a proposed ordinance.
- Councilmember Bender moved to approve an ordinance establishing the schedule for regular

City Council meetings in 2024, as presented. The motion was seconded by Dodds.

- o AYES: Herminghaus, Dodds, Bender, Dutt, and Curth.
- o NAYS: None.
- The motion carried.
- 5. Consideration and possible action on a Resolution of Order to establish a joint election with Spring Branch Independent School District for the General Municipal Election on May 4, 2024.
  - The next municipal election is scheduled for May 4, per election law. A draft resolution was provided to call a General Municipal Election and establish a joint election with SBISD. The Council previously approved an Interlocal Cooperation Agreement for Joint Elections in November.
  - Councilmember Herminghaus moved to approve a Resolution of Order to establish a joint election
    with Spring Branch Independent School District for the General Municipal Election on May 4,
    2024, as presented. The motion was seconded by Bender.
    - o AYES: Herminghaus, Dodds, Bender, Dutt, and Curth.
    - o NAYS: None.
  - The motion carried.
- 6. Consideration and possible action on approving the Interlocal Agreement with Harris County to house, support, maintain, and confine or detain city prisoners in Harris County Jails.
  - This is an agreement between Harris County and the City, where the Sheriff's Office detains city
    prisoners arrested by an MVPD officer for Municipal offenses. The detention services are at a per
    diem rate.
  - Councilmember Bender moved to authorize the mayor to extend the Interlocal Agreement with the County for housing city prisoners in the County Jails. The motion was seconded by Herminghaus.
    - o AYES: Herminghaus, Dodds, Bender, Dutt, and Curth.
    - o NAYS: None.
  - The motion carried.
- 7. Consideration and possible action on an ordinance regarding the city of Piney Point Village's Texas Municipal Retirement System benefits: (1) adopting non-retroactive repeating COLAs, for retirees and their beneficiaries under TMRS Act §853.404(f) and (f-1), and (2) authorizing annually accruing updated service credits and transfer updated service credits.
  - TMRS now offers optional annuity increases to some retirees and beneficiaries as per H.B. 2464. A Local ordinance may credit service credits annually based on the percentage of the base credit specified in the law.
  - The topic of percentages was discussed as the council explored the various outcomes of the percentages on Updated Service Credits and Cost of Living Adjustments under TMRS.
  - The ordinance proposes a 50% Updated Service Credit with Transfers and a 30% Non-Retroactive Cost of Living Adjustment Increase for Employees, effective annually from January 1, 2024.
  - Councilmember Dodds motioned to adopt the ordinance as presented regarding the city of Piney
    Point Village's Texas Municipal Retirement System benefit, adopting non-retroactive repeating
    COLAs, for retirees and their beneficiaries under TMRS Act §853.404(f) and (f-1), and (2)
    authorizing annually accruing updated service credits and transfer updated service credits. The
    motion was seconded by Bender.
    - o <u>AYES</u>: Herminghaus, Dodds, Bender, Dutt, and Curth.
    - o NAYS: None.
  - The motion carried.
- 8. Consideration and possible action on a resolution to approve a contract renewal with DRC Emergency

#### Services for disaster debris clearance removal.

- Councilmember Dodds moved to approve a contract renewal with DRC Emergency Services as presented. The motion was seconded by Bender.
  - o AYES: Herminghaus, Dodds, Bender, Dutt, and Curth.
  - o NAYS: None.
- The motion carried.
- 9. Consideration and possible action on the Mayor's Monthly Report, including Arbor Day Landscape Improvements, and Beautification Committee Updates.
  - During the discussion of general landscaping, there was a specific focus on the progress made toward completing the Greenbay corridor.
  - No further action was taken.
- 10. Consideration and possible action on the City Administrator's Monthly Report, including financial and tax reports, authorized disbursements over \$10,000, updates on specific use permit projects, and the Shadow Way Automated License Plate Recognition (ALPR) system.
  - The council discussed SFEC's lack of progress in completing the final construction, drainage and
    obtaining the as-built certification necessary to meet their specific use permit requirements. As a
    result, the council has requested that the city account for any cost overages in providing the
    ongoing permitting fee services, mainly drainage fees. Additionally, they have requested that the
    City Attorney draft a demand letter to request project completion, as the council can no longer
    tolerate the ongoing residential traffic congestion caused by the delayed construction.
  - Councilmember Dodds moved to approve the disbursement for Bright Landscape Designs at \$35,729.18, disbursement for Stripes & Stops at \$17,010.00, and the private installation of an automatic license plate reader (ALPR) on the Shadow Way right-of-way. The motion was seconded by Bender.
    - o AYES: Herminghaus, Dodds, Bender, Dutt, and Curth.
    - o NAYS: None.
  - The motion carried.
- 11. Consideration and possible action on approving the Interlocal Agreement with the City of Houston for improvements to the existing 24" outfall storm sewer system located at 14 Windermere Lane within the City of Piney Point Village and 102" outfall storm sewer system located at 15 Windermere Lane within the City of Houston.
  - The staff is requesting more information from the city of Houston about the updated Interlocal Agreement before recommending further actions.
  - The Council tabled this item until more information is obtained from the city of Houston.
- 12. Consideration and possible action on a proposal for construction for the Williamsburg Drainage Improvements Project.
  - HDR submitted a recommendation letter for the Williamsburg Drainage Improvements Project. The city received five bids on November 30, 2023, with On Par Civil Services being the recommended bid at a cost of \$210,396.
  - Councilmember Dodds motioned to approve the On Par Civil Services bid for the Williamsburg
    Drainage Improvements Project, contingent on 50% resident participation. Herminghaus
    seconded the motion.
    - o AYES: Herminghaus, Dodds, Bender, Dutt, and Curth.
    - o NAYS: None.
  - The motion carried.

## 13. Consideration and possible action on a proposal for professional engineering services for the Williamsburg Drainage Improvements Project.

- HDR proposed professional engineering services for the design, bid, and construction of storm sewer improvements in Williamsburg at the October Council meeting. However, the Council only authorized the design phase services at that time.
- HDR requested Council approval for Construction Management for an estimated total cost of \$52,050.00, including \$19,850.00 for Construction Management, \$27,200.00 for Part-Time Site Observation, and \$5,000.00 for Construction Material Testing.
- Councilmember Bender moved to approve not to exceed \$52,050 for HDR professional engineering services for the Williamsburg Drainage Improvements Project; Dodds seconded.
  - o <u>AYES</u>: Herminghaus, Dodds, Bender, Dutt, and Curth.
  - o NAYS: None.
- The motion carried.

#### 14. Consideration and possible action on the Engineer's Report.

- The Council discussed the recent residential improvements that are to improve the Green Oaks drainage system. It was requested that HDR review the plans to verify elevations and outfall.
- No further action was taken.

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

- Councilmember Herminghaus motioned to approve the minutes for the Regular Session Council Meeting held on November 27, 2023, seconded by Councilmember Bender.
  - o AYES: Herminghaus, Dodds, Bender, Dutt, and Curth.
  - o <u>NAYS</u>: None.
- The motion carried.

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

- The next regular council meeting is scheduled for January 22.
- Beautification and Engineering are scheduled for January 8 and January 10, respectively.
- Members of the Council would like to discuss uplighting and election signage at a future meeting.

#### V. EXECUTIVE SESSION UNDER TEXAS GOVERNMENT CODE

- 17. The City Council executive meeting pursuant to the provision of Chapter 551, Texas Government Code, in accordance with the authority contained in Section 551.071, Consultation with City Attorney and Section 551.072, Real Estate Property, specifically to deliberate office lease, Section 551.074, Personnel, specifically to deliberate employee salaries.
  - The council convened into executive session at 7:47 p.m.
  - The council reconvened into the regular public meeting at 7:53 p.m.

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

• No formal action was taken from the discussion in executive session.

#### VI. ADJOURNMENT

#### 19. Adjourn.

- Councilmember Bender made a motion for adjournment, seconded by Councilmember Dodds.
- Mayor Kobelan adjourned the meeting at 7:53 p.m.

PASSED AND APPROVED this 22nd day of January 2024.		
Navid Walanta	_	
Mark Kobelan Mayor		
	Robert Pennington	
	City Administrator / City Secretary	

TO: Mayor and City Council

FROM: R. Pennington; City Administrator

MEETING DATE: January 22, 2024

SUBJECT: Consideration and possible action on approval of the minutes for the Special

Session Council Meeting held on January 10, 2024.

#### Agenda Item: 14

#### **Informational Summary**

The following is the draft of minutes from the special council meeting held on Wednesday, January 10, 2024.

#### Recommendation

Staff recommends approving minutes from the council meeting on January 10, 2024.

## MINUTES OF A CITY OF PINEY POINT VILLAGE SPECIAL COUNCIL MEETING WEDNESDAY, JANUARY 10, 2024, 4:30 P.M. AT ECCLESIA CHURCH, 325 PINEY POINT ROAD, PINEY POINT VILLAGE, TEXAS.

**Councilmembers Present:** Mayor Mark Kobelan, Michael Herminghaus, Dale Dodds, Aliza Dutt, and Jonathan Curth.

**City Representatives Present:** Bobby Pennington, City Administrator; David Olson, City Attorney; Joe Moore, City Engineer.

#### I. Call To Order

• At 4:34 p.m., Mayor Kobelan declared a quorum and called the meeting to order. Present in person were Herminghaus, Dodds, Dutt, and Curth.

#### II. Pledge Of Allegiance

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

#### III. Citizens Wishing to Address Council

• There were no public comments.

#### IV. Workshop

- 1. Discuss the timeline of progress for the current Special Use Permit for St. Francis Episcopal Church, including the construction of a two-story building with an approximate area of 24,000 square feet, covered walkways, parking lot, drainage improvements, trees, irrigation, landscaping, and traffic plan.
  - The council discussed methods and actions to improve traffic control, expedite construction, and cover cost overages due to the addition of professional service time on the SUP.

#### 2. Discuss the current condition of the leased office space located at 7676 Woodway.

- The council discussed the current state of the office space at 7676 Woodway and provided staff direction.
- The Council discussed possible interim and long-term solutions regarding office space.

#### 3. Presentation and discussion of the January Engineer's Report.

- Moore provided updates on engineering, including details on the additional root blockage in S. Country Squire drainage and design improvements to Green Oaks Drive drainage.
- Mayor Kobelan left the meeting in progress at 5:43 PM. Councilmember Curth departed at 5:48
  PM followed by Councilmember Herminghaus at 5:56 PM. This resulted in the meeting losing
  quorum, resulting in a discussion that was informational only without any ability for councilrelated actions.

#### V. NEW BUSINESS

#### 5. Consideration and possible action on the lease of office space.

• There was no action due to the loss of quorum.

#### VI. EXECUTIVE SESSION UNDER TEXAS GOVERNMENT CODE

- 5. The City Council executive meeting pursuant to the provision of Chapter 551, Texas Government Code, in accordance with the authority contained in Section 551.071, Consultation with City Attorney and Section 551.072, Real Estate Property.
  - There was no call for an Executive Session.

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

• There was no Executive Session.

PASSED AND APPROVED this 22nd day of January 2024.		
Mark Kobelan	-	
Mayor		
	·	
	Robert Pennington	
	City Administrator / City Secretary	