

City of Piney Point Village

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

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

THE CITY OF PINEY POINT VILLAGE SPECIAL COUNCIL MEETING AGENDA MONDAY, JANUARY 24, 2022 6:30 PM

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE WILL HOLD A REGULAR MEETING ON MONDAY, JANUARY 24, 2022, AT 6:30 P.M. AT CITY HALL, 7676 WOODWAY, SUITE 300, HOUSTON, TEXAS, TO DISCUSS THE AGENDA ITEMS LISTED BELOW.

DECLARATION OF QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

- 1. Discuss and consider possible action on the Memorial Villages Police Department monthly report.
- 2. Discuss and consider possible action on the Village Fire Department monthly report.
- 3. Discuss and consider possible action on a Proclamation for Fire Commissioner Zebulun Nash for his dedication and commitment to the community and to the Village Fire Department.
- 4. Discuss and consider possible action to reinstate Bunker Hill Village as a full member of the VFD and immediate reimbursement of the escrow funds contributed for 2019-2021.
- 5. Discuss and consider possible action on Resolution No. 2022.01.24 Calling a General Municipal Election on May 7th, 2022 and establishing a joint election agreement with Spring Branch Independent School District.

- 6. Discuss and consider possible action on Resolution No. 2022.01.24A designating the City's Official Newspaper.
- 7. Discuss and consider possible action on Resolution No. 2022.01.24B approving certain persons to be authorized to act as signatories on city accounts at Amegy Bank.
- 8. Discuss and consider possible action on Resolution No. 2022.01.24C approving a contract with DRC Emergency Services for disaster debris clearance removal for 2022.
- 9. Discuss and consider possible action on the Investment Policy.
- 10. Discuss and consider possible action on the Public Management Proposal associated with the American Rescue Plan Act, Coronavirus Local Fiscal Recovery Fund.
- 11. Discuss and consider possible action on the Greenbay Hike/Bike Trail Project.
- 12. Discuss and consider possible action on the Mayor's Monthly Report.
- 13. Discuss and consider possible action on the City Administrator's Monthly Report, including but not limited to:
 - December 2021 Financials
 - Quarterly Investment Report ending 12/2021
- 14. Discuss and take possible action on the ROW Agreements with residents on Wilding Lane for Parking Pads.
- 15. Discuss and take possible action on the approval of Verizon/MCI Fiber Optic Cable Improvements Plans on Taylorcrest Road and North Piney Point Road.
- 16. Discuss and take possible action on a proposal for professional engineering services for the Tokeneke and Country Squires Improvements Project.
- 17. Discuss and take possible action on the Engineer's Report.
- 18. Discuss and consider approval of the Minutes for the December 20, 2021, Special Council Meeting.
- 19. Discuss and consider possible action on any future agenda items, meeting dates, etc.
- 20. EXECUTIVE SESSION: The City Council will adjourn into closed executive session pursuant to Section 551.071 of the Texas Government Code (Consultation with Attorney), and pursuant to Section 551.074 of the Texas Government Code (Personnel), specifically to deliberate the appointment, evaluation, reassignment, duties, discipline, or dismissal of the City Administrator and to deliberate employee salary increases.

- 21. Discuss and consider possible action on items discussed in Executive Session.
- 22. Discuss and consider possible action on other items discussed in Executive Session.
- 23. Adjourn

CERTIFICATION

I certify that a copy of the January 24, 2022, 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 21, 2022.

Karen Farris
City Secretary

In compliance with the Americans with Disabilities Act, the City of Piney Point Village will provide for reasonable accommodations for persons attending City Council meetings. This facility is wheelchair accessible and accessible parking spaces are available. To better serve you, your requests should be received 48 hours prior to the meeting. Please contact Karen Farris, City Secretary, at 713-230-8702. The City Council reserves the right to adjourn into a Closed Executive Session at any time under the Texas Government Code, Section 551.071 to consult with an attorney.





Raymond Schultz Chief of Police

January 10, 2022

TO:

MVPD Police Commissioners

FROM:

R. Schultz, Chief of Police

REF:

December Monthly Report

During the month of December MVPD responded/handled a total of 6,275 calls/incidents. 5,077 House watch checks were conducted. 323 traffic stops were initiated with 328 citations being issued for 589 violations. (Note: 14 Assists in Hedwig, 40 in Houston,2 in Spring Valley and 1 in Hillshire)

Calls/Events by Village were:

Village	Calls/YTD	House Watches/YTD	Accident	s Citations	Response Time
Bunker Hill:	2252/29,745	1973/25,645	1	35/119/154	10@4:13
Piney Point:	1801/23,873	1394/19,665	2	42/173/21:	5 4@2:13
Hunters Creek:	2126/35,192	1703/29,832	10	55/165/220	6@4:53
			C	ites/Warn/Tota	al $20@3:41$

Type and frequency of calls for service/citations include:

Call Type	<u>#</u>	Call Type	<u>#</u>	Citations	#
False Alarms:	154	Ord. Violations:	28	Speeding:	101
Accidents:	13	Information:	26	Exp. Registration:	92
ALPR Hits:	67	Suspicious Situations	121	No Ins:	62
Assist Fire:	47	Loud Party	21	No License	58
Assist EMS:	45	Welfare Checks:	17	Stop Sign	29

This month the department generated a total of 75 police reports. BH-17, PP-27, HC-30, HOU - 1

Crimes Against of Persons Assault – Family Violence	(3)		
Assault – Sexual	1		
Crimes Against Property	(20)		
Burglary of a Motor Vehicle	3	Theft	7
Burglary of a habitation	1	Fraud/ID	9
Petty/Quality of Life Crimes/Eve	ents (52)		
ALPR Hits (valid)	7	Information Reports	11
Misc. Reports	17	Possession of CS	1
DWI	3	Warrants	13
Arrest Summary: Individuals Ar	rested (21)		
Warrants	13	Felony	4
Class 3 Arrests	4	-	

Budget YTD:	Expense	Budget	%
Personnel Expense:	4,860,361	5,040,063	96.4%
 Operating Expense: 	852,272	899,881	94.7%
 Total M&O Expenditures: 	5,712,633	5,939,944	96.2%
Capital Expenses:	170,728	169,500	100.7%
Net Expenses:	5,883,361	6,109,444	96%

Follow-up on Previous Month Items/Requests from Commission

• Met with IT Vendor (Mergertree) and conducted annual hardware and systems review.

Personnel Changes/Issues/Updates

- Officer Bracht retired 12/31/21. 1/3/22 Officer Dillion Ekerfeld started OJT. Officer Ekerfeld comes from the California Highway Patrol.
- 8 employees have tested positive for COVID. Revised protocols were put in place to minimize exposure of other employees and to ensure that minimum staffing is retained. Officers have been assisting in dispatch during the overnight hours as needed.
- Officer Williford was injured during a foot chase with a suspect who had fled from a stolen vehicle. The suspect was apprehended without incident. Officer Williford suffered a strained shoulder requiring a light-duty assignment in dispatch.

Major/Significant Events

- On December 3, 2021, MVPD Officers stopped and recovered 3 stolen vehicles within 75 minutes.
- 12/3/21 Officers stopped a stolen vehicle after being notified of an ALPR hit. The female driver fled on foot. Officers deployed a Taser and apprehended the suspect. The suspect was identified as a mail thief who had stolen the keys during a mail theft. Suspect was arrested and vehicle recovered.
- 12/7/21 Officers while investigating a stolen vehicle/ALPR hit, determined that the suspects were planning on doing a home invasion in Piney Point Village. (2 firearms recovered) The victim was notified, and security plan initiated for the resident.
- 12/16/21 MVPD assisted with traffic control for the Twinkle Light Parade. MVPD also had a float in the parade.
- 12/20/21 MVPD officers responded to a possible burglary. During the investigation officers located the suspect and took him into custody. The suspect is an area transient who has been involved in multiple area crimes.
- 12/23/21 Officers responded to a possible in-progress burglary on N. Evers Park.
 The victim had been followed home from a nearby gas station when a male armed
 with a rifle entered the home. Upon learning additional people were present, the
 suspect fled. Detectives used the ALPR system and identified a suspect. Days later
 the suspect was located and arrested in Baytown. The suspect admitted to the
 Memorial area burglary.

Status Update on any Major Projects

• MVPD winter intern, Noah Boggus completed the work on the 2 long recruiting videos. The 50-second videos are very professional and are being shared on V-linc and YouTube.

V-LINC new registrations in December: +28

BH – 1434(+11) PP – 1018 (+5) HC – 1471 (+9) Out of Area – 488 (+3)

December VFD Assists

Calls received directly by MVPD via 911/3700

	Calls recei	ived directly by
Priority Events	Average Resp	onse Times
Total – 12	3:42	
Fire - 1	8:36	(Kitchen Fire)
EMS - 11	3:12	8
By Village		
BH Fire – 1	8:36	
BH EMS – 4	3:14	
PP Fire - 0	0	
PP EMS – 3	2:22	
HC Fire -0	0	
HC EMS -4	4:01	
Combined VFD Event	s (Priority + Ra	ndio)
Total – 56	4:24	
Fire - 27	4:12	
EMS – 29	4:34	
Radio Call Events		
Total – 44	4:37	
Fire- 26	4:00	
EMS- 18	5:25	
Radio Call Events by \	<u>/illage</u>	
BH - 9	4:34	
PP - 15	4:40	

4:35

HC - 20

2021 Total Incidents

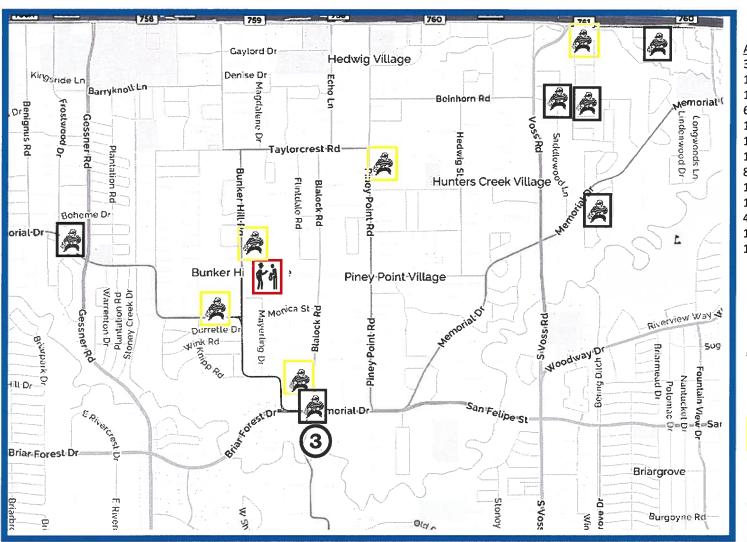
2021	Crimes Against Persons	Crimes Against Property	Quality of Life Incidents	Total	Arrests	Incidents	House Checks	YTD BH INC	YTD BH HC	YTD PP INC	YTD PP HC	YTD HC INC	YTD HC HC
January	2	28	47	77	5	4008	3019	1377	1077	1153	876	1377	1062
February	1	26	37	64	3	4833	3411	1543	1099	1099	699	2112	1610
March	4	27	54	85	7	7617	6404	2321	1943	1696	1378	3481	3067
April	0	17	86	103	8	6227	5038	2323	1987	1628	1295	2171	1752
May	1	17	70	88	11	7910	6564	2405	2061	2563	2117	2837	2369
June	0	20	62	82	20	9541	8348	3108	2824	2528	2198	3746	3318
July	1	26	70	97	17	14,813	13595	4703	4365	3416	3091	6555	6139
August	2	22	53	77	7	10,226	8969	3451	3116	2951	2623	3722	3224
September	2	18	73	93	15	7,050	5739	2488	2121	1791	1450	2668	2163
October	1	16	56	73	27	5,717	4364	1983	1616	1594	1227	2018	1517
November	4	14	52	70	21	5,957	4691	1791	1463	1653	1317	2379	1908
December	3	20	52	75	12	6275	5077	2252	1973	1801	1394	2126	1703
Total	21	251	712	984	153	90174	75219	29745	25645	23873	19665	35192	29832
2020 Totals	19	269	591	879	178	96885	83432	34182	30460	25843	22003	35623	30831
Difference	2	-18	121	105	-25	-6711	-8213	-4437	-4815	-1970	-2338	-431	-999
% Change	10.5	-6.7	20.5	11.9	-14	-6.9	-9.8	-13	-15.8	-7.6	-10.6	-1.2	-3.2

2021 Officer Committed Time to Service Report

Employee Name		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Reports	Cites
BAKER, BRIAN C		14:27:08	6:19:50	9:11:48	4:38:17	4:00:59	2:09:49	7:38:50	5:01:13	0:52:11	0:41:32	0:49:00	0:28:35		0
BIEHUNKO, JOHN		23:07:01	19:19:59	14:04:18	12:55:49	17:39:07	13:24:26	28:52:16	3:04:24	15:00:36	11:53:55	8:37:40	20:38:09	4	19
BOGGUS, LARRY		7:55:02	20:20:04	5:40:37	10:56:38	5:10:26	1:43:35	8:55:13	4:33:09	0:50:53	7:53:28	10:00:01	3:49:02		0
BRACHT, DANIEL		17:07:03	11:15:42	9:46:04	6:46:17	10:42:15	2:18:36	9:32:56	7:08:44	1:48:52	5:09:00	4:37:12	0:00:00	0	0
BURLESON, Jason		12:12:34	18:10:56	10:39:53	13:49:14	17:04:01	12:48:05	19:51:20	16:26:16	24:12:55	15:43:50	17:49:48	20:39:24	9	3
CADENA, VANESSA		18:00:04	12:07:28	24:08:28	10:26:28	12:23:19	16:34:39	15:29:05	22:04:13	8:01:39	16:46:43	5:46:51	0:00:00	0	
CANALES, RALPH EDWARD		16:04:00	7:27:16	14:33:16	15:02:51	12:18:48	17:39:17	15:05:58	12:13:54	13:51:20	11:27:15	15:07:31	20:21:09	4	26
CERNY, BLAIR C.	*	7:56:59	4:17:26	7:37:24	9:13:59	11:30:49	5:30:29	22:13:46	15:34:45	13:35:49	6:19:35	6:52:55	8:45:18	0	
HARWOOD, NICHOLAS		18:15:14	15:46:27	14:27:52	11:56:07	19:13:33	10:50:16	12:19:00	15:19:41	16:51:51	13:25:18	9:33:16	16:32:31	4	15
JARVIS, RICHARD		10:46:12	28:53:18	23:27:39	16:31:49	9:17:32	22:40:23	19:08:52	10:59:24	22:09:11	15:56:16	8:05:32	8:15:58	2	12
JOLIVET, CHARLES		11:59:12	9:59:43	10:18:23	15:17:10	22:51:51	8:20:21	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00	0	0
JONES, ERIC	*	0:31:48	0:06:32	0:00:00	0:00:00	0:05:23	0:00:00	1:38:50	1:14:48	0:14:18	0:00:00	0:00:00	0:03:27		0
KELSO JR, RONALD K		15:55:08	2:04:16	15:04:52	12:24:25	18:36:33	15:40:55	23:40:16	20:14:53	21:08:46	15:42:58	17:53:30	17:20:39	6	13
Kukowski, Andy								78.30		4:55:51	11:03:44	37:02:37	51:49:18	5	125
Lowrie, Andy				4-21-21	31:05:28	51:48:34	41:03:41	31:12:08	41:36:01	38:10:32	40:02:16	24:33:06	31:56:52	3	111
MCELVANY, ROBERT		15:06:05	10:55:03	7:34:12	14:51:04	7:40:03	6:40:44	7:02:18	11:09:10	18:30:34	22:51:03	15:56:06	13:12:10	1	35
MILLER, OSCAR	*	11:42:37	16:13:37	16:55:40	6:53:42	23:58:45	8:36:01	16:39:36	3:23:54	2:20:10	6:32:39	18:53:58	3:15:29	3	0
NASH, CHRISTOPHER		13:30:51	14:08:19	13:58:31	13:30:18	19:37:33	14:04:38	9:32:58	10:37:45	17:23:34	23:01:29	9:08:18	17:41:12	2	11
Ortega, Yesenia			bula da	for switzers			National Value	40.00		0:00:00	43:45:37	18:22:00	18:47:49	3	18
OWENS, LANE	*	4:42:45	0:12:48	2:33:47	2:05:39	0:00:00	0:39:21	1:37:08	0:52:49	0:12:58	0:06:50	0:00:00	0:04:29	115	0
PAVLOCK, JAMES ADAM		7:56:41	9:16:17	3:48:02	8:41:59	11:23:34	3:39:55	3:41:25	4:13:55	12:38:44	11:16:58	18:08:03	12:59:23	1	33
RODRIGUEZ, CHRISTOPHER	*	5:37:51	7:31:36	3:54:08	6:27:54	4:05:17	6:45:09	8:40:31	5:50:17	8:56:02	9:02:54	7:43:12	3:54:52		0
SCHANMEIR, CHRISTIAN		2:03:24	11:09:37	22:03:09	13:23:38	15:21:03	35:38:00	31:11:55	16:18:31	31:16:46	0:13:07	24:56:56	1:59:52	1	3
SCHULTZ, RAYMOND	*	0:00:00	0:49:06	0:00:56	1:01:23	2:24:51	0:59:42	1:34:39	0:50:03	0:26:41	1:10:04	0:00:00	0:04:16		0
SILLIMAN, ERIC		16:45:18	18:58:22	19:39:33	13:27:53	12:35:27	10:45:35	7:13:22	16:02:37	16:52:17	43:45:37	19:47:07	12:21:51	5	11
SISSION, KYLE J	*	0:58:16	0:15:03	0:00:00	0:00:28	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00	0	0
SPRINKLE, MICHAEL		1:19:49	4:18:27	6:30:48	5:23:43	6:58:37	3:22:06	5:52:46	3:37:51	13:38:29	8:19:02	7:03:00	7:52:53	1	5
TAYLOR, CRAIG		14:41:29	12:18:05	11:35:47	10:15:58	17:10:22	19:04:50	16:19:36	20:28:11	27:44:07	9:51:01	20:43:44	13:25:23	2	36
TORRES, PATRICK		14:43:57	13:30:08	13:27:58	16:10:17	28:54:02	16:12:23	12:03:12	10:32:36	14:21:28	21:22:56	16:02:29	12:01:22	3	2
TUGGLE, JAMES		8:01:57	13:07:32	13:22:19	15:25:17	18:29:52	11:37:22	4:49:22	21:58:07	10:26:32	15:07:42	0:00:00	0:00:00	0	0
VALDEZ, JUAN		17:55:02	21:37:31	25:08:41	12:08:45	19:10:40	19:47:07	33:08:24	20:38:47	23:36:33	15:33:19	15:41:17	12:57:56	1	17
VASQUEZ, MONICA	- 7	23:38:14	15:16:42	15:32:19	16:21:37	9:48:28	20:24:37	35:09:41	13:51:11	22:04:34	12:53:41	7:42:12	10:15:53	2	15
WHITE, TERRY		23:35:00	19:20:08	19:55:44	14:16:38	17:33:08	31:39:37	12:21:50	22:42:41	27:47:45	35:03:04	19:31:17	24:37:31	8	26
WILLIFORD, Adam		2 New Line Ha	120 (b Ref 11	MULA PLAN	MIZHE WEED	fi cesta -		THE WILLIAM	mis alte	SAME I		21:02:54	22:47:35	5	15 26 46
	*=	Admin Asmt.												75	
		emporary													_

Dispatch Committed Time Totals 387 314 231 279 310 315 373 360 307 291 355 3824 302 911 Phone Calls 2606 2585 2501 2268 2329 2474 2189 3536 2566 2301 2359 2490 30204 3700 Phone Calls 59:07:42 55:04:26 58:22:20 60:38:25 62:57:40 55:10:01 55:48:51 63:16:21 68:36:54 63:02:19 DP General Phone Calls* 54:30:49 90:01:08

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



2021 Burglary Map

<u>Address</u>	Alarm	POE
302 Chapel Bell	No	Vacant (none)
10611 Tarleton	No	Side Door
11634 Blalock Ln	No	Ruse
618 Piney Point Rd	No	Ruse
11310 Smithdale	No	Veh in Carport
11612 Memorial	No	Open Door
11612 Memorial	No	Key in Door
8429 Katy Fwy	No	Smash Door
10903 Wickwild	Yes	Open Garage
11612 Memorial	No	Gated Space
430 Bunker Hill	No	Open Door
12303 Longworth	No	Open Door
10630 N. Evers Par	k No	Open Door

2021 Robberies

Address MO 11702 Greenbay Walker



Daytime Burglary



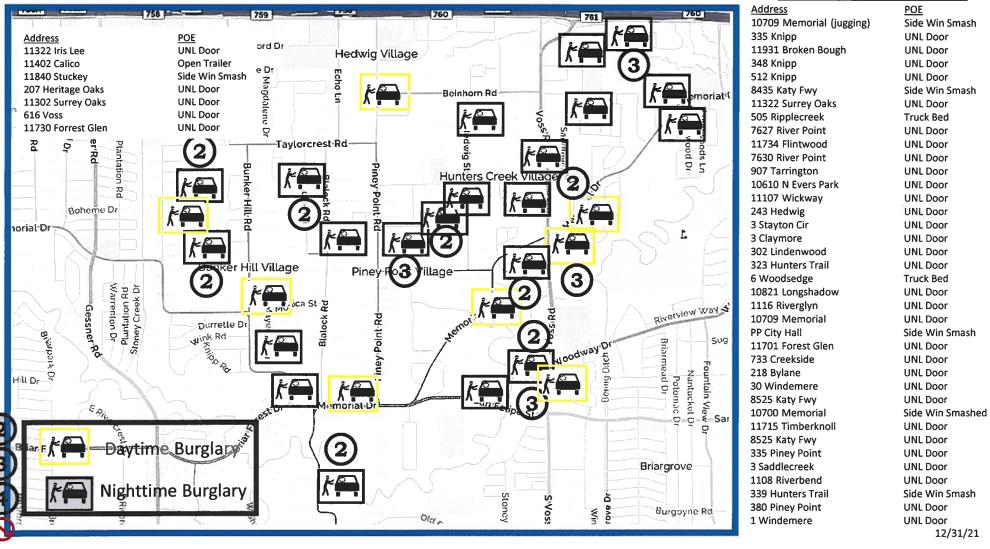
Nighttime Burglary



Robbery



2021 Auto Burglary Map



Hits/Reads By Camera

1	5/3	230),5	80

2 5/205,506

3 0/0

4 2/138,774

5 2/75,453

6 4/63,418

7 7/243,556

8 13/221,259

9 2/52,932

10 5/98,622

11 0/28,262

12 1/68,397

13 0/0

14 0/77,989

15 0/6,602

16 4/99,778

17 7/133,940

18 4/127,380

19 9/246,030

20 9/352,032

21 22/247,631

22 22/299,534

23 7/211,401

24 5/96,262

25 0/59,736

26 0/27,069

29 Riverbend 0/4,617

Station 4/123,700

#172 0/9,331

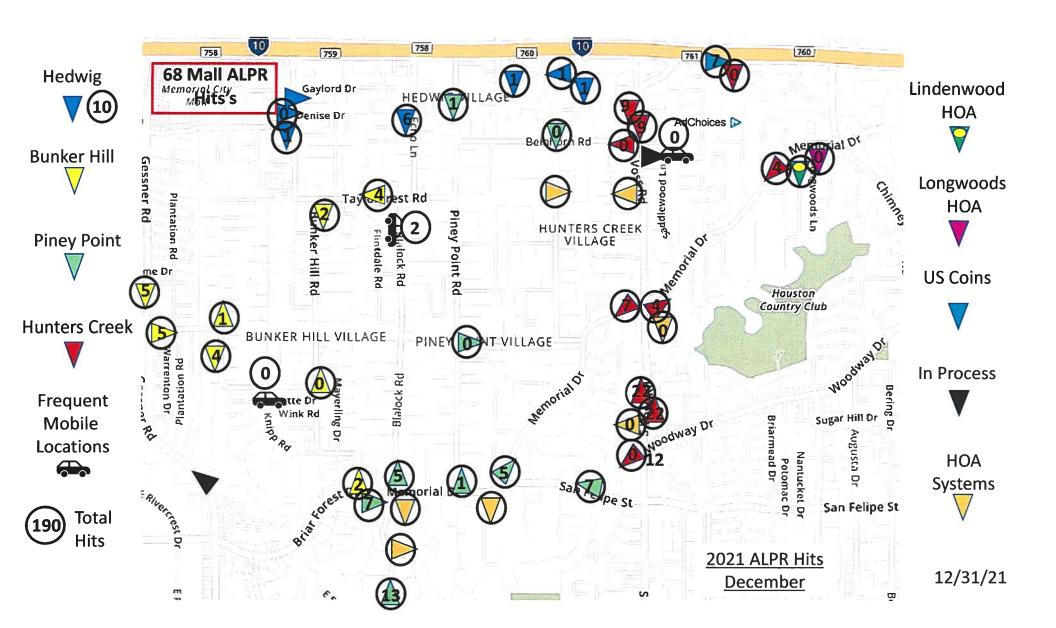
Trailer 2/91,588

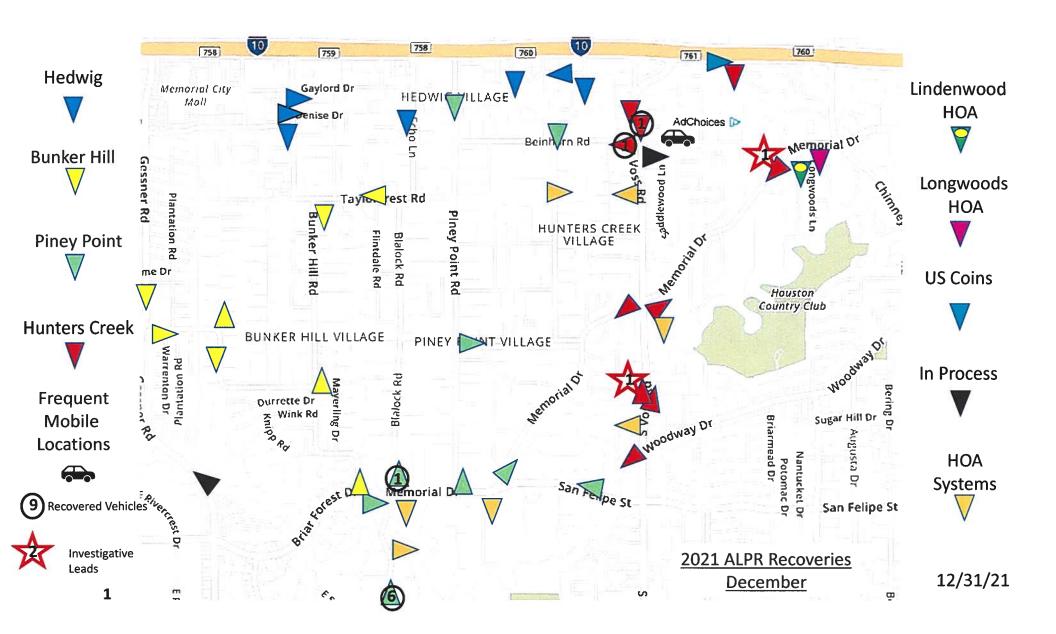
Strey 1/44,595

Total Reads - 3,676,310

Unique Reads - 1,489,056

Hits- 190 - 6 Hit List- 142





			ALPR Reco	wat	iec				P
Num	Plate	Vehicle	Loc		Val	Links			P
2	KHM2376 MVL8705	Ford F350 Hyndi	10		48,000.00 14,000.00	Drugs-Meth	1/5/2021 11-Jan		9 Li
3	GKR5588	Hond Civ	8	\$	12,500.00	Fugitive/poss			K
4 5	MWV2069	Chev Cruz	8 17	\$	9,800.00	Fraud Rental/Cluck	20-Jan		N
6	R000293 LJP9550	Toy Cor Hynd SFE	19	\$	12,000.00 14,000.00	Rental/Cluck	21-Jan 28-Jan		11 1
7	DV48493	VW Jetta	14	\$	17,500.00	Fel Warrant	29-Jan		N
8 9	MHT8564	Hond Acc	2 8	\$	16,000.00	Car Jacking	31-Jan		D
10	9.49E+09 DLJ392	Chev Volt Hond Acc	6	\$	38,000.00 21,000.00	Fel Warrant	2-Feb 4-Feb		K
11	MPR6064	Toy Cor	12	\$	14,000.00	Fug/Drugs	5-Feb		
12	N541138 BZ8K588	Chev Mal Ford Taur	23	\$	21,000.00 8,000.00	Fug/Burg Fraud	8-Feb 10-Feb		
14	MNC3563	Cadi CTS	8	Ś	28,500.00	ITAUU	21-Feb		4
15	MYR3265	ToyHigh	US Coins	\$	18,000.00	Fraud	3-Mar		7
16	89686F5	HYNSon	7		18,500.00	Fraud	4-Mar		
17 18	KXS9288 MXL9491	Ford Focus Ford F350	2 22	\$	14,500.00 31,000.00	Fraud	11-Mar 18-Mar		
19	NZN3882	AcuraTLX	8	\$	24,500.00		22-Mar		
20	GSC6637	Niss Alt	8	\$	16,000.00		30-Mar		
21 22	AW83550 8UTT006	Ford F150 BMW X7	19 20	\$	24,000.00 41,000.00	meth/fraud	2-Apr 16-Apr		
23	NFS0818	MercC30	19	\$	37,000.00		18-Apr		F
24	DV3YSL	Chev Equx	8	\$	15,600.00		11-Apr		
25 26	NZN3882 D83Y023	AcuraTLX Buick Sed	8	\$	23,000.00	Burg/BMV's	11-May 12-May		
27	BPS9409	Niss RGE	15	\$	22,500.00		13-May		
28	JDV2724 GYL2571	Toy Corrol	2		26,000.00	Car Jacking	16-May		
29 30	GYL25/1 1275 E1	Chev PU Niss Rog	2 6	\$	41,000.00 24,500.00	Prositute Prositute/273	25-May 6-Jun		
31	MXD4027	Niss Alt	8	\$	19,500.00		7-Jun		
32	NTH2685	Chev Van	2		31,000.00	Fugitive	10-Jun		
33 34	NTV6211 LDCV51	Toy Cor Kia Van	River 19	\$	17,000.00 19,000.00	Mail Thieves Fraud	10-Jun 12-Jun		
35	MVL3523	Mini	8	\$	22,500.00		27-Jun		
36	LTR3263	Audi	17	\$	37,000.00	Burglar	8-Jul		
37 38	CWX5690 DGJ6939	Tou Rav4 Buick Sed	4 6	\$	17,500.00 11,000.00	fugitive Drugs-Mail	9-Jul 17-Jul		
39	DCJ8410	Mercury	Longwd's	\$	12,000.00	Weapons	18-Jul		
40	NHK7400	Ford F250		\$	23,000.00	Stolen PLT and	27-Jul		
41 42	KHT0403 N573023	Toy SUV Ford Edge	8 23	\$	11,000.00 2,000.00	Warrant Fraud	28-Jul 4-Aug		
43	AH32929	Uhaul	19	\$	31,000.00		4-Aug		
44	14919H8	Ram 1500	. 8	\$	43,000.00	Burglars	7-Aug		
45 46	PRL8380 NMC1245	Honda Od Niss Alt	1 10	\$	22,000.00 23,000.00	Civil Mail Thieves	8-Aug 26-Aug	*STL PL+	
47	401278J	Trailer	8	\$	9,000.00	Fugitive	9-Sep		
48 49	MXK1989 JMA4019	Chev Sil ChevMal	8	\$	16,500.00 9,000.00	Runaway	10-Sep 13-Sep		
50	AE77046	Uhaul	17	Ś	27,000.00	Stolen in Burg	21-Sep		
51	LJS9812	Dodge Chg		\$	23,000.00	Fugitive	30-Sep		
52 53	BWE005 KXN6727	MazMX3 BMWX3	Mall 2	\$	19,000.00 28,000.00	Mall Fugitive	4-Oct 8-Oct		
54	NHT2463	Chry300	8	\$	22,500.00	Rental	10-0ct		
55	Z958GU	Niss Alt	10	\$	17,000.00	8	16-Oct		
56 57	MXN4265 JFL0108	Toy Cam Hon Acc	22 8	\$	18,000.00 26,000.00	Fugitive Fugitive	19-Oct 22-Oct		
58	EVUU13	Hyun ELN	1	\$	21,000.00	Fugitivesx2/m	24-Oct		
59	AE48785	Uhaul	Echo	\$	48,000.00	Fugitive/Narc	28-Oct		
60 61	KZP1231 28917V1	Chev EQN Chev Imp	5 24	\$	34,500.00 21,000.00	Fugitive	5-Nov 10 Nov		
62	CKV2809	ChevVan		\$	11,000.00	T UBILITE	13-Nov		
63	GJK8795	Chev1500		\$	26,000.00	Fugitive/drugs	17-Nov		
64 65	PSX1433 22842Z7	Jeep Wran MerC230	20 10		31,000.00 45,000.00	Fugitive/Drugs	24-Nov 24-Nov		
66	PCD8584	GMC Sierra		-	N/A	Missing Person	27-Nov		
67	PWL8051	Kia Opt	14		18,501.00	Juggers	3-Dec		
68 69	NPV6752 RDD9529	MIT Bur Toy Cor	8	\$	21,000.00	Mail Theft	3-Dec 3-Dec		
70	139LWV	FordTau	24		21,500.00	Armed Robber	3-Dec		
71 72	251DRE	Chev Cruz HonAcc		\$	2,000.00		6-Dec		
73	KPK0114 NHS0587	TovHigh	8		24,500.00		10-Dec 19-Dec		
74	PFL2754	FordF250	20	\$	61,000.00		20-Dec		
75	460K3V	Honda MC	8	\$	18,000.00		26-Dec		
	2021 Value			\$	1,683,601.00			75	
	2020 Value			\$	1,147,500.00		Recovered	61	
	2019 Value			\$	438,000.00		Recovered	22	
	Program Tot	m1		3	3,269,101.00			158	
	*******		ATIVE LEAD						es.
103 18	NVK8808 92350G3	Chev Tahor Jeep Chero			DE Harrassmen ger Belaire to I		SBISD	Solved CID-Open	21-Jan 22-Jan
21	BXR4783	Chev Picku		FSG		wedget CIDD		Solved	8-Feb
WIND HOA	FDC2680	Niss Alt		Ma	il Thieves			Solved	16-Feb
US Coins Strey	MPV1209 LYN9642	Toy Toy Cor			IV Jugger ckage Thief			CID-Open2 CID-Open	27-Feb 27-Feb
17	CNB1734	BLK F150		FS	-			ID's	3-Mar
24	960200	Blk Exped		Bu	rg			Gypsys	27-Apr
26 11	11548U4	Ford PU		Bu	-			Gypsys	29-Apr
11 19	10654S1 07316A8	Ford PU Niss Sen		Bu	rg il Thieves			Gypsys Arrested	29-Apr 19-Jun
23	BX3C492	Pirus			ling Drugs			Arrested	26-Jun
Hed 10	MZZ3574	Ford F150			eft of Lawn EQ	PT		Open	7-Jul
10 11	NMC1245 Golf	Niss Alt Golf			ial Mail Thief rglar			Arrested Open	26-Aug 14-Sep
12	GWS6988	Chev		Tra	iller Thief			Open	27-Oct
25	PCW0187	ToyCam			rglar rglar			TBW	29-Nov
16	KTF1152	Ford Fus		ВU	rglar			Arrested	31-Dec

 Plate Recoveries
 Links

 9056154
 3/1/2021
 Paper Fraud Tag

 IKW4759
 5/23/2021
 Fraud Tag

 IKW4759
 5/23/2021
 United Subject

 NMC1245
 8/26/2021
 On stolen car same make

 ILX5130
 9/15/2021
 Stolen Temp

 NBI0628
 9/19/2021
 Stolen Temp

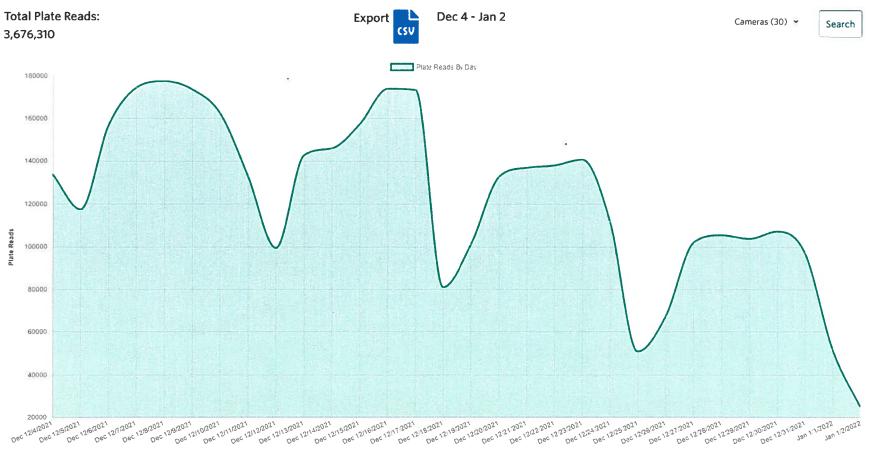
 NBI0628
 9/19/2021
 Fug/Stolen Mail/Hotlist

 KPX3504
 30-Nov Fraud

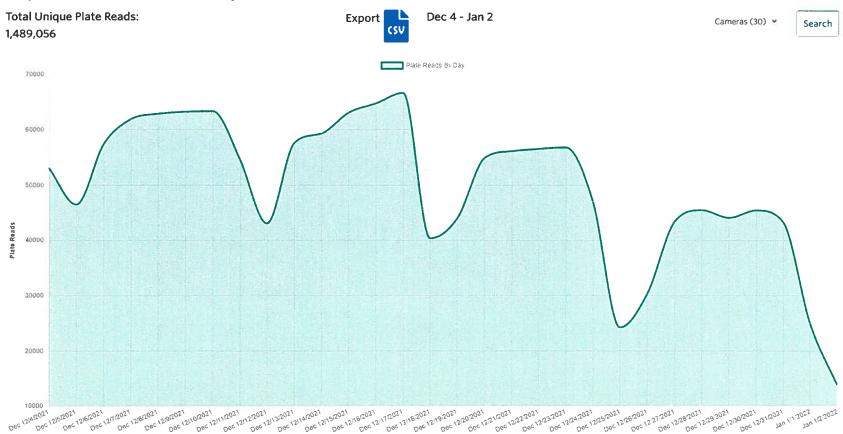
46 of 75 involved in other crimes = 1 61%

Firearm in vehicle

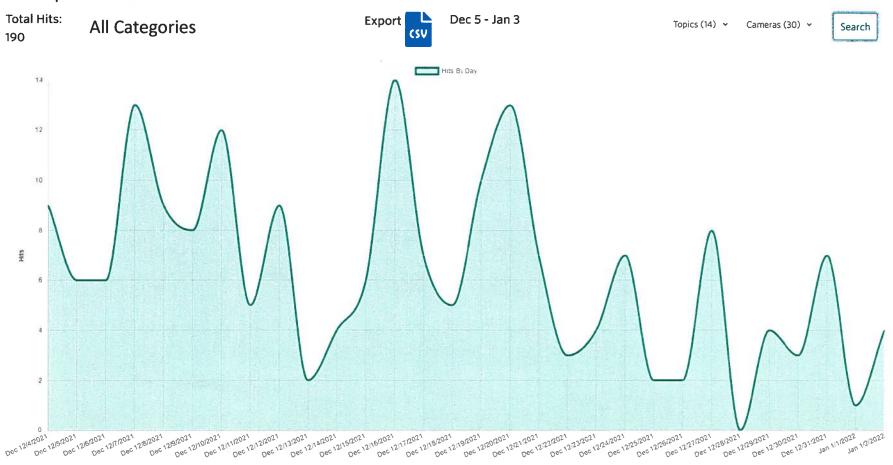
Plate Reads Summary



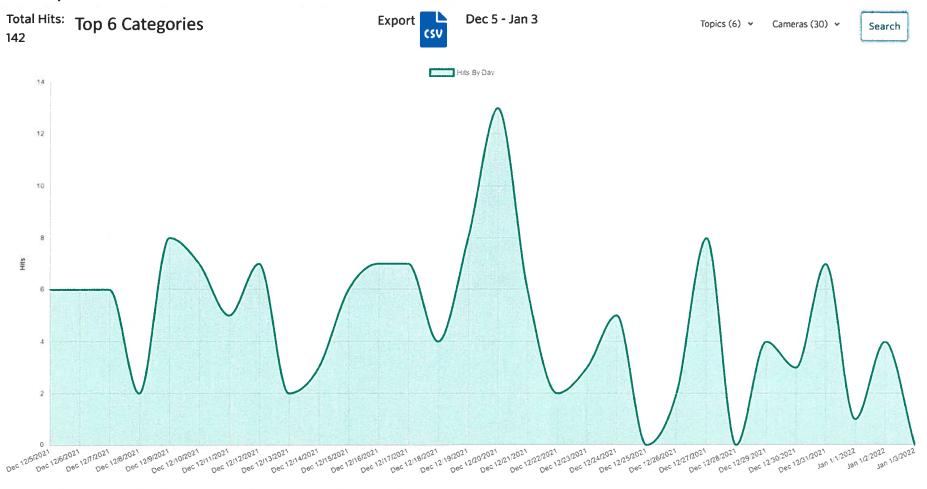
Unique Plate Reads Summary



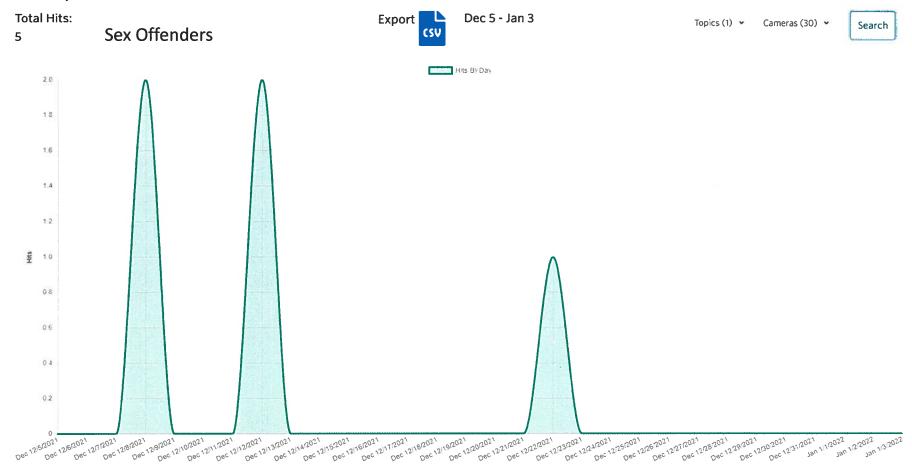
Hits Report



Hits Report



Hits Report





January 5, 2022

Submitted for your review is the <u>PRELIMINARY</u> FY21 Budget Performance Report and accompanying documents as of December 31, 2021.

It is anticipated that all prior year invoices should be received by the end of February 2022. At that point FY21 will be officially closed and no additional adjustments will occur unless they are audit adjustments.

Maintenance & Operations Fund:

Based on invoices received to date, the Department is expected to expend 96% of the appropriation. During the month of December, the reimbursement for approved winter storm expenditures totaling \$14,303.86 was received.

Auto Replacement Fund:

Approximately \$20,312 of carryover funding was used to complete the vehicle purchases for the year.

Capital Replacement Fund:

The invoice for the traffic and messaging trailer that will be reimbursed by grants funds was presented and paid.

Budget Amendment:

You will notice on the summary report several line items in the projected savings/deficit column are in the red. This indicates the year-to-date expenditures exceeded the amount allocated for that category. The budget amendment simply seeks to eliminate these overages by reallocating funding from line items with projected savings. The net effect to the budget will be zero.

Year end collateral and investment reports are attached.

For the tv	welve months ended December 2021		100.00%	100.00%				
		American Desired				Forecasted	Projected	Control of the Contro
DESCRIPT		ADOPTED BUDGET	ACTUAL	DIFF	% Executed	Annualized 12/31/21	Saving / (Deficits)	% Forecasted
Expenditur 100	Regular Wages	3,679,271	3,626,604	52,667	98.57%	3,626,604	52,667	999
110	Overtime	125,000	144,895	(19,895)		144,895	(19.895)	
115	Court/Bailiff OT	12,000	506	11,494	4.22%	506	11,494	49
120	Retirement	450,483	434,539	15,944	96%	434,539	15,944	96.59
125	457b Employer contribution	32,869	31,538	1,331	96%	31,538	1,331	96.09
130	Health Insurance	592,828	484,919	107,909	81.80%	484,919	107,909	829
140	Workers Compensation	70,500	64,313	6,187	91.22%	64,313	6,187	91.29
150 160	Life/LTD Medicare/SS	21,709	18,878	2,831	86.96%	18,878	2,831	879
100	Personnel Services	55,403 5,040,063	54,167 4,860,361	1,236	97.77% 96.4%	54,167 4,860,361	1,236 179,702	97.89 96.49
		anni Sarak Aras			energy and the same			
200 210	Auto General Liability	41,100	23,386 348	17,714 372	56.9%	23,386 348	17,714 372	579
220	Public Official Bond	720 960	348 848	112	48.4% 88.3%	848	112	48.49 889
230	Professional Liability	21,400	20,149	1,251	94.2%	20,149	1,251	94.29
240	Real & Personal Property	8,000	7,499	501	93.7%	7,499	501	949
	Total Other Insurance	72,180	52,231	19,949	72.4%	52,231	19,949	72.49
300	Gas & Oil	70,500	110,213	(39,713)	156.3%	122,213	(51.713)	1739
310	Maintenance	35,000	39,993	(4.993)		44,993	(9.993)	
320	Tires	7,000	3,911	3,089	55.9%	3,911	3,089	56%
330	Damage Repair	10,000	2,969	7,031	29.7%	2,969	7,031	29.79
	Maintenance & Misc.	122,500	157,086	(34,586)	128.2%	174,086	(51,586)	142.19
400	General Maintenance	25,000	26,529	(1,529)	106.1%	29,529	(4,529)	1189
410	Janitorial Services	21,000	20,329	600	97.1%	20,400	600	97.19
420	Jail Ashara Salvices	1,000		1,000	0.0%	0	1,000	09
430	Building Furnishings	15,000	7,803	7,197	52.0%	7,803	7,197	52.09
	Total Building	62,000	54,732	7,268	88.3%	57,732	4,268	93.19
500	Computers	13,000	11,837	1,163	91.1%	11,837	1,163	919
510	Postage/Postage Machine	1,100	845	255	76.8%	845	255	76.89
520	Stationery/Expendables	15,000	21,388	(6,388)	142.6%	23,388	(8,388)	1569
530	Bank Finance Charges	550	503	47	91.4%	503	47	91.49
540	Payroll	17,400	18,143	(743)		18,143	(743)	
	Total Office	47,050	52,716	(5,666)	112.0%	54,716	(7,666)	116.39
600	Telephone Telephone	36,003	38,099	(2,096)	105.8%	38,099	(2,096)	1069
310	Electric	20,000	12,758	7,242	63.8%	12,758	7242	63.89
620	Water/Sewer	5,320	4,740	580	89.1%	4,740	580	899
630	Natural Gas Total Utilities	600	56,199	5,724	90.8%	56,199	5,724	90.89
	Total Offices	01,923	30,177	3,727	70.070	30,133	3,124	70.67
700	Equipment Maint Contracts	118,340	97,005	21,335	82.0%	97,005	21,335	829
710	SETCIC fees	3,600	3,009	591	83.6%	3,009	591	83.69
720	Legal/Professional	55,000	46,367	8,633	84.3%	48,367	6,633	889
730 740	IT Services Software Maintenance Contracts	101,850 56,202	100,244 56,797	1,606 (595)	98.4% 101.1%	100,244 56,797	1,606	98.49 1019
740	Total Contract Services	334,992	303,422	31,570	90.6%	305,422	29,570	91.29
200	CAMERICAN CONTRACTOR OF THE PROPERTY OF THE PR	neuesti vi		GRANT TO COLOR		water to the same		
800 810	Accreditation Uniforms	1,200 30,500	1,200 38,522	(8.022)	100.0% 126.3%	1,200 41,522	(11.022	
820	Radio parts and labor	33,036	28,044	4,992	84.9%	28,044	4,992	
830	Firearms Training & Ammo	5,500	3,927	1,573	71.4%	3,927	1,573	71.49
835	Tasers	15,000	10,254	4,746	68.4%	10,254	4,746	689
840	Training & Prof Dues	58,000	37,012	20,988	63.8%	37,012	20,988	63.89
850	Travel	9,000	3,614	5,386	40.2%		5,386	
860	Recruiting Costs	5,000	17,581	(12,581)		17,581	(12,581)	
870 880	Contingency	3,500 25,000	3,829	(329) 25,000	109.4% 0.0%	3,829	(329) 25,000	109° 0.0°
890	Contingency Small Equipment	13,500	13,381	25,000	99.1%		25,000	ALCOHOL STATE OF THE PARTY OF
	Storm Related Expenditures		18,523	PERSONAL PROPERTY OF THE PERSON NAMED IN COLUMN 1997	23.170	18,523	VALUE OF THE PARTY	And the second
	Total Office	199,236	175,887	23,349	88.3%		38,872	89.89
					172	5,739,633		96.69

Manager Market Market Description A		-		Attack	St. 5	9 U	
Memorial Villages Police Department Vehicle Replacement							
For the twelve months ended December 2021		100:00%					11 77 77
Prior Year Cash Carryover	27,608.11	water water				20000	0.000
FY21 Sale of vehicles	77,456.00						
FY21 Assessment collected to date	153,000.00		FY21 Assessmen	nt remainin	g	0,00	
FY21 Interest earned to date	216.36						
FY21 Expenditures	(153,000.00)						
FY21 A/P	(155,000.00)						
Cash Balance @ 12/31/21	84,967.98						
	The second second points				Forecasted	Projected	
	ADOPTED			%	Annualized	Saving /	
DESCRIPTION	BUDGET	ACTUAL	DIFF	Executed	12/31/21	(Deficits)	% Forecaste
Expenditures					VIC 56.77		
1000 Vehicle Replacement	153,000	153,000	0	100.00%	153,000	0	100.09
Total Vehicle Replacement	153,000	153,000	0	-	153,000	0	100.09
Vehicle Replacement costs covered by carry		20,312			-V=		15 - 214 6
Memorial Villages Police Department						77	
Special Capital Assets For the twelve months ended December 2021		100.00%					
						Market I	
Prior Year Cash Carryover	84,147.81		V77.8088			1000 Per 1000 CP	
Asset Seizure Funds	48,482.93						
FY21 Assessment collected to date	16,500.00		FY21 Assessme	nt remainin	ıg	0.00	
FY21 Interest earned to date	574.39						
FY21 Expenditures	(34,727.86)						
Cash Balance @ 12/31/21	114,977.27						
					Forecasted	Projected	
	ADOPTED			%	Annualized	Saving /	
DESCRIPTION	BUDGET	ACTUAL	DIFF	Executed	12/31/21	(Deficits)	% Forecaste
Expenditures	CHARLES SHEET TO		MANDERS STORY	CHEATHT LOTTER			
2880 Capital Projects	16,500	17,728	(1,228)				ALE DE LA COLLEGE
and the same of th			The state of the s	0.0%	17,728	(1,228)	
Total Capital Items	16,500	17,728	(1,228)	0.0%	17,728	(1,228)	
Total Capital Items Trailer purchase with grant funds to be rei	16,500 mbursed	17,728 17,000	(1,228)	0.0%	17,728	(1,228)	107.4
Total Capital Items	16,500	17,728	The state of the s				107.49
Total Capital Items Trailer purchase with grant funds to be rei	16,500 mbursed	17,728 17,000	(1,228)	0.0%	17,728	(1,228)	107.4
Total Capital Items Trailer purchase with grant funds to be rein Total Vehicle and Capital Fund	16,500 mbursed	17,728 17,000	(1,228)	0.0%	17,728	(1,228)	107.49
Total Capital Items Trailer purchase with grant funds to be rein Total Vehicle and Capital Fund	16,500 mbursed	17,728 17,000	(1,228)	0.0%	17,728	(1,228)	107.49
Total Capital Items Trailer purchase with grant funds to be rein Total Vehicle and Capital Fund	16,500 mbursed 169,500	17,728 17,000	(1,228)	0.0%	17,728 170,728 Forecasted	(1,228) (1,228) Projected	107.44
Total Capital Items Trailer purchase with grant funds to be rein Total Vehicle and Capital Fund Memorial Villages Police Department	16,500 mbursed 169,500 ADOPTED	17,728 17,000 170,728	(1,228)	0.0%	17,728 170,728 Forecasted Amutalized	(1.228) (1.228) Projected Saving /	107.44 1014 % Forecaste
Total Capital Items Trailer purchase with grant funds to be rein Total Vehicle and Capital Fund Memorial Villages Police Department DESCRIPTION	16,500 mbursed 169,500 ADOPTED BUDGET	17,728 17,000 170,728	(1,228) (1,228)	0.0% 100.7%	17,728 170,728 Forecasted Annualized 12/31/21	(1,228) (1,228) Projected Saving / (Daffoits)	107.49 107.49 1019 % Forecaste:

MEMORIAL VILLAGES POLICE DEPARTMENT PROJECTED CASH BALANCE

31-Dec-21

All Funds (MODIFIED CASH BASIS PROJECTIONS)

Cash collected for FY21 @ 12/31/21 6,258,615.78

Estimated Expenditures (Dec 21) ____5,883,361.26

Estimated cash on hand @ 12/31/21 for FY21 activities 375,254.52

Cash Balances@ 12/31/21:

Health Benefits 40,366.66

General 454,383.16

Vehicle Replacement 84,967.98

Dare Fund 13,221.64

Special Capital Assets 114,91

Actual cash balance @ 12/31/21 all accounts 707,916.71

All Funds (Modified Accrual Basis Projections)	2021 YTD Budget	2021 YTD Actual	2021 YTD Difference	2021 Total Adopted Budget
			(Budget vs. Actual)	
GENERAL FUND REVENUES	5,939,943	5,962,386	22,443	5,939,944
GENERAL FUND EXPENDITURES		5,712,633		
GENERAL FY 21 REVENUES OVER EXPENDITURES		249,753		
VEHICLE REPLACEMENT REVENUES	153,000	230,672	77,672	153,000
VEHICLE REPLACEMENT EXPENDITURES		153,000		
VEHICLE REPLACEMENT COVERED BY CARRYOVER FUNDS		20,312		
VEHICLE FY 21 REVENUES OVER EXPENDITURES		57,360		
SPECIAL CAPITAL ASSETS REVENUES	16,500	65,557	49,057	16,500
CAPITAL EXPENDITURES		17,728		•
CAPITAL EXPENDITURES COVERED BY GRANT		17,000		
CAPITAL FY 21 REVENUES OVER EXPENDITURES		30,829		
COMBINED REVENUES	6,109,443	6,258,616	149,173	6,109,444
COMBINED EXPENDITURES	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	5,883,361		
COMBINED FY 21 NET REVENUES / EXPENDITURES		375,255		
Formal reserves:	DARE			\$13,222
	VEHICLE REPLACEMENT			\$84,968
	SPECIAL CAPITAL ASSETS			\$114,977
	WORKING CAPITAL			\$60,000
	STATE TRAINING FUNDS			\$4,572
			,	\$277,739



MEMORIAL VILLAGES POLICE DEPARTMENT NOTICE OF A REGULAR MEETING

Notice is hereby given of a Regular Meeting of the Board of Commissioners of the Memorial Villages Police Department, a combined police department of the Cities of Bunker Hill Village, Hunters Creek Village and Piney Point Village, Texas, to be held at 6:00 PM on January 10, 2022, at the

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

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

AGENDA

- a. <u>Citizen Comments</u> At this time, any person may speak to the Police Commission. In compliance with the Texas Open Meetings Act, if a member of the public comments or inquires about a subject that is not specifically identified on the agenda, the Police Commission may only respond by giving a statement of specific factual information or by reciting existing policy. The Police Commission may not deliberate or vote on the matter, but it may be recessed for a future meeting.
- b. Approval of Minutes Update, discussion and possible action.
 - 1. Approval of December 13, 2021, Meeting Minutes.
- c. Financial Report Update, discussion and possible action.
 - 1. FY21 Budget Review and Discussion.
- d. New Business Discussion and possible action.
 - 1. Annual IT systems health report
 - 2. FY21 Budget Amendment to eliminate line-item overages
- e. Chief's updates
 - 1. Summary overview of monthly reports and activities.
 - 2. COVID-19 Pandemic updates and discussion of possible actions that may be required, due to staffing/Vaccine Distributions.
- f. <u>Executive Session</u> It is anticipated that all, or a portion of the discussion of the following item will be conducted in closed executive session under authority of the Texas Open Meetings Act. However, no action will be taken on this item until the Commission reconvenes in open session.
 - 1. Legal advice from the Commission's attorney regarding pending claims against the Department.
 - 2. Legal advice and discussion of personnel matters.

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

Adjournment

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

> Raymond Schult, Chief of Police Memorial Villages Police Department

POSTED:

_ @ 11981 Memorial Drive at $\frac{2:30 \text{ p.m.}}{(time)}$

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

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

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

Chief of Police Raymond Schultz

Legal Counsel John Hightower

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

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

Column 1: Reflects the cities listed within the chart.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



CITY OF PINEY POINT VILLAGE

PROCLAMATION OF THE CITY OF PINEY POINT VILLAGE, TEXAS

WHEREAS, Zebulun Nash was appointed the City of Piney Point Village Fire Commissioner on January 23, 2012, having previously served a year as alternate Fire Commissioner; and

WHEREAS, in the ensuing ten years, Zeb has brought tremendous devotion to the task of making sure the Village Fire Department remains the best in emergency medical care and fire service; and

WHEREAS, Zeb's leadership, skill and hard work greatly contributed to the renovation and modernization of the fire station, and the attainment of ISO 1 status, among other accomplishments; and

WHEREAS, his leadership during his 2 years of recent service as Chair of the Commission during a troubled time contributed greatly to the preservation of the cooperative nature of the Village Fire Department and his continued diligence looks to smooth those troubles; and

WHEREAS, during difficult circumstances, he has never failed to bring good cheer, humor and a calming presence to go with his skill and determination;

NOW, THEREFORE, I, Mark Kobelan, as Mayor of the City of Piney Point Village, Texas, and on behalf of the City Council, hereby proclaim Monday, January 24, 2022, as

Zeb Nash Day

in the City of Piney Point Village, Texas, in appreciation of his dedication and commitment to our community, and further commend his leadership skills that contributed significantly to the continued success of the Village Fire Department.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Piney Point Village, Texas, to be affixed this 24th day of January in the year of our Lord two thousand twenty-two.

Mark Kobelan, Mayor

City of Piney Point Village

Attest:

Karen Farris
City Secretary

City of Piney Point Village

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: January 24, 2022

SUBJECT: City of Bunker Hill Village

Agenda Item: 4

Discuss and consider possible action to reinstate Bunker Hill Village as a full member of the VFD and immediate reimbursement of the escrow funds contributed for 2019-2021.

January 13, 2022

The Honorable Tom Jinks & Members of the City Council Mayor and City Council, City of Hedwig Village

The Honorable Russell Herron & Members of the City Council Mayor and City Council, City of Hilshire Village

The Honorable Jim Pappas & Members of the City Council Mayor and City Council, City of Hunters Creek Village

The Honorable Mark Kobelan & Members of the City Council Mayor and City Council, City of Piney Point Village

The Honorable Marcus Vajdos & Members of the City Council Mayor and City Council, City of Spring Valley

Chairman Jay Carlton & Members of the Village Fire Commission Village Fire Department

RE: City of Bunker Hill Village ("City") reentry to Village Fire Department ("VFD")

Dear Mayors, Members of the City Councils, Chairman Carlton and Members of the Village Fire Commission:

Thank you for the letter from Mr. Brandon D. Morris with Randle Law Officer dated January 4, 2022 outlining the opportunity and process for Bunker Hill Village to reenter the VFD.

On behalf of the City Council, I am writing to inform you of the City's interest in becoming a full member of the Village Fire Department with early entry as noted in Mr. Morris' letter. Action was taken to authorize this letter at a Special City Council Meeting held on Thursday, January 6, 2022. In addition, upon re-entry, the City respectfully requests immediate reimbursement of the escrow funds contributed for 2019, 2020 and 2021 in accordance with the October 2019 Agreement as well as any other actions as required.

We appreciate this opportunity and look forward to working with all parties involved to see this accomplished.

Sincerely,

Robert P. Lord, Mayor

cc: Bunker Hill City Council



TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: January 24, 2022

SUBJECT: Calling a General Municipal Election and establishing a joint election with

Spring Branch Independent School District for May 7, 2022

Agenda Item: 5

Discuss and consider possible action on Resolution No. 2022.01.24 Calling a General Municipal Election on May 7th, 2022 and establishing a joint election agreement with Spring Branch Independent School District.

RESOLUTION 22.01.24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PNEY POINT VILLAGE, TEXAS, AUTHORIZING AND CALLING FOR A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 7, 2022, FOR THE PURPOSE OF ELECTING THE MAYOR AND TWO ALDERMEN; ESTABLISHING A JOINT ELECTION AGREEMENT WITH SPRING BRANCH INDEPENDENT SCHOOL DISTRICT; PROVIDING FOR THE USE OF DIRECT RECORDING VOTING DEVICES; PROVIDING FOR EARLY VOTING HOURS AND PROVIDING AN EFFECTIVE DATE.

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

- **Section 1.** That a general regular municipal election is hereby ordered to be held on May 7, 2022, for the purpose of electing a Mayor and two Aldermen, for Position 3, and Position 4, by the qualified voters of the City of Piney Point Village, Texas.
- **Section 2.** The City of Piney Point Village has entered into a joint election agreement with the Spring Branch Independent School District.
- **Section 3.** The Office of the City Secretary shall perform all duties normally performed by the County Clerk in general elections with respect to early voting, giving notice of the election and preparing the official ballots.
- **Section 4.** The early voting polling place shall be held at Piney Point Village City Hall located at 7676 Woodway, Suite 300, Houston, Texas 77063; early voting shall take place beginning April 25th, 2022, and ending April 29th, 2022, between the hours of 8:00 a.m. to 4:00 p.m. and on May 2nd, 2022, and May 3rd, 2022, from 7:00 a.m. to 7:00 p.m.
- **Section 5.** Applications for ballots for voting by mail may be submitted to the City Secretary by mail or common or contract carrier at City of Piney Point Village, 7676 Woodway Drive, Suite 300, Houston, Texas 77063, by telephonic facsimile machine at (832) 952-1157, or by electronic transmission of a scammed application containing an original signature to the following email address: citysec@pineypt.org. Applications for ballots by mail must be received no later than April 26th, 2022, by 5:00 p.m.
- **Section 6.** The May 7th, 2022, election day polling place shall be held at Spring Branch Middle School at 1000 North Piney Point Road, Houston, Texas 77024 from 7:00 a.m. to 7:00 p.m.
- **Section 7.** The official Election Judge, Alternate Judge, and election clerks shall be appointed by and paid by the Spring Branch Independent School District.

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

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

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

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

Section 12. That this resolution shall be effective immediately upon adoption.

PASSED, APPROVED, AND RESOLVED this 24th day of January 2022.

City of Piney Point Village, Texas	
Mark Kobelan, Mayor	
	ATTEST:
	Karen Farris, City Secretary

RESOLUTION FOR JOINT ELECTION

WHEREAS, the Spring Branch Independent School District ("SBISD") is a political subdivision and independent school district of the State of Texas;

WHEREAS, the City of Piney Point Village is a municipality of the State of Texas located in SBISD;

WHEREAS, Chapter 271 of the Texas Election Code authorizes joint elections if the elections ordered by two or more political subdivisions are to be held on the same day in all or part of the same territory;

WHEREAS, Section 11.0581 of the Texas Education Code requires that an election for trustees of an independent school district on the May uniform election date be a joint election under Chapter 271 of the Texas Election Code with the election for members of the governing body of a municipality located in the school district;

WHEREAS, SBISD wishes to have a joint election on May 7, 2022 with Piney Point Village, a municipality located in SBISD.

NOW, THEREFORE, BE IT RESOLVED that for the May 7, 2022 SBISD trustee election, the Board of Trustees of SBISD approves a joint election in accordance with Chapter 271 of the Texas Election Code and Section 11.0581 of the Texas Education Code between SBISD and City of Piney Point Village. The details of the joint election have been made through a separate election agreement which has been adopted by the Board of Trustees.

This Resolution was passed, adopted and approved on this, the 24th day of January, 2022.

Chris Gonzalez, President Board of Trustees of Spring Branch Independent School District Karen Peck, Secretary
Board of Trustees of
Spring Branch Independent
School District

ORDER APPROVING JOINT ELECTION

WHEREAS, the Spring Branch Independent School District ("SBISD") is a political subdivision and independent school district of the State of Texas;

WHEREAS, the City of Piney Point Village ("Piney Point") is a municipality of the State of Texas located partially in SBISD;

WHEREAS, Chapter 271 of the Texas Election Code authorizes joint elections if the elections ordered by two or more political subdivisions are to be held on the same day in all or part of the same territory;

WHEREAS, Section 11.0581 of the Texas Education Code requires independent school districts that hold elections on the May uniform election date to hold those elections as joint elections under Chapter 271 of the Texas Election Code with the election for members of the governing body of a municipality located in the school district.

WHEREAS, SBISD and Piney Point have each ordered their elections for May 7, 2022 and have each passed a resolution agreeing to a joint election.

WHEREAS, the SBISD Board of Trustees wishes to approve the joint election and the terms of the Joint Election Agreement attached hereto.

NOW THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE SPRING BRANCH INDEPENDENT SCHOOL DISTRICT THAT:

Section 1: The matters and facts set out in the preamble of this Order are hereby found and declared to be true and correct.

Section 2: The Trustees find that the proposed Joint Election Agreement attached to this Order, in which SBISD and Piney Point agree, among other things, to hold a joint election to the extent of conducting voting on election day at a common polling place at Spring Branch Middle School, 1000 Piney Point, Houston, TX 77024, (the "Common Polling Location"), which SBISD and Piney Point agree will facilitate the orderly conduct of the proposed election and will adequately and conveniently serve the voters. Accordingly, the terms of the Joint Election Agreement are adopted by reference into this Order as if copied verbatim.

Section 3: The Secretary of the Board of Trustees is hereby directed to preserve a copy of the Joint Election Agreement for the period required for preserving election records.

This Order was passed, adopted and approved on this the 24th day of January, 2022.

Chris Gonzalez, President Board of Trustees of Spring Branch Independent School District

Karen Peck, Secretary
Board of Trustees of
Spring Branch Independent
School District

Interlocal Cooperation Agreement for Joint Elections

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Agreement (the "Agreement") is made and entered into between Spring Branch Independent School District ("SBISD") and City of Piney Point Village ("Piney Point"), together, the "Entities," for the purpose of the Parties conducting joint elections pursuant to Texas Election Code, Chapter 271, and Texas Education Code, Section 11.0581.

Preamble

WHEREAS, SBISD is a political subdivision and independent school district of the State of Texas;

WHEREAS, Piney Point is a municipality of the State of Texas located partially in SBISD;

WHEREAS, Chapter 271 of the Texas Election Code authorizes joint elections if the elections ordered by two or more political subdivisions are to be held on the same day in all or part of the same territory;

WHEREAS, Section 11.0581 requires that an election of trustees of an independent school district shall be held on the same date as the election for the members of the governing body of the municipality located in the school district as a joint election; the voters of a joint election shall be served by common polling places consistent with Section 271.003(b);

WHEREAS, SBISD and Piney Point have determined that it is in the best interests of SBISD, Piney Point, and the citizens thereof, to enter into a joint election agreement for the purpose of sharing election equipment, election supplies, election workers, tabulation services, polling locations, and electronic voting equipment; and

WHEREAS, SBISD and Piney Point shall each order their elections for May 7, 2022 and each shall pass a resolution agreeing to a joint election.

THEREFORE, BE IT RESOLVED THAT SBISD and the City of Piney Point Village agree as follows:

- 1. <u>Chief Election Official.</u> Each Entity agrees to appoint a Chief Election Official who shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Agreement.
- 2. Conduct of Election. Although the Entities may share election responsibilities, judges, clerks and other election workers as part of the Joint Election covered by this Agreement, each Entity shall remain responsible for the lawful conduct of its election. The Entities acknowledge and agree that any election duty related to the lawful conduct of an election not expressly provided for in this Agreement is retained by each Entity. Responsibilities retained by each Entity include, but are not limited to, receipt of applications for a position on the ballot, ballot position drawings, correspondence with candidates concerning ballot applications and/or

- candidate unopposed status, campaign finance reporting, and posting and publication of required election notices.
- 3. <u>Legal Documents.</u> Each Entity shall be responsible for the preparation, adoption, posting and publication of all required election orders, resolutions, and notices required by the Texas Election Code and/or other applicable law. Preparation of the necessary materials for notices and official ballot language shall be the responsibility of each Entity, including translation to languages other than English. Each Entity shall prepare its own submission, if required, to the United States Department of Justice for preclearance of its election, pursuant to the Voting Rights Act of 1965, as amended.
- 4. Early Voting by Personal Appearance. The Entities agree to conduct joint early voting by personal appearance. Early voting by personal appearance will be held at the locations, dates, and times authorized and ordered by the governing body of each party to this Agreement. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations. Each Entity will operate and staff a minimum of one early voting location and bear all costs associated with the location, including personnel. SBISD will provide voting equipment to each early voting location identified in each Entity's election order at no cost to Piney Point.
- 5. Early Voting by Mail. The Entities shall conduct joint early voting by mail.

 SBISD's Early Voting Clerk shall serve as the Early Voting Clerk for the joint election. SBISD shall be responsible for mail ballots and any other supplies required by the Early Voting Clerk and shall be responsible for all other aspects of early voting by mail, including but not limited to, receiving applications for ballots by mail and mailing and receiving ballots by mail. Piney Point shall be responsible for forwarding any applications for ballots by mail it receives to SBISD's Early Voting Clerk within 24 hours of receipt.
- 6. <u>Polling Places.</u> The Parties shall have one common polling place on Saturday, May 7, 2022, Election Day, at Spring Branch Middle School, 1000 Piney Point, Houston, Texas 77024 (the "Common Polling Place").
- 7. <u>Joint Ballot.</u> The Entities agree to a joint ballot. Preparation of the necessary materials for each Entity's official ballot shall be the responsibility of each party to this Agreement, including translation to languages other than English. Piney Point shall furnish SBISD a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the Entity's ballot is to be printed). This list shall be delivered to SBISD as soon as possible following Piney Point's candidate position drawing and in accordance with any timetables provided by SBISD. Piney Point agrees that SBISD shall not be responsible for the wording of the ballot language provided by

Piney Point. SBISD shall provide Piney Point with a ballot proof prior to finalizing the ballot for the joint election. Piney Point shall be responsible for proofreading and approving the ballot insofar as it pertains to Piney Point's candidates and/or propositions.

- 8. Election Judges and Clerks. SBISD shall be responsible for the appointment, compensation and training of all election officials for each election-day and early voting polling location, except as provided in paragraphs 4 and 5 of this Agreement, including the appointment of all judges, clerks and central counting station and early voting ballot board personnel. SBISD shall make emergency appointments of election officials if necessary. SBISD also shall notify all election judges of their appointment. Pay rates for election workers shall comply with the hourly rates required by the Texas Election and Administrative Codes for election judges and clerks. Judges and alternate judges shall also be compensated \$35.00 to attend election training. All joint polling place election workers shall receive these standardized rates of pay.
- 9. Voting Equipment and Election Supplies. The Entities agree to use electronic voting equipment and supplies approved by the Texas Secretary of State for the polling locations and central counting station covered by this Agreement. SBISD shall arrange for and order all equipment and supplies (i.e. election kits, official ballots, sample ballots, tabulation equipment, voter registration lists, and all forms, signs, and maps) and shall arrange delivery of the equipment and supplies to all polling places covered by this Agreement, including the central counting station. Voting equipment will be provided at no cost to Piney Point. Paper ballots will not be used by SBISD or by Piney Point for voting on election-day, except for provisional ballots or in the instance of electrical outages or electronic equipment failure. Piney Point acknowledges that the electronic voting system is highly technical and that it is conceivable that, despite the efforts of the parties, it might fail during the election. Piney Point agrees that should the electronic voting system fail, it will not make any claim against SBISD for damages of any kind, including but not limited to, damages incurred by Piney Point for having to conduct a second election as a result of such failure.
- Early Voting Ballot Board. SBISD shall appoint an Early Voting Ballot Board (EVBB) to process early voting mail ballots received by the Entities. The EVBB shall consist of a presiding judge and at least two other members. Upon recommendation by the presiding judge, SBISD shall appoint any additional EVBB members needed. Tabulation of each Entity's mail ballots shall be conducted separately by the Early Voting Ballot Board at the central counting station on election night, at no cost to Piney Point. A signature verification committee may be appointed in any election under this Agreement. SBISD's early voting clerk shall be responsible for determining whether a signature verification committee is to be appointed for a particular election. If the clerk determines that a committee is to be appointed, the clerk shall issue a written order calling for the appointment in accordance with the requirements of the Election Code. Appointment to the Committee shall be made by the Board of Trustees of SBISD in accordance with the requirements of the Election Code.

- 11. Central Counting Station. SBISD shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of Chapter 127 of the Texas Election Code. SBISD also shall be responsible for conducting any post-election manual recounts required by Section 127.201 of the Texas Election Code. Piney Point will provide a representative at the Central Counting Station on election night to receive the unofficial tabulation of the election. Alternatively, Piney Point may request that SBISD provide the election results via another means such as email. However, if an alternative means is used, SBISD shall not be responsible for technical problems with transmission. Each party to this Agreement shall be responsible for canvassing its own election returns. Central counting station personnel will be provided at no cost to Piney Point.
- 12. Logic & Accuracy Tests. SBISD shall arrange and schedule the logic and accuracy testing for the tabulation equipment prior to its use in the election as required by Chapter 127 of the Texas Election Code and shall be responsible for publishing the required public notice of the date, time, and place of the logic and accuracy testing. The Entities agree and acknowledge that it shall be the responsibility of electronic voting equipment manufacturer to program and test all election equipment in accordance with the requirements of the Texas Election Code, and it is further agreed and understood that by entering into this Agreement, SBISD does not assume any responsibility for the programming or testing of the electronic voting equipment used in the election. SBISD shall be responsible for conducting the logic and accuracy tests for the tabulation equipment required by Chapter 127 of the Texas Election Code.
- Cancellation of Election. Either Entity may withdraw from this Agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 2.053 of the Texas Election Code. If an Entity cancels its election, it shall promptly notify the other Entity in writing and shall be responsible only for its share of prorated expenses through the date of cancellation. The Entity remaining in the election shall then assume full responsibility and expense for conducting its own election. The Entity cancelling its election shall be responsible for preparing all orders, resolutions, and certifications associated with canceling its election pursuant to Chapter 2 of the Texas Election Code. In the event that other entities have joined in the Joint Election, and SBISD cancels its election, each remaining entity shall assume full responsibility and expense for conducting its own election. In the event that SBISD cancels its election, any remaining entity desiring SBISD to conduct its election shall make its request in writing. In that event, polling locations (early and election-day) shall be determined by SBISD.
- 14. Expenses of Joint Election. Services and equipment provided to Piney Point under this Agreement shall be at no cost, unless SBISD cancels its election and Piney Point does not, or Piney Point requires a runoff election. In those instances, SBISD shall prepare and submit an invoice to Piney Point for Piney Point's portion of the joint election expenses, which invoice shall be due and payable within thirty (30) days of receipt thereof. The Entities shall meet, if necessary, following the Joint Election to review administration and/or the expenses of the Joint Election.

Piney Point agrees and acknowledges that SBISD may from time to time invite other entities who serve voters within the same boundaries to join the Joint Election. Under such circumstances, election expenses allocated under this Agreement shall be borne proportionately by all Entities participating in the Joint Election.

- 15. <u>Election Records.</u> Each Entity hereby appoints its Chief Election Official as the general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code. The Chief Election Officials shall work cooperatively with one another, sharing records and materials as needed. Access to the each Entity's election records shall be available to that Entity upon request as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records for the electronically voted ballots shall be stored by the Chief Election Official of each Entity. Each Chief Election Official shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable. Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, each Entity shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each Entity to bring to the attention of its records custodian notice of any pending election contest, investigation, litigation or open records request which may be filed with the Entity.
- 16. <u>Joint Election Preserved.</u> This joint election agreement shall be preserved for the period for preserving the precinct election records.
- 17. Recounts. A recount may be obtained as provided by Title 13 of the Texas Election Code. If either Entity requires a recount, it is understood and agreed that the Entity requiring the recount shall be responsible for the supervision of the recount and shall appoint all personnel for the recount. The entities agree to work cooperatively with one another, promptly making available all election records, equipment, and supplies (including ballots, ballot boxes, and voting equipment) requested by the Entity conducting the recount. All costs of the recount shall be borne by the Entity requiring the recount.
- 18. Entire Agreement/Amending This Agreement. The Parties agree that this Agreement is the entire agreement between SBISD and Piney Point and supersedes any previous oral or written agreements. This Agreement may be amended only by the mutual agreement of the Parties, in a writing to be attached to and incorporated in this Agreement.
- 19. <u>Source of Payment.</u> Local funds expended will be from current revenues available to the paying party.
- 20. <u>Term of Agreement.</u> The term of this Agreement shall be for a period of one (1) year,

commencing on the effective date hereof. Provided, however, this Agreement shall be automatically extended for additional one-year terms unless either party notifies the other in writing of non-renewal not less than 90 days prior to the expiration of the primary or any renewal term hereof. Provided further, either party to this Agreement shall be entitled to terminate same upon 90 days advance written notice.

- 21. No Assignment. This Agreement may not be assigned.
- 22. <u>Construction and Venue.</u> This Agreement shall be construed under the laws of the State of Texas; mandatory and exclusive venue in any action arising out of this Agreement shall be in Harris County, Texas.
- 23. <u>Authorized by Governing Body.</u> Each party acknowledges that this Agreement has been authorized by the governing bodies of both SBISD and Piney Point.
- 24. <u>No Third Party Beneficiary.</u> Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not a signatory hereto.
- 25. <u>Notice.</u> Notice under this Agreement must be in writing and may be delivered by hand delivery, fax or by certified mail to each Entity's Chief Election Official at the addresses listed on their respective signature blocks below.

Agreed this 24th day of January, 2022.	Agreed this day of January, 2022
Board of Trustees of	Mark Kobelan, Mayor
Spring BranchIndependent School District	City of Piney Point Village

CHIEF ELECTION OFFICIALS:

	Signature:	
DATE	Printed Name:	
	Political Subdivision:	
	Address:	
	City, State Zip:	
	Telephone:	3 98
	Fax:	
	Email:	
	Signature:	
DATE	Printed Name:	
	Political Subdivision:	
	Address:	
	City, State Zip:	
	Telephone:	
	Fax:	
	Email:	

Karen Farris

From: Porter, Christine < Christine.Porter@springbranchisd.com>

Sent: Tuesday, January 4, 2022 12:10 PM

To: Karen Farris

Cc: Dickens, Elva (Diane); Norris, William

Subject: Piney Point Joint Election rev 1-4-2022 final **Attachments:** Piney Point Joint Election rev 1-4-2022 final.docx

Finey Foint Joint Election Tev 1-4-2022 Illiandoc

Hi, Karen,

Please find attached the joint election resolution with some updated and revised wording, mainly tied to new required language. If your council could review this and approve this this month, that works for us as we are planning to take this to the January 24, 2022 board meeting.

Let me know if you have any questions, please!

Thanks, Christine



Christine A. Porter, CPA, RTSBA

ASSOCIATE SUPERINTENDENT FOR FINANCE Financial Services Division, Spring Branch Independent School District 713-251-2349 | christine.porter@springbranchisd.com

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TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: January 24, 2022

SUBJECT: Designating the City's official newspaper

Agenda Item: 6

Discuss and consider possible action on Resolution No. 2022.01.24A designating the City's Official Newspaper.

RESOLUTION No. 22.01.24A

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 24th day of January 2022.

	City of Piney Point Village, Texas
	Mark Kobelan, Mayor
ATTEST	
Karen Farris, City Secretary	

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: January 24, 2022

SUBJECT: Approving signatories on city accounts at Amegy Bank

Agenda Item: 7

Discuss and consider possible action on Resolution No. 2022.01.24B approving certain persons to be authorized to act as signatories on city accounts at Amegy Bank.

RESOLUTION NO. 2022.01.24B

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE, TEXAS, APPROVING CERTAIN PERSONS TO BE AUTHORIZED TO ACT AS SIGNATORIES ON CITY ACCOUNTS AT AMEGY BANK, THE CITY'S BANKING DEPOSITORY.

* * * * * * * * * *

WHEREAS, the official depository for City funds is Amegy Bank; and

WHEREAS, pursuant to its depository contract with Amegy Bank, the governing body of the City shall designate persons authorized to act as signatories for checks or other instruments that provide for withdrawals from the various accounts of the City at such bank; now therefore;

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

<u>Section 1</u>. That Mayor Mark Kobelan, Councilmember Michael Herminghaus, Council Member Conrad H. Kollenberg, Jr., and City Administrator Robert Pennington are hereby authorized to act as signatories on the various accounts of the City, in accordance with the terms and conditions of the depository contract.

Section 2. The City Secretary is hereby authorized and directed to cause a true and correct copy of this Resolution to be served upon Amegy Bank

PASSED, APPROVED, and RESOLVED this 24 day of January , 2022.

	Mark Kobelan, Mayor	
ATTEST		
Karen Farris, City Secretary		

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: January 24, 2022

SUBJECT: DRC Emergency Services for debris removal for 2022

Agenda Item: 8

Discuss and consider possible action on Resolution No. 2022.01.24C approving a contract with DRC Emergency Services for disaster debris clearance removal for 2022.

A copy of the original contract is attached.

RESOLUTION NO. 2022.01.24C

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

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

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

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

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

PASSED AND APPROVED this 24th day of January 2022.

	City of Piney Point Village, Texas
	Mark Kobelan, Mayor
ATTEST	
Karen Farris, City Secretary	

MASTER

7

}

AGREEMENT FOR SERVICES BETWEEN

CITY OF PINEY POINT VILLAGE, TEXAS

AND

DRC EMERGENCY SERVICES, LLC

Contract Number:

Services Agreement

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

1

The parties agree as follows:

ARTICLE 1 - EFFECTIVE DATE/TERM	
The effective date of this AGREEMENT shall be	

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

ARTICLE 2 - SERVICES TO BE PERFORMED:

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

ARTICLE 3 - COMPENSATION

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

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

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

3

ARTICLE 4- INSURANCE

CONTRACTOR shall maintain the following insurance limits:

3

Worker's Compensation – Statutory Limits (\$100,000) of the Sate of Alabama; General Liability – One Million Dollars (\$1,000,000) any single occurrence; Contractor's Vehicle Insurance – (\$500,000) Pollution Liability Insurance – (\$1,000,000) CONTRACTOR shall provide GOVERNMENT a Certificate of Insurance evidencing such coverage.

ARTICLE 5 - SURVIVAL

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

ARTICLE 6 - INDEMNIFICATION

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

ARTICLE 7 - SUBCONTRACTING

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

ARTICLE 8 - FEDERAL AND STATE TAXES

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

ARTICLE 9 - GOVERNMENT'S RESPONSIBILITIES

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

ARTICLE 10 - TERMINATION OF AGREEMENT

3

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

ARTICLE 11 - UNCONTROLLABLE FORCES (FORCE MAJURE)

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

ARTICLE 12 - NON-DISCRIMINATION

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

ARTICLE 13 - SEVERABILITY

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

ARTICLE 14 - ENTIRETY OF AGREEMENT

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

ARTICLE 15 - MODIFICATION

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

ARTICLE 16 - SUCCESSORS AND ASSIGNS

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

ARTICLE 17 - NOTICE

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

As To GOVERNMENT

As To CONTRACTOR

DRC EMERGENCY SERVICES, LLC

740 Museum Dr. Mobile, AL 36608 (Attn: Robert J. Isakson)

ARTICLE 18 - ESCALATION CLAUSE

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

ARITICLE 19 - TASK ORDER/PERFORMANCE

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

ARTICLE 20 - DISPUTE RESOLUTION

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

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

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

3

ARTICLE 21 - BOND

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

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

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

GOVERNMENT

Name:

DRC Emergency Services, LLC

Signature:

Witness

Page 1 or 4

End User: [Enter Client Name]

SCHEDULE 1 - UNIT RATE PRICES	CHEDULE		
ROW Variabilities Dalada B	land to describe the second of the second o	Transportagion ()	1
ROW Vegetative Debris Ramovel (Collect & Hau)) toti consists of collection and transportation of eligible vegetative debris on the ROW to an approved TOSRS other designated disposal locity.	\$ Per Cubio Yard	Entimated CY	Total
ROW C&D Debris Removal (Collect & Hauf)	\$ 6.80	142,500	
and the property of the state o	8 Par Gubic Yard	Estimated CY	Total
Demolition, Removal and Transport of Higibie Structures on consists of all labor, surjourned first and continues	\$ 7.42	47,500	
non-to-	\$ Per Cubic Yerd	Estimated CY	Total
TDSR Management and Operations	\$ 24.82	100	\$ 2,462.00
ging of disease related debris.	8 Per Cubic Yard	Estimated CY	Total
Reduction of Storm Generated Debris Through Grinding	\$ 0.60	190,000	\$ 114,000,00
A. M	\$ Per Cubic Yard	Estimeted CY	Total
Reduction of Storm Generated Debris Through Air Curtain Incineration t consists of all labor, equipment, first, and extraction	\$ 1.76	96,000	\$ 167,200.00
	Per Cubic Yard	Estimated CY	Total
Reduction of Storm Generated Debris Through Controlled Open Burning it consists of all labor, equipment, set and misostaneous costs of all labor, equipment, set and misostaneous costs.	\$ 0.92	47,500	\$ 43,700,00
t consists of all labor, equipment, shet, and miscellaneous costs necessary to reduce diseaser generated is through controlled Open Burning.	Per Cubic Yard	Estimated CY	Total
Manufacture of the state of the	0.66	47,500	\$ 32,200.en
Hauf-out of Reduced Debris to Final Disposal Site consists of leading and transporting reduced debris at an approved TDSRS to a final disposal facility.	Per Cubic Yard	Estimated CY	(ota)
	4.00	27,850	

Contractor | EU Clant

H-GAC Standard Pricing Worksheet

End User. [Enter Client Name]

Notes: |Erder notes as applicable or Grase) Date: 06/25/2012

Contractor | EU Client

Page 2 or 4

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End User: [Enter Client Name]

SCHEDULE 1 - UNIT RATE PRICE SCHED	ULE (Continued)		
Removed of Ex. It. II	Podnich −pilo (ip). Verges V	en e di spirit gi. Bertinia •	
Removal of Eligible Hezardous Leaning Trees and Hanging Limbs onk consists of removing aligible hazardous leaning or hanging limbs and placing them on the ROW for haul-	S Per Tree	Estimated Yraca	Total
8 inch to 12 inch danneter			
13 inch to 24 inch diameter	\$20.00		\$180
25 Inch to 36 Inch diameter	\$100.00	1	
37 Inch to 48 Inch diameter	\$200,00		81,500
49 Inch and larger dismeter	\$250,00		
	\$450.00		\$260
Hanger Removal (per Tree)	\$62,00		80,
ork consists of removing elicible becoming at the consists of removing elicible becoming elicible becoming elicible becoming elicible becoming elicible becomes elicible elicible becomes elicible elicible becomes elicible el		1,41	\$47,669.
	\$ Per Stump	Estimated Stumps	Total
24 Inch to 38 Inch diameter			
37 inch to 48 inch diemeter	\$200.00		\$800.
49 Inch and larger diameter	\$400.00		\$0,
Abandoned Eligible Vehicle Removal	\$500.00		\$0.
th consists of the resnoval of miligible abandoned validities in areas identified and approved by the applicant subsequently transported to an approved staging area.	\$ Per Unit	Estimated Units	Total
Abandoned Eligible Vessel Removal	\$50,00	50	\$2,500.
th consists of the removed of abandoned vessels in arress identified and approved by the applicant and sequently transported to an approved staging area.	\$ Per Unit	Satimated Units	Total
	\$200.00	50	*****
Eligible Animal Carcase Removal and Disposal to consists of the removal of eights entimal carcasses in areas identified and approved by the applicant and sequently transported to an approved singing area.	8 Per Unit	Estimated Units	\$10,000.
			Total
ROW White Goods Debris Removal (Collect & Haul)	\$5.00	100	\$600.0
The state of the s	\$ Per Cubic Yard	Estimated CY	Total
	\$25.00	-	
Freon Removel (Collect & Haul)		100	\$2,600.0
k consists of all labor, equipment, first, and associated costs necessary for recovery and disposal of Freen	8 Per Cubic Yard	Catimated CY	Total

Contractor | EU Client

H-GAC Standard Pricing Worksheet

Date: 06/25/2012

End User: [Enter Client Name]

121.15



Hotes: Fluid disposed face which be billed to the city at cost

Ascillary Services

Emergency Road Clearance
Right of Way (ROW) Vegetative Debris Removal
ROW Construction and Demolition Debris (C&D) Removal
Temporary Debris Storage and Reduction Sites (TDSRS) Management and Operations
Grinding (Reduction of Storm Generated Debris)
Incineration (Reduction of Storm Generated Debris)
Haul-Out of Reduced Debris to Final Disposal Site
Ramoval of Hazardous Leaning Trees and Hanging Limbs
Removal of Hazardous Stumpa

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: January 24, 2022

SUBJECT: Investment Policy

Agenda Item: 9

Discuss and consider possible action on the Investment Policy.

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 effect 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:

1. a listing of individual securities held at the end of the reporting period.

- 2. average weighted yield to maturity of the portfolio of city investments as compared to applicable benchmarks.
- 3. listing of investments by maturity date and by type of asset
- 4. 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 (1) 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 form 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:

- (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities;
- (2) direct obligations of this state or its agencies and instrumentalities;
- (3) 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;
- (4) a certificate of deposit or share certificate if the certificate satisfied the requirements of §2256.010 of the PFIA;
- a fully collateralized repurchase agreement if the repurchase agreement satisfies the requirements of §2256.011 of the PFIA;
- a bankers' acceptance if the bankers' acceptance satisfies the requirements of §2256.012 of the PFIA;

- a commercial paper if the commercial paper satisfies the requirements of §2256.013 of the PFIA;
- (8) a non-load money market mutual fund if the mutual fund satisfies the requirements of §2256.014 of the PFIA;
- (9) investments made through an eligible investment pool if the City Council by resolution authorized investment in the pool and the particular pool satisfies the requiremtnes §2256.016 of the PFIA;
- (10) invest public funds of the City with:
 - Amegy Investments, Inc.
 - Amegy Bank
 - TexPool
 - Texas Class
 - Robert W. Baird & Co.
 - 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 effected 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 counterparty 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 effected 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.

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: January 24, 2022

SUBJECT: Public Management Proposal

Agenda Item: 10

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

There are no attachments.

MEMORANDUM

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: January 24, 2022

SUBJECT: Greenbay Hike/Bike Trail Project

Agenda Item: 11

Discuss and consider possible action on the Greenbay Hike/Bike Trail Project.

Proposed Community Improvement Project –Greenbay Trail



Greenbay Street connects Piney Point Village East to West, from Memorial Drive at the East end of the City's limits, to Piney Point Road, and then on to Blalock via Quail Hollow. Greenbay receives a high volume of traffic from residents walking their dogs, exercising & biking. The wide City right-of-way along the south side of Greenbay, along with shade from existing trees makes it ideal to connect the length of this street by an engaging walking trail. More than a mere sidewalk, the trail will have attractive, functional spaces to enhance our community. Residents can be given the option to decide what functional elements will be included along Greenbay Trail, as well as opportunities to underwrite the costs of the trail.

Here are just a few options that could be included along the proposed Greenbay Trail....

-- Dog Watering Stations (@ Hedwig Street and @ Tynewood)





--Children's "Little Free Library" and Reading Area @ "Hannah's Place"







-- Community Herb Garden with Raised Planter Boxes







--Self-Guided, Multi-Station Fitness Trail







--Shaded Seating Areas and Donated "Memorial" Trees Throughout







MEMORANDUM

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: January 24, 2022

SUBJECT: Mayor's Monthly Report

Agenda Item: 12

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

TO: The Honorable Mayor and Members of the City Council

FROM: Karen Farris, City Secretary

MEETING DATE: January 24, 2022

SUBJECT: City Administrator's Monthly Report

Agenda Item: 13

Discuss and consider possible action on the City Administrator's Monthly Report, including but not limited to:

- December 2021 Financials
- Quarterly Investment Report ending 12/2021



10 -GENERAL FUND FINANCIAL SUMMARY

as of: December 31, 2021

100 % OF FISCAL YEAR

Revenue & Expense Report (Unaudited)

	CURRENT BUDGET	CURRENT PERIOD	Υ	YEAR TO DATE	% OF BUDGET		BUDGET BALANCE
TOTAL REVENUES	\$ 6,868,910.00	\$ 1,423,743.08	\$	9,078,411.40	132.17	\$	(2,209,501.40)
EXPENDITURE SUMMARY						V.	
PUBLIC SERVICE	\$ 4,056,357.00	\$ 107,781.45	\$	4,056,606.79	100.01	\$	(249.79)
CONTRACT SERVICES	499,000.00	41,459.41		542,374.95	108.69		(43,374.95)
BUILDING	193,500.00	20,554.72		250,883.71	129.66		(57,383.71)
GENERAL GOVERNMENT	963,200.00	61,585.80		993,977.95	103.20		(30,777.95)
MUNICIPAL COURT	30,000.00	1,727.20		47,009.78	156.70		(17,009.78)
PUBLIC WORKS MAINTENANCE	383,500.00	11,205.60		338,275.59	88.21		45,224.41
GOF CAPITAL OUTLAYS	1,920,896.00	39,348.81	8 32	1,977,894.40	102.97	-	(56,998.40)
TOTAL EXPENDITURES	\$ 8,046,453.00	\$ 283,662.99	\$	8,207,023.17	102.00	\$	(160,570.17)
REVENUES OVER/(UNDER) EXPENDITURES	\$ (1,177,543.00)	\$ 1,140,080.09	\$	871,388.23		\$	(2,048,931.23)



Piney Point Village

Revenue & Expense Report (unudited) as of: December 31, 2021

10 -GENERAL FUND FINANCIAL SUMMARY							100	% (OF FISCAL YEAR
		CURRENT BUDGET		CURRENT PERIOD	γ	EAR TO DATE ACTUAL	% OF BUDGET		BUDGET BALANCE
REVENUE SUMMARY			1	(A)			1.11		N 10 10 10 10 10 10 10 10 10 10 10 10 10
	\$	5,787,210.00	\$	1,281,773.91	\$	7,358,683.07	127.15	\$	(1,571,473.07)
PERMITS & INSPECTIONS		357,000.00		38,159.65		523,360.41	146.60		(166,360.41)
COURT		100,000.00		6,903.31		64,310.11	64.31		35,689.89
INVESTMENT INCOME		50,000.00		73.17		1,289.77	2.58		48,710.23
AGENCIES & ALARMS		30,000.00		50.00		3,100.00	10.33		26,900.00
FRANCHISE REVENUE		408,200.00		45,401.26		381,592.10	93.48		26,607.90
DONATIONS & IN LIEU		136,500.00		51,381.78		746,075.94	546.58		(609,575.94)
TOTAL REVENUES	\$	6,868,910.00	\$	1,423,743.08	\$	9,078,411.40	132.17	\$	(2,209,501.40)
EXPENDITURE SUMMARY	457 (E)								
PUBLIC SERVICE									
	\$	5,000.00	\$	2,750.00	\$	3,554.19	71.08	Ś	1,445.81
POLICE	•	2,036,481.00	*	-	•	2,036,481.00	100.00	*	-,
MISCELLANEOUS		921		_		12,167.50	-		(12,167.50)
SANITATION COLLECTION		536,500.00		44,119.95		529,439.40	98.68		7,060.60
LIBRARY		1,500.00		-		-	-		1,500.00
STREET LIGHTING		15,000.00		_		13,088.71	87.26		1,911.29
FIRE		1,461,876.00		60,911.50		1,461,875.99	100.00		0.01
TOTAL PUBLIC SERVICE	\$	4,056,357.00	\$	107,781.45	\$	4,056,606.79	100.01	\$	(249.79)
CONTRACT SERVICES									
CONTRACT SERVICES	\$	499,000.00	\$	41,459.41	\$	542,374.95	108.69	\$	(43,374.95)
TOTAL CONTRACT SERVICES		499,000.00	\$	41,459.41	\$	542,374.95		\$	(43,374.95)
BUILDING									
CONTRACT SERVICES	\$		\$	2,614.67	\$	18,252.95	_	\$	(18,252.95)
BUILDING SERVICES		193,500.00	-	17,940.05		222,906.73		-	(29,406.73)
ADMIN EXPENSE		-		-		390.00	-		(390.00)
OFFICE EXPENSE		5		•		1,972.38	-		(1,972.38)
WAGES & BENEFITS		_		-		-	-		-
INSURANCE		-		-		7,361.65	-		(7,361.65)
TOTAL BUILDING	\$	193,500.00	\$	20,554.72	\$	250,883.71	129.66	\$	(57,383.71)
GENERAL GOVERNMENT									
CONTRACT SERVICES	\$	-	\$	-	\$	20,279.94	-	\$	(20,279.94)
ADMIN EXPENSE		39,200.00		2,249.56		33,361.20	85.11		5,838.80
OFFICE EXPENSE		172,500.00		12,688.63		159,299.29	92.35		13,200.71
WAGES & BENEFITS		628,000.00		42,762.80		723,238.30	115.17		(95,238.30)
INSURANCE		123,500.00		3,884.81		47,018.80	38.07		76,481.20
INTERGOVERNMENTAL		<u> </u>		-		10,780.42			(10,780.42)
TOTAL GENERAL GOVERNMENT	\$	963,200.00	\$	61,585.80	\$	993,977.95	103.20	\$	(30,777.95)

MUNICIPAL COURT					
CONTRACT SERVICES	\$ -	\$ -	\$ -	-	\$ -
ADMIN EXPENSE	-	-	334.83	-	(334.83)
OFFICE EXPENSE	-	-	1,304.74	-	(1,304.74)
WAGES & BENEFITS	-	-	12,113.18	-	(12,113.18)
INSURANCE	-	-	-	-	-
COURT OPERATIONS	 30,000.00	1,727.20	33,257.03	110.86	(3,257.03)
TOTAL MUNICIPAL COURT	\$ 30,000.00	\$ 1,727.20	\$ 47,009.78	156.70	\$ (17,009.78)
PUBLIC WORKS MAINTENANCE					
CONTRACT SERVICES	\$ -	\$ -	\$ -	-	\$ -
ADMIN EXPENSE	-	-	3,008.50	-	(3,008.50)
OFFICE EXPENSE	-	-	239.77	-	(239.77)
WAGES & BENEFITS	-	-	-	-	-
INSURANCE	-	-	21,347.64	-	(21,347.64)
PUBLIC WORKS OPERATIONS	383,500.00	11,205.60	313,679.68	81.79	 69,820.32
TOTAL PUBLIC WORKS MAINTENANCE	\$ 383,500.00	\$ 11,205.60	\$ 338,275.59	88.21	\$ 45,224.41
GOF CAPITAL OUTLAYS					
OTHER EXPENSES	\$ 337,304.00	\$ 17,428.00	\$ 525,903.96	155.91	\$ (188,599.96)
OTHER EXPENSES	1,583,592.00	21,920.81	1,451,990.44	91.69	131,601.56
TOTAL GOF CAPITAL OUTLAYS	\$ 1,920,896.00	\$ 39,348.81	\$ 1,977,894.40	102.97	\$ (56,998.40)
TOTAL EXPENDITURES	\$ 8,046,453.00	\$ 283,662.99	\$ 8,207,023.17	102.00	\$ (160,570.17)

PINEY POINT VILLAGE PROPERTY TAX REVENUES

ACCOUNTING MONTH: Dec-21

WIRE XFER		T	2021 A	ND P	RIOR BUDGET	YE	ARS			2022	BUDGET YEAR	₹				DE	POSIT TOTALS		
DATE			(2020	AND	PRIOR TAX Y	EAF	RS)			(20	21 TAX YEAR)								
DEPOSIT#	ACCT		M/0		I/S		P&I+FEES		M/0		I/S		P&I+FEES		M/O		1/S		TOTAL
12/2/2021	M/O	\$	(257.87)			\$	118.03	\$	329,737.75			\$	1.75	\$	329,599.66				
21-22	1/5			\$	(68.67)	\$	31.42			\$	78,339.90					\$	78,302.65		
		-																\$	407,902.31
12/14/2021	M/O	\$	691.59			\$	186.89	\$	280,834.96			_	-	\$	281,713.44				·
21-23	I/S			\$	175.35	\$	48.28			\$	66,721.51	Г				\$	66,945.14		
																		\$	348,658.58
12/30/2021	M/O	\$	(302.22)					\$	643,384.77					\$	643,082.55				
21-24	I/S	+	(/	\$	(80.48)			Ť		\$	152,856.95					\$	152,776.47		
																		\$	795,859.02
	M/O	╄								_				\$	-				
	1/5	+				_		\vdash		-		\vdash		~		\$			
	- 75															Ť		\$	æ
	14/0	_										_		ć				1	
	M/O I/S	+				_		\vdash		-		\vdash		\$	-	٥			
	1/3										.,					٠		\$	-
TOTALS		\$	131.50	\$	26.20	\$	384.62	\$	1,253,957.48	\$	297,918.36	\$	1.75	\$	1,254,395.65	\$	298,024.26	\$	1,552,419.91
TOTALS W/P&I	+FEES	\$	436.42		105.90				1,253,959.23	\$	297,918.36			<u> </u>		•		•	

PINEY POINT VILLAGE PROPERTY TAX REVENUE SUMMARY FOR BUDGET YEAR 2021

	20	20 BUDGET Y	EAR	R (2019 tax yr)	2	021 BUDGET YE	EAR	(2020 tax yr)	2	022 BUDGET Y	EAR	(2021 tax yr)	TEX POOL	. DE	POSITS	CHECKED
MONTH		M/0		1/S		M/0		I/S		M/O		I/S	M/O		I/S	
Oct-20	\$	8,599.32	\$	2,310.64	\$	8,969.79	\$	2,130.76					\$ 17,569.11	\$	4,441.40	YES
Nov-20	\$	909.37	\$	242.14	\$	300,019.38	\$	71,279.36					\$ 300,928.75	\$	71,521.50	YES
Dec-20	\$	(836.98)	\$	(223.64)	\$	1,383,770.72	\$	328,759.57					\$ 1,382,933.74	\$	328,535.93	YES
Jan-21				_	\$	1,966,245.12	\$	467,219.38					\$ 1,966,245.12	\$	467,219.38	
Feb-21		_			\$	1,580,488.45	\$	375,531.40		·			\$ 1,580,488.45	\$	375,531.40	
Mar-21			I		\$	119,016.52	\$	28,251.67					\$ 119,016.52	\$	28,251.67	
Apr-21					\$	198,794.34	\$	43,442.45					\$ 198,794.34	\$	43,442.45	
May-21					\$	52,964.94	\$	12,298.87					\$ 52,964.94	\$	12,298.87	
Jun-21					\$	99,026.77	\$	22,247.87					\$ 99,026.77	\$	22,247.87	
Jul-21					\$	-	\$	-					\$ -	\$	-	
Aug-21					\$	56,246.27	\$	13,421.45					\$ 56,246.27	\$	13,421.45	
Sep-21					\$	-	\$	-					\$ -	\$	-	
Oct-21					\$	17,575.39	\$	3,438.43	\$	8,554.89	\$	2,032.50	\$ 26,130.28	\$	5,470.93	
Nov-21					\$	1,433.70	\$	354.14	\$	300,746.58	\$	71,452.05	\$ 302,180.28	\$	71,806.19	
Dec-21					\$	436.42	\$	105.90	\$	1,253,957.48	\$	297,918.36	\$ 1,254,393.90	\$	298,024.26	
TOTALS	\$	8,671.71	\$	2,329.14	\$	5,784,987.81	\$	1,368,481.25	\$	1,563,258.95	\$	371,402.91	\$ 7,356,918.47	\$	1,742,213.30	
2020 C	2020 COMBINED TOTAL TAX REVENUE: \$ 7,1				7,153,469.06										-	

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

Jan-21	\$ 3,659,005.01	\$ 869,389.07
2021 BUDGET (M/O I/S)	\$ 5,557,210	\$ 1,333,692
2021 BUDGET COMBINED	\$ 6,890,902	
2021 ACTUAL - BUDGET (M/O I/S)	\$ 227,777.81	\$ 34,789.25
2021 ACTUAL - BUDGET COMBINED	\$ 262,567.06	

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

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

Α.	Current	Taxable	Value	\$	2,725,848,532
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A.	Current Taxable Value	\$	2,725,848,532					
В.	Summary Status of Tax	Lev	y and Current Rec	eivabl	e Balan	ice:		
			Current 2021 Tax Year	_	2020	inquent) & Prior (Years	_	Total
	Original Levy 0.25514 Carryover Balance Adjustments	\$	6,721,599.59	_	2 7	54,063.32 59,611.44 35,191.70		\$ 12,975,662.91 259,611.44 968,322.13
	Adjusted Levy		6,954,730.02		•	48,866.46		14,203,596.48
	Less Collections Y-T-D Receivable Balance	\$	<u>2,897,088.52</u> 4,057,641.50	-		63,871.40 84,995.06		9,960,959.92 \$ 4,242,636.56
				=			_	
C.	COLLECTION RECAP:							
	Current Month:		Current 2021 Tax Year	_	2020	inquent) & Prior < Years	_	Total
	Base Tax Penalty & Interest Attorney Fees Other Fees Total Collections	\$	2,106,224.85 - - 0.46 2,106,225.31	-	\$	863.42 299.63 131.69 - 1,294.74		\$ 2,107,088.27 299.63 131.69 0.46 \$ 2,107,520.05
Ye	ar-To-Date:		Current 2021 Tax Year	-	2020	inquent) & Prior (Years	_	Total
	Base Tax: Penalty & Interest Attorney Fees Other Fees Total Collections	\$	2,897,088.52 - - 2.21 2,897,090.73	-		63,871.40 80,862.70 7,749.84 8,817.40 61,301.34	_	\$ 9,960,959.92 80,862.70 7,749.84 8,819.61 \$ 10,058,392.07
Pe	rcent of Adjusted Levy		41.66%					144.63%

MONTHLY TAX OFFICE REPORT Tax A/R Summary by Year December 31, 2021

YEAR	BEGINNING BALANCE AS OF 12/31/2020		BALANCE ADJUSTMENTS COLLEC		RECEIVABLE BALANCE AS OF 11/30/2		
2020	\$	6,254,063.32	\$ 717,006.21	\$ 6,920,618.44	\$	50,451.09	
19	•	62,289.97	1,866.20	31,676.36	,	32,479.81	
18		32,827.45	8,455.62	23,424.93		17,858.14	
17		18,998.39	7,909.73	17,512.65		9,395.47	
16		17,824.69	· -	8,720.19		9,104.50	
15		17,894.67	-	9,373.10		8,521.57	
14		18,424.08	-	10,675.51		7,748.57	
13		14,151.07	·			7,355.64	
12		11,751.79	-	5,685.75		6,066.04	
11		9,318.42	_	3,045.66		6,272.76	
10		9,145.21	(1.38)	3,045.66		6,098.17	
09		9,141.92	· -	3,045.66		6,096.26	
08		8,767.71	-	2,917.26		5,850.45	
07		8,462.68	-	2,647.94		5,814.74	
06		8,152.59	-	2,543.86		5,608.73	
05		2,687.68	-	2,612.55		75.13	
04		2,510.18	-	2,446.23		63.95	
03		2,490.91	-	2,446.23		44.68	
02		2,476.24	-	2,431.56		44.68	
01		2,251.11	-	2,206.43		44.68	
00		44.68	(44.68)	-		-	
1999		-	-	-			
	<u>\$</u>	6,513,674.76	\$ 735,191.70	\$ 7,063,871.40	\$	184,995.06	

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CITY OF PINEY POINT VILLAGE
YEAR TO DATE BALANCE SHEET (UNAUDITED)

AS OF: DECEMBER 31ST, 2021

10 -GENERAL FUND

ACCT NO# ACCOUNT NAME		BEGINNING BALANCE		M-T-D ACTIVITY		Y-T-D ACTIVITY		CURRENT
ASSETS				0.50 0.54 441				
10-1100 Claim on Cash		2,901,876.88	(359,051.11)	(112,280.91) 965,400.76		2,789,595.97
10-1101 Cash- GF Texpool		1,926,058.06		2,508,819.34		0.00		2,891,458.82
10-1105 Cash with Amegy 10-1108 Cash with Agent		517,073.82		0.00		0.00		517,073.82
10-1100 Cash With Agent		1,266,696.11		45.13	(499,151.19)		767,544.92
10-1200 Cash Texas Class 10-1200 Accounts Receivable		0.00		0.00	'	0.00		0.00
10-1200 Accounts Receivable		21,374.37		0.00		0.00		21,374.37
10-1202 FEMA Reimbursement Receivable		0.00		0.00		0.00		0.00
10-1203 Property Tax receivable-PY		211,633.93		0.00		0.00		211,633.93
10-1204 Property Tax Receivable-CY		3,432,434.53		0.00		0.00		3,432,434.53
10-1205 Other Receivables		21,484.69		0.00		0.00		21,484.69
10-1209 A/R Willet		2,813.36		0.00		0.00		2,813.36
10-1301 Accrued Interest		0.00		0.00		0.00		0.00
10-1400 Prepaid Expenses		0.00		0.00		0.00		0.00
10-1507 Due from Debt Service Fund		0.00		0.00		0.00		0.00
10-1508 Due from Capital Projects Fund		0.00		0.00		0.00		0.00
10-1509 Due from Non-Major Fund		0.00		0.00		0.00		0.00
10-1510 Due from Metro Fund		0.00		0.00		0.00		0.00
10-1550 Due from Other Governments		0.00		0.00		0.00		0.00
10-1802 Street and Drainage System	_	0.00	_	0.00	_	0.00	_	0.00
momay 2000mg		10 201 445 75		2 140 012 26		353 060 66		10 655 414 41
TOTAL ASSETS		10,301,445.75	=	2,149,813.36	_	353,968.66		10,655,414.41
LIABILITIES								
10-2001 Accounts Payable		107,127.09	(237,929.26)		41,530.90		148,657.99
10-2002 Other Accrued Liabilities		1,953.89		0.00		0.00		1,953.89
10-2005 Misc Payables		0.00		0.00		0.00		0.00
10-2051 Payroll Tax Payable		0.00		0.00		0.00		0.00
10-2052 Employee Insurance Payable	(5,382.42)			(1,777.91)		7,160.33)
10-2062 TMRS Payable		159.04		0.03	(7,290.66)	(7,131.62)
10-2101 Property Tax Overpayments	0.40	0.00		0.00		0.00		0.00
10-2102 MC-Child Safety Fees Due	(28.50)		0.00		0.00 0.00	(28.50) 0.00
10-2103 MC-Bonds Due		0.00 0.36		0.00		0.00		0.00
10-2104 Due To - MC Technology		0.00		0.00		0.00		0.00
10-2105 Due To-MC Security 10-2106 Due To-State Comptroller		7,206.89	(6,538.40)	1	6,577.18)		629.71
10-2106 Due To OMNI Base		3,983.73	40	37.35	4	873.85		4,857.58
10-2107 Due 10 OMN1 Base 10-2108 RESTITUTION	(270.00)		0.00			(270.00)
10-2100 RESTITUTION 10-2109 Due from other fund	ì	348,914.48)		0.00		- 5:	ì	348,914.48)
10-2110 Bond Payable - FAST	,	6,709.05		0.00		486.00		7,195.05
10-2111 Other Accrued Liabilities		0.00		0.00		0.00		0.00
10-2130 Deferred Revenue-Property Tax		211,633.93		0.00	(2,094,929.58)	(1,883,295.65)
10-2131 Other Deferred Revenue		20,450.83		0.00		0.00		20,450.83
10-2302 Due to State-CJ Fee		331.23		0.11		4.31		335.54
10-2303 Due To-Debt Service Fund		0.00		0.00		0.00		0.00
10-2402 Permit Deposits		0.00		0.00		0.00		0.00
10-2403 Drainage Deposit Payable		0.00		0.00		0.00		0.00
10-2404 Gas Meter Deposit		149,485.00		0.00	(13,000,00)		136,485.00

CITY OF PINEY POINT VILLAGE YEAR TO DATE BALANCE SHEET (UNAUDITED)

AS OF: DECEMBER 31ST, 2021

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10 -GENERAL FUND

ACCT NO# ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
10-2405 P&Z Deposit	0.00	0.00	0.00	0.00
10-2500 Accrued Wages	21,771.31	0.00	0.00	21,771.31
10-2501 Gordon Estate Bond	0.00	0.00	0.00	0.00
10-2601 Construction Retainage Payable	154,182.27	0.00	0.00	154,182.27
10-2701 Deferred Taxes	0.00	0.00	0.00	0.00
10-2702 Deferred Revenue-Alarm Fees	0.00	0.00	0.00	0.00
10-2703 Deferred Franchise Taxes	0.00	0.00	0.00	0.00
10-2704 Unearned Revenue-CY Prop Taxes	5,641,983.23	1,253,959.23	1,563,260.70	7,205,243.93
10-2801 General LT Debt-N/P	0.00	0.00	0.00	0.00
10-2802 GO Bonds Payable	0.00	0.00	0.00	0.00
TOTAL LIABILITIES	5,972,382.45	1,009,733.27	(517,419.57)	5,454,962.88
FUND EQUITY				
10-3000 Fund Balance	726,631.20	0.00	0.00	726,631.20
10-3003 Fund Balance	3,602,432.10	0.00	0.00	3,602,432.10
10-3900 Earnings	0.00	0.00	0.00	0.00
TOTAL BEGINNING EQUITY	4,329,063.30	0.00	0.00	4,329,063.30
TOTAL REVENUES	0.00	1,423,743.08	9,078,411.40	9,078,411.40
TOTAL EXPENSES	0.00	283,662.99	8,207,023.17	8,207,023.17
INCREASE/(DECREASE) IN FUND E	BAL. 0.00	1,140,080.09	871,388.23	871,388.23
TOTAL LIABILITIES, EQUITY & FUND	D BAL. 10,301,445.75	2,149,813.36	353,968.66	10,655,414.41

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

CITY OF PINEY POINT VILLAGE PAGE: 1

10 -GENERAL FUND FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
TAXES PERMITS & INSPECTIONS COURT INVESTMENT INCOME AGENCIES & ALARMS FRANCHISE REVENUE DONATIONS & IN LIEU	5,787,210.00 357,000.00 100,000.00 50,000.00 30,000.00 408,200.00 136,500.00	1,281,773.91 38,159.65 6,903.31 73.17 50.00 45,401.26 51,381.78	7,358,683.07 523,360.41 64,310.11 1,289.77 3,100.00 381,592.10 746,075.94	127.15 (146.60 (64.31 2.58 10.33 93.48 546.58 (1,571,473.07) 166,360.41) 35,689.89 48,710.23 26,900.00 26,607.90 609,575.94)
TOTAL REVENUES	6,868,910.00	1,423,743.08	9,078,411.40	132.17 (2,209,501.40)
EXPENDITURE SUMMARY					
PUBLIC SERVICE COMMUNITY POLICE MISCELLANEOUS SANITATION COLLECTION LIBRARY STREET LIGHTING FIRE TOTAL PUBLIC SERVICE	5,000.00 2,036,481.00 0.00 536,500.00 1,500.00 15,000.00 1,461,876.00 4,056,357.00	2,750.00 0.00 0.00 44,119.95 0.00 0.00 60,911.50 107,781.45	3,554.19 2,036,481.00 12,167.50 529,439.40 0.00 13,088.71 1,461,875.99 4,056,606.79	71.08 100.00 0.00 (98.68 0.00 87.26 100.00 100.01 (1,445.81 0.00 12,167.50) 7,060.60 1,500.00 1,911.29 0.01 249.79)
CONTRACT SERVICES CONTRACT SERVICES TOTAL CONTRACT SERVICES	499,000.00 499,000.00	41,459.41	542,374.95 542,374.95	108.69 (108.69 (43,374.95) 43,374.95)
BUILDING CONTRACT SERVICES BUILDING SERVICES ADMIN EXPENSE OFFICE EXPENSE WAGES & BENEFITS INSURANCE TOTAL BUILDING	0.00 193,500.00 0.00 0.00 0.00 0.00 193,500.00	2,614.67 17,940.05 0.00 0.00 0.00 0.00 20,554.72	18,252.95 222,906.73 390.00 1,972.38 0.00 7,361.65 250,883.71	0.00 (115.20 (0.00 (0.00 (0.00 0.00 (129.66 (18,252.95) 29,406.73) 390.00) 1,972.38) 0.00 7,361.65) 57,383.71)
GENERAL GOVERNMENT CONTRACT SERVICES ADMIN EXPENSE OFFICE EXPENSE WAGES & BENEFITS INSURANCE INTERGOVERNMENTAL TOTAL GENERAL GOVERNMENT	0.00 39,200.00 172,500.00 628,000.00 123,500.00 0.00 963,200.00	0.00 2,249.56 12,688.63 42,762.80 3,884.81 0.00 61,585.80	20,279.94 33,361.20 159,299.29 723,238.30 47,018.80 10,780.42 993,977.95	0.00 (85.11 92.35 115.17 (38.07 0.00 (103.20 (20,279.94) 5,838.80 13,200.71 95,238.30) 76,481.20 10,780.42) 30,777.95)

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

10 -GENERAL FUND FINANCIAL SUMMARY

100.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
MUNICIPAL COURT					
CONTRACT SERVICES	0.00	0.00	0.00	0.00	0.00
ADMIN EXPENSE	0.00	0.00	334.83	0.00 (334.83)
OFFICE EXPENSE	0.00	0.00	1,304.74	0.00 (1,304.74)
WAGES & BENEFITS	0.00	0.00	0.00	0.00	0.00
INSURANCE	0.00	0.00	12,113.18	0.00 (12,113.18)
COURT OPERATIONS	30,000.00	1,727.20	33,257.03	110.86 (3,257.03)
TOTAL MUNICIPAL COURT	30,000.00	1,727.20	47,009.78	156.70 (17,009.78)
PUBLIC WORKS MAINTENANCE					
CONTRACT SERVICES	0.00	0.00	0.00	0.00	0.00
ADMIN EXPENSE	0.00	0.00	3,008.50	0.00 (3,008.50)
OFFICE EXPENSE	0.00	0.00	239.77	0.00 (239.77)
WAGES & BENEFITS	0.00	0.00	0.00	0.00	0.00
INSURANCE	0.00	0.00	21,347.64	0.00 (•
PUBLIC WORKS OPERATIONS	383,500.00	11,205.60	313,679.68	81.79	69,820.32
TOTAL PUBLIC WORKS MAINTENANCE	383,500.00	11,205.60	338,275.59	88.21	45,224.41
GOF CAPITAL OUTLAYS					
OTHER EXPENSES	337,304.00	17,428.00	525,903.96	155.91 (188,599.96)
OTHER EXPENSES	1,583,592.00	21,920.81	1,451,990.44	91.69	131,601.56
TOTAL GOF CAPITAL OUTLAYS	1,920,896.00	39,348.81	1,977,894.40	102.97 (_	56,998.40)
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(1,177,543.00)	1,140,080.09	871,388.23	(2,048,931.23)

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

M CITY OF PINEY POINT VILLAGE

10 -GENERAL FUND

100.00% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
MANTO	-				
TAXES 10-4101 Property Tax Revenue (M&O)	5,557,210.00	1,254,832.07	7,039,383.79	126.67 (1,482,173.79)
10-4150 State Comptroller (Sales Tax)	230,000.00	26,941.84	319,299.28	138.83 (
TOTAL TAXES	5,787,210.00	1,281,773.91	7,358,683.07	127.15 (1,571,473.07)
PERMITS & INSPECTIONS					
10-4203 Plat Reviews	3,500.00	1,750.00	6,900.00	197.14 (3,400.00)
10-4204 Code Enforcement Citations	500.00	0.00	0.00	0.00	500.00
10-4205 Contractor Registration	12,000.00	1,290.00	12,000.00	100.00 103.50 (0.00
10-4206 Drainage Reviews	40,000.00 300,000.00	7,350.00 27,269.65	41,400.00 460,810.41	153.60 (1,400.00) 160,810.41)
10-4207 Permits/Insp Fees - Other 10-4208 Board of Adjustment Fees	1,000.00	500.00	2,250.00	225.00 (1,250.00)
TOTAL PERMITS & INSPECTIONS	357,000.00	38,159.65	523,360.41	146.60 (166,360.41)
COURT					
10-4300 Court Fines	100,000.00	6,530.01	60,943.88	60.94	39,056.12
10-4301 Building Security Fund	0.00	130.66	1,178.19	0.00 (1,178.19)
10-4302 Truancy Prevention	0.00	133.32	1,202.23	0.00 (1,202.23)
10-4303 Local Municipal Tech Fund	0.00	106.67	961.78	0.00 (961.78)
10-4304 Local Municipal Jury Fund	0.00	2.65	24.03	0.00 (_	24.03)
TOTAL COURT	100,000.00	6,903.31	64,310.11	64.31	35,689.89
INVESTMENT INCOME 10-4400 Interest Income	50,000.00	73.17	1,289.77	2.58	48,710.23
TOTAL INVESTMENT INCOME	50,000.00	73.17	1,289.77	2.58	48,710.23
AGENCIES & ALARMS					
10-4501 Agencies	0.00	0.00	0.00	0.00	0.00
10-4507 Sec-False Alarm	0.00	0.00	0.00	0.00	0.00
10-4508 SEC-Registration	30,000.00	50.00	3,100.00	10.33	26,900.00
10-4520 FEMA - State Reimbursement	0.00	0.00	0.00	0.00	0.00
TOTAL AGENCIES & ALARMS	30,000.00	50.00	3,100.00	10.33	26,900.00
FRANCHISE REVENUE					. 0.60 05
10-4602 Cable	75,000.00	0.00	79,860.05	106.48 (4,860.05)
10-4605 Power/Electric	272,000.00	45,401.26 0.00	293,584.71	107.94 (0.00	21,584.71) 26,000.00
10-4606 Franchise Fees-Gas	26,000.00 35,000.00	0.00	6,801.99	19.43	28,198.01
10-4607 Franchise Fees/Telephone 10-4608 Franchise Fees/Wireless Comm	200.00	0.00	1,345.35	672.68 (1,145.35)
TOTAL FRANCHISE REVENUE	408,200.00	45,401.26	381,592.10	93.48	26,607.90
DONATIONS & IN LIEU					
10-4702 Kinkaid School Contribution	0.00	49,000.00	49,000.00	0.00 (49,000.00)
10-4703 Metro Congested Mitigation	136,000.00	0.00	136,000.00	100.00	0.00
10-4704 Intergovernmental Revenues	0.00	0.00	542,060.16	0.00 (542,060.16)
10-4705 Ambulance	0.00	0.00	0.00	0.00	0.00
10-4706 Donation to Historical Preserv	0.00	0.00	0.00	0.00	0.00
10-4800 Misc Income (Cheska St. 2019)	500.00	2,381.78	19,015.78	3,803.16 (18,515.78)

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

10 -GENERAL FUND

100.00% OF FISCAL YEAR

REVENUES	CURRENT	CURRENT	YEAR TO DATE	% OF	BUDGET
	BUDGET	PERIOD	ACTUAL	BUDGET	BALANCE
10-4850 Transfer In	0.00	0.00	0.00	0.00	0.00
10-4900 Prior Period Adjustments	0.00	0.00	0.00	0.00	0.00
10-4907 Unearned Revenue	0.00	0.00	0.00	0.00	0.00
TOTAL DONATIONS & IN LIEU	136,500.00	51,381.78	746,075.94	546.58 (609,575.94)
TOTAL REVENUES	6,868,910.00	1,423,743.08	9,078,411.40	132.17 (2,209,501.40)

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

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10 -GENERAL FUND 100.00% OF FISCAL YEAR

DEPARTMENTAL EX	KPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
PUBLIC SERVICE						
COMMUNITY 10-510-5001 TOTAL COMMUN	Community Celebrations NITY	5,000.00 5,000.00	2,750.00	3,554.19 3,554.19	<u>71.08</u> 71.08	1,445.81 1,445.81
POLICE 10-510-5010 10-510-5011 10-510-5012 TOTAL POLICE	MEMORIAL VILLAGE POLICE DEPT MVPD - AUTO REPLACEMENT MVPD CAPITAL EXPENDITURE	1,979,981.00 51,000.00 5,500.00 2,036,481.00	0.00 0.00 0.00 0.00	1,985,481.00 51,000.00 0.00 2,036,481.00	100.28 (100.00 0.00 100.00	5,500.00) 0.00 5,500.00 0.00
MISCELLANEOUS 10-510-5020 TOTAL MISCEI	Miscellaneous LLANEOUS	0.00	0.00	12,167.50 12,167.50	0.00 (12,167.50) 12,167.50)
SANITATION COLI 10-510-5030 10-510-5031 TOTAL SANITA	LECTION SANITATION COLLECTION SANITATION FUEL CHARGE ATION COLLECTION	525,000.00 11,500.00 536,500.00	43,254.85 865.10 44,119.95	519,058.20 10,381.20 529,439.40	98.87 90.27 98.68	5,941.80 1,118.80 7,060.60
LIBRARY 10-510-5040 TOTAL LIBRAR	Spring Branch Library	1,500.00 1,500.00	0.00	0.00	0.00	1,500.00
STREET LIGHTING 10-510-5050 TOTAL STREET	Street Lighting	<u> 15,000.00</u> 15,000.00	0.00	13,088.71 13,088.71	87.26 87.26	1,911.29 1,911.29
FIRE 10-510-5060 10-510-5070 TOTAL FIRE	Villages Fire Department Contribution to Fire Dept	1,461,876.00 0.00 1,461,876.00	60,911.50 0.00 60,911.50	1,461,875.99 0.00 1,461,875.99	100.00 0.00 100.00	0.01 0.00 0.01
TOTAL PUBLIC S	SERVICE	4,056,357.00	107,781.45	4,056,606.79	100.01 (249.79)
CONTRACT SERVIC						
CONTRACT SERVICE 10-520-5103 10-520-5104 10-520-5105 10-520-5107 10-520-5108	Accounting/Audit Engineering Legal Tax Appraisal-HCAD Animal Control IT Hardware/Software & Support	30,000.00 200,000.00 90,000.00 60,000.00 1,000.00 50,000.00	0.00 15,964.41 9,114.00 12,699.00 0.00 642.00	28,634.08 226,073.37 151,266.50 57,058.00 2,875.93 15,667.07	95.45 113.04 (168.07 (95.10 287.59 (31.33	1,365.92 26,073.37) 61,266.50) 2,942.00 1,875.93) 34,332.93

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CITY OF PINEY POINT VILLAGE
REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: DECEMBER 31ST, 2021

10 -GENERAL FUND

DEPARTMENTAL E	PARTMENTAL EXPENDITURES		CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE	
10-520-5109	Urban Forester	46,000.00	3,040.00	41,760.00	90.78	4,240.00	
10-520-5110	Mosquito Control	22,000.00	0.00	19,040.00	86.55	2,960.00	
	ACT SERVICES	499,000.00	41,459.41	542,374.95	108.69 (43,374.95)	
TOTAL CONTRAC	T SERVICES	499,000.00	41,459.41	542,374.95	108.69 (43,374.95)	
BUILDING							
*======							
CONTRACT SERVI							
10-530-5108	Information Technology	0.00	2,614.67	18,252.95	0.00 (18,252.95)	
TOTAL CONTR	ACT SERVICES	0.00	2,614.67	18,252.95	0.00 (18,252.95)	
BUILDING SERVI							
10-530-5152	Drainage Reviews	75,000.00	6,110.05	100,656.73	134.21 (25,656.73)	
10-530-5153	Electrical Inspections	14,000.00	1,485.00	15,300.00	109.29 (1,300.00)	
10-530-5154	Plat Reviews	500.00	0.00	0.00	0.00	500.00	
10-530-5155	Plan Reviews	50,000.00	4,000.00	48,000.00	96.00	2,000.00	
10-530-5156	Plumbing Inspections	19,000.00	1,800.00	20,430.00	107.53 (103.66 (1,430.00)	
10-530-5157	Structural Inspections	28,000.00	3,600.00	29,025.00		1,025.00)	
10-530-5160	Mechanical Inspections	7,000.00	945.00	9,495.00	135.64 (115.20 (2,495.00) 29,406.73)	
TOTAL BUILD	ING SERVICES	193,500.00	17,940.05	222,906.73	115.20 (29,406.73)	
ADMIN EXPENSE		0.00	0.00	0.00	0.00	0.00	
10-530-5204	Dues & Subscriptions	0.00	0.00	0.00	0.00	0.00	
10-530-5206	Legal Notices	0.00	0.00	390.00	0.00 (390.00)	
10-530-5207	Misc Supplies		0.00	0.00	0.00 (0.00	
10-530-5209	Office Equipment & Maintenance	0.00	0.00	390.00	0.00	390.00)	
TOTAL ADMIN	EXPENSE	0.00	0.00	390.00	0.00 (390.00)	
OFFICE EXPENSE		0.00	0.00	0.00	0.00	0.00	
10-530-5210	Postage	0.00	0.00	172.16	0.00 (172.16)	
10-530-5211	Meeting Supplies	0.00	0.00	900.25	0.00 (900.25)	
10-530-5213	Office Supplies	0.00	0.00	399.97	0.00 (399.97)	
10-530-5214	Telecommunications	0.00	0.00	500.00	0.00 (500.00)	
10-530-5215 TOTAL OFFIC	Travel & Training E EXPENSE	0.00	0.00	1,972.38	0.00 (1,972.38)	
WAGES & BENEFI	πc						
10-530-5301	Gross Wages	0.00	0.00	0.00	0.00	0.00	
10-530-5311	Payroll Processing	0.00	0.00	0.00	0.00	0.00	
10-530-5311	Fringe Benefits	0.00	0.00	0.00	0.00	0.00	
TOTAL WAGES		0.00	0.00	0.00	0.00	0.00	
INSURANCE							
10-530-5353	Employee Insurance	0.00	0.00	7,361.65	0.00 (7,361.65)	
TOTAL INSUR		0.00	0.00	7,361.65	0.00 (7,361.65)	
TOTAL BUILDIN	G	193,500.00	20,554.72	250,883.71	129.66 (57,383.71)	

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

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10 -GENERAL FUND 100.00% OF FISCAL YEAR

DEPARTMENTAL EX	XPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
GENERAL GOVERNI						
CONTRACT SERVI	CES					
10-540-5108	Information Technology	0.00	0.00	20,279.94	0.00 (_	20,279.94)
TOTAL CONTR	ACT SERVICES	0.00	0.00	20,279.94	0.00 (20,279.94)
ADMIN EXPENSE						
10-540-5201	Administrative	0.00	0.00	0.00	0.00	0.00
10-540-5202	Auto Allowance/Mileage	10,000.00	325.00	4,140.68	41.41	5,859.32
10-540-5203	Bank Fees	2,200.00	301.26	3,447.91	156.72 (1,247.91)
10-540-5204	Dues/Seminars/Subscriptions	4,000.00	533.00	2,558.00	63.95	1,442.00
10-540-5205	Elections	5,000.00	0.00	0.00	0.00	5,000.00
10-540-5206	Legal Notices	0.00	0.00	137.40	0.00 (137.40)
10-540-5207	Miscellaneous	3,000.00	1,090.30	5,871.09	195.70 (2,871.09)
10-540-5208	Citizen Communication	5,000.00	0.00	7,350.80	147.02 (2,350.80)
10-540-5209	Office Equipment & Maintenance	10,000.00	0.00	9,855.32	98.55	144.68
TOTAL ADMIN	EXPENSE	39,200.00	2,249.56	33,361.20	85.11	5,838.80
OFFICE EXPENSE						
10-540-5210	Postage	2,000.00	0.00	1,000.00	50.00	1,000.00
10-540-5211	Meeting Supplies	10,000.00	245.52	6,579.77	65.80	3,420.23
10-540-5212	Rent/Leasehold/Furniture	125,000.00	10,400.80	127,612.25	102.09 (2,612.25)
10-540-5213	Supplies/Storage	15,000.00	874.79	7,357.70	49.05	7,642.30
10-540-5214	Telecommunications	17,000.00	531.92	13,350.58	78.53	3,649.42
10-540-5215	Travel & Training	0.00	75.00	1,925.09	0.00 (1,925.09)
10-540-5216	Statutory Legal Notices	3,500.00	560.60	1,473.90	42.11	2,026.10
TOTAL OFFICE	E EXPENSE	172,500.00	12,688.63	159,299.29	92.35	13,200.71
WAGES & BENEFI	TS					
10-540-5301	Gross Wages	525,000.00	35,337.09	493,152.91	93.93	31,847.09
10-540-5302	Overtime/Severance	20,000.00	1,652.70	42,415.36	212.08 (22,415.36)
10-540-5303	Temporary Personnel	5,000.00	0.00	106,295.70		101,295.70)
10-540-5304	Salary Adjustment(Bonus)	0.00	0.00	0.00	0.00	0.00
10-540-5306	FICA/Med/FUTA Payroll Tax Exp	35,000.00	2,804.80	28,867.03	82.48	6,132.97
10-540-5310	TMRS (City Responsibility)	40,000.00	2,630.70	49,491.06	123.73 (9,491.06)
10-540-5311	Payroll Process Exp-Paychex	3,000.00	337.51	3,016.24	100.54 (16.24)
10-540-5312	TWC-Unemployment	0.00	0.00	0.00	0.00	0.00
10-540-5313	Fringe Benefits	0.00	0.00	0.00	0.00	0.00
TOTAL WAGES	& BENEFITS	628,000.00	42,762.80	723,238.30	115.17 (95,238.30)
INSURANCE						
10-540-5353	Employee Insurance	110,000.00	3,382.86	32,997.95	30.00	77,002.05
10-540-5354	General Liability	11,000.00	501.95	5,692.23	51.75	5,307.77
10-540-5355	Bonds for City Staff	0.00	0.00	0.00	0.00	0.00
10-540-5356	Workman's Compensation	2,500.00	0.00	8,328.62	333.14 (5,828.62)
10-540-5357	Drainage Study	0.00	0.00	0.00	0.00	0.00
TOTAL INSUR	ANCE	123,500.00	3,884.81	47,018.80	38.07	76,481.20

CITY OF PINEY POINT VILLAGE
REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: DECEMBER 31ST, 2021

10	-GE	NEF	λT.	FUND	ŀ

100.00% OF FISCAL YEAR

DEPARTMENTAL E	KPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
INTERGOVERNMENT	PAL					
10-540-5710	Intergovernmental Expenditure	0.00	0.00	10,780.42	0.00 (10,780.42)
10-540-5711	American Rescue Plan Exp	0.00	0.00	0.00	0.00	0.00
TOTAL INTER	GOVERNMENTAL	0.00	0.00	10,780.42	0.00 (10,780.42)
TOTAL GENERAL	GOVERNMENT	963,200.00	61,585.80	993,977.95	103.20 (30,777.95)
MUNICIPAL COURS						
CONTRACT SERVI	CES					
10-550-5108	Information Technology	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRA	ACT SERVICES	0.00	0.00	0.00	0.00	0.00
ADMIN EXPENSE 10-550-5204	Dues & Subscriptions	0.00	0.00	235.00	0.00 (235.00)
10-550-5207	Misc Supplies	0.00	0.00	99.83	0.00 (99.83)
10-550-5209	Office Equipment & Maintenance	0.00	0.00	0.00	0.00	0.00
TOTAL ADMIN	EXPENSE	0.00	0.00	334.83	0.00 (334.83)
OFFICE EXPENSE	Dankawa	0.00	0.00	0.00	0.00	0.00
10-550-5210 10-550-5211	Postage Meeting Supplies	0.00	0.00	564.01	0.00 (564.01)
10-550-5211	Office Supplies	0.00	0.00	158.98	0.00 (158.98)
10-550-5214	Telecommunications	0.00	0.00	0.00	0.00	0.00
10-550-5215	Travel & Training	0.00	0.00	581.75	0.00 (581.75)
TOTAL OFFICE	E EXPENSE	0.00	0.00	1,304.74	0.00 (1,304.74)
WAGES & BENEFI		0.00	0.00	0.00	0.00	0.00
10-550-5301 10-550-5311	Gross Wages Payroll Processing	0.00	0.00	0.00	0.00	0.00
10-550-5311	Fringe Benefits	0.00	0.00	0.00	0.00	0.00
TOTAL WAGES		0.00	0.00	0.00	0.00	0.00
INSURANCE						10 110 10
10-550-5353 TOTAL INSUR	Employee Insurance ANCE	0.00	0.00	12,113.18 12,113.18	0.00 (12,113.18)
COURT OPERATION	NS					
10-550-5402	MC Facilities	0.00	0.00	0.00	0.00	0.00
10-550-5403	Credit Card Charges	7,000.00	1,440.35	13,626.14	194.66 (6,626.14)
10-550-5404	Judge/Prosecutor/Interpretor	22,000.00	0.00	18,500.00	84.09	3,500.00
10-550-5405	Jury Pay	0.00	0.00	0.00	0.00	0.00
10-550-5406	State Comptroller/OMNI/Linebar	0.00	61.00 0.00	121.95 0.00	0.00 (0.00	121.95) 0.00
10-550-5407 10-550-5408	SETCIC Supplies/Miscellaneous	0.00	0.00	25.98	0.00 (25.98)
10-550-5408	Collection Agency	0.00	0.00	0.00	0.00	0.00
10-550-5410	OmniBase Services of Texas	1,000.00	225.85	982.96	98.30	17.04
20 000 0120						

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

10 -GENERAL FUND

DEPARTMENTAL EXPENDITURES		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
10-550-5412		0.00	0.00	0.00	0.00	0.00
10-550-5417 Time Payment Reimburse	ement Fee _	0.00	0.00	0.00	0.00	0.00
TOTAL COURT OPERATIONS	_	30,000.00	1,727.20	33,257.03	110.86 (3,257.03)
TOTAL MUNICIPAL COURT		30,000.00	1,727.20	47,009.78	156.70 (17,009.78)
PUBLIC WORKS MAINTENANCE						
CONTRACT SERVICES		0.00	0.00	0.00	0.00	0.00
10-560-5108 Information Technology TOTAL CONTRACT SERVICES	Y _	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRACT SERVICES		0.00	0.00	0.00	0.00	0.00
ADMIN EXPENSE 10-560-5207 Misc Supplies		0.00	0.00	3,008.50	0.00 (3,008.50)
10-560-5209 Office Equipment & Ma:	intenance _	0.00	0.00	0.00	0.00	0.00
TOTAL ADMIN EXPENSE		0.00	0.00	3,008.50	0.00 (3,008.50)
OFFICE EXPENSE 10-560-5213 Office Supplies		0.00	0.00	139.77	0.00 (139.77)
10-560-5214 Telecommunications		0.00	0.00	0.00	0.00	0.00
10-560-5215 Travel & Training	_	0.00	0.00	100.00	0.00 (100.00)
TOTAL OFFICE EXPENSE		0.00	0.00	239.77	0.00 (239.77)
WAGES & BENEFITS 10-560-5301 Gross Wages		0.00	0.00	0.00	0.00	0.00
10-560-5311 Payroll Processing		0.00	0.00	0.00	0.00	0.00
10-560-5313 Fringe Benefits	_	0.00	0.00	0.00	0.00	0.00
TOTAL WAGES & BENEFITS		0.00	0.00	0.00	0.00	0.00
INSURANCE 10-560-5353 Employee Insurance		0.00	0.00	21,347.64	0.00 (21,347.64)
10-560-5353 Employee Insurance TOTAL INSURANCE	-	0.00	0.00	21,347.64	0.00 (21,347.64)
PUBLIC WORKS OPERATIONS						
10-560-5500 Public Works Maintenar		0.00	0.00	0.00	0.00	0.00
10-560-5501 TCEQ & Harris CO Perm:		2,000.00 40,000.00	0.00 10,164.25	1,656.25 38,891.72	82.81 97.23	343.75 1,108.28
10-560-5504 Landscaping Maintenand 10-560-5505 Gator Fuel & Maintenand		2,000.00	688.59	1,103.93	55.20	896.07
10-560-5506 Right of Way Mowing		90,000.00	0.00	75,580.23	83.98	14,419.77
10-560-5507 Road & Sign Repair		30,000.00	0.00	64,384.92	214.62 (34,384.92)
10-560-5508 ROW Water/Planting		2,000.00	107.30	1,215.88	60.79	784.12
10-560-5509 Tree Care/Removal		15,000.00	0.00	20,505.00	136.70 (0.00	5,505.00) 50,000.00
10-560-5510 Road/Drainage Maintena 10-560-5515 Landscape Improvements		50,000.00 100,000.00	0.00	108,453.18	108.45 (8,453.18)
10-560-5516 Ford F150 Maintenance		2,500.00	245.46	1,888.57	75.54	611.43
10-560-5517 Sidewalk Improvements	_	50,000.00	0.00	0.00	0.00	50,000.00
TOTAL PUBLIC WORKS OPERATIONS		383,500.00	11,205.60	313,679.68	81.79	69,820.32
TOTAL PUBLIC WORKS MAINTENANCE	_	383,500.00	11,205.60	338,275.59	88.21	45,224.41

REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: DECEMBER 31ST, 2021

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10 -GENERAL FUND

DEPARTMENTAL EXPENDITURES		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
GOF CAPITAL OUT						
OTHER EXPENSES			0.00	0.00	0.00	2.00
10-570-5601	Capital Improvements	0.00 0.00	0.00 0.00	0.00 13,803.00	0.00 0.00 (0.00 13,803.00)
10-570-5602 10-570-5606	Drainage Ditch Maintenance Road/Drainage Projects	0.00	17,428.00	181,932.64	0.00 (181,932.64)
10-570-5607	2014 Paving Project	0.00	0.00	0.00	0.00 (0.00
10-570-5607	MDE Drainage	0.00	0.00	0.00	0.00	0.00
10-570-5609	Windermere Drainage	0.00	0.00	0.00	0.00	0.00
10-570-5610	Fire Station Remodel	0.00	0.00	0.00	0.00	0.00
10-570-5616	S. Piney Pt/Blalock Rd	0.00	0.00	0.00	0.00	0.00
10-570-5640	Surrey Oaks	0.00	0.00	100,237.47	0.00 (100,237.47)
10-570-5660	Smithdale Estates Bypass	0.00	0.00	0.00	0.00	0.00
10-570-5665	Woods Edge Erosion Project	0.00	0.00	0.00	0.00	0.00
10-570-5700	2015 Maintenance Project	0.00	0.00	0.00	0.00	0.00
10-570-5701	2019 Maintenance Projects	0.00	0.00	6,509.30	0.00 (
10-570-5702	2020 Paving Improvements	337,304.00	0.00	223,421.55	66.24	113,882.45
10-570-5705	Tynewood Ditch Washout Project	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER	EXPENSES	337,304.00	17,428.00	525,903.96	155.91 (188,599.96)
OTHER EXPENSES			0.00	0.00	0.00	0.00
10-570-5800	Lanecrest Improvements Project	0.00	0.00	0.00	0.00	0.00
10-570-5805	Beinhorn Paving Project	0.00	0.00	104,731.64	0.00	
10-570-5806	Drainage and Sidewalks	1,583,592.00	21,920.81	1,347,258.80	85.08	236,333.20
10-570-5808	Wilding Lane	1,583,592.00	21,920.81	1,451,990.44	91.69	131,601.56
TOTAL OTHER	EXPENSES					151,001.50
TOTAL GOF CAP	ITAL OUTLAYS	1,920,896.00	39,348.81	1,977,894.40	102.97 (56,998.40)
TOTAL EXPENDIT	JRES	8,046,453.00	283,662.99	8,207,023.17	102.00 (160,570.17)
REVENUES OVER/	(UNDER) EXPENDITURES	(1,177,543.00)	1,140,080.09	871,388.23	(2,048,931.23)

CITY OF PINEY POINT VILLAGE YEAR TO DATE BALANCE SHEET (UNAUDITED) 1

PAGE:

AS OF: DECEMBER 31ST, 2021

20 -DEBT SERVICE

ACCT NO#	ACCOUNT NAME	BEGINN BALAN		M-T-D ACTIVITY		Y-T-D ACTIVITY		CURRENT BALANCE
ASSETS								
20-1100	Claim on Cash	(1,586,0		0.00	(105,355.31)	(1,691,394.84)
20-1105	Cash - Amegy Bank		0.00	0.00		0.00		0.00
20-1108	Cash with Agent		55.85	0.00		0.00		122,855.85
20-1109	Texpool-DS		32.63	596,057.99		313,218.86		851,051.49
20-1110	Texas Class-DS	1,973,9		139.71		401,714.19		2,375,656.63
	Property Tax Receivable-PY		77.51	0.00		0.00		46,177.51
	Property Tax Receivable-CY		86.24	0.00		0.00		813,686.24
20-1300	Due to/From General Fund	(348,9	14.48)	0.00		0.00	(348,914.48)
20-1301	Accrued Interest Receivable		0.00	0.00		0.00	_	0.00
	TOTAL ASSETS	1,559,5		596,197.70	===	609,577.74	=	2,169,118.40
	TRO							
LIABILIT	Accounts Payable	(1,419,4	75 00)	0.00		0.00	,	1,419,475.00)
	Other Accrued Liabilities	1,419,4		0.00		0.00	(1,419,475.00
	Deferred Revenue-Property Tax	, ,	71.51	0.00		0.00		48,571.51
	Deferred Property Tax Rec	40,0	0.00	0.00		0.00		0.00
	Other Accrued Liabilities		0.00	0.00		0.00		0.00
	Unearned Revenue-Property Tax	1,340,4		297,918.36		371,402.91		1,711,839.17
20-2701	TOTAL LIABILITIES	1,389,0		297,918.36		371,402.91	_	1,760,410.68
FUND EQU	TTY Fund Balance	170.5	32.89	0.00		0.00		170,532.89
20 3000	TOTAL BEGINNING EQUITY		32.89	0.00		0.00	_	170,532.89
	MOMAL DEVENUES		0.00	298,279.34		1,745,699.83		1,745,699.83
	TOTAL REVENUES		0.00	0.00		1,507,525.00		1,507,525.00
	TOTAL EXPENSES INCREASE/(DECREASE) IN FUND BAL.		0.00	298,279.34	_	238,174.83	-	238,174.83
	Thomas (Duomanou) In Lond Dill.		3.00	250,2.5.01				,
	TOTAL LIABILITIES, EQUITY & FUND BAL.	1,559,5	40.66	596,197.70		609,577.74		2,169,118.40
		========		===========	===		=	========

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

PAGE: 1

20 -DEBT SERVICE FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
TAXES INVESTMENT INCOME	1,333,692.00	298,130.16 149.18	1,743,782.63 1,917.20	130.75 (410,090.63) 1,917.20)
TOTAL REVENUES	1,333,692.00	298,279.34	1,745,699.83	130.89 (412,007.83)
EXPENDITURE SUMMARY					
NON-DEPARTMENTAL ADMIN EXPENSE OTHER EXPENSES TRANSFERS TOTAL NON-DEPARTMENTAL	2,250.00 1,504,525.00 0.00 1,506,775.00	0.00 0.00 0.00 0.00	3,000.00 1,504,525.00 0.00 1,507,525.00	133.33 (100.00 0.00 100.05 (750.00) 0.00 0.00 750.00)
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(173,083.00)	298,279.34	238,174.83	(411,257.83)

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

PAGE: 2

20 -DEBT SERVICE

REVENUES	CURRENT	CURRENT	YEAR TO DATE	% OF	BUDGET
	BUDGET	PERIOD	ACTUAL	BUDGET	BALANCE
TAXES 20-4101 Property Tax Revenue TOTAL TAXES	1,333,692.00	298,130.16	1,743,782.63	<u>130.75</u> (410,090.63)
	1,333,692.00	298,130.16	1,743,782.63	130.75 (410,090.63)
INVESTMENT INCOME 20-4400 Bank Interest 20-4410 Bond Premium TOTAL INVESTMENT INCOME	0.00 0.00 0.00	149.18 0.00 149.18	1,917.20 0.00 1,917.20	0.00 (1,917.20) 0.00 1,917.20)
TOTAL REVENUES	1,333,692.00	298,279.34	1,745,699.83	130.89 (412,007.83)

CITY OF PINEY POINT VILLAGE REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: DECEMBER 31ST, 2021

20 -DEBT SERVICE

100.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
NON-DEPARTMENTAL					
ADMIN EXPENSE 20-500-5204 Paying Agent Fees TOTAL ADMIN EXPENSE	2,250.00	0.00	3,000.00	<u>133.33</u> (<u></u>	750.00) 750.00)
OTHER EXPENSES 20-500-5820 Interest Expense-Bonds 20-500-5821 Bond Principal Payments 20-500-5822 Amortization of Bonds TOTAL OTHER EXPENSES	139,525.00 1,365,000.00 0.00 1,504,525.00	0.00 0.00 0.00	139,525.00 1,365,000.00 0.00 1,504,525.00	100.00 100.00 0.00 100.00	0.00 0.00 0.00 0.00
TRANSFERS 20-500-5902 Transfers Out TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	1,506,775.00	0.00	1,507,525.00	100.05 (750.00)
TOTAL EXPENDITURES	1,506,775.00	0.00	1,507,525.00	100.05 (750.00)
REVENUES OVER/(UNDER) EXPENDITURES	(173,083.00)	298,279.34	238,174.83	(411,257.83)

CITY OF PINEY POINT VILLAGE PAGE: 1 YEAR TO DATE BALANCE SHEET (UNAUDITED)
AS OF: DECEMBER 31ST, 2021

30 -SPECIAL REVENUE FUND

ACCT NO# ACCOUNT NAME	BEGINNING BALANCE	M-T-D ACTIVITY	Y-T-D ACTIVITY	CURRENT BALANCE
ASSETS				
30-1100 Claim on Cash	64,354.79	(128.27)	20,772.76	85,127.55
30-1102 Donation	0.02	0.00	0.00	0.02
30-1103 MC Security	0.36	0.00	0.00	0.36
30-1104 MC Technology	0.05	0.00	0.00	0.05
30-1106 Child Safety	27,665.05	289.48	3,887.32	31,552.37
30-1200 Due To/From General Fund	0.00	0.00	0.00	0.00
30-1301 Accrued Interest Receivable	0.00	0.00	0.00	0.00
TOTAL ASSETS	92,020.27	161.21	24,660.08	116,680.35
	=========			
LIABILITIES				
30-2001 Accounts Payable	0.00	0.00	0.00	0.00
30-2100 Grants Payable	0.00	0.00	0.00	0.00
30-2200 Due To General Fund	0.00	0.00	0.00	0.00
TOTAL LIABILITIES	0.00	0.00	0.00	0.00
FUND EQUITY				
30-3000 Fund Balance	3,695.40	0.00	(3,695.40)	0.00
30-3001 Fund Balance-Child Safety	42,532.64	0.00	3,644.97	46,177.61
30-3002 Fund Balance-MC Security	24,123.20	0.00	206.23	24,329.43
30-3003 Fund Balance-MC Technology	21,669.03	0.00	(155.80)	21,513.23
30-3010 Unrestricted Retained Earnings	0.00	0.00	0.00	0.00
30-3300 Fund Balance-MC Security	0.00	0.00	0.00	0.00
30-3400 Fund Balance- MC Technology	0.00	0.00	0.00	0.00
30-3904 Earnings-MC Technology	0.00	0.00	0.00	0.00
TOTAL BEGINNING EQUITY	92,020.27	0.00	0.00	92,020.27
TOTAL REVENUES	0.00	326.06	4,704.48	4,704.48
TOTAL EXPENSES	0.00	164.85	(19,955.60)	(19,955.60)
INCREASE/(DECREASE) IN FUND BAL.	0.00	161.21	24,660.08	24,660.08
TOTAL LIABILITIES, EQUITY & FUND BAL.	92,020.27	161.21	24,660.08	116,680.35

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

CITY OF PINEY POINT VILLAGE PAGE: 1

30 -SPECIAL REVENUE FUND FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
COURT INVESTMENT INCOME DONATIONS & IN LIEU	0.00 0.00 0.00	326.06 0.00 0.00	4,703.90 0.58 0.00	0.00 0.00 0.00	•
TOTAL REVENUES	0.00	326.06	4,704.48	0.00	(4,704.48)
EXPENDITURE SUMMARY					
NON-DEPARTMENTAL MISCELLANEOUS TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00
QUALIFIED EXPENSES COURT TOTAL QUALIFIED EXPENSES	0.00	164.85 164.85		0.00	19,955.60 19,955.60
ADMINISTRATION ADMIN EXPENSE OTHER EXPENSES TRANSFERS TOTAL ADMINISTRATION	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00 0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	161.21	24,660.08		(24,660.08)

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

PAGE: 2

30 -SPECIAL REVENUE FUND

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
0.00	15.68	328.78	0.00 (328.78)
0.00	20.90	438.38	0.00 (438.38)
0.00	289.48	3,936.74	0.00 (3,936.74)
0.00	326.06	4,703.90	0.00 (4,703.90)
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.58		0.58)
0.00	0.00	0.00		0.00
0.00	0.00	0.58	0.00 (0.58)
0.00	0.00	0.00	0.00	0.00
0.00	0.00			0.00
0.00	0.00	0.00	0.00	0.00
0.00	326.06	4,704.48	0.00 (4,704.48)
	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	BUDGET PERIOD 0.00 15.68 0.00 20.90 0.00 289.48 0.00 326.06 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	BUDGET PERIOD ACTUAL 0.00 15.68 328.78 0.00 20.90 438.38 0.00 289.48 3,936.74 0.00 326.06 4,703.90 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.58 0.00 0.00 0.00 0.00 0.00 0.58 0.00 0.00 0.58 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	BUDGET PERIOD ACTUAL BUDGET 0.00 15.68 328.78 0.00 (0.00 20.90 438.38 0.00 (0.00 289.48 3,936.74 0.00 (0.00 326.06 4,703.90 0.00 (0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.58 0.00 (0.00 0.00 0.00 0.00 0.00 0.00 0.58 0.00 (0.00 0.00 0.58 0.00 (0.00 0.00 0.58 0.00 (0.00 0.00 0.58 0.00 (0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

CITY OF PINEY POINT VILLAGE REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: DECEMBER 31ST, 2021

30 -SPECIAL REVENUE FUND

100.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
NON-DEPARTMENTAL					
MISCELLANEOUS 30-500-5029 Gen Govt Qualified Expenses TOTAL MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00
QUALIFIED EXPENSES					
COURT 30-510-5121 Child Safety 30-510-5122 MC Security 30-510-5123 MC Technology 30-510-5129 Donation TOTAL COURT	0.00 0.00 0.00 0.00 0.00	0.00 164.85 0.00 0.00 164.85	659.40 (1,665.00) 0.00	0.00 0.00 0.00 0.00 0.00	18,950.00 659.40) 1,665.00 0.00 19,955.60
TOTAL QUALIFIED EXPENSES	0.00	164.85	(19,955.60)	0.00	19,955.60
ADMINISTRATION					
ADMIN EXPENSE 30-520-5203 Bank Fees TOTAL ADMIN EXPENSE	0.00	0.00	0.00	0.00	0.00
OTHER EXPENSES 30-520-5702 Other Expenses TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00
TRANSFERS 30-520-5902 Transfers Out TOTAL TRANSFERS		0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	164.85	(19,955.60)	0.00	19,955.60
REVENUES OVER/(UNDER) EXPENDITURES	0.00	161.21	24,660.08	(24,660.08)

CITY OF PINEY POINT VILLAGE
YEAR TO DATE BALANCE SHEET (UNAUDITED)

AS OF: DECEMBER 31ST, 2021

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40 -CAPITAL PROJECTS FUND

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

CITY OF PINEY POINT VILLAGE REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: DECEMBER 31ST, 2021

40 -CAPITAL PROJECTS FUND FINANCIAL SUMMARY

100.00% OF FISCAL YEAR

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

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

40 -CAPITAL PROJECTS FUND

100.00% OF FISCAL YEAR

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

CITY OF PINEY POINT VILLAGE
REVENUE & EXPENSE REPORT (UNAUDITED)

REVENUE & EXPENSE REPORT (UNAUDITE AS OF: DECEMBER 31ST, 2021

40 -CAPITAL PROJECTS FUND

100.00% OF FISCAL YEAR

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

CITY OF PINEY POINT VILLAGE YEAR TO DATE BALANCE SHEET (UNAUDITED)

AS OF: DECEMBER 31ST, 2021

PAGE:

1

99 -POOLED CASH FUND

ACCT NO# ACCOUNT N	JAME	BEGINNING BALANCE		M-T-D ACTIVITY	Y-T-D ACTIVITY		CURRENT BALANCE
ASSETS							
99-1101 Cash		1,070,090.86	(359,179.38)	129,780.	74	1,199,871.60
99-1510 DUE FROM 0	SENERAL FUND	0.00		0.00	0.		0.00
99-1520 DUE FROM I	DEBT SERVICE	0.00		0.00	0.		0.00
99-1530 DUE FROM S	SPECIAL REVENUE	0.00		0.00	0.		0.00
99-1540 DUE FROM 0		0.00		0.00	0.		0.00
99-1550 DUE FROM N	METRO FUND	0.00		0.00	0.		0.00
99-1599 Due From (Other Funds	108,477.09	(237,929.26)	40,180.	90	148,657.99
TOTAL ASSE	CTS	1,178,567.95	(597,108.64)	169,961.	64	1,348,529.59
		=======================================	==	========	=======================================	==	
LIABILITIES							
99-2000 Accounts E	Payable	(202,974.19)	(237,929.26)	390,140.	01	187,165.82
99-2190 Due to Oth	ner Funds	1,381,542.14	(359,179.38)	(220,178.	<u>37</u>)	1,161,363.77
TOTAL LIAM	BILITIES	1,178,567.95	(597,108.64)	169,961.	64	1,348,529.59
FUND EQUITY							
99-3000 Fund Balar	nce	0.00		0.00	0.	00	0.00
TOTAL BEG	INNING EQUITY	0.00		0.00	0.	00	0.00
TOTAL REVE	ENUES	0.00		0.00	0.	00	0.00
TOTAL EXPE	ENSES	0.00		0.00	0.	00	0.00
INCREAS	SE/(DECREASE) IN FUND BAL.	0.00		0.00	0.	00	0.00
(WILL CLOS	SE TO FUND BAL.)				0.	00	0.00
TOTAL LIA	BILITIES, EQUITY & FUND BA	L. 1,178,567.95	(597,108.64)	169,961.	64	1,348,529.59
			==		========	==	==========



City of Piney Point Village

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

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

January 18, 2022

Mayor and City Council:

The Public Funds Investment Act of the Local Government Code requires the Investment Officers of each local government to submit to its governing body a quarterly report of investment transactions.

Attached are the detail investment reports for the quarter ending December 31, 2021. These reports include information regarding the City's cash and investment status, investment yields, interest earned, and investments by fund type and are prepared in accordance with Chapter 2256 of the Local Government Code.

The City's investment portfolio complies with the Public Funds Investment Act and the City's Investment Policy for the fourth quarter.

Sincerely,

Investment Officers:	
Councilmember Joel Bender	
Councilmember Brian Thompson	

CITY OF PINEY POINT VILLAGE INVESTMENT ACCOUNT Quarter Ending Dec 31, 2021

AMEGY ACCOUNTS

GENERAL OPERATING	Oct	Oct Nov		TOTAL	
Fund 10 - General			Dec	TOTAL	
Beginning Balance	\$967,800.55	\$1,129,825.73	\$1,574,279.07	\$967,800.55	
Deposits	\$739,477.28	\$1,147,211.26	\$174,616.83		
Interest	\$0.00	\$0.00	\$0.00		
Withdrawals	\$577,452.10	\$702,757.92	\$534,916.88	75.50	
ENDING BALANCE	\$1,129,825.73	\$1,574,279.07	\$1,213,979.02		

NON-MAJOR	Oct	Nov	Dec	TOTAL	
Fund 30 - Child Safety				· UIAL	
Beginning Balance	\$30,656.66	\$30,967.52	\$31,262.89	\$30,656,66	
Deposits	\$310.86	\$295.37	\$289.48		
Interest	\$0.00	\$0.00	\$0.00		
Withdrawals	\$0.00	\$0.00	\$0.00		
ENDING BALANCE	\$30,967.52	\$31,262.89	\$31,552.37	70.00	

TEXAS CLASS ACCOUNTS

GENERAL FUND	Oct	Nov	Dec	TOTAL
Fund 10				
Beginning Balance	\$1,267,425.30	\$767,455.98	\$767,499.79	\$1,267,425.30
Deposits	\$0.00	\$1,000,000.00	\$0.00	
Interest	\$30.68	\$43.81	\$45.13	
Withdrawals	\$500,000.00	\$1,000,000.00	\$0.00	
ENDING BALANCE	\$767,455.98	\$767,499.79	\$767,544.92	

Debt Service-Texas Class	Oct	Nov	Dec	TOTAL
Fund 20				
Beginning Balance	\$3,375,254.06	\$3,375,378.92	\$2,375,516.92	\$3,375,254.06
Deposits	\$0.00	\$0.00	\$0.00	
Interest	\$124.86	\$138.00	\$139.71	
Withdrawals	\$0.00	\$1,000,000.00	\$0.00	
ENDING BALANCE	\$3,375,378.92	\$2,375,516.92	\$2,375,656.63	, ,

CITY OF PINEY POINT VILLAGE INVESTMENT ACCOUNT Quarter Ending Dec 31, 2021

TEXPOOL ACCOUNTS

GENERAL OPERATING	Oct	Nov	Dec	TOTAL
Fund 10 /1100				·OIAL
Beginning Balance	\$54,317.94	\$80,450.56	\$382,639.48	\$54,317.94
Deposits	\$26,130.28	\$302,180.28	\$1,254,395.65	
Interest	\$2.34	\$8.64	\$28.04	\$39.02
Withdrawals	\$0.00	\$0.00	\$0.00	\$0.00
ENDING BALANCE	\$80,450.56	\$382,639.48	\$1,637,063.17	

DEBT SERVICE	Oct	Nov	Dec	TOTAL	
Fund 20 /1105					
Beginning Balance	\$100,431.30	\$105,905.38	\$177,716.38	\$100,431,30	
Deposits	\$5,470.93	\$71,806.19	\$298,024.26		
Interest	\$3.15	\$4.81	\$9.47		
Withdrawals	\$0.00	\$0.00	\$0.00	7.11.1	
ENDING BALANCE	\$105,905.38	\$177,716.38	\$475,750.11		

CITY OF PINEY POINT VILLAGE INVESTMENT REPORT Quarter Ending Dec 31, 2021

TEXAS CLASS ACCOUNTS (Interest)

	GENERAL OPERATING FUND Fund 10 /1120	DEBT SERVICE FUND Fund 20 /1110	TOTAL
Beginning Balance	\$1,267,425.30	\$3,375,254.06	\$4,642,679.36
Deposits	\$1,000,000.00		\$1,000,000.00
Interest	\$119.62	\$402.57	\$522.19
Withdrawals	\$1,500,000.00	\$1,000,000.00	\$0.00
ENDING		, , , , , , , , , , , , , , , , , , , ,	V 0100
BALANCE	\$767,544.92	\$2,375,656.63	\$3,143,201.55

2021 INTEREST RATES FOR THE QUARTER:

Amegy Bank

	1st Qtr		d Qtr	31	d Qtr		4th Qtr
Jan	0.0100		0.0100	Jul	0.0000	Oct	0.0000
Feb	0.0100	May	0.0100	Aug	0.0000	Nov	0.0000
Mar	0.0100	Jun	0.0000	Sept	0.0000	Dec	0.0000

Texas Class

	1st Qtr	2r	nd Qtr	3	rd Qtr	4th Qtr
Jan	.01316		0.08396	Jul	0.06353	Oct 0.0435516
Feb	.01090	May	0.07662	Aug		Nov 0.0538833
Mar	.01051	Jun	0.06112	Sept		Dec 0.0692387

TexPool

1st Qtr		2n	2nd Qtr		3rd Qtr		4th Qtr	
Jan	.0101	Apr	0.0135	Jul	0.0189	Oct	0.0354	
Feb	.0101	May	0.0102	Aug	0.0222	Nov	0.0381	
Mar	.0101	Jun	0.0131	Sept	0.0279	Dec	0.0376	

CITY OF PINEY POINT VILLAGE INVESTMENT REPORT Quarter Ending Dec 31, 2021

TEXPOOL ACCOUNTS (Interest)

	GENERAL OPERATING FUND Fund 10 /1101	DEBT SERVICE FUND Fund 20 /1105	TOTAL
Beginning Balance	\$54,317.9 4	\$100,431.30	\$154,749.24
Deposits	\$1,582,706.21	\$375,301.38	\$1,958,007.59
Interest	\$39.02	\$17.43	\$56.45
Withdrawals	\$0.00	\$0.00	\$0.00
ENDING BALANCE	\$1,637,063.17	\$475,750.11	\$2,112,813.28

2021 INTEREST RATES FOR THE QUARTER:

Amegy

1st Qtr		2	2nd Qtr		3rd Qtr	4th Qtr		
<u>Jan</u>	.0100	Apr	0.0100	Jul	0.0000	Oct	0.0000	
Feb	.0100	May	0.0100	Aug	0.0000	Nov	0.0000	
Mar	.0100	Jun	0.0000	Sept	0.0000	Dec	0.0000	

vs.

Texas Class

	1st Qtr	2nd Qtr		2nd Qtr 3rd Qtr		4th Qtr	
Jan	.01316	Apr	0.08396	Jul	0.06353	Oct	0.0435516
Feb	.01090	May	0.07662	Aug	0.05227	Nov	0.0538833
Mar	.01051	Jun	0.06112	Sept	0.04425	Dec	0.0692387

vs.

TexPool

	1st Qtr	2	2nd Qtr		3rd Qtr		4th Qtr	
Jan	.0101	Apr	0.0135	Jul	0.0189	Oct	0.0354	
Feb	.0101	May	0.0102	Aug	0.0222	Nov	0.0381	
Feb	.0101	Jun	0.0131	Sept	0.0279	Dec	0.0376	

CITY OF PINEY POINT VILLAGE INVESTMENT REPORT Quarter Ending Dec 31, 2021

AMEGY ACCOUNTS (Interest)

	GEN OP FUND AMEGY Fund 10	NON-MAJOR FUND AMEGY Fund 30	TOTAL
Beginning Balance	\$967,800.55	\$30,656,66	£000 457 04
Deposits	\$2,061,305.37	\$30,656.66 \$895.71	\$998,457.21 \$2,062,201.08
Interest	\$0.00	\$0.00	\$0.00
Withdrawals	\$1,815,126.90	\$0.00	\$1,815,126.90
ENDING BALANCE	\$1,213,979.02	\$31,552.37	\$1,245,531.39

2021 INTEREST RATES FOR THE QUARTER:

TexPool

1st Qtr		2nd Qtr		3rd Qtr		4th Qtr	
Jan	.0101	Apr	0.0135	Jul	0.0189	Oct	0.0354
Feb	.0101	May	0.0102	Aug	0.0222	Nov	0.0381
Mar	.0101	Jun	0.0131	Sept	0.0279	Dec	0.0376

VS.

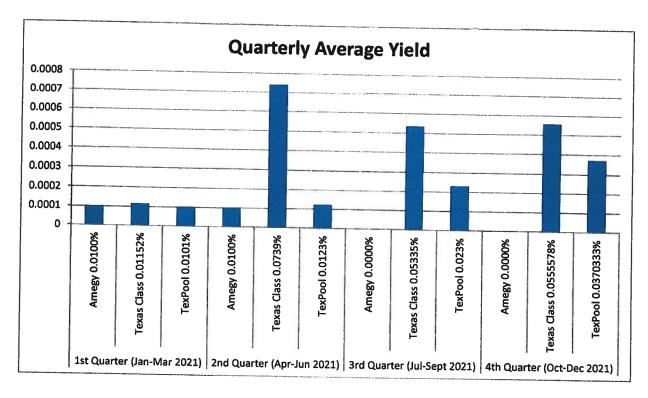
Amegy Bank

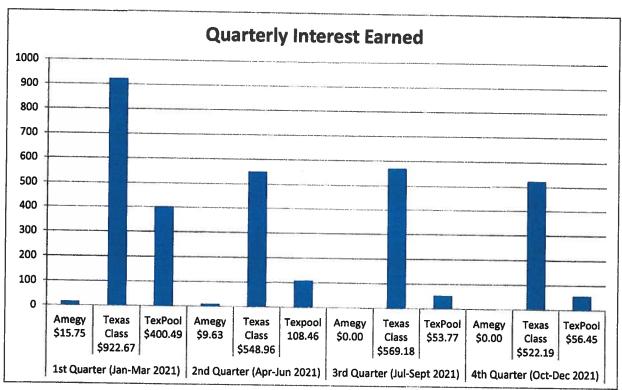
	1st Qtr	2r	nd Qtr	3r	d Qtr		4th Qtr
Jan	0.0100	Apr	0.0100	Jul	0.0000	Oct	0.0000
Feb	0.0100	May	0.0100	Aug	0.0000	Nov	0.0000
Mar	0.0100	Jun	0.0000	Sept	0.0000	Dec	0.0000

VS.

Texas Class

1st Qtr		2nd Qtr		3rd Qtr		4th Qtr	
Jan	.01316	Apr	0.08396	Jul	0.06353	Oct 0.0435516	
Feb	.01090	May	0.07662	Aug		Nov 0.0538833	
Mar	.01051	Jun	0.06112	Sept		Dec 0.0692387	





Council Agenda Item Cover Memo

1/24/2022 Date of Meeting

To: Mayor and City Council

Agenda Item:

Discuss and take possible action on the ROW Agreements with residents on Wilding Lane for Parking Pads.

SUMMARY/BACKGROUND (WHY): After the last council meeting, it was agreed upon that residents could make the choice between the asphalt parking pards to be installed and maintained by the City or option for resident to install and maintain a gravel parking pad at their own cost. Council requested that HDR and David Olson prepare an agreement for the residents that chose to install gravel in lieu of asphalt. The draft ROW Agreement is attached.

STAFF RECOMMENDATION:

ESTIMATED COST: N/A	FUNDING SOURCE: N/A
CURRENT BUDGETED ITEM: YES _ NO _	EMERGENCY REQUEST: YES NO \underline{X}

PREPARED BY: Joe Moore

ATTACHMENTS: Yes

AGREEMENT FOR INSTALLATION AND MAINTENANCE OF GRAVEL PARKING PAD WITHIN THE WILDING LANE OF RIGHT-OF-WAY

THE STATE OF TEXAS	§	
COUNTY OF HARRIS	§ §	
<u> </u>	ed as of the day of	, 2022 between
the City of Piney Point Village Wilding Lane.	e, Texas, (the "City"), and	("Owner") at

WHEREAS certain owners of residential lots on Wilding Lane desire to defer the City's plans to install an asphalt parking pad and alternatively install gravel parking pads along the Wilding Lane right-of-way, as further identified and described by the survey of improvements in Exhibit "A" attached hereto and made a part of this Agreement hereof;

WHEREAS, the City is willing to permit the installation of gravel parking pads by such owners into the City's right-of-way along Wilding Lane under the condition that such owners pay for the installation and all future maintenance of the gravel parking pads at their own expense;

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

TERMS

Section 1. Recitals.

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

Section 2. Term and Termination

- A. This Agreement is effective as of the date that it has been approved and executed by all Parties (the "Effective Date") and shall remain in full force and effect so long as the Owner properly installs and maintains a gravel parking pad in the City's right-of-way along Wilding Lane.
- B. If the Owner fails to properly install or maintain the gravel parking pad in accordance with Section 3 below, the City may immediately terminate this Agreement. This Agreement may also be terminated at any time by mutual written consent of the Parties.

Section 3. Responsibilities of the Parties

A. <u>City's Responsibilities</u>:

- (i) The City will allow for the continued operation and maintenance of a gravel parking pad by the Owner in the City's right-of-way along Wilding Lane so long as such gravel parking pad is properly maintained.
- (ii) If the City determines, in its own discretion, that the Owner has failed to properly maintain the gravel parking pad, the City will give notice to the Owner identifying any deficiencies with the installation and/or maintenance of such parking pad and require that the parking pad be properly maintained or removed within thirty (30) days of the date of such notice. If the Owner fails to properly maintain or remove the gravel parking pad within the thirty (30) day period, the City may terminate this Agreement and remove the parking pad or otherwise take any additional action within the City's right-of-way to improve such right-of-way in a manner determined to be appropriate by the City.

B. Owner's Responsibilities:

- (i) The Owner agrees to properly install and maintain a gravel parking pad in the City's right-of-way along Wilding Lane in front of the Owner's house, as further identified in Exhibit "A."
- (ii) If the Owner fails to properly install or maintain the gravel parking pad, the City may terminate this Agreement and take any additional action deemed appropriate, as further described in Section 3.A. above.

Section 4. Owner's Obligations Run with the Land

Owner understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the obligations of the Owner in this Agreement run with the land and shall bind any subsequent owner of the Owner's property on Wilding Lane. Owner is responsible to ensure that any transfer of title of Owner's property during the term of this Agreement contain notice of the terms and obligations of this Agreement. Prior to the transfer of title of Owner's property, Owner is responsible for causing the assignment of this Agreement to the purchaser of said property, as provided for in Section 5.A. of this Agreement.

Section 5. Miscellaneous

A. <u>Non-Assignability</u>. The Parties shall not make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Party. The Parties agree that assignment of this Agreement will not be unreasonable held, conditioned or delayed.

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

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

Owner:
Wilding Lane
Houston, Texas 77024

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

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

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

- C. <u>Waiver of Breach</u>. A waiver by either Party of a breach or violation of any provision of the Agreement shall not be deemed or construed to be a waiver of any subsequent breach.
- D. No Personal Liability; No Waiver of Immunity.
 - (i) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of City.
 - (ii) The Parties agree that no provision of this Agreement extends the City's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
 - (iii) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the City of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.
- E. <u>Applicable Law and Venue</u>. This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The

- exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.
- F. <u>Entire Agreement; Modifications</u>. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by both Parties.
- G. <u>Severability</u>. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.
- H. <u>Survival of Terms</u>. The provisions of this Agreement are intended to survive the expiration or earlier termination of this Agreement.
- I. <u>Multiple Counterparts/Execution</u>. This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

[EXECUTION PAGE TO FOLLOW]

CITY OF PINEY POINT VILLAGE

7676 Woodway, Suite 300 Houston, Texas 77063

	Mark Kobelan, Mayor
ATTEST:	
Karen Farris, City Secretary	_
ranon ranno, only sociolary	
	OWNER:
	[Wilding Lane]

EXHIBIT "A"

Survey of Improvements

Council Agenda Item Cover Memo

1/24/2022 Date of Meeting

To: Mayor and City Council

Agenda Item:

ATTACHMENTS: Yes

Discuss and take possible action on the approval of Verizon/MCI Fiber Optic Cable Improvements Plans on Taylorcrest Road and North Piney Point Road.

SUMMARY/BACKGROUND (WHY): Verizon/MCI is currently constructing conduits for fiber optic cable throughout the Memorial Villages. Verizon/MCI has submitted two sets of plans to the City for the installation of approximately 1,400 linear feet of fiber optic cable along Taylorcrest Road and Blalock Road from east of Derham Parc to south of Summerhill Lane and 2,400 linear feet of fiber optic cable along North Piney Point Road from Beinhorn Road to south of Jeffers Court.

ESTIMATED COST:	FUNDING SOURCE: N/A
CURRENT BUDGETED ITEM: YES _ NO _	EMERGENCY REQUEST: YES NO X



March 9, 2021

Mr. Eleuterio Galvan Jr., P.E. Teo Engineering Organization LLC 5510 Community Dr. Houston, TX 77005

Re: On-Going Services

Review of Telecommunications Improvement Plans - Third Submittal

Verizon/MCI Site Name HP_HOU05_GESSNER 7

Piney Point Village, Texas HDR Job No. 10279751

Dear Mr. Galvan:

We are in receipt of the proposed Verizon/MCI telecommunications improvement plans for Taylorcrest Road and Blalock Road. Based on the proposed plans provided, the City interposes no objection to the proposed telecommunications improvements, contingent upon the following:

- Welded Wire Fabric may not be used in lieu of the reinforcing steel given in Table 1
 of the City of Houston concrete sidewalk detail as is stated in Note 1 on Sheet 6A of
 the plans. Steel rebar must be used for all concrete sidewalk reinforcement.
- Please be advised that the plans will need to be presented to the City Council for approval of the proposed improvements in the City right-of-way prior to construction.

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

hdrinc.com



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

Sincerely,

HDR Engineering, Inc.

Aaron Croley, P.E., CFM

Moron Croby

Project Engineer

cc: Annette Arriaga - City of Piney Point Village

Kimberly Perez - City of Piney Point Village

MCImetro ACCESS TRANSMISSION SERVICES CORPORATION

OUTSIDE PLANT CONSTRUCTION
FIBER OPTIC CABLE ROUTE

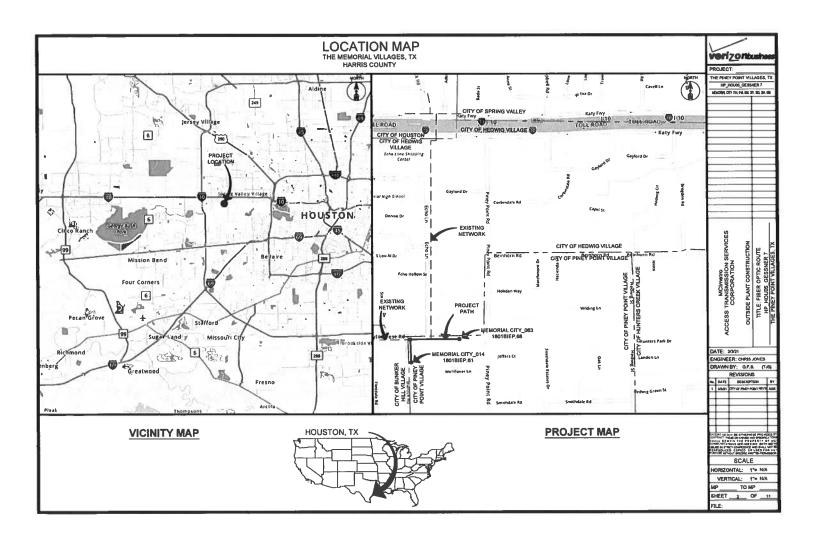
HP_HOU05_GESSNER 7
MEMORIAL CITY: 014, 015, 058, 061, 063, 064, 065
PINEY POINT VILLAGE, TX

SITE CODE: HODATX

PROJECT STATUS: CONSTRUCTION

No Objections Taken

DATE: 3/3/21



CONTACT SHEET verizontush MCI PERCURAL CLLI. SHY Lat's Ret SAL' 202 3HY 309 RAILROADS CITY GOVERNMENT PROJECT ENGINEER MANAGER CHRIS JONES OFFICE 281-801-3323 MOBIL E 713-639-7963 THE MEMORIAL VILLAGES - SANITARY SEWER OUTSIDE PLANT CONSTRUCTION: PROJECT ENGINEER PROJECT COORDINATOR COUNTY GOVERNMENT OUTSIDE PLANT CONSTRUCTION TITLE: FIBER OPTIC ROUTE HP HOUGE GESSNER? THE PINEY POINT VILLAGES, TX STATE GOVERNMENT UTILITIES MCI UTILITY LOCATE TEXAS ONE CALL SYSTEM (UTILITY LOCATES) ENGINEERING CONTRACTOR FEDERAL GOVERNMENT (918) 610-0014 (918) 610-0016 DATE: 3/3/21 ENGINEER: CHRIS JONES DRAWN BY: G.F.S. (T.S) REVISIONS NA DATE DESCRIPTION BY 1 3/3/21 JOT OF PREVIOUS TRIVIN AGE. PROJECT MANAGER LARRY STALCUP **OTHER** HORIZONTAL: 1"= N/A VERTICAL: 1"= N/A MP____TO MP SHEET_3_OF__11

GENERAL NOTES

GENERAL NOTES

- 1. VERIZON BUSINESS COMPRISES THE FOLLOWING OPERATING ENTITIES

 - MCI COMMUNICATIONS SERVICES, INC.
 MCI METRO COMMUNICATIONS SERVICES, INC.
 MCI METRO ACCESS TRANSMISSION SERVICES OF VIRGINIA, INC.
 MCI METRO ACCESS TRANSMISSION SERVICES OF MASSACAUSETTS, INC.
 MCI METRO ACCESS TRANSMISSION SERVICES OF MASSACAUSETTS, INC.
 METROPOCLITAR PIEBER YSTERED OF PREVYORS.
- ALL WORK TO BE PERFORMED IN STRICT ACCORDANCE WITH THE APPLICABLE CODES OR REQUIREMENTS OF ANY REQULATING GOVERNMENTAL AGENCY, VERIZON BUSINESS AND THE RIGHT-OF-WAY GRANTOR.

- OF COMPLICT
 ALL KNOWN BURIED DISTINUCTIONS ARE SHOWN ON THE CONSTRUCTION DRAWINGS ANY AND ALL OTHERS
 ENCOUNTERED ARE ALSO THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE, PROTECT AND REPAIR IF
 DIAMAGED.
- ANY AND ALL IMPROVEMENTS, SUCH AS ASPHALT OR CONCRETE PAYEMENT, CURBS, GUTTERS, WALAS, DRANAGE DRICHES, EMBANIMENTS, SHRUBS, TREES, GRASS SOC, ETC, IF DAMAGED, SHALL BE RESTORED TO ORIGINAL CONDITION.

 EQUIPMENT TYPES SPECIFED HEREN (E: "BACHOSE", SWALP PLOW" ETC) ARE SUGGESTIONS ONLY AND ARE NOT INTENDED AS REQUIREMENTS, CONTRACTION WILL BE NOTIFIED AS TO EXPECTATIONS.
- 8. SHORING OF BORE PITS AND TRENCHES IN ACCORDANCE WITH OSHA REGULATIONS IS MANDATORY.
- BURIED CABLE MARKERS WILL BE PLACED AT ALL UNDERGROUND UTILITY LOCATIONS AND ALL OTHER LOCATIONS IN ACCORDANCE WITH THE CONSTRUCTION DRAWINGS AND THE OUTSIDE PLANT HANDBOOK.
- 10. ALL 4" ID CONDUIT WILL BE SCHEDULE 40 (EG. PVC OR GSP/BSP), OR AS SPECIFIED.
- 11 UNDERGROUND CONDUIT WILL BE PLACED AT 48" MINIMUM COVER UNLESS OTHERWISE SPECIFIED ON THE CONSTRUCTION DRAWINGS.

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MP TO MP SHEET 4 OF 11

MCI OUTSIDE PLANT FOCUS

FIBER OPTIC CABLE UNCOVERING SYSTEM

- 1. THE TITLE OF THIS PROGRAM, FO.C.U.S., AN ACRONYM FOR FIBER OPTIC CABLE UNCOVERING SYSTEM. "WAS SELECTED TO REMIND EVERYORS INVOLVED WITH MORRING NEAR MCTS ACTIVE FIBER OPTIC SYSTEMS TO FOCUS ON PROTECTING THE FACILITIES. IF, DURING THE COURSE OF THE PROJECT, YOU NOTICE ANY ACTIVITY WHICH MAY JEOPARDIZE THE MCI OSP FACILITIES, IT IS YOUR DUTY TO STOP THE WORK AND RE-FO.C.U.
- F.O.G.U.S. RULES MUST BE FOLLOWED ON ALL MCI PROJECTS INVOLVING WORK ON OR NEAR MCI OSP FACILITIES. SAFETY IS MCTS NUMBER ONE PRIORITY; EVERYONE MUST REFRAIN FROM UNSAFE AND IMPROPER PACIFICES.
- 3. REVIEW OF F.O.C.U.S. IS MANDATORY AT EVERY PRE-BID, PRE-CONSRUCTION SITE MEETING AND DAILY TAILGATE MEETING. F.O.C.U.S. DISCUSSION MUST INCLUDE SITE-SPECIFIC HISTORY, UNIQUE PROBLEMS, FACILITY CONFIGURATIONS THAT MAY BE ENCOUNTREED, AND PAST ERRORS. "THOSE WHO DO NOT LEARN FROM HISTORY ARE DOOMED TO REPEAT IT." DO NOT LET THIS HAPPEN TO YOU.
- 4. ANY WORK NEAR OR REQUIRING HANDLING OF MCI OUTSIDE PLANT FACILITIES CAN ONLY BE PERFORMED WITH AN MCI EMPLOYEE OR CONTRACT REPRESENTATIVE PRESENT — THIS MEANS OUT OF HIS OR HER VEHICLE AND INSECTLY MONITORING THE WORK. THE REPRESENTATIVE MUST HAVE A PROPERLY OPERATING CABLE LOCATOR CHECKED FOR ACCURACY EVERY DAY PRIOR TO COMMENCEMENT OF WORK (COMPARISON OF LINE AND DEPTH READINGS TO ACTUAL LINE AND DEPTH OF THE CABLE).
- 5. LOCATE AND POTHOLE REQUIREMENTS:
 - PRIOR TO ANY EXCAVATION, THE MCI EMPLOYEE OR CONTRACT REPRESENTATIVE MUST VERIFY THE INITIAL LOCATE MARINS COMPLETED BY MCI OPERATIONS. DO NOT TRUST LOCATE RESULTS COMPLETED BY OTHERS THE MCI OR CONTRACT REPRESENTATIVE MUST LOCATE THE CABLE RUNNING LINE BY MAXING AT LEAST ONE PASS IN EACH DIRECTION. LOCATE RESULTS MUST THEN BE COMPARED WITH PREVIOUS MARINS AND THE AS-BUILTS.
 - IF THE PROPOSED WORK INVOLVES DIGGING OR EXCAVATING WITHIN 3 FEET OF THE CABLE, THE
 CABLE ROUTE WILL BE MARKED CONTINUALLY WITH ORANGE PAINT AND SUPPLEMENTED BY
 MARKER FLAGS PLACED EYERY 10 FT. THE EXCAVATION CONTRACTOR MUST POTHOLE (ALL
 POTHOLES MUST BE COMPLETED BY HAND DIGGING OR VACUUM EXCAVATION) A MINIMUM OF
 EVERY 15 FT., THEN EXPOSE THE ENTIRE LENGTH OF THE CABLE BY HAND DIGGING OR VACUUM
 EXCAVATION.
 - EXCAVATION.

 IF THE PROPOSED WORK INVOLVES DIAGING OR EXCAVATING WITHIN 5 FEET (BUT NOT CLOSER THAN 3 FEET) OF THE CABLE, THE CABLE ROUTE WILL BE MARKED CONTINUALLY WITH ORANGE PAINT AND SUPPLEMENTED BY MARKER FLAGS PLACED EVERY 10 FT. THE EXCAVATION CONTRACTOR MUST POTHOLE THE CABLE A MINIMUM OF EVERY 15 FT.
 - IF THE PROPOSED WORK INVOLVES DISIGING OR EXCAVATING WITHIN 5 FEET (BUT NOT CLOSER THAN 3 FEET) OF THE CABLE. THE CABLE ROUTE WILL BE MARKED CONTINUALLY WITH ORANGE PAINT AND SUPPLEMENTED BY MARKER FLAGS PLACED EVERY 10 FT. THE EXCAVATION CONTRACTOR MUST POTHOLE THE CABLE A MINIMUM OF EVERY 15 FT.
 - THE CABLE WILL ALSO BE POTHOLED AT ANY CHANGE IN THE RUNNING LINE OF MORE THAN 1 FT. IN ANY DIRECTION, ANYTIME THE ACCURACY OF THE ELECTRONIC LOCATE IS QUESTIONED, OR THE MARKED BUNNING LINE DOES NOT MATCH THE AS-BULTS.
- 6. EXPOSING REQUIREMENTS:
 - NO MECHANICAL EXCAVATION WITHIN 3 FT. OF OSP FACILITIES WILL BE ALLOWED UNLESS THE FACILITIES HAVE FIRST BEEN PROPERLY LOCATED, POTHOLED, POSITIVELY IDENTIFIED, CONTINUOUSLY EXPOSED BY HAND DIGGING OR VACUUM EXCAVATION, AND THE FACILITIES ARE CLEARLY VISIBLE.
 - IN ADDITION, MECHANICAL EXCAVATION WITHIN 3 FT. OF OSP FACILITIES REQUIRES ON-SITE PRIOR APPROVAL FROM MCTS EMPLOYEE OR CONTRACT REPRESENTATIVE.
- 7. PLEASE REFER TO THE LATEST EDITION OF THE MCI OSP HANDBOOK FOR ADDITIONAL DETAILS. KNOW IT AND FOLLOW IT.

MCI OUTSIDE PLANT CONSTRUCTION GENERAL REQUIREMENTS

- ALL FEDERAL, STATE AND LOCAL SAFETY REGULATIONS MUST BE FOLLOWED WITHOUT EXCEPTION.
- PERSONAL PROTECTIVE EQUIPMENT APPROPRIATE FOR THE SPECIFIC WORK SITE SHALL BE USED AT ALL TIMES. AT A MINIMUM, HARD HAT, SAFETY SHOES/STEEL-TOED BOOTS, AND FLORESCENT ORANGE OR GREEN WORK VEST ARE REQUIRED UPON ENTERING ANY MCI WORK SITE.
- USE OF INTOXICANTS, DRUGS, INHALANTS OR ANY OTHER SUBSTANCES THAT MAY IMPAIR ALERTNESS ARE STRICTLY PROHIBITED.
- CONTRACTORS ARE NOT ALLOWED TO CUT ANY CABLE. CABLES SCHEDULED FOR REMOVAL WILL BE CUT BY MCI OPERATIONS PERSONNEL, AND ONLY AFTER VERIFICATION THAT ALL TRAFFIC HAS BEEN OFF-LOADED.
- EXTREME CAUTION MUST BE USED AT ALL TIMES WHEN WORKING ON OR NEAR ACTIVE CABLES. AN MCI EMPLOYEE OR CONTRACT REPRESENTATIVE MUST APPROVE AND BE PRESENT PRIOR TO AND DURING ALL CABLE HANDLING
- * TOOLS AND EQUIPMENT SPECIFICALLY DESIGNED FOR THE JOB AT HAND ARE REQUIRED. USE THE PROPER TOOL FOR THE JOB,
- CONDUIT WORK INVOLVING ACTIVE CABLES REQUIRES SPECIALIZED TOOLS SPECIFICALLY DESIGNED TO ACCESS DUCTS WITH ACTIVE CABLES.
- PROTECTING MCI FACILITIES IS EXTREMELY IMPORTANT; HOWEVER, SAFETY REGARDING YOURSELF AND OTHERS IS THE MOST IMPORTANT PART OF ANY

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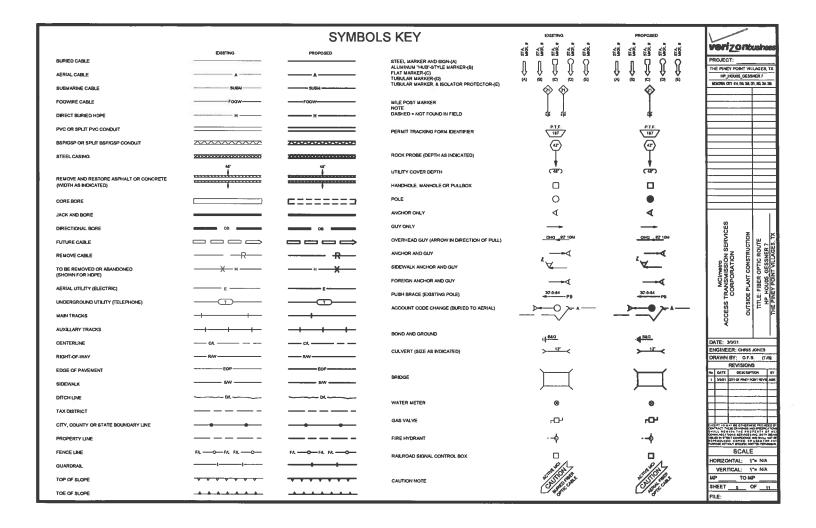
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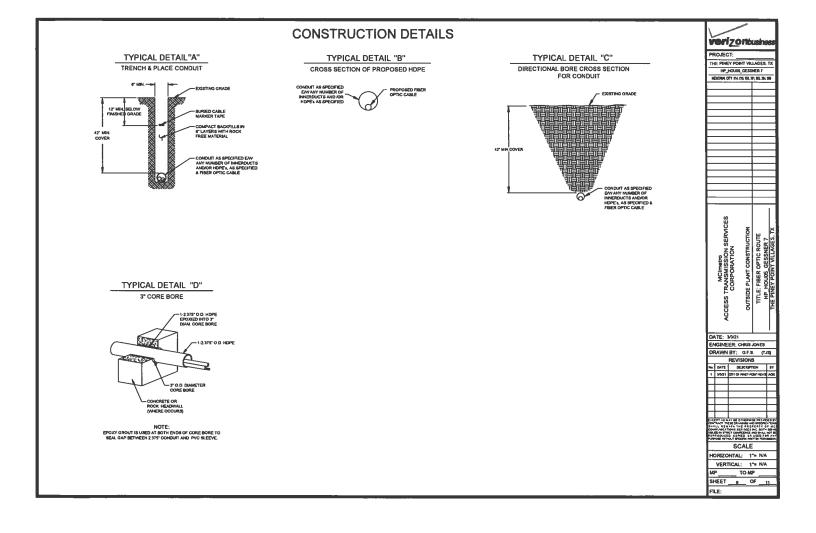
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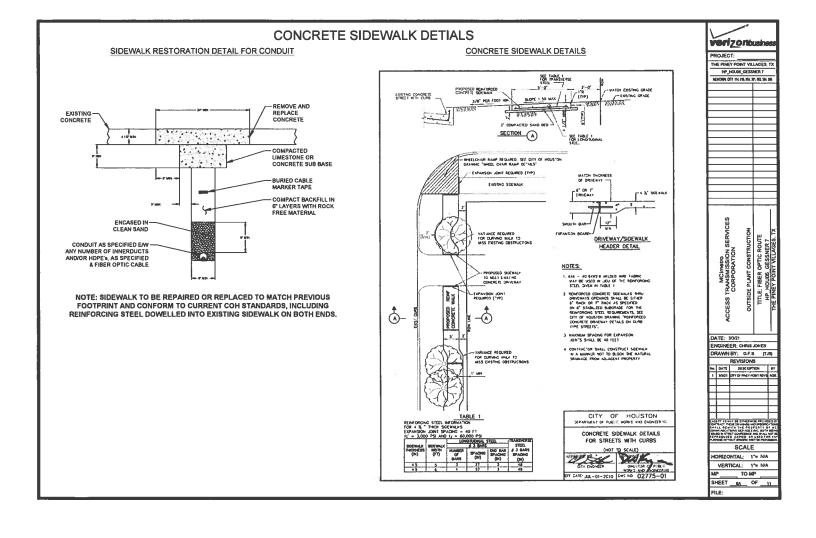
CLARIFICATION SUMMARY SHEET PROJECT SPECIFIC

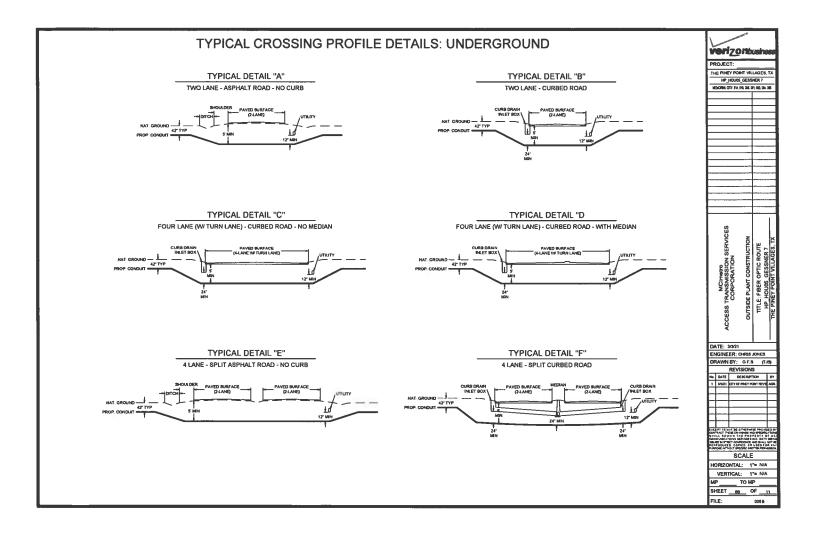
PROJECT CLARIFICATION SUMMAI	RY	
DESCRIPTION	QUANTITY	UNIT
PLACE 24"x36"x24" HANDHOLE	2	EA
PLACE 30"x60"x30" HANDHOLE	2	EA
PLACE 1-2" HDPE CONDUIT	1374	LF
PULL 1-864F CABLE (INCLUDES 1974' IN NEW CONDUIT & 200' OF SLACK IN COILS)	806	LF
(1000) MF12 TERMINAL & TAIL	2	EA
PLACE BURIED CABLE MARKER	4	EA

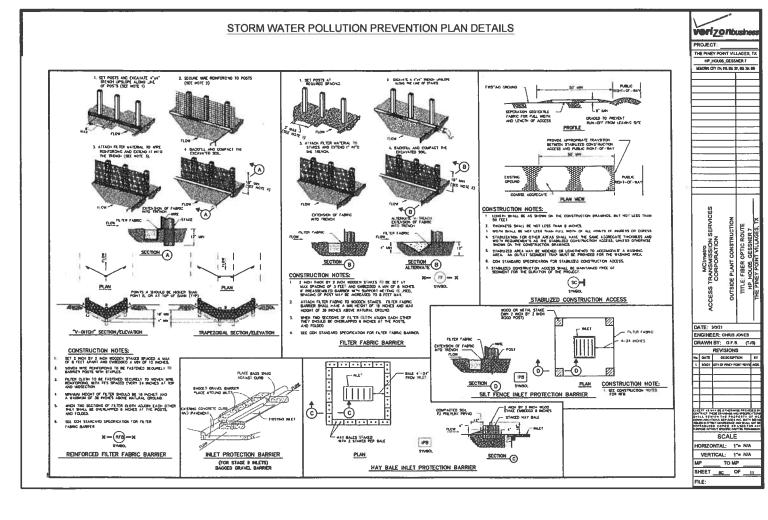
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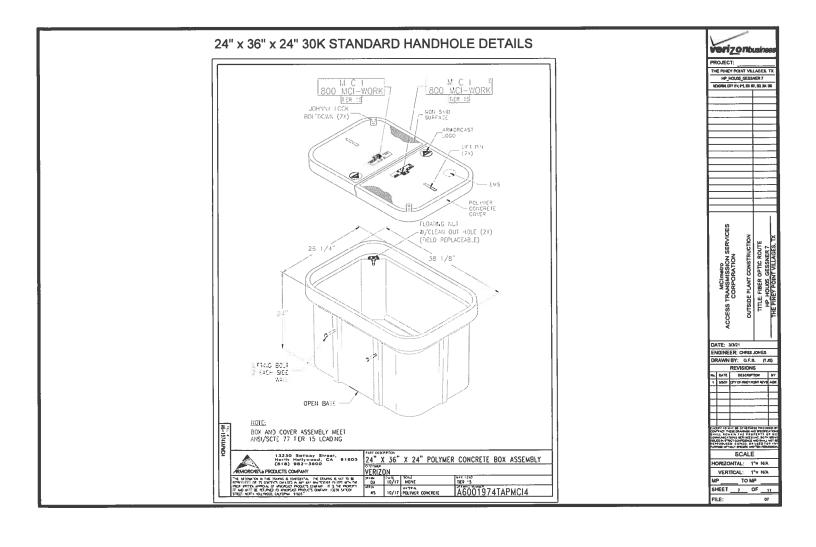


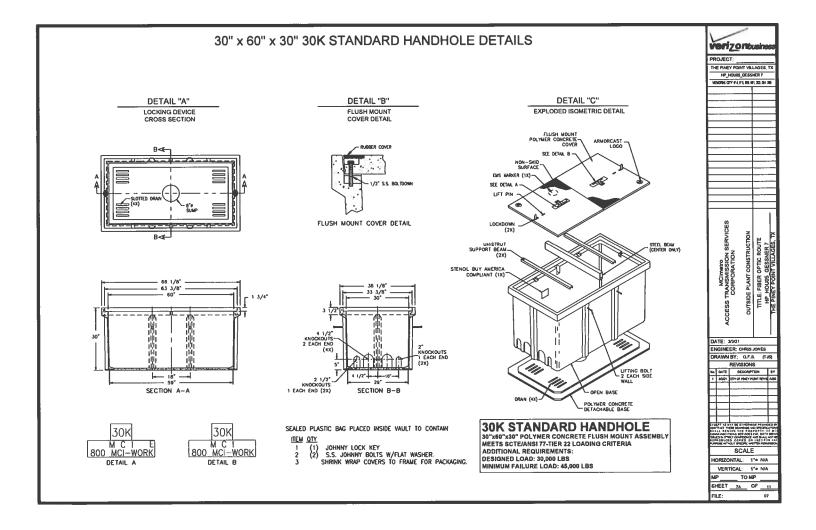


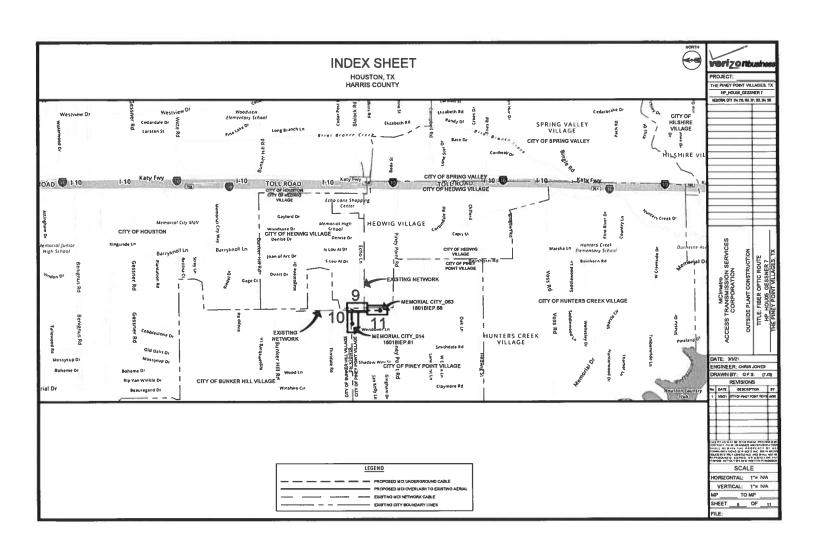


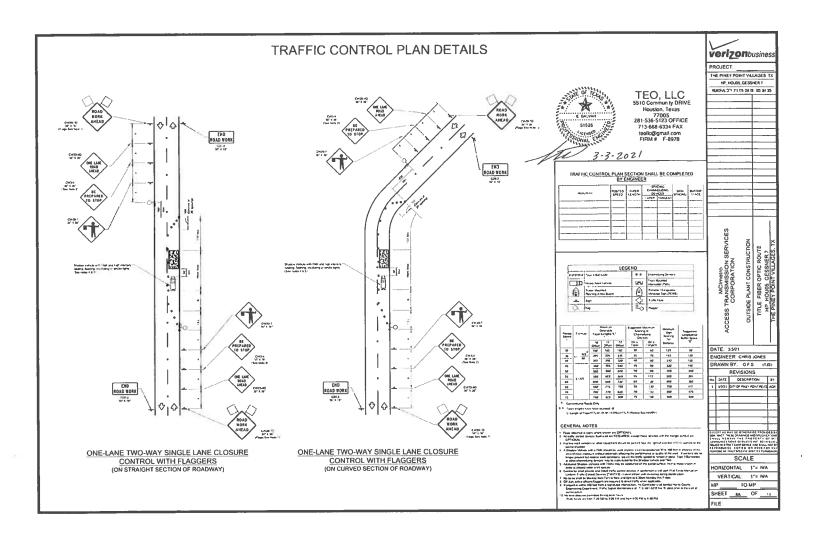


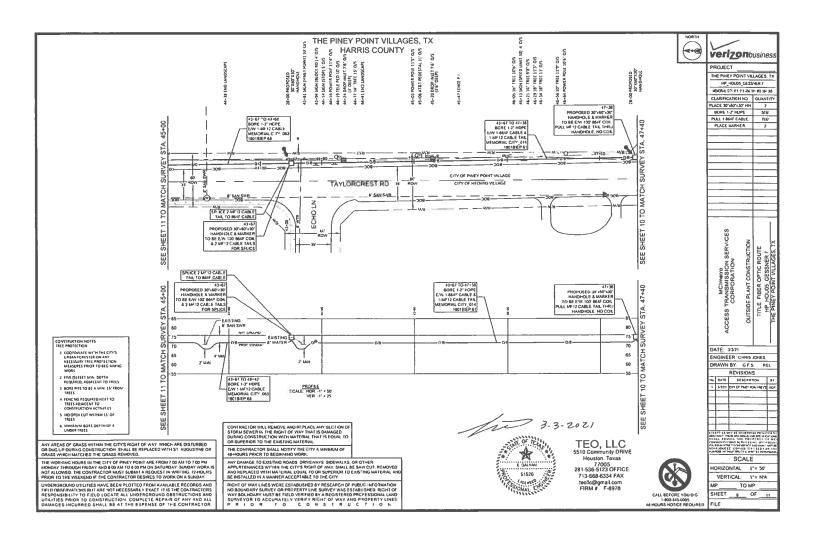


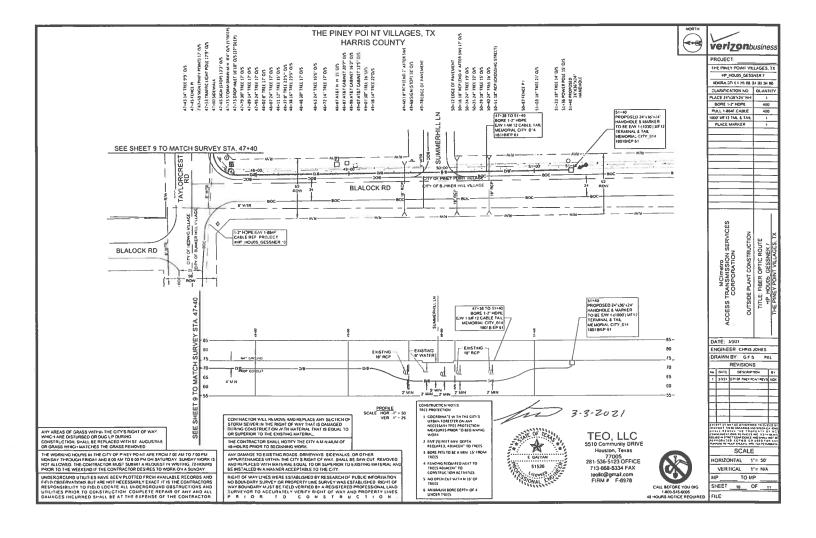


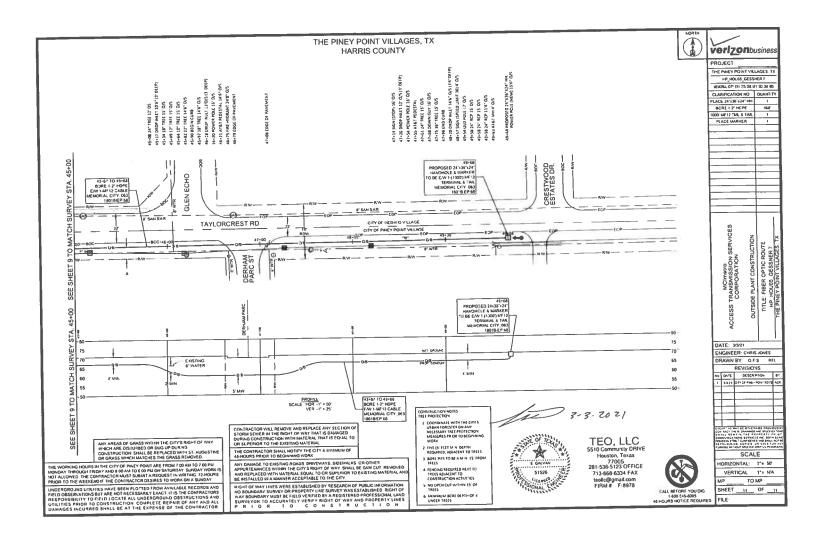














March 9, 2021

Mr. Eleuterio Galvan Jr., P.E. Teo Engineering Organization LLC 5510 Community Dr. Houston, TX 77005

Re: On-Going Services

Review of Telecommunications Improvement Plans - Third Submittal

Verizon/MCI Site Name HP_HOU04_KANSAS 1

Piney Point Village, Texas HDR Job No. 10279751

Dear Mr. Galvan:

We are in receipt of the proposed Verizon/MCI telecommunications improvement plans for North Piney Point Road. Based on the proposed plans provided, the City interposes no objection to the proposed telecommunications improvements, contingent upon the following:

- Welded Wire Fabric may not be used in lieu of the reinforcing steel given in Table 1
 of the City of Houston concrete sidewalk detail as is stated in Note 1 on Sheet 6A of
 the plans. Steel rebar must be used for all concrete sidewalk reinforcement.
- Please be advised that the plans will need to be presented to the City Council for approval of the proposed improvements in the City right-of-way prior to construction.

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

hdrinc.com



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

Sincerely,

HDR Engineering, Inc.

Aaron Croley, P.E., CFM

Maron Croby

Project Engineer

cc: Annette Arriaga - City of Piney Point Village

Kimberly Perez - City of Piney Point Village

MCImetro ACCESS TRANSMISSION SERVICES CORPORATION

OUTSIDE PLANT CONSTRUCTION FIBER OPTIC CABLE ROUTE

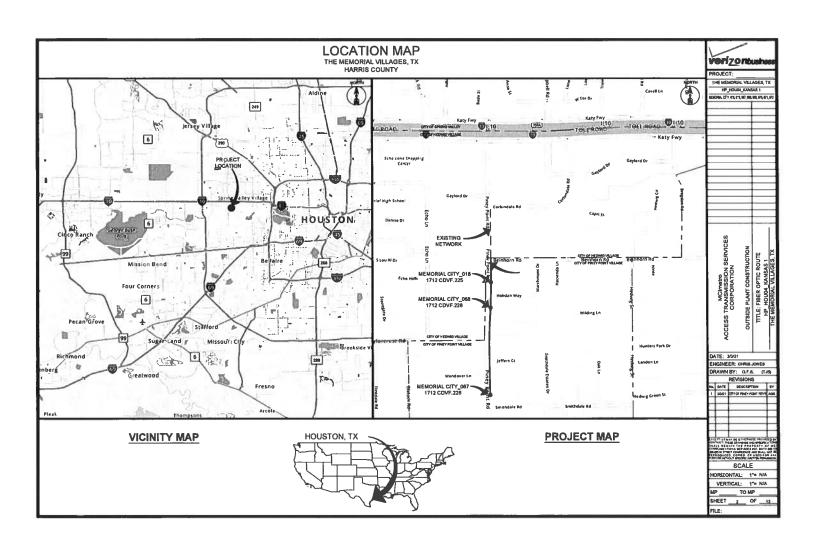
HP_HOU04_KANSAS_1 MEMORIAL CITY: 018, 019, 067, 068, 069, 070, 071, 072 PINEY POINT VILLAGE, TX

SITE CODE: HODATX

PROJECT STATUS: CONSTRUCTION

No Objections Taken

DATE: 3/3/21



CONTACT SHEET verizonbusi PROJECT: <u>MCI</u> **RAILROADS** CITY GOVERNMENT PROJECT ENGINEER MANAGER CHRIS JOHES OFFICE 281-001-3323 NOBR. E 713-639-7963 THE MEMORIAL VALAGES - SANITARY SEVER PROJECT COORDINATOR OUTSIDE PLANT CONSTRUCTION: PROJECT ENGINEER COUNTY GOVERNMENT OUTSIDE PLANT CONSTRUCTION TITLE: FIBER OPTIC ROUTE HP HOUGH KANSAS 1 THE MEMORIAL VILLAGES, TX UTILITIES STATE GOVERNMENT MOI UTILITY LOCATE 1-800-824-9875 1-800-545-8005 TEXAS ONE CALL SYSTEM (UTILITY LOCATES) ENGINEERING CONTRACTOR FEDERAL GOVERNMENT (916) 610-0014 (916) 610-0016 DATE: 3/9/21 ENGINEER: CHRUS JONES PRAYM BY: G.F.S. (T./S) REVISIONS 1 3001 DTTO PREV FOR 18/13 ASK JERRY JEFFRES, SR. PROJECT MANAGER LARRY STALCUP OFFICE. (918) 610-0014 CELL: (918) 633-2198 E-MAR. UF-ACU-POCULINI PAGE **OTHER**

GENERAL NOTES

GENERAL NOTES

- 1. VERIZON BUSINESS COMPRISES THE FOLLOWING OPERATING ENTITIES

 - MCI COMMUNICATIONS SERVICES, INC.
 MCI METRO COMMUNICATIONS SERVICES, INC
 MCI METRO ACCESS TRANSMISSION SERVICES
 OF VIRGINIA, INC.
 MCI METRO ACCESS TRANSMISSION SERVICES
 OF MASSACHUSETTS, INC.
 MCI METRO ACCESS TRANSMISSION SERVICES
 OF MASSACHUSETTS, INC.
 MCI METRO ACCESS TRANSMISSION SERVICES
- ALL WORK TO BE PERFORMED IN STRICT ACCORDANCE WITH THE APPLICABLE CODES OR REQUIREMENTS OF ANY REGULATING GOVERNMENTAL AGENCY, YERIZON BUSINESS AND THE RIGHT-OF-WAY GRANTOR.
- LOCATIONS OF SOME OF THE PHYSICAL FEATURES WERE OBTAINED FROM DATED RAILROAD EVALUATION MAPS OR OTHER DRAWINGS AND MAY NOT BE AS SHOWN OR DEPICTED ON THESE DRAWINGS.
- UNDERGROUND UTILITIES HAVE SEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARAL Y STACT THEREFORE, UTILITY LOCATIONS WILL BE VERRIED AT LEAST 100 FEET IN ADVANCE OF TRENCHING OR PLOMING, SO THAT CHANGES IN CASLE PLACEMENT CAN BE MADE IN THE EVENT OF CONFLICT.
- CONFLICT.

 ALL KNOWN BURED OBSTRUCTIONS ARE SHOWN ON THE CONSTRUCTION DRAWINGS ANY AND ALL OTHERS ENCOUNTERED ARE ALSO THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE, PROTECT AND REPARK IF DAMAGED.
- DAMAGED.

 ANY AND ALL IMPROVEMENTS, SUCH AS ASPHALT OR CONCRETE PAVEMENT, CURBS, GUTTERS, WALKS, DRAINGE DITCHES, EMBANKMENTS, SHRUBS, TREES, GRASS 50D, ETC., IF DAMAGED, SHALL BE RESTORED TO ORIGINAL CONDITION.
- EQUIPMENT TYPES SPECIFIED HEREIN (IE "BACKHOE", SWAMP PLOW" ETC.) ARE SUGGESTIONS ONLY AND ARE NOT INTENDED AS REQUIREMENTS. CONTRACTOR WILL BE NOTIFIED AS TO EXPECTATIONS.
- SHORING OF BORE PITS AND TRENCHES IN ACCORDANCE WITH OSHA REGULATIONS IS MANDATORY.
- BURED CABLE MARKERS WILL BE PLACED AT ALL UNDERGROUND UTLITY LOCATIONS AND ALL OTHER LOCATIONS IN ACCORDANCE WITH THE CONSTRUCTION DRIAWNESS AND THE OUTSIDE PLANT HANDBOOK.

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- 11. UNDERGROUND CONDUIT WILL BE PLACED AT 48" MINIMUM COVER UNLESS OTHERWISE SPECIFIED ON THE CONSTRUCTION DRAWINGS.

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MCI OUTSIDE PLANT FOCUS

FIBER OPTIC CABLE UNCOVERING SYSTEM

- THE TITLE OF THIS PROGRAM, FOCUS, AN ACRONYM FOR "FIBER OPTIC CABLE UNCOVERING <u>SYSTEM</u>" WAS SELECTED TO REMIND EVERYONE INVOLVED MITH WORKING NEAR MICTS ACTIVE FIBER OPTIC SYSTEMS TO FOCUS ON PROTECTION THE FACILITIES, IF, DURING THE COURSE OF THE PROJECT, YOU NOTICE ANY ACTIVITY WHICH MAY JEOPARDIZE THE MICL OSP FACILITIES, IT IS YOUR DUTY TO STOP THE WORK AND REF-CALCULATION.
- F.O.C.U.S. RULES MUST BE FOLLOWED ON ALL MCI PROJECTS INVOLVING WORK ON OR NEAR MCI OSP FACILITIES. SAFETY IS MCTS NUMBER ONE PRIORITY; EVERYONE MUST REFRAIN FROM UNSAFE AND IMPROPER PRACTICES.
- 3. REVIEW OF F.O.C.U.S. IS MANDATORY AT EVERY PRE-BID, PRE-CONSRUCTION SITE MEETING AND DAILY TAILGATE MEETING. F.O.C.U.S. DISCUSSION MUST INCLUDE SITE-SPECIFIC HISTORY, UNIQUE PROBLEMS FACILITY CONFIGURATIONS IT THAT MAY BEE RECOUNTERED, AND PAST ERRORS. "THOSE WHO DO NOT LEARN FROM HISTORY ARE DOOMED TO REPEAT IT." DO NOT LET THIS MAPPEN TO YOU.
- 4. ANY WORK NEAR OR REQUIRING HANDLING OF MCI OUTSIDE PLANT FACILITIES CAN ONLY BE PERFORMED WITH AN MCI EMPLOYEE OR CONTRACT REPRESENTATIVE PRESENT — THIS MEANS OUT OF HIS OR HER VEHICLE AND DIRECTLY MONITORING THE WORK. THE REPRESENTATIVE MUST HAVE A PROPERTY OPERATING CABLE LOCATOR CHECKED FOR ACCURACY EVERY DAY PRIOR TO COMMENCEMENT OF WORK (COMPARISON OF LINE AND DEPTH READINGS TO ACTUAL LINE AND DEPTH OF THE CABLE).
- 5. LOCATE AND POTHOLE REQUIREMENTS:
 - PRIOR TO ANY EXCAVATION. THE MCI EMPLOYEE OR CONTRACT REPRESENTATIVE MUST VERIFY THE
 INITIAL LOCATE MAINS COMPLETED BY MCI OPERATIONS. DO NOT TRUST LOCATE RESULTS
 COMPLETED BY OTHERS THE MCI OR CONTRACT REPRESENTATIVE MUST LOCATE THE CABLE
 RUNNING LINE BY MANGING AT LEAST ONE PASS IN EACH DIRECTION. LOCATE RESULTS MUST THEN BE
 COMPARED WITH PREVIOUS MARKS AND THE AS-BUILTS.
 - IF THE PROPOSED WORK INVOLVES DIGGING OR EXCAVATING WITHIN 3 FEET OF THE CABLE, THE
 CABLE ROUTE WILL BE MARKED CONTINUALLY WITH ORANGE PAINT AND SUPPLEMENTED BY
 MARKER FLASS PLACED EVERY 10 FT. THE EXCAVATION CONTRACTOR MUST POTHOLE (ALL
 POTHOLES MUST BE COMPLETED BY HAND DIGGING OR VACUUM EXCAVATION) A MINIMUM OF
 EVERY 15 FT., THEN EXPOSE THE ENTIRE LENGTH OF THE CABLE BY HAND DIGGING OR VACUUM
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 - EXCAVATION.

 IF THE PROPOSED WORK INVOLVES DISGING OR EXCAVATING WITHIN 5 FEET (BUT NOT CLOSER THAN 3 FEET) OF THE CASIE, THE CABLE ROUTE WILL BE MARKED CONTINUALLY WITH ORANGE PAINT AND SUPPLEMENTED BY MARKER FLAGS PLACED EVERY 10 FT. THE EXCAVATION CONTRACTOR MUST POTHOLE THE CABLE A MINIMUM OF EVERY 15 FT.
 - IF THE PROPOSED WORK INVOLVES DISIGING OR EXCAVATING WITHIN 5 FEET (BUT NOT CLOSER THAM 3 FEET) OF THE CABLE, THE CABLE ROUTE WILL BE MARKED CONTINUALLY WITH ORANGE PAINT AND SUPPLEMENTED BY MARKER FLASS PLACED EVERY 10 FT. THE EXCAVATION CONTRACTOR MUST POTHOLE THE CABLE A MINIMUM OF EVERY 15 FT.
 - THE CABLE WILL ALSO BE POTHOLED AT ANY CHANGE IN THE RUNNING LINE OF MORE THAN 1 FT. IN ANY DIRECTION, ANYTIME THE ACCURACY OF THE ELECTRONIC LOCATE IS QUESTIONED, OR THE MARKED RUNNING LINE DOES NOT MATCH THE AS-BUILTS.
- 6. EXPOSING REQUIREMENTS:
 - NO MECHANICAL EXCAVATION WITHIN 3 FT. OF OSP FACILITIES WILL BE ALLOWED UNLESS THE FACILITIES HAVE FIRST BEEN PROPERLY LOCATED, POTHOLED, POSITIVELY IDENTIFIED, CONTINUOUSLY EXPOSED BY HAND DIGGING OR VACUUM EXCAVATION, AND THE FACILITIES ARE CLEARLY VISIBLE.
 - IN ADDITION, MECHANICAL EXCAVATION WITHIN 3 FT. OF OSP FACILITIES REQUIRES ON-SITE PRIOR APPROVAL FROM MCIS EMPLOYEE OR CONTRACT REPRESENTATIVE.
- 7. PLEASE REFER TO THE LATEST EDITION OF THE MCI OSP HANDBOOK FOR ADDITIONAL DETAILS. KNOW IT AND FOLLOW IT.

MCI OUTSIDE PLANT CONSTRUCTION GENERAL REQUIREMENTS

- ALL FEDERAL, STATE AND LOCAL SAFETY REGULATIONS MUST BE FOLLOWED
 MATHOUT EXCEPTION
- PERSONAL PROTECTIVE EQUIPMENT APPROPRIATE FOR THE SPECIFIC WORK SITE SHALL BE USED AT ALL TIMES. AT A MINIMUM, HARD HAT, SAFETY SHOES/STEEL-TOED BOOTS, AND FLORESCENT ORANGE OR GREEN WORK VEST ARE REQUIRED UPON ENTERING ANY MCI WORK SITE.
- USE OF INTOXICANTS, DRUGS, INHALANTS OR ANY OTHER SUBSTANCES THAT MAY IMPAIR ALERTNESS ARE STRICTLY PROHIBITED.
- CONTRACTORS ARE NOT ALLOWED TO CUIT ANY CABLE. CABLES SCHEDULED FOR REMOVAL WILL BE CUIT BY MCI OPERATIONS PERSONNEL, AND ONLY AFTER VERIFICATION THAT ALL TRAFFIC HAS BEEN OFF-LOADED.
- EXTREME CAUTION MUST BE USED AT ALL TIMES WHEN WORKING ON OR NEAR ACTIVE CABLES. AN MCI EMPLOYEE OR CONTRACT REPRESENTATIVE MUST APPROVE AND BE PRESENT PRIOR TO AND DURING ALL CABLE HANDLING ACTIVITIES.
- * TOOLS AND EQUIPMENT SPECIFICALLY DESIGNED FOR THE JOB AT HAND ARE REQUIRED. USE THE PROPER TOOL FOR THE JOB.
- CONDUIT WORK INVOLVING ACTIVE CABLES REQUIRES SPECIALIZED TOOLS SPECIFICALLY DESIGNED TO ACCESS DUCTS WITH ACTIVE CABLES,
- PROTECTING MCI FACILITIES IS EXTREMELY IMPORTANT; HOWEVER, SAFETY REGARDING YOURSELF AND OTHERS IS THE MOST IMPORTANT PART OF ANY PROJECT.

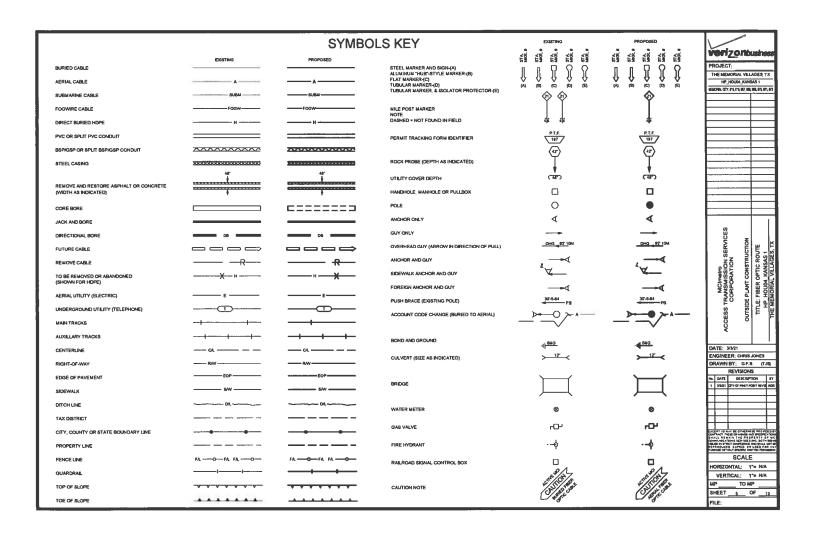
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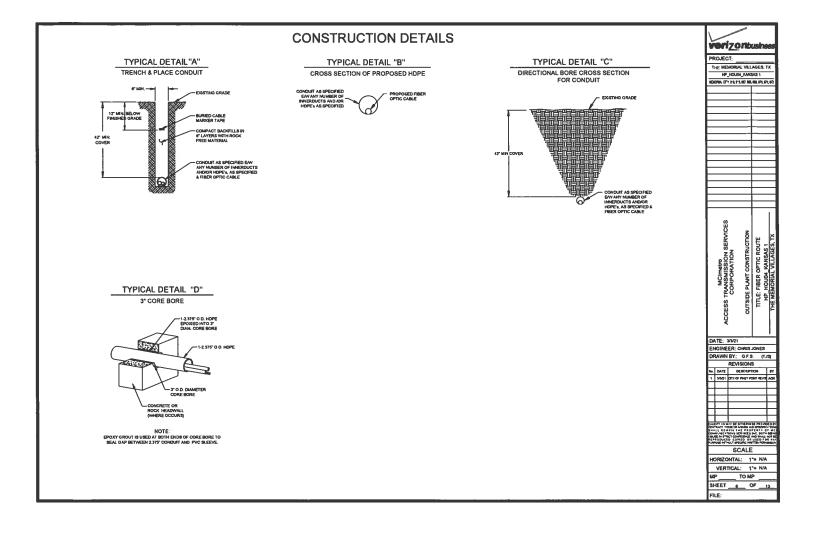
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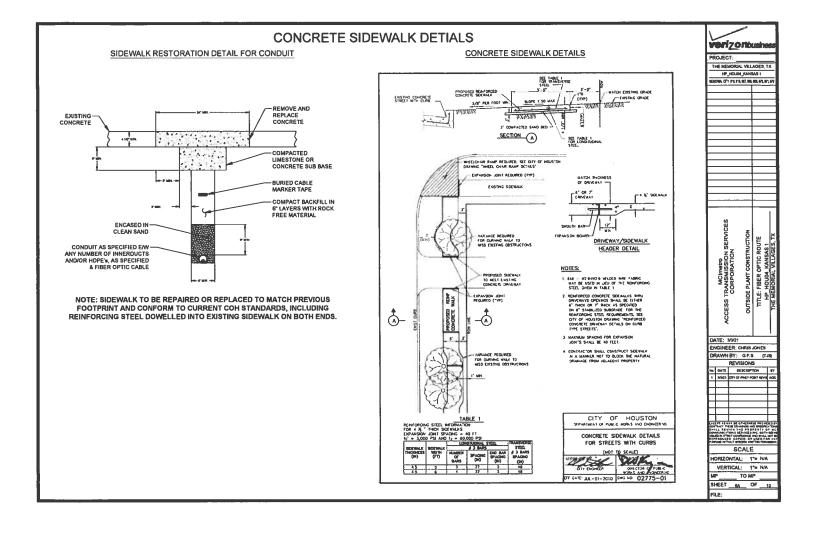
CLARIFICATION SUMMARY SHEET PROJECT SPECIFIC

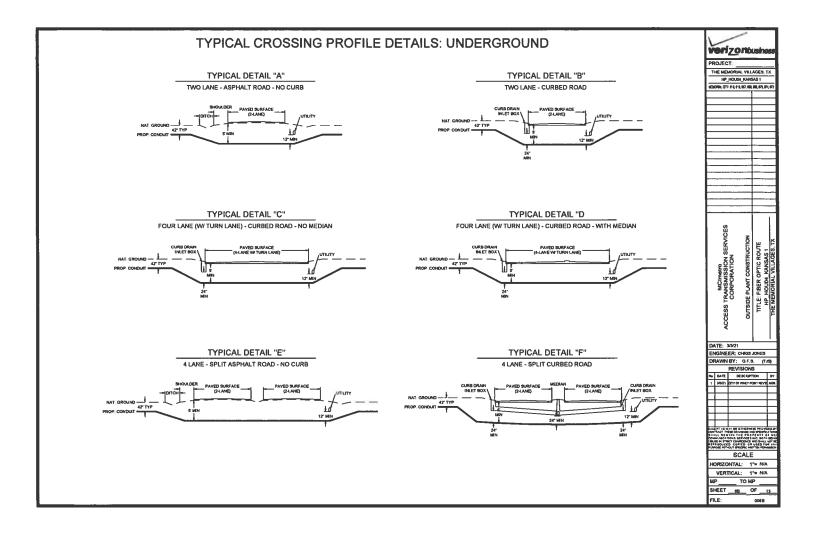
PROJECT CLARIFICATION SUMMARY		
DESCRIPTION	QUANTITY	UNIT
PLACE 24'X35'X24" HANDHOLE	2	EA
PLACE 30"x60"x30" HANDHOLE	7	EA
PLACE 1-2" HDPE CONDUIT	5718	LF
PULL 1-432F CABLE (INCLUDES 4800' IN NEW CONDUIT & 800' OF SLACK IN COILS) 5600		LF
(500) MF12 TERMINAL & TAIL (INCLUDES 318' IN NEW CONDUIT) 8		EA
(1000) MF12 TERMINAL & TAIL (INCLUDES 730' IN NEW CONDUIT)	1	EA

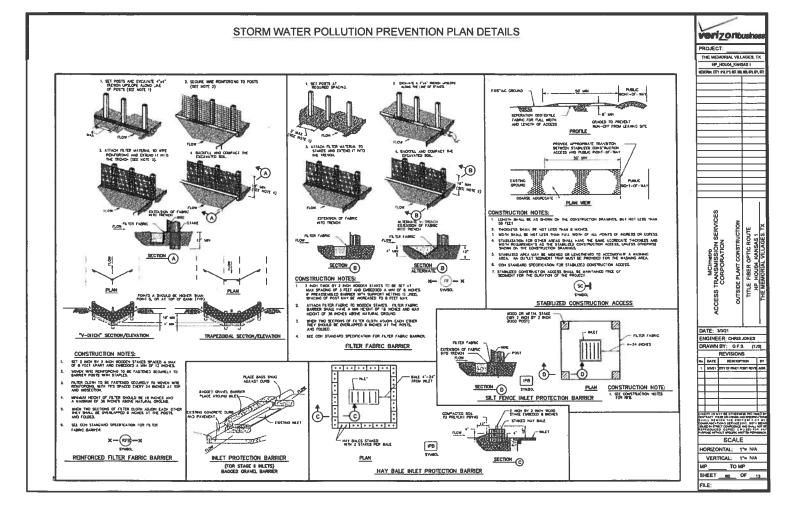
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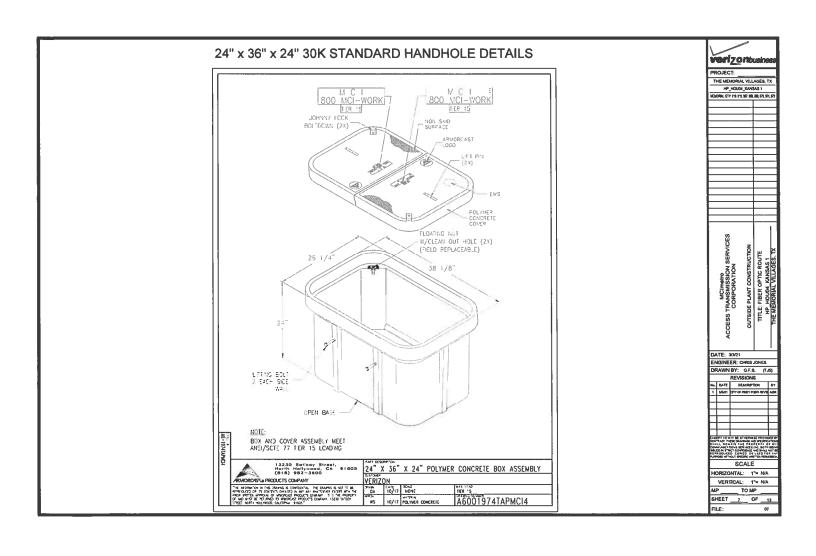


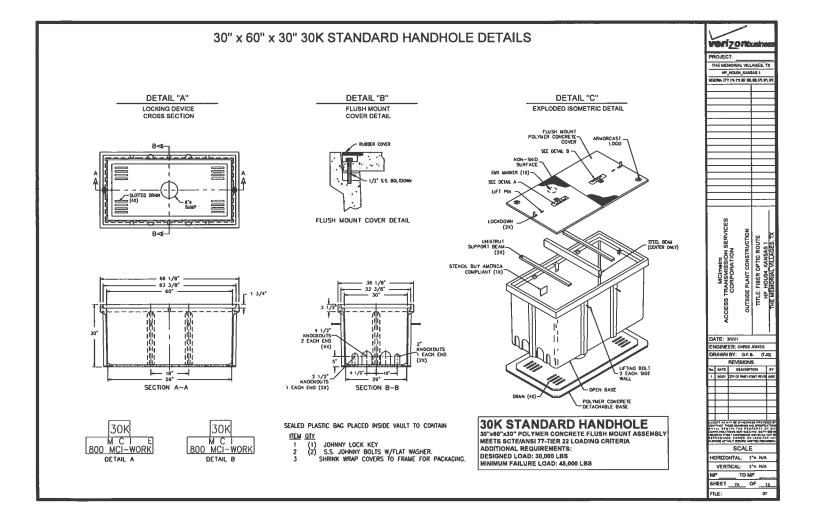


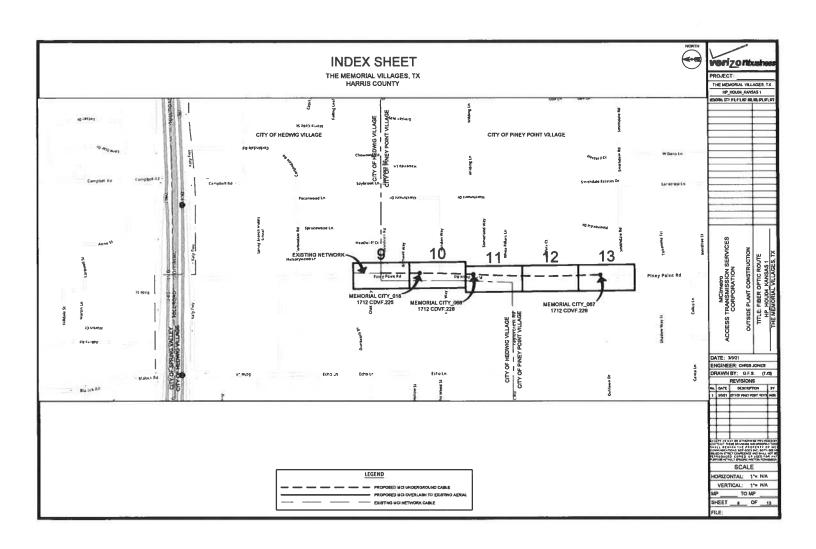


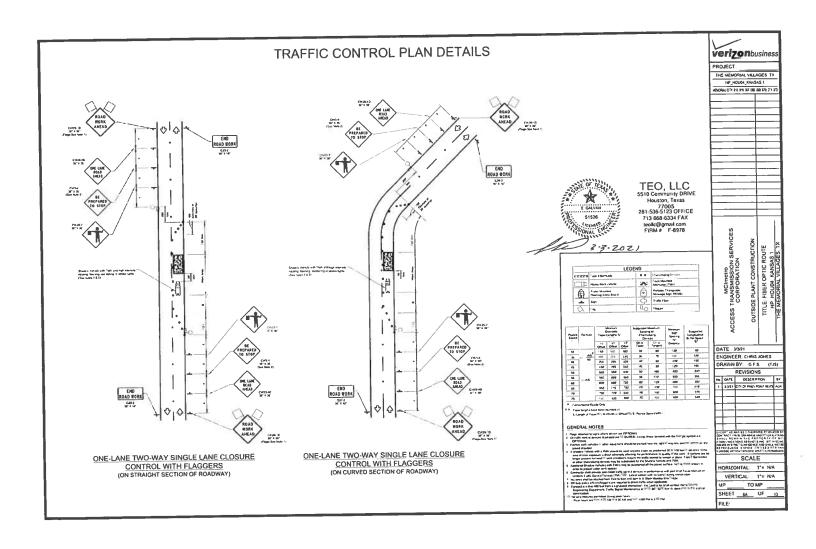


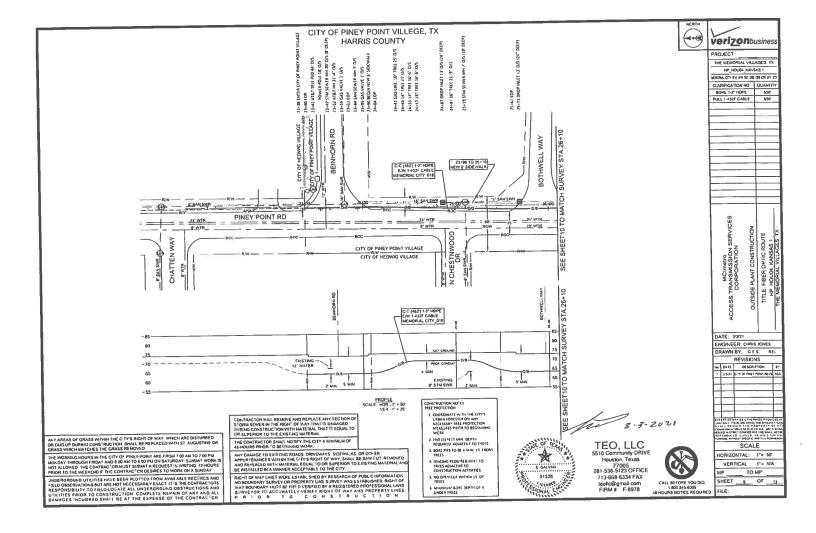


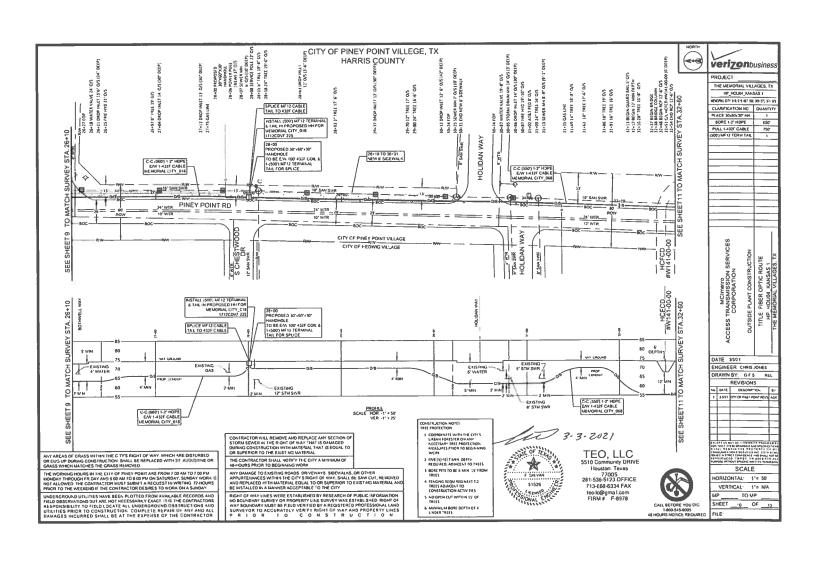


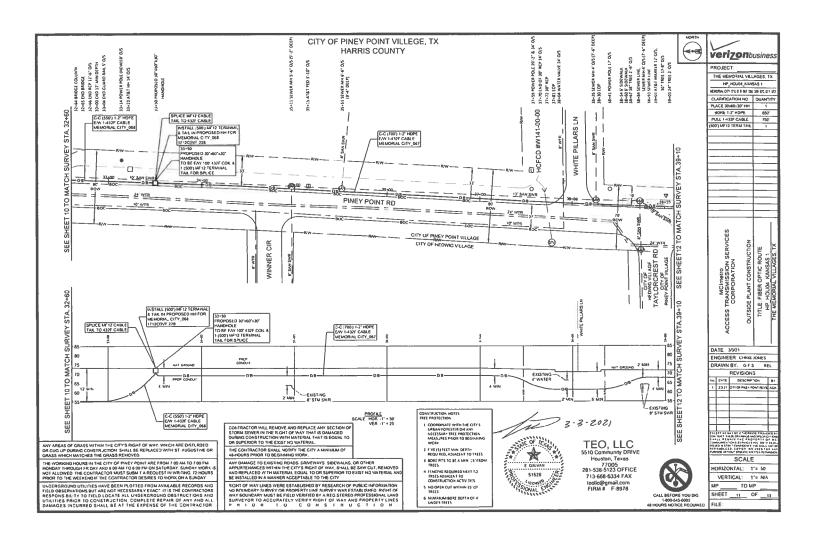


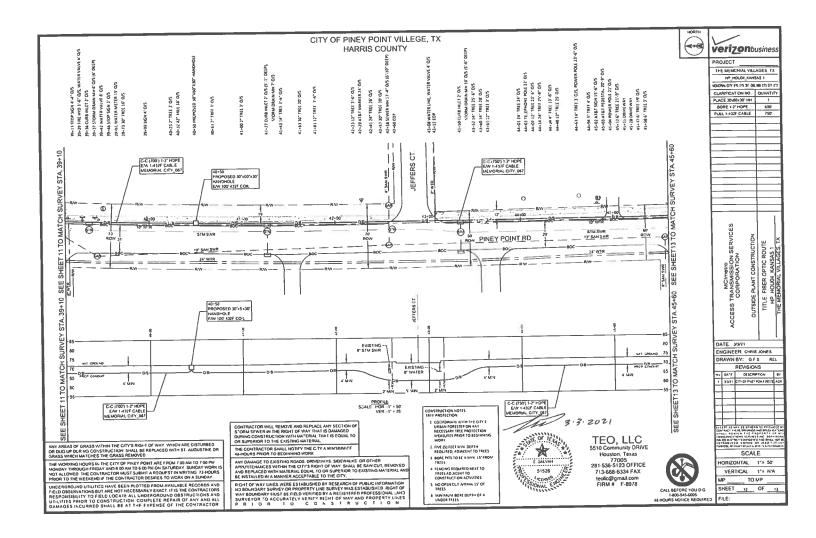


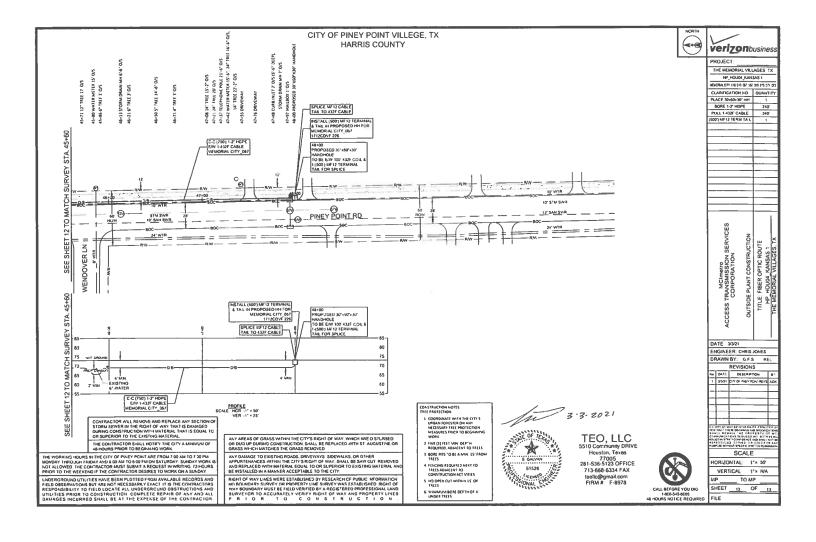














Council Agenda Item Cover Memo

1/24/2022 Date of Meeting

To: Mayor and City Council

Agenda Item:

Discuss and take possible action on a proposal for professional engineering services for the Tokeneke and Country Squires Improvements Project.

SUMMARY/BACKGROUND (WHY): Council previously requested that HDR prepare a proposal for professional engineering services for drainage and paving improvements on Tokeneke Trail, North Country Squire, and South Country Squire. Attached is a proposal for design, bidding, and construction phase services for the project.

STAFF RECOMMENDATION:		
ESTIMATED COST: See Attachment	FUNDING SOURCE:	
CURRENT BUDGETED ITEM: YES _ NO _	EMERGENCY REQUEST: YES NO \underline{X}	

PREPARED BY: Joe Moore

ATTACHMENTS: Yes



January 18, 2022

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

Re: Proposal for Professional Engineering Services
Design, Bid, and Construction Phase Services for

the Tokeneke Trail and Country Squires Improvement Project

City of Piney Point Village

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

GENERAL OVERVIEW:

This proposal provides a description of the engineering services required for the drainage improvements on Tokeneke Trail and paving improvements on North and South Country Squire in the City of Piney Point Village. The following of a general overview of each location included in the project and the issues that are anticipated to be addressed as part of this project:

PROJECT UNDERSTANDING:

Tokeneke Lane

Currently the drainage system on Tokeneke Trail consists of a combination of open ditches with driveway culverts and closed storm sewer pipes. The approximate western third of the street drains to North Piney Point Road while approximate eastern two thirds of the street drains to the cul-de-sac and into an open ditch that is located in a 20-foot drainage easement on the shared property line of #1 and #2 Tokeneke. The ditch and drainage easement turn south at the eastern property line of #1 Tokeneke continuing south where it outfalls into a Type E Inlet and 30-inch storm sewer pipe near the south property line of #1 Tokeneke and 11302 Innisfree Street. The Type E Inlet and 30-inch storm sewer pipe were installed during the construction of the Claymore and Smithdale Roadway Improvements Project, are sized to accommodate a City of Houston 2-year storm event from approximately two-thirds of Tokeneke Trail, and are set at adequate depth for extension of the storm sewer onto Tokeneke Trail.

Residents on Lanecrest Lane who's backyards are directly adjacent to the ditch at #1 Tokeneke approached Council expressing concern of flooding from sheet flow produced

on Tokeneke when the Type E Inlet is clogged with debris. City Council request that HDR obtain survey and investigate the existing conditions of the drainage system on Tokeneke Trail. HDR noted several deficiencies in the existing drainage system along the street to include misaligned and reverse grade storm sewer pipes and driveway culverts.

The resident at #2 Tokeneke approached City Council in favor of installing storm sewer in the ditch along the shared property line of #1 and #2 Tokeneke Trail and expressed interest in and willingness to cost share with the City for extending the storm sewer in the right-of-way in front of #2 Tokeneke the replace the existing open ditch and driveway culvert system. This improvement would also eliminate existing driveway culverts that are reverse grade and set higher than storm sewer located upstream at #4 Tokeneke.

The storm sewer at #4 Tokeneke is lower than downstream culverts and set with a reverse grade. Per Council direction, HDR approached the developer at #4 Tokeneke about the City removing the deficient storm sewer pipe and installation of a ditch. The developer did not wish to have a ditch installed along #4 Tokeneke and expressed a willingness to cost share with the City for extension of the storm sewer in the right-of-way in front of #4 Tokeneke to replace the deficient pipe.

In summary, it is our understanding that the proposed drainage improvements on Tokeneke Trail include installation of storm sewer within the existing drainage easement starting at the Type E Inlet near the shared property line of #1 and 11302 Innisfree, continuing north before turning west at the shared property line of #1 and #2 Tokeneke Trail, then continuing in the right-of-way in front of #2 and #4 Tokeneke Trail.

South Country Squire

There are several locations on South Country Squire where there severe cracking, potholes, and faulting in the concrete pavement resulting in poor rideability and ponding. Additionally, it was observed that the west end of the street appears to have flat or reverse grading. Per Council direction, HDR obtained survey on approximately 900-foot of the western portion of the street. The survey demonstrated that if reconstructed, the cul-desac could be raised to obtain proper gutter line slopes. HDR met with City Council on South Country Squire to discuss the pavement issues and recommended limits of pavement replacement which include replacement of the cul-de-sac and concrete panels in front of 11135/11140 South Country Squire. Council also selected two additional panels to be replaced on South Country Squire.

North Country Squire

City Council also met with HDR on North Country Squire to discuss two concrete panels with severe cracking and potholes in front of 11115 North Country Squire. This project includes the replacement of two concrete panels and curb at this location. No storm sewer improvements are included in the current scope of work.

The engineer's opinion of probable construction costs for the above described project is \$405,280.

SCOPE OF SERVICES

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

I. DESIGN PHASE SERVICES

A. Basic Design Phase Services

- Hold a "kick-off" meeting with City staff to finalize the requirements for the project.
- Review available historical information (record drawings, reports/studies, GIS data, etc.)
- Research and gather information on private utilities (i.e. gas, electrical, telephone, pipelines, etc.) along the project alignment.
- Prepare drainage area map based on previously identified drainage areas.
- Prepare hydraulic calculations for the plan set.
- Prepare plan cover sheet, general notes, survey control, project layout, 90% plan/profile drawings, and detail sheets.
- Develop typical cross-section, street grade lines, and street elevations for the South Country Squire cul-de-sac.
- Prepare contract documents and specifications.
- Coordinate with the Memorial Villages Water Authority (M.V.W.A.) during the design process and provide draft documents for review and comment. Incorporate appropriate comments with the final bid documents.
- Submit 90% plans to private utility companies for review and incorporate utility company markups in the final bid documents.
- Assist the City in obtaining and/or securing approvals required public and private utilities affected by this project. This assistance will involve the usual and expected coordination for the approval process. When the process

involves work beyond the expected, such as; special submittals, additional designs, appearances at special meetings, coordination of utility/pipeline excavation efforts, permitting applications, etc., such work falls under the Additional Services portion of this proposal. All permit fees will be the responsibility of the City of Piney Point Village.

- Prepare an engineer's opinion of probable construction costs to reflect the 90% design.
- Provide a set of 90% plans and specifications to the City for their review and comment.
- Prepare contract documents including plans, specifications, and bidding documents associated with the design and the project addressing City comments from the 90% review for bidding.
- Provide a set of Contract Documents to the City.
- A presentation of the design plans or public meeting with residents is not included in this scope of services. If the City determines that a public meeting is warranted, HDR will perform such services under the existing on-going contract with the City

B. Special Services

1. Urban Forestry Services

 HDR will coordinate the proposed improvement and provide design plans to the City Urban Forester for evaluation on the proposed improvements on existing trees and to obtain recommendations for tree protection during construction.

2. Traffic Control Plan

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

3. Storm Water Pollution Protection Plan

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

4. Reimbursable Expenses

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

II. BID PHASE SERVICES

A. Basic Services

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

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

III. CONSTRUCTION PHASE SERVICES

A. Basic Services – Construction Management

- Act as the City's Project Representative during the construction phase.
- Review and respond accordingly to submittals as required by the contract specifications.

- Respond to RFI's and prepare change orders necessitated by field conditions.
- Review the contractor's pay estimates, evaluate the completion of work, and make payment recommendations to the City.
- Visit the site periodically to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the contract documents. Site representation (construction observation) is not included as part of the Basic Services for Construction Management. Site representation is included in the Construction Phase -Special Services.
- HDR will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). HDR's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but HDR will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits HDR shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a final review of the Project and make a recommendation for Final Payment on the Project.
- Engineer shall provide the City one electronic copy of record plans based on the drawings provided to the Engineer by the Contractor(s).
- A public meeting with residents is not included in this scope of services.
 If the City determines that a public meeting is warranted, HDR will perform such services under the existing on-going contract with the City.
- HDR anticipates that construction will take approximately three (3) months to complete and has therefore based the lump sum fee on a level of effort to complete the above tasks for this duration.

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

1. Material Testing

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

2. Part-Time Site Representation Services

- Provide one construction observer (on-site representative) to observe the daily progress of construction activities and to assist in the interpretation of plans and specifications. The estimated construction duration for the project will be three (3) months. The on-site representative will be on site an average of 10 hours a week for the project.
- Provide support to the on-site representative through supervisory and administrative services.
- Provide engineering and technical office personnel support throughout construction. This is to attend project progress meetings, provide on-site support to address Contractor's questions, resident's concerns and conflict issues.
- In the event of rain days where construction may be hindered or stopped, the representative will be on-site long enough to verify that inclement weather has occurred and the associated impact on the Contractor and construction.
- The on-site representative shall maintain daily reports.
- The on-site representative will coordinate with the Contractor's representative to estimate quantities installed on the project. The on-site representative will review the Contractor's quantity measurements prior to HDR's project manager processing the Contractor's periodic monthly payment request.
- The on-site representative will aid in the coordination of activities of the testing laboratory.
- The on-site representative will coordinate with the City and the Contractor for construction scheduling, resident notification, and complaints.

- The on-site representative will assist in the performance of a final inspection, the preparation of a punch list and subsequent follow up reviews.
- The on-site representative will assemble and maintain notes, comments, sketches, and supporting data related to the project in order to assist in the preparation of record drawings.
- HDR will process daily reports and other administrative office duties.
- HDR will track and document costs associated with the work.
- The on-site representative will be provided in an effort to aid in the process of observing performance of work of the Contractor(s). Through more extensive on-site observations of the work in progress, HDR shall endeavor to provide further protection for the City against defects and deficiencies in the work of the contractor(s); but the furnishing of such on-site representative will not make HDR responsible for construction means, methods, techniques, sequences or procedures or safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.

ADDITIONAL SERVICES

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

- contract time, (4) acceleration of the progress schedule involving services beyond normal working hours and (5) default of Contractor.
- HDR will endeavor to appraise the City of any potential additional or extended services that may result from the above listed items, prior to HDR's expenditure of time on such services. As previously noted, any such extended or additional services shall only be performed when directed by the City to HDR.

FEE SCHEDULE

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

Tokeneke & Country Squires Improvements Project	Total Fees
Design Phase (Lump Sum)	\$ 38,050.00
Bid Phase (Lump Sum)	\$ 6,650.00
Construction Management (Lump Sum)	\$ 23,850.00
Traffic Control (Lump Sum)	\$ 950.00
Storm Water Pollution Protection Plan (Lump Sum)	\$ 1,070.00
Part-Time Site Observation (Not to Exceed) -Time & Materials	\$ 20,750.00
*Construction Material Testing (Not to Exceed) -subconsultants cost plus 10%	\$ 5,000.00
Tokeneke & Country Squires Improvements Project	\$ 96,320.00

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

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

Total Opinion of Probable Project Cost	\$ 501,600.00
Observation Fees	\$ 20,750.00
Subconsultants	\$ 5,000.00
Engineering	\$ 70,570.00
Construction	\$ 405,280.00

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

SCHEDULE

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

INVOICES

Sincerely

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

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

HDR ENGINEERING, INC.	Acceptance: City of Piney Point Village, Texas
Sol Cht	By:
David Weston	
Vice President/Area Manager	Date:

Council Agenda Item Cover Memo

1/24/2022 Date of Meeting

To: Mayor and City Council

Agenda Item:

Discuss and take possible action on the Engineer's Report

SUMMARY/BACKGROUND (WHY): The City has requested that updates to current projects be summarized in an Engineer's Report. The Engineer's Report for this month includes updates to the Wilding Lane Project, other various maintenance projects, and future projects.

STAFF RECOMMENDATION:	
ESTIMATED COST: N/A	FUNDING SOURCE:
CURRENT BUDGETED ITEM: YES NO	EMERGENCY REQUEST: YES NO X

PREPARED BY: Joe Moore

ATTACHMENTS: Yes

Engineer's Status Report

City of Piney Point Village
HDR Engineering, Inc.
City Council Meeting Date: January 24, 2022
Submit to City: January 19, 2022

CURRENT PROJECTS

1. Wilding Lane Drainage & Paving Improvements Project

The Contractor has repaired the damaged pavement base and subgrade located in portions of Phase 2 and has been working to repair any damaged driveways that were not replaced as part of the construction project. The Contractor scheduled the HMAC overlay for January $19^{th} - 20^{th}$ but has postponed the planned work due to inclement weather forecast. HDR has requested the reschedule date and will share that with the City upon receipt. Once begun, the Contractor anticipates installing all asphalt within a 2-3 day timeframe.

After HMAC overlay installation the Contractor will work to regrade the right-of-way and install sod. HDR will schedule a final walkthrough with the Contractor after this has been completed and prepare a punchlist from the walkthrough.

Per Council direction, Olson & Olson drafted an agreement to be completed by six residents on Wilding Lane who have requested that the City not lay HMAC overlay in the two-foot wide parking pad in front of their home. The agreement states that the resident will install and maintain a gravel parking pad at their own cost. The agreement is included in a separate agenda item for review and possible action.

2. Maintenance Projects

On Par Civil Construction has completed the maintenance project including additional work. Final invoices for the work have been submit to the City for review and payment. As discussed in the January engineering meeting, the sinkhole that appeared on Smithdale Estates will not be completed as part of this maintenance project. HDR will include the appropriate repair on the next upcoming maintenance project.

3. 96-inch CMP on S. Piney Point Road

The surveyor has completed the survey and HDR anticipates receiving this data any day. Upon receipt, HDR will draw the project background drawings in preparation of a preliminary design. The geotechnical engineer was on-site Wednesday, January 19th, to complete geotechnical borings. HDR is currently updating the models with the ATLAS 14 rainfall data.

4. Piney Point Circle - Additional Easements

As discussed in the January engineering meeting, survey was obtained on 11302 and 11303 Piney Point Circle as well as 11410 Memorial Drive in attempt to locate the existing 24-inch storm sewer pipe in relation to existing property lines so that easements could be delineated and obtained. It appears that the storm sewer pipe is located in the backyard of 11302 as believed, but it appears to turn to the east while in the backyard of 11303 Piney Point Circle and was not located on the southern half of 11303 Piney Point Circle nor 11410 Memorial Drive. The data collected from survey indicates that the storm sewer may be located on the

western property lines of 11406 and 11408 Memorial Drive. HDR will coordinate with the homeowners of those two properties in attempt to locate the storm sewer.

5. Lacewood Lane Ditch Grading

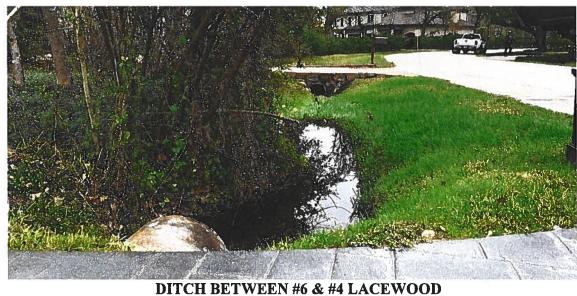
At the January engineering meeting HDR discussed resident complaints of standing water in the ditch in front of #8 and #6 Lacewood Lane and high points located in the ditch, specifically in front of #6 and #4 Tokeneke. The ditch was last regraded in 2013. City Council requested that HDR obtain quotes to regrade the ditch. No driveway culverts resets will be included at this time. HDR will bring received quotes to the February City Council meeting for discussion and possible action.



DITCH BETWEEN #8 & #6 LACEWOOD



DITCH AT #6 LACEWOOD



FUTURE PROJECTS

6. Windermere

Per Council request, HDR sent the expired ILA to David Olson along with engineering contact information. The City of Houston's project manager has also reached out to HDR to schedule a meeting to discuss the project's path forward. No date has been set at this time but HDR will continue to project updates as this project develops.

7. Tokeneke & Country Squires Improvements Project

At the December Engineering Meeting City Council requested that HDR prepare a proposal for professional engineering design, bid, and construction management phase services to prepare plans and bid the concrete point repairs on the County Squires and drainage improvements on Tokeneke. HDR has included a proposal for professional engineering services on a separate agenda item for consideration and possible action.

8. Memorial Drive Elementary Rebuild

The City, SBISD, SBISD architecture and engineering consultants, HDR, and Councilman Dodds recently met to discuss the planned rebuild of Memorial Drive Elementary (MDE). The meeting agenda generally included SBISD's project timeline, projects previously completed by SBISD, site specific discussion, the City's building requirements, and City's interest in possible detention on the MDE property. HDR previously sent meeting minutes with more detail to City Council.

The anticipated re-construction schedule for the school is as follows:

- o Design Begin Jan. 2022 1 year duration
- o Construction Begin Jan. 2023 18-month duration
- o Students to be in south transition campus until August 2024
- Project Advisory Board Comprised of representatives from the Village November/December 2021

Annette has begun meeting with SBISD's representatives in order to start the platting and permitting process if efforts to meet the timeline has described above.

9. Maintenance Items

Jose Gomez notified HDR of several locations of concern around the City to include a curb inlet top on Kensington Court, ditch undermining the pavement on Radney Circle, and a sinkhole on Blalock Road near Habersham. HDR will add the Smithdale Estates sinkhole to this list and evaluate the other locations. Future discussions on the required repairs will be included on an engineering meeting agenda.

MINUTES THE CITY OF PINEY POINT VILLAGE SPECIAL COUNCIL MEETING MONDAY, DECEMBER 20, 2021

THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE MET IN A SPECIAL COUNCIL MEETING ON MONDAY, DECEMBER 20, 2021, AT 6:30 P.M. AT CITY HALL, 7676 WOODWAY, SUITE 300, HOUSTON, TEXAS, TO DISCUSS THE AGENDA ITEMS LISTED BELOW.

Council Members Present: Mayor Pro Tem Joel Bender, Dale Dodds, Michael

Herminghaus, Henry Kollenberg, Brian Thompson

Absent: Mayor Mark Kobelan

City Staff: Karen Farris, City Secretary, David Olson, City Attorney, Joe Moore, City

Engineer

Declaration of Quorum and call to order

Mayor Pro Tem Bender called the meeting to order at 6:30 p.m.

Pledge of Allegiance

CITIZENS WISHING TO ADDRESS COUNCIL: At this time, any person with city-related business may speak to the Council. In compliance with the Texas Open Meetings Act, if a member of the public comments or inquires about a subject that is not specifi8cally identified on the agenda, a member of Council or a Staff Member may only respond by giving a statement of specific factual information or by reciting existing policy. The City Council may not deliberate or vote on the non-agenda matter. Citizens present:

- Resident of 11402 Quail Hollow Ln. was present to comment on replacing an existing fence.
- Resident of 11213 Wilding Lane was present to comment on parking pads.

City Council Agenda:

- 1. Public Hearing on a proposed Ordinance amending Section 74-123 of Division 4 of Article II of Chapter 74, establishing when specific use permits are required. Mayor Pro Tem Bender opened the Public Hearing for discussion at 6:34 p.m. The purpose of the amendment was discussed. Mayor Pro Tem Bender closed the Public Hearing at 6:36 p.m.
- Discussed and considered possible action on Ordinance No. 2021.12.20, amending Section 74-123 of Division 4 of Article II of Chapter 74 of the Code of Ordinances. Council Member Kollenberg made a motion to adopt Ordinance No. 2021.12.20 amending Section 74-123 of Division 4 of Article II of Chapter 74 of the Code of Ordinances. Council Member Herminghaus seconded the motion and it passed unanimously.

- 3. Discussed the Memorial Villages Police Department monthly report. Chief Schultz provided the report for the month of November.
- 4. Discussed and considered possible action on the Village Fire Department monthly report. Commissioner Nash provided the report for the month of November.
- 5. Discussed and considered possible action on an agreement with Cypress Creek Mosquito Control, Inc. The terms of the agreement will be for three years starting January 1, 2022 and ending on December 31, 2024. Spraying will commence the week of March 15th and ending the week of November 15th. Council Member Herminghaus made a motion to approve the agreement with Cypress Creek Mosquito Control, Inc. Council Member Thompson seconded the motion and it passed unanimously.
- 6. Discussed and considered action on Ordinance No. 2021.12.20.1 establishing regular City Council Meeting dates for 2022. The November 28, 2022, Regular Council Meeting will be moved to November 21, 2022. The December 26, 2022, Regular Council Meeting will be moved to December 19, 2022. Council Member Herminghaus made a motion to approve Ordinance No. 2021.12.20.1 establishing regular City Council Meeting dates for 2022 with the change reflected for the November 2022, and December 2022, City Council Meetings. Council Member Thompson seconded the motion and it passed unanimously.
- 7. Discussed and considered action on approving proposed Holidays for 2022. There were 2 typographical errors on the schedule. The observed Thanksgiving Day is November 24th. The New Year's Day January 1, 2023 date was deleted since it is for the next year.
- 8. Discussed the Mayor's Monthly Report.
 - Update on Moody's issuer rating this was tabled due to Mayor's absence. An
 update was provided by Mayor Pro Tem Bender. Mayor had discussions with
 financial advisor, and it was determined that maintaining the Moody's issuer
 rating was not needed.
- 9. Discussion regarding the City Administrator's Monthly Report, including but not limited to:
 - November 2021 Financials
- 10. Discussion and considered action on the Public Management Proposal associated with the American Rescue Plan Act, Coronavirus Local Fiscal Recovery Fund. This item was tabled and will be on the January agenda. Council Member Herminghaus volunteered his services to negotiate the Public Management Proposal in close coordination with the Mayor.
- 11. Discussed and considered action on a proposal for professional survey services for the Piney Point Circle easements. Council had requested that HDR obtain a proposal for survey on an existing storm sewer and potential drainage easement along the side yards and backyards of 11302 and 11303 Piney Point Circle and then 11410 Memorial Drive to identify the location of the existing storm sewer in

- relation to the property lines so that an easement size can be determined. Council Member Dodds made a motion to accept the proposal from MBCO for \$9,695. Council Member Herminghaus seconded the motion and it passed unanimously.
- 12. Discussed and considered action on the Wilding Lane Parking Pads. Council had requested that HDR present one alternative option, to asphalt parking pads between driveways on Wilding Lane, for the lots that had gravel prior to construction. The alternative would allow installation of 2-feet of gravel in-lieu of the 2-foot-wide asphalt to serve as a parking pad. Council Member Herminghaus made a motion to change the contract with the contractor to allow the 5 lots identified by the City Engineer to install gravel at the resident's expense, and the resident, in writing, promises to maintain the gravel parking pad. Council Member Kollenberg seconded the motion and it passed unanimously.

Agenda Item #15 was moved up.

- 15. Discussion regarding replacing existing fences. Council Member Thompson made a motion to send Ordinance No. 2021.04.13.A establishing regulations for fences, back to the Planning & Zoning Commission for replacement of fences, moving height from 6 feet to a maximum of 8 feet. Council Member Bender seconded the motion and it passed by a vote of 3 in favor of, and 2 against.
- 13. Discussed and considered a change order for the 2021 Maintenance Project to include Wickwood and Memorial point repairs. Council had previously requested HDR investigate and obtain costs for adding two additional full depth concrete point repairs on Wickwood and on Memorial Drive. Council Member Dodds made a motion to approve the change order for the 2021 Maintenance Project to include Wickwood and Memorial point repairs at a cost of \$12,500. Council Member Herminghaus seconded the motion and it passed unanimously.
- 14. Discussion and considered action on the Engineer's Report. The City of Houston contacted HDR about the status of the Windermere Project. The City of Houston anticipates rebidding the project in the spring. The City of Houston also noted that the Interlocal Agreement has expired, and a new agreement will need to be processed. City Council requested the City Engineer and the City Attorney request money paid by the City of Piney Point Village to the City of Houston for the Windermere Project be returned to the City of Piney Point Village.
- Discussed and considered approval of the Minutes for the November 15, 2021, November 22, 2021, and December 6, 2022, Special Council Meetings. Council Member Herminghaus made a motion to approve the Minutes for the November 15, 2021 Special Council Meeting, the November 22, 2021, Special Council Meeting, and the December 6, 2021, Special Council Meeting. Council Member Dodds seconded the motion and it passed unanimously.
- 17. Discuss and consider possible action on any future agenda items, meeting dates, etc.
 - Public Management Proposal associated with the American Rescue Plan Act, Coronavirus Local Fiscal Recovery Fund

- City of Houston Windermere Project
- 18. **Executive Session**: The City Council adjourned into closed executive session pursuant to Section 551.071 of the Texas Government Code (Consultation with Attorney), and pursuant to Section 551.074 of the Texas Government Code (Personnel), specifically to deliberate the appointment, evaluation, reassignment, duties, discipline, or dismissal of the City Administrator. Council adjourned into a closed session at 7:43 p.m. Council reconvened into an open session at 7:52 p.m.
- 19. Discussed and considered action on the City Administrator Employment Agreement. Council Member Bender made a motion to approve the City Administrator Employment Agreement. Council Member Dodds seconded the motion and it passed unanimously. Mayor Pro Tem Bender was authorized to execute the City Administrator Employment Agreement in the absence of Mayor Kobelan.
- 20. Discussed and considered action on other items discussed in Executive Session. There was nothing else discussed.

21. Adjourn

Council Member Dodds made a motion to adjourn. Council Member Herminghaus seconded the motion and it passed unanimously. The meeting adjourned at 7:55 p.m.

PASSED AND APPROVED this 24th day of January 2022.

Mark Kobelan Mayor	_
	Karen Farris Citv Secretarv