

**CITY OF PINEY POINT VILLAGE
CITY COUNCIL**

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



**CITY HALL
7660 WOODWAY DRIVE SUITE 460
HOUSTON, TEXAS 77063**

Robert Pennington, City Administrator
David Olson, City Attorney

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

**THE CITY OF PINEY POINT VILLAGE
REGULAR COUNCIL MEETING AND WORKSHOP
MONDAY, APRIL 28, 2025
7:00 PM**

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE WILL HOLD A REGULAR COUNCIL MEETING AND WORKSHOP ON MONDAY, APRIL 28, 2025, AT 7:00 P.M. LOCATED AT 7660 WOODWAY DR. SUITE 460, HOUSTON, TEXAS 77063, TO DISCUSS THE AGENDA ITEMS LISTED BELOW.

I. DECLARATION OF QUORUM AND CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

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

IV. NEW BUSINESS

- 1.** Consideration and possible action on approval of the Council Meeting Minutes held on March 24, 2025.
- 2.** Consideration and possible action regarding the Memorial Villages Police Department.
 - a) Update on activities.
 - b) MVPD Budget Amendment 2025.01.
 - c) MVPD FY26 Budget.
 - d) MVPD 2024 Review of Services and FY24 Budget Equitable Funding Review.
 - e) MVPD Vehicle Inventory List.
- 3.** Consideration and possible action regarding the Village Fire Department.
 - a) Update on activities.
 - b) VFD Budget Amendment 2025-02.
 - c) VFD Financial Documents, Meeting Agendas, and Minutes.
- 4.** Consideration and possible action on a resolution appointing commissioners to the Village Fire Department Board of Commissioners.
 - a) Fire Commissioner (RES 2025.04-1).

- b) Alternate Fire Commissioner (RES 2025.04-2).
- 5. Consideration and possible action on City Engineering.
 - a) Letter of recommendation for the Chuckanut Paving and Drainage Improvements.
 - b) Design proposal for Shadow Way Court drainage improvements.
 - c) Quotes for drainage improvements at 5 Oaklawn Drive.
 - d) Approval and award for the maintenance of drainage bayous, including Quail Creek and Woods Edge.
 - e) April Engineers Report.
- 6. Consideration and possible action regarding the Mayor's Monthly Report.
- 7. Consideration and possible action regarding the City Administrator's Monthly Report, including but not limited to:
 - a) Financial Related Items:
 - i. Financial Report – March 2025.
 - ii. Property Tax Report.
 - iii. Quarterly Investment Report – March 2025.
 - iv. Disbursements (greater than \$10,000).
 - b) UH Hobby School Apprenticeship Program.
- 8. Consideration and possible action regarding a resolution (RES 2025.04-A) appointing members to act on behalf of the city regarding legislative matters.
- 9. Discussion and possible action on acquiring an office security alarm system.
- 10. Discussion and possible action on acquiring a new server to replace the current computer server.
- 11. Discussion and possible action regarding the Ecclesia Church Specific Use Permit.
- 12. Discuss and consider possible action on future agenda items, meeting dates, and similar matters.
 - a) Beautification Meeting – May 12.
 - b) Engineering Meeting – May 14.
 - c) Memorial Holiday – May 26.
 - d) Regular Council Meeting – May 27 (Tuesday).

V. WORKSHOP

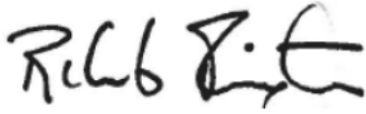
- A. Discussion Regarding the Maintenance of City Right-of-Ways.

VI. EXECUTIVE SESSION

- 13. The City Council will now hold a closed executive meeting pursuant to the provisions of Chapter 551, Texas Government Code, in accordance with the authority contained in:
 - a) **Section 551.071, Legal Consultation** - The City Council shall convene in a closed session as authorized under Section 551.071 of the Texas Government Code to obtain confidential legal counsel from the City Attorney concerning matters that fall within the attorney-client privilege.
 - b) **Section 551.074, Fire Commissioner Review** - The City Council shall convene in a closed session, as authorized under Section 551.074 of the Texas Government Code, to deliberate the appointment, evaluation, reassignment, duties, discipline, or dismissal of the Fire Commissioner and Alternate Fire Commissioner.
- 14. Consideration and possible action on items discussed in the Executive Session.

VII. ADJOURNMENT**CERTIFICATION**

I certify that a copy of the April 28, 2025, agenda of items to be considered by the Piney Point Village City Council was posted in a place convenient to the public on April 25, 2025, in compliance with Chapter 551 of the Texas Government Code.



Robert Pennington
City Administrator / City Secretary



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

TO: City Council

FROM: R. Pennington, City Administrator

MEETING DATE: April 28, 2025

SUBJECT: Consideration and possible action on approval of the Council Meeting Minutes.

Agenda Item: 1

Informational Summary

The minutes from the regular council meeting held on March 24, 2025, is now available for review. The practice of approving minutes at the following meeting allows for corrections while events are recent, formalizes them as the official record in a timely manner, supports legal compliance and accountability, and aligns with principles of effective meeting management and governance.

Recommendation

The staff recommends approval of the minutes from the council meeting held on March 24, 2025.

MINUTES OF A CITY OF PINEY POINT VILLAGE REGULAR COUNCIL MEETING ON MONDAY, MARCH 24, 2025, AT 6:00 P.M. AT 7660 WOODWAY DR. SUITE 460, HOUSTON, TEXAS.

Councilmembers Present: Aliza Dutt, Michael Herminghaus, Dale Dodds, Joel Bender, Margaret Rohde, and Jonathan Curth.

City Representatives Present: Bobby Pennington, City Administrator; David Olson, City Attorney; Jim Huguenard, Police Commissioner; Solace Southwick, Police Commissioner; Ray Schultz, Police Chief; Henry Kollenberg, Fire Commissioner; Howard Miller, Fire Chief; John Peterson, City Engineering; Gracie Moylan, City Engineering; and Annette Arriaga, Development Services Director; and Frederick Johnson, Public Works Manager.

Call To Order

At 6:02 p.m., Mayor Aliza Dutt declared a quorum and called the meeting to order.

Pledge of Allegiance

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

Citizens Wishing to Address Council

- Steve Oldham (Jan Kelly) does not favor changing the current dog ordinance and requested the data to support the change.
- Betsy McKean (Lanecrest) does not favor changing the current dog ordinance and requested including an e-collar, if proposed.
- Kathryn Smyser (Wickwood) requests information on the maintenance of local drainage tributaries leading to the bayou.
- Chief Schultz presented an award to Jim Huguenard for his dedication and service to the police commission.

Agenda Items

1. **Consideration and possible action on approval of the Council Meeting Minutes held on February 24, 2025.**
 - Councilmember Herminghaus proposed approving the minutes of the Council Meeting on February 24, 2025. Bender seconded the motion and carried unanimously.
AYES: Herminghaus, Dodds, Bender, Rohde and Curth.
NAYS: None.
2. **Consideration and possible action on the Memorial Villages Police Department: a) Update on activities, b) Consideration and possible action on employee insurance coverage for April 1, 2025, through March 31, 2026, including health, vision, and dental partnership with the Memorial Villages Police Department and the City of Bunker Hill Village, Texas.**
 - Chief Schultz provided the most recent update for the monthly report, outlining information on various organized burglaries. In February, the MVPD responded to and handled 1,058 calls and incidents for Piney Point Village alone. Additionally, 627 house watch checks were conducted, and 236 citations, with 168 as warnings, were issued during this period.
 - Chief Schultz recommended health, vision, and detail renewal.

- Councilmember Herminghaus motioned to accept the employee insurance coverage renewal. Councilmember Bender seconded the motion, and the action was carried unanimously.

AYES: Herminghaus, Dodds, Bender, Rohde and Curth.

NAYS: None.

- No further actions were taken.

3. Consideration and possible action on the Village Fire Department, including (a) Updates on activities.

- In February, the VFD responded to and handled 105 calls and incidents across all cities. Piney Point Village accounted for 14 of those calls.
- Chief Miller and Commissioner Kollenberg reported on various VFD activities.
- No further actions were taken into consideration.

4. Consideration and possible action on an ordinance (ORD. 2025.03) of the City of Piney Point Village, Texas, amending Chapter 6, Article III. Division 2, Section 6-99, Failure to Control Dogs of the code of ordinances regarding controlling a dog under leash.

- The City Administration provided background on the changes to the draft ordinance from earlier versions, and the council discussed how the ordinance would be enforced.
- Councilmember Herminghaus proposed a second motion to approve Ordinance (ORD. 2025.03) of the City of Piney Point Village, Texas, which amends Chapter 6, Article III, Division 2, Section 6-99 regarding the failure to control dogs with the e-collar provision as presented. Councilmember Rohde seconded the motion. The motion passed with the following results:

AYES: Herminghaus, Dodds, Bender, and Rohde.

NAYS: Curth.

5. Consideration and possible action on City Engineering; a) Engineer's Report.

- Gracie Moylan provided an update on various engineering activities.

6. Consideration and possible action regarding the joint election with Spring Branch Independent School District for the General Municipal Election on May 3, 2025: a) to accept a certification of the unopposed candidate for Positions 1, 2, and 5; b) to adopt Ordinance (ORD 2025.03-A1), officially canceling the 2025 City of Piney Point Village election as all candidates are unopposed; and c) to clarify under a resolution (RES 2025.03-A2), the early voting schedule stipulated in the joint election agreement with the Spring Branch Independent School District for May 3, 2025.

- Councilmember Dodds motioned to accept a certification of the unopposed candidate for Positions 1, 2, and 5; to adopt Ordinance (ORD 2025.03-A1), officially canceling the 2025 City of Piney Point Village election as all candidates are unopposed; and to clarify under a resolution (RES 2025.03-A2). Councilmember Bender seconded the motion, and the council passed the action unanimously.

AYES: Herminghaus, Dodds, Bender, Rohde and Curth.

NAYS: None.

7. Consideration and possible action on a resolution (RES 2025.03-B) of the city of Hunters Creek Village, the city of Piney Point Village, the city of Bunker Hill Village, the city of Hedwig Village, the city of Spring Valley Village, and the city of Hilshire Village to form a committee to make recommendations to the city councils of each of the above-named cities regarding the response to proposed legislation.

- Stuart Marks advocated for forming a committee to fight legislative bills that impact municipalities.
- Councilmember Bender motioned to approve a resolution to form a committee to make recommendations to participating city councils regarding proposed legislation. Councilmember Dodds seconded the motion, and the council passed the action unanimously.

AYES: Herminghaus, Dodds, Bender, Rohde and Curth.

NAYS: None.

8. Consideration and possible action regarding the Mayor's Report.

- The mayor provided updates on Beautification's project to create a space highlighting different native plant species suited for the city and showcased in the Marchmont/Wilding easement. Additionally, the committee intends to light up the trees in Carol Tree Park, with potential enhancements including pathway lighting.

9. Consideration and possible action regarding the City Administrator's Monthly Report, including but not limited to: (a) Financial Related Items: Financial Report – January 2025, Property Tax Report, Disbursements (greater than \$10,000); (b) SBISD Bond Election information.

- Herminghaus recommended that we request that SBISD open the facilities to the public.
- Councilmember Bender motioned to accept the disbursements presented in the report. Councilmember Herminghaus seconded the motion. The motion passed with the following results:

AYES: Herminghaus, Dodds, Bender, Rohde and Curth.

NAYS: None.

10. Discussion of the Fire Commissioner and the VFD Fire Commission representation for Piney Point Village.

- Keith Brown responded to questions and summarized the impressions of the other participating cities and commissioners regarding our current representation.
- Curth raised concerns about other villages' dissatisfaction with our appointed official. He also believes the fire commission is facing significant issues that require attention, which do not relate to our appointment.
- The mayor requested that the Council adjourn to executive session.

➔ EXECUTIVE SESSION: The City Council holds a closed executive meeting pursuant to the provision of Chapter 551, Texas Government Code, in accordance with the authority contained in Section 551.071, Legal Consultation - to obtain confidential legal counsel from the City Attorney concerning matters that fall within the attorney-client privilege; Section 551.074.

- An executive session was officially called to order at 7:55 PM.
- The Council resumed the regular session at 8:17 PM.

11. Discuss and consider possible action on future agenda items, meeting dates, and similar matters.

- The schedule includes the Beautification Meeting on April 14, the Engineering Meeting on April 9, and the Regular Council Meeting on April 28. Good Friday falls on April 18, and offices will be closed.
- There will be a special beautification meeting on March 31.
- Ecclesia SUP is to be placed back on the next regular agenda.

A. WORKSHOP: Discussion Regarding the Maintenance of City Right-of-Ways.

- The item was tabled.

➔ EXECUTIVE SESSION: The City Council holds a closed executive meeting pursuant to the provision of Chapter 551, Texas Government Code, in accordance with the authority contained in Section 551.074, Fire Commissioner Review - The City Council shall convene in a closed session to deliberate on the duties and responsibilities of the Fire Commissioner.

- An executive session was officially called to order at 8:19 PM.
- The Council resumed the regular session at 9:01 PM.

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

- No formal action was taken.

Adjournment

- Councilmember Bender made a motion for adjournment, seconded by Councilmember Herminghaus.
- Mayor Dutt adjourned the meeting at 9:02 p.m.

PASSED AND APPROVED on this 28th day of April 2025.

Aliza Dutt
Mayor

Robert Pennington
City Administrator / City Secretary

TO: City Council

FROM: R. Pennington, City Administrator

VIA: R. Schultz, Police Chief

MEETING DATE: April 28, 2025

SUBJECT: Discuss and take possible action regarding the Memorial Villages Police Department.

Agenda Item: 2

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

- a) Update on activities (Pages 2-24).
- b) MVPD Budget Amendment 2025.01 (Page 25).
- c) MVPD FY26 Budget (Pages 26-43).
- d) MVPD 2024 Review of Services and FY24 Budget Equitable Funding Review (Page 44).
- e) MVPD Vehicle Inventory List. (Page 45).



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

Raymond Schultz
Chief of Police

April 21, 2025

TO: MVPD Police Commissioners

FROM: R. Schultz, Chief of Police

REF: March 2025 Monthly Report

During the month of March, MVPD responded/handled a total of 6,064 calls/incidents. 4,055 House Watch checks were conducted. 769 traffic stops were initiated with 799 citations being issued for 1288 violations. (Note: 25 Assists in Hedwig, 130 in Houston, 4 in Spring Valley and 0 in Hillshire)

Calls/Events by Village were:

Village	Calls/YTD	House Watches/YTD	Accidents	Citations	Response Time
Bunker Hill:	1945/4477	1442/3138	2	209/174/383	6@3:24
Piney Point:	1659/4242	1093/2842	7	252/183/435	8@3:08
Hunters Creek:	2269/5594	1539/3805	13	263/206/469	12@4:23
				Cites/Warn/Total	26@3:46

Type and frequency of calls for service/citations include:

Call Type	#	Call Type	#	Citations	#
False Alarms:	162	Ord. Violations:	30	Speeding:	160
Animal Calls:	26	Information:	12	Exp. Registration	328
ALPR Hits:	32	Suspicious Situation	87	Ins	155
Assist Fire:	39	Loud Party	14	No License	112
Assist EMS:	40	Welfare Checks:	17	Stop Sign	41
Accidents:	22			Fake Plate	54

*This month the department generated a total of 87 police reports.
BH-21, PP-22, HC-41, HOU-3, HED-0, SV-0*

Crimes Against of Persons (0)

Assault (0)

Crimes Against Property (10)

Burglary of a Vehicle	4	Theft – Misdemeanor	4
ID Theft/Fraud	2		

Petty/Quality of Life Crimes/Events (77)

ALPR Hits (valid)	3	DWI	3
Accidents	22	Towed vehicles	5
Warrants	19	Concealing ID	1
Vandalism	3	Misc	21

Arrest Summary: Individuals Arrested (31)

Warrants	19	DWI	3
Class 3 Arrests	8	Felony	1

Budget YTD:	Expense	Budget	%
• Personnel Expense:	1,459,372	6,744,765	21.6%
• Operating Expense:	343,866	1,192,201	28.8 %
• Total M&O Expenditures:	1,803,238	7,936,966	22.7%
• Capital Expenses:	129,468	170,000	76.2%
• Net Expenses:	1,932,706	8,106,966	24.0%

Follow-up on Previous Month Items/Requests from Commission

The Finance Committee met and completed work on the 2026 budget for the department. The budget will be presented to the full commission in April for discussion and tentative approval and will be discussed with the cities at their April/May meetings with final votes requested in May/June.

Personnel Changes/Issues/Updates

Staff continues to work on identifying suitable officer candidates. One applicant was tested on March 31, 2025, and is completing a personal history statement for the next phase of the selection process.

Commander Baker graduated from the FBI National Academy on March 13, 2025, in Quantico, VA and returned to duty on March 24, 2025.

Major/Significant Events

On March 7, 2025, we experienced 2 car burglaries to contractor vehicles who were working in the area. MVPD officers were able to identify and later locate a suspect through the use of the ALPR system. One suspect was taken into custody and second suspect was identified.

On March 9, 2025, officers were dispatched to the area of Strey and Memorial after several car burglaries were reported. Officers were able to locate and arrest one suspect who in turn identified his accomplice.

On March 25, 2025, MVPD assisted HPD with a home invasion robbery in the Longwoods neighborhood area. MVPD was able to utilize ALPR data to identify the suspect's get-away vehicle and direct HPD to the area where the suspect vehicle was driving. HPD stopped and arrested the driver.

Status Update on Major Projects

Vehicle upfitting was completed on the marked Tahoe's and they have been assigned to patrol. The new detectives vehicles have been received and are currently at the upfitter for radio and equipment installation.

Community Projects

On March 4, 2025, the MVPF hosted the 6th Annual Birdies Fore Blues Golf Tournament in conjunction with students from Memorial High School. The fundraiser consisted of 34 teams that raised just over \$200k for the Foundation.

On 3/29/25, the MVPF hosted the 5th Annual Food Truck Rodeo at Chapelwood United Methodist Church. Hundreds of people attended the event and activities.

V-LINC new registrations in March +20

BH – 1743(+4)

PP – 1234 (+7)

HC – 1735 (+6)

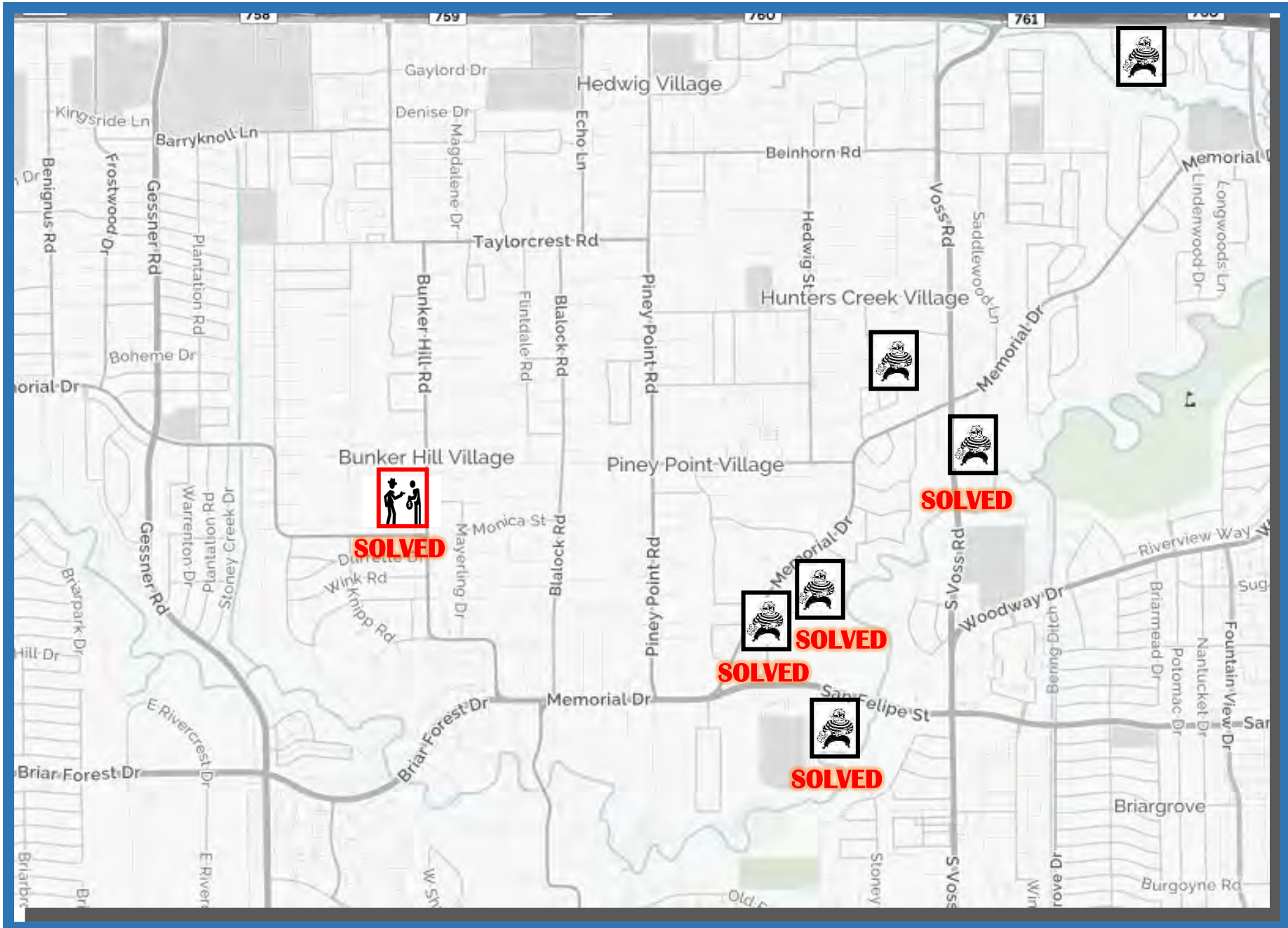
Out of Area – 641(+3)

2025 Officer Committed Time to Service Report

Employee Name		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Reports	Cites
ALSALMANI, ALI		21:43:09	35:27:56	25:06:58										5	61
BAKER, BRIAN C	*	0:00:00	0:00:00	0:00:00											
BALDWIN, BRIAN	*	13:28:18	8:14:01	2:57:41											
BIEHUNKO, JOHN		15:40:14	20:12:21	19:06:35										5	30
BOGGUS, LARRY	*	1:35:53	6:18:55	0:48:52											
BURLESON, Jason		14:32:02	19:35:41	21:07:05										2	24
BYRD, Rachied		24:40:42	15:36:41	20:04:53										1	27
CANALES, RALPH EDWARD		22:07:13	10:22:31	20:43:33										3	24
CERNY, BLAIR C.	*	14:55:06	15:00:00	1:21:43											
GONZALEZ, Jose		24:24:08	28:28:50	29:28:35										2	32
HARWOOD, NICHOLAS		16:57:08	10:48:24	22:33:30										9	47
JARVIS, RICHARD		21:10:56	21:08:48	15:51:34										4	41
JOHNSON, JOHN		23:42:56	19:58:30	27:57:20										3	55
JONES, ERIC	*	0:06:21	0:00:00	0:00:00											
KING, JEREMY		5:57:30	13:03:05	18:08:53										5	33
KUKOWSKI, Andy		27:54:59	30:25:51	29:13:07										4	78
MCELVANY, ROBERT		12:22:39	9:57:54	12:10:12										1	31
MILLARD, Shaneca		20:53:11	32:48:34	25:29:07										5	39
ORTEGA, Yesenia		22:55:16	17:40:40	21:12:41										4	26
OWENS, LANE	*	0:00:00	0:00:00	0:00:00											
PALLMINO, Michelle				10:38:00										9	13
PAVLOCK, JAMES ADAM		7:43:45	7:56:16	12:53:27										3	33
RODRIGUEZ, CHRISTOPHER	*	10:19:28	14:35:05	3:16:51											
RODRIGUEZ, JOSE		27:31:06	11:49:13	24:54:38										5	62
RODRIGUEZ, REGGIE		14:07:24	21:31:06	2:58:20										3	25
SCHULTZ, RAYMOND	*	0:00:00	3:10:17	0:00:00											
SILLIMAN, ERIC		8:34:26	16:17:47	19:46:53										5	58
SPRINKLE, MICHAEL		12:49:34	10:54:59	16:40:21										2	21
TAYLOR, CRAIG		9:23:28	0:00:00	0:00:00											
VALDEZ, JUAN		17:17:57	20:02:32	15:37:24										4	18
WHITE, TERRY		23:11:18	23:24:40	47:08:37										3	21
* = Admin													Total	87	799

Dispatch Committed Time															
911 Phone Calls		200	206	408											
3700 Phone Calls		2279	2418	2451											
DP General Phone Calls*		77:37:45	58:37:23	54:42:51											
Radio Transmissions		8293	9138	10095											

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



2025 Burglary Map


Address	Alarm	POE
11014 Wickwood	N	Rear Window
11119 Meadowick	N	Rear Window
22 Farnham Park	Y	Crtyd Window
628 Voss Road	N	Rear Door
8525 Katy FWY	Y	Side Window
10906 Timberglen	Y	Rear Door

2025 Robberies

Address	MO
300 Gentilly Pl	Jugging

 Daytime Burglary

 Nighttime Burglary

 Robbery

MVPD 5
3/31/25

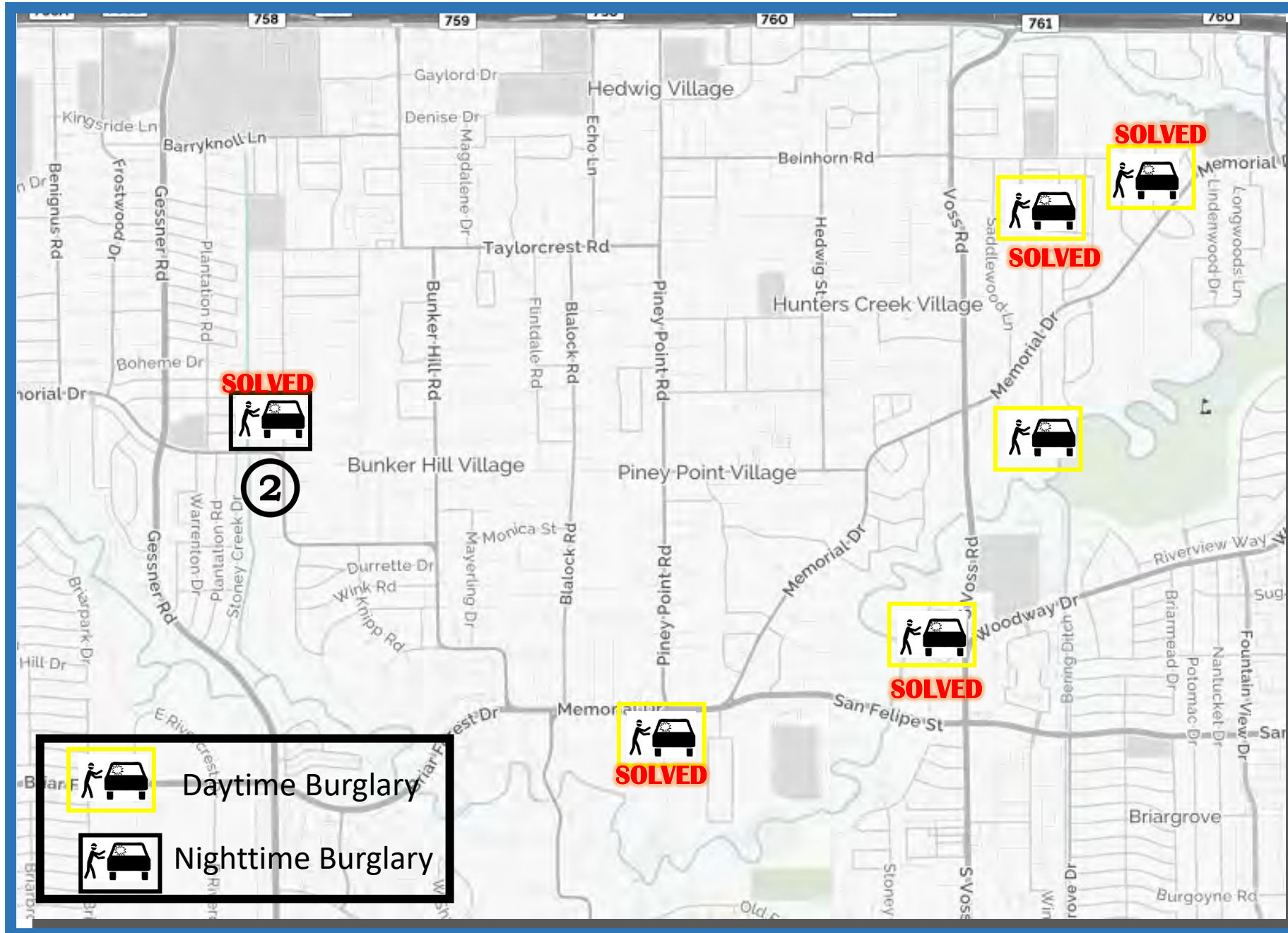
2025 Auto Burglary Map

Address	POE
533 Dana Lane	UNL
347 Hunters Trail	UNL
110 Radney	UNL
1000 Riverbend	UNL
500 Strey (2)	UNL
724 E. Creekside	UNL

Contractor

Lock/Win Punch

* Jugging



Daytime Burglary

Nighttime Burglary

② ③



Blue Entry = Actual Location Unknown **SOLVED**

2025 Total Incidents

2025	Crimes Against Persons	Crimes Against Property	Quality of Life Incidents	Total	Arrests	Incidents	House Checks		YTD BH INC	YTD BH HC	YTD PP INC	YTD PP HC	YTD HC INC	YTD HC HC
January	1	12	41	54	7	4656	3203		1256	883	1525	1122	1697	1198
February	2	7	56	65	16	4200	2510		1276	813	1058	627	1628	1068
March	0	10	77	87	31	6064	4055		1945	1442	1659	1093	2269	1539
April														
May														
June														
July														
August														
September														
October														
November														
December														
Total	3	29	174	206	54	14920	9768		4477	3138	4242	2842	5594	3805

2024 Totals	13	117	731	863	196	74417	55558		24548	19569	19598	14461	27723	21515
Difference														
% Change														

MVPD – VFD Monthly Response Times Report

March 2025

911/Emergency Designated Calls - EMS and Fire

Total	10@3:50
Bunker Hill	5@3:08
Piney Point	3@4:00
Hunters Creek	2@5:21

EMS Only

Total	9@3:43
Bunker Hill	5@3:07
Piney Point	2@3:33
Hunters Creek	2@5:21

Fire Only

Total	1@4:54
Bunker Hill	0@0:00
Piney Point	1@4:54
Hunters Creek	0@0:00

Radio Calls – Fire Assist

Total	29@4:08
Bunker Hill	5@3:33
Piney Point	16@4:59
Hunters Creek	8@3:20

Radio Calls – EMS Assist

Total	11@3:20
Bunker Hill	4@3:07
Piney Point	3@2:58
Hunters Creek	4@3:49



March 2025 ALPR REPORT

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



2025 ALPR Data Report

Total Reads 4,383,269

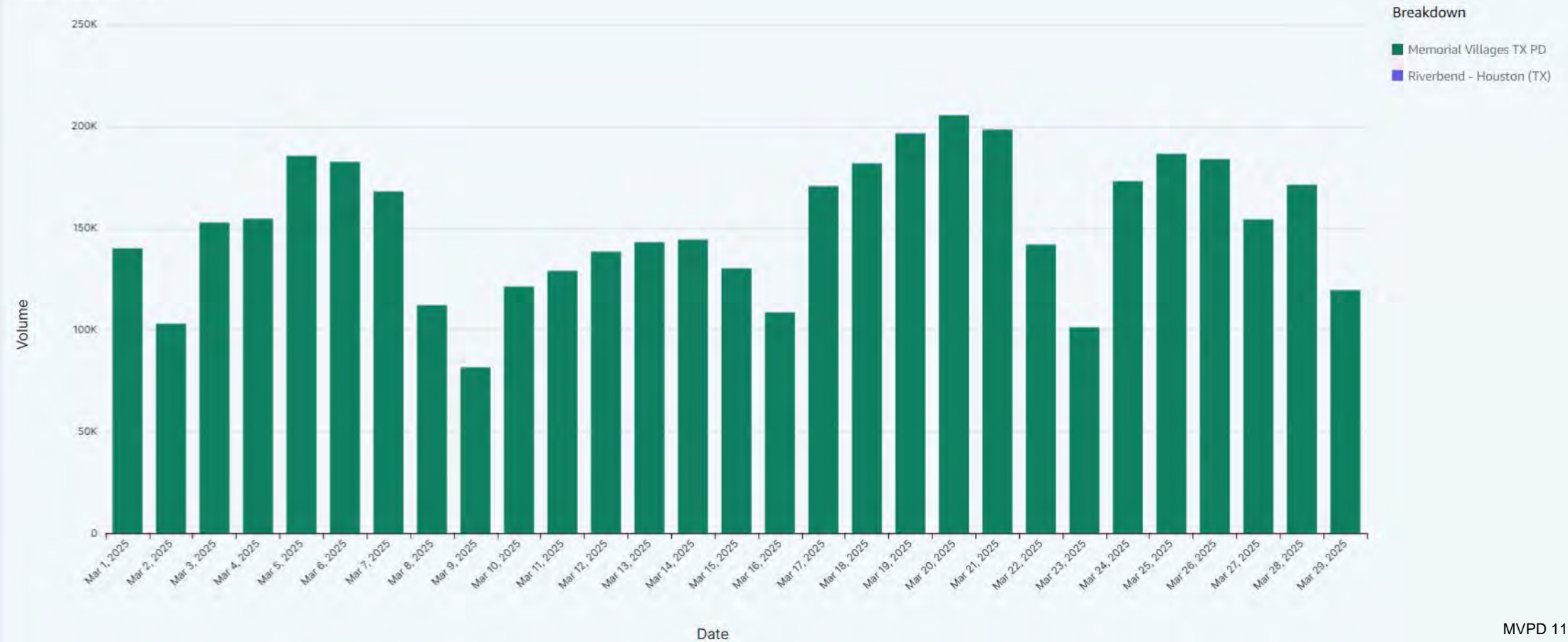
Total Vehicle Volume

4,383,269

Total Unique Vehicle Volume

2,059,758

Total Vehicle Volume



Unique Reads – 2,059,758



All Categories – All Hotlists

Controls

Date Range ⓘ
2025/03/01 - 2025/03/31

Timeframe ⓘ
Day

Cameras ⓘ
All

Networks ⓘ
All

Category ⓘ
All

Alert Sources ⓘ
All

Hot List Reason ⓘ
All

Show Hits By ⓘ
Source Type

Visual Type ⓘ
Bar Chart

Total Hotlist Alerts

1,324

Official Hotlist Alerts

162

Your Custom Hotlist Alerts

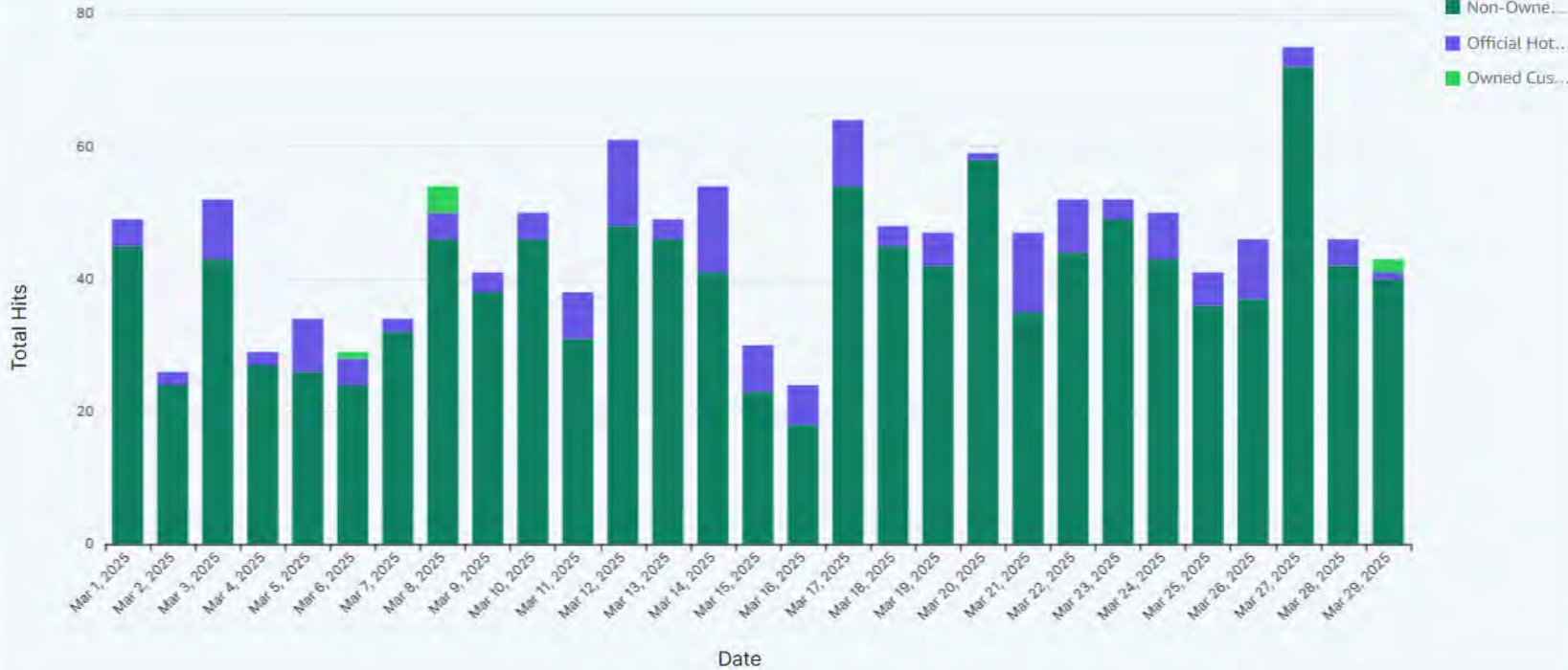
7

Other Custom Hotlist Alerts on
Your Networks

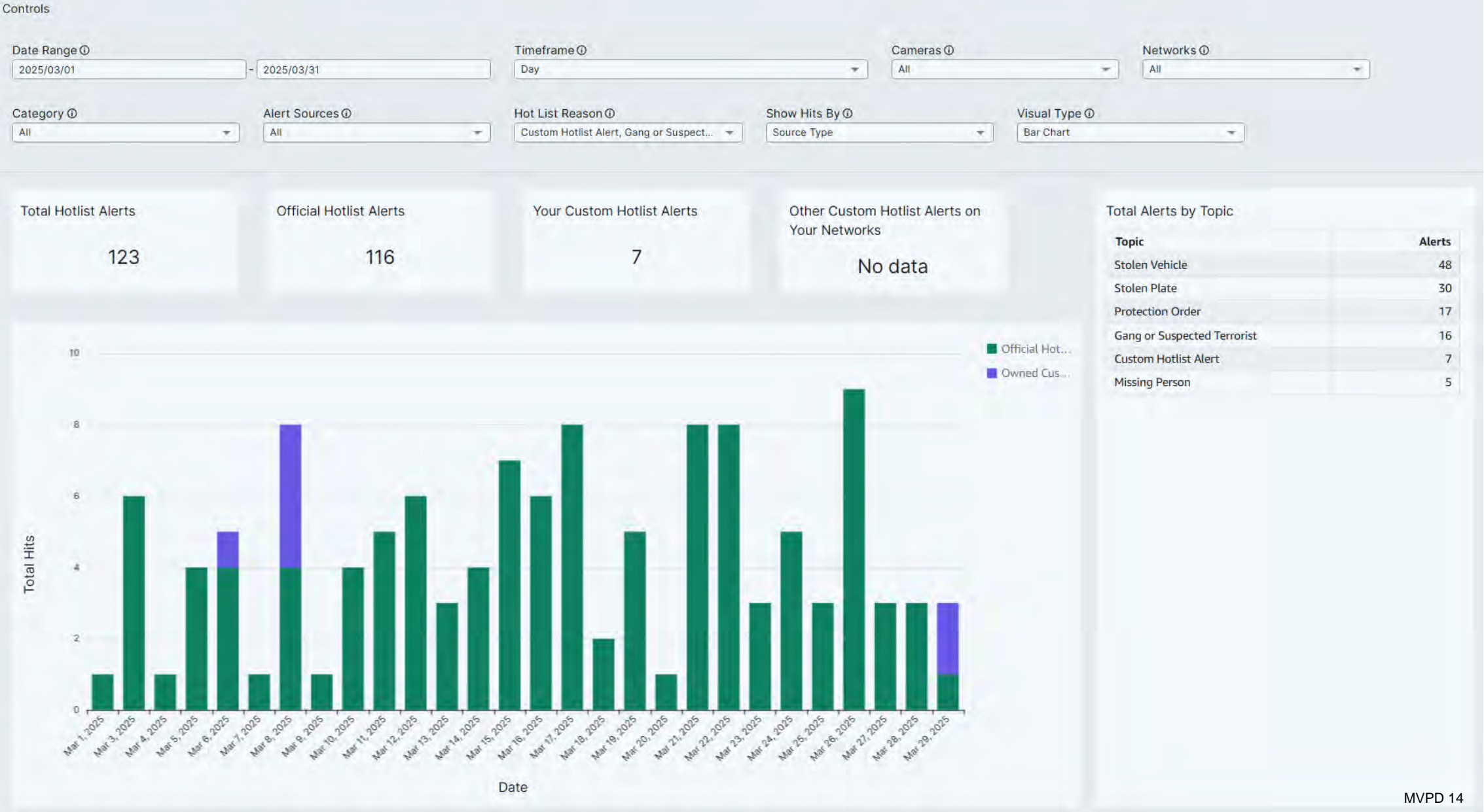
1,155

Total Alerts by Topic

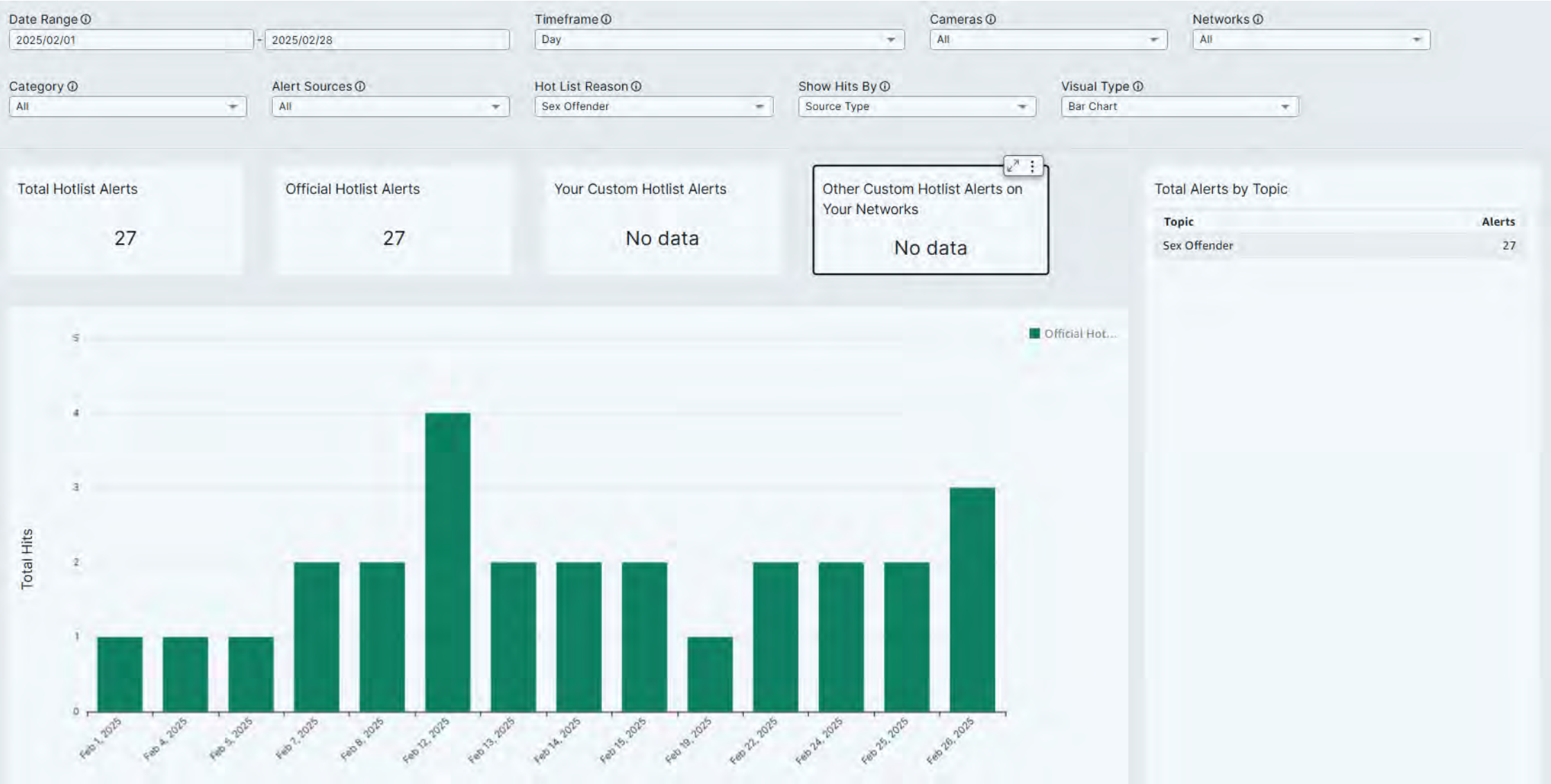
Topic	Alerts
Non Owned Custom Hotlist Alert	1,155
Stolen Vehicle	48
Sex Offender	37
Stolen Plate	30
Protection Order	17
Gang or Suspected Terrorist	16
Warrants	8
Custom Hotlist Alert	7
Missing Person	5
Violent Person	1



Top 6 Categories



Sex Offenders



Summary Report

Insights Dashboard

Vehicle Reads

View Details

4270990



Searches

View Details

1,467

Number of searches performed by users from your organizations



Hot List Hits

View Details

1275



Device Sharing

Shared with
Lewisville TX PD,
Alexander AR PD,
and 665 others

Access Levels
Search
Hotlist Tool Access

Device Status

37 / 37 

Devices Online

< Previous Device

Device Name

#01 Inbound, Riverview Way, EB

Battery

97%

Latency

12.72 s

Next Device >

#1 Gessner S/B at Frostwood

#2 Memorial E/B at Gessner

#3 NO ALPR - Future Location

#4 Memorial N/B at Briar Forrest

#5 Bunker Hill S/B at Taylorcrest

#6 Taylorcrest W/B at Flintdale

#7 Memorial E/B at Briar Forrest

#8 2200 S. Piney Point N/B

#9 N. Piney Point N/B at Memorial

#10 Memorial E/B at San Felipe

#11 Greenbay E/B Piney Point

#12 Piney Point S/B at Gaylord

#13 Gessner N/B at Bayou

#14 Beinhorn W/B at Pipher

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

#16 Memorial W/B at Creekside

#17 Memorial W/B at Voss

#18 Memorial E/B at Voss

#19 S/B Voss at Old Voss Ln 1

#20 S/B Voss at Old Voss Ln 2

#21 N/B Voss at Magnolia Bend Ln 1

#22 N/B Voss at Magnolia Bend Ln 2

#23 W/B San Felipe at Buffalo Bayou

#24 N/B Blalock at Memorial

#25 N/B Bunker Hill at Memorial

#26 S/B Hedwig at Beinhorn

#27 Mobile Unit #181

#28 Mobile Speed Trailer/Station

#29 Riverbend Main Entrance

#30 Beinhorn E/B at Voss

#31 Memorial E/B at Tealwood (new)

#32 Greenbay W/B at Memorial

#33 Strey N/B at Memorial

Private Systems monitored by MVPD

US COINS - I-10 Frontage Road

Memorial Manor NA Lindenwood/Memorial

Greyton Lane NA

Calico NA

Windemere NA

Mott Lane

Kensington NA

Stillforest NA

Farnham Park

Riverbend NA

Pinewood NA

Hampton Court

Bridlewood West NA

N Kuhlman NA

Longwoods NA

Memorial City Mall – 22

Flintwood Drive



Yellow = Bunker Hill

Green = Piney Point

Red = Hunters Creek

Blue = MVPD Mobile

Purple = Privately Owned Systems

Cameras ⓘ

All

Networks ⓘ

All

Show Reads By ⓘ

Camera Name

Count Method ⓘ

Total Vehicle Reads

Visual Type ⓘ

Bar Chart

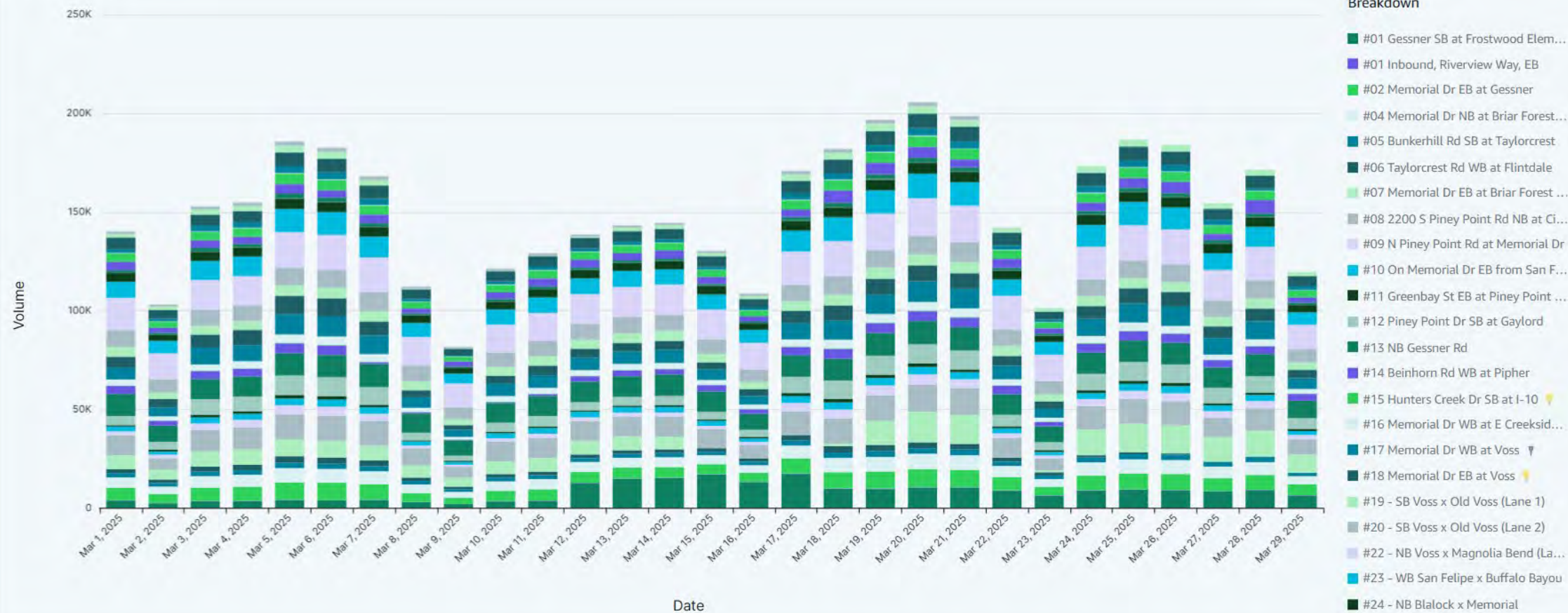
Total Vehicle Volume

4,383,269

Total Unique Vehicle Volume

2,059,758

Total Vehicle Volume



Total 'Volume' by 'groupbysummary'

groupbysummary	Sum of Volume
#22 - NB Voss x Magnolia Bend (Lane 2)	460573
#08 2200 S Piney Point Rd NB at City Limit	301994
#13 NB Gessner Rd	299978
#23 - WB San Felipe x Buffalo Bayou	265063
#20 - SB Voss x Old Voss (Lane 2)	237021
#01 Gessner SB at Frostwood Elementary	236099
#07 Memorial Dr EB at Briar Forest	218241
#17 Memorial Dr WB at Voss	217974
#12 Piney Point Dr SB at Gaylord	194616
#02 Memorial Dr EB at Gessner	190836
#31 EB Memorial Dr near Tealwood	169221
#18 Memorial Dr EB at Voss	168966
#04 Memorial Dr NB at Briar Forest	166455
#19 - SB Voss x Old Voss (Lane 1)	137498
#24 - NB Blalock x Memorial	130352
#28 MVPD Station S/B Memorial Drive	122748
#27 Unit 181 Blalock S/B at Taylorcrest	117501
#14 Beinhorn Rd WB at Pipher	96553
#16 Memorial Dr WB at E Creekside Dr	93723
#09 N Piney Point Rd at Memorial Dr	88161
#10 On Memorial Dr EB from San Felipe	82959
#30 EB Beinhorn Rd @ Voss Rd	68321
#32 WB Greenbay @ Memorial Dr	67185
#05 Bunkerhill Rd SB at Taylorcrest	65759
#06 Taylorcrest Rd WB at Flintdale	55462
#26 - SB Hedwig x Beinhorn	44747
#11 Greenbay St EB at Piney Point Rd	33056
Strey NB at Memorial	31123
#29 - Riverbend Main Entrance	6993
#15 Hunters Creek Dr SB at I-10	5960
#01 Inbound, Riverview Way, EB	5048
#25 - NB Bunker Hill x Memorial	3083
Grand Total	4383269

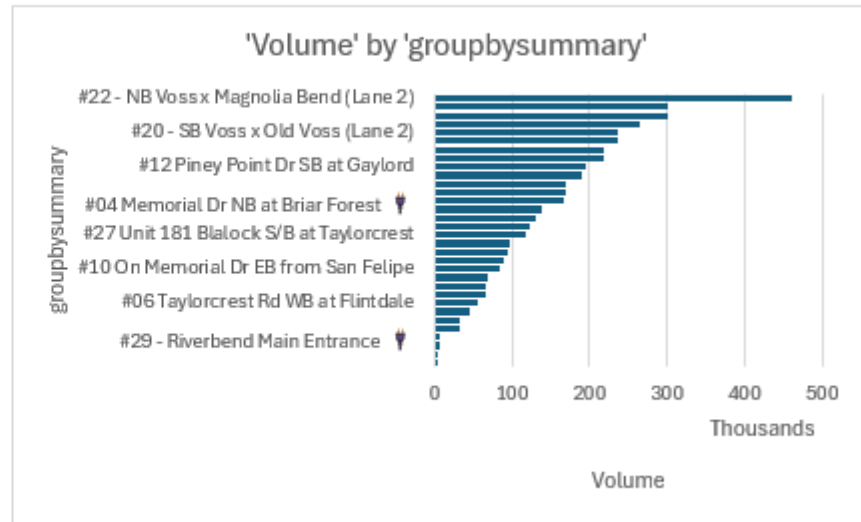


Plate Reads
By Location

Controls

Date Range ⓘ

2025/03/01 - 2025/03/31

Timeframe ⓘ

Day

Cameras ⓘ

All

Networks ⓘ

All

Category ⓘ

All

Alert Sources ⓘ

All

Hot List Reason ⓘ

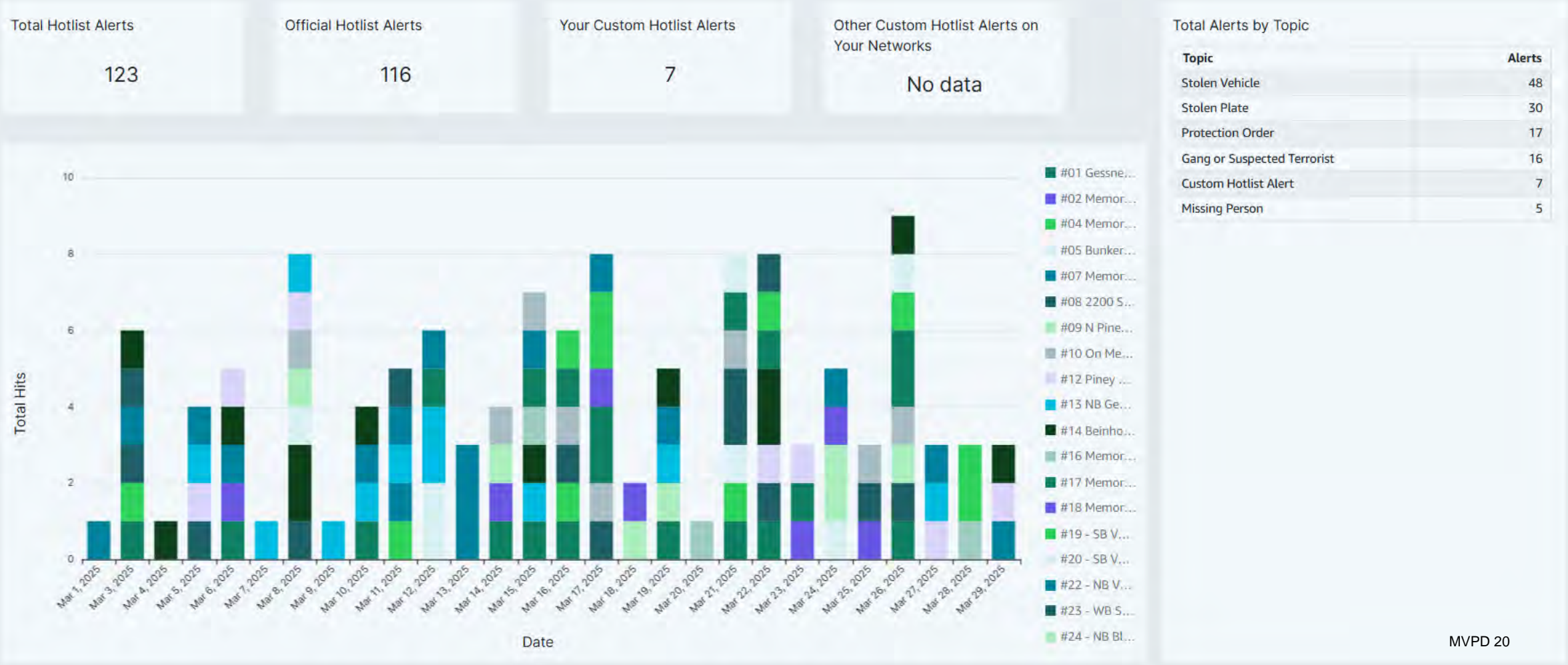
Custom Hotlist Alert, Gang or Suspect...

Show Hits By ⓘ

Camera Name

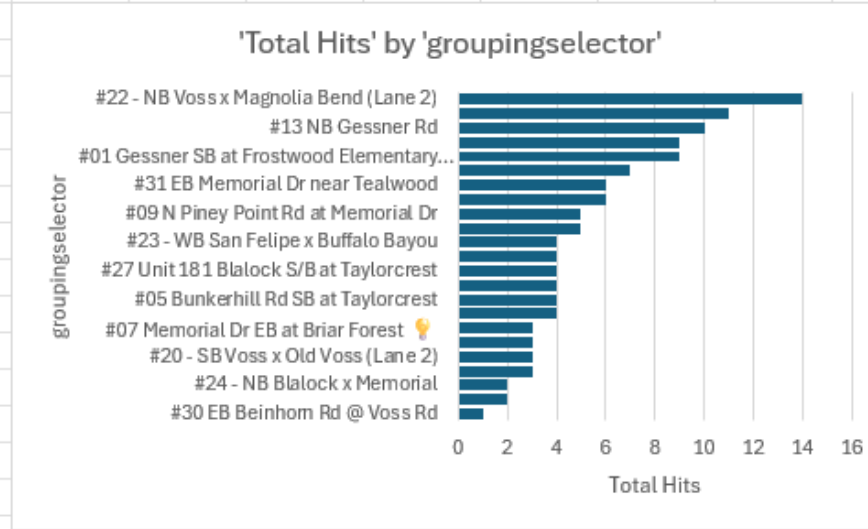
Visual Type ⓘ

Bar Chart



Hits By Camera

groupingselector	Sum of Total Hits
#22 - NB Voss x Magnolia Bend (Lane 2)	14
#17 Memorial Dr WB at Voss	11
#13 NB Gessner Rd	10
#08 2200 S Piney Point Rd NB at City Limit	9
#01 Gessner SB at Frostwood Elementary	9
#19 - SB Voss x Old Voss (Lane 1)	7
#31 EB Memorial Dr near Tealwood	6
#14 Beinhorn Rd WB at Pipher	6
#09 N Piney Point Rd at Memorial Dr	5
#18 Memorial Dr EB at Voss	5
#23 - WB San Felipe x Buffalo Bayou	4
#04 Memorial Dr NB at Briar Forest	4
#27 Unit 181 Blalock S/B at Taylorcrest	4
#28 MVPD Station S/B Memorial Drive	4
#05 Bunkerhill Rd SB at Taylorcrest	4
#10 On Memorial Dr EB from San Felipe	4
#07 Memorial Dr EB at Briar Forest	3
#12 Piney Point Dr SB at Gaylord	3
#20 - SB Voss x Old Voss (Lane 2)	3
#16 Memorial Dr WB at E Creekside Dr	3
#24 - NB Blalock x Memorial	2
#02 Memorial Dr EB at Gessner	2
#30 EB Beinhorn Rd @ Voss Rd	1
Grand Total	123



Total Reads – 4,383,269

Unique Reads – 2,059,758

Hits- 162

6 Top Hits – 123

Hotlist – 7

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

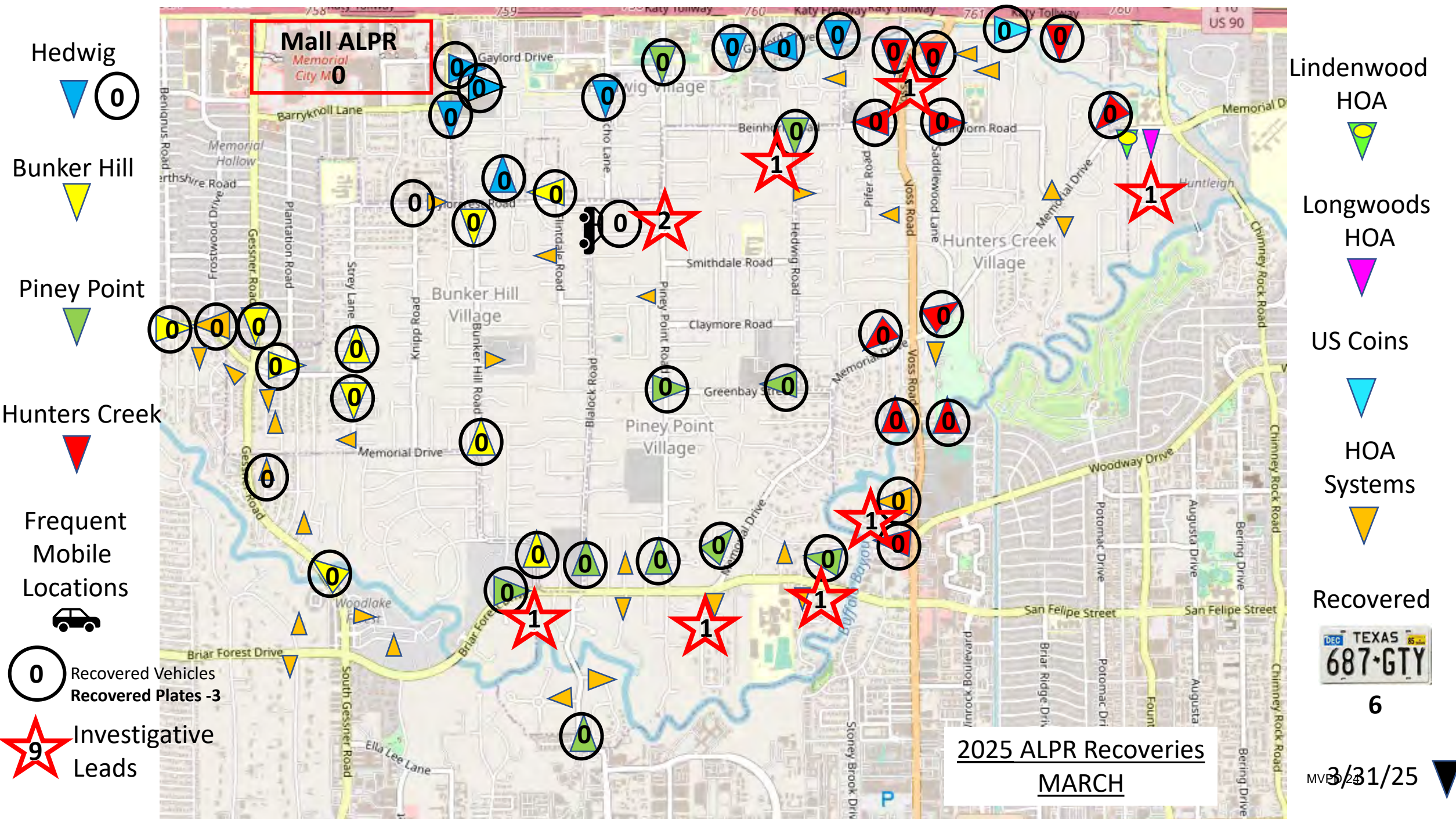
Program Summary			
	2025 Value	\$ 93,000.00	Recovered 3
	2024 Value	\$ 746,000.00	Recovered 30
	2023 Value	\$ 646,500.00	Recovered 30
	2022 Value	\$ 1,733,000.00	Recovered 74
S	2021 Value	\$ 1,683,601.00	Recovered 75
	2020 Value	\$ 1,147,500.00	Recovered 61
	2019 Value	\$ 438,000.00	Recovered 22
	Program Total	\$ 6,394,601.00	292

Firearm in vehicle	Vehicle found to be Stolen	
Temp Tag	Hotlist	Protective Order

<u>Runaways/Missing</u>		<u>Community Safety Hotlist</u>
1/15/2025	TKS4987	8
3/12/2025	TKV9019	7

HOT List Hits Other Agencies

[illegible]



MEMORIAL VILLAGES POLICE DEPARTMENT

BUDGET AMENDMENT

FISCAL YEAR ENDING DECEMBER 31, 2025

AMENDMENT NUMBER 2025.01

Fund Name	Original Budget Amount	Requested Amended Budget	Increase/(Decrease)	Source of revenue/reserves to cover amendment	Comments
General Fund	7,936,966.00	100,000.00	8,036,966.00	2024 Budget Refund	Department AED's are at EOL and require replacement. The Department Emergency Dispatch Center Call Logger is unreliable and subject to system failure without notification requiring replacement.
Totals:	7,936,966.00	100,000.00	8,036,966.00		



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MEMORIAL VILLAGES 2026 BUDGET PRIORITIES

PERSONNEL - OPERATIONS - CAPITAL





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PERSONNEL

GOAL:

**MAINTAIN A COMPETITIVE SALARY
AND HIRING INCENTIVES**

- ANNUAL SALARY ADJUSTMENT
- FUND ANNUAL STEP INCENTIVES

**IMPLEMENT ADDITIONAL TARGETED
HIRING & RETENTION INCENTIVES
IN 2026**

- ADJUST SHIFT DIFFERENTIAL
- HIRING INCENTIVE – FIREARM





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Report



MVPD

HISTORIC TURNOVER RATE

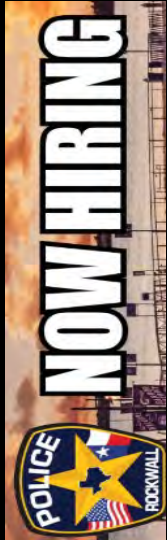
YEAR	# OF OFFICERS	NIGHT SHIFT	# OF DISPATCHERS	NIGHT SHIFT
2015	10	4	5	4
2016	3	1	2	2
2017	7	3	2	2
2018	2	2	3	3
2019	1	1	0	0
2020	0	0	0	0
2021	7	4	3	3
2022	3	1	2	1
2023	3	2	4	4
2024	3	2	1	0
TOTAL	39	20	22	19
STAFFING	32	10	10	4.5
PERCENT	121%	200%	220%	422%



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PAW POLICE SALARIES TOP SALARIES	
PLANO POLICE DEPT	\$111,254.00
GARLAND POLICE DEPT	\$110,733.00
IRVING POLICE DEPT	\$110,256.00
ALLEN POLICE DEPT	\$110,244.12
CARROLLTON POLIC DEPT	\$109,926.00
ARLINGTON POLICE DEPT	\$108,907.75
DENTON POLICE DEPT	\$108,831.00
GRAND PRAIRIE POLICE DEPT	\$108,735.00
DART POLICE DEPT	\$108,592.98
DFW AIRPORT POLICE DEPT	\$107,632.00
FRISCO POLICE DEPT	\$107,024.00
FARMERS BRANCH POLICE DEPT	\$106,757.08
MCKINNEY POLICE DEPT	\$105,799.79
LEWISVILLE POLICE DEPT	\$105,724.67



- ✓ **Certificate pay**
Intermediate: \$800/yr; Advanced: \$1,400/yr; Masters: \$2,000/yr
- ✓ **Education pay**
Associates: \$800/yr; Bachelors: \$1,400/yr; Masters: \$2,000/yr
- ✓ **Shift Differential Pay**
3% evening shift, 6% night shift
- ✓ **Duty and back up weapons issued to officers and awarded after 5 years**
- ✓ **Bi-lingual pay**
- ✓ **Local gym memberships provided**
- ✓ **12-hour shifts**
- ✓ **Outer vest carriers supplied**
- ✓ **Paid dry cleaning of uniforms**

MAKE A DIFFERENCE

DEDICATE YOUR CAREER TO PUBLIC SAFETY

HIRING BONUS

POLICE RECRUIT	LATERAL OFFICERS
\$10,000	\$27,500
Recruitment Incentive	Recruitment Incentive

www.joinsalinaspd.org
NEW RECRUITMENT WEBSITE
312 E Alisal St., Salinas, CA 93901
joinsalinaspd.org

Rowlett Police Department Officer Pay						
ENTRY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
\$80,050.35	\$84,234.37	\$88,418.39	\$92,566.41	\$96,714.43	\$100,862.45	\$105,010.47
SHIFT DIFF PAY	✓	12-HR SHIFTS	✓			
BILINGUAL PAY	✓	TATTOOS	✓			
TMRS	✓	BEARDS	✓			
FTO PAY	✓	RIFLE W/ RDS	✓			
CERTIFICATION PAY	✓	TWO GLOCKS	✓			
LONGEVITY PAY	✓	BOOTS	✓			
ON-DUTY WORKOUT	✓	OPTIONAL LBV	✓			
LATERAL PAY OFFERED						

Effective Oct. 01, 2024

Duncanville Police Department

NOW HIRING

CERTIFIED OFFICERS

\$70,390 - \$91,800

SIGN ON BONUS

\$5,000 - \$20,000 SCAN TO APPLY

\$5,000.00 - <2 YEARS AS A CERTIFIED OFFICER
\$10,000.00 - 2-4 YEARS AS A CERTIFIED OFFICER
\$20,000.00 - 5+ YEARS AS A CERTIFIED OFFICER

EXAM DATE AND TIME:
JANUARY 11, 2025
8:00AM
DOORS OPEN AT 7:00AM
LOCATION:
D.L. HOPKINS JR.
SENIOR CENTER
203 JAMES COLLINS
DUNCANVILLE, TX 75116

BENEFITS

- Paid Vacation
- Paid Holidays
- Paid Sick Time
- Paid Birthday Holiday
- TMRS Pension Plan
- Health Insurance
- Overtime Pay
- Longevity Pay
- Uniforms & Equipment Provided

INCENTIVE PAY

- TCOLE PEACE OFFICER LICENSE
- INTERMEDIATE
- ADVANCED
- MASTER
- FIELD TRAINING OFFICER
- SWAT
- LANGUAGE PROFICIENCY
- NIGHT DIFFERENTIAL

MORE INFORMATION 972.780.5028 recruiter@duncanvillepd.com

BECOME A CHAMPION!

COLLEGE STATION POLICE DEPARTMENT

UP TO \$20,000 SIGN-ON BONUS

Entry Base Pay Set by Current TCOLE License

Basic Entry Pay: \$65,374
Intermediate Entry Pay: \$73,382
Advance Entry Pay: \$80,018
Master Entry Pay: \$87,235

APPLY TODAY
cstx.gov/pdjobs

The City of College Station is an equal opportunity employer.

- \$600-\$1800 Certification Pay
- 21 Incentive Pay Opportunities
- 10- or 12-hour shifts
- Alternating Weekends Off
- TMRS Retirement at 2:1
- Beards ✓
- Tattoos ✓
- Uniforms & Gear Provided ✓
- Free City Employee Health Clinic ✓

*\$20,000 BONUS FOR CERTIFIED POLICE OFFICERS WITH 2+ YEARS OF EXPERIENCE. \$3500 BONUS FOR OFFICERS WITH 0-2 YEARS OF EXPERIENCE.



2026 Budget Workshop Report



OPERATIONS

DEPARTMENT AEDS'S ARE 7 – 10 YEARS OLD
AND NO LONGER SUPPORTED

TICKET WRITERS ARE FAILING (EOL) & EXPAND
PRINTERS TO 1 PER MARKED VEHICLE

EXPAND ALPR CONDOR CAMERAS TO INCLUDE
ALL SIGNALIZED INTERSECTIONS (MVPD - 9)

UPDATE IT BUDGET AND LICENSING COSTS



CAPITAL PROJECTS

2025

- 2 MARKED VEHICLES

FUTURE DEPARTMENT CAPITAL PROJECTS 2026-2029

- EXPAND COVERED PARKING BEHIND STATION
- REPLACE AND UPGRADE DEPARTMENT PHONE SYSTEM (EOL 10 YEARS)
- CONTINUED ANNUAL VEHICLE REPLACEMENT MARKED UNITS



2026 Budget
Workshop
Report





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Report



MVPD 2026 BUDGET REQUESTS

PERSONNEL/BENEFITS - +7%

- SALARY ADJUSTMENT (4% + 1% STEP)
- SHIFT DIFFERENTIAL ADJUSTMENT - NIGHTSHIFT
- FORMALIZE CORPORAL RANK - SALARY ADJUSTMENT
- EXCESS SICK TIME BUY BACK 2:1

OPERATING AND EQUIPMENT - \$134,015

- NEW ACCOUNTING SOFTWARE
- IT AND COMPUTER UPGRADES AND LICENSES
- TICKET WRITER EXPANSION - PRINTERS
- ALPR CONDOR EXPANSION - 9 CAMERAS
- STARLINK

CAPITAL

- VEHICLES – 2



2026 Budget
Workshop
Report



Federal Differentials

Night Work Hours

A prevailing rate employee is entitled to a night shift differential when the majority of hours worked during a regularly scheduled nonovertime shift occur in either of these two shifts:

Shift Hours	Night Shift Differential
3 p.m to midnight	7½ percent differential
11 p.m. to 8 a.m.	10 percent differential

"Majority of hours" means a number of whole hours greater than one-half (including meal breaks), e.g., 5 hours of a scheduled 8 hour shift.

The night shift differential is paid for the entire shift when the majority of hours fall within the specified periods.

Relationship to Basic Pay


Night shift differential is a part basic pay.

Relationship to Other Premium Pay

Night shift differential is included in the rates of basic pay for prevailing rate employees and is used as a basis for computing overtime pay, Sunday pay, holiday pay, and amounts of deductions for retirement and group life insurance.




State of Texas Differentials



Fiscal Management
Glenn Hegar
Texas Comptroller of Public Accounts

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[General Provisions Q – Z](#)
[Agency-Specific Provisions](#)
[Institution of Higher Education Provisions](#)
[Non-Salary Payments](#)
[Mandatory Deductions](#)
[Voluntary Deductions](#)

Agency-Specific Provisions

Certification Pay, Education Pay, and Bilingual Pay

Clothing and Cleaning Allowances

Compensatory Per Diem

Corporal Pay – Texas Department of Public Safety

Differential Payments – Texas Military Department

Supplemental Pay for Texas School for the Blind and Visually Impaired and School for the Deaf

Employees of the Legislative Branch

Evening, Night or Weekend Shift Salary Differential

Clinical, Testing and Support Personnel

Data Processing or Printing Operations Personnel

Agency-Specific Provisions

Evening, Night or Weekend Shift Salary Differential

Authorized agencies may pay a shift differential to employees in certain positions who are required to work scheduled hours outside of the usual business workday. These agencies determine which employees in the following categories are eligible for the salary differential.

Clinical, Testing and Support Personnel

The Health and Human Services Commission and the Department of State Health Services are authorized to pay an additional night shift salary differential not to exceed 15 percent of the monthly pay rate to clinical, testing and support personnel who work the 3 p.m. to 11 p.m. shift or the 11 p.m. to 7 a.m. shift, or their equivalents.

A weekend shift salary differential not to exceed 5 percent of the monthly pay rate may be paid to persons who work weekend shifts.

The evening or night shift salary differential may be paid in addition to the weekend shift salary differential.

Data Processing or Printing Operations Personnel

All Texas Health and Human Services agencies may pay an evening or night shift salary differential not to exceed 15 percent of the monthly pay rate to personnel in data processing or printing operations who work the 3 p.m. to 11 p.m. shift or the 11 p.m. to 7 a.m. shift, or their equivalents.

A weekend shift salary differential not to exceed 5 percent of the monthly pay rate may be paid to persons who work weekend shifts.

The evening or night shift salary differential may be paid in addition to the weekend shift salary differential.

Statewide Intake Personnel

The Department of Family and Protective Services may pay an evening or night shift salary differential not to exceed 15 percent of the monthly pay rate to personnel in the



2026 Budget
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Report



2026 BUDGET REQUEST

M&O BUDGET INCREASE - \$599,528 (\$199,843 PER CITY)

CAPITAL BUDGET DECREASE - <\$26,000>

TOTAL 2026 BUDGET INCREASE - \$573,528 (\$191,176 PER CITY)

BUDGET NOTES

**PAY FOR AED'S & CALL LOGGER WITH REFUND MONIES
\$100,000 (\$33,333 PER CITY)**



2026 Budget
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2026 BUDGET

2026 TOTAL MVPD BUDGET \$8,680,494

POLICE COMMISSION REQUESTS TO APPLY \$100K OF CAPITAL RESERVE FUNDS TOWARDS 2026 VEHICLE PURCHASES. THIS WILL REDUCE AMOUNT REQUESTED FROM THE CITIES TO \$8,580,494 OR \$2,860,165 PER CITY.

2025 BUDGET COST PER CITY \$2,702,322

2026 BUDGET COST PER CITY \$2,860,165

2026 INCREASE PER CITY \$157,843

APPLY BALANCE OF 2023 REFUND OF \$135,853 (45,284)

APPLY BALANCE OF 2024 REFUND OF \$

2026 BUDGET COST REMAINING \$

2026 BUDGET COST PER CITY \$

NET INCREASE



2026 Budget
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Report



Memorial Villages Police Department

Serving Bunker Hill, Pincey Point, and Hunters Creek Villages

Opportunity for Experienced Police Officers



\$90,178 - \$96,461

Benefits:

Strong Community and Department Support

Hiring Bonus \$1500

Night Shift Differential \$3600

Bi-Lingual Pay

Educational / Certification / Longevity Pay

Health care Insurance 100% for Employee, 75% for Spouse/Dependents

TMRS Retirement 7% 2:1 match, 20-year retirement. COLA 50% of retirement

Department Funded 457 Deferred Compensation Plan with employer contribution of 2.5% annual salary

Tuition Reimbursement

Work life balance with 12 Hour shifts and every other Fri/Sat/Sun off

Starting Salary Range DOQ



Requirements:

5 Years Patrol Experience

TCOLE Certified

Valid TX Driver's License

US Citizen

Positive Attitude

Strong Work Ethic

Problem Solver

Desire to Succeed





WWW.MVPDTEX.ORG
EQE/M/F/R
11981 Memorial Dr.
Houston, Tx 77024
713.385.3700

Memorial Villages Police Department

Serving Bunker Hill, Pincey Point, and Hunters Creek Villages

Opportunity for Experienced Police Officers



\$102,178 - \$108,461

Benefits:

Strong Community and Department Support

Hiring Bonus \$1500

Night Shift Differential \$3600

Bi-Lingual Pay

Educational / Certification / Longevity Pay

Health care Insurance 100% for Employee, 75% for Spouse/Dependents

TMRS Retirement 7% 2:1 match, 20-year retirement. COLA 50% of retirement

Department Funded 457 Deferred Compensation Plan with employer contribution of 2.5% annual salary

Tuition Reimbursement

Work life balance with 12 Hour shifts and every other Fri/Sat/Sun off

Starting Salary Range DOQ



Requirements:

5 Years Patrol Experience

TCOLE Certified

Valid TX Driver's License

US Citizen

Positive Attitude

Strong Work Ethic

Problem Solver

Desire to Succeed





WWW.MVPDTEX.ORG
EQE/M/F/R
11981 Memorial Dr.
Houston, Tx 77024
713.385.3700



2026 Budget
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Memorial Villages Police Department

Serving Bunker Hill, Piney Point, and Hunters Creek Villages

Opportunity for Experienced Police Officers



NEW PAY RANGE 2026

\$102,178 - \$108,461

Benefits:

- Strong Community and Department Support
- Hiring Bonus \$1500
- Night Shift Differential \$3600
- Bi-Lingual Pay
- Educational / Certification / Longevity Pay
- Health care Insurance 100% for Employee, 75% for Spouse/Dependents
- TMRs Retirement 7% 2:1 match, 20-year retirement. COLA 50% of retirement
- Department Funded 457 Deferred Compensation Plan with employer contribution of 2.5% annual salary
- Tuition Reimbursement
- Work life balance with 12 Hour shifts and every other Fri/Sat/Sun off

Requirements:

- 5 Years Patrol Experience
- TCOLE Certified
- Valid TX Driver's License
- US Citizen
- Positive Attitude
- Strong Work Ethic
- Problem Solver
- Desire to Succeed

Starting Salary Range DOQ



WWW.MVPDTEX.ORG

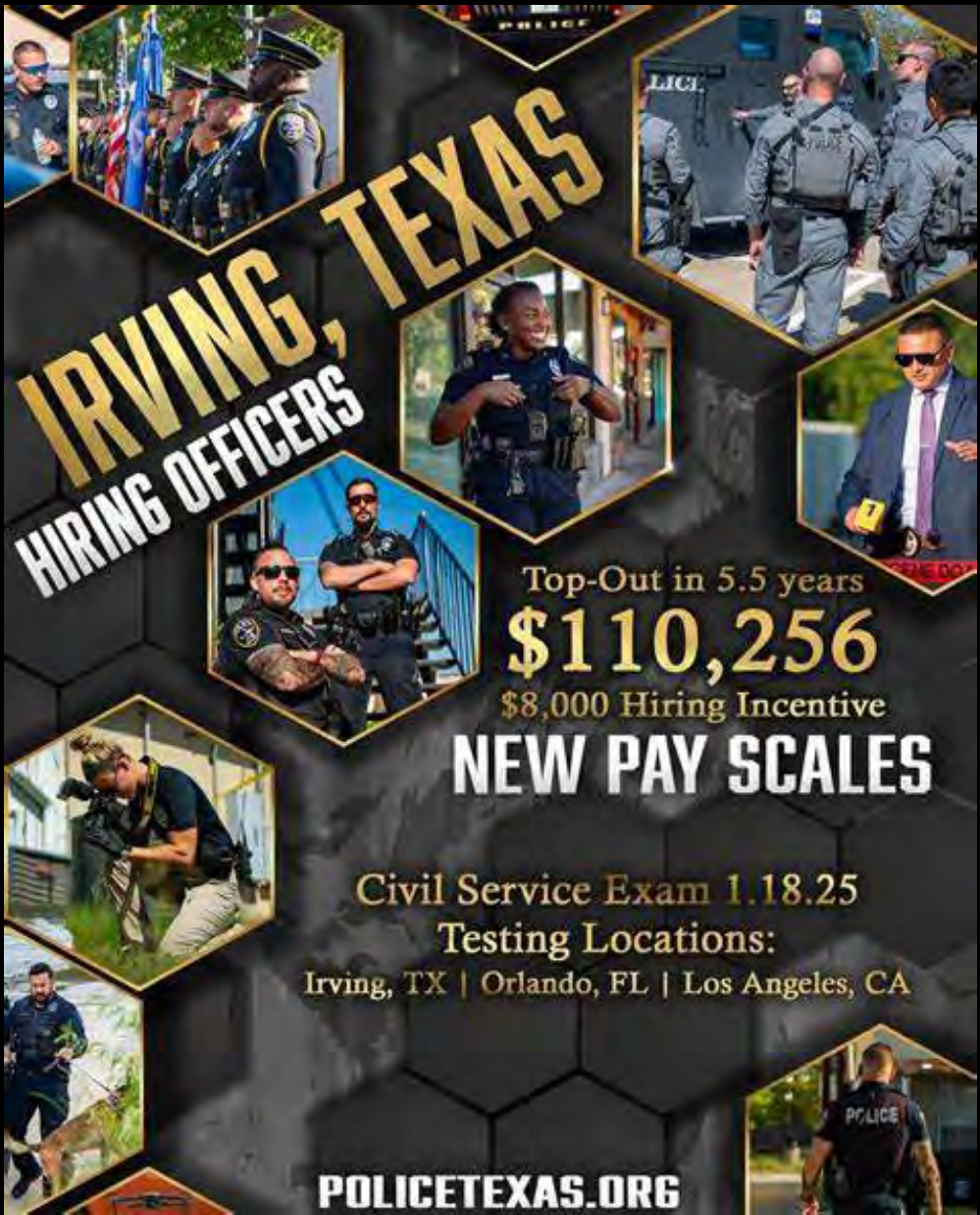
EOE/M/F/D

11961 Memorial Dr.
Houston, Tx 77024
713.385.3700



IRVING, TEXAS

HIRING OFFICERS



Top-Out in 5.5 years
\$110,256
\$8,000 Hiring Incentive

NEW PAY SCALES

Civil Service Exam 1.18.25

Testing Locations:
Irving, TX | Orlando, FL | Los Angeles, CA

POLICETEXAS.ORG



2026 Budget
Workshop
Report





Memorial Villages Police Department Summary

FY2026 Budget Proposal

FY26 Proposed Budget Summary

The Memorial Villages Police Commission has recommended adoption of the FY26 Budget proposal and is submitting that for approval by member cities. **The overall proposed budget is \$8,680,494.** However, the MVPD Chief is proposing utilizing \$100,000 presently held in the Special Capital Assets fund to offset the costs of the vehicle purchases, thereby submitting for approval an **FY2026 Budget Funding Request of \$8,580,494** which is an additional \$473,528 or 5.84 % increase over the FY25 **adopted** budget.

A comparative view and breakdown of the proposed budget is as follows:

Category	2025 Adopted Budget	2026 Requested Budget	Variance	% Change
MAINTENANCE AND OPERATIONS (M&O)	7,936,966	8,536,494	599,528	8%
VEHICLE REPLACEMENT	144,000	44,000	(100,000)	-69%
CAPITAL PROJECTS	26,000	0	(26,000)	-100%
TOTAL BUDGET REQUEST	8,106,966	8,580,494	473,528	5.84%

The total cost to each city would equate to \$2,860,165:

- M&O \$2,845,498
- Vehicles \$14,667

The Department is requesting the following assessments from each city in January 2026:

- Maintenance & Operations **\$474,250**
 - **Vehicle Replacement \$14,667**
- *The Department is requesting transfer of \$100,000 from the Special capital assets fund to the Auto Replacement fund to offset the purchase of the FY26 vehicles.**

February 2026 through November 2026 assessments for each city will be invoiced as follows:

- Maintenance & Operations **\$237,124.80**

No invoice will generate in December 2026.

FY26 Budget Highlights

Category		2024 Adopted	2025 Adopted Budget	2026 Requested Budget	Variance	% Change
100	PERSONNEL/BENEFITS	6,466,610	6,744,765	7,200,278	455,513	7%

100 PERSONNEL/BENEFITS:

MVPD currently has forty-four full-time (FTEs) and one part-time employee. There are thirty-two sworn personnel, ten full-time telecommunications officers, two administrative personnel, and one part time records clerk. The Department also utilizes two former telecommunications officers on an as needed basis, along with a video/media intern.

This category includes salary, overtime, court/bailiff costs, TMRS allocation (estimated at 21% of gross earnings), 2.5% employer contributions to 457b accounts for full time employees, and the health benefits costs. The proposed budget continues to support the salary and retention plan specifically created to attract, hire, and retain the best and most qualified employees.

Retention Incentives:

The Chief along with the Board of Police Commissioners is recommending a 4% base salary adjustment on January first, along with a 1% step increase, awarded on employment anniversary date. The Office/Human Resources Manager and Finance Manager will receive a 5% adjustment on January 1st.

To help strengthen the Department's commitment to employee retention, this proposal also includes increasing the night shift differential for eligible employees from \$3,601 to \$12,000 annually for full and from \$1,800 to \$6,000 split shift.

Additionally, the proposal seeks to implement a 3% base hourly rate adjustment to reclassify four officer positions to corporal positions. As well as implementing a sick leave buyback program, in which employees who have reached the maximum sick leave accrual (504 hours) are able to earn an additional 63.96 hours per year and then convert those hours into a year end payout at their current hourly rate.

Category		2024 Adopted	2025 Adopted Budget	2026 Requested Budget	Variance	% Change
200	INSURANCE	80,510	84,400	86,800	2,400	3%

200 INSURANCES:

The insurance category represents our auto, general, public official bond, professional, and real property insurance coverage through the Texas Municipal League. Rates are determined by TML. The amount requested reflects anticipated rate increases based on current billing.

Category		2024 Adopted	2025 Adopted Budget	2026 Requested Budget	Variance	% Change
300	FLEET MAINTENANCE	182,000	195,000	215,000	20,000	10%

300 FLEET MAINTENANCES:

The fleet maintenance category includes the annual fuel costs, vehicle maintenance, damage repair, and tire replacement costs.

Category		2024 Adopted	2025 Adopted Budget	2026 Requested Budget	Variance	% Change
400	BUILDING MAINTENANCE	73,800	73,900	72,450	(1,450)	-2%

400 BUILDING

The building maintenance category includes the annual janitorial services contract, building refresh i.e., filing cabinets, lockers, and chairs. This category covers any repair costs associated with the upkeep of the building.

Category		2024 Adopted	2025 Adopted Budget	2026 Requested Budget	Variance	% Change
500	OFFICE	70,400	75,000	78,800	3,800	5%

500 OFFICE

The office category includes funding requests for computer purchases & replacement, postage machine & supplies, office supplies, bank service charges, and payroll contract expenditures.

Category		2024 Adopted	2025 Adopted Budget	2026 Requested Budget	Variance	% Change
600	UTILITES	69,575	68,540	72,500	3,960	6%

600 UTILITIES

The utilities category includes expenditures related to monthly telephone, electric, water & sewer, and natural gas services.

Category		2024 Adopted	2025 Adopted Budget	2026 Requested Budget	Variance	% Change
700	CONTRACT/SERVICES	408,408	460,402	558,707	98,305	21%

700 CONTRACT/SERVICES

The contract/services category includes MVPD's equipment, software maintenance contracts, annual SETCIC fees, legal & professional service fees, and IT contracts.

Major contracts supported by this category:

FLOCK SAFETY – License plate reader cameras - this technology can help law enforcement identify vehicles by make, color, and decals. Condor cameras - once alerted and activated - allow officers to receive real time situational awareness before they approach the scene.

AXON – Supports the body worn camera, fleet video camera, and evidence.com.

IOSO – Managed Services contract for the Department's information technology service provider.

Category		2024 Adopted	2025 Adopted Budget	2026 Requested Budget	Variance	% Change
800	OPERATIONS	225,797	234,959	251,959	17,000	7%

800 OPERATIONS

The operations category includes line items that support accreditation, uniforms, training, travel, recruiting costs, criminal investigations, tasers, small equipment, and contingency funding requests.

Category		2024 Adopted	2025 Adopted Budget	2026 Requested Budget	Variance	% Change
1000	AUTO REPLACEMENT	140,000	144,000	44,000	(100,000)	-69%

1000 –AUTO REPLACEMENT

Line items in this category support our vehicle replacement plan. **The FY26 request is for two vehicles. This line item reflects the request to fund \$100,000 of the estimated costs with funds on hand in the Special Capital Assets Account.**

NOTE: All vehicle purchased must be approved by the Police Commission prior to ordering.



April 8, 2025

TO: Police Commission

FROM: R. Schultz, Chief of Police

REF: 2024 Review of Services and FY24 Budget Equitable Funding Review

In order to assist the Police Commission in reviewing the level of services and the distribution of services to the Cities of Bunker Hill Village, Piney Point Village and Hunters Creek Village. A review of 2024 productivity and calls for service has been conducted.

The below listed summary of 2024 total incidents/data, show calls for service, reports taken, arrests, house watches and citations issued by city.

Reports/Incidents

Bunker Hill-231

Piney Point-255

Hunters Creek-323

Arrests

Bunker Hill-68

Piney Point-52

Hunters Creek-63

CAD Events/House Watches

Bunker Hill- 24,548/19,569

Piney Point- 19,598/14,461

Hunters Creek- 27,723/21,515

Accidents

Bunker Hill – 20

Piney Point – 46

Hunters Creek - 80

A review of traffic enforcement shows Citations by Village.

- Bunker Hill: 2,981
- Piney Point: 2,706
- Hunters Creek: 2,843

Each Village is assigned one officer per day, per shift. This is minimum staffing and is accomplished throughout the year.

It is recommended that funding remains equal at 33.3% per village.

MVPD VEHICLE INVENTORY March 2025											
UNIT #	Assigned	YEAR	MAKE					2/13/2024	4/1/2025	2024-Current	
				9/22/2020	9/30/2021	4/1/2022	10/3/2023			Expenses	
181	ALPR	2018	Ford	47,833	60,998	74,030	75,200	x	x	\$0.00	Non-operational fixed location
185	Patrol	2020	DODG	10,112	21,222	35,500	69,715	91,715	113,715	\$461.13	Auction 2024
186	Patrol	2020	DODG	9,966	19,910	41,300	70,855	72,855	116,855	\$68.05	Auction 2024
187	Patrol	2020	DODG	10,015	19,411	38,300	67,469	89,469	111,469	\$1,262.39	Auction 2024
188	Patrol	2020	DODG	25	5,890	13,400	42,847	64,847	86,847	\$785.24	Auction 2024
189	Patrol	2020	DODG	25	6,134	15,300	43,781	65,781	62,000	\$672.00	Replaced Unit 180- SGT
190	Patrol	2021	CHEV	25	4,221	9,746	43,260	65,260	73,570	\$1,142.82	SGT
191	Patrol	2022	CHEV	25	4,221	9,746	39,461	61,461	87,913	\$6,507.17	
192	Patrol	2022	CHEV	25	4,221	9,746	35,564	57,564	68,965	\$1,599.16	
193	Patrol	2022	CHEV	25	4,221	9,746	37,763	59,763	81,632	\$1,021.01	
194	Patrol	2022	CHEV	25	4,221	9,746	30,846	52,846	68,957	\$3,197.97	
195	Patrol	2023	CHEV				0	9,000	15,489	\$225.00	SET
196	Patrol	2023	CHEV					9,000	30,842	\$305.00	
197	Patrol	2023	CHEV					9,000	17,300	\$3,164.00	
198	Patrol	2022	DODG				0	22,000	42,859	\$358.99	
199	Patrol	2023	CHEV					0	2,700	\$178.96	
200	Patrol	2023	CHEV					0	1,204	\$0.00	
201	Patrol	2023	CHEV					0	1,193	\$0.00	
UM/Spares											
182	DARE	2018	Ford	24,865	35,712	46,500	64,600	86,600	108,600	\$0.00	
83	Pool	2012	CHEV	124,122	125,667	126,400	138,842	157,416	168,024	\$3,180.14	Going to Auction 2025
84	Chief	2016	DODG	46,100	54,333	62,000	80,900	85,900	96,400	\$4,112.18	
85	Commander	2017	DODG	36,000	55,776	65,200	85,600	90,600	106,600	\$4,602.87	
87	Det Grey	2017	DODG	73,000	91,212	103,479	135,442	140,442	160,451	\$1,620.83	Out of Service 2025- Going to Auction
79	Truck	2008	FORD	124,112	126,001	128,300	133,200	X	133,758	\$0.00	
86	Det Black	2018	DODG	40,000	52,444	65,600	88,378	88,151	166,637	\$3,647.08	Out of Service 2025- Pool Car
88	Commander	2023	Dodge				41,100	47,001	58,100	\$259.56	Transferred to Patrol 2024
91	Det Black	2023	DODG						250	\$0.00	New CID Unit
92	Det Black	2023	DODG						150	\$0.00	Replaced Unit 87
93	Det Black	2023	DODG						0	\$0.00	Replaced Unit 86
TU-1	Black	2023	DODG						6,693	\$653.00	Challenger SET unit
							disinfect	disinfect	disinfect	\$0.00	
							misc	misc	misc	\$3,826.17	
Avg Mileage for Fleet				app 67000	app 62000	app 55000	app 55000	app 55000	app 55000		
Note: Patrol units asgd to 2 officers per unit driving @22,000 per year.							tires	tires	tires	\$1,416.30	
Note: Admin/Suppoprt Services/ Chief/ Assitant Chief vehicles based on a single officer driving @8500 miles per year.											
Current Mileage											
Going Out of Service											
Note: Spare unit											
In service											
							Total	Total	Total	\$44,267.02	

TO: Mayor and City Council

FROM: R. Pennington, City Administrator

VIA: Village Fire Department Commission

MEETING DATE: April 28, 2025

SUBJECT: Consideration and possible action on Village Fire Department.

Agenda Item: 3

Summary:

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

- a) Update on activities (pages 1-2)
- b) VFD Budget Amendment 2025-02 (page 3)
- c) VFD Financial Documents, Meeting Agendas, and Minutes (page 4-48).

Village Fire Department Budget Amendment 2025-02 to allocate funds for leasing an aerial ladder truck during the interim period prior to the construction and delivery of the SME006 aerial ladder truck, which is set to replace Ladder 1.

Action:

- 1) Approve the VFD Budget Amendment 2025-02, which modifies the allocation of \$110,000.



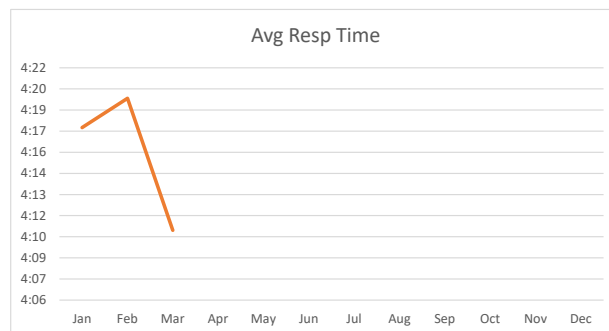
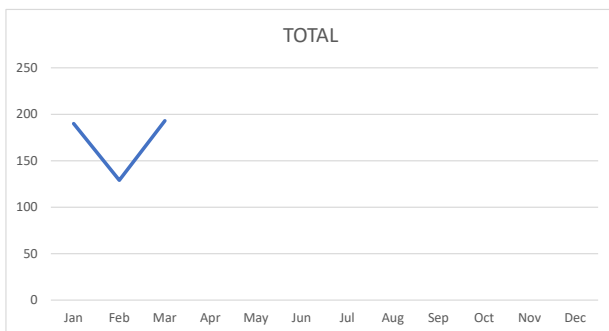
Village Fire Department
901 Corbindale Rd
Houston, TX, 77024
Phone# (713) 468-7941 Fax# (713) 468-5039

March 2025 Summary - All Cities

Call/Incident Type/Detail	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total YTD
TOTAL	190	129	193										512
Abdominal Pain	1	2	4										7
Allergic Reaction	0	1	1										2
Back Pain	0	0	1										1
Carbon Monoxide Detector No Symptoms	5	2	2										9
Cardiac/Respiratory Arrest	1	2	1										4
Check a Noxious Odor	1	2	1										4
Check for Fire	0	2	0										2
Check for the Smell of Natural Gas	5	1	9										15
Check for the Smell of Smoke	1	0	1										2
Chest Pain	5	1	7										13
Diabetic Emergency	0	1	0										1
Difficulty Breathing	11	4	9										24
Fall Victim	12	10	15										37
Fire Alarm Business	23	4	5										32
Fire Alarm Church or School	4	3	9										16
Fire Alarm Residence	31	23	18										72
Gas Leak	4	3	1										8
Heart Problems	8	4	7										19
Hemorrhage/Laceration	1	3	4										8
House Fire	1	1	0										2
Injured Party	4	2	5										11
Medical Alarm	3	1	2										6
Motor Vehicle Collision	22	14	23										59
Motor Vehicle Collision with Entrapment	1	0	0										1
Motor Vehicle vs Motorcycle	0	1	0										1
Object Down in Roadway	0	0	3										3
Oven/Appliance Fire	0	0	1										1
Overdose/Poisoning	0	3	2										5
Possible D.O.S.	1	0	0										1
Powerlines Down Arcing/Burning	1	0	4										5
Psychiatric Emergency	2	2	4										8
Seizures	0	0	4										4
Service Call Non-emergency	11	8	10										29
Sick Call	9	12	16										37
Smoke in Residence	2	0	0										2
Stroke	3	2	3										8
Transformer Fire	0	1	0										1
Trash Fire	0	0	1										1
Traumatic Injury	0	1	0										1
Unconscious Party/Syncope	10	8	12										30
Unknown Medical Emergency	6	3	5										14
Vehicle Fire	1	2	3										6

Month	# of Incidents	Avg Resp Time
Jan	144	4:18
Feb	105	4:20
Mar	161	4:11
Apr		
May		
Jun		
Jul		
Aug		
Sep		
Oct		
Nov		
Dec		
410		4:16

Note: Nat'l Std Fire Response Time: 6:50
Note: Nat'l Std Fire EMS Time: 6:30



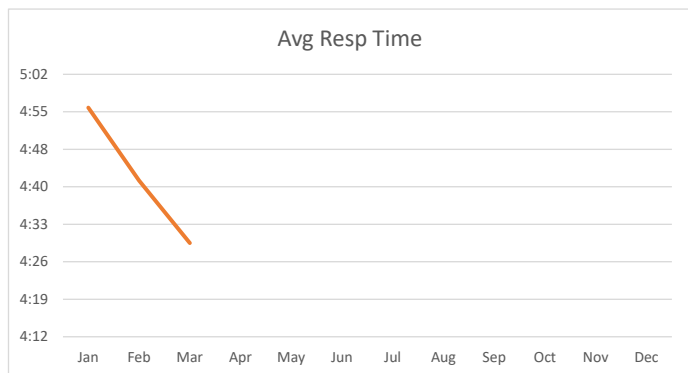
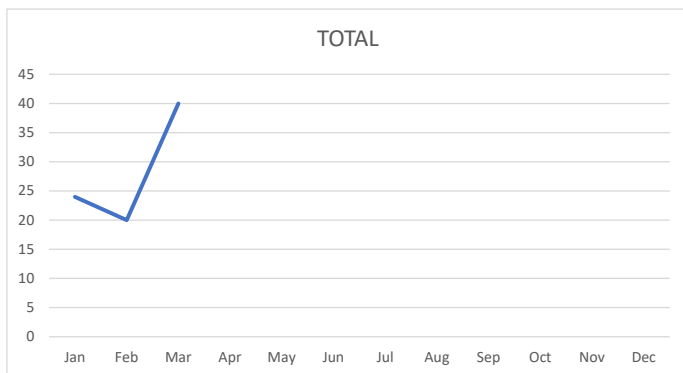


Village Fire Department
901 Corbindale Rd
Houston, TX, 77024
Phone# (713) 468-7941 Fax# (713) 468-5039

March 2025 Summary - Piney Point

Call/Incident Type/Detail	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total YTD
TOTAL	24	20	40										84
Abdominal Pain	0	0	1										1
Carbon Monoxide Detector No Symptoms	2	0	0										2
Cardiac/Respiratory Arrest	0	1	0										1
Check a Noxious Odor	1	0	0										1
Check for the Smell of Natural Gas	1	0	2										3
Chest Pain	1	0	1										2
Difficulty Breathing	0	0	1										1
Fall Victim	2	3	3										8
Fire Alarm Business	0	0	1										1
Fire Alarm Church or School	1	2	7										10
Fire Alarm Residence	5	5	8										18
Gas Leak	1	0	0										1
Heart Problems	1	0	1										2
Medical Alarm	1	0	1										2
Motor Vehicle Collision	1	1	2										4
Object Down in Roadway	0	0	2										2
Overdose/Poisoning	0	1	0										1
Powerlines Down Arcing/Burning	0	0	1										1
Psychiatric Emergency	0	0	1										1
Service Call Non-emergency	3	3	2										8
Sick Call	2	1	5										8
Smoke in Residence	1	0	0										1
Stroke	0	1	1										2
Traumatic Injury	0	1	0										1
Unconscious Party/Syncope	1	1	0										2

Month	# of Incidents	Avg Resp Time
Jan	16	4:56
Feb	14	4:42
Mar	26	4:30
Apr		
May		
Jun		
Jul		
Aug		
Sep		
Oct		
Nov		
Dec		
<hr/>		
	56	4:42



VILLAGE FIRE DEPARTMENT



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

Protecting and Serving the Cities of:
BUNKER HILL VILLAGE HEDWIG
VILLAGE HILSHIRE VILLAGE
HUNTERS CREEK VILLAGE
PINEY POINT VILLAGE SPRING
VALLEY VILLAGE

Budget Amendment 2025-02

To:	Gerardo Barrera	City of Bunker Hill Village
	Wendy Baimbridge	City of Hedwig Village
	Cassie Stephens	City of Hilshire Village
	Tom Fullen	City of Hunters Creek Village
	Bobby Pennington	City of Piney Point Village
	John McDonald	City of Spring Valley Village
Cc:	Board of Commissioners & Alternates	Village Fire Department
From:	Amy Buckert	Village Fire Department
Date:	April 1, 2025	
Re:	Budget Amendment 2025-02	

During the regular monthly Village Fire Department Board Meeting on March 26, 2025, the Village Fire Department Board of Commissioners unanimously approved a budget amendment to fund the lease of an Arial Ladder Truck, while VFD awaits the construction and delivery of the SME006 Arial Ladder Truck to replace Ladder 1. The Village Fire Department Board of Commissioners is requesting that the member Cities approve a 2025 budget amendment in an amount not to exceed \$110,000 to facilitate the lease. This budget amendment will not result in an additional assessment to the member Cities in 2025.

The total budget amendment of \$110,000.00 will be funded by:

- The interest earned on the insurance proceeds for Ladder 1 (in an amount anticipated to be approximately \$81,000.00); and
- The Capital Replacement Fund in an amount not to exceed \$29,000.00.

Please put this budget amendment on your earliest agenda for consideration and advise us of your council's action in writing.

VILLAGE FIRE DEPARTMENT
REGULAR MONTHLY BOARD MEETING AGENDA
Wednesday, April 23, 2025, 6:00 P.M

Notice is hereby given of a regular monthly meeting of the Fire Commission of the Village Fire Department, to be held on **Wednesday, April 23, 2025, at 6:00 P.M.**, 901 Corbindale Road, Hedwig Village, Texas 77024.

1. **CALL TO ORDER**
2. **COMMENTS FROM THE PUBLIC** – Comments are limited to 3 minutes each.
3. **CONSENT AGENDA** – All Consent Agenda items listed are considered to be routine by the Board of Commissioners and will be enacted by one motion. There will be no separate discussion of these items unless a Board Member requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.
 - A. Approval of Minutes – Regular Monthly Board Meeting Minutes March 26, 2025
 - B. Approval of Bills Paid – March 2025
4. **REPORTS**
 - A. Treasurer’s Financial Reports and possible action – March 2025
 - B. Administrator’s Report and possible action – March 2025
 - C. Investment Report – March 2025
 - D. Fire Chief’s Report and possible action – March 2025
5. **DISCUSSION ITEMS/PRESENTATION OF SPECIAL REPORTS** – The Board will discuss and consider possible action on the following:
 - A. Temporary Aerial Apparatus
6. **DISCUSSION OF AND POSSIBLE ACTION ON THE FOLLOWING** – The Board will discuss and consider possible action on the following:
 - A. TMRS Retirement
7. **DISCUSSION OF AND POSSIBLE ACTION REGARDING PAST FINANCIAL MATTERS** - The Board of Commissioners will discuss and take any action necessary related to past financial matters, the resulting forensic audit, and steps toward resolution.
8. **DISCUSSION OF AND POSSIBLE ACTION REGARDING TIMING AND PAYMENT OF 2024 AUDIT** - The Board of Commissioners will discuss and take any action necessary related to past financial matters, the resulting forensic audit, and steps toward resolution.

I certify that the agenda for the 23rd of April 2025 Regular Monthly Board Meeting was posted at the fire department this the 17th day of April 2025, at 7:00 P.M. – Amy Buckert, Administrator/Finance Director

The facility is wheelchair-accessible and accessible parking is available. Requests for accommodations or interpretive services must be made at least forty-eight (48) hours prior to this meeting. Please contact the Fire Chief’s Office at (713) 468-7941 for further information.

9. **DISCUSSION OF AND POSSIBLE ACTION REGARDING COMBINING GENERAL FUND SAVINGS AND CHECKING INTO ONE ACCOUNT** - The Board of Commissioners will discuss and take any action necessary related to closing the savings account and combining the General Fund checking and savings accounts.
10. **DISCUSSION OF AND POSSIBLE ACTION REGARDING AUDIT FIRM REQUEST FOR QUALIFICATIONS** - The Board of Commissioners will discuss and take any action necessary related to seeking qualifications from audit firms for annual audit work.
11. **DISCUSSION OF AND POSSIBLE ACTION REGARDING AMENDMENT TO THE VFD BYLAWS** - The Board of Commissioners will discuss and take any action necessary related to amending the VFD bylaws.
12. **DISCUSSION OF AND POSSIBLE ACTION REGARDING APPOINTMENT OF ALL COMMITTEES** - The Board of Commissioners will discuss and take any action necessary related to appointing Committee members.
13. **DISCUSSION OF AND POSSIBLE ACTION REGARDING FY 2026 BUDGET DISCUSSION #3** – The Board of Commissioners will conduct Budget Discussion #3 to include discussion and possible action.
14. **EXECUTIVE SESSION** - The Board of Commissioners will retire into Executive Session as authorized by Chapter 551; Texas Government Code, to seek legal advice related to the following matters:
 - A. Executive session pursuant to Texas Government Code Section 551.074 authorizing a governmental body to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Fire Chief
 - B. Executive session pursuant to Texas Government Code Section 551.074 authorizing a governmental body to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Administrator/Finance Director
 - C. Executive session pursuant to Section 551.071 consultation with attorney regarding pending or contemplated litigation
15. **ACTION – CLOSED SESSION** – The Board of Directors will consider and take any actions necessary on items discussed in Executive Session
16. **FUTURE TOPICS**

I certify that the agenda for the 23rd of April 2025 Regular Monthly Board Meeting was posted at the fire department this the 17th day of April 2025, at 7:00 P.M. – Amy Buckert, Administrator/Finance Director

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

17. ROTATION OF OFFICERS

2025/2026 Rotation

- Commissioner PPV Henry Kollenberg – **Chair**
- Alternate Dan Ramey
- Commissioner SVV John Lisenby – **Vice Chair**
- Alternate Council Member Steve Bass
- Commissioner HCV Rob Adams – **Treasurer**
- Alternate John DeWitt
- Commissioner Hil V Mike Garofalo - **Secretary**
- Alternate Mayor Robert “Bob” Buesinger
- Commissioner HV Matt Woodruff
- Alternate Council Member Patrick Breckon
- Commissioner BHV Keith Brown
- Alternate Council Member Clara Towsley

18. NEXT MEETING DATE

May 28, 2025

19. ADJOURNMENT

I certify that the agenda for the 23rd of April 2025 Regular Monthly Board Meeting was posted at the fire department this the 17th day of April 2025, at 7:00 P.M. – Amy Buckert, Administrator/Finance Director

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

Minutes
**VILLAGE FIRE DEPARTMENT
REGULAR MONTHLY BOARD
MEETING**
Wednesday, March 26, 2025, 6:00 P.M.

1. CALL TO ORDER

A regular fire commission meeting of the Village Fire Department was held on Wednesday, March 26, 2025, at 901 Corbindale, Houston, Texas 77024. It began at 6:00 p.m. and was presided over by Keith Brown. The secretary was present.

Present & Voting Were:

City of Bunker Hill Village
City of Hedwig Village
City of Hilshire Village
City of Hunters Creek
City of Piney Point Village
City of Spring Valley Village

Commissioner Keith Brown, Chair
Commissioner Matt Woodruff
Mayor Robert (Bob) Buesinger
Commissioner Rob Adams, Secretary
Commissioner Henry Kollenberg, Vice Chair
Commissioner John Lisenby, Treasurer

Present Were:

City of Hedwig Village
City of Hunters Creek
City of Piney Point Village
City of Spring Valley Village

Alternate Patrick Breckon
Alternate John DeWitt
Alternate Dan Ramey
Alternate Steve Bass

Village Fire Department
Administrative Staff

Fire Chief, Howard Miller
Amy Buckert, Administrator/Finance Director
Katherine Stuart, Administrative Specialist

Randle Law Firm

Attorney Brandon Morris

Not Present Were:

City of Bunker Hill Village
City of Hilshire Village

Alternate Clara Towsley
Commissioner Mike Garofalo

2. COMMENTS FROM THE PUBLIC – Comments are limited to 3 minutes each.

None

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

- A. Approval of Minutes – Regular Monthly Board Meeting Minutes February 26, 2025
- B. Approval of Bills Paid – January 2025, February 2025

Motion: Woodruff

Second: Buesinger

Unanimously approved

4. **REPORTS**

- A. Treasurer's Financial Reports and possible action – restated December 2024, January 2025, and February 2025
- B. Administrator's Report and possible action – February 2025 (attached)
- C. Investment Report – February 2025 (attached)
- D. Budget Committee Meeting Report (deferred to agenda item #10)
- E. Audit Committee Meeting Report (deferred to agenda item # 9)
- F. Fire Chief's Report and possible action – February 2025

The department is fully staffed. Captain Ekblaw is undergoing physical therapy for his knee. Engine 1 had a pump leak repaired and annual preventative maintenance. Rescue tool bi-annual maintenance was performed on March 6. There were no major incidents. There were 58 Fire Incidents, 63 EMS type Incidents, 8 Service Calls Non-Emergency and 129 total incidents. The Average Response Time was 4 Minutes, 20 Seconds, and the National Standard is 6:30. Fire hydrant inspections are underway. A Safety Committee was created to reduce accidents and injuries. The committee will review tactical guidelines; policies; and procedures, investigate accidents, investigate injuries, department training, and make reports and recommendations to the Fire Chief. Deputy Chief Tim Miller, the department's training officer, is working with Alternate Commissioner Dewitt to come up with a health and fitness program. Katherine is working on the on-the-job time loss from injuries.

Motion: No Action Taken

Second:

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

- A. Temporary Aerial Apparatus

Chief Miller informed the Board that Deputy Chiefs DePaul and Witt were reviewing options for a leased fire truck, and the cost is approximately \$395 per month. There was discussion regarding how to best secure the funding for the truck, and the length of the lease. It would require the consent of the cities, and the preparation of a budget amendment to approve the use of the interest and other funds.

There was a motion to lease a vehicle, an interim quint, pending the new one being delivered.

Motion: Woodruff

Second: Lisenby

Unanimously approved

The second motion was preparation and submission of a budget amendment for the Cities approval, authorizing the expenditure of up to \$400 per day.

Motion: Woodruff

Second: Lisenby

Unanimously approved

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

- A. Resolution 2025-01 amending the authorized key executives on Village Fire Department's Wells Fargo account

The Administrator informed the Board that there is one Wells Fargo account still active, and that is one of the Ambulance Billing Accounts. It has been left open because a few of the insurance companies have that routing number, and they can deposit funds there. There have been no deposits since the Administrator's arrival in October. The fees for that account, since they're not our main depository anymore, are approximately \$80 a month. Staff is recommending closure of that account. Unfortunately, nobody is still employed here that was on that account.

Wells Fargo requires minutes to appoint key executives, and the Department Attorney Brandon Morris prepared a resolution so that the action could be taken tonight and get that account closed. The resolution authorizes Amy and Katherine to be the key executives on the account, which is what the bank.

With the resolution in place, staff can close the account. Mr. Kollenberg made a motion to appoint Amy Buckert and Katherine Stuart as key executives on the Wells Fargo account, and further authorized Amy Buckert, as Secretary, to execute such certificates as the bank may require on its forms to effectuate the purposes of the foregoing. Mr. Woodruff seconded the motion. The Board unanimously approved the resolution.

Motion: Kollenberg

Second: Woodruff

Unanimously approved

7. **DISCUSSION OF AND POSSIBLE ACTION ON THE FOLLOWING** – The Board will discuss and consider possible action on the following:

A. QuickBooks Conversion Update

B. Tipalti Project Update

Staff gave an update on the two financial projects. The Administrator/Finance Director previously circulated a report on the items. Staff sought guidance on the approval chain of workflow within the Tipalti system. Currently checks require two Commissioner signatures, so in trying to stay consistent with that, the workflow will be set up to have two Board-level approvals. Staff explained that the workflow would route approvals through the chain and then up to Amy (and/or Katherine) for payment. Once a month, the Board would receive a check register/payment report for approval rather than a 40-page General Ledger.

After some discussion, it was decided that the Treasurer and the Secretary would be the two Commissioners on the workflow and would approve after the Chief and before the payment of the bills (Amy, Katherine).

Mr. Woodruff moved that the Tipalti bill pay workflow be set up so that after it's approved by the staff that it be approved by the treasurer, and in the absence of the treasurer, the Commissioner next designated to be the treasurer. Mr. Lisenby seconded the motion. The Board voted unanimously in favor.

Motion: Woodruff

Second: Lisenby

Unanimously approved

8. **DISCUSSION OF AND POSSIBLE ACTION REGARDING PAST FINANCIAL MATTERS** - The Board of Commissioners will discuss and take any action necessary related to past financial matters, the resulting forensic audit, and steps toward resolution.

There was no discussion for this item.

Motion: No Action Taken
Second:

9. **DISCUSSION OF AND POSSIBLE ACTION REGARDING TIMING AND PAYMENT OF 2024 AUDIT**

The Administrator advised the Board that Mr. Belt is working to pull the scope down a bit. He's going to draft a letter for our review of the actions taken as a remedy to the documents that Brandon and Schwartz sent over. He wants a letter from the Department saying the improvements that we've made and what processes we've implemented to prevent this from happening again. The Administrator provided Mr. Belt with a list of items completed to date. The PBC list was to be received by the end of February; however, staff has not yet received it.

The Administrator did inform the Board that Mr. Belt said he would ask us to call a meeting of the audit committee once he had everything pinned down. The Board reiterated that the amounts in question in the forensic audit were immaterial.

There was some discussion among the Board about issuing an RFQ for audit services for next year. There was discussion about the fact that the Department has had the same auditor for a number of years is good and demonstrates stability; however, there are also best practices that recommend firms be reviewed every 5-7 years.

After the discussion, no action was taken.

Motion: No Action Taken
Second:

10. **FY 2026 BUDGET DISCUSSION #2** – The Board of Commissioners will conduct Budget Discuss #2 to include discussion and possible action.

The Chair asked the Administrator to review the changes since the last Budget Discussion.

The Administrator first spoke of the proposed TMRS scenarios that were included in the packet and showed how those effected the Budget. She explained that the Department currently has a 2% 457 plan to enhance benefits in lieu of the previous TMRS cuts, but that only one other department does that. All of the TMRS scenarios presented take away the \$110,000 line item for the 457 plan. The salary survey showed that VFD is behind on TMRS benefits compared to many other departments competing for the same talent pool.

There was some discussion about whether the TMRS benefits should be increased, and the associated unfunded liabilities that come with that, or whether there should be a wholesale increase in compensation to allow employees to use that money at their discretion, whether that be as a salary increase or placing into their own retirement accounts.

The Chief was asked how many years of experience the people we just hired have. One is right out of fire school. And the other two came with four or five years of experience. The Department has two people that are in the age band of 20 to 29, and 36 between 30 and 39. There are 16 between 40 to 49, which includes the recently hired and quit employees. There are nine between 50 to 59, and one between 60 to 69..

The Administrator reminded the Commission that if they make a change, it would not be effective until January. She also reminded everyone what Kenneth Oliver said when he came from TMRS to the virtual meeting a couple months ago: these are the percentages for this year. The Commission would need to

build in a bit of a cushion, maybe half a percent or so when taking this budget forward. These are the current percentages, but they'll change in June and they will not be known before the passage of the budget.

And picking a new plan, he's given us an estimate based on it. And so there's a little more flexibility in it, because I think that's why he said half a percent. But I think that's actually quite conservative.

The Commission asked the Administrator to update the summary sheet slide and send it out to the cities. She then asked if it would be helpful to break out each City's portion of costs for each of the scenarios so that the City Administrators could understand their own situations and the costs associated. They asked her to put together a packet outlining the logic of the request and get that out prior to the cities' first April meetings, which begin April 10.

Moving on to the budget discussion, the Administrator outlined the latest changes in the budget document since the last meeting. The Commission asked her to revisit the Office Software line item, the EMS Revenue, and the Interest Earnings.

The Chair expressed his desire to get through this budget process without having an extra budget workshop, but that he believes there may need to be one more between the April and May meetings.

The Administrator informed the Commission that she would be returning to Little Rock at the end of May and would not be in attendance at the May Commission meeting. She did offer the option of attending virtually or wrapping up the budget in advance and passing it off to the Administrative Specialist to present to the Commission.

Motion: No Action Taken

Second:

11. **EXECUTIVE SESSION** - The Board of Commissioners will retire into Executive Session as authorized by Chapter 551; Texas Government Code, to seek legal advice related to the following matters:

- A. Executive session pursuant to Texas Government Code Section 551.074 authorizing a governmental body to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Fire Chief
- B. Executive session pursuant to Section 551.071 consultation with attorney regarding pending or contemplated litigation

The Board convened in Executive Session at 8:10 pm.

Motion: No Action Taken

Second:

The Board reconvened in Regular Session at 8:30 pm. No action was taken.

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

Motion: No Action Taken

Second:

13. FUTURE TOPICS

- A. Auditor RFQ
- B. Amendment to Bylaws removing authorization of Chair to appoint Committees (ILA 5.03)
- C. Reappointment of all Committees

14. NEXT MEETING DATE

April 23, 2025

15. ADJOURNMENT

The meeting was adjourned at 8:32 pm.

DRAFT

Village Fire Department
Statement of Receipts and Expenditures
Accrual Basis
As of March 2025 and YTD

Accounts	25-Mar	25-Mar	Over (Under)	Over (Under)	March 25 YTD	March YTD	Over (Under)	Fiscal Year	Fiscal year Over	Over (Under)
	Actual	Budget	Budget	Budget %			Budget		(Under) Budget	Budget %
			\$	%					\$	%
Receipts										
14000 City Assessments General Fund										
14010 Bunker Hill Village	\$ 156,369	\$ 156,369	\$ -	100%	\$ 547,291	\$ 547,291	\$ -	\$ 1,876,425	\$ (1,329,134)	29%
14020 Hedwig Village	152,254	152,254	-	100%	733,493	532,888	200,605	1,827,045	(1,093,552)	40%
14030 Hilshire Village	24,690	24,690	-	100%	86,414	86,414	-	296,278	(209,864)	29%
14040 Hunter's Creek Village	183,116	183,116	-	100%	640,906	640,906	-	2,197,392	(1,556,486)	29%
14050 Piney Point Village	172,829	172,829	-	100%	604,900	604,900	-	2,073,943	(1,469,043)	29%
14060 Spring Valley Village	267,473	133,736	133,737	200%	209,913	468,077	(258,164)	1,604,837	(1,394,924)	13%
Total 14000 City Assessments General Fund	\$ 956,730	\$ 822,993	\$ 133,737	116%	\$ 2,822,917	2,880,476	\$ (57,559)	\$ 9,875,920	\$ (7,053,003)	29%
24000 Capital Replacement	\$ -	\$ 16,667	(16,667)	0%	\$ -	\$ 58,333	\$ (58,333)	\$ 200,000	(200,000)	0%
14100 Ambulance Fund Income	44,407	20,833	23,574	213%	248,852	62,500	186,352	250,000	(1,148)	100%
14200 Fuel Cost Reimbursement	3,766	-	3,766	0%	3,766	-	3,766	-	3,766	0%
14211 Hedwig - Fuel Cost Reimbursement	-	-	-	0%	2,825	-	2,825	-	2,825	0%
14271 Piney Point - Fuel Cost Reimbursement	87	-	87	0%	87	-	87	-	87	0%
14275 Fuel Admin Fee	37	-	37	0%	106	-	106	-	106	0%
14290 Workers Comp Reimbursement	12,190	-	12,190	0%	12,190	-	12,190	-	12,190	0%
14400 Medical Standby Event Income	6,950	-	6,950	0%	7,475	-	7,475	-	7,475	0%
14500 CPR Income	1,409	-	1,409	0%	1,726	-	1,726	-	1,726	0%
14600 COBRA Income	1,784	-	1,784	0%	3,567	-	3,567	-	3,567	0%
14910 Interest Income	3,254	-	3,254	0%	12,019	-	12,019	-	12,019	0%
14930 Miscellaneous Income	-	-	-	0%	578	-	578	-	578	0%
24910 Interest Income (CRF)	-	-	-	0%	4,584	-	4,584	-	4,584	0%
54910 Interest/Dividend Income (FF)	808	-	808	0%	1,629	-	1,629	-	1,629	0%
Total Receipts	\$ 1,031,422	\$ 860,494	\$ 170,928	120%	\$ 3,122,321	\$ 3,001,309	\$ 121,012	\$ 10,325,920	\$ (7,203,599)	30%
Operational Expenditures										
15000 Capital Expenditures	\$ 1,250	\$ 12,217	\$ (10,967)	10%	\$ 3,924	\$ 36,650	\$ (32,726)	\$ 146,600	\$ (142,676)	3%
Personnel Expenditures										
16010 Salaries	\$ 450,437	\$ 482,417	\$ (31,980)	93%	\$ 1,276,389	\$ 1,447,250	\$ (170,861)	\$ 5,789,000	\$ (4,512,611)	22%
16011 Salaries - Overtime Regular	21,613	25,000	(3,387)	86%	42,945	75,000	(32,055)	300,000	(257,055)	14%
16012 Overtime - Medical Standby Event	2,716	841	1,875	323%	2,716	2,522	194	10,090	(7,374)	27%
16013 Overtime - Training	-	4,080	(4,080)	0%	-	12,240	(12,240)	48,960	(48,960)	0%
16014 Overtime - CPR	1,374	841	533	163%	2,750	2,522	228	10,090	(7,340)	27%
16015 Longevity Pay	1,916	2,217	(301)	86%	5,786	6,650	(864)	26,600	(20,814)	22%
16016 Higher Class Pay	7,462	1,811	5,651	412%	10,347	5,434	4,913	21,735	(11,388)	48%
16018 Professional Certification Pay	4,998	5,803	(805)	86%	15,008	17,410	(2,402)	69,640	(54,632)	22%
16020 457 Plan Contribution	-	9,648	(9,648)	0%	-	28,945	(28,945)	115,780	(115,780)	0%
16030 FICA Tax	33,782	40,748	(6,966)	83%	93,141	122,245	(29,104)	488,980	(395,839)	VFD 13 19%

Village Fire Department
Statement of Receipts and Expenditures
Accrual Basis
As of March 2025 and YTD

Accounts			Over (Under)				Over (Under)				Fiscal year Over		Over (Under)	
	25-Mar	25-Mar	Budget	Budget %	March 25 YTD	March YTD	Over (Under)	Fiscal Year	(Under) Budget		Budget	Budget %		
	Actual	Budget	\$	%	Actual	Budget	Budget	Budget	\$		%			
16040 Basic Life, ADD, LTD Insurance	1,659	2,100	(441)	79%	5,049	6,300	(1,251)	25,200	(20,151)		20%			
16050 Employee Retirement - TMRS	-	35,688	(35,688)	0%	-	107,065	(107,065)	428,260	(428,260)		0%			
16060 Health Insurance	77,508	87,883	(10,375)	88%	239,034	263,650	(24,616)	1,054,600	(815,566)		23%			
16070 Worker's Compensation Insurance	-	7,800	(7,800)	0%	9,912	23,400	(13,488)	93,600	(83,688)		11%			
16100 Meal Allowance	1,278	3,833	(2,555)	33%	8,944	11,500	(2,556)	46,000	(37,056)		19%			
Total 16000 Personnel Expenditures	\$ 604,743	\$ 710,711	\$ (105,968)	85%	\$ 1,712,021	\$ 2,132,133	\$ (420,112)	\$ 8,528,535	\$ (6,816,514)		20%			
Maintenance, Office Expenditures														
17010 Ambulance Medical Supplies	\$ 5,102	\$ 5,000	\$ 102	102%	\$ 14,800	\$ 15,000	\$ (200)	\$ 60,000	\$ (45,200)		25%			
17030 Building Maintenance	291	2,500	(2,209)	12%	1,457	7,500	(6,043)	30,000	(28,543)		5%			
17035 Station Supplies	576	1,500	(924)	38%	4,373	4,500	(127)	18,000	(13,627)		24%			
17040 IP Address VPN (PS Lightwave)	1,015	735	280	138%	3,046	2,205	841	8,820	(5,774)		35%			
17041 Internet & TV (Comcast & Starlink)	1,626	1,650	(24)	99%	4,723	4,950	(227)	19,800	(15,077)		24%			
17042 Mobile Device Services	598	508	90	118%	1,211	1,525	(314)	6,100	(4,889)		20%			
17070 Public Education, Relations, Promotions (Prevention)	-	417	(417)	0%	38	1,250	(1,212)	5,000	(4,962)		1%			
17080 Gas & Oil Inventory	11,652	-	11,652	0%	26,001	-	26,001	-	26,001		0%			
17085 Gas & Oil Purchase	-	-	-	0%	445	-	445	-	445		0%			
17090 Property & Casualty Insurance	31,809	8,333	23,476	382%	48,236	25,000	23,236	100,000	(51,764)		48%			
17100 Vehicle Maintenance	-	15,417	(15,417)	0%	784	46,250	(45,466)	185,000	(184,216)		0%			
17101 Maint.-Chief's Truck	-	-	-	0%	7,902	-	7,902	-	7,902		0%			
17105 Maint.-Pumper (E1)	16,930	-	16,930	0%	49,210	-	49,210	-	49,210		0%			
17107 Maint. - Ladder (L1)	49	-	49	0%	49	-	49	-	49		0%			
17109 Maint.-Ambulance (Medic 2)	481	-	481	0%	1,375	-	1,375	-	1,375		0%			
17110 Maint.-Other	-	-	-	0%	105	-	105	-	105		0%			
17111 Maint.-Contracts	-	-	-	0%	4,291	-	4,291	-	4,291		0%			
17112 Maint. -Pumper (E2) 2000	34	-	34	0%	34	-	34	-	34		0%			
17123 Equipment & Supplies Maintenance	1,160	3,033	(1,873)	38%	2,839	9,100	(6,261)	36,400	(33,561)		8%			
17133 Maintenance SCBA	-	1,250	(1,250)	0%	1,815	3,750	(1,935)	15,000	(13,185)		12%			
17135 Maintenance Fuel System	-	417	(417)	0%	665	1,250	(585)	5,000	(4,335)		13%			
17136 Vehicle Licenses & Permits	-	417	(417)	0%	19	1,250	(1,231)	5,000	(4,981)		0%			
17120 Shipping & Postage	-	-	-	0%	31	-	31	-	31		0%			
17140 Utilities	3,860	5,583	(1,723)	69%	8,011	16,750	(8,739)	67,000	(58,989)		12%			
17160 Fire Certification Fees	436	608	(172)	72%	610	1,825	(1,215)	7,300	(6,690)		8%			
17170 Fire Training Programs	7,218	2,667	4,551	271%	14,267	8,000	6,267	32,000	(17,733)		45%			
17177 Fire Marshall Training	(333)	-	(333)	0%	(333)	2,000	(2,333)	8,000	(8,333)		-4%			
17178 Out of Town Expenses	69	-	69	0%	69	-	69	-	69		0%			
17181 Travel Meals & Mileage	-	-	-	0%	14	-	14	-	14		0%			
17183 Dispatch Training & Certification Fees	(849)	750	(1,599)	-113%	(849)	2,250	(3,099)	9,000	(9,849)		-9%			
17185 Admin. Training & Certification Fees	-	417	(417)	0%	20	1,250	(1,230)	5,000	(4,980)		0%			
17190 Uniforms	-	-	-	0%	9,204	-	9,204	-	9,204		0%			
17205 Office Supplies	38	958	(920)	4%	297	2,875	(2,578)	11,500	(11,203)	VFD 14	3%			

Village Fire Department
Statement of Receipts and Expenditures
Accrual Basis
As of March 2025 and YTD

Accounts	25-Mar	25-Mar	Over (Under)	Over (Under)	March 25 YTD	March YTD	Over (Under)	Fiscal Year	Fiscal year Over (Under) Budget	Over (Under) Budget %
	Actual	Budget	\$	%						
17207 Bank Service Charges	-	167	(167)	0%	39	500	(461)	2,000	(1,961)	2%
17211 Adobe	47	67	(20)	70%	140	200	(60)	800	(660)	18%
17213 Postage Meter Rental	231	150	81	154%	231	450	(219)	1,800	(1,569)	13%
17217 VFD Branded Stationary	-	42	(42)	0%	545	125	420	500	45	109%
17219 Office Phones (8x8)	901	500	401	180%	1,352	1,500	(148)	6,000	(4,648)	23%
17221 HRIS (UKG Workforce Ready/Americhex)	841	1,605	(764)	52%	2,965	4,815	(1,850)	19,260	(16,295)	15%
17223 Accounting (QuickBooks)	251	258	(7)	97%	752	773	(21)	3,090	(2,338)	24%
17225 Office Software	10,447	1,000	9,447	1045%	10,556	3,000	7,556	12,000	(1,444)	88%
17240 Electronic Protocol Card - Pro QA	53	-	53	0%	53	-	53	-	53	0%
17250 Translation Service - Language Line	2	-	2	0%	2	50	(48)	200	(198)	1%
17300 Professional Services	-	-	-	0%	3,775	-	3,775	-	3,775	0%
17302 Legal Services	2,003	3,000	(997)	67%	5,198	9,000	(3,802)	36,000	(30,802)	14%
17304 Accounting Services	1,650	1,333	317	124%	14,531	4,000	10,531	16,000	(1,469)	91%
17306 IT Services	2,647	2,658	(11)	100%	5,701	7,973	(2,272)	31,890	(26,189)	18%
17308 Health Insurance Consulting Services	-	1,102	(1,102)	0%	10,400	3,306	7,094	13,225	(2,825)	79%
17309 Medical Director Services	346	2,083	(1,737)	17%	2,288	6,250	(3,962)	25,000	(22,712)	9%
17313 Other Professional and/or Miscellaneous Services	461	2,250	(1,789)	20%	677	6,750	(6,073)	27,000	(26,323)	3%
17401 VFD Fire Commission & Meeting Expenses	330	632	(302)	52%	741	1,895	(1,154)	7,580	(6,839)	10%
17403 VFD Events	69	833	(764)	8%	177	2,500	(2,323)	10,000	(9,823)	2%
17405 CPR Supplies, Cards, & Equipment	12	250	(238)	5%	2,386	750	1,636	3,000	(614)	80%
Other Maintenance, Office Expenditures	-	20,381	(20,381)	0%	-	60,330	(60,330)	241,320	(297,656)	0%
Total Maintenance, Office Expenses	102,053	90,470	11,583	113%	267,268	272,647	(5,379)	1,090,585	(879,653)	25%
Total Operational Expenditures	\$ 708,046	\$ 813,397	\$ (105,351)	87%	\$ 1,983,211	\$ 2,441,430	\$ (458,217)	\$ 9,765,720	\$ (7,838,843)	20%
Other Income										
15100 Insurance Payout from Ladder Truck	-	-	-	-	2,000,000	-	2,000,000	-	2,000,000	200%
Excess of Receipts (Expenditures)	\$ 323,376	\$ 46,683	\$ 276,693	693%	\$ 3,139,110	\$ 559,879	\$ 2,579,229	\$ 560,200	\$ 2,635,244	560%

Statement of Assets, Liabilities and Fund Balance
Accrual Basis
March 31, 2025

	GENERAL FUND	CAPITAL REPLACEMENT FUND	FACILITY FUND	AMBULANCE BILLING FUND	COMBINED TOTAL
ASSETS					
Cash					
General Fund (2634)	\$ 491,800	\$ -	\$ -	\$ -	\$ 491,800
Savings (8337)	853,167	-	-	-	853,167
Texas Class - General Fund	382,807	-	-	-	382,807
Capital Replacement (2709)	-	240,220	-	-	240,220
Texas Class - Capital Replacement	-	2,540,620	-	-	2,540,620
Ambulance (Stellar - 2840)	-	-	-	115,631	115,631
Ambulance (WF - 4347)	-	-	-	4,220	4,220
Texas Class - Ambulance	-	-	-	372	372
Facility (9988)	-	-	3,172	-	3,172
Texas Class - Facility Fund	-	-	98,097	-	98,097
Total Cash & Certificates	1,727,774	2,780,840	101,269	120,223	4,730,106
Accounts Receivable	8,482	-	-	-	8,482
Payroll Clearing	3,745	-	-	-	3,745
Gasoline & Oil Inventory	8,966	-	-	-	8,966
Prepaid Insurance	37,182	-	-	-	37,182
Receipt from Marlo Longoria	(27,719)	-	-	-	(27,719)
Interfund Receivables/Payables	(32,372)	61,946	(87,907)	-	(58,333)
Total Assets	\$ 1,726,058	\$ 2,842,786	\$ 13,362	\$ 120,223	\$ 4,702,429
LIABILITIES AND FUND BALANCE					
Liabilities					
Current Liabilities					
Accounts Payable including Credit Cards	\$ 9,082	\$ -	\$ -	\$ -	\$ 9,082
Due to Spring Valley	57,560	-	-	-	57,560
FICA Payable	35,325	-	-	-	35,325
Federal Income Tax Withholding Payable	25,022	-	-	-	25,022
Supplemental Life Insurance Withheld	303	-	-	-	303
Retirement Contribution Payable	(60,917)	-	-	-	(60,917)
Ambulance Funds Payable	-	-	-	(222,379)	(222,379)
Due to Texas State Unclaimed Property	-	-	-	1,821	1,821
Total Current Liabilities	66,375	-	-	(220,558)	(154,184)
Fund Balance	1,659,683	2,842,786	13,362	340,781	4,856,613
Total Liabilities & Fund Balance	\$ 1,726,058	\$ 2,842,786	\$ 13,362	\$ 120,223	\$ 4,702,429

Village Fire Department

Statement of Cash Flows

March 2025

	<u>Total</u>
OPERATING ACTIVITIES	
Excess Receipts over (Expenditures)	\$ 323,376
Adjustments to reconcile Net Income to Net Cash provided by operations:	
Payroll Clearing	(8,482)
Cash Transfers	(3,745)
Prepaid Expenses	9,055
Prepaid Insurance	8,560
Due to/from Capital Replacement Fund	19,375
Inventory Asset	(1,090)
Accounts Payable & Credit Cards	2,810
FICA Payable	3,955
Fed Income Tax W/H Payable	4,682
Employee Medical Plan 125	(938)
Deferred Compensation	(9,049)
Firefighters Dues	(975)
Supp. Life Ins. W/H	19
Retirement Contrib. Payable	(28,390)
Ambulance Funds Payable	(128,745)
Retainable Payable (FF)	(45)
Adjustments to General Fund (Cash to Accrual)	18,705
	<hr/>
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	\$ (114,298)
	<hr/>
Net Cash Increase for Period	209,078
	<hr/>
Cash at beginning of period	4,521,028
	<hr/>
Cash at end of period	\$ 4,730,106
	<hr/> <hr/>

**Village Fire Department
Statement of Changes in Fund Balance
Accrual Basis
March 31, 2025**

	GENERAL FUND	CAPITAL REPLACEMENT FUND	FACILITY FUND	AMBULANCE BILLING FUND	COMBINED TOTAL
Fund Balance - March 1, 2025	\$ 1,441,163	\$ 2,679,138	\$ 101,261	\$ 202,736	\$ 4,424,298
Excess of Receipts (Expenditures) for the 1 month Ended March 31, 2025	218,520	163,648	(87,899)	138,045	432,314
Fund Balance - March 31, 2025	\$ 1,659,683	\$ 2,842,786	\$ 13,362	\$ 340,781	\$ 4,856,613

Village Fire Department
Checks, Debits & Transfers
March 31, 2025

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>ADDED OR MATCHED</u>
3/31/2025	Aflac	(\$938.07)	Added to: Expense: 12130 Employee Medical Plan 125 03/31/2025 \$938.07
3/31/2025	Payments Nationwide	(\$7,329.00)	Added to: Expense: 12140 Deferred Compensation 03/31/2025 \$7,329.00
3/31/2025	Payments Nationwide	(\$1,570.00)	Added to: Expense: 12140 Deferred Compensation 03/31/2025 \$1,570.00
3/31/2025	Ent Ach Dr	(\$946.00)	Matched to: Expense: 17140 Utilities 03/31/2025 \$946.00
3/31/2025	Zwm Kv X	(\$450.50)	Added to: Expense: 17219 Office Expenses:Office Phones (8x8) 03/31/2025 \$450.50
3/31/2025	Payroll Tracking Id	(\$3,744.49)	Added to: Expense: 11080 Payroll Clearing 03/31/2025 \$3,744.49
3/28/2025	Texas Pride Disp	(\$198.58)	Matched to: Expense: Split expense 03/07/2025 \$198.58
3/28/2025	Payments Tracking Id	(\$1,200.00)	Added to: Expense: Split expense 03/28/2025 \$1,200.00
3/28/2025	Payments Tracking Id	(\$1,250.00)	Added to: Expense: 15015 Capital Expenditures:Contingency-Physical Plant 03/28/2025 \$1,250.00
3/27/2025	Payroll Tracking Id	(\$3,833.31)	Added to: Expense: 17170 Fire Training Programs 03/27/2025 \$3,833.31
3/27/2025	Wire Kotapay Ref:884	(\$174,284.42)	Added to: Expense: 11080 Payroll Clearing 03/27/2025 \$174,284.42
3/27/2025	Payroll Tracking Id	(\$418.66)	Matched to: Expense: Split expense ACH ID: 2615981 03/27/2025 \$418.66
3/26/2025	Henry Schein, Inc.	(\$1,424.27)	Added to: Expense: 17010 Ambulance Medical Supplies 03/26/2025 \$1,424.27
3/26/2025	Onus	(\$190.00)	Matched to: Check: Split expense 13721 02/27/2025 \$190.00
3/24/2025	Childsupp Texas Sdu	(\$2,710.00)	Added to: Expense: 12190 Special Employee W/H Payable 03/24/2025 \$2,710.00
3/24/2025	Comcast	(\$597.95)	Added to: Expense: 17041 Internet & TV (Comcast & Starlink) 03/24/2025 \$597.95
3/20/2025	Pitney Bowes	(\$230.82)	Added to: Expense: 17213 Office Expenses:Postage Meter Rental 03/20/2025 \$230.82
3/20/2025	Payroll Tracking Id	(\$910.17)	Added to: Expense: 17170 Fire Training Programs 03/20/2025 \$910.17
3/19/2025	Reg Inclear	(\$4,291.00)	Matched to: Check: 17111 Maintenance of Equipment:Maint.-Contracts 13615 02/27/2025 \$4,291.00
3/19/2025	Internal Revenue Service	(\$54,320.01)	Added to: Expense: Split expense 03/19/2025 \$54,320.01
3/18/2025	Reg Inclear	(\$665.00)	Matched to: Check: 17135 Maintenance of Equipment:Maintenance Fuel System 13717 02/27/2025 \$665.00
3/18/2025	Reg Inclear	(\$1,275.00)	Matched to: Check: 17105 Maintenance of Equipment:Maint. -Pumper (E1) 13589 02/27/2025 \$1,275.00
3/17/2025	Aflac	(\$938.07)	Added to: Expense: 12130 Employee Medical Plan 125 03/17/2025 \$938.07
3/14/2025	Payments Nationwide	(\$1,570.00)	Added to: Expense: 12140 Deferred Compensation 03/14/2025 \$1,570.00
3/14/2025	Reg Inclear	(\$216.00)	Matched to: Check: 17313 Professional Services:Other Professional and/or Miscellaneous Services 13714 02/27/2025 \$216.00
3/14/2025	Payments Nationwide	(\$7,304.00)	Added to: Expense: 12140 Deferred Compensation 03/14/2025 \$7,304.00
3/14/2025	Legal Shield	(\$146.50)	Added to: Expense: 12170 Prepaid Legal Services 03/14/2025 \$146.50
3/13/2025	Payroll Tracking Id	(\$923.68)	Added to: Expense: 17170 Fire Training Programs 03/13/2025 \$923.68
3/12/2025	Payments Tracking Id	(\$1,150.00)	Added to: Expense: Split expense 03/12/2025 \$1,150.00
3/12/2025	Reg Inclear	(\$1,458.59)	Matched to: Check: Split expense 13720 02/27/2025 \$1,458.59
3/12/2025	Reg Inclear	(\$956.93)	Matched to: Check: 17133 Maintenance of Equipment:Maintenance SCBA 13715 02/27/2025 \$956.93
3/12/2025	Engie Reg Immedi	(\$2,360.61)	Matched to: Expense: 17140 Utilities 03/11/2025 \$2,360.61
3/12/2025	Payroll Tracking Id	(\$175.00)	Added to: Expense: 17170 Fire Training Programs 03/12/2025 \$175.00
3/12/2025	Billing Natpay Ccd	(\$841.25)	Added to: Expense: 17221 Office Expenses:HRIS (UKG Workforce Ready/AmericheX) 03/12/2025 \$841.25
3/12/2025	Payroll Tracking Id	(\$57.00)	Added to: Expense: 17042 Mobile Device Services 03/12/2025 \$57.00
3/11/2025	Utility Dd Memorial	(\$155.90)	Matched to: Expense: 17140 Utilities 03/10/2025 \$155.90
3/11/2025	Wire Kotapay Ref:446	(\$158,732.06)	Added to: Expense: 11080 Payroll Clearing 03/11/2025 \$158,732.06
3/10/2025	Transfer Vmig March	(\$93,927.23)	Added to: Expense: Split expense 03/10/2025 \$93,927.23
3/10/2025	AT&T	(\$540.52)	Matched to: Expense: 17042 Mobile Device Services 03/08/2025 \$540.52
3/10/2025	Childsupp Texas Sdu	(\$2,710.00)	Added to: Expense: 12190 Special Employee W/H Payable 03/10/2025 \$2,710.00
3/10/2025	Starlink I	(\$140.00)	Added to: Expense: 17041 Internet & TV (Comcast & Starlink) 03/10/2025 \$140.00
3/6/2025	Reg Inclear	(\$545.00)	Matched to: Check: 17217 Office Expenses:VFD Branded Stationary 13692 02/06/2025 \$545.00
		<u>(\$537,625.59)</u>	

**Village Fire Department
Investment Report
March 31, 2025**

Account Type	Purchase D	Maturity Date	Interest (Yield)	EOM Balance
General Fund	N/A	On Demand	2.58%	\$575,443.77
Capital Fund	N/A	On Demand	2.58%	\$240,219.59
Facility Fund	N/A	On Demand	2.58%	\$3,171.53
Ambulance Fund (WF)	N/A	On Demand	0.68%	\$6,040.33
Ambulance Fund (St)	N/A	On Demand	2.58%	\$115,631.04
VMIG	N/A	On Demand	0%	\$146,683.28
Savings	N/A	On Demand	2.58%	\$853,166.97
TexasClass	N/A	On Demand	4.44%	\$3,032,813.31
Totals:				\$4,973,169.82

This report complies with the requirements of the Public Funds Investment Act and covers all the funds of the Village Fire Department that are subject to that law.

Amy Buckert, Administrator/Finance Director

Interest Earned
\$1,130.11
\$797.98
\$6.85
\$3.51
\$325.49
\$0.00
\$2,123.61
\$10,916.66
\$15,304.21

Village Fire Department



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

Protecting and Serving the Cities of:

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

To: Village Fire Department Fire Commission
From: Amy Buckert, Administrator/Finance Director
CC: Howard Miller, Fire Chief
Date: April 23, 2025
Re: **March Administrator's Report**

Please find below an overview of the financial statements and reports for March 2025.

Summary of VFD Financial Performance as of end of March (25% of the budget year):

-

February Revenue:

- Total General Fund revenue year-to-date is tracking at 30%.

February Expenses:

- Personnel Expenses: 20% of budget
- Operational Expenses: 20% of budget
- Higher Class Pay is over budget due to a manual payroll process error that will be corrected in April and eliminated once we fully migrate to the new UKG software
- Fire Training will level out as the year progresses, pre-paid for large May training
- VFD Branded Stationery is over budget due to promotions/new hire business cards
- Accounting Services continue to be over budget due to the fraud investigation, price increases, and the software conversion
- Office Software overbudget due to Tipalti purchase and direction to come forth with a budget amendment later

Key Highlights:

- New financial reports are in transition. This packet is likely not how these will look for our new permanent format, but I do welcome feedback on them. They are an improvement over our previous reports. We need to explore new reporting programs which will take some time.
 - New financials are reported in accrual method, compliant with our interlocal agreement
- Tipalti rollout began March 6, AP module is mostly complete and bills are being paid through there. Work begins this week on the PO process and then credit cards

Policies Update

The following policies have been drafted and are being presented this evening for consideration by the Commission:

- No policies, Chief's guidelines have been reissued

Next Steps:

- MeetGeek Notetaker is being used as an AI tool to help with minutes and recordings, if you receive an email as a result of being included in the monthly meetings, you may disregard. We are trying a variety of tools until we find what works best for us.
- Tipalti training
- Review of various reporting packages for use for financials, continued improvements in reporting format

2025 Rates • Village Fire Department

January 16, 2025

Plan Provisions	Current	Option 1	Option 2	Option 3
Employee Contribution Rate	7%	7%	7%	7%
City Matching Ratio	2 to 1	2 to 1	2 to 1	2 to 1
Updated Service Credit (USC)	None	100% (Repeating)	100% (Repeating)	75% (Repeating)
Transfer USC *	No	No	No	No
COLA	None	50% (Repeating)	30% (Repeating)	50% (Repeating)
Retroactive COLA	No	No	No	No
Retirement Eligibility Any Age	20 years	20 years	20 years	20 years
Vesting	5 years	5 years	5 years	5 years
Supplemental Death Benefit	Actives + Retirees	Actives + Retirees	Actives + Retirees	Actives + Retirees
Contribution Rates	2025	2025	2025	2025
Normal Cost Rate	5.24%	10.01%	9.33%	9.12%
Prior Service Rate	<u>0.78%</u>	<u>11.19%</u>	<u>9.42%</u>	<u>9.16%</u>
Retirement Rate	6.02%	21.20%	18.75%	18.28%
Supplemental Death Rate	<u>0.20%</u>	<u>0.20%</u>	<u>0.20%</u>	<u>0.20%</u>
Total Contribution Rate	6.22%	21.40%	18.95%	18.48%
Unfunded Actuarial Liability	\$242,415	\$7,978,065	\$6,661,088	\$6,467,509
Funded Ratio	99.0%	74.8%	78.0%	78.5%
Benefit Increase Amortization Period	20 years	20 years	20 years	20 years

* As of the December 31, 2023 valuation date, there were 10 employees with service in other TMRS cities eligible for transfer USC.

2025 Rates • Village Fire Department

January 16, 2025

Plan Provisions	Current	Option 4	Option 5	Option 6
Employee Contribution Rate	7%	7%	7%	7%
City Matching Ratio	2 to 1	2 to 1	2 to 1	2 to 1
Updated Service Credit (USC)	None	75% (Repeating)	50% (Repeating)	50% (Repeating)
Transfer USC *	No	No	No	No
COLA	None	30% (Repeating)	50% (Repeating)	30% (Repeating)
Retroactive COLA	No	No	No	No
Retirement Eligibility Any Age	20 years	20 years	20 years	20 years
Vesting	5 years	5 years	5 years	5 years
Supplemental Death Benefit	Actives + Retirees	Actives + Retirees	Actives + Retirees	Actives + Retirees
Contribution Rates	2025	2025	2025	2025
Normal Cost Rate	5.24%	8.48%	8.23%	7.63%
Prior Service Rate	<u>0.78%</u>	<u>7.47%</u>	<u>7.13%</u>	<u>5.53%</u>
Retirement Rate	6.02%	15.95%	15.36%	13.16%
Supplemental Death Rate	<u>0.20%</u>	<u>0.20%</u>	<u>0.20%</u>	<u>0.20%</u>
Total Contribution Rate	6.22%	16.15%	15.56%	13.36%
Unfunded Actuarial Liability	\$242,415	\$5,215,559	\$4,961,322	\$3,774,128
Funded Ratio	99.0%	81.9%	82.7%	86.2%
Benefit Increase Amortization Period	20 years	20 years	20 years	20 years

* As of the December 31, 2023 valuation date, there were 10 employees with service in other TMRS cities eligible for transfer USC.

		Base Budget (no COLA)			
		Total City Assessment	Jan Payment	Feb-Nov	Dec Payment
Bunker Hill	19%	\$1,982,485.33	\$247,810.67	\$165,207.11	\$82,603.56
Hedwig Village	18.50%	\$1,930,314.66	\$241,289.33	\$160,859.56	\$80,429.78
Hilshire Village	3%	\$313,024.00	\$39,128.00	\$26,085.33	\$13,042.67
Hunters Creek Village	22.25%	\$2,321,594.66	\$290,199.33	\$193,466.22	\$96,733.11
Piney Point Village	21%	\$2,191,167.99	\$273,896.00	\$182,597.33	\$91,298.67
Spring Valley Village	16.25%	\$1,695,546.66	\$211,943.33	\$141,295.56	\$70,647.78
	100%	\$10,434,133	\$1,304,267	\$8,695,111	\$434,756

		3% COLA			
		Total City Assessment	Jan Payment	Feb-Nov	Dec Payment
Bunker Hill	19%	\$2,022,928.15	\$252,866.02	\$168,577.35	\$84,288.67
Hedwig Village	18.50%	\$1,969,693.20	\$246,211.65	\$173,706.04	\$82,070.55
Hilshire Village	3%	\$319,409.71	\$39,926.21	\$28,168.55	\$13,308.74
Hunters Creek Village	22.25%	\$2,368,955.33	\$296,119.42	\$208,916.73	\$98,706.47
Piney Point Village	21%	\$2,235,867.95	\$279,483.49	\$197,179.83	\$93,161.16
Spring Valley Village	16.25%	\$1,730,135.92	\$216,266.99	\$152,579.63	\$72,089.00
	100%	\$10,646,990	\$1,330,874	\$9,291,281	\$443,625

		Option 1			
		Total City Assessment	Jan Payment	Feb-Nov	Dec Payment
Bunker Hill	19%	\$2,140,809.62	\$267,601.20	\$178,400.80	\$89,200.40
Hedwig Village	18.50%	\$2,084,472.52	\$260,559.07	\$173,706.04	\$86,853.02
Hilshire Village	3%	\$338,022.57	\$42,252.82	\$28,168.55	\$14,084.27
Hunters Creek Village	22.25%	\$2,507,000.74	\$313,375.09	\$208,916.73	\$104,458.36
Piney Point Village	21%	\$2,366,158.00	\$295,769.75	\$197,179.83	\$98,589.92
Spring Valley Village	16.25%	\$1,830,955.59	\$228,869.45	\$152,579.63	\$76,289.82
	100%	\$11,267,419	\$1,408,427	\$9,389,516	\$469,476

Option 4					
		Total City Assessment	Jan Payment	Feb-Nov	Dec Payment
Bunker Hill	19%	\$2,077,208.49	\$259,651.06	\$173,100.71	\$86,550.35
Hedwig Village	18.50%	\$2,022,545.11	\$252,818.14	\$168,545.43	\$84,272.71
Hilshire Village	3%	\$327,980.29	\$40,997.54	\$27,331.69	\$13,665.85
Hunters Creek Village	22.25%	\$2,432,520.47	\$304,065.06	\$202,710.04	\$101,355.02
Piney Point Village	21%	\$2,295,862.01	\$286,982.75	\$191,321.83	\$95,660.92
Spring Valley Village	16.25%	\$1,776,559.89	\$222,069.99	\$148,046.66	\$74,023.33
	100%	\$10,932,676	\$1,366,585	\$9,110,564	\$455,528

Option 6					
		Total City Assessment	Jan Payment	Feb-Nov	Dec Payment
Bunker Hill	19%	\$2,043,409.03	\$255,426.13	\$170,284.09	\$85,142.04
Hedwig Village	18.50%	\$1,989,635.11	\$248,704.39	\$165,802.93	\$82,901.46
Hilshire Village	3%	\$322,643.53	\$40,330.44	\$26,886.96	\$13,443.48
Hunters Creek Village	22.25%	\$2,392,939.52	\$299,117.44	\$199,411.63	\$99,705.81
Piney Point Village	21%	\$2,258,504.72	\$282,313.09	\$188,208.73	\$94,104.36
Spring Valley Village	16.25%	\$1,747,652.46	\$218,456.56	\$145,637.71	\$72,818.85
	100%	\$10,754,784	\$1,344,348	\$8,962,320	\$448,116

Δ Base/COLA

\$40,442.82

\$39,378.54

\$6,385.71

\$47,360.67

\$44,699.96

\$34,589.25

\$212,857

2.0%

Δ Base/Option 1

\$158,324.29

\$154,157.86

\$24,998.57

\$185,406.08

\$174,990.00

\$135,408.93

\$833,286

8.0%

Δ Base/Option 4

\$94,723.16
\$92,230.45
\$14,956.29
\$110,925.81
\$104,694.02
\$81,013.23

\$498,543**Δ Option 1/Option 4**

(\$63,601.13)
(\$61,927.42)
(\$10,042.28)
(\$74,480.27)
(\$70,295.99)
(\$54,395.70)

4.8%**(\$334,743)****Δ Base/Option 6**

\$60,923.70
\$59,320.45
\$9,619.53
\$71,344.86
\$67,336.72
\$52,105.80

\$320,651**Δ Option 1/Option 6**

(\$97,400.59)
(\$94,837.41)
(\$15,379.04)
(\$114,061.22)
(\$107,653.28)
(\$83,303.13)

3.1%**(\$512,635)****Δ Option 4/Option 6**

(\$33,799.46)
(\$32,910.00)
(\$5,336.76)
(\$39,580.94)
(\$37,357.30)
(\$28,907.43)

(\$177,892)

	Base Budget (no COLA)	
	Unfunded Liability	
Bunker Hill	19%	\$46,058.85
Hedwig Village	18.50%	\$44,846.78
Hilshire Village	3%	\$7,272.45
Hunters Creek Village	22.25%	\$53,937.34
Piney Point Village	21%	\$50,907.15
Spring Valley Village	16.25%	\$39,392.44
	100%	\$242,415

	Option 1		
	Unfunded Liability		Δ Base/Option 1
Bunker Hill	19%	\$1,515,832.35	\$1,469,773.50
Hedwig Village	18.50%	\$1,475,942.03	\$1,431,095.25
Hilshire Village	3%	\$239,341.95	\$232,069.50
Hunters Creek Village	22.25%	\$1,775,119.46	\$1,721,182.13
Piney Point Village	21%	\$1,675,393.65	\$1,624,486.50
Spring Valley Village	16.25%	\$1,296,435.56	\$1,257,043.13
	100%	\$7,978,065	\$7,735,650

	Option 4			
	Unfunded Liability		Δ Base/Option 4	Δ Option 1/Option 4
Bunker Hill	19%	\$990,956.21	\$944,897.36	(\$524,876.14)
Hedwig Village	18.50%	\$964,878.42	\$920,031.64	(\$511,063.61)
Hilshire Village	3%	\$156,466.77	\$149,194.32	(\$82,875.18)
Hunters Creek Village	22.25%	\$1,160,461.88	\$1,106,524.54	(\$614,657.59)
Piney Point Village	21%	\$1,095,267.39	\$1,044,360.24	(\$580,126.26)
Spring Valley Village	16.25%	\$847,528.34	\$808,135.90	(\$448,907.23)
	100%	\$5,215,559	\$4,973,144	(\$2,762,506)

	Option 6				
	Unfunded Liability		Δ Base/Option 6	Δ Option 1/Option 6	Δ Option 4/Option 6
Bunker Hill	19%	\$717,084.32	\$671,025.47	(\$798,748.03)	(\$273,871.89)
Hedwig Village	18.50%	\$698,213.68	\$653,366.91	(\$777,728.35)	(\$266,664.74)
Hilshire Village	3%	\$113,223.84	\$105,951.39	(\$126,118.11)	(\$43,242.93)
Hunters Creek Village	22.25%	\$839,743.48	\$785,806.14	(\$935,375.98)	(\$320,718.40)
Piney Point Village	21%	\$792,566.88	\$741,659.73	(\$882,826.77)	(\$302,700.51)
Spring Valley Village	16.25%	\$613,295.80	\$573,903.36	(\$683,139.76)	(\$234,232.54)
	100%	\$3,774,128	\$3,531,713	(\$4,203,937)	(\$1,441,431)

GENERAL FUND																						
Budget Category	Account Number	Detail Category	2023 Actual	2024 Adopted	2024 Amended	2024 Actual	2025 Adopted	2026 Proposed	\$ Increase Base/ 2025-2026	% Increase	Base 3% Increase to Base Pay	\$ Increase Opt 1/ 2025-2026	% Increase	Base TMRS Option 1 (100/50)	\$ Increase Opt 1/ 2025-2026	% Increase	Base TMRS Option 4 (75/30)	\$ Increase Opt 4/ 2025-2026	% Increase	Base TMRS Option 6 (50/30)	\$ Increase Opt 6/ 2025-2026	% Increase
CAPITAL																						
Capital																						
	15015	Physical Plant/Facility	190,315	10,000	10,000	8,380	10,000	156,000	146,000	1460%	156,000			156,000			156,000			156,000		
	15020	Misc. Tools & Equipment - FIRE	66,898	32,375	38,375	30,339	86,000	10,000	(76,000)	-88%	10,000			10,000			10,000			10,000		
	15025	Misc. Tools & Equipment - EMS		26,356	26,356	27,308	12,800	60,210	47,410	370%	60,210			60,210			60,210			60,210		
	15030	Protective Gear	126,727	41,680	41,680	33,492	22,400	45,000	22,600	101%	45,000			45,000			45,000			45,000		
		Boat				0	0	0	0		0			0			0			0		
	15065	Gym Equipment		0	0	0	0	0	0		0			0			0			0		
	15050	Office Computers	6,882	3,924	3,924	12,791	10,000	4,000	(6,000)	-60%	4,000			4,000			4,000			4,000		
	15035	Apparatus Computers	22,117	13,734	13,734	0	0	12,000	12,000		12,000			12,000			12,000			12,000		
	15055	Radios	70,649	64,964	64,964	61,646	5,400	45,000	39,600	733%	45,000			45,000			45,000			45,000		
		TOTAL CAPITAL	483,588	193,033	199,033	173,955	146,600	332,210	185,610	127%	332,210	185,610	127%	332,210	185,610	127%	332,210	185,610	127%	332,210	185,610	127%
PERSONNEL																						
Payroll																						
	16010	Base Pay	5,054,985	5,542,285	5,478,605	5,372,531	5,789,000	5,892,100	103,100	2%	6,062,300	273,300	5%	5,892,100	103,100	2%	5,892,100	103,100	2%	5,892,100	103,100	2%
	16020	457 Plan Compensation	98,401	110,846	110,846	94,251	115,780	117,842	2,062	2%	121,246	5,466	5%	0	(115,780)	-100%	0	(115,780)	-100%	0	(115,780)	-100%
	16015	Longevity		22,000	22,000	23,734	26,600	25,100	(1,500)	-6%	25,100	(1,500)	-6%	25,100	(1,500)	-6%	25,100	(1,500)	-6%	25,100	(1,500)	-6%
	16016	Higher Class		18,540	37,360	29,917	21,735	28,111	6,376	29%	28,111	6,376	29%	28,111	6,376	29%	28,111	6,376	29%	28,111	6,376	29%
	16011	Overtime	483,164	261,406	309,086	330,292	330,292	409,341	79,049	24%	421,621	91,329	28%	409,341	79,049	24%	409,341	79,049	24%	409,341	79,049	24%
	16018	Professional Certification	57,269	57,000	66,000	63,758	69,640	21,402	(48,238)	-69%	21,402	(48,238)	-69%	21,402	(48,238)	-69%	21,402	(48,238)	-69%	21,402	(48,238)	-69%
	16030	FICA	425,470	454,513	455,213	407,359	488,980	519,512	30,532	6%	534,382	45,402	9%	510,084	21,104	4%	510,084	21,104	4%	510,084	21,104	4%
		TOTAL PAYROLL	6,119,290	6,466,589	6,479,110	6,321,842	6,842,027	7,013,407	171,380	3%	7,214,162	372,135	5%	6,886,137	44,111	1%	6,886,137	44,111	1%	6,886,137	44,111	1%
Benefits																						
	16050	Retirement - TMRS	371,849	402,809	403,509	332,356	428,260	403,920	(24,340)	-6%	415,482	(12,778)	-3%	1,364,475	936,215	219%	1,029,733	601,473	140%	851,841	423,581	99%
	16060	Health Insurance	1,034,529	1,246,876	1,126,233	891,593	1,054,600	1,163,050	108,450	10%	1,163,050	108,450	10%	1,163,050	108,450	10%	1,163,050	108,450	10%	1,163,050	108,450	10%
	16040	Basic Life, ADD, & LTD Insurance	29,649	34,449	34,449	28,792	25,200	25,000	(200)	-1%	25,540	340	1%	25,000	(200)	-1%	25,000	(200)	-1%	25,000	(200)	-1%
	16070	Worker's Comp. Insurance	65,372	71,651	71,651	74,963	93,600	107,562	13,962	15%	107,562	13,962	15%	107,562	13,962	15%	107,562	13,962	15%	107,562	13,962	15%
	16100	Meal Allowance	40,000	46,000	46,000	46,500	46,000	46,000	0	0%	46,000	0	0%	46,000	0	0%	46,000	0	0%	46,000	0	0%
		TOTAL BENEFITS	1,541,399	1,801,786	1,681,842	1,374,204	1,647,660	1,745,532	97,872	6%	1,757,634	109,974	7%	2,706,087	1,058,427	64%	2,371,345	723,685	44%	2,193,453	545,793	33%
		TOTAL PERSONNEL	7,660,690	8,268,375	8,160,952	7,696,046	8,489,687	8,758,939	269,252	3%	8,971,796	482,109	6%	9,592,225	1,102,538	13%	9,257,482	767,795	9%	9,079,590	589,903	7%

Budget Category	Account Number	Detail Category	2023 Actual	2024 Adopted	2024 Amended	2024 Actual	2025 Adopted	2026 Proposed	\$ Increase Base/ 2025-2026	% Increase	Base 3% Increase to Base Pay	\$ Increase Opt 1/ 2025-2026	% Increase	Base TMRS Option 1 (100/50)	\$ Increase Opt 1/ 2025-2026	% Increase	Base TMRS Option 4 (75/30)	\$ Increase Opt 4/ 2025-2026	% Increase	Base TMRS Option 6 (50/30)	\$ Increase Opt 6/ 2025-2026	% Increase
OPERATING																						
Red Trucks & Saving Lives																						
	17010	Ambulance Medical Supplies	47,303	70,000	70,000	69,358	60,000	70,000	10,000	17%	70,000			70,000			70,000			70,000		
	17040	IP Address VPN - PS Lightwave		8,820	8,820	6,611	8,820	13,000	4,180	47%	13,000			13,000			13,000			13,000		
	17041	Internet, Phones, & TV - Comcast		19,800	23,300	22,155	19,800	10,000	(9,800)	-49%	10,000			10,000			10,000			10,000		
	17042	Mobile Device Services		4,067	8,567	9,092	6,100	6,600	500	8%	6,600			6,600			6,600			6,600		
	17043	City of Houston Radio System		19,680	19,680	15,165	19,680	19,680	0	0%	19,680			19,680			19,680			19,680		
	17044	Communications - Motorola 47 & NICE		43,000	41,900	40,819	45,580	45,000	(580)	-1%	45,000			45,000			45,000			45,000		
	17045	Incident Records & CAD - Propheonix		24,000	15,300	25,297	28,810	28,810	0	0%	28,810			28,810			28,810			28,810		
	17047	EMS Protocol App - Handtevy		2,300	6,300	5,234	4,620	6,300	1,680	36%	6,300			6,300			6,300			6,300		
	17046	Training Software & Vehicle Checks - Vector Solutions		7,000	8,100	8,078	8,600	8,600	0	0%	8,600			8,600			8,600			8,600		
		Drone Program						0	0													
	17048	EMS Equipment Maintenance - ProCare/Stryker		21,000	21,000	21,286	22,470	23,594	1,124	5%	23,594			23,594			23,594			23,594		
	17190	Uniforms	6,638	20,000	20,000	11,208	55,200	40,000	(15,200)	-28%	40,000			40,000			40,000			40,000		
	17085	Fuel	47,491	48,000	48,000	40,682	55,000	55,000	0	0%	55,000			55,000			55,000			55,000		
	17136	Vehicle Licenses & Permits		5,000		94	5,000	5,000	0	0%	5,000			5,000			5,000			5,000		
	17020	Dues & Subscriptions	4,895	2,439	2,439	3,868	4,950	4,850	(100)	-2%	4,850			4,850			4,850			4,850		
		TOTAL RED TRUCKS & SAVING LIVES	106,329	295,106	293,406	278,947	344,630	336,434	(8,197)	-2%	336,434	(8,197)	-2%	336,434	(8,197)	-2%	336,434	(8,197)	-2%	336,434	(8,197)	-2%
Dispatch																						
	17230	Dispatch Alerting System - US Designs (Saman	17,637	7,921	11,000	12,528	11,000	12,500	1,500	14%	12,500			12,500			12,500			12,500		
	17240	Electronic Protocol Cards - Pro QA		2,500	2,500	309	0	350	350	0%	350			350			350			350		
	17250	Translation Service - Language Line		200	200	20	200	100	(100)	-50%	100			100			100			100		
		TOTAL DISPATCH	17,637	10,621	13,700	12,857	11,200	12,950	1,750	16%	12,950	1,750	16%	12,950	1,750	16%	12,950	1,750	16%	12,950	1,750	16%
Fire Prevention - Fire Marshal's Office																						
		Public Education & Relations & Promotional	5,210	5,000	0	0	5,000	5,000	0	0%	5,000			5,000			5,000			5,000		
	17071	Inspections		200	0	0	0	0	0	0%	0			0			0			0		
	17072	Fire Investigations		950	576	577	500	0	(500)	-100%	0			0			0			0		
	15060	Law Enforcement Equipment		2,850	3,150	3,070	100	0	(100)	-100%	0			0			0			0		
		TOTAL FIRE PREVENTION - FIRE MARSHAL'S C	5,210	9,000	3,726	3,647	5,600	5,000	(600)	-11%	5,000	(600)	-11%	5,000	(600)	-11%	5,000	(600)	-11%	5,000	(600)	-11%
Fire Station																						
	17030	Building Maintenance	41,279	26,892	26,892	20,044	30,000	52,300	22,300	74%	52,300			52,300			52,300			52,300		
	17035	Station Supplies		18,600	18,600	18,828	18,000	18,000	0	0%	18,000			18,000			18,000			18,000		
	17140	Public Utilities	62,179	54,240	52,420	52,044	67,000	55,000	(12,000)	-18%	55,000			55,000			55,000			55,000		
	17086	Rent	10	10	10	10	10	10	0	0%	10			10			10			10		
	17090	Property & Casualty Insurance	85,418	72,306	90,798	84,955	100,000	115,000	15,000	15%	115,000			115,000			115,000			115,000		
		TOTAL FIRE STATION	188,885	172,048	188,719	175,882	215,010	240,310	25,300	12%	240,310	25,300	12%	240,310	25,300	12%	240,310	25,300	12%	240,310	25,300	12%
Office																						
	17205	Office Supplies		10,933	42,164	33,068	14,400	32,900	18,500	128%	32,900			32,900			32,900			32,900		
	17225	Office Software	0	34,732	7,000	6,961	41,150	63,300	22,150	54%	63,300			63,300			63,300			63,300		
	17207	Bank Service Charges		7,000	0	0	2,000	2,000	0	0%	2,000			2,000			2,000			2,000		
		TOTAL OFFICE	51,158	52,664	49,164	40,029	57,550	98,200	40,650	71%	98,200	40,650	71%	98,200	40,650	71%	98,200	40,650	71%	98,200	40,650	71%

Budget Category	Account Number	Detail Category	2023 Actual	2024 Adopted	2024 Amended	2024 Actual	2025 Adopted	2026 Proposed	\$ Increase Base/ 2025-2026	% Increase	Base 3% Increase to Base Pay	\$ Increase Opt 1/ 2025-2026	% Increase	Base TMRS Option 1 (100/50)	\$ Increase Opt 1/ 2025-2026	% Increase	Base TMRS Option 4 (75/30)	\$ Increase Opt 4/ 2025-2026	% Increase	Base TMRS Option 6 (50/30)	\$ Increase Opt 6/ 2025-2026	% Increase
Professional Services																						
	17304	Accounting Services		0	66,000	53,700	16,000	20,000	4,000	25%	20,000			20,000			20,000			20,000		
	17302	Legal Services		36,000	46,000	30,362	36,000	36,000	0	0%	36,000			36,000			36,000			36,000		
	17306	IT Services		28,000	28,000	31,085	31,890	44,000	12,110	38%	44,000			44,000			44,000			44,000		
	17308	Health Insurance Consulting Services		11,500	11,500	10,186	13,225	13,622	397	3%	13,622			13,622			13,622			13,622		
	17309	Medical Director Services		20,000	20,000	17,077	25,000	25,000	0	0%	25,000			25,000			25,000			25,000		
	17311	Legal Notices & Advertising		3,000	3,573	3,573	10,000	10,000	0	0%	10,000			10,000			10,000			10,000		
	17312	Salary/Benefit Survey Services*	0	0	0	0	5,000	0	(5,000)	-100%	0			0			0			0		
	17313	Other Professional Services (Audit)		16,000	16,000	18,986	27,000	24,000	(3,000)	-11%	24,000			24,000			24,000			24,000		
		TOTAL PROFESSIONAL SERVICES	163,601	114,500	191,073	164,969	164,115	172,622	8,507	5%	172,622	8,507	5%	172,622	8,507	5%	172,622	8,507	5%	172,622	8,507	5%
Training																						
	17170	Fire Training	41,723	37,740	88,740	40,638	32,000	29,830	(2,170)	-7%	29,830			29,830			29,830			29,830		
	17160	Fire Certification Fees	2,817	7,320	7,320	8,856	7,300	6,539	(761)	-10%	6,539			6,539			6,539			6,539		
	17171	EMS Training		18,000	18,000	0	18,000	18,000	0	0%	18,000			18,000			18,000			18,000		
	17173	EMS Certification Fees		6,000	6,000	0	6,000	6,000	0	0%	6,000			6,000			6,000			6,000		
	17175	Emergency Management Training - (TDEM)		7,000	7,000	0	6,000	6,000	0	0%	6,000			6,000			6,000			6,000		
	17177	Fire Marshal Training		8,000	8,000	0	8,000	8,600	600	8%	8,600			8,600			8,600			8,600		
	17179	Fire Marshal Certification Fees		0	0	0	0	0	0	0%	0			0			0			0		
	17183	Dispatch Training & Certification Fees		0	2,000	0	9,000	9,000	0	0%	9,000			9,000			9,000			9,000		
	17185	Admin Training & Certification Fees		5,000	5,000	0	5,000	9,500	4,500	90%	9,500			9,500			9,500			9,500		
	17187	General Supplies for Training		5,000	5,000	0	0	0	0	0%	0			0			0			0		
		TOTAL TRAINING	44,540	94,060	147,060	49,494	91,300	93,469	2,169	2%	93,469	2,169	2%	93,469	2,169	2%	93,469	2,169	2%	93,469	2,169	2%
Maintenance																						
		Vehicle Maintenance	271,853	165,000	222,626	190,166	185,000	250,000	65,000	35%	250,000			250,000			250,000			250,000		
	17123	Equipment & Supplies Maintenance		36,400	36,400	18,584	36,400	40,000	3,600	10%	40,000			40,000			40,000			40,000		
		Bunker Gear Maintenance		26,000	26,000	14,365	28,600	28,600	0	0%	28,600			28,600			28,600			28,600		
	17133	SCBA Maintenance		15,000	15,000	6,719	15,000	15,000	0	0%	15,000			15,000			15,000			15,000		
		Knox Contracts		1,200	1,200	4,625	800	800	0	0%	800			800			800			800		
		Fuel System	0	900	900	6,378	5,000	5,000	0	0%	5,000			5,000			5,000			5,000		
		TOTAL MAINTENANCE	271,853	244,500	302,126	240,836	270,800	339,400	68,600	25%	339,400	68,600	25%	339,400	68,600	25%	339,400	68,600	25%	339,400	68,600	25%
Events & Other																						
	17401	VFD Fire Commission & Meeting Expenses	6,790	7,580	7,580	3,010	7,580	7,500	(80)	-1%	7,500			7,500			7,500			7,500		
	17403	VFD Employee Appreciation & Events	21,084	25,000	25,000	8,594	10,000	10,000	0	0%	10,000			10,000			10,000			10,000		
		Fundraiser Events			0	0		0	0	0%	0			0			0			0		
	17405	CPR Supplies, Cards, & Equipment	39,685	7,000	7,000	6,800	3,000	7,100	4,100	137%	7,100			7,100			7,100			7,100		
	17407	Emergency Contingency		20,000	14,000	0	20,000	20,000	0	0%	20,000			20,000			20,000			20,000		
		TOTAL EVENTS & OTHER	67,559	59,580	53,580	18,404	40,580	44,600	4,020	10%	44,600	4,020	10%	44,600	4,020	10%	44,600	4,020	10%	44,600	4,020	10%
		TOTAL OPERATIONS	916,771	1,052,079	1,242,553	984,971	1,200,785	1,342,984	142,199	11.8%	1,342,984	142,199	11.8%	1,342,984	142,199	11.8%	1,342,984	142,199	11.8%	1,342,984	142,199	11.8%

Budget Category	Account Number	Detail Category	2023 Actual	2024 Adopted	2024 Amended	2024 Actual	2025 Adopted	2026 Proposed	\$ Increase Base/ 2025-2026	% Increase	Base 3% Increase to Base Pay	\$ Increase Opt 1/ 2025-2026	% Increase	Base TMRS Option 1 (100/50)	\$ Increase Opt 1/ 2025-2026	% Increase	Base TMRS Option 4 (75/30)	\$ Increase Opt 4/ 2025-2026	% Increase	Base TMRS Option 6 (50/30)	\$ Increase Opt 6/ 2025-2026	% Increase
OTHER FUNDS																						
Budget Category		Category	2023 Actual	2024 Adopted	2024 Amended	2024 Actual	2025 Proposed	2026 Proposed	\$ Increase Base/ 2025-2026	% Increase		\$ Increase Opt 1/ 2025-2026	% Increase		\$ Increase Opt 1/ 2025-2026	% Increase		\$ Increase Opt 4/ 2025-2026	% Increase		\$ Increase Opt 6/ 2025-2026	% Increase
		TOTAL VEHICLE REPLACEMENT	200,000	400,000	400,000	400,000	200,000	0	(200,000)	-100%	0			0			0			0		
		Surplus Contribution				238,054	0	0	0		0			0			0			0		
		Interest			0	17,470	18,000	144,000	126,000	700%	144,000			144,000			144,000			144,000		
		EMS Revenue Contribution			400,000	400,000	250,000	350,000	100,000	40%	350,000			350,000			350,000			350,000		
		TOTAL OTHER FUNDS	200,000	400,000	400,000	655,524	218,000	494,000	276,000	127%	494,000	276,000	127%	494,000	276,000	127%	494,000	276,000	127%	494,000	276,000	127%
Detail Category			2023 Actual	2024 Adopted	2024 Amended	2024 Actual	2025 Proposed	2026 Proposed	\$ Increase Base/ 2025-2026	% Increase	Base 3% Increase to Base Pay	\$ Increase Opt 1/ 2025-2026	% Increase	Base TMRS Option 1	\$ Increase Opt 1/ 2025-2026	% Increase	Base TMRS Option 4	\$ Increase Opt 4/ 2025-2026	% Increase	Base TMRS Option 6	\$ Increase Opt 6/ 2025-2026	% Increase
		GENERAL FUND	9,061,049	9,513,487	9,602,539	8,854,973	9,837,072	10,434,133	597,061	6%	10,646,990	809,918	8%	11,267,419	1,430,347	15%	10,932,676	1,095,604	11%	10,754,784	917,713	9%
		CRF CONTRIBUTION (CITIES)	200,000	400,000	400,000	400,000	200,000	0	(200,000)	-100%	0	(200,000)	-100%	0	(200,000)	-100%	0	(200,000)	-100%	0	(200,000)	-100%
		EMS REVENUE CONTRIBUTION (CRF)		0			250,000	375,000	125,000	50%	375,000	125,000	50%	375,000	125,000	50%	375,000	125,000	50%	375,000	125,000	50%
		TOTAL BUDGET	9,261,049	9,913,487	10,002,539	9,254,973	10,287,072	10,809,133	522,061	5%	11,021,990	734,918	7%	11,642,419	1,355,347	13%	11,307,676	1,020,604	10%	11,129,784	842,713	8%
		TOTAL ASSESSED TO CITIES	9,261,049	9,913,487	10,002,539	9,254,973	10,037,072	10,434,133	397,061	4%	10,646,990	609,918	6%	11,267,419	1,230,347	12%	10,932,676	895,604	9%	10,754,784	717,713	7%

Proposed Village Fire Department FY 2026 Budget Worksheet

	2026 Budget Proposed	FY 2026 Notes
Capital Expenditures		
Physical Plant/Facility	156,000.00	(80,000) Tower repairs - removed from budget (3,000) Base for unexpected facility expenses - removed from budget (100,000) Generator (replacement of 20 yr old gen) (56,000) Fuel System Upgrade (both physical components and software upgrades)
Misc. Tools & Equipment - FIRE	10,000.00	fire blankets for ev vehicles(\$8,000) <i>(up previous yr for extrication equip)</i>
Misc. Tools & Equipment - EMS	60,210.00	Pro Cot 36,222 (should be replaced every 7-10 yrs, ours is 18 yrs old), Lucas Device 24,588
Protective Gear	45,000.00	11 pair of boots expire in 2026 (5,500.00) 4 full sets of bunker gear will need to be purchased (4,739.00 pants and coat) 18,956.00 @ 2025 prices need to add min. 7% for price increase (20,282.92) 10 helmets (5,000.00) Plus 10 additional sets of boots in various sizes for replacement 5,000.00) 35,782.92 Must have for gear 9217.08 gives us gear replacement for failed gear
Boat	0.00	
Gym Equipment	0.00	
Office Computers (Station Information Tech Infrastructure)	4,000.00	2@\$2000 - UPS Replacements
Apparatus Computers (Apparatus Internet Connections)	12,000.00	Upgrade modems to 5G 3 x 4000 (M1, M2, E1) \$12,000
Radios	45,000.00	Mobile units for E1, M1, M2 (End of life for current units) 3@\$15,000
Capital Expenditures TOTAL	332,210.00	

	2026 Budget Proposed	FY 2026 Notes
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Personnel Expenditures

Payroll

Base Pay	5,892,100.00	53 full-time employees, 2 part-time employees, and keep Chief Miller on for 5 months. Base is 0% increase in pay, possible promotions from FM1 to FM2. Note: includes "FM3" stipend pay for 3 employees.
457 Plan Compensation	117,842.00	2% of base pay
Longevity	25,100.00	2024 total was \$23,542 (from QB report) . 2 long-time employees left/leaving. See 2026 personnel calc spreadsheet - ks.
Higher Class	28,110.60	2024 total was \$24,096 for 6,013.5 hours (from QB report) . 2024 \$4,117.35 for 1,266 hours for Q1, divided by # pay periods x rest of year...(4117.35/3*15)=\$20,586.75 for 6,330 hours .

Overtime

Overtime - REGULAR	409,340.56	72hr disaster (4 dispatchers + 1 extra shift), 1 FM2 out 6-12 months, dispatch OT assuming PTs cover 50-75% of available hours needed (~1000), also considered historical shift off time sick & "excused"
Overtime - CPR		(\$68*6hours*12classes*2employees) 6 total ET hours per class, 1 class per month, x \$68 per hour OT hourly pay rate, 2 employees (10,090 Included in one OT line)
Overtime - MEDICAL STANDBY EVENT		for special events: Lacrosse, Kinkaid, St. Cecilia. Financial consultant says we should show income (received for providing service at events) and expenses (located on budget), so need to show expense here. Estimate same as CPR (10,090 Included in one OT line)
Overtime - TRAINING		(45 employees x OT (\$68) rate(s) x 2 EMS trainings 5hrs ea) + (45 employees x OT (\$68) rate(s) x 1 live burn Fire training 5hrs ea (could be up to 6hrs) (48,960 Included in one OT line)
Professional Certification	21,402.00	9 people from Advanced FF to Master FF (difference per person of \$669 x 9 people = \$6,021) 5 people from Intermediate FF to Advanced FF (difference per person of \$450 x 5 = \$2,250) 3 people from Basic FF to Intermediate FF (difference per person of \$810 x 3 = \$2,430) A total of \$10,701 of a budget increase IF all 17 people get all the needed training in the next 24 months. See 2026 personnel calc spreadsheet - ks., ADD DEGREE PAY COST/INFO?
FICA	519,511.61	rounded to 8% [7.65% tax on sum of Base Pay, 457, Longevity, Higher Class, all OT, & Professional Certification]

Total Payroll 7,013,406.78

Benefits

Retirement - TMRS	403,920.28	Base is calculated on 2025 rate letter 6.22%, 2026 rate will be determined June 2025.
Health Insurance	1,163,050.00	*15% increase from 2025 actual rate and enrollments (& projected elections) for FT employees. From 2025 budget notes: Base does not include health/life scan 34,450 (34,450=650.00 *53)
Basic Life, ADD, & LTD Insurance	25,000.00	*15% rate increase from 2025 actual rates & using 2026 projected annual salary (for LTD) w/o overall increase to base salary. See 2026 personnel calc spreadsheet - ks.
Worker's Comp. Insurance	107,562.00	increase per 2/2025 email/renewal
Meal Allowance * moved to operations	46,000.00	

	2026 Budget Proposed	FY 2026 Notes
Total Benefits	1,745,532.28	
Personnel Expenditures TOTAL	8,758,939.06	

	2026 Budget Proposed	FY 2026 Notes
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Operating Expenditures

Red Trucks & Saving Lives

Ambulance Medical Supplies	70,000.00	Based off 2024 actuals (\$69K)
IP Address VPN - PS Lightwave	13,000.00	PS Lightwave bills approx \$1,000/mo
Internet, Phones, & TV - Comcast (Starlink)	10,000.00	Starlink \$140/mo, Comcast \$600/mo
Mobile Device Services	6,600.00	Added hotspot
City of Houston Radio System	19,680.00	<i>(492*40radios) annual cost due October</i>
Communications - Motorola 47 & NICE	45,000.00	<i>(43,000*1.06) = 6% increase from 2024 budgeted (6% based on actual increase from 2023 to 2024)</i>
Incident Records & CAD - Propheonix	28,810.00	<i>2025: estimate 7% increase from 2024 estimated actual...25K</i>
EMS Protocol App - Handtevy	6,300.00	ask Jason Ellis for info (increased # of licenses, will affect annual cost)- 4398.98 with a 5% increase (Mike G. 954-579-2963) <i>Increase # of personnel</i>
Training Software & Vehicle Checks - Vector Solutions	8,600.00	<i>for annual agreement for training management software & vehicle checks</i>
Drone Program	0.00	
EMS Equipment Maintence - ProCare/Stryker	23,593.50	<i>(21,000*1.07) increase 3% per quote, (Kendall recommends budgeting 5-7% increase per conversations with contact/rep)</i>
Uniforms	40,000.00	
Fuel	55,000.00	Base is fuel cost only. 55,000 for fuel for VFD
Vehicle Licenses & Permits	5,000.00	stay same as 2024
Dues & Subscriptions	4,950.00	<i>(1,800) NFPA Standards annual subscription for Fire Marshal (138*3) IAAI association annual dues for Fire Marshal, Cody Seymour, Tommy Depaul (Fire Investigators) (50) TFMA association annual dues for Fire Marshal (175) NFPA Journal annual subscription for station (500) TX Fire Chief Association (150*2) EMAT for Lutz & Miller (160*2) Gov Finance Association (550) TX EMS Alliance \$400base + (150*3units) (250 Fire Chief & 150*3 Deputy Chief) Harris County Fire Chief Association (35) Employee Retirment Systems</i>

Total Red Trucks & Saving Lives336,533.50

		2026 Budget Proposed	FY 2026 Notes
Dispatch			
Dispatch Alerting System - US Designs (Samantha)		12,500.00	
Electronic Protocol Cards - Pro QA		350.00	
Translation Service - Language Line		100.00	
Total Dispatch		12,950.00	
Fire Prevention - Fire Marshal's Office			
Public Education & Relations & Promotional		5,000.00	(5,000) hats, coloring books, crayons, pencils, badges, stickers, etc. for kids - Positive Promotions, department promotional items
Fire Investigations		0.00	(500) renew investigation equipment & supplies
Law Enforcement Equipment		0.00	(100) amunition required for annual qualification
Total Fire Prevention		5,000.00	
Fire Station			
Building Maintenance		52,300.00	Kilgore: Hvac contract \$6,000.00 2024 expenses for HVAC services \$13,000.00 = year total \$19,000.00 Loftin equipment: service contract \$8,300 2024 expenses for generators \$5000 = year total \$13,300 Ice Machine: cleaning & filter replacement \$1500 a year. Pest control: \$1500.00 a year Plumbing: \$3000.00 Electrical: \$3000.00 Replacement of station appliances fund: \$5500.00 Carpet Cleaning: \$2300 (removed) Misc repairs: \$5500.00
Station Supplies		18,000.00	
Public Utilities		55,000.00	actuals for 2024 = \$52K
Rent		10.00	annual rent for building/property - Spring Branch School
Property & Casualty Insurance		115,000.00	increase 18% from 2024 actual (84665). add premium for last quarter and include this in the 2024 budget as well as the increase to prem.For the increased agreed values & added cost for tank 4k to annual (Frank) 15%
Total Fire Station		240,310.00	

	2026 Budget Proposed	FY 2026 Notes
Office		
Office Supplies		
Office Supplies	32,900.00	paper, staples, toner, ink, pens, pencils, folders, binders, printers, Konica M. Copier 2023 \$950 and shred it \$2500. We have not completed a shred day since prior to construction. <i>Tracks past years' actuals</i>
VFD Branded Stationary		<i>no change (500 included in cell above)</i>
Postage Meter Rental - Pitney Bowes		<i>no change (1800 included in cell above)</i>
Shipping		(600 included in cell above)
Office Software		
Phones - 8x8		15,000 included in Office Software Line Item
HRIS - UKG Workforce Ready		<i>increase 2025 budgeted amount by 7% 19,260 included in Office Software Line Item</i>
Accounting - QuickBooks		<i>increase 2025 budgeted amount by 3% 3,090 included in Office Software Line Item</i>
Office Software & Email - Microsoft 365	63,300.00	(\$17*55 users*12months) upgrade basic (web only) users to standard (full suite) license for email to work properly ... 55 employees (53 if no vacancies + hire 2 part-time dispatchers) & Power BI (12*2*12)2 licenses; plus items above (8x8, UKG, QB, Adobe, Tipalti (\$10K))
Adobe		800 included in Office Software Line Item
Bank Service Charges	2,000.00	
Total Office	98,200.00	
Professional Services		
Accounting Services	20,000.00	(1360*12) 8 hrs per month (\$170/hr) for ORW accounting supervision + 3300 for additional (YE items), switch to Falco at \$120/hr
Legal Services	36,000.00	no change
IT Services	44,000.00	<i>Changing services from current to new support company (increase of approx. \$56,000 yearly)</i> <i>New IT support- \$100,000 (removed \$56K from budget to stay w Accutek)</i>
Health Insurance Consulting Services	13,621.75	2024 with a 15% increase estimate
Medical Director Services	25,000.00	includes \$5,000 insurance fee
Salary/Benefit Survey Services*	0.00	2025 Salary Survey
Legal Notices & Advertising	10,000.00	(4*2500) newspaper posting for bids - prop/casual insurance, workers comp, possibly fuel (same as 2024)
Other Professional Services (Audit)	24,000.00	FY25 Audit is \$23,875
Total Professional Services	172,621.75	

		2026 Budget Proposed	FY 2026 Notes
Training			
Training			
Fire Training	29,830.00	Swiftwater Rescue - \$850 x 6 = \$5,100 (approx. 144 ET hours) Rescue Boat Operator - \$450 x 6 = \$2,700 (approx. 72 ET hours) Accommodations for Rescue Boat Operator - \$1,110 (3 people x2 events) = \$2,220 Blue Card Course – 1 x \$385 = \$385 (online) (\$770 reduction) Fire Field (Annual Live Burns - \$950 x 3 = \$2,850 (approx. 270 ET hours) (\$150 total increase) Vehicle Extrication - \$200 x 3 = \$600 (vehicle deliver & pickup fees) TCFP Course - \$325 x 25 = \$8,125 (online) (\$1,625 reduction) TFCA Academy - \$1,250 x 2 = \$2,500 (approx. 96 ET hours) Accommodations for TFCA Academy - \$1,100 + mileage Training Supplies - \$2,500 x 1 = \$2,500 (\$2,500 increase) Rope Rescue Class - \$1,750 x 1 = \$1,750 (\$1750 reduction) Total: \$29,830	
Fire Certification Fees	6,539.00	\$88.00*30=2640.00 per new initial certification 56.49*30=1710 exam fee for certs Annual TCFP Cert Renewal (\$60 per person)*50=3000	
EMS Training	18,000.00	no change	
EMS Certification Fees	6,000.00	PALS-4950 (150*33) ACLS-4125 (125.00*33) (\$20*45employees) Handtevy Certification BLS - instructor -(3.00*45)=135.00 CPR/AED TDHS State Provider Certification	
Emergency Management Training - (TDEM)	6,000.00	2 conferences each \$1500*2conf*2emp	
Fire Marshal Training	8,600.00	Renew investigation equipment and supplies- \$500 Ammunition (required annual qualification)- \$100 Training- \$8000 Conferences (Fire marshal and other investigators)- \$6500 Arson Investigation and Fire Marshal TCOLE classes for CE- \$500 Investigation CE- \$1000 Total request for the Fire Marshal office- \$8600	
Fire Marshal Certification Fees	0.00		
Dispatch Training & Certification Fees	9,000.00	500*2 TCOLE certification, (need price) TCOLE CE for 2 dispatchers and (\$8,000) need for training (EMD, 911, CAD, TCOLE CE's, etc.) for 4 FT dispatchers.	

		2026 Budget Proposed	FY 2026 Notes
	Admin Training & Certification Fees	9,500.00	TMRS training/workshops, PFIA training & cert, Notary \$100 every 2 or 4years, HRIS conference/training & travel; cost of PD/travel for Amy CGFO Cert; \$500 SHRM Membership for Katherine (local and national)
	General Supplies for Training	0.00	
Total Training		93,469.00	

		2026 Budget Proposed	FY 2026 Notes
Maintenance			
Vehicle Maintenance	250,000.00	based on 2024 actuals and past spending history	
Equipment & Supplies Maintenance	40,000.00	replacement of axes, ladders, etc.	
Bunker Gear Maintenance	28,600.00	Hoods, gloves, safety vests, helmet fronts, EZ-Flip shield replacements and helmet parts	
SCBA Maintenance	15,000.00	(15,000) FIT testing, maintenance, & repairs	
Knox Contracts	800.00	721.00 annual subscription - Knox paid in Nov. (based on number of units, 1 on every truck - tier pricing)	
Fuel System	5,000.00	5,000 for maint. and Burns replacing (hardware)	
Total Maintenance		339,400.00	
Events & Other			
VFD Fire Commission & Meeting Expenses	7,500.00	no increase	
VFD Employee Appreciation & Events	10,000.00	(\$10,000) - Family Day - 2026	
CPR Supplies, Cards, & Equipment	7,100.00	biannually reoccurring annual cost, 108 Signup genius - CPR classes	
Contingency	20,000.00		
Total Events & Other		44,600.00	
Operating Expenditures TOTAL		1,343,084.25	

	2026 Budget Proposed	FY 2026 Notes
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SUMMARY

Capital Expenditures TOTAL	332,210.00
Personnel Expenditures TOTAL	8,758,939.06
Operating Expenditures TOTAL	1,343,084.25
SUBTOTAL (capital, personnel, & operating)	10,434,233.31

Capital Replacement Assessment	0.00
TOTAL BUDGET TO BE ASSESSED	10,434,233.31

Capital Replacement Fund Schedule

Vehicles		Life (years)	2025	2026	2027	2028	2029
2026 Aerial	15			2,121,000			
2020 Pumper 1	20						
2008 Pumper 2	20				1,600,000		
2014 Deputy Chief's Vehicle	10		150,000				
2019 Fire Chief's Vehicle	10						90,000
2020 Utility Vehicle	10						
2023 Medic 1	10						
2023 Medic 2	10						
2014 Medic 3	10					300,000	
2017 Fire Marshal's Vehicle	10				90,000		
Total to be spent for Vehicles			150,000	2,121,000	1,690,000	300,000	90,000

SCBA Equipment		2,025	2,026	2,027	2,028	2,029
SCBA Equipment	10	225,000				
Total to be spent for SCBA Equipment		225,000	0	0	0	0

Balance		2025	2026	2027	2028	2029
Beginning Cash -AP		1,237,493	3,130,493	1,528,493	417,493	646,493
Planned Budgeted Annual Contribution		0	0	0	0	0
Additional Contributions		0	0	0	0	0
EMS Revenue		250,000	375,000	350,000	350,000	350,000
Interest Income		18,000	144,000	144,000	144,000	144,000
Revenue from sale or trade-in		2,000,000	0	85,000	35,000	5,000
Disbursements		-375,000	-2,121,000	-1,690,000	-300,000	-90,000
Ending Cash		3,130,493	1,528,493	417,493	646,493	1,055,493

Capital Replacement Fund Schedule

Vehicles		2030	2031	2032	2033	2034	2035
2026 Aerial							
2020 Pumper 1							
2008 Pumper 2							
2014 Deputy Chief's Vehicle							
2019 Fire Chief's Vehicle							
2020 Utility Vehicle							
2023 Medic 1							
2023 Medic 2							
2014 Medic 3							
2017 Fire Marshal's Vehicle							
Total to be spent for Vehicles		0	0	0	700,000	0	2,150,000

SCBA Equipment		2,030	2,031	2,032	2,033	2,034	2,035
SCBA Equipment							
Total to be spent for SCBA Equipment		0	0	0	0	0	226,000

Balance		2030	2031	2032	2033	2034	2035
Beginning Cash -AP		1,055,493	1,549,493	2,043,493	2,537,493	2,331,493	2,825,493
Planned Budgeted Annual Contribution		0	0	0	0	0	0
Additional Contributions		0	0	0	0	0	0
EMS Revenue		350,000	350,000	350,000	350,000	350,000	350,000
Interest Income		144,000	144,000	144,000	144,000	144,000	144,000
Revenue from sale or trade-in		0	0	0	0	0	0
Disbursements		0	0	0	-700,000	0	-2,150,000
Ending Cash		1,549,493	2,043,493	2,537,493	2,331,493	2,825,493	1,169,493

Capital Replacement Fund Schedule

Vehicles		2036	2037	2038	2039	
2026 Aerial						
2020 Pumper 1						
2008 Pumper 2						
2014 Deputy Chief's Vehicle						
2019 Fire Chief's Vehicle						90,000
2020 Utility Vehicle						
2023 Medic 1						
2023 Medic 2						
2014 Medic 3						400,000
2017 Fire Marshal's Vehicle						90,000
Total to be spent for Vehicles		0	90,000	400,000	90,000	

SCBA Equipment		2,036	2,037	2,038	2,039
SCBA Equipment					
Total to be spent for SCBA Equipment		0	0	0	0

Balance		2036	2037	2038	2039
Beginning Cash -AP		1,169,493	1,663,494	2,067,494	2,161,494
Planned Budgeted Annual Contribution		0	0	0	0
Additional Contributions		0	0	0	0
EMS Revenue		350,000	350,000	350,000	350,000
Interest Income		144,000	144,000	144,000	144,000
Revenue from sale or trade-in		1	0	0	0
Disbursements		0	-90,000	-400,000	-90,000
Ending Cash		1,663,494	2,067,494	2,161,494	2,565,494

Capital Replacement Fund Schedule

Vehicles		2040	2041	2042	2043	2044	2045
2026 Aerial			4,400,000				
2020 Pumper 1							
2008 Pumper 2				2,000,000			
2014 Deputy Chief's Vehicle							150,000
2019 Fire Chief's Vehicle							
2020 Utility Vehicle							
2023 Medic 1					450,000		
2023 Medic 2					450,000		
2014 Medic 3							
2017 Fire Marshal's Vehicle							
Total to be spent for Vehicles		0	4,400,000	2,000,000	900,000	0	150,000

SCBA Equipment		2,040	2,041	2,042	2,043	2,044	2,045
SCBA Equipment							226,000
Total to be spent for SCBA Equipment		0	0	0	0	0	226,000

Balance		2040	2041	2042	2043	2044	2045
Beginning Cash -AP		2,565,494	3,059,494	-846,506	-2,352,506	-2,758,506	-2,264,506
Planned Budgeted Annual Contribution		0	0	0	0	0	0
Additional Contributions		0	0	0	0	0	0
EMS Revenue		350,000	350,000	350,000	350,000	350,000	350,000
Interest Income		144,000	144,000	144,000	144,000	144,000	144,000
Revenue from sale or trade-in		0	0	0	0	0	0
Disbursements		0	-4,400,000	-2,000,000	-900,000	0	-150,000
Ending Cash		3,059,494	-846,506	-2,352,506	-2,758,506	-2,264,506	-1,920,506

Capital Replacement Fund Schedule

Vehicles		2046	2047	2048
2026 Aerial				
2020 Pumper 1				
2008 Pumper 2				
2014 Deputy Chief's Vehicle				
2019 Fire Chief's Vehicle				
2020 Utility Vehicle				
2023 Medic 1				
2023 Medic 2				
2014 Medic 3				
2017 Fire Marshal's Vehicle				
Total to be spent for Vehicles		0	90,000	0

SCBA Equipment		2,046	2,047	2,048
SCBA Equipment				
Total to be spent for SCBA Equipment		0	0	0

Balance		2046	2047	2048
Beginning Cash -AP		-1,920,506	-1,426,506	-1,022,506
Planned Budgeted Annual Contribution		0	0	0
Additional Contributions		0	0	0
EMS Revenue		350,000	350,000	350,000
Interest Income		144,000	144,000	144,000
Revenue from sale or trade-in		0	0	0
Disbursements		0	-90,000	0
Ending Cash		-1,426,506	-1,022,506	-528,506

TO: Mayor and City Council

FROM: R. Pennington, City Administrator

MEETING DATE: April 28, 2025

SUBJECT: Consideration and possible action on a resolution appointing commissioners to the Village Fire Department Board of Commissioners: a) Fire Commissioner (RES 2025.04-1); b) Alternate Fire Commissioner (RES 2025.04-2).

Agenda Item: 4

Summary:

The City Council will consider and take possible action to appoint or reappoint individuals to serve as the Fire Commissioner and Alternate Fire Commissioner representing Piney Point Village on the Village Fire Department Commission. These roles are essential for ensuring the city's interests are represented in VFD operations and decision-making. Appointees will serve as liaisons between the city and the VFD, attending regular meetings and participating in key discussions regarding fire service delivery to the community.

Recommendation:

Consideration allows the Council to select and approve the individuals to serve as Fire Commissioner and Alternate Fire Commissioner.

Attachments/Required Documents:

Fire Commissioner Resolution (RES 2025.04-1).

Alternate Fire Commissioner Resolution (RES 2025.04-2)

RESOLUTION NO. 2025.04-1

**A RESOLUTION OF THE CITY OF PINEY POINT VILLAGE, TEXAS,
DESIGNATING THE CITY OF PINEY POINT VILLAGE’S COMMISSIONER
TO THE VILLAGE FIRE DEPARTMENT BOARD OF COMMISSIONERS.**

WHEREAS, the City Council recognizes that the City of Piney Point Village entered an Interlocal Cooperation Agreement on the 20th day of December 1978, with Bunker Hill Village, Hedwig Village, Hilshire Village, and Hunters Creek Village to establish a common municipal fire department to provide fire protection and emergency ambulance service for the property and inhabitants.

WHEREAS, the contracting cities' common municipal fire department is jointly owned and operated by the contracting cities as the Village Fire Department.

WHEREAS, the contracting cities will establish a Board of Commissioners for the Village Fire Department, which will have the privileges and immunities of a municipal fire department under the laws of the State of Texas.

WHEREAS, the Board of Commissioners shall consist of one commissioner from each of the contracting cities. Each city shall name its representative to such Board of Commissioners by formal resolution or ordinance of the city's governing body.

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

Section 1. The City Council of the City of Piney Point Village hereby designates [*Name of the Appointee*] to serve as the City’s Commissioner on the Board of Commissioners of the Village Fire Department, effective immediately. This individual shall serve as the official representative of the City of Piney Point Village in accordance with the terms of the Interlocal Cooperation Agreement and shall perform all duties and responsibilities as prescribed therein.

Section 2. This Resolution shall remain in effect until such time as the City Council of the City of Piney Point Village shall take formal action to appoint a new representative or rescind this designation. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

PASSED, APPROVED, AND ADOPTED this 28th day of April 2025.

City of Piney Point Village, Texas

Aliza Dutt, Mayor

ATTEST:

Robert Pennington, City Secretary

RESOLUTION NO. 2025.04-2

**A RESOLUTION OF THE CITY OF PINEY POINT VILLAGE, TEXAS,
DESIGNATING THE CITY OF PINEY POINT VILLAGE'S ALTERNATE FIRE
COMMISSIONER TO THE VILLAGE FIRE DEPARTMENT BOARD OF
COMMISSIONERS.**

WHEREAS, the City Council recognizes that the City of Piney Point Village entered an Interlocal Cooperation Agreement on the 20th day of December 1978, with Bunker Hill Village, Hedwig Village, Hilshire Village, and Hunters Creek Village to establish a common municipal fire department to provide fire protection and emergency ambulance service for the property and inhabitants.

WHEREAS, the contracting cities' common municipal fire department is jointly owned and operated by the contracting cities as the Village Fire Department.

WHEREAS, the contracting cities will establish a Board of Commissioners for the Village Fire Department, which will have the privileges and immunities of a municipal fire department under the laws of the State of Texas.

WHEREAS, the Board of Commissioners shall consist of one commissioner and one alternate commissioner from each of the contracting cities. Each city shall name its representative to such Board of Commissioners by formal resolution or ordinance of the city's governing body.

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

Section 1. The City Council of the City of Piney Point Village hereby designates [*Name of the Appointee*] to serve as the City's Alternate Fire Commissioner on the Board of Commissioners of the Village Fire Department, effective immediately. This individual shall serve as the official representative of the City of Piney Point Village in accordance with the terms of the Interlocal Cooperation Agreement and shall perform all duties and responsibilities as prescribed therein.

Section 2. This Resolution shall remain in effect until such time as the City Council of the City of Piney Point Village shall take formal action to appoint a new representative or rescind this designation. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

PASSED, APPROVED, AND ADOPTED this 28th day of April 2025.

City of Piney Point Village, Texas

Aliza Dutt, Mayor

ATTEST:

Robert Pennington, City Secretary

TO: City Council

VIA: City Engineer

MEETING DATE: April 28, 2025

SUBJECT: Consideration and possible action on City Engineering.

Agenda Item: 5

Summary

Overall, city engineers provide critical technical expertise to guide infrastructure decisions and ensure municipalities can meet the current and future needs of residents. They play a key role in maintaining and improving the quality of life in cities. HDR, Inc. are providing specialized expertise for specific city projects. Ultimately, contracting with engineering firms allows cities to access necessary expertise and services while potentially reducing costs and increasing flexibility in their operations. The following are current items related to engineering activities and reporting:

- a) Letter of recommendation for the Chuckanut Paving and Drainage Improvements.
- b) Design proposal for Shadow Way Court drainage improvements.
- c) Quotes for drainage improvements at 5 Oaklawn Drive.
- d) Approval and award for the maintenance of drainage bayous, including Quail Creek and Woods Edge.
- e) April Engineers Report

Council Agenda Item Cover Memo

4/28/2025
Date of Meeting

To: Mayor and City Council

Agenda Item:

Discuss and take possible action on Chuckanut Paving & Drainage Improvements Project

SUMMARY/BACKGROUND (WHY): Action is requested to review and potentially approve the bid results and the accompanying Letter of Recommendation for the Chuckanut Paving and Drainage Improvements Project. If awarded, construction is expected to commence in May 2025.

STAFF RECOMMENDATION: _____

ESTIMATED COST: \$970,993.00 **FUNDING SOURCE:** _____

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

PREPARED BY: John Peterson/Grace Moylan

ATTACHMENTS: Yes

LETTER OF RECOMMENDATION

FOR

Chuckanut Drainage and Paving Improvements Project



CITY OF PINEY POINT VILLAGE, TEXAS

APRIL 18, 2025

HDR Project No. 10407577



HDR ENGINEERING, INC.
4828 LOOP CENTRAL DRIVE, SUITE 700
HOUSTON, TEXAS 77081 (713) 622-9264



April 28, 2025

Mayor and City Council Members
City of Piney Point Village
7660 Woodway Drive, Suite 460
Houston, Texas 77063

Re: Letter of Recommendation for Chuckanut Drainage and Paving Improvements Project
City of Piney Point Village
HDR Job No. 10407577

Dear Mayor and City Council Members:

On April 16, 2025, the City received four (4) bids for the above referenced project. The following is a summary of our bid evaluation.

1. Bid Tabulation Sheet – Four (4) construction firms participated in the bidding process. Each bid was checked for mathematical errors and/or bid irregularities. Errors were discovered on three of the bids. The appropriate corrections to the errors were made and included in the attached bid tabulation. The errors did not affect the order of the bids. The project recommended for award include Base Bid and Supplemental Bid Items. The bids for the project are as follows:

Contractor	Total Base Bid (General, Items for 1, 2, 4, 5, shared 6 & 7, 6, 7, 8, and 9, 2 Chuckanut Lane Easement Items, 239 Piney Point Road Easement Items) and Supplemental
On Par Civil Services, LLC	\$970,993.00
DL Glover Utilities, LLC	\$1,222,410.00
Total Contracting Limited	\$1,460,908.00
Specialty Construction TX, LLC	\$1,686,711.25

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

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

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

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

Sincerely,

HDR Engineering, Inc.

A handwritten signature in blue ink, reading "Aaron Croley". The signature is fluid and cursive, with the first name "Aaron" and last name "Croley" clearly distinguishable.

Aaron Croley, P.E., CFM
Project Manager

SECTION 1

Bid Tabulation

Chuckanut Drainage and Paving Improvements Project

Bid Opening: 4/16/2025

				LOWEST BIDDER							
				On Par Civil Services LLC		DL Glover Utilities LLC		Total Contracting Limited		Specialty Construction TX LLC	
Item	Item Description	Unit	Quantity	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
PAVING BID ITEMS											
1	Traffic Control, complete in place, the sum of:	L.S.	1	\$ 12,000.00	\$ 12,000.00	\$ 122,720.00	\$ 122,720.00	\$ 150,000.00	\$ 150,000.00	\$ 21,600.00	\$ 21,600.00
2	SWP3 Plan, complete in place, the sum of:	L.S.	1	\$ 3,000.00	\$ 3,000.00	\$ 2,050.00	\$ 2,050.00	\$ 20,000.00	\$ 20,000.00	\$ 11,300.00	\$ 11,300.00
3	Remove and Replace 8" Monolithic Concrete Curb on Asphalt Pavement, per detail in plans, complete in place, the sum of:	L.F.	265	\$ 25.00	\$ 6,625.00	\$ 21.00	\$ 5,565.00	\$ 25.00	\$ 6,625.00	\$ 7.25	\$ 1,921.25
4	Recycled Cement Stabilized Base Course, 8" minimum depth, including the removal of any excess material and microcracking of stabilized base, complete in place, the sum of:	S.Y.	2,500	\$ 23.00	\$ 57,500.00	\$ 32.00	\$ 80,000.00	\$ 35.00	\$ 87,500.00	\$ 83.00	\$ 207,500.00
5	Cement for Base Course (7.5% by weight), complete in place, the sum of:	TON	52	\$ 110.00	\$ 5,720.00	\$ 520.00	\$ 27,040.00	\$ 350.00	\$ 18,200.00	\$ 150.00	\$ 7,800.00
6	2" Type D HMAC Overlay, including tack coat, complete in place, the sum of:	S.Y.	2300	\$ 11.00	\$ 25,300.00	\$ 12.00	\$ 27,600.00	\$ 10.00	\$ 23,000.00	\$ 57.00	\$ 131,100.00
7	2" Milling of existng asphalt pavement, including hauling and proper disposal, complete in place, the sum of:	S.Y.	2300	\$ 115.00	\$ 264,500.00	\$ 29.00	\$ 66,700.00	\$ 25.00	\$ 57,500.00	\$ 71.50	\$ 164,450.00
8	Prime Coat, complete in place, the sum of:	GAL	875	\$ 10.00	\$ 8,750.00	\$ 59.00	\$ 51,625.00	\$ 10.00	\$ 8,750.00	\$ 100.00	\$ 87,500.00
9	8" Type A HMAC black base, complete in place, the sum of:	S.Y.	155	\$ 65.00	\$ 10,075.00	\$ 54.00	\$ 8,370.00	\$ 120.00	\$ 18,600.00	\$ 140.00	\$ 21,700.00
10	8" Removal of existng asphalt base, including hauling and proper disposal, complete in place, the sum of:	S.Y.	155	\$ 25.00	\$ 3,875.00	\$ 15.00	\$ 2,325.00	\$ 20.00	\$ 3,100.00	\$ 31.00	\$ 4,805.00
Paving Bid Items Total:				\$397,345.00		\$393,995.00		\$393,275.00		\$659,676.25	
DRAINAGE BID ITEMS											
11	Temporary Asphalt Point Repair for storm sewer installation, complete in place, the sum of:	S.Y.	45	\$ 35.00	\$ 1,575.00	\$ 57.00	\$ 2,565.00	\$ 100.00	\$ 4,500.00	\$ 400.00	\$ 18,000.00
12	Remove and Dispose of Existing Storm Sewer, complete in place, the sum of:	L.F.	20	\$ 25.00	\$ 500.00	\$ 22.00	\$ 440.00	\$ 50.00	\$ 1,000.00	\$ 42.00	\$ 840.00
13	Proposed Concrete Collar Storm Sewer Connection to Existing Storm Sewer, complete in place, the sum of:	EA.	1	\$ 2,000.00	\$ 2,000.00	\$ 1,230.00	\$ 1,230.00	\$ 5,000.00	\$ 5,000.00	\$ 4,230.00	\$ 4,230.00
14	24" HDPE Storm Sewer, including bedding and backfill, complete in place, the sum of:	L.F.	570	\$ 65.00	\$ 37,050.00	\$ 161.00	\$ 91,770.00	\$ 175.00	\$ 99,750.00	\$ 95.00	\$ 54,150.00
15	24" RCP Storm Sewer, including bedding and backfill, complete in place, the sum of:	L.F.	250	\$ 125.00	\$ 31,250.00	\$ 209.00	\$ 52,250.00	\$ 275.00	\$ 68,750.00	\$ 95.00	\$ 23,750.00
16	8" PVC Storm Sewer, stub-out, all depths, complete in place, the sum of:	L.F.	5	\$ 30.00	\$ 150.00	\$ 42.00	\$ 210.00	\$ 75.00	\$ 375.00	\$ 200.00	\$ 1,000.00
17	8" or 12" PVC for Yard Drain Connections, as indicated on plans, all depths, complete in place, the sum of:	L.F.	70	\$ 30.00	\$ 2,100.00	\$ 34.00	\$ 2,380.00	\$ 75.00	\$ 5,250.00	\$ 200.00	\$ 14,000.00
18	Proposed Connection to Existing Yard Drain, complete in place, the sum of:	EA.	2	\$ 500.00	\$ 1,000.00	\$ 330.00	\$ 660.00	\$ 1,500.00	\$ 3,000.00	\$ 250.00	\$ 500.00
19	Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA.	6	\$ 3,600.00	\$ 21,600.00	\$ 3,475.00	\$ 20,850.00	\$ 4,250.00	\$ 25,500.00	\$ 7,825.00	\$ 46,950.00
20	4'x4' Storm Sewer Box Manhole, including Bedding and Backfill, complete in place, the sum of:	EA.	3	\$ 4,500.00	\$ 13,500.00	\$ 4,150.00	\$ 12,450.00	\$ 4,000.00	\$ 12,000.00	\$ 8,300.00	\$ 24,900.00
21	Tie-In Proposed Storm Sewer to Existing Inlet, complete in place, the sum of:	EA.	2	\$ 2,000.00	\$ 4,000.00	\$ 690.00	\$ 1,380.00	\$ 3,000.00	\$ 6,000.00	\$ 400.00	\$ 800.00
22	6" PVC (C-900) Water Line Adjustment, to include 30 LF of water line, bends, fittings, and two 6" wet connections, complete in place, the sum of:	EA.	3	\$ 4,000.00	\$ 12,000.00	\$ 6,200.00	\$ 18,600.00	\$ 6,000.00	\$ 18,000.00	\$ 12,770.00	\$ 38,310.00
23	Remove and Replace Chain Link Fence, complete in place, the sum of:	L.F.	450	\$ 25.00	\$ 11,250.00	\$ 55.00	\$ 24,750.00	\$ 125.00	\$ 56,250.00	\$ 45.00	\$ 20,250.00
24	Remove and Replace Wood Fence, complete in place, the sum of:	L.F.	450	\$ 30.00	\$ 13,500.00	\$ 40.00	\$ 18,000.00	\$ 100.00	\$ 45,000.00	\$ 45.00	\$ 20,250.00
25	Trench Safety for All Storm Sewers Greater than 5' Deep, complete in place, the sum of:	L.F.	820	\$ 1.00	\$ 820.00	\$ 3.00	\$ 2,460.00	\$ 1.00	\$ 820.00	\$ 5.00	\$ 4,100.00
26	Remove tree 0 to 11.99", complete in place, the sum of:	EA.	10	\$ 1,400.00	\$ 14,000.00	\$ 475.00	\$ 4,750.00	\$ 1,000.00	\$ 10,000.00	\$ 250.00	\$ 2,500.00
27	Remove tree 12 to 29.99", complete in place, the sum of:	EA.	20	\$ 2,000.00	\$ 40,000.00	\$ 1,520.00	\$ 30,400.00	\$ 2,000.00	\$ 40,000.00	\$ 1,000.00	\$ 20,000.00
28	Clearance Prune Tree, complete in place, the sum of:	EA.	9	\$ 500.00	\$ 4,500.00	\$ 370.00	\$ 3,330.00	\$ 500.00	\$ 4,500.00	\$ 200.00	\$ 1,800.00
29	Install Tree Protection fence (up to 5,000 L.F.), complete in place, the sum of:	L.F.	130	\$ 5.00	\$ 650.00	\$ 8.00	\$ 1,040.00	\$ 15.00	\$ 1,950.00	\$ 10.00	\$ 1,300.00
30	Install Root Pruning Trench, complete in place, the sum of:	L.F.	180	\$ 10.00	\$ 1,800.00	\$ 37.00	\$ 6,660.00	\$ 25.00	\$ 4,500.00	\$ 10.00	\$ 1,800.00
Drainage Bid Items Total:				\$213,245.00		\$296,175.00		\$412,145.00		\$299,430.00	
#1 CHUCKANUT LANE ITEMS											
31	Remove and Replace 6" Thick Reinforced Concrete Driveway, including proof rolling, leveling up sand, and full depth saw cut, complete in place, the sum of:	S.Y.	45	\$ 115.00	\$ 5,175.00	\$ 149.00	\$ 6,705.00	\$ 125.00	\$ 5,625.00	\$ 180.00	\$ 8,100.00
32	Temporary Driveways, complete in place, the sum of:	EA.	1	\$ 4,000.00	\$ 4,000.00	\$ 290.00	\$ 290.00	\$ 2,000.00	\$ 2,000.00	\$ 400.00	\$ 400.00
33	Remove and Dispose of Existing Storm Sewer, complete in place, the sum of:	L.F.	20	\$ 30.00	\$ 600.00	\$ 22.00	\$ 440.00	\$ 50.00	\$ 1,000.00	\$ 40.00	\$ 800.00
34	Abandon and Grout-Fill Existing Storm Sewer, including plugs, complete in place, the sum of:	C.Y.	2	\$ 200.00	\$ 400.00	\$ 340.00	\$ 680.00	\$ 150.00	\$ 300.00	\$ 1,230.00	\$ 2,460.00
35	24" HDPE Storm Sewer, including bedding and backfill, complete in place, the sum of:	L.F.	45	\$ 65.00	\$ 2,925.00	\$ 161.00	\$ 7,245.00	\$ 175.00	\$ 7,875.00	\$ 95.00	\$ 4,275.00
36	Install Long Side Water Service, complete in place, the sum of:	EA.	1	\$ 1,300.00	\$ 1,300.00	\$ 1,700.00	\$ 1,700.00	\$ 5,000.00	\$ 5,000.00	\$ 8,350.00	\$ 8,350.00
37	8" or 12" PVC for Yard Drain Connections, as shown on plan, all depths, complete in place, the sum of:	L.F.	35	\$ 30.00	\$ 1,050.00	\$ 34.00	\$ 1,190.00	\$ 75.00	\$ 2,625.00	\$ 200.00	\$ 7,000.00
38	Proposed Connection to Existing Yard Drain, complete in place, the sum of:	EA.	1	\$ 500.00	\$ 500.00	\$ 330.00	\$ 330.00	\$ 1,500.00	\$ 1,500.00	\$ 250.00	\$ 250.00
39	Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA.	2	\$ 3,600.00	\$ 7,200.00	\$ 3,475.00	\$ 6,950.00	\$ 4,250.00	\$ 8,500.00	\$ 7,825.00	\$ 15,650.00
40	Trench Safety for All Storm Sewers Greater than 5' Deep, complete in place, the sum of:	L.F.	45	\$ 1.00	\$ 45.00	\$ 3.00	\$ 135.00	\$ 1.00	\$ 45.00	\$ 5.00	\$ 225.00
41	Remove, Salvage, and Reinstall Post Metal Mailbox, complete in place, the sum of:	EA.	1	\$ 250.00	\$ 250.00	\$ 480.00	\$ 480.00	\$ 1,500.00	\$ 1,500.00	\$ 750.00	\$ 750.00
42	Clearance Prune Tree, complete in place, the sum of:	EA.	1	\$ 500.00	\$ 500.00	\$ 370.00	\$ 370.00	\$ 500.00	\$ 500.00	\$ 200.00	\$ 200.00
43	Install Tree Protection fence (up to 5,000 L.F.), complete in place, the sum of:	L.F.	106	\$ 5.00	\$ 530.00	\$ 8.00	\$ 848.00	\$ 15.00	\$ 1,590.00	\$ 10.00	\$ 1,060.00
44	Install Root Pruning Trench, complete in place, the sum of:	L.F.	20	\$ 10.00	\$ 200.00	\$ 37.00	\$ 740.00	\$ 25.00	\$ 500.00	\$ 10.00	\$ 200.00
#1 Chuckanut Lane Items Total:				\$24,675.00		\$28,103.00		\$38,560.00		\$49,720.00	

Bid Tabulation

Chuckanut Drainage and Paving Improvements Project

Bid Opening: 4/16/2025

#2 CHUCKANUT LANE ITEMS											
45	Remove and Replace 6" Thick Reinforced Concrete Driveway, including proof rolling, leveling up sand, and full depth saw cut, complete in place, the sum of:	S.Y.	40	\$ 115.00	\$ 4,600.00	\$ 149.00	\$ 5,960.00	\$ 125.00	\$ 5,000.00	\$ 180.00	\$ 7,200.00
46	Temporary Driveways, complete in place, the sum of:	EA.	1	\$ 4,000.00	\$ 4,000.00	\$ 290.00	\$ 290.00	\$ 2,000.00	\$ 2,000.00	\$ 400.00	\$ 400.00
47	Remove and Dispose of Existing Storm Sewer, complete in place, the sum of:	L.F.	20	\$ 30.00	\$ 600.00	\$ 220.00	\$ 4,400.00	\$ 50.00	\$ 1,000.00	\$ 40.00	\$ 800.00
48	24" HDPE Storm Sewer, including bedding and backfill, complete in place, the sum of:	L.F.	80	\$ 65.00	\$ 5,200.00	\$ 161.00	\$ 12,880.00	\$ 175.00	\$ 14,000.00	\$ 95.00	\$ 7,600.00
49	8" or 12" PVC for Yard Drain Connections, as shown on plan, all depths, complete in place, the sum of:	L.F.	55	\$ 30.00	\$ 1,650.00	\$ 34.00	\$ 1,870.00	\$ 75.00	\$ 4,125.00	\$ 200.00	\$ 11,000.00
50	Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA.	1	\$ 3,600.00	\$ 3,600.00	\$ 3,475.00	\$ 3,475.00	\$ 4,250.00	\$ 4,250.00	\$ 7,825.00	\$ 7,825.00
51	Proposed Connection to Existing Yard Drain, complete in place, the sum of:	EA.	4	\$ 500.00	\$ 2,000.00	\$ 330.00	\$ 1,320.00	\$ 1,500.00	\$ 6,000.00	\$ 250.00	\$ 1,000.00
52	Trench Safety for All Storm Sewers Greater than 5' Deep, complete in place, the sum of:	L.F.	80	\$ 1.00	\$ 80.00	\$ 3.00	\$ 240.00	\$ 1.00	\$ 80.00	\$ 5.00	\$ 400.00
53	Install Short Side Water Service, complete in place, the sum of:	EA.	1	\$ 850.00	\$ 850.00	\$ 890.00	\$ 890.00	\$ 2,500.00	\$ 2,500.00	\$ 4,550.00	\$ 4,550.00
54	Remove, Salvage, and Reinstall Metal Post Mailbox, complete in place, the sum of:	EA.	1	\$ 250.00	\$ 250.00	\$ 480.00	\$ 480.00	\$ 1,500.00	\$ 1,500.00	\$ 750.00	\$ 750.00
55	Clearance Prune Tree, complete in place, the sum of:	EA.	1	\$ 500.00	\$ 500.00	\$ 370.00	\$ 370.00	\$ 500.00	\$ 500.00	\$ 200.00	\$ 200.00
56	Install Tree Protection fence (up to 5,000 L.F.), complete in place, the sum of:	L.F.	165	\$ 5.00	\$ 825.00	\$ 8.00	\$ 1,320.00	\$ 15.00	\$ 2,475.00	\$ 10.00	\$ 1,650.00
57	Install Root Pruning Trench, complete in place, the sum of:	L.F.	55	\$ 10.00	\$ 550.00	\$ 37.00	\$ 2,035.00	\$ 25.00	\$ 1,375.00	\$ 10.00	\$ 550.00
#2 Chuckanut Lane Items Total:				\$24,705.00		\$35,530.00		\$44,805.00		\$43,925.00	
#2 EASEMENT ITEMS											
58	Remove and Replace 6" Thick Reinforced Concrete Driveway, including proof rolling, leveling up sand, and full depth saw cut, complete in place, the sum of:	S.Y.	45	\$ 115.00	\$ 5,175.00	\$ 149.00	\$ 6,705.00	\$ 125.00	\$ 5,625.00	\$ 180.00	\$ 8,100.00
59	18"x28" RCAP Storm Sewer, including bedding and backfill, complete in place, the sum of:	L.F.	155	\$ 210.00	\$ 32,550.00	\$ 408.00	\$ 63,240.00	\$ 300.00	\$ 46,500.00	\$ 180.00	\$ 27,900.00
60	8" or 12" PVC for Yard Drain Connections, as shown on plan, all depths, complete in place, the sum of:	L.F.	45	\$ 30.00	\$ 1,350.00	\$ 46.00	\$ 2,070.00	\$ 75.00	\$ 3,375.00	\$ 200.00	\$ 9,000.00
61	Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA.	2	\$ 3,600.00	\$ 7,200.00	\$ 3,820.00	\$ 7,640.00	\$ 4,250.00	\$ 8,500.00	\$ 7,825.00	\$ 15,650.00
62	Proposed Connection to Existing Yard Drain, complete in place, the sum of:	L.F.	2	\$ 400.00	\$ 800.00	\$ 330.00	\$ 660.00	\$ 1,500.00	\$ 3,000.00	\$ 250.00	\$ 500.00
63	Trench Safety for All Storm Sewers Greater than 5' Deep, complete in place, the sum of:	L.F.	155	\$ 1.00	\$ 155.00	\$ 3.00	\$ 465.00	\$ 1.00	\$ 155.00	\$ 5.00	\$ 775.00
64	Remove and Dispose of Existing Retaining Wall and associated sections of existing decomposed granite pad, complete in place, the sum of:	L.F.	25	\$ 220.00	\$ 5,500.00	\$ 37.00	\$ 925.00	\$ 50.00	\$ 1,250.00	\$ 100.00	\$ 2,500.00
65	Remove tree 0 to 11.99", complete in place, the sum of:	EA.	2	\$ 1,400.00	\$ 2,800.00	\$ 470.00	\$ 940.00	\$ 1,000.00	\$ 2,000.00	\$ 450.00	\$ 900.00
66	Remove tree 12 to 29.99", complete in place, the sum of:	EA.	1	\$ 2,000.00	\$ 2,000.00	\$ 680.00	\$ 680.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
#2 Easement Items Total:				\$57,530.00		\$83,325.00		\$72,405.00		\$67,325.00	
#4 CHUCKANUT LANE ITEMS											
67	Remove and Replace 6" Thick Reinforced Concrete Driveway, including proof rolling, leveling up sand, and full depth saw cut, complete in place, the sum of:	S.Y.	25	\$ 115.00	\$ 2,875.00	\$ 149.00	\$ 3,725.00	\$ 125.00	\$ 3,125.00	\$ 180.00	\$ 4,500.00
68	Temporary Driveways, complete in place, the sum of:	EA.	1	\$ 3,000.00	\$ 3,000.00	\$ 290.00	\$ 290.00	\$ 2,000.00	\$ 2,000.00	\$ 400.00	\$ 400.00
69	24" HDPE Storm Sewer, including bedding and backfill, complete in place, the sum of:	L.F.	105	\$ 65.00	\$ 6,825.00	\$ 161.00	\$ 16,905.00	\$ 175.00	\$ 18,375.00	\$ 95.00	\$ 9,975.00
70	8" or 12" PVC for Yard Drain Connections, as shown on plan, all depths, complete in place, the sum of:	L.F.	40	\$ 30.00	\$ 1,200.00	\$ 33.00	\$ 1,320.00	\$ 75.00	\$ 3,000.00	\$ 200.00	\$ 8,000.00
71	Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA.	1	\$ 3,600.00	\$ 3,600.00	\$ 3,480.00	\$ 3,480.00	\$ 4,250.00	\$ 4,250.00	\$ 7,825.00	\$ 7,825.00
72	Proposed Connection to Existing Yard Drain, complete in place, the sum of:	EA.	2	\$ 400.00	\$ 800.00	\$ 330.00	\$ 660.00	\$ 1,500.00	\$ 3,000.00	\$ 250.00	\$ 500.00
73	Trench Safety for All Storm Sewers Greater than 5' Deep, complete in place, the sum of:	L.F.	105	\$ 1.00	\$ 105.00	\$ 3.00	\$ 315.00	\$ 1.00	\$ 105.00	\$ 250.00	\$ 26,250.00
74	Remove, Salvage, and Reinstall Metal Post Mailbox, complete in place, the sum of:	L.F.	1	\$ 250.00	\$ 250.00	\$ 480.00	\$ 480.00	\$ 1,500.00	\$ 1,500.00	\$ 750.00	\$ 750.00
75	Install Short Side Water Service, complete in place, the sum of:	EA.	1	\$ 850.00	\$ 850.00	\$ 890.00	\$ 890.00	\$ 2,500.00	\$ 2,500.00	\$ 4,550.00	\$ 4,550.00
76	Remove and Dispose of Existing Storm Sewer, complete in place, the sum of:	L.F.	20	\$ 30.00	\$ 600.00	\$ 22.00	\$ 440.00	\$ 50.00	\$ 1,000.00	\$ 40.00	\$ 800.00
77	Clearance Prune Tree, complete in place, the sum of:	EA.	2	\$ 500.00	\$ 1,000.00	\$ 370.00	\$ 740.00	\$ 500.00	\$ 1,000.00	\$ 200.00	\$ 400.00
78	Install Tree Protection fence (up to 5,000 L.F.), complete in place, the sum of:	L.F.	44	\$ 10.00	\$ 440.00	\$ 8.00	\$ 352.00	\$ 15.00	\$ 660.00	\$ 10.00	\$ 440.00
79	Install Root Pruning Trench, complete in place, the sum of:	L.F.	38	\$ 10.00	\$ 380.00	\$ 37.00	\$ 1,406.00	\$ 25.00	\$ 950.00	\$ 10.00	\$ 380.00
#4 Chuckanut Lane Items Total:				\$21,925.00		\$31,003.00		\$41,465.00		\$64,770.00	
#5 CHUCKANUT LANE ITEMS											
80	Remove and Replace 6" Thick Reinforced Concrete Driveway, including proof rolling, leveling up sand, and full depth saw cut, complete in place, the sum of:	S.Y.	35	\$ 115.00	\$ 4,025.00	\$ 149.00	\$ 5,215.00	\$ 125.00	\$ 4,375.00	\$ 180.00	\$ 6,300.00
81	Temporary Driveways, complete in place, the sum of:	EA.	1	\$ 3,000.00	\$ 3,000.00	\$ 290.00	\$ 290.00	\$ 2,000.00	\$ 2,000.00	\$ 400.00	\$ 400.00
82	24" HDPE Storm Sewer, including bedding and backfill, complete in place, the sum of:	L.F.	50	\$ 65.00	\$ 3,250.00	\$ 161.00	\$ 8,050.00	\$ 175.00	\$ 8,750.00	\$ 95.00	\$ 4,750.00
83	24" RCP Storm Sewer, including bedding and backfill, complete in place, the sum of:	L.F.	25	\$ 125.00	\$ 3,125.00	\$ 209.00	\$ 5,225.00	\$ 275.00	\$ 6,875.00	\$ 180.00	\$ 4,500.00
84	8" or 12" PVC for Yard Drain Connections, as shown on plan, all depths, complete in place, the sum of:	L.F.	65	\$ 30.00	\$ 1,950.00	\$ 34.00	\$ 2,210.00	\$ 75.00	\$ 4,875.00	\$ 100.00	\$ 6,500.00
85	Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA.	2	\$ 3,600.00	\$ 7,200.00	\$ 3,480.00	\$ 6,960.00	\$ 4,250.00	\$ 8,500.00	\$ 7,825.00	\$ 15,650.00
86	Proposed Connection to Existing Yard Drain, complete in place, the sum of:	EA.	1	\$ 400.00	\$ 400.00	\$ 330.00	\$ 330.00	\$ 1,500.00	\$ 1,500.00	\$ 250.00	\$ 250.00
87	Trench Safety for All Storm Sewers Greater than 5' Deep, complete in place, the sum of:	L.F.	75	\$ 1.00	\$ 75.00	\$ 3.00	\$ 225.00	\$ 1.00	\$ 75.00	\$ 5.00	\$ 375.00
88	Temporary Asphalt Point Repair, complete in place, the sum of:	S.Y.	10	\$ 35.00	\$ 350.00	\$ 57.00	\$ 570.00	\$ 100.00	\$ 1,000.00	\$ 400.00	\$ 4,000.00
89	Remove, Salvage, and Reinstall Metal Post Mailbox, complete in place, the sum of:	EA.	1	\$ 250.00	\$ 250.00	\$ 480.00	\$ 480.00	\$ 1,500.00	\$ 1,500.00	\$ 750.00	\$ 750.00
90	Remove and Dispose of Existing Storm Sewer, complete in place, the sum of:	L.F.	20	\$ 30.00	\$ 600.00	\$ 22.00	\$ 440.00	\$ 50.00	\$ 1,000.00	\$ 40.00	\$ 800.00
#5 Chuckanut Lane Items Total:				\$24,225.00		\$29,995.00		\$40,450.00		\$44,275.00	
#6 & #7 SHARED CHUCKANUT LANE ITEMS											
91	24" RCP Storm Sewer, including bedding and backfill, complete in place, the sum of:	L.F.	150	\$ 125.00	\$ 18,750.00	\$ 209.00	\$ 31,350.00	\$ 275.00	\$ 41,250.00	\$ 180.00	\$ 27,000.00
92	Proposed 4'x4' Storm Sewer Junction Box, including bedding and backfill, complete in place, the sum of:	EA.	3	\$ 4,500.00	\$ 13,500.00	\$ 4,150.00	\$ 12,450.00	\$ 4,000.00	\$ 12,000.00	\$ 8,300.00	\$ 24,900.00
93	Trench Safety for All Storm Sewers Greater than 5' Deep, complete in place, the sum of:	L.F.	150	\$ 1.00	\$ 150.00	\$ 3.00	\$ 450.00	\$ 1.00	\$ 150.00	\$ 5.00	\$ 750.00
6 & 7 Shared Chuckanut Lane Items Total:				\$32,400.00		\$44,250.00		\$53,400.00		\$52,650.00	

Bid Tabulation

Chuckanut Drainage and Paving Improvements Project

Bid Opening: 4/16/2025

#6 CHUCKANUT LANE ITEMS											
94	24" RCP Storm Sewer, including bedding and backfill, complete in place, the sum of:	L.F.	15	\$ 125.00	\$ 1,875.00	\$ 209.00	\$ 3,135.00	\$ 275.00	\$ 4,125.00	\$ 180.00	\$ 2,700.00
95	Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA.	1	\$ 4,500.00	\$ 4,500.00	\$ 3,480.00	\$ 3,480.00	\$ 4,250.00	\$ 4,250.00	\$ 7,825.00	\$ 7,825.00
96	8" or 12" PVC for Yard Drain Connections, as shown on plan, all depths, complete in place, the sum of:	L.F.	15	\$ 30.00	\$ 450.00	\$ 33.00	\$ 495.00	\$ 75.00	\$ 1,125.00	\$ 200.00	\$ 3,000.00
97	Proposed Connection to Existing Yard Drain, complete in place, the sum of:	EA.	1	\$ 400.00	\$ 400.00	\$ 330.00	\$ 330.00	\$ 1,500.00	\$ 1,500.00	\$ 250.00	\$ 250.00
98	Trench Safety for All Storm Sewers Greater than 5' Deep, complete in place, the sum of:	L.F.	15	\$ 1.00	\$ 15.00	\$ 3.00	\$ 45.00	\$ 1.00	\$ 15.00	\$ 5.00	\$ 75.00
99	Abandon and Grout-Fill of Existing Storm Sewer, including plugs, complete in place, the sum of:	C.Y.	8	\$ 200.00	\$ 1,600.00	\$ 340.00	\$ 2,720.00	\$ 250.00	\$ 2,000.00	\$ 2,000.00	\$ 16,000.00
100	Remove, Salvage, and Reinstall Brick Mailbox, complete in place, the sum of:	EA.	1	\$ 250.00	\$ 250.00	\$ 480.00	\$ 480.00	\$ 1,500.00	\$ 1,500.00	\$ 100.00	\$ 100.00
#6 Chuckanut Lane Items Total:				\$9,090.00		\$10,685.00		\$14,515.00		\$29,950.00	
#7 CHUCKANUT LANE ITEMS											
101	24" RCP Storm Sewer, including bedding and backfill, complete in place, the sum of:	L.F.	25	\$ 125.00	\$ 3,125.00	\$ 209.00	\$ 5,225.00	\$ 275.00	\$ 6,875.00	\$ 180.00	\$ 4,500.00
102	Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA.	2	\$ 3,600.00	\$ 7,200.00	\$ 3,480.00	\$ 6,960.00	\$ 4,250.00	\$ 8,500.00	\$ 7,825.00	\$ 15,650.00
103	8" or 12" PVC for Yard Drain Connections, as shown on plan, all depths, complete in place, the sum of:	L.F.	10	\$ 30.00	\$ 300.00	\$ 33.00	\$ 330.00	\$ 75.00	\$ 750.00	\$ 200.00	\$ 2,000.00
104	Proposed Connection to Existing Yard Drain, complete in place, the sum of:	EA.	1	\$ 400.00	\$ 400.00	\$ 330.00	\$ 330.00	\$ 1,500.00	\$ 1,500.00	\$ 250.00	\$ 250.00
105	Trench Safety for All Storm Sewers Greater than 5' Deep, complete in place, the sum of:	L.F.	25	\$ 1.00	\$ 25.00	\$ 3.00	\$ 75.00	\$ 1.00	\$ 25.00	\$ 5.00	\$ 125.00
106	Temporary Asphalt Point Repair, complete in place, the sum of:	S.Y.	10	\$ 35.00	\$ 350.00	\$ 57.00	\$ 570.00	\$ 100.00	\$ 1,000.00	\$ 400.00	\$ 4,000.00
107	Abandon and Grout-Fill of Existing Storm Sewer, including plugs, complete in place, the sum of:	C.Y.	11	\$ 200.00	\$ 2,200.00	\$ 340.00	\$ 3,740.00	\$ 250.00	\$ 2,750.00	\$ 2,000.00	\$ 22,000.00
108	Remove, Salvage, and Reinstall Brick Mailbox, complete in place, the sum of:	EA.	1	\$ 350.00	\$ 350.00	\$ 480.00	\$ 480.00	\$ 1,500.00	\$ 1,500.00	\$ 750.00	\$ 750.00
109	Clearance Prune Tree, complete in place, the sum of:	EA.	3	\$ 500.00	\$ 1,500.00	\$ 370.00	\$ 1,110.00	\$ 500.00	\$ 1,500.00	\$ 200.00	\$ 600.00
110	Install Tree Protection fence (up to 5,000 L.F.), complete in place, the sum of:	L.F.	75	\$ 5.00	\$ 375.00	\$ 8.00	\$ 600.00	\$ 15.00	\$ 1,125.00	\$ 10.00	\$ 750.00
#7 Chuckanut Lane Items Total:				\$15,825.00		\$19,420.00		\$25,525.00		\$50,625.00	
#8 CHUCKANUT LANE ITEMS											
111	Abandon and Grout-Fill Existing Storm Sewer, including plugs, complete in place, the sum of:	C.Y.	3	\$ 200.00	\$ 600.00	\$ 340.00	\$ 1,020.00	\$ 250.00	\$ 750.00	\$ 2,000.00	\$ 6,000.00
112	24" HDPE Storm Sewer, including bedding and backfill, complete in place, the sum of:	L.F.	73	\$ 65.00	\$ 4,745.00	\$ 161.00	\$ 11,753.00	\$ 175.00	\$ 12,775.00	\$ 95.00	\$ 6,935.00
113	24" RCP Storm Sewer, including bedding and backfill, complete in place, the sum of:	L.F.	40	\$ 125.00	\$ 5,000.00	\$ 209.00	\$ 8,360.00	\$ 275.00	\$ 11,000.00	\$ 180.00	\$ 7,200.00
114	8" or 12" PVC for Yard Drain Connections, as shown on plan, all depths, complete in place, the sum of:	L.F.	10	\$ 30.00	\$ 300.00	\$ 33.00	\$ 330.00	\$ 75.00	\$ 750.00	\$ 200.00	\$ 2,000.00
115	Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA.	3	\$ 3,600.00	\$ 10,800.00	\$ 3,480.00	\$ 10,440.00	\$ 4,250.00	\$ 12,750.00	\$ 7,825.00	\$ 23,475.00
116	Proposed Concrete Collar Storm Sewer Connection to Existing Storm Sewer, complete in place, the sum of:	EA.	1	\$ 2,000.00	\$ 2,000.00	\$ 1,029.00	\$ 1,029.00	\$ 5,000.00	\$ 5,000.00	\$ 4,230.00	\$ 4,230.00
117	Proposed Connection to Existing Yard Drain, complete in place, the sum of:	EA.	2	\$ 400.00	\$ 800.00	\$ 325.00	\$ 650.00	\$ 1,500.00	\$ 3,000.00	\$ 250.00	\$ 500.00
118	Temporary Asphalt Point Repair, complete in place, the sum of:	S.Y.	20	\$ 35.00	\$ 700.00	\$ 57.00	\$ 1,140.00	\$ 100.00	\$ 2,000.00	\$ 400.00	\$ 8,000.00
119	Remove, Salvage, and Reinstall Brick Mailbox, complete in place, the sum of:	EA.	1	\$ 350.00	\$ 350.00	\$ 480.00	\$ 480.00	\$ 1,500.00	\$ 1,500.00	\$ 750.00	\$ 750.00
120	Remove and Dispose of Existing Storm Sewer, complete in place, the sum of:	L.F.	5	\$ 30.00	\$ 150.00	\$ 22.00	\$ 110.00	\$ 50.00	\$ 250.00	\$ 40.00	\$ 200.00
121	Trench Safety for All Storm Sewers Greater than 5' Deep, complete in place, the sum of:	L.F.	113	\$ 1.00	\$ 113.00	\$ 3.00	\$ 339.00	\$ 1.00	\$ 113.00	\$ 5.00	\$ 565.00
122	Clearance Prune Tree, complete in place, the sum of:	EA.	2	\$ 500.00	\$ 1,000.00	\$ 370.00	\$ 740.00	\$ 500.00	\$ 1,000.00	\$ 200.00	\$ 400.00
123	Install Tree Protection fence (up to 5,000 L.F.), complete in place, the sum of:	L.F.	281	\$ 5.00	\$ 1,405.00	\$ 8.00	\$ 2,248.00	\$ 15.00	\$ 4,215.00	\$ 10.00	\$ 2,810.00
124	Install Root Pruning Trench, complete in place, the sum of:	L.F.	210	\$ 10.00	\$ 2,100.00	\$ 37.00	\$ 7,770.00	\$ 25.00	\$ 5,250.00	\$ 10.00	\$ 2,100.00
#8 Chuckanut Lane Items Total:				\$30,063.00		\$46,409.00		\$60,353.00		\$65,165.00	
#9 CHUCKANUT LANE ITEMS											
125	Remove and Replace 6" Thick Reinforced Concrete Driveway, including proof rolling, leveling up sand, and full depth saw cut, complete in place, the sum of:	S.Y.	40	\$ 125.00	\$ 5,000.00	\$ 148.00	\$ 5,920.00	\$ 125.00	\$ 5,000.00	\$ 180.00	\$ 7,200.00
126	Temporary Driveways, complete in place, the sum of:	EA.	1	\$ 3,000.00	\$ 3,000.00	\$ 288.00	\$ 288.00	\$ 2,000.00	\$ 2,000.00	\$ 400.00	\$ 400.00
127	Remove and Replace 4" Thick Reinforced Concrete Walkway, complete in place, the sum of:	S.F.	100	\$ 65.00	\$ 6,500.00	\$ 20.00	\$ 2,000.00	\$ 20.00	\$ 2,000.00	\$ 170.00	\$ 17,000.00
128	Remove and Salvage Existing Brick Pavers, coordinate with resident on location to store, complete in place, the sum of:	S.F.	315	\$ 30.00	\$ 9,450.00	\$ 7.00	\$ 2,205.00	\$ 20.00	\$ 6,300.00	\$ 10.00	\$ 3,150.00
129	Remove and Dispose of Existing Concrete Curb, including all associated materials, complete in place, the sum of:	L.F.	100	\$ 25.00	\$ 2,500.00	\$ 11.00	\$ 1,100.00	\$ 10.00	\$ 1,000.00	\$ 5.00	\$ 500.00
130	24" HDPE Storm Sewer, including bedding and backfill, complete in place, the sum of:	L.F.	115	\$ 65.00	\$ 7,475.00	\$ 161.00	\$ 18,515.00	\$ 175.00	\$ 20,125.00	\$ 95.00	\$ 10,925.00
131	8" or 12" PVC for Yard Drain Connections, as shown on plan, all depths, complete in place, the sum of:	L.F.	15	\$ 30.00	\$ 450.00	\$ 33.00	\$ 495.00	\$ 75.00	\$ 1,125.00	\$ 200.00	\$ 3,000.00
132	Proposed Connection to Existing Yard Drain, complete in place, the sum of:	EA.	2	\$ 400.00	\$ 800.00	\$ 325.00	\$ 650.00	\$ 1,500.00	\$ 3,000.00	\$ 250.00	\$ 500.00
133	Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	L.F.	2	\$ 3,600.00	\$ 7,200.00	\$ 3,480.00	\$ 6,960.00	\$ 4,250.00	\$ 8,500.00	\$ 7,825.00	\$ 15,650.00
134	Trench Safety for All Storm Sewers Greater than 5' Deep, complete in place, the sum of:	L.F.	115	\$ 1.00	\$ 115.00	\$ 3.00	\$ 345.00	\$ 1.00	\$ 115.00	\$ 5.00	\$ 575.00
135	Install Long Side Water Service, complete in place, the sum of:	EA.	1	\$ 1,200.00	\$ 1,200.00	\$ 1,700.00	\$ 1,700.00	\$ 4,500.00	\$ 4,500.00	\$ 8,280.00	\$ 8,280.00
136	Remove and Dispose of Existing Storm Sewer, complete in place, the sum of:	L.F.	30	\$ 25.00	\$ 750.00	\$ 22.00	\$ 660.00	\$ 50.00	\$ 1,500.00	\$ 40.00	\$ 1,200.00
137	Remove, Salvage, and Reinstall Metal Post Mailbox, complete in place, the sum of:	EA.	1	\$ 250.00	\$ 250.00	\$ 480.00	\$ 480.00	\$ 1,500.00	\$ 1,500.00	\$ 750.00	\$ 750.00
138	Clearance Prune Tree, complete in place, the sum of:	EA.	1	\$ 500.00	\$ 500.00	\$ 370.00	\$ 370.00	\$ 500.00	\$ 500.00	\$ 200.00	\$ 200.00
139	Install Tree Protection fence (up to 5,000 L.F.), complete in place, the sum of:	L.F.	100	\$ 5.00	\$ 500.00	\$ 8.00	\$ 800.00	\$ 15.00	\$ 1,500.00	\$ 10.00	\$ 1,000.00
140	Install Root Pruning Trench, complete in place, the sum of:	L.F.	76	\$ 10.00	\$ 760.00	\$ 37.00	\$ 2,812.00	\$ 25.00	\$ 1,900.00	\$ 10.00	\$ 760.00
#9 Chuckanut Lane Items Total:				\$46,450.00		\$45,300.00		\$60,565.00		\$71,090.00	

#239 EASEMENT ITEMS											
141	18"x28" RCAP Storm Sewer, including bedding and backfill, complete in place, the sum of:	L.F.	195	\$ 220.00	\$ 42,900.00	\$ 408.00	\$ 79,560.00	\$ 300.00	\$ 58,500.00	\$ 180.00	\$ 35,100.00
142	8" or 12" PVC for Yard Drain Connections, as shown on plan, all depths, complete in place, the sum of:	L.F.	90	\$ 30.00	\$ 2,700.00	\$ 45.00	\$ 4,050.00	\$ 75.00	\$ 6,750.00	\$ 200.00	\$ 18,000.00
143	Proposed Connection to Existing Yard Drain, complete in place, the sum of:	EA.	7	\$ 400.00	\$ 2,800.00	\$ 400.00	\$ 2,800.00	\$ 1,500.00	\$ 10,500.00	\$ 250.00	\$ 1,750.00
144	Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA.	1	\$ 3,600.00	\$ 3,600.00	\$ 3,820.00	\$ 3,820.00	\$ 4,250.00	\$ 4,250.00	\$ 7,825.00	\$ 7,825.00
145	Tie-In Proposed Storm Sewer into Existing Inlet, complete in place, the sum of:	EA.	1	\$ 1,500.00	\$ 1,500.00	\$ 1,020.00	\$ 1,020.00	\$ 3,000.00	\$ 3,000.00	\$ 400.00	\$ 400.00
146	Trench Safety for All Storm Sewers Greater than 5' Deep, complete in place, the sum of:	L.F.	195	\$ 1.00	\$ 195.00	\$ 3.00	\$ 585.00	\$ 1.00	\$ 195.00	\$ 5.00	\$ 975.00
147	Remove tree 0 to 11.99", complete in place, the sum of:	EA.	1	\$ 1,200.00	\$ 1,200.00	\$ 790.00	\$ 790.00	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00
148	Remove tree 12 to 29.99", complete in place, the sum of:	EA.	2	\$ 2,000.00	\$ 4,000.00	\$ 1,520.00	\$ 3,040.00	\$ 2,000.00	\$ 4,000.00	\$ 1,000.00	\$ 2,000.00
149	Install Root Pruning Trench, complete in place, the sum of:	L.F.	90	\$ 10.00	\$ 900.00	\$ 47.00	\$ 4,230.00	\$ 25.00	\$ 2,250.00	\$ 10.00	\$ 900.00
#239 Easement Items Total:				\$59,795.00		\$99,895.00		\$90,445.00		\$67,200.00	
SUPPLEMENTAL ITEMS											
150	Cement Stabilized Sand, complete in place, the sum of:	C.Y.	100	\$ 10.00	\$ 1,000.00	\$ 36.00	\$ 3,600.00	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00
151	Extra Aggregate for pulverized asphalt base, complete in place, the sum of:	C.Y.	100	\$ 10.00	\$ 1,000.00	\$ 33.00	\$ 3,300.00	\$ 50.00	\$ 5,000.00	\$ 40.00	\$ 4,000.00
152	Remove, Salvage and Reinstall Existing Fire Hydrant, complete in place, the sum of:	EA.	1	\$ 10.00	\$ 10.00	\$ 935.00	\$ 935.00	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00
153	6" PVC (C-900) Water Line Adjustment, to include 30 LF of water line, bends, fittings, and two 6" wet connections, complete in place, the sum of:	EA.	1	\$ 10.00	\$ 10.00	\$ 6,200.00	\$ 6,200.00	\$ 6,500.00	\$ 6,500.00	\$ 10,000.00	\$ 10,000.00
154	Install Long Side Water Service, complete in place, the sum of:	EA.	2	\$ 1,200.00	\$ 2,400.00	\$ 1,700.00	\$ 3,400.00	\$ 3,000.00	\$ 6,000.00	\$ 8,280.00	\$ 16,560.00
155	Install Long Side Sewer Service, complete in place, the sum of:	EA.	2	\$ 850.00	\$ 1,700.00	\$ 2,320.00	\$ 4,640.00	\$ 3,000.00	\$ 6,000.00	\$ 9,100.00	\$ 18,200.00
156	Install Short Side Water Service, complete in place, the sum of:	EA.	1	\$ 650.00	\$ 650.00	\$ 890.00	\$ 890.00	\$ 2,000.00	\$ 2,000.00	\$ 4,550.00	\$ 4,550.00
157	Install Short Side Sewer Service, complete in place, the sum of:	EA.	2	\$ 450.00	\$ 900.00	\$ 980.00	\$ 1,960.00	\$ 2,000.00	\$ 4,000.00	\$ 5,550.00	\$ 11,100.00
158	Installation And Removal Of Piezometers, complete in place, the sum of:	EA.	2	\$ 100.00	\$ 200.00	\$ 1,050.00	\$ 2,100.00	\$ 1,000.00	\$ 2,000.00	\$ 2,500.00	\$ 5,000.00
159	Extra Bank Sand, complete in place, the sum of:	C.Y.	100	\$ 5.00	\$ 500.00	\$ 28.00	\$ 2,800.00	\$ 40.00	\$ 4,000.00	\$ 30.00	\$ 3,000.00
160	Extra 1.5 Sack Of Cement Per Cubic Yard Added To The 6" Concrete Driveways (total of 7.0 sack/cubic yard), complete in place, the sum of:	S.Y.	150	\$ 5.00	\$ 750.00	\$ 42.00	\$ 6,300.00	\$ 50.00	\$ 7,500.00	\$ 50.00	\$ 7,500.00
161	Coordinate Support, Adjustment Or Relocation Of Power/Light Poles And/Or Guy Anchors With Owner Of Poles, As Required, complete in place, the sum of:	EA.	2	\$ 300.00	\$ 600.00	\$ 2,500.00	\$ 5,000.00	\$ 10,000.00	\$ 20,000.00	\$ 500.00	\$ 1,000.00
162	Well Pointing For Storm Sewers, complete in place, the sum of:	L.F.	100	\$ 10.00	\$ 1,000.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00	\$ 100.00	\$ 10,000.00
163	Wet Condition Bedding For Storm Sewers, complete in place, the sum of:	L.F.	100	\$ 10.00	\$ 1,000.00	\$ 52.00	\$ 5,200.00	\$ 50.00	\$ 5,000.00	\$ 100.00	\$ 10,000.00
164	Remove and Replace Chain Link Fence, complete in place, the sum of:	L.F.	100	\$ 10.00	\$ 1,000.00	\$ 55.00	\$ 5,500.00	\$ 125.00	\$ 12,500.00	\$ 50.00	\$ 5,000.00
165	Remove and Replace Wood Fence, complete in place, the sum of:	L.F.	100	\$ 10.00	\$ 1,000.00	\$ 40.00	\$ 4,000.00	\$ 100.00	\$ 10,000.00	\$ 50.00	\$ 5,000.00
Supplemental Items Total:				\$13,720.00		\$58,325.00		\$113,000.00		\$120,910.00	
Paving Items Total:				\$397,345.00		\$393,995.00		\$393,275.00		\$659,676.25	
Drainage Items Total:				\$213,245.00		\$296,175.00		\$412,145.00		\$299,430.00	
#1 Chuckanut Lane Items Total:				\$24,675.00		\$28,103.00		\$38,560.00		\$49,720.00	
#2 Chuckanut Lane Items Total:				\$24,705.00		\$35,530.00		\$44,805.00		\$43,925.00	
#2 Easement Items Total:				\$57,530.00		\$83,325.00		\$72,405.00		\$67,325.00	
#4 Chuckanut Lane Items Total:				\$21,925.00		\$31,003.00		\$41,465.00		\$64,770.00	
#5 Chuckanut Lane Items Total:				\$24,225.00		\$29,995.00		\$40,450.00		\$44,275.00	
#6 & #7 Shared Chuckanut Lane Items Total:				\$32,400.00		\$44,250.00		\$53,400.00		\$52,650.00	
#6 Chuckanut Lane Items Total:				\$9,090.00		\$10,685.00		\$14,515.00		\$29,950.00	
#7 Chuckanut Lane Items Total:				\$15,825.00		\$19,420.00		\$25,525.00		\$50,625.00	
#8 Chuckanut Lane Items Total:				\$30,063.00		\$46,409.00		\$60,353.00		\$65,165.00	
#9 Chuckanut Lane Items Total:				\$46,450.00		\$45,300.00		\$60,565.00		\$71,090.00	
#239 Easement Items Total:				\$59,795.00		\$99,895.00		\$90,445.00		\$67,200.00	
Supplemental Items Total:				\$13,720.00		\$58,325.00		\$113,000.00		\$120,910.00	
Total Construction Cost:				\$970,993.00		\$1,222,410.00		\$1,460,908.00		\$1,686,711.25	

Represents Error Corrected by Engineer

SECTION 2



Reference Sheet

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Houston, Texas 77055
Nicholas Mumme – Project Manager
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SECTION 3

DATE: 4/17/25

PROJECT: Chuckanut Drainage & Paving Improvements Project

CONTRACTOR: On Par Civil Services, LLC

TELEPHONE NO.: 713-380-4473

REFERENCE NAME: Cole Caraway, LJA Engineering, Inc.

REFERENCE PROJECT: Water line extension

QUESTIONS

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

ANSWER: “9”

2. Were you satisfied with their performance?

ANSWER: “Yes”

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

ANSWER: “8, due to having unforeseeable problem with the railroad, made it complicated.”

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

ANSWER: “9

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

ANSWER: “Not with anything they could control”

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

ANSWER: “No, due to constrains with railroad coordination which was specific problems within the project.”

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

ANSWER: “Good”

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

ANSWER: “Most likely”

DATE: 4/17/25

PROJECT: Chuckanut Drainage & Paving Improvements Project

CONTRACTOR: On Par Civil Services, LLC

TELEPHONE NO.: 832-249-5207

REFERENCE NAME: Christopher Hazzen, Klein Independent School District

REFERENCE PROJECT: Water line

QUESTIONS

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

ANSWER: “9”

2. Were you satisfied with their performance?

ANSWER: “Overall good contractors”

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

ANSWER: “9”

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

ANSWER: “Difficult but part of the process”

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

ANSWER: “Main issue was regarding utility coordination”

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

ANSWER: “Yes”

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

ANSWER: “9”

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

ANSWER: “For that type of magnitude, yes”

DATE: 4/17/25

PROJECT: Chuckanut Drainage & Paving Improvements Project

CONTRACTOR: On Par Civil Services, LLC

TELEPHONE NO.: 979-680-8840

REFERENCE NAME: Nathaniel Frank, Gessner Engineering, LLC

REFERENCE PROJECT: New school driveway entrance and roadway, including updated stormwater improvements to the detention pond, regrading, and related site work.

QUESTIONS

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

ANSWER: “7-8”

2. Were you satisfied with their performance?

ANSWER: “Unforeseen issues, due to hitting gas lines, etc. made it messy”

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

ANSWER: “8”

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

ANSWER: “Didn’t involve much of neighbors, due to been internal changes made in the school. No issues, quiet in this regard”

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

ANSWER: “Maybe before a change order was officially approved, them performing the work. But as said, it was a messy project with many changes.”

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

ANSWER: “Due to problem, it had to be extended”

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

ANSWER: “Good other than change order, I would make it clear in the beginning”

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

ANSWER: “I would say yes if I were only looking at this project performance”

DATE: 4/17/25

PROJECT: Chuckanut Drainage & Paving Improvements Project

CONTRACTOR: On Par Civil Services, LLC

TELEPHONE NO.: 713-485-8094

REFERENCE NAME: Nicholas Mumme, Cobb Fendley & Associates

REFERENCE PROJECT: Utility improvements including approximately 3,000 LF of 12-inch sanitary sewer, along with other related utilities. This is an On-Going project.

QUESTIONS

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

ANSWER: “9, good communication with neighbors”

2. Were you satisfied with their performance?

ANSWER: “Yes, but submittals, maybe hard to deal with that”

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

ANSWER: “9”

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

ANSWER: “10, they have also done work in Hunters Creek and did a fantastic job”

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

ANSWER: “As of now, no problems”

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

ANSWER: “We are on schedule”

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

ANSWER: “9-10”

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

ANSWER: “Yes, we have done many projects with them”

DATE: 4/17/25

PROJECT: Chuckanut Drainage & Paving Improvements Project

CONTRACTOR: Three C Paving

TELEPHONE NO.: 713-534-5949

REFERENCE NAME: Brian Asp, Durwood Greene

REFERENCE PROJECT: Three C performs the work for about 10 projects of various sizes.

QUESTIONS

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

ANSWER: "10"

2. Were you satisfied with their performance?

ANSWER: "Yes, absolutely good. 10 last projects with no problem"

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

ANSWER: "Very good"

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

ANSWER: "8"

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

ANSWER: "No"

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

ANSWER: "Yes"

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

ANSWER: "10, very professional. On Par usually is the one dealing directly with the neighbors"

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

ANSWER: "Yes, absolutely"

DATE: 4/18/25

PROJECT: Chuckanut Drainage & Paving Improvements Project

CONTRACTOR: Three C Paving

TELEPHONE NO.: 713-453-7325

REFERENCE NAME: Brian and Laura, Sealmasters of Houston

REFERENCE PROJECT: Many projects, different scales.

QUESTIONS

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

ANSWER: “9”

2. Were you satisfied with their performance?

ANSWER: “Very much”

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

ANSWER: “9”

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

ANSWER: “8-9”

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

ANSWER: “Never had any problems, they are very professional”

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

ANSWER: “Yes”

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

ANSWER: “9”

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

ANSWER: “Yes, we have worked in many projects together”

Council Agenda Item Cover Memo

4/28/2025
Date of Meeting

To: Mayor and City Council

Agenda Item:

Discuss and take possible action on Shadow Way Drainage Improvements Project.

SUMMARY/BACKGROUND (WHY): Council has expressed interest in improving the drainage on Shadow Way, specifically along Shadow Way Court to address the concerns expressed by residents in recent months. HDR has identified several options for the installation of a drainage system that will tie into the North Piney Point Greenbay System. Attached is an exhibit and corresponding cost estimate for discussion and possible action. Also attached is the tree assessment requested by Council from CN Koehl, with an exhibit prepared by HDR for clarity. HDR is requesting direction from Council on how they would like to move forward.

STAFF RECOMMENDATION: _____

ESTIMATED COST: TBD _____ **FUNDING SOURCE:** _____

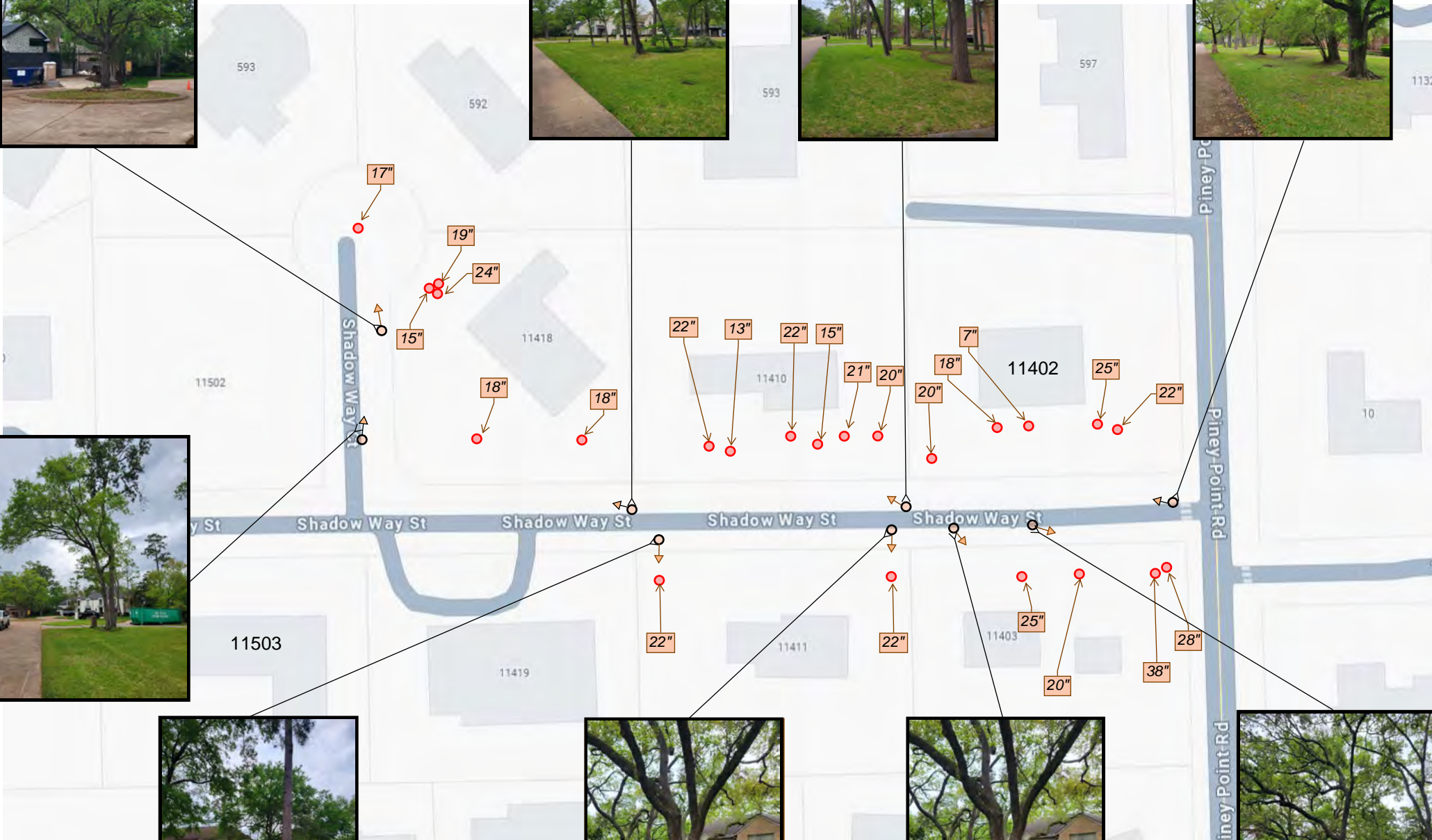
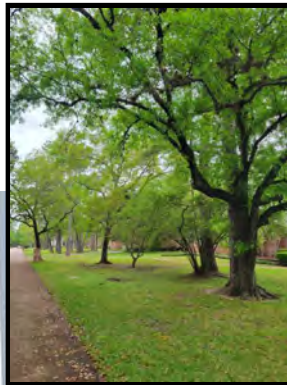
CURRENT BUDGETED ITEM: YES _ NO __ **EMERGENCY REQUEST:** YES ___ NO X___

PREPARED BY: John Peterson/Grace Moylan

ATTACHMENTS: Yes



● Tree to be Removed
◀○ POV of Picture



**Shadow Way St. Shadow Way Ct. Storm
Preliminary Tree Impact Assessment**

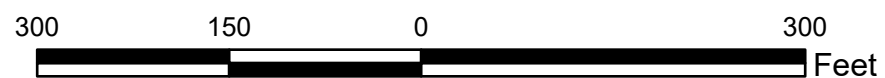
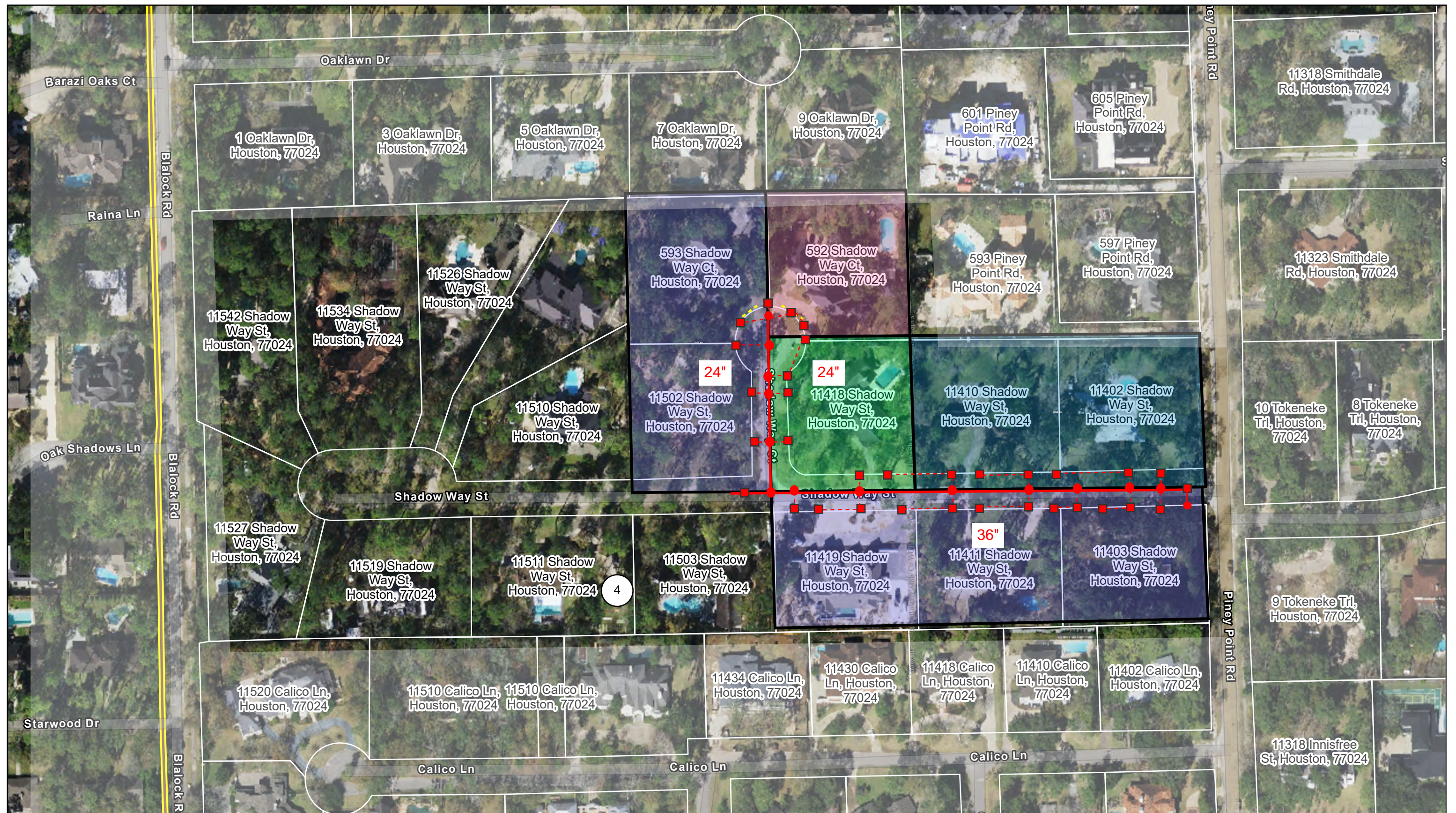
March 21, 2025

Location/Address	Tree Description	Condition/Comments	Anticipated Impact Level	Anticipated Tree Treatment
11402 Shadow Way	29" Cottonwood	Fair to good condition	Minor Impact	Root prune for storm
	17" Pine	Fair to good condition	Moderate Impact	Root prune for storm
	22" Water Oak	Growing against base of Pine, Fair condition	Major Impact	Remove tree
	25" Pine	Fair to good condition	Major Impact	Remove tree
	29" Pine	Fair to good condition	Moderate Impact	Root prune for storm
	7" Persimmon	Suppressed, Fair condition	Major Impact	Remove tree
	18" Water oak	Fair to good condition	Major Impact	Remove tree
	20" Tallow	Not desirable species	Major Impact	Remove tree
11410 Shadow Way	20" Pine	Fair to good condition	Major Impact	Remove tree
	21" Pine	Fair to good condition	Major Impact	Remove tree
	17" Water Oak	Fair to good condition	Minor Impact	Root prune for storm
	15" Water oak	Hypoxylon, Dead	Major Impact	Remove tree
	22" Pine	Dead	Major Impact	Remove tree
	19" Pine	Fair to good condition	Minor Impact	Root prune for storm
	13" Pine	Fair to good condition	Major Impact	Remove tree
	22" Pine	Fair to good condition	Major Impact	Remove tree
	21" Pine	Fair to good condition	Moderate Impact	Root prune for storm
	24" Pine	Fair to good condition	Moderate Impact	Root prune for storm
	24" Pine	Fair to good condition	Moderate Impact	Root prune for storm
	20" Pine	Fair to good condition	Moderate Impact	Root prune for storm
	14" Pine	80% dead, Poor condition	Minor Impact	
11418 Shadow Way	18" Pine	Cankers, Poor condition	Major Impact	Remove tree
	23" Pine	Fair to good condition	Moderate Impact	Root prune for storm
	9" Water Oak	Fair to good condition	Moderate Impact	Root prune for storm
	23" Water Oak	Fair to good condition	Minor Impact	Root prune for storm
	18" Water oak	Leaning, Fair condition	Major Impact	Remove tree
	23" Pine	Leaning, Fair condition	Minor Impact	Root prune for storm
	11" Water Oak	40% dieback, Leaning, Fair	Minor Impact	Root prune for storm
Shadow Way Ct side	12" Water Oak	Trunk cavity, 30% dieback, Fair to poor condition	Minor Impact	Clearance prune, Root prune
	19" Water Oak	Trunk cavity, Fair to poor condition	Major Impact	Remove tree
	24" Pine	Leaning, Fair condition	Major Impact	Remove tree
	15" Pine	Fair to good condition	Minor Impact	Root prune for storm
592 Shadow Way Ct	No trees impacted			
Shadow Way Ct Median	17" Live Oak	Good condition	Major impact if storm in median, Minor impact if in street or in ROW on either side	Remove tree if storm in median
593 Shadow Way Ct	19" Crepe Myrtle	Good condition	Minor Impact	Clearance prune, Root prune

**Shadow Way St. Shadow Way Ct. Storm
Preliminary Tree Impact Assessment**

March 21, 2025

11502 Shadow Way - Shadow Way Ct side	15" Water oak	Fair to poor, Impacts from new home construction	Minor Impact	
	17" Post Oak	Fair to poor, Impacts from new home construction, 30% dieback	Minor Impact	
11419 Shadow Way	5" Live Oak	New, Fair condition	Minor Impact	
	5" Live Oak	New, Fair condition	Minor Impact	
	4" Olive	New, Fair condition	Minor Impact	
	4" Olive	New, Poor condition, Trunk wounds	Minor Impact	
11411 Shadow Way	22" Pine	Fair to good condition	Major impact	Remove tree
	23" Pine	Fair to good condition	Minor Impact	
	14" Pine	Fair to good condition	Moderate Impact	Root prune for storm
	15" Pine	Fair to good condition	Minor Impact	Root prune for storm
	22" Pine	Fair to good condition	Major Impact	Remove tree
	15" Magnolia	Leaning, Fair condition	Moderate Impact	Clearance prune, Root prune
11403 Shadow Way	31" Water Oak	Fair to good condition	Moderate Impact	Root prune for storm
	25" Live Oak	Good condition	Major impact	Remove tree
	19" Live Oak	Fair to good condition	Minor Impact	Root prune for storm
	22" Live Oak	Fair to good condition	Minor Impact	Root prune for storm
	16" Live Oak	Fair to good condition	Minor Impact	Root prune for storm
	21" Live Oak	Good condition	Moderate Impact	Root prune for storm
	20" Live Oak	Good condition	Major impact	Remove tree
	38" Live Oak	Good condition	Major impact	Remove tree
	28" Live Oak	Good condition	Major impact	Remove tree



**Shadow Way St.
& Shadow Way Ct.**

N



Option 1

City of Piney Point Village				
Opinion of Probable Construction Costs for Shadow Way Street Drainage Improvements				
Item	Unit	Quantity	Unit Cost	Cost
General Items				
Traffic Control	LS	1	\$30,000.00	\$30,000.00
Storm Water Pollution Prevention Plan	LS	1	\$15,000.00	\$15,000.00
General Items Total				\$45,000.00
Storm Items				
Remove existing storm sewer, complete in place, the sum of:	LF	2020	\$35.00	\$70,700.00
24" RCP storm sewer all depths (open cut), including bedding and backfill, complete in place, the sum of:	LF	650	\$185.00	\$120,250.00
30" RCP storm sewer all depths (open cut), including bedding and backfill, complete in place, the sum of:	LF	120	\$250.00	\$30,000.00
36" RCP storm sewer all depths (open cut), including bedding and backfill, complete in place, the sum of:	LF	1260	\$300.00	\$378,000.00
Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA	60	\$5,000.00	\$300,000.00
5' Diameter Precast Storm Sewer Manhole, complete in place, the sum of:	EA	25	\$6,500.00	\$162,500.00
Storm Items Total				\$1,061,450.00
Paving Items				
Remove and replace 6" thick reinforced concrete driveway, including proof rolling, level up sand, and full depth saw cut, complete in place, the sum of:	SY	910	\$125.00	\$113,750.00
Concrete paving point repair, complete in place, the sum of:	SY	400	\$195.00	\$78,000.00
Paving Items Total				\$191,750.00
Total Cost				\$1,298,200.00
30% Contingency				\$389,460.00
Total Opinion of Probable Construction Costs				\$1,687,700.00

Option 2

City of Piney Point Village				
Opinion of Probable Construction Costs for Shadow Way Street Paving & Drainage Improvements				
Item	Unit	Quantity	Unit Cost	Cost
General Items				
Traffic Control	LS	1	\$30,000.00	\$30,000.00
Storm Water Pollution Prevention Plan	LS	1	\$15,000.00	\$15,000.00
General Items Total				\$45,000.00
Storm Items				
Abandon and Grout-Fill of Existing Storm Sewer, including plugs, complete in place, the sum of:	LF	2020	\$200.00	\$404,000.00
24" RCP storm sewer all depths (open cut), including bedding and backfill, complete in place, the sum of:	LF	650	\$185.00	\$120,250.00
30" RCP storm sewer all depths (open cut), including bedding and backfill, complete in place, the sum of:	LF	120	\$250.00	\$30,000.00
36" RCP storm sewer all depths (open cut), including bedding and backfill, complete in place, the sum of:	LF	1260	\$300.00	\$378,000.00
Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA	60	\$5,000.00	\$300,000.00
5' Diameter Precast Storm Sewer Manhole, complete in place, the sum of:	EA	25	\$6,500.00	\$162,500.00
Storm Items Total				\$1,394,750.00
Paving Items				
Remove and dispose of existing concrete pavement and base material, complete in place, the sum of:	SY	2460	\$14.00	\$34,440.00
7.5" reinforced concrete pavement, complete in place, the sum of:	SY	2460	\$100.00	\$246,000.00
6" lime stabilized subgrade (7%), complete in place, the sum of:	SY	2900	\$13.00	\$37,700.00
Lime for treating pavement subgrade, complete in place, the sum of:	TON	7	\$315.00	\$2,205.00
Remove and replace 6" thick reinforced concrete driveway, including proof rolling, level up sand, and full depth saw cut, complete in place, the sum of:	SY	910	\$125.00	\$113,750.00
Paving Items Total				\$434,095.00
Total Cost				\$1,873,845.00
30% Contingency				\$562,153.50
Total Opinion of Probable Construction Costs				\$2,436,000.00

Option 3

City of Piney Point Village				
Opinion of Probable Construction Costs for Shadow Way Street Paving & Drainage Improvements				
Item	Unit	Quantity	Unit Cost	Cost
General Items				
Traffic Control	LS	1	\$30,000.00	\$30,000.00
Storm Water Pollution Prevention Plan	LS	1	\$15,000.00	\$15,000.00
General Items Total				\$45,000.00
Storm Items				
Abandon and Grout-Fill of Existing Storm Sewer, including plugs, complete in place, the sum of:	LF	2020	\$200.00	\$404,000.00
24" RCP storm sewer all depths (open cut), including bedding and backfill, complete in place, the sum of:	LF	650	\$185.00	\$120,250.00
30" RCP storm sewer all depths (open cut), including bedding and backfill, complete in place, the sum of:	LF	120	\$250.00	\$30,000.00
36" RCP storm sewer all depths (open cut), including bedding and backfill, complete in place, the sum of:	LF	1260	\$300.00	\$378,000.00
Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA	60	\$5,000.00	\$300,000.00
5' Diameter Precast Storm Sewer Manhole, complete in place, the sum of:	EA	25	\$6,500.00	\$162,500.00
Storm Items Total				\$1,394,750.00
Paving Items				
Remove and dispose of existing concrete pavement and base material, complete in place, the sum of:	SY	4600	\$14.00	\$64,400.00
7.5" reinforced concrete pavement, complete in place, the sum of:	SY	4600	\$100.00	\$460,000.00
6" lime stabilized subgrade (7%), complete in place, the sum of:	SY	5370	\$13.00	\$69,810.00
Lime for treating pavement subgrade, complete in place, the sum of:	TON	12	\$315.00	\$3,780.00
Remove and replace 6" thick reinforced concrete driveway, including proof rolling, level up sand, and full depth saw cut, complete in place, the sum of:	SY	910	\$125.00	\$113,750.00
Paving Items Total				\$711,740.00
Total Cost				\$2,151,490.00
30% Contingency				\$645,447.00
Total Opinion of Probable Construction Costs				\$2,797,000.00

Council Agenda Item Cover Memo

4/28/2025
Date of Meeting

To: Mayor and City Council

Agenda Item:

Discuss and take possible action on 5 Oaklawn Ditch Improvements

SUMMARY/BACKGROUND (WHY): Action is requested to review and approve the bid results for the 5 Oaklawn Ditch Improvements. HDR recommends that Council approves the bid from Infrastructure Construction Services for the total amount of \$4,100.00.

STAFF RECOMMENDATION: _____

ESTIMATED COST: \$4,100.00

FUNDING SOURCE: _____

CURRENT BUDGETED ITEM: YES _ NO _ **EMERGENCY REQUEST:** YES __ NO __

PREPARED BY: John Peterson/Grace Moylan

ATTACHMENTS: Yes



Date of Proposal: 4-22-2025
Proposal To: CITY OF PINEY POINT (the "Customer")
Serving: 5 OAKLAWN DITCH GRADING (the "Site")

Acceptance: The Customer may accept this Proposal either by A) signing where indicated or B) asking Infrastructure Construction Services (the "Company" herein) to begin work in writing. In the event of either form of acceptance, this Proposal shall become the contract between the Customer and the Company (the "Agreement" herein). This Proposal is valid for one hundred and twenty (120) days following the Date of Proposal listed above, but may, at the Company's sole option, be withdrawn or revised at any time prior to acceptance by the Customer.

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

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

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	MOBILIZATION & INSURANCE	1	EA	\$ 850.00	\$ 850.00
2	BACKFILL SWALE LOW SPOTS WITH GRADE SAND	2	LD	\$ 950.00	\$ 1,900.00
3	SOLID SOD ZOYSIA FLOATED TO FLOW LINE	150	SY	\$ 9.00	\$ 1,350.00
				Total	\$ 4,100.00

***** CONSTRUCTION STAKING TO BE PROVIDED BY OWNER**

Excludes: BONDS, LABORATORY TESTING, SURVEY, UTILITY RELOCATES, SALES TAX (IF PROJECT IS TAX EXEMPT, CERTIFICATE MUST BE PROVIDED BEFORE START OF PROJECT)

Standard Traffic Control includes installation, maintenance and removal of barrels, delineators, work ahead and lane closed ahead signs. Electronic message boards, detour and custom signs are not included.

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

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



Changes: This is a unit price contract and includes only items for which the Company and the Customer have agreed on the Work described in the agreed line items. No claim shall be made against the Company for any variance between estimated quantities and the quantities actually requested or performed under the Agreement. The parties anticipate that the actual Work will involve performance of quantities that may differ from the estimated quantities, and as part of this Agreement, the Customer will pay for actual quantities performed and invoiced. Work for which there is no line item is not in the Scope of the Agreement, and will be added to this Agreement only if the Company and the Customer agree in writing on the scope and price of that additional work and the Customer indicates its agreement by signature or other express agreement.

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

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

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

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

Invoicing: The Company will invoice by the last day of each month for services performed during that month, based on actual quantities of the Work performed.

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



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

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

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

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

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

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

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

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

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

MUTUAL INDEMNITY: THE COMPANY AND THE CUSTOMER AGREE THAT EACH WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES,



CAUSES OF ACTION, SUITS, AND LIABILITIES, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, OF EVERY KIND OR CHARACTER ("CLAIMS"), TO THE EXTENT THAT SUCH CLAIMS ARISE FROM DAMAGES CAUSED BY A) THE INDEMNIFYING PARTY, B) ANY OF THE INDEMNIFYING PARTY'S EMPLOYEES, REPRESENTATIVES, DESIGNERS, SUBCONTRACTORS, AND/OR SUPPLIERS AT ANY TIER, AND/OR C) ANY OTHER PARTY FOR WHOM THE INDEMNIFYING PARTY IS RESPONSIBLE.

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

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

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

APPROVED AS TO FORM AND SUBSTANCE:

<hr/>	<hr/>
("Customer")	Infrastructure Construction Services ("Company")
<hr/>	<hr/>
Signature of the Customer Representative	Signature of the Company Representative
<hr/>	<hr/>
Printed Name of the Customer Representative	Printed Name of the Company Representative
<hr/>	<hr/>
Title of the Customer Representative	Title of the Company Representative
<hr/>	<hr/>
Date	Date



Experts Underground Solutions, L.L.C.

3623 Broad Street. * Houston, Texas 77087 * Ph. 832 983-5987 *

April 21, 2025

City of Piney Point Village

Att. Ms. Gracie Moylan

4828 Loop Central Drive, Suite 700

Houston, TX 77081-2220

RE: City of Piney Point Village – 5 Oaklawn – Ditch Rehab to Provide Positive Drainage

Dear Ms. Moylan,

Experts US, LLC is pleased to provide a proposal for performing the **“Ditch Clearing and filling low Spots to provide positive flow”**. We performed a site visit on 4/18/2025. The following is a breakdown of costs.

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED
1	Mobilization	LS	1	\$1,350.00	\$1,350.00
2	Ditch Rehab, this includes Cutting overgrown Sod, fill in low spots and all work necessary to provide positive drainage.	LF	230	\$18.00	\$4,140.00
3	Survey Elevation	LS	1	500.00	\$500.00
				Total	\$5,990.00

This price includes Mobilization, Labor, Equipment, Minor Traffic Control, and Supervision.

This price does **NOT** include...

- Sod Replacement
- Ditch Regrading
- Landscaping Replacement

I appreciate the opportunity to provide this proposal. We are looking forward to working with you.

Sincerely,

Yonin Villares

Yonin Villares

Managing Director,

Experts US, LLC

Phone: (832) 983-5987

Email: yvillares@expertsusllc.com

Accepted By: _____

Date: _____

Title: _____

From: Eddie Breedlove <onparestimating@gmail.com>
Sent: Tuesday, April 22, 2025 2:47 PM
To: Moylan, Gracie
Cc: Peterson, John
Subject: Re: City of Piney Point Village: Ditch Quote Request

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

Hi Gracie,

We can do the regrade for \$12,000.00.
Hope this helps.

Eddie G Breedlove
Project Manager/Estimator
On Par Civil Services, LLC
onparestimating@gmail.com
281-389-3838
1220 Blalock Rd., Suite 300
Houston Texas 77055

On Tue, Apr 22, 2025 at 1:48 PM Moylan, Gracie <Gracie.Moylan@hdrinc.com> wrote:

Thanks Eddie. We appreciate it. Let us know if you have any questions.

Gracie Moylan

Civil EIT
D 713.576.3620
Gracie.Moylan@hdrinc.com

From: Eddie Breedlove <onparestimating@gmail.com>
Sent: Monday, April 21, 2025 2:33 PM
To: Moylan, Gracie <Gracie.Moylan@hdrinc.com>
Cc: Peterson, John <john.peterson@hdrinc.com>
Subject: Re: City of Piney Point Village: Ditch Quote Request

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

Council Agenda Item Cover Memo

4/28/2025
Date of Meeting

To: Mayor and City Council

Agenda Item:

Discuss and take possible action on the Ditch Debris Removal Project

SUMMARY/BACKGROUND (WHY):) Action is requested to review and approve the bid results for the Ditch Debris Removal Project. HDR recommends that Council approves the bid from Lone Star Tree Removal Services for the total amount of \$27,100.00. Please see attached for the accompanying references.

STAFF RECOMMENDATION: _____

ESTIMATED COST: \$27,100.00

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

PREPARED BY: John Peterson/Grace Moylan

ATTACHMENTS: Yes

Lone Star Tree Service	
Quail Creek Ditch	\$8,500.00
Quail Creek Ditch	\$2,800.00
Woods Edge Ditch	\$11,000.00
Woods Edge Ditch Tree	\$4,800.00
Total Quote:	\$27,100.00

Proposal and Acceptance

Office (281) 351-5006 Fax (281) 351-6506

E-mail:olveratrees@att.net

www.olveralonestartrees.com

P.O. BOX 138 TOMBALL TX 77375

Name / Address	<div style="border: 1px dashed red; padding: 5px;">Estimate valid for 90 days only.</div>		
City of Piney Point Village 7660 Woodway, Suite 460 Houston, Texas 77063	Job Location	Date	Estimate #
		3/19/2025	1944
<i>We hereby submit specifications and estimates for:</i>			
Item	Description	Subtotal	
Address	Quail Creek Ditch	0.00	
Clean up.	Clean up and haul off debris (remove debris, broken branches, overgrown bushes, etc per site map and meeting)	8,500.00	
		Sales Tax (8.25%)	\$0.00
We Propose hereby to furnish - complete in accordance with above specifications, for the sum of:		Total	\$8,500.00
Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified . Payment will made as depending on terms established. Any alterations from the above specifications involving extra work will became an extra charge above the estimate. Contactor shall not be liable for any delay to circumstances beyond its control. Date of Acceptance: / / <div style="text-align: right;">Signature:_____</div>			

Signature: _____



Proposal and Acceptance

Office (281) 351-5006 Fax (281) 351-6506
 E-mail: olveratrees@att.net
 www.olveralonestartrees.com
 P.O. BOX 138 TOMBALL TX 77375

Name / Address		Estimate valid for 90 days only.	
City of Piney Point Village 7660 Woodway, Suite 460 Houston, Texas 77063			
		Job Location	Date
			3/19/2025
		Estimate #	
		1941	

We hereby submit specifications and estimates for:

Item	Description	Subtotal
Address	Woods Edge Ditch	0.00
Description	Recommend the following:	0.00T
Tree Removal	Remove 2 large dead pine trees north of Wickwood bridge	0.00T
Tree Removal	Remove large sycamore with rotten roots leaning towards street	0.00T
Tree Removal	Remove 1 dead ash south of Wickwood bridge	0.00T
Clean up.	Clean up work area and haul off debris	0.00T
Total		4,800.00
Sales Tax (8.25%)		\$0.00

We Propose hereby to furnish - complete in accordance with above specifications, for the sum of:	Total \$4,800.00
--	-------------------------

Acceptance of Proposal:
 The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified . Payment will made as depending on terms established. Any alterations from the above specifications involving extra work will became an extra charge above the estimate. Contactor shall not be liable for any delay to circumstances beyond its control.
 Date of Acceptance: / / Signature: _____

Proposal and Acceptance

Office(281)351-5006 Fax (281)351-6506

E-mail:olveratrees@att.net

www.olveralonestartrees.com

P.O. BOX 138 TOMBALL TX 77375

Name / Address		Estimate valid for 90 days only.	
City of Piney Point Village 7660 Woodway, Suite 460 Houston, Texas 77063			
		Job Location	Date
			3/19/2025
		Estimate # 1942	
We hereby submit specifications and estimates for:			
Item	Description	Subtotal	
Address	Quail Creek Ditch	0.00	
Description	Recommend the following:	0.00T	
Tree Removal	Remove 2 large dead oak trees leaning towards property fences	0.00T	
Clean up.	Clean up work area and haul off debris	2,800.00	
		Sales Tax (8.25%)	\$0.00
We Propose hereby to furnish - complete in accordance with above specifications, for the sum of:			Total \$2,800.00
Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified . Payment will made as depending on terms established. Any alterations from the above specifications involving extra work will became an extra charge above the estimate. Contactor shall not be liable for any delay to circumstances beyond its control. Date of Acceptance: / / Signature:_____			



Experts Underground Solutions, L.L.C.

3623 Broad Street. * Houston, Texas 77087 * Ph. 832 983-5987 *

March 31, 2025

City of Piney Point Village

Att. Ms. Gracie Moylan

4828 Loop Central Drive, Suite 700

Houston, TX 77081-2220

RE: City of Piney Point Village – Quail Creek and Woods Edge Creek - Ditch Clearing

Dear Ms. Moylan,

Experts US, LLC is pleased to provide a proposal for performing the “**Ditch Clearing for both Quail Creek and Woods Edge Creek**”. We performed a site visit on 3/27/2025. The following is a breakdown of costs.

Quail Creek – Ditch Clearing

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED
1	Mobilization	LS	1	\$1,900.00	\$1,900.00
2	Ditch Clearing from debris, vines, brush, etc.	LF	950	\$13.00	\$12,350.00
3	Clear and dispose of fallen trees that are obstructing the area of the ditch.	LS	1	\$9,800.00	\$9,800.00
					\$24,050.00

Woods Edge Creek – Ditch Clearing

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED
1	Mobilization	LS	1	\$1,900.00	\$1,900.00
2	Ditch Clearing from debris, vines, brush, etc.	LF	970	\$13.00	\$12,610.00
3	Clear and dispose of fallen trees that are obstructing the area of the ditch.	LS	1	\$9,800.00	\$9,800.00
					\$24,310.00

Grand Total \$48,360.00

This price includes Mobilization, Labor, Equipment, Minor Traffic Control, Restoration, and Supervision.

This price does **NOT** include...

- Cutting Down Trees
- Ditch Regrading
- Landscaping Replacement

I appreciate the opportunity to provide this proposal. We are looking forward to working with you.

Sincerely,

Yonin Villares

Yonin Villares

Managing Director

Experts US, LLC

Phone: (832) 983-5987

Email: yvillares@expertsusllc.com

Accepted By: _____

Date: _____

Title: _____

From: Rogelio Munoz <bidonpar@gmail.com>
Sent: Wednesday, April 16, 2025 2:27 PM
To: Moylan, Gracie
Cc: Eddie Breedlove
Subject: Re: City of Piney Point Village: Ditch Clearing Quote Request

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

Gracie,

Due to area's behind residents and distance from any main acces we will have to do this all by hand/labor. Equipment will not enter or equipment entering from a residents property would damage yards.

Pricing would be \$5,500 per section, 19 sections, total \$104,500

Please, let me know if you need a formal quote

On Wed, Apr 16, 2025 at 1:19 PM Eddie Breedlove <onparestimating@gmail.com> wrote:
C a n you put something simple together for me to her.

Eddie G Breedlove
Project Manager/Estimator
On Par Civil Services, LLC
onparestimating@gmail.com
281-389-3838
1220 Blalock Rd., Suite 300
Houston Texas 77055

----- Forwarded message -----

From: **Moylan, Gracie** <Gracie.Moylan@hdrinc.com>
Date: Tue, Apr 8, 2025, 2:01 PM
Subject: City of Piney Point Village: Ditch Clearing Quote Request
To: Eddie Breedlove <onparestimating@gmail.com>
Cc: Peterson, John <john.peterson@hdrinc.com>

Eddie,

As we briefly discussed at our last site visit/meeting, the City of Piney Point Village is currently evaluating the need to clean two ditches/ravines – Quail Creek Ditch and Woods



Experts Underground Solutions, L.L.C.

3623 Broad Street. * Houston, Texas 77087 * Ph. 832 983-5987 *

April 21, 2025

City of Piney Point Village

Att. Ms. Gracie Moylan

4828 Loop Central Drive, Suite 700

Houston, TX 77081-2220

RE: City of Piney Point Village – 5 Oaklawn – Ditch Rehab to Provide Positive Drainage

Dear Ms. Moylan,

Experts US, LLC is pleased to provide a proposal for performing the **“Ditch Clearing and filling low Spots to provide positive flow”**. We performed a site visit on 4/18/2025. The following is a breakdown of costs.

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED
1	Mobilization	LS	1	\$1,350.00	\$1,350.00
2	Ditch Rehab, this includes Cutting overgrown Sod, fill in low spots and all work necessary to provide positive drainage.	LF	230	\$18.00	\$4,140.00
3	Survey Elevation	LS	1	500.00	\$500.00
				Total	\$5,990.00

This price includes Mobilization, Labor, Equipment, Minor Traffic Control, and Supervision.

This price does **NOT** include...

- Sod Replacement
- Ditch Regrading
- Landscaping Replacement

I appreciate the opportunity to provide this proposal. We are looking forward to working with you.

Sincerely,

Yonin Villares

Yonin Villares

Managing Director,

Experts US, LLC

Phone: (832) 983-5987

Email: yvillares@expertsusllc.com

Accepted By: _____

Date: _____

Title: _____



CITY OF PINEY POINT VILLAGE, TEXAS

APRIL 22, 2025

HDR Project No. 10420849



HDR ENGINEERING, INC.
4828 LOOP CENTRAL DRIVE, SUITE 700
HOUSTON, TEXAS 77081 (713) 622-9264

Contact #1:

City of Tomball

Eric Gaines

832-922-9510

Contact #4:

Magnolia ISD

Dewayne Lucius

281-725-4094

Contact #2:

Tomball ISD

Mark Schwebach

832-289-2900

Contact #5:

Reytec Construction Resources

Maher Matta

713-501-3771

Contact #3:

Glenco Landscaping

Adam

936-436-2207

Contact #6:

Spectrum Association Management

Jessica Brown

281-343-9178



P.O. BOX 138 Tomball, TX 77375

O: 281-351-5006 F: 281-351-6506

IN CASE OF EMERGENCY CALL NINO: 713-385-4312

WWW.OLVERALONESTARTREES.COM

DATE: 4/22/25

PROJECT: PPV Ditch Inspection

CONTRACTOR: Olvera Lone Star Tree Service

TELEPHONE NO.: 832-922-9510

REFERENCE NAME: Eric Gaines

REFERENCE PROJECT: Hurricane Barry, many other projects

QUESTIONS

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

ANSWER: "10"

2. Were you satisfied with their performance?

ANSWER: "Very professional and attentive to detail"

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

ANSWER: "10"

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

ANSWER: "Great, even replacing fences when needed"

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

ANSWER: "Not so far! And it's been many years"

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

ANSWER: "Yes"

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

ANSWER: "10"

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

ANSWER: "Of course!"

DATE: 4/22/25

PROJECT: PPV Ditch Inspection

CONTRACTOR: Olvera Lone Star Tree Service

TELEPHONE NO.: 936-436-2207

REFERENCE NAME: Adam

REFERENCE PROJECT: Residential work

QUESTIONS

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

ANSWER: "10"

2. Were you satisfied with their performance?

ANSWER: "Yes, they are very responsive"

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

ANSWER: "10"

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

ANSWER: "10, very detailed"

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

ANSWER: "Nothing that they could control (weather, etc.)"

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

ANSWER: "Yes"

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

ANSWER: "10"

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

ANSWER: "Yes"

DATE: 4/22/25

PROJECT: PPV Ditch Inspection

CONTRACTOR: Olvera Lone Star Tree Service

TELEPHONE NO.: 713-501-3771

REFERENCE NAME: Maher Matta

REFERENCE PROJECT: Clearing and rubbing, anything related trees

QUESTIONS

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

ANSWER: "10"

2. Were you satisfied with their performance?

ANSWER: "Very much"

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

ANSWER: "10"

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

ANSWER: "10, always through me and I haven't heard anything bad"

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

ANSWER: "No"

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

ANSWER: "Yes"

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

ANSWER: "10"

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

ANSWER: "Absolutely"

DATE: 4/22/25

PROJECT: PPV Ditch Inspection

CONTRACTOR: Olvera Lone Star Tree Service

TELEPHONE NO.: 281-343-9178

REFERENCE NAME: Jessica Brown

REFERENCE PROJECT: Private Homes

QUESTIONS

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

ANSWER: "10"

2. Were you satisfied with their performance?

ANSWER: "Yes"

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

ANSWER: "10"

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

ANSWER: "10"

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

ANSWER: "No"

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

ANSWER: "Yes"

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

ANSWER: "Yes"

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

ANSWER: "Yes"

Council Agenda Item Cover Memo

4/28/2025
Date of Meeting

To: Mayor and City Council

Agenda Item:

Discuss and take possible action on the Engineering Report

SUMMARY/BACKGROUND (WHY): Please see attached for April's Engineering Report.

STAFF RECOMMENDATION: _____

ESTIMATED COST: NA

FUNDING SOURCE: _____

CURRENT BUDGETED ITEM: YES _ NO _ **EMERGENCY REQUEST:** YES __ NO __

PREPARED BY: John Peterson/Grace Moylan

ATTACHMENTS: Yes



Engineer's Status Report

City of Piney Point Village

HDR Engineering, Inc.

City Council Meeting Date: April 28, 2025

Submit to City: April 23, 2025

CURRENT PROJECTS:

1. Action Item: Chuckanut Drainage & Paving Improvements

- Bids for this project were received and opened on April 16, 2025, with a low bid from OnPar Civil Services. A resident meeting was held at City Hall on April 21, 2025, to provide an opportunity for residents to address any questions or concerns regarding the bid results. All residents were requested to submit their cost contributions to the City by April 28, 2025, to avoid any potential delays to the construction schedule.
- Action is requested to review and potentially approve the bid results and the accompanying Letter of Recommendation for the project's construction. If awarded, construction is expected to commence in May 2025.

2. Action Item: Shadow Way Court Drainage Improvements

- As approved by Council at the February meeting, HDR issued the NTP to C.N Koehl Urban Forestry to assess the trees along Shadow Way for the amount of \$1,236.40 on February 28, 2025. C.N Koehl completed the work on March 21st, 2025, and HDR conducted a site visit to verify the survey shortly after. The assessment determined that placing the storm sewer in the right-of-way would result in the removal/major impact of 22 trees – with tree sizes ranging from 7” to 38” in diameter.
 - i. Option 1 (Storm Sewer under ROW): \$1,687,700.00
 - ii. Option 2(Storm Sewer under ½ Roadway): \$2,436,000.00
 - iii. Option 3 (Storm Sewer under ½ Road + Complete Paving): \$2,797,000.00

3. Action Item: Ditch Debris Removal

- As previously reported at the March Council Meeting, Mr. Epley (HCFCD Property Manager) sent an update that the service request had been sent to the vegetation department in order to evaluate for selective clearing. There was crew on site at Tynewood Ditch and Kinkaid Ditch on March 28th, 2025.
- HDR received communication from residents on March 28th and March 29th regarding two root balls – one on Tynewood ditch and one on Kinkaid ditch. HDR has reported these root balls to HCFCD and is monitoring progress to ensure these are removed.
- HDR has reached out to three (3) contractors to receive quotes for clearing the Woods Edge and Quail Creek ditches as follows:
 - i. Lone Star Tree Removal: \$27,100.00
 - ii. Experts Underground Solutions: \$48,360.00
 - iii. OnPar Civil Services: \$104,500.00
- Action is required to review and potentially approve the quote and the accompanying references from Lone Star Tree Removal.



4. Action Item: 5 Oaklawn Ditch Improvements

- The Mayor notified HDR on March 31st of standing water in the ditch at 5 Oaklawn. HDR conducted a site visit with the Mayor and the resident that day in order to further understand the issue.
- It appears that the ditch was previously regraded in 2017, and there could potentially be some low spots that are causing drainage issues. HDR has reached out to three (3) Contractors for quotes on sanding the low spots of the ditch and cut sod in as follows:
 - i. Infrastructure Construction Services: \$4,100.00
 - ii. Experts Underground Solutions: \$5,990.00
 - iii. OnPar Civil Services: \$12,000.00

5. Windermere Outfall Repair Project

- HDR has continued coordination with Geopier regarding this project. On April 17th, 2025, HDR received a Design Review Letter and Slide Model from Geopier and has since set up a meeting to discuss the contents of the letter for April 28th, 2025.
- HDR is currently awaiting a cost estimate from Scohil Construction Services, LLC. Once this cost estimate is received, HDR will present findings to Council on construction method and opinion of probable construction costs. If Council would like to proceed forward, a proposal will be submitted at the following Council meeting to begin the design phase.

6. 2023 Paving Improvements

- The Contractor has substantially completed the project. HDR is coordinating with the Contractor regarding punch list items, and when this is completed the final change order and pay estimate will be processed. The Pay Estimate for March was sent to the City on April 23, 2025.

7. Street Condition Assessment

- During the January Council Meeting, the City approved HDR to move forward with the engineering services for the Street Assessment Planning Document for the lump sum figure of \$29,900.00. HDR has finalized the report and will be providing to City for comments. Once comments are incorporated, HDR will present the final report to Council.

8. Chapelwood Court Drainage Project

- At the January Council Meeting, HDR was approved to move forward with the design of drainage improvements at Chapelwood Court. HDR has begun the design of Chapelwood Court and will continue to update Council with progress.

9. Harris County Traffic Signals Project – Memorial Drive

- The Harris County Traffic Signals Project involves replacing signals at Memorial intersections with Blalock, Piney Point, and San Felipe. HDR is closely monitoring Harris County's progress, as they advance toward the 100% design stage. HDR requested an update on April 16, 2025, and was told that the first submittal of the plan set would be submitted to the City around early May.



10. Soldiers Creek Sub Watershed Feasibility Study Project

- The Soldiers Creek Sub Watershed Feasibility Study aims to address drainage and erosion issues. Haff and Associates invited representatives from Piney Point Village, Bunker Hill, Hunters Creek, and Hedwig to a meeting on November 20, 2024, for an update on current conditions and to gather input on flooding concerns. HDR requested an update on April 16, 2025.

11. South Piney Point Road Improvements

- The project is now completed and the final pay estimate sent to the City on April 22nd

TO: City Council

FROM: Aliza Dutt, Mayor

MEETING DATE: April 28, 2025

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

Agenda Item: 6

Summary:

This agenda item includes reports from the mayor.

TO: City Council

FROM: R. Pennington; City Administrator

MEETING DATE: April 28, 2025

SUBJECT: Discuss and take possible action on the City Administrator's Monthly Report, including selected items.

Agenda Item: 7

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

A. Financial Related Items:

- i. Financial Report: Total GF revenues are \$7,619,178 or 81.6% of the budget. Total current expenditures are \$2,657,639, 24.4% of the budget. The Municipal Court is at \$12,300 or 34.6% due to the resignation of the previous court clerk, necessitating additional contract services. The increase included costs for an outside consultant, prosecutor services, and translation services. The recent budget amendment will offset this increase. Public Works is \$87,939, or 32.2%, slightly above the project amount due to the purchase timing of a new vehicle.
- ii. Property Tax Report: Attached is the latest report from our tax assessor-collector regarding tax collection.
- iii. Quarterly Investment Report – March 2025: Interest earned for the Quarter = \$121,388.76.
- iv. Disbursements (greater than \$10,000).
 - (1) AAA Asphalt Paving Inc. – Pay Estimate No. 4 for \$62,427.83 for the 2023 Paving Improvements Project.
 - (2) On Par Civil Services - Pay Estimate No. 2 for \$15,205.67 for the Piney Point Road Improvements.
 - (3) Thompson Custom Homes - TCO Reimbursement for \$25,000 for 11321 Greenvale.
 - (4) Darrell Delahoussaye - TCO Reimbursement for \$25,000 for 215 Hedwig Road.

- B. University of Houston Hobby School Apprenticeship Program**: The Hobby School Apprenticeship Program is a collaboration between the University of Houston and Piney Point Village, providing graduate students with hands-on experience in public administration. Each semester, the program partners with municipalities that fund students for city-related projects.

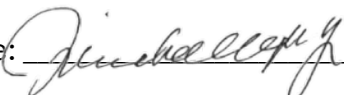
Recommendation:

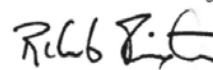
1. Approve Quarterly Investment Report for the period ending March 2025.
2. Approve Disbursements greater than \$10,000.00



CITY OF PINEY POINT VILLAGE, TEXAS
FINANCIAL REPORT
(UNAUDITED)
AS OF MARCH 31, 2025

The Finance Director and City Administrator confirm that the Financial Statement for the month presented has been reviewed. To the best of our knowledge and belief, this statement accurately reflects the city's current financial position.

Finance Director Signature:  Date: 04/25/2025

City Administrator Signature:  Date: 4/25/25

For more information, contact:
The City of Piney Point Village
7660 Woodway Dr., Suite 460
Houston, TX 77063
713-230-8703
www.cityofpineypoint.com



CITY OF PINEY POINT VILLAGE FINANCIAL REPORT

MARCH 2025 FINANCIALS (PRELIMINARY)

This report provides a general overview of the city's financial operations through March 2025, the third month of the fiscal year. The City is currently finalizing the year-end closeout for fiscal year 2024. We will soon have more accurate preliminary and unaudited revenue and expenditure figures. A presentation of this audit is planned for May 2025. Budgeted numbers reflect the original amounts adopted for the fiscal year.

General Fund

	Prior YTD	Budget	Month	YTD
Total Revenues	\$7,224,448	\$9,337,577	\$331,812	\$7,619,178
Total Expenditures	\$2,289,781	\$10,873,035	\$917,100	\$2,657,639
Over/(Under)	\$4,934,667	(\$1,535,458)	(\$585,288)	\$4,961,539

	Prior YTD	Budget	Month	YTD
Operating Revenues	\$7,191,898	\$9,299,629	\$303,234	\$7,586,042
Operating Expenditures	\$2,152,321	\$7,863,545	\$669,202	\$2,154,753
Over/(Under)	\$5,039,577	\$1,436,084	(\$365,968)	\$5,431,289

1. Total revenues are \$7,619,178 or 81.6% of the budget and 5.5% above last YTD, mainly due to the timing of property tax collection and Kinkaid contribution.
 - a. Property tax received to date for the M&O or the general fund portion totals \$6,936,815, or 97.5% of the budget. The current YTD amount collected represents 91% of the total general fund revenue. Property Tax is \$272,479 more than the last YTD, trending higher to last year's collection. The city anticipates collecting an additional \$175,917 for maintenance and operation. The adopted rate is \$0.255140, with \$0.227262 designated as M&O and the remaining \$0.027878 as the I&S requirement to finance the annual bond debt. Payments of property taxes are due by January 31, 2025, and are delinquent as of February 1, 2025. The City currently contracts with Spring Branch ISD as the tax assessor-collector. The budget incorporates a 99% collection rate on the total taxable value. Please

review the monthly tax office report for additional details and adjustments to current taxable values.

- b. Sales Tax collection for March totals \$142,500 or 30.9% of the total annual \$460,725 projection. March represents the third month of collection with a increase of \$8,894 or 6.7% higher March 2025 collection of \$133,606. The budget projection on sales collection represents 4.93% of all general fund revenue.
 - c. Franchise tax collections are minimal due to the timing of collections. The only collection booked at this time is \$68,106 from Electric Franchise (CenterPoint). The city anticipates collecting over \$400 thousand in franchise tax.
 - d. Court revenue is \$40,011, 31% of budget and \$3,647 higher than last year. Court fines total \$36,780 and the remaining \$3,231 is primarily restricted for special use such as court security or technology. The city collected \$132 thousand in court revenue for 2024. Current trends suggest higher collections for 2025.
 - e. License and permits total \$135,750 or 26.1% of the budget and 3.4% below the last YTD. Permits and inspection fees alone account for 90.2% of the category's revenue. Drainage reviews are currently at \$19,000. The city is aware of a significant Kinkaid SUP project in the works, with current estimates for Phase 2.5 and Phase III for The Kinkaid School totaling nearly \$170,000 in permit fees. This amount excludes any sub-contractor permit fees. This project was not incorporated into the budget calculations and is anticipated to provide an unexpected surplus for fund balance.
 - f. Alarm registrations are \$18,250, 77.7% of the annual budget projection. This represents \$2,100 lower than the last YTD. Annual alarm registrations are beneficial in maintaining up-to-date emergency information for individual properties.
 - g. Interest revenue is \$137,110, 34.3% of the budget, and \$8,450 more than last year due to the balance in our investment accounts.
2. The city allocated \$7,978,477 as operating with an additional \$3,009,490 as capital programing proving a total budget of \$10,987,967. Total current expenditures are \$2,657,639, 24.4% of budget and 16.1% more than last YTD. Operating expenditures are \$2,154,753, at 27.4% of the budget and showing a similar trend to last YTD.
3. Divisions and categories that are currently trending higher in expenditures are as follows:
- a. Police Services at \$938,552 or 35% due to the practice of providing two months of service payments at the beginning of the year as agreed for adequate MVPD operational cash flow.
 - b. Fire Services at \$617,150 or 29.2% representing 1.5 months of service payments at the beginning of the year for adequate VFD operational cash flow.

- c. Municipal Court is at \$12,300 or 34.6% due to the resignation of the previous court clerk, necessitating additional contract services. The increase included costs for an outside consultant, prosecutor services, and translation services. The recent budget amendment will offset this increase.
 - d. Public Works is \$87,939, or 32.2%, slightly above the project amount due to the timing of a new vehicle purchase.
- 4. Capital expenditures at \$502,886 through March.
 - 5. The budget has designated the utilization of \$1,650,390 from reserved cash to support a portion of the \$3,009,490 allocated for capital programs. As previously mentioned, the City is currently engaged in the year-end closeout process for the fiscal year 2024. More precise preliminary and audited financials will be available in the coming month(s).

Debt Service Fund

	Prior YTD	Budget	Month	YTD
Total Revenues	\$854,132	\$902,719	\$22,921	\$868,460
Total Expenditures	\$857,450	\$881,325	\$0	\$864,425
Over/(Under)	(\$3,318)	\$21,394	\$22,921	\$4,035

- 6. Revenues are \$868,460, 96.2% of the budget, with \$857,865 from property tax collections. The adopted rate designated for interest and sinking is \$0.027878 as the requirement to finance the annual bond debt. The budget incorporates a 99% collection rate based on trends from past collection years.
- 7. Expenditures are \$864,425, 98.1% of the budget, as debt service principal payments are semiannual.
 - a. Two Principal payments were disbursed, \$430,000 for GO Series 2015 and \$410,000 for GO Series 2017.
 - b. In addition, payments of interest due include \$5,375 for GO Series 2015 and \$19,050 for GO Series 2017. The city is obligated to pay the remaining \$12,900 in interest by August. Current debt obligations are scheduled through 2027.

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



Piney Point Village TEXAS

Statement of Revenue & Expenditures For Month Ended: March 31, 2025

GENERAL FUND SUMMARY

	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
REVENUES						
PROPERTY TAXES	6,664,336	7,112,732	154,063	6,936,815	97.5%	175,917
SALES TAXES	133,606	460,725	37,415	142,500	30.9%	318,225
FRANCHISE TAXES	68,106	409,872	22,702	68,106	16.6%	341,766
COURT REVENUE	36,364	129,000	12,321	40,011	31.0%	88,989
PERMITS & INSPECTIONS	140,476	520,300	35,661	135,750	26.1%	384,550
ALARM REGISTRATIONS	20,350	23,500	1,450	18,250	77.7%	5,250
GOVERNMENTAL CONT. (METRO)	0	136,000	0	0	0.0%	136,000
PILOT FEES (KINKAID)	0	107,500	0	107,500	100.0%	0
INTEREST	128,659	400,000	39,622	137,110	34.3%	262,890
TOTAL OPERATING	7,191,898	9,299,629	303,234	7,586,042	81.6%	1,713,587
OTHER NON-OPERATING PROCEEDS	32,550	37,948	28,578	33,136	87.3%	4,812
TOTAL NON-OPERATING	32,550	37,948	28,578	33,136	87.3%	4,812
TOTAL REVENUES	\$7,224,448	\$9,337,577	\$331,812	\$7,619,178	81.6%	\$1,718,399
	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
EXPENDITURES						
PUBLIC SERVICE DIVISION						
POLICE SERVICES	938,467	2,681,790	220,471	938,552	35.0%	1,743,238
FIRE SERVICES	607,201	2,115,943	176,329	617,150	29.2%	1,498,793
SANITATION COLLECTION	96,570	621,596	50,849	101,698	16.4%	519,898
OTHER PUBLIC SERVICES	2,749	36,900	323	2,877	7.8%	34,023
PUBLIC SERVICE DIVISION	1,644,987	5,456,229	447,972	1,660,277	30.4%	3,795,952
OPERATIONS						
CONTRACT SERVICES	76,014	476,500	75,681	100,264	21.0%	376,236
BUILDING SERVICES	65,165	302,200	35,565	59,469	19.7%	242,731
GENERAL GOVERNMENT	283,771	1,319,608	84,301	234,504	17.8%	1,085,104
MUNICIPAL COURT	6,061	35,510	3,908	12,300	34.6%	23,210
PUBLIC WORKS	76,322	273,498	21,775	87,939	32.2%	185,559
OPERATION DIVISIONS	507,334	2,407,316	221,230	494,476	20.5%	1,912,840
TOTAL PUBLIC & OPERATING	\$2,152,321	\$7,863,545	\$669,202	\$2,154,753	27.4%	\$5,708,792
NON-OPERATING						
CAPITAL PROGRAMS	137,460	3,009,490	247,898	502,886	16.7%	2,506,604
TOTAL NON-OPERATING	137,460	3,009,490	247,898	502,886	16.7%	2,506,604
TOTAL EXPENDITURES	\$2,289,781	\$10,873,035	\$917,100	\$2,657,639	24.4%	\$8,215,396
REVENUE OVER/(UNDER) EXPENDITURES	4,934,667	(1,535,458)	(585,288)	4,961,539		



Piney Point Village TEXAS

Statement of Revenue & Expenditures For Month Ended: March 31, 2025

GENERAL FUND REVENUES

		PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<u>Tax Collection</u>							
10-4101	Property Tax (M&O)	6,664,336	7,112,732	154,063	6,936,815	97.5%	175,917
	Unearned/Adjusted	0	0	0			0
	Total Property Tax :	6,664,336	7,112,732	154,063	6,936,815	97.5%	175,917
10-4150	Sales Tax	133,606	460,725	37,415	142,500	30.9%	318,225
	Total Tax Collection:	6,797,942	7,573,457	191,478	7,079,315	93.5%	494,143
<u>Permits & Inspections</u>							
10-4203	Plat Reviews	0	1,000	0	0	0.0%	1,000
10-4205	Contractor Registration	2,100	8,800	660	3,120	35.5%	5,680
10-4206	Drainage Reviews	15,700	50,000	11,650	19,000	38.0%	31,000
10-4207	Permits & Inspection Fees	122,176	460,000	23,351	113,630	24.7%	346,370
10-4208	Board of Adjustment Fees	500	500	0	0	0.0%	500
	Total Permits & Inspections:	140,476	520,300	35,661	135,750	26.1%	384,550
<u>Municipal Court</u>							
10-4300	Court Fines	33,819	120,000	11,129	36,780	30.7%	83,220
10-4301	Building Security Fund	891	3,000	417	1,131	37.7%	1,869
10-4302	Truancy Prevention	909	3,000	426	1,154	38.5%	1,846
10-4303	Local Municipal Tech Fund	727	2,950	341	923	31.3%	2,027
10-4304	Local Municipal Jury Fund	18	50	9	23	46.1%	27
	Total Municipal Court:	36,364	129,000	12,321	40,011	31.0%	88,989
<u>Investment Income</u>							
10-4400	Interest Revenue	128,659	400,000	39,622	137,110	34.3%	262,890
	Total Investment Income:	128,659	400,000	39,622	137,110	34.3%	262,890
<u>Agencies & Alarms</u>							
10-4508	SEC-Registration	20,350	23,500	1,450	18,250	77.7%	5,250
	Total Agencies & Alarms:	20,350	23,500	1,450	18,250	77.7%	5,250
<u>Franchise Revenue</u>							
10-4602	Cable Franchise	0	85,153	0	0	0.0%	85,153
10-4605	Power/Electric Franchise	68,106	272,419	22,702	68,106	25.0%	204,313
10-4606	Gas Franchise	0	25,000	0	0	0.0%	25,000
10-4607	Telephone Franchise	0	3,300	0	0	0.0%	3,300
10-4608	Wireless Franchise	0	24,000	0	0	0.0%	24,000
	Total Franchise Revenue:	68,106	409,872	22,702	68,106	16.6%	341,766
<u>Donations & In Lieu</u>							
10-4702	Kinkaid School Contribution	0	107,500	0	107,500	100.0%	0
10-4703	Metro Congested Mitigation	0	136,000	0	0	0.0%	136,000
10-4704	Intergovernmental Revenues	0	0	0	0	#DIV/0!	0
10-4705	Ambulance	17,988	0	27,013	27,013	#DIV/0!	(27,013)
10-4800	Misc Income	0	9,000	0	30	0.3%	8,970
10-4803	CIP Cost Share	8,948	8,948	0	0		8,948
10-4804	Credit Card Fees	5,614	20,000	1,565	6,093		13,907
	Total Donations & In Lieu:	32,550	281,448	28,578	140,636	50.0%	140,812
	Total Revenue Received	7,224,448	9,337,577	331,812	7,619,178	81.6%	1,718,399
	TOTAL REVENUES:	\$7,224,448	\$9,337,577	331,812	7,619,178	81.6%	\$1,718,399



Piney Point Village TEXAS

Statement of Revenue & Expenditures For Month Ended: March 31, 2025

GENERAL FUND EXPENDITURES

		PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<u>PUBLIC SERVICE DIVISION</u>							
<u>Community Events</u>							
10-510-5001	Community Celebrations		6,000	0	0	0	5,000
10-510-5002	Public Relations		15,000	0	0	0.0%	15,000
	Community Events:	0	21,000	0	0	0.0%	15,000
<u>Police Services</u>							
10-510-5010	MVPD Operations	841,900	2,625,123	220,471	881,885	33.6%	1,743,238
10-510-5011	MVPD Auto Replacement	46,667	48,000	0	48,000	100.0%	0
10-510-5012	MVPD Capital Expenditure	49,900	8,667	0	8,667	n/a	0
	Police Services:	938,467	2,681,790	220,471	938,552	35.0%	1,743,238
<u>Miscellaneous</u>							
10-510-5020	Miscellaneous		0	0	0	n/a	0
	Total Miscellaneous:	0	0	0	0	n/a	0
<u>Sanitation Collection</u>							
10-510-5030	Sanitation Collection	95,624	604,553	49,852	99,704	16.5%	504,849
10-510-5031	Sanitation Fuel Charge	947	17,043	997	1,994	11.7%	15,049
	Sanitation Collection:	96,570	621,596	50,849	101,698	16.4%	519,898
<u>Library Services</u>							
10-510-5040	Spring Branch Library		1,500			0.0%	1,500
	Library Services:	0	1,500	0	0	0.0%	1,500
<u>Street Lighting Services</u>							
10-510-5050	Street Lighting	2,749	14,400	323	2,877	20.0%	11,523
	Street Lighting Services:	2,749	14,400	323	2,877	20.0%	11,523
<u>Fire Services</u>							
10-510-5060	Villages Fire Department	607,201	2,115,943	176,329	617,150	29.2%	1,498,793
	Fire Services:	607,201	2,115,943	176,329	617,150	29.2%	1,498,793
	TOTAL PUBLIC SERVICE:	\$1,644,987	\$5,456,229	\$447,972	\$1,660,277	30.4%	\$3,789,952

		PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<u>CONTRACT SERVICE DIVISION</u>							
10-520-5101	Grant Administration	0	0			n/a	0
10-520-5102	Accounting/Audit	0	25,000	0	0	0.0%	25,000
10-520-5103	Engineering	37,957	220,000	63,837	63,837	29.0%	156,163
10-520-5104	Legal	14,326	100,000	5,078	14,886	14.9%	85,115
10-520-5105	Tax Appraisal-HCAD	23,607	64,000	6,605	17,892	28.0%	46,108
10-520-5107	Animal Control	124	2,300	0	1,696	73.7%	604
10-520-5108	IT Hardware/Software & Support	0	41,200	161	1,954	4.7%	39,246
10-520-5110	Mosquito Control	0	24,000	0	0	0.0%	24,000
TOTAL CONTRACT SERVICE DIVISION:		\$76,014	\$476,500	\$75,681	\$100,264	21.0%	\$376,236
<u>BUILDING SERVICE DIVISION</u>							
<u>Building & Inspection Services</u>							
10-530-5108	Information Technology	0					
10-530-5152	Drainage Reviews	25,676	103,000	16,507	16,507	16.0%	86,493
10-530-5153	Electrical Inspections	3,960	15,000	2,835	5,940	39.6%	9,060
10-530-5154	Plat Reviews	0	500	0	0	0.0%	500
10-530-5155	Plan Reviews	8,000	50,000	4,000	8,000	16.0%	42,000
10-530-5156	Plumbing Inspections	5,940	18,000	2,700	6,120	34.0%	11,880
10-530-5157	Structural Inspections	8,010	30,000	3,240	6,480	21.6%	23,520
10-530-5158	Urban Forester	6,400	45,000	3,920	10,160	22.6%	34,840
10-530-5160	Mechanical Inspections	1,890	8,500	720	1,080	12.7%	7,420
Building and Inspection Services:		59,876	270,000	33,922	54,287	20.1%	215,713
<u>Supplies and Office Expenditures</u>							
10-530-5204	Dues & Subscriptions	0	500	0	0	n/a	500
10-530-5207	Misc Supplies	350	1,000	30	30	n/a	970
10-530-5209	Office Equipment & Maintenance		500	0	0	n/a	500
10-530-5210	Postage		900	0	0	n/a	900
10-530-5215	Travel & Training		300	0	0	n/a	300
Supplies and Office Expenditures:		350	3,200	30	30	n/a	3,170
<u>Insurance</u>							
10-530-5403	Credit Card Charges	4,939	29,000	1,614	5,152	17.8%	23,848
Insurance:		4,939	29,000	1,614	5,152	17.8%	23,848
TOTAL BUILDING SERVICE DIVISION:		\$65,165	\$302,200	\$35,565	\$59,469	19.7%	\$242,731

		PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
GENERAL GOVERNMENT DIVISION							
<u>Administrative Expenditures</u>							
10-540-5108	Information Technology	8,149	42,000	4,773	10,461	24.9%	31,539
10-540-5201	Administrative/Professional Fe	2,155	3,905	4,000	6,875	176.1%	(2,970)
10-540-5202	Auto Allowance/Mileage	2,135	7,200	612	1,604	22.3%	5,596
10-540-5203	Bank Fees	176	2,200	186	236	10.7%	1,964
10-540-5204	Dues/Seminars/Subscriptions	139	3,600	152	312	8.7%	3,288
10-540-5205	Elections	300	750	0	0	0.0%	750
10-540-5206	Legal Notices	0	8,000	0	0	0.0%	8,000
10-540-5207	Miscellaneous	348	5,000	0	0	0.0%	5,000
10-540-5208	Citizen Communication	4,486	8,000	0	3,808	47.6%	4,192
10-540-5209	Office Equipment & Maintenance	308	10,000	701	1,217	12.2%	8,783
10-540-5210	Postage	27	2,000	0	0	0.0%	2,000
10-540-5211	Meeting Supplies	388	7,500	696	1,644	21.9%	5,856
10-540-5212	Rent/Leasehold/Furniture	46,544	155,142	0	6,742	4.3%	148,400
10-540-5213	Supplies/Storage	2,375	30,000	1,115	4,455	14.9%	25,545
10-540-5214	Telecommunications	3,168	16,000	644	2,278	14.2%	13,722
10-540-5215	Travel & Training	0	2,500	0	0	0.0%	2,500
10-540-5216	Statutory Legal Notices	0	1,500	0	0	0.0%	1,500
Administrative Expenditures:		70,698	305,297	12,879	39,630	13.0%	265,668
<u>Wages & Benefits</u>							
10-540-5301	Gross Wages	140,809	689,255	53,435	152,443	22.1%	536,812
10-540-5302	Overtime/Severance	865	10,000	27	282	2.8%	9,718
10-540-5303	Temporary Personnel	0	0	0	0		0
10-540-5306	FICA/Med/FUTA Payroll Tax Exp	12,255	50,035	3,859	11,204	22.4%	38,831
10-540-5310	TMRS (City Responsibility)	26,926	143,660	11,469	23,323	16.2%	120,337
10-540-5311	Payroll Process Exp-Paychex	1,099	4,000	253	993	24.8%	3,007
Wages & Benefits:		181,954	896,950	69,042	188,244	21.0%	708,706
<u>Insurance</u>							
10-540-5353	Employee Insurance	31,120	102,161	2,380	6,630	6.5%	95,531
10-540-5354	General Liability		10,000	0	0	0.0%	10,000
10-540-5356	Workman's Compensation		4,000	0	0	0.0%	4,000
Insurance:		31,120	116,161	2,380	6,630	5.7%	109,531
<u>Other</u>							
10-540-5403	Credit Card Charges (Adm)	0	1,200	0	0	n/a	1,200
10-540-5710	Intergovernmental Expenditure		0				
Intergovernmental:		0	1,200	0	0	n/a	1,200
TOTAL GENERAL GOVERNMENT DIVISION:		\$283,771	\$1,319,608	\$84,301	\$234,504	17.8%	\$1,085,104

		PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<u>MUNICIPAL COURT DIVISION</u>							
<u>Supplies & Office Expenditures</u>							
10-550-5207	Misc Supplies		250	0	0	n/a	250
10-550-5211	Meeting Supplies		2,000	0	0	n/a	2,000
10-550-5215	Travel & Training	500	1,750	0	(150)	n/a	1,900
	Supplies and Office Expenditures:	500	4,000	0	(150)	n/a	4,150
<u>Insurance</u>							
10-550-5353	Employee Insurance		0			n/a	0
	Insurance:	0	0	0	0	n/a	0
<u>Court Operations</u>							
10-550-5403	Credit Card Charges	1,761	6,510	658	1,825	28.0%	4,685
10-550-5404	Judge/Prosecutor/Interpreter	3,800	25,000	3,250	10,625	42.5%	14,375
	Court Operations:	5,561	31,510	3,908	12,450	39.5%	19,060
	TOTAL MUNICIPAL COURT DIVISION:	\$6,061	\$35,510	\$3,908	\$12,300	34.6%	\$23,210
<u>PUBLIC WORKS MAINTENANCE DIVISION</u>							
<u>Supplies & Office Expenditures</u>							
10-560-5108	Information Technology	765	2,500	0	0		2,500
10-560-5207	Misc Supplies		500	0	0	n/a	500
10-560-5213	Office Supplies		0			n/a	0
10-560-5215	Travel & Training		1,000	0	0	n/a	1,000
	Supplies and Office Expenditures:	\$ 765	\$ 4,000	\$ -	\$ -	0.0%	4,000
<u>Insurance</u>							
10-560-5353	Employee Insurance		0			n/a	0
	Insurance:	0	0	0	0	n/a	0
<u>Maintenance & Repair</u>							
10-560-5501	Public Works Maintenance	0	0			n/a	0
10-560-5501	TCEQ & Harris CO Permits	1,761	1,850	0	509	27.5%	1,341
10-560-5504	Landscaping Maintenance	11,190	134,280	0	23,092	17.2%	111,188
10-560-5505	Gator Fuel & Maintenance	238	1,000	481	570	57.0%	430
10-560-5506	Right of Way Mowing	22,380	22,380	15,850	15,850	70.8%	6,530
10-560-5507	Traffic Control	11,888	11,888	0	749	6.3%	11,139
10-560-5508	Water Utilities	673	673	1,049	1,049	155.7%	(375)
10-560-5509	Tree Care/Removal	13,060	13,060	4,395	7,705	59.0%	5,355
10-560-5510	Road/Drainage Maintenance	485	485	0	0	0.0%	485
10-560-5515	Community Beautification	10,975	10,975	0	769	7.0%	10,206
10-560-5516	Equipment Maintenance	131	131	0	0	0.0%	131
10-560-5517	Street Maintenance	2,776	2,776	0	7,213	259.9%	(4,437)
	Maintenance and Repair:	75,557	199,498	21,775	57,506	28.8%	141,992
<u>Capital Equipment</u>							
10-560-5600	Capital Equipment		70,000	0	30,433		39,567
	Capital Equipment:	0	70,000	0	30,433	43.5%	39,567
	TOTAL PUBLIC WORKS DIVISION:	\$76,322	\$273,498	\$21,775	\$87,939	32.2%	\$185,559

		PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<u>CAPITAL OUTLAY PROGRAMS</u>							
<u>General Capital / Maintenance Programs</u>							
10-570-5602	Drainage Ditch Maintenance		0				0
10-570-5606	Road/Drainage Projects		0		n/a		0
10-570-5701	2019 Maintenance Projects		0		n/a		0
10-570-5702	2020 Paving Improvements		0		n/a		0
10-570-5703	2021 Paving Improvements		0		n/a		0
10-570-5806	Drainage and Sidewalks		0		n/a		0
		0	0	0	0	n/a	0
<u>Major Capital / Maintenance Programs</u>							
	Surrey Oaks		0			n/a	0
10-570-5808	Wilding Lane	0	0			n/a	0
10-580-5809	96" Stormwater Replacement	3,516	0			n/a	0
10-580-5810	Tokeneke - Country Squire		0				
10-580-5811	Capital Programming	127,050	3,009,490	247,898	502,886	16.7%	
10-580-5821	Williamsburg		0				
10-580-5822	Bothwell Way		0				
10-580-5823	Windermere Outfall Project		0				
10-580-5824	Smithdale Landscape/Sidewalk		0				
10-580-5825	Community Beautification	6,894	0				
10-580-5826	Harris Co. Signal Participation		0				
	Capital Programming		0				
		137,460	3,009,490	247,898	502,886	n/a	0
TOTAL CAPITAL OUTLAY PROGRAMS:		\$137,460	\$3,009,490	\$247,898	\$502,886	16.7%	\$0
TOTAL EXPENDITURES:		\$2,289,781	\$10,873,035	\$917,100	\$2,657,639	24.4%	\$5,702,792



Piney Point Village TEXAS

Statement of Revenue & Expenditures For Month Ended: March 31, 2025

DEBT SERVICE FUND

	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
REVENUES						
PROPERTY TAXES	842,322	877,325	18,857	857,865	97.8%	19,460
Unearned/Adjusted	0	0		0		0
Total Property Tax :	842,322	877,325	18,857	857,865	97.8%	19,460
INTEREST	11,810	25,394	4,064	10,595		14,799
TOTAL OPERATING	854,132	902,719	22,921	868,460	96.2%	34,259
TOTAL REVENUES	\$854,132	\$902,719	\$22,921	\$868,460	96.2%	\$34,259
EXPENDITURES						
TAX BOND PRINCIPAL	820,000	840,000	0	840,000	100.0%	0
TAX BOND INTEREST	36,625	37,325	0	24,425	65.4%	12,900
FISCAL AGENT FEES	825	4,000	0	0	0.0%	4,000
OPERATING EXPENDITURES	857,450	881,325	0	864,425	98.1%	16,900
TOTAL EXPENDITURES	\$857,450	\$881,325	\$0	\$864,425	98.1%	\$16,900
REVENUE OVER/(UNDER) EXPENDITURES	(3,318)	21,394	22,921	4,035		

VENDOR SET: 01 City of Piney Point Villa
BANK: AB Amegy Bank
DATE RANGE: 3/01/2025 THRU 3/31/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1020	AFLAC	D	3/10/2025			000707		197.20
1180	MVPD-Health Benefits Fund	D	3/10/2025			000708		2,870.46
1255	Memorial Villages Police Depar	D	3/10/2025			000709		220,471.28
1420	Village Fire Department	D	3/10/2025			000710		176,328.60
1175	HDR Engineering Inc	D	3/31/2025			000711		115,335.84
1260	Memorial Villages Water Author	D	3/31/2025			000712		1,048.68
1395	TMRS	D	3/31/2025			000713		13,498.00
1085	Cary Moran	R	3/10/2025			033161		3,040.00
1154	Christopher Gore	R	3/10/2025			033162		3,575.00
1200	Houston Chronicle	R	3/10/2025			033163		1,500.86
1210	John J. Klevenhagen, III	R	3/10/2025			033164		1,100.00
1300	Olson & Olson, LLP	R	3/10/2025			033165		5,075.50
1413	Verizon Wireless	R	3/10/2025			033166		431.33
1475	ezTask.com, Inc.	R	3/10/2025			033167		2,150.00
2025	AmegyBank Visa	R	3/10/2025			033168		6,941.24
2755	Amazon Capital Services	R	3/10/2025			033169		659.48
3020	TREE SERVICE AND DESIGN	R	3/10/2025			033170		7,715.00
3225	KIMBERLY AGUIRRE	R	3/10/2025			033171		1,524.90
3235	MANUEL E. BARRIOS	R	3/10/2025			033172		500.00
1540	AAA Asphalt Paving, Inc.	R	3/31/2025			033173		157,944.02
2980	Build 48 LLC	R	3/31/2025			033174		27,000.00
3245	EXPERTS UNDERGROUND SOLUTIONS,	R	3/31/2025			033175		59,408.00

VENDOR SET: 01 City of Piney Point Villa
 BANK: AB Amegy Bank
 DATE RANGE: 3/01/2025 THRU 3/31/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3250	LANDTECH INC.	R	3/31/2025			033176		18,600.00
1154	Christopher Gore	R	3/31/2025			033177		1,650.00
1205	Jason Bienek	R	3/31/2025			033178		8,725.00
1210	John J. Klevenhagen, III	R	3/31/2025			033179		1,100.00
1220	Lincoln Printing	R	3/31/2025			033180		30.00
1420	Village Fire Department	R	3/31/2025			033181		126.54
1430	Xerox Corporation	R	3/31/2025			033182		701.07
2225	Blue Iron Technologies	R	3/31/2025			033183		2,547.98
2275	GFL Environmental	R	3/31/2025			033184		50,849.13
2300	Westco Grounds Maintenance Co.	R	3/31/2025			033185		15,850.20
2355	Robert W. Baldwin	R	3/31/2025			033186		4,770.00
2645	Comcast	R	3/31/2025			033187		212.96
3020	TREE SERVICE AND DESIGN	R	3/31/2025			033188		4,395.00
3220	ELAINE BROWN	R	3/31/2025			033189		4,000.00
3225	KIMBERLY AGUIRRE	R	3/31/2025			033190		1,613.83
3235	MANUEL E. BARRIOS	R	3/31/2025			033191		500.00
3240	IRON MOUNTAIN	R	3/31/2025			033192		90.00

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		32	394,327.04	0.00	394,327.04
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		7	529,750.06	0.00	529,750.06
EFT:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00			
	VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01 City of Piney Point Villa
BANK: AB Amegy Bank
DATE RANGE: 3/01/2025 THRU 3/31/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
			NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT		
VENDOR SET: 01	BANK: AB	TOTALS:	39	924,077.10	0.00	924,077.10		
BANK: AB	TOTALS:	39		924,077.10	0.00	924,077.10		
REPORT TOTALS:		39		924,077.10	0.00	924,077.10		

SELECTION CRITERIA

VENDOR SET: 01-City of Piney Point
VENDOR: ALL
BANK CODES: All
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 3/01/2025 THRU 3/31/2025
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: NO
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All

City of Piney Point Village
Monthly Tax Office Report
March 31, 2025

Prepared by: J Matelske, Tax Assessor/Collector

A. Current Taxable Value \$ 3,138,478,807

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

	Current 2024 Tax Year	Delinquent 2023 & Prior Tax Years	Total
Original Levy 0.25514	\$ 7,743,622.72	\$ -	\$ 7,743,622.72
Carryover Balance	-	170,140.21	170,140.21
Adjustments	263,892.29	(3,145.57)	260,746.72
Adjusted Levy	8,007,515.01	166,994.64	8,174,509.65
Less Collections Y-T-D	7,671,227.77	64,396.91	7,735,624.68
Receivable Balance	<u>\$ 336,287.24</u>	<u>\$ 102,597.73</u>	<u>\$ 438,884.97</u>

C. COLLECTION RECAP:

Current Month:	Current 2024 Tax Year	Delinquent 2023 & Prior Tax Years	Total
Base Tax	\$ 165,268.34	\$ (1,097.10)	\$ 164,171.24
Penalty & Interest	8,436.84	-	8,436.84
Attorney Fees	-	-	-
Other Fees	311.85	-	311.85
Total Collections	<u>\$ 174,017.03</u>	<u>\$ (1,097.10)</u>	<u>\$ 172,919.93</u>

Year-To-Date:	Current 2024 Tax Year	Delinquent 2023 & Prior Tax Years	Total
Base Tax:	\$ 7,671,227.77	\$ 64,396.91	\$ 7,735,624.68
Penalty & Interest	25,425.64	33,313.06	58,738.70
Attorney Fees	-	702.05	702.05
Other Fees	330.26	-	330.26
Total Collections	<u>\$ 7,696,983.67</u>	<u>\$ 98,412.02</u>	<u>\$ 7,795,395.69</u>

Percent of Adjusted Levy	<u>96.12%</u>	<u>97.35%</u>
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City of Piney Point Village
Tax A/R Summary by Year
March 31, 2025

YEAR	BEGINNING BALANCE AS OF 12/31/2024	ADJUSTMENTS	COLLECTIONS	ENDING BALANCE AS OF 3/31/2025
2023	\$ 36,127.12	\$ (2,301.06)	\$ 4,895.63	\$ 28,930.43
22	26,920.69	(53.58)	4,281.02	\$ 22,586.09
21	25,303.50	(790.93)	3,515.51	20,997.06
20	16,377.43	-	4,230.71	12,146.72
19	16,337.88	-	4,469.39	11,868.49
18	10,155.62	-	4,473.16	5,682.46
17	4,614.68	-	4,473.16	141.52
16	4,544.66	-	4,473.16	71.50
15	4,153.00	-	4,061.71	91.29
14	3,769.77	-	3,687.60	82.17
13	3,385.74	-	3,385.74	-
12	2,670.93	-	2,670.93	-
11	3,102.36	-	3,102.36	-
10	2,929.15	-	2,929.15	-
09	2,658.75	-	2,658.75	-
08	2,412.94	-	2,412.94	-
07	2,385.09	-	2,385.09	-
06	2,290.90	-	2,290.90	-
	<u>\$ 170,140.21</u>	<u>\$ (3,145.57)</u>	<u>\$ 64,396.91</u>	<u>\$ 102,597.73</u>



City of Piney Point Village

7660 WOODWAY DR., SUITE 460
HOUSTON, TX 77063

TELEPHONE (713) 782-0271
FAX (713) 782-0821

QUARTERLY INVESTMENT REPORT

THE PERIOD ENDED MARCH 31, 2025

April 28, 2025

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

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

Portfolio Recap:

- ✓ The TexPool earned an average yield of 4.36%.
- ✓ The Texas Class earned an average yield of 4.49%.
- ✓ Throughout the quarter, the City's investments earned interest of \$121,388.76.

During the first quarter of FY 2025, the Federal Open Market Committee (FOMC) held the federal funds rate steady at 4.25%-4.50%. While FOMC signaled a potential slowdown in the pace of future rate cuts, market expectations suggest that rate reductions may still occur late in the year. As of March 2025, the U.S. Consumer Price Index (CPI) rose 2.39% year-over-year, down from 2.82% in February and 3.00% in January. The unemployment rate stood at 4.2% in March, reflecting a slight increase from 4.1% the previous month. Staff will continue to monitor all accounts.

Enclosed are investment transaction details for the quarter ended March 31, 2025. This information shows that the beginning market value was \$8,285,489.95 as of January 1, 2025, and the ending market value was \$12,042,755.68 as of March 31, 2025. Also included is documentation showing the book value additions of \$10,291,597.95 and book value withdrawals of \$6,534,332.22 for the first quarter.

Compliance: The City requires its depository banks to provide collateral for all deposits over Federal Deposit Insurance. As of March 31, 2025, the market value of collateral pledged to the City by Amegy Bank is through Zions Bank Corporation National Association.

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

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

Investment Officer:

Joel Bender

Michael Herminghaus

Robert Pennington

CITY OF PINEY POINT VILLAGE

QUARTERLY INVESTMENT REPORT

MARCH 2025 QUARTER END

SUMMARY

ALL FUNDS	JANUARY	FEBRUARY	MARCH	TOTAL
Beginning Balance	\$8,285,489.95	\$11,168,530.94	\$12,359,071.58	\$8,285,489.95
Deposits	\$4,627,872.38	\$4,941,403.36	\$600,933.45	\$10,170,209.19
Interest	\$36,431.79	\$41,271.44	\$43,685.53	\$121,388.76
Withdrawals	\$1,781,263.18	\$3,792,134.16	\$960,934.88	\$6,534,332.22
ENDING BALANCE	\$11,168,530.94	\$12,359,071.58	\$12,042,755.68	\$12,042,755.68

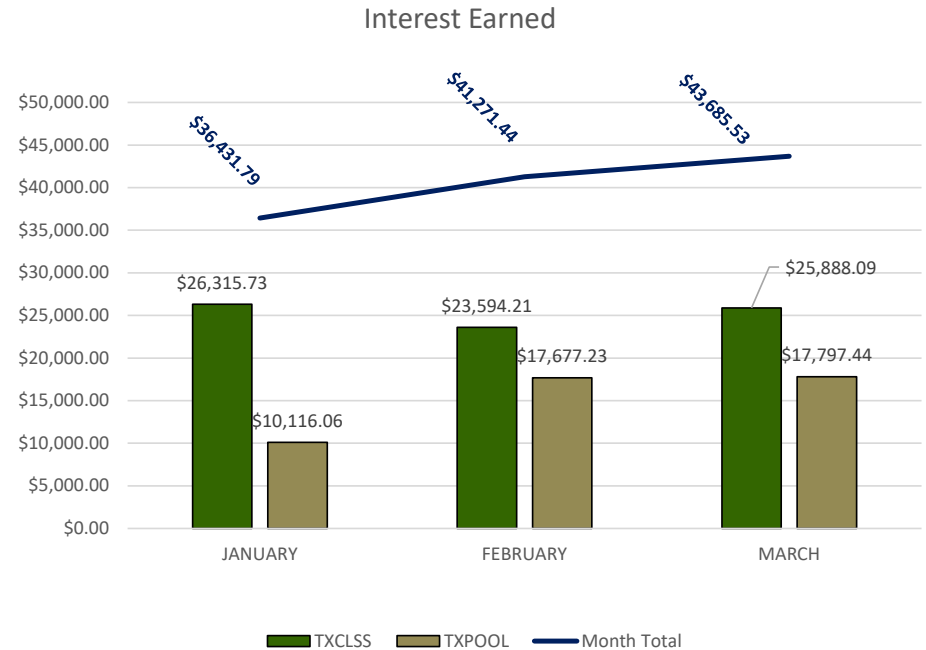
Average Monthly Rate	JANUARY	FEBRUARY	MARCH	TOTAL
Amegy Interest Revenue	0.00%	0.00%	0.00%	\$0.00
Texas Class Interest Revenue	4.54%	4.49%	4.44%	\$75,798.03
Texpool Interest Revenue	4.39%	4.36%	4.33%	\$45,590.73

Net Asset Value (NAV)	JANUARY	FEBRUARY	MARCH
Texas Class NAV (Month End)	1.00009	1.00010	1.00005
Texpool NAV	1.00012	1.00010	1.00001

Value	JANUARY	FEBRUARY	MARCH
Texas Class Market	\$27,650,140,171	\$29,066,307,409	\$28,900,364,724
Texas Class Amortized	\$27,648,745,674	\$29,064,473,320	\$28,898,869,460
Texpool Market	\$38,899,325,699	\$39,029,558,913	\$37,881,284,901
Texpool Book	\$38,892,922,937	\$39,023,900,254	\$37,879,422,850

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

At the end of the month, yields on 1-, 3-, 6- and 12-month US Treasuries were 4.30%, 4.23%, 4.23% and 4.03%, respectively.



**CITY OF PINEY POINT VILLAGE
QUARTERLY INVESTMENT REPORT
MARCH 2025 QUARTER END**

AMEGY ACCOUNTS

GENERAL OPERATING	JANUARY	FEBRUARY	MARCH	TOTAL
Fund 10 - General				
Beginning Balance	\$233,176.52	\$310,819.89	\$540,137.32	\$233,176.52
Deposits	\$1,058,906.55	\$2,121,451.59	\$406,454.63	\$3,586,812.77
Interest	\$0.00	\$0.00	\$0.00	\$0.00
Withdrawals	\$981,263.18	\$1,892,134.16	\$710,934.88	\$3,584,332.22
ENDING BALANCE	\$310,819.89	\$540,137.32	\$235,657.07	\$235,657.07

NON-MAJOR	JANUARY	FEBRUARY	MARCH	TOTAL
Fund 30 - Child Safety				
Beginning Balance	\$42,238.09	\$42,496.18	\$42,782.64	\$42,238.09
Deposits	\$258.09	\$286.46	\$286.77	\$831.32
Interest	\$0.00	\$0.00	\$0.00	\$0.00
Withdrawals	\$0.00	\$0.00	\$0.00	\$0.00
ENDING BALANCE	\$42,496.18	\$42,782.64	\$43,069.41	\$43,069.41

TEXAS CLASS ACCOUNTS

GENERAL FUND	JANUARY	FEBRUARY	MARCH	TOTAL
Fund 10				
Beginning Balance	\$6,623,344.42	\$6,648,952.52	\$6,671,912.30	\$6,623,344.42
Deposits	\$0.00	\$0.00	\$0.00	\$0.00
Interest	\$25,608.10	\$22,959.78	\$25,191.98	\$73,759.86
Withdrawals	\$0.00	\$0.00	\$0.00	\$0.00
ENDING BALANCE	\$6,648,952.52	\$6,671,912.30	\$6,697,104.28	\$6,697,104.28

DEBT SERVICE	JANUARY	FEBRUARY	MARCH	TOTAL
Fund 20				
Beginning Balance	\$183,021.28	\$183,728.91	\$184,363.34	\$183,021.28
Deposits	\$0.00	\$0.00	\$0.00	\$0.00
Interest	\$707.63	\$634.43	\$696.11	\$2,038.17
Withdrawals	\$0.00	\$0.00	\$0.00	\$0.00
ENDING BALANCE	\$183,728.91	\$184,363.34	\$185,059.45	\$185,059.45

TEXPOOL ACCOUNTS

GENERAL OPERATING	JANUARY	FEBRUARY	MARCH	TOTAL
Fund 10 /1100				
Beginning Balance	\$1,010,290.05	\$3,391,228.22	\$4,017,711.02	\$1,010,290.05
Deposits	\$3,172,477.36	\$2,511,631.54	\$172,989.57	\$5,857,098.47
Interest	\$8,460.81	\$14,851.26	\$14,429.60	\$37,741.67
Withdrawals	\$800,000.00	\$1,900,000.00	\$250,000.00	\$2,950,000.00
ENDING BALANCE	\$3,391,228.22	\$4,017,711.02	\$3,955,130.19	\$3,955,130.19

DEBT SERVICE	JANUARY	FEBRUARY	MARCH	TOTAL
Fund 20 /1105				
Beginning Balance	\$193,419.59	\$591,305.22	\$902,164.96	\$193,419.59
Deposits	\$396,230.38	\$308,033.77	\$21,202.48	\$725,466.63
Interest	\$1,655.25	\$2,825.97	\$3,367.84	\$7,849.06
Withdrawals	\$0.00	\$0.00	\$0.00	\$0.00
ENDING BALANCE	\$591,305.22	\$902,164.96	\$926,735.28	\$926,735.28



April 23, 2025

Mr. Bobby Pennington
City of Piney Point Village
7660 Woodway, Suite 460
Houston, TX 77063

Re: 2023 Paving Improvements Project
City of Piney Point Village
HDR Job No. 10387175

Dear Mr. Pennington:

Enclosed please find one copy of the following items for the above referenced project:

1. AAA Asphalt Paving, Inc. - Pay Estimate No. 4.

The amount of the Pay Estimate No. 4 is **\$62,427.83**. The total billing for the project represents 88.11% of the contract amount. As of March 31, 2025 the contract time expended was 132.22%.

HDR Engineering, Inc. has reviewed this application and recommends payment of said application.

If you have any questions, please call me.

Sincerely,

HDR ENGINEERING, INC.

Aaron Croley, P.E., CFM
Project Manager

cc: Mr. Ty Krolicki – AAA Asphalt Paving, Inc.
Ms. Lisa Yeppez – AAA Asphalt Paving, Inc.

APPLICATION FOR PAYMENT NUMBER: 4

PROJECT: PPV 2023 Paving Improvements

CONTRACTOR: AAA Asphalt Paving, Inc., 19155 Circle Lake Dr., Pinehurst, TX 77362

OWNER: City of Piney Point Village, 7660 Woodway, Suite 460, Houston, Texas 77063

OWNERS PROJECT NO: _____ **ENGINEERS PROJECT NO:** 10387175

PAY PERIOD FROM: March 1, 2025 TO: March 31, 2025

ORIGINAL CONTRACT SUM:	<u>\$ 777,514.50</u>
NET CHANGE BY CHANGE ORDER:	<u>\$ (156,365.00)</u>
CONTRACT SUM TO DATE:	<u>\$ 621,149.50</u>
INSTALLATIONS:	<u>\$ 550,336.07</u>
LESS 10% RETAINAGE:	<u>\$ 55,033.61</u>
LESS PREVIOUS PAYMENTS:	<u>\$ 432,874.63</u>
AMOUNT DUE THIS APPLICATION:	<u>\$ 62,427.83</u>

ACCOMPANYING DOCUMENTATION:

Engineer's Estimate No. 4

ENGINEER'S CERTIFICATION:

PAYMENT OF THE ABOVE AMOUNT DUE THIS APPLICATION IS RECOMMENDED

DATE: 4/23/25

HDR Engineering, Inc.



Aaron Croley, P.E.
Project Manager



ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL	QUAN. THIS PERIOD	TOTAL THIS PERIOD	QUAN. PREVIOUS PERIOD	TOTAL PREVIOUS PERIOD	TOTAL QUAN. TO DATE	TOTAL AMOUNT TO DATE
BASE BID ITEMS											
1	Traffic Control, complete in place, the sum of:	L.S.	1	\$ 10,000.00	\$10,000.00	0.50	\$5,000.00	0.50	\$5,000.00	1.00	\$10,000.00
2	SWP3 Plan, complete in place, the sum of:	L.S.	1	\$ 15,000.00	\$15,000.00	0.50	\$7,500.00	0.50	\$7,500.00	1.00	\$15,000.00
3	Recycled Cement Stabilized Base Course, 6" minimum depth, including the removal of any excess material and Microcracking of stabilized base, complete in place, the sum of:	SY	16000	\$ 13.50	\$216,000.00	0.00	\$0.00	7896.19	\$106,598.57	7896.19	\$106,598.57
4	Cement for Base Course (7.5% by weight), complete in place, the sum of:	TON	325	\$ 345.00	\$112,125.00	0.00	\$0.00	84.00	\$28,980.00	84.00	\$28,980.00
5	2" Type D HMAC overlay, including tack coat, complete in place, the sum of:	SY	7700	\$ 22.00	\$169,400.00	1749.89	\$38,497.58	5555.32	\$122,217.04	7305.21	\$160,714.62
6	Prime Coat, complete in place, the sum of:	GAL	5600	\$ 5.00	\$28,000.00	0.00	\$0.00	1917.44	\$9,587.20	1917.44	\$9,587.20
7	Full depth concrete point repair including 7-inch thick concrete pavement, 12-inch cement stabilized sand subgrade, pavement header with undercut, expansion joint, dowels, as per details, complete in place, the sum of:	S.Y.	210	\$ 155.00	\$32,550.00	0.66	\$102.30	239.76	\$37,162.80	240.42	\$37,265.10
8	Remove and replace existing 6-inch concrete driveway, complete in place, the sum of:	S.Y.	135	\$ 175.00	\$23,625.00	0.00	\$0.00	102.16	\$17,878.00	102.16	\$17,878.00
9	Proposed 6-inch concrete curb, complete in place, the sum of:	L.F.	50	\$ 25.00	\$1,250.00	12.00	\$300.00	54.50	\$1,362.50	66.50	\$1,662.50
10	Remove, store, and reinstall post mailbox, complete in place, the sum of:	EA.	3	\$ 500.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
11	Temporary driveways, complete in place the sum of:	EA.	5	\$ 250.00	\$1,250.00	0.00	\$0.00	1.00	\$250.00	1.00	\$250.00
12	Remove and dispose of existing storm sewer, complete in place, the sum of:	L.F.	450	\$ 28.00	\$12,600.00	0.00	\$0.00	412.00	\$11,536.00	412.00	\$11,536.00
13	Remove and dispose of existing storm sewer inlet or manhole, complete in place, the sum of:	EA.	8	\$ 950.00	\$7,600.00	0.00	\$0.00	6.00	\$5,700.00	6.00	\$5,700.00
14	Grout fill existing storm sewer including plugs, complete in place, the sum of:	C.Y.	4	\$ 350.00	\$1,400.00	0.00	\$0.00	4.00	\$1,400.00	4.00	\$1,400.00
15	Abandon existing storm sewer inlet in place, including removal and disposal of grate, complete in place, the sum of:	EA.	2	\$ 750.00	\$1,500.00	0.00	\$0.00	1.00	\$750.00	1.00	\$750.00
16	Proposed 15" SDR26 PVC storm sewer including bedding and backfill, complete in place, the sum of:	L.F.	110	\$ 80.00	\$8,800.00	0.00	\$0.00	104.00	\$8,320.00	104.00	\$8,320.00
17	Proposed 18" RCP storm sewer, complete in place, the sum of:	L.F.	108	\$ 120.00	\$12,960.00	0.00	\$0.00	80.00	\$9,600.00	80.00	\$9,600.00
18	Proposed 18" HDPE storm sewer including bedding and backfill, complete in place, the sum of:	L.F.	30	\$ 80.00	\$2,400.00	0.00	\$0.00	30.00	\$2,400.00	30.00	\$2,400.00
19	Proposed 24" HDPE storm sewer including bedding and backfill, complete in place, the sum of:	L.F.	85	\$ 95.00	\$8,075.00	0.00	\$0.00	85.00	\$8,075.00	85.00	\$8,075.00
20	Proposed Type A Inlet, complete in place, the sum of:	EA.	6	\$ 3,800.00	\$22,800.00	0.00	\$0.00	6.00	\$22,800.00	6.00	\$22,800.00
21	Proposed Flat Top Storm Sewer Manhole, including bedding and backfill, complete in place, the sum of:	EA.	1	\$ 7,500.00	\$7,500.00	0.00	\$0.00	1.00	\$7,500.00	1.00	\$7,500.00
22	Tie-in proposed storm sewer to existing inlet, complete in place, the sum of:	EA.	2	\$ 1,800.00	\$3,600.00	0.00	\$0.00	3.00	\$5,400.00	3.00	\$5,400.00
23	Proposed concrete collar storm sewer connection to existing storm sewer, complete in place, the sum of:	EA.	1	\$ 2,000.00	\$2,000.00	0.00	\$0.00	1.00	\$2,000.00	1.00	\$2,000.00
24	Yard Drain Connections, complete in place, the sum of:	EA.	8	\$ 675.00	\$5,400.00	0.00	\$0.00	9.00	\$6,075.00	9.00	\$6,075.00
25	Proposed 8" SDR26 PVC yard drain, complete in place, the sum of:	L.F.	50	\$ 55.00	\$2,750.00	0.00	\$0.00	20.62	\$1,134.10	20.62	\$1,134.10
26	Tree protection fencing, complete in place, the sum of:	L.F.	310	\$ 5.00	\$1,550.00	0.00	\$0.00	310.00	\$1,550.00	310.00	\$1,550.00
27	Root pruning trench for tree protection, complete in place, the sum of:	L.F.	225	\$ 14.00	\$3,150.00	0.00	\$0.00	225.00	\$3,150.00	225.00	\$3,150.00
28	Clearance prune, complete in place, the sum of:	EA.	35	\$ 475.00	\$16,625.00	0.00	\$0.00	35.00	\$16,625.00	35.00	\$16,625.00
29	Trench Safety, complete in place, the sum of:	L.F.	333	\$ 6.50	\$2,164.50	0.00	\$0.00	198.00	\$1,287.00	198.00	\$1,287.00
General Items Total:					\$733,574.50		\$51,399.88		\$451,838.21		\$503,238.09



ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL	QUAN. THIS PERIOD	TOTAL THIS PERIOD	QUAN. PREVIOUS PERIOD	TOTAL PREVIOUS PERIOD	TOTAL QUAN. TO DATE	TOTAL AMOUNT TO DATE
SUPPLEMENTAL ITEMS											
30	Install long side sewer service, complete in place, the sum of:	EA.	1	\$ 1,500.00	\$1,500.00	0.00	\$0.00	1.00	\$1,500.00	1.00	\$1,500.00
31	Install short side sewer service, complete in place, the sum of:	EA.	1	\$ 1,100.00	\$1,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
32	Install long side water service, complete in place, the sum of:	EA.	1	\$ 1,500.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
33	Install short side water service, complete in place, the sum of:	EA.	2	\$ 1,100.00	\$2,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
34	2" Type D HMAC overlay, including tack coat, complete in place, the sum of:	S.Y.	120	\$ 22.00	\$2,640.00	64.00	\$1,408.00	0.00	\$0.00	64.00	\$1,408.00
35	8" Type A HMAC black base, complete in place, the sum of:	S.Y.	150	\$ 79.00	\$11,850.00	166.22	\$13,131.38	0.00	\$0.00	166.22	\$13,131.38
36	Additional 1-1/2" aggregate per TxDOT Item 247, Type A, complete in place, the sum of:	C.Y.	100	\$ 95.00	\$9,500.00	0.00	\$0.00	185.88	\$17,658.60	185.88	\$17,658.60
37	Additional 1" aggregate per TxDOT Item 247, Type A, complete in place, the sum of:	C.Y.	100	\$ 99.00	\$9,900.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
38	Cement Stabilized Sand, complete in place, the sum of:	C.Y.	50	\$ 75.00	\$3,750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Supplemental Items Total:					\$43,940.00		\$14,539.38		\$19,158.60		\$33,697.98
CHANGE ORDER ITEMS											
CO1-1	Bid Item No. 3 - Recycled Cement Stabilized Base Course, 6" minimum depth, including the removal of any excess	SY	-7500	\$ 13.50	-\$101,250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
CO1-2	Bid Item No. 4 - Cement for Base Course (7.5% by weight), complete in place, the sum of:	TON	-152	\$ 345.00	-\$52,440.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
CO1-3	Bid Item No. 6 - Prime Coat, complete in place, the sum of:	GAL	-2600	\$ 5.00	-\$13,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
CO1-4	Bid Item No. 18 - Proposed 18" HDPE storm sewer including bedding and backfill, complete in place, the sum of:	LF	40	\$ 80.00	\$3,200.00	0.00	\$0.00	38.00	\$3,040.00	38.00	\$3,040.00
CO1-5	Bid item No.19 - Proposed 24" HDPE storm sewer including bedding and backfill, complete in place, the sum of:	LF	35	\$ 95.00	\$3,325.00	0.00	\$0.00	33.00	\$3,135.00	33.00	\$3,135.00
CO1-6	Bid item No.20 - Proposed Type A inlet, complete in place, the sum of:	EA.	1	\$ 3,800.00	\$3,800.00	0.00	\$0.00	1.00	\$3,800.00	1.00	\$3,800.00
CO2-1	Proposed 12"x12" precast concrete storm sewer catch basin including bedding and backfill, complete in place, the sum of:	EA.	1	\$ 3,200.00	\$3,200.00	1.00	\$3,200.00	0.00	\$0.00	1.00	\$3,200.00
CO2-2	Proposed 4" HDPE storm sewer including bedding and backfill, complete in place, the sum of:	L.F.	3	\$ 75.00	\$225.00	3.00	\$225.00	0.00	\$0.00	3.00	\$225.00
Change Order Items Total:					-\$156,365.00		\$3,425.00		\$9,975.00	0.00	\$13,400.00
						BASE BID ITEMS TO DATE:		\$503,238.09			
						SUPPLEMENTAL ITEMS TO DATE:		\$33,697.98			
						CHANGE ORDER ITEMS TO DATE:		\$13,400.00			
						TOTAL INSTALLATIONS TO DATE:		\$550,336.07			
						10% RETAINAGE TO DATE:		\$55,033.61			
						LESS PREVIOUS PAY ESTIMATES:		\$432,874.63			
						TOTAL AMOUNT DUE PAY ESTIMATE NO. 4:		\$62,427.83			

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
City of Piney Point
7660 Woodway Dr.
Houton, TX 77063
FROM CONTRACTOR:
AAA Asphalt Paving, Inc.
19155 Circle Lake Dr.
Pinehurst, TX 77362
CONTRACT FOR:

PROJECT: 2023 Paving Improvements APPLICATION NO Four (4)

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

PERIOD TO: March 2025

VIA ARCHITECT:
PROJECT NOS: 10387175

CONTRACT DATE 1-2025

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

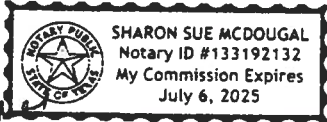
1. ORIGINAL CONTRACT SUM	\$	777,514.50
2. Net change by Change Orders	\$	(152,940.00)
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	624,574.50
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	550,336.07
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	55,033.61
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	55,033.61
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	495,302.46
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	432,874.63
8. CURRENT PAYMENT DUE	\$	62,427.83
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	129,272.04

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		(\$156,365.00)
Total approved this Month	\$3,425.00	
TOTALS	\$3,425.00	(\$156,365.00)
NET CHANGES by Change Order	\$152,940.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: AAA Asphalt Paving, Inc.

By: Michael D. Hoffman Date: 4-22-25
Michael D. Hoffman, President
State of: TEXAS County of:
Subscribed and sworn to before me this
Notary Public:
My Commission expires: X Sharon Sue McDougal



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G703

APPLICATION NO: **Four (4)**
APPLICATION DATE: **03/12/25**

PERIOD TO: 03/01/25

ARCHITECT'S PROJECT NO: 0

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

**Monthly Qtys.
City of Piney Point
2023 Paving Improvements**

Item #	Description	Qty	Unit	Unit Price	Bid Amount	Qty	Dec \$	Qty	Jan \$	Qty	Feb \$	Qty	Mar \$
1	Traffic Control	1	LS	10,000.00	10,000.00	0.50	5,000.00	0.00	0.00		0.00	0.5	5,000.00
2	SWP3 Plan	1	LS	15,000.00	15,000.00	0.50	7,500.00	0.00	0.00		0.00	0.5	7,500.00
3	Stabilized base	8,500	SY	13.50	114,750.00		0.00	3685.36	49,752.36	4210.83	56,846.21		0.00
4	Cement for Base Course	173	Ton	345.00	59,685.00		0.00	40.00	13,800.00	44	15,180.00		0.00
5	Type D 2" HMAC	7,700	SY	22.00	169,400.00		0.00	1732.20	38,108.40	3823.12	84,108.64	1749.89	38,497.58
6	Prime Coat	3,000	Gal	5.00	15,000.00		0.00	484.82	2,424.10	1432.62	7,163.10		0.00
7	Concrete Point Repair	210	SY	155.00	32,550.00		0.00	224.88	34,856.40	14.88	2,306.40	0.66	102.30
8	Remove and Replace Concrete Driveway 6"	135	SY	175.00	23,625.00		0.00	98.31	17,204.25	3.85	673.75		0.00
9	Concretet Curb 6"	50	LF	25.00	1,250.00		0.00	54.50	1,362.50		0.00	12	300.00
10	Remove Reinstall Port Mail Boxes	3	EA	500.00	1,500.00		0.00		0.00		0.00		0.00
11	Temporary Driveways	5	EA	250.00	1,250.00		0.00	1.00	250.00		0.00		0.00
12	Remove and dispose storm sewer	450	LF	28.00	12,600.00		0.00	412.00	11,536.00		0.00		0.00
13	Remove and dispose storm sewer inlet	8	EA	950.00	7,600.00		0.00	6.00	5,700.00		0.00		0.00
14	Grout fill existing Storm Sewer	4	CY	350.00	1,400.00		0.00	4.00	1,400.00		0.00		0.00
15	Remove storm sewer incl grate	2	EA	750.00	1,500.00		0.00	1.00	750.00		0.00		0.00
16	15" SDR26 PVC	110	LF	80.00	8,800.00		0.00	104.00	8,320.00		0.00		0.00
17	18" RCP Storm Sewer	108	LF	120.00	12,960.00		0.00	80.00	9,600.00		0.00		0.00
18	18" HDPE Storm Sewer	70	LF	80.00	5,600.00		0.00	68.00	5,440.00		0.00		0.00
19	24" HDPE Storm Sewer	120	LF	95.00	11,400.00		0.00	118.00	11,210.00		0.00		0.00
20	Type A Inlet	7	EA	3,800.00	26,600.00		0.00	7.00	26,600.00		0.00		0.00
21	Flat Top Storm Sewer Manhole	1	EA	7,500.00	7,500.00		0.00	1.00	7,500.00		0.00		0.00
22	Tie-In Storm Sewer to Inlet	2	EA	1,800.00	3,600.00		0.00	4.00	7,200.00	-1	-1,800.00		0.00
23	Concrete Collar Storm Sewer Connection	1	EA	2,000.00	2,000.00		0.00	1.00	2,000.00		0.00		0.00
24	Yard Drain Connections	8	EA	675.00	5,400.00		0.00	9.00	6,075.00		0.00		0.00
25	8" SDR26 PVC Yard Drain	50	LF	55.00	2,750.00		0.00	20.62	1,134.10		0.00		0.00
26	Tree Protection	310	LF	5.00	1,550.00	310.00	1,550.00		0.00		0.00		0.00
27	Root Pruning	225	LF	14.00	3,150.00	225.00	3,150.00		0.00		0.00		0.00
28	Clearance Prune	35	EA	475.00	16,625.00	35.00	16,625.00		0.00		0.00		0.00
29	Trench Safety	3,633	LF	6.50	2,164.50		0.00	198.00	1,287.00		0.00		0.00
30	Install long side sewer service	1	EA	1,500.00	1,500.00		0.00	1.00	1,500.00		0.00		0.00
31	Install short side sewer service	1	EA	1,100.00	1,100.00		0.00		0.00		0.00		0.00
32	Install long side water service	1	EA	1,500.00	1,500.00		0.00		0.00		0.00		0.00
33	Install short side of water service	2	EA	1,100.00	2,200.00		0.00		0.00		0.00		0.00
34	Type D 2" HMAC	120	SY	22.00	2,640.00		0.00		0.00		0.00	64	1,408.00
35	Type A HMAC 8"	150	SY	79.00	11,850.00		0.00		0.00		0.00	166.22	13,131.38
36	Additional 1.5" aggregate	100	CY	95.00	9,500.00		0.00	69.93	6,643.35	115.95	11,015.25		0.00
37	Additional 1" aggregate	100	CY	99.00	9,900.00		0.00		0.00		0.00		0.00
38	Cement Stabilized Sand	50	CY	75.00	3,750.00		0.00		0.00		0.00		0.00
C.O. 2	12 x 12 catch basin	1	EA	3,200.00	3,200.00		0.00		0.00		0.00	1	3,200.00
C.O. 2	HDPE 4" Storm Sewer	3	LF	75.00	225.00		0.00		0.00		0.00	3	225.00
Total Contract Price:					624,574.50		33,825.00		271,653.46		175,493.35		69,364.26
							10% Retainage (\$3,382.50)		(\$27,165.35)		(\$17,549.33)		(\$6,936.43)
					Total Due This Period		\$ 30,442.50		298,818.81		157,944.01		62,427.83

AAA Asphalt Paving Inc.

CONTRACTOR AFFIDAVIT FOR PARTIAL PAYMENT

STATE OF TEXAS

COUNTY OF HARRIS COUNTY

BEFORE ME, the undersigned authority, on this day personally appeared, Michael D. Hoffman the President of AAA Asphalt Paving Inc. CONTRACTOR has performed labor and furnished materials pursuant to that certain Contract entered into on 1/2025, by and between AAA Asphalt Paving, Inc. and City of Piney Point for the erection, construction, and completion of certain improvements and/or additions upon following described premises, to wit:

Job Name: City of Piney Point - 2023 Paving Improvements

Amount: Sixty-two thousand four hundred twenty-seven dollars and 83 cents

(\$62,427.83)

The undersigned, being by me duly sworn, states upon oath that the materials supplied in connection with CONTRACTOR's invoice, represents the actual cost of sound materials that have been or will be fabricated into the work in compliance with the agreed to plans and specifications (and all authorized changes thereto).

The undersigned further states that as of the Application Date, CONTRACTOR has paid all bills and claims for materials supplied in connection with the aforesaid Payment.

This affidavit is being made by the undersigned realizing that this is in reliance upon the truthfulness of the statements contained herein that a payment under said Contract is being made, and in consideration of the disbursement of the said payment.

Executed this 22nd day of April 2025

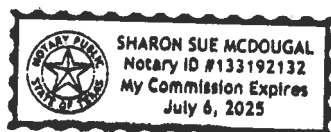
AAA Asphalt Paving, Inc.

Michael D. Hoffman
Michael D. Hoffman, President

STATE OF TEXAS

COUNTY OF MONTGOMERY

Subscribed and sworn to before me, the undersigned authority, on this 22nd day of April 2025, to certify which, witness my hand and seal of office.



Sharon Sue McDougal
Notary Public, State of Texas
My commission expires: July 6, 2025



April 21, 2025

Mr. Bobby Pennington
City of Piney Point Village
7660 Woodway, Suite 460
Houston, TX 77063

Re: South Piney Point Road Improvements
City of Piney Point Village
HDR Job No. 10420849

Dear Mr. Pennington:

Enclosed please find one copy of the following items for the above referenced project:

1. On Par Civil Services - Pay Estimate No. 2.

The amount of the Pay Estimate No. 2 is **\$15,205.67**. The total billing for the project represents 100.00% of the contract amount.

HDR Engineering, Inc. has reviewed this application and recommends payment of said application.

If you have any questions, please call me.

Sincerely,

HDR ENGINEERING, INC.

A handwritten signature in blue ink that reads 'John Peterson'.

John Peterson, P.E., CFM
City Engineer

APPLICATION FOR PAYMENT NUMBER:2

PROJECT: South Piney Point Road Improvements

CONTRACTOR: On Par Civil Services, LLC, 1220 Blalock Road, Suite 300 Houston, Texas 77055

OWNER: City of Piney Point Village

OWNERS PROJECT NO: _____

ENGINEERS PROJECT NO: 10420849

PAY PERIOD FROM: March 1, 2025 TO: March 31, 2025

ORIGINAL CONTRACT SUM:	\$ 44,056.65
NET CHANGE BY CHANGE ORDER:	\$ -
CONTRACT SUM TO DATE:	\$ 44,056.66
RELEASE 10% RETAINAGE:	\$ 4,405.67
LESS PREVIOUS PAYMENTS:	\$ 28,850.99
AMOUNT DUE THIS APPLICATION:	<u>\$ 15,205.67</u>

ACCOMPANYING DOCUMENTATION:

Engineer's Estimate No. 2

ENGINEER'S CERTIFICATION:

PAYMENT OF THE ABOVE AMOUNT DUE THIS APPLICATION IS RECOMMENDED

DATE: 4/21/2025

HDR Engineering, Inc.



John Peterson, P.E., CFM
City Engineer

ITEM NO.	DESCRIPTION OF WORK	UNIT	QUAN.	UNIT PRICE	TOTAL	QUAN. THIS PERIOD	TOTAL THIS PERIOD	QUAN. PREVIOUS PERIOD	TOTAL PREVIOUS PERIOD	TOTAL QUAN. TO DATE	TOTAL AMOUNT TO DATE
PAVING											
1	Traffic Control, Complete In Place	LS	1	7,500	\$7,500.00		\$7,500.00	1.00	\$7,500.00	1.00	\$7,500.00
2	Thermoplastic pavement markings, 4" white, including surface preparation and priming, complete in place	LF	6600	1.35	\$8,910.00		\$8,910.00	6600.00	\$8,910.00	6600.00	\$8,910.00
3	Thermoplastic pavement markings, 4" yellow, including surface preparation and priming, complete in place	LF	4100	1.35	\$5,535.00		\$5,535.00	4100.00	\$5,535.00	4100.00	\$5,535.00
4	Thermoplastic pavement markings, 24" white, including surface preparation and priming, complete in place	LF	95	12.15	\$1,154.25		\$1,154.25	95.00	\$1,154.25	95.00	\$1,154.25
5	8" White Solid Type 1 (Thermoplastic), W/Type 2 C- R Markers and Non-Reflectorized White Traffic Buttons	LF	380	8.10	\$3,078.00		\$3,078.00	380.00	\$3,078.00	380.00	\$3,078.00
6	Thermoplastic pavement marking, yellow paint along esplanade curb, including surface preparation and priming, complete in place	LF	200	2.10	\$420.00		\$420.00	200.00	\$420.00	200.00	\$420.00
7	Thermoplastic pavement markings, ONLY, including surface preparation and priming, complete in place	EA	2	243.00	\$486.00		\$486.00	2.00	\$486.00	2.00	\$486.00
8	Thermoplastic pavement markings, ARROW, including surface preparation and priming, complete in place	EA	2	243.00	\$486.00		\$486.00	2.00	\$486.00	2.00	\$486.00
9	Raised reflective pavement markers, Type II-C-C, complete in place	LF	554	8.10	\$4,487.40		\$4,487.40	554.00	\$4,487.40	554.00	\$4,487.40
10	Ordering and Installation of TC-600 Radar Speed Sign from Radrsign	EA	2	6,000.00	\$12,000.00	2	\$0.00	0.00	\$0.00	2.00	\$12,000.00
TOTAL AMOUNT					\$44,056.65		\$32,056.65		\$32,056.65		\$44,056.65

TOTAL AMOUNT TO DATE	\$44,056.66
10% RETAINAGE TO DATE:	\$4,405.67
LESS PREVIOUS PAY ESTIMATES:	\$28,850.99
TOTAL AMOUNT DUE PAY ESTIMATE NO. 2	\$15,205.67

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2

TO : HDR
City of Piney Point
Owner: 4828 Loop Central Drive

PROJECT: S. Piney Point
Road Improvements

APPLICATION NO: 2

APPLICATION DATE: 3/31/25

PERIOD FROM: 12/31/24

PERIOD TO: 3/31/25

PROJECT NO: HDR

CONTRACT DATE: November 13, 2024

Distribution to:

☒ OWNER
☒ ARCHITECT
☒ ENGINEER
☒ CONTRACTOR

FROM CONTRACTOR: On Par Civil Services, LLC
1220 Blalock Road Suite 300
Hou, Tx 77055

ARCHITECT: HDR
Engineer:

CONTRACT FOR: Outfall Reconstruction

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 44,056.65
2. Net Change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (LINE 1 + 2) \$ 44,056.65
4. TOTAL COMPLETED & STORED TO DATE \$ 44,056.65
(Column G on G703)
5. RETAINAGE:
a. 10% of Completed Work \$ 0.00
(Column D + E on G703)
b. 0% of Stored Material \$ 0.00
(Column F on G703)
Total Retainage (Lines 5a + 5b or
Total in Column I of G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE \$ 44,056.65
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 28,850.99
(Line 6 from Prior Certificate)
8. CURRENT PAYMENT DUE \$ 15,205.66
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00
(Line 3 Less Line 6)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: On Par Civil Services, LLC

By: Eddie G Breedlove
Project Manager

Date: 3/31/25

State of: Texas
County of:
Subscribed and sworn to before me on:
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified).

ARCHITECT: 0

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

PROJECT:

S. Piney Point

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply

Application No:

2

Application Date:

03/31/25

Period To:

03/31/25

Project No:

HDR

A	B	C			D	E	F	G
ITEM NO.	DESCRIPTION OF WORK 0.00	Quantity	Cost Per Unit	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATIONS	THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE
BASE BID General Bid Items								
1	Traffic Control, Complete In Place	1.00	\$7,500.00	\$ 7,500.00	\$ 7,500.00			\$ 7,500.00
2	Thermoplastic pavement markings, 4" white, including surface preparation and priming, complete in place	6,600.00	\$1.35	\$ 8,910.00	\$ 8,910.00			\$ 8,910.00
3	Thermoplastic pavement markings, 4" yellow, including surface preparation and priming, complete in place	4,100.00	\$1.35	\$ 5,535.00	\$ 5,535.00			\$ 5,535.00
4	Thermoplastic pavement markings, 24" white, including surface preparation and priming, complete in place	95.00	\$12.15	\$ 1,154.25	\$ 1,154.25			\$ 1,154.25
5	8" White Solid Type 1 (Thermoplastic), W/Type 2 C-R Markers and Non-Reflectorized White Traffic Buttons	380.00	\$8.10	\$ 3,078.00	\$ 3,078.00			\$ 3,078.00
6	Thermoplastic pavement marking, yellow paint along esplanade curb, including surface preparation and priming, complete in place	200.00	\$2.10	\$ 420.00	\$ 420.00			\$ 420.00
7	Thermoplastic pavement markings, ONLY, including surface preparation and priming, complete in place	2.00	\$243.00	\$ 486.00	\$ 486.00			\$ 486.00
8	Thermoplastic pavement markings, ARROW, including surface preparation and priming, complete in place	2.00	\$243.00	\$ 486.00	\$ 486.00			\$ 486.00
9	Raised reflective pavement markers, Type II-C-C, complete in place	554.00	\$8.10	\$ 4,487.40	\$ 4,487.40			\$ 4,487.40
10	Ordering and Installation of TC-600 Radar Speed Sign from Radrsign	2.00	\$6,000.00	\$ 12,000.00		\$ 12,000.00		\$ 12,000.00
				\$ 44,056.65	\$ 32,056.65	\$ 12,000.00	\$ -	\$ 44,056.65

Change Orders

1				\$ -		\$ -	\$ -
2				\$ -	\$ -	\$ -	\$ -
Sub Total Change Orders				\$ -	\$ -	\$ -	\$ -
GRAND TOTAL				\$44,056.65	\$ 32,056.65	\$ 12,000.00	\$ 44,056.65

Change Orders Pending		
1		\$ -
2		
3		
4		
5		
Total Change Orders Pending		\$ -

Check Refund Request

(Temporary Certificate of Occupancy)

Date Request: 04/22/2025	Check Request Amount: \$25,000.00	Trans Code: Incode
Original Check Received Date: 12/12/2024	Original Check Processed Date: 12/12/2024	Property Address: 11321 Greenvale Road (New Single Family Home)
Permit #: Incode; P# 19210	Applicant Name: Cyndi Robinson	Contact Phone Number: Cyndi Robinson (405) 517-8761 Cell Phone
Builder Contact Name and Address: Thompson Custom Homes 1414 Woodvine Houston, Texas 77055 (832) 327-0197 Cell	Original Resident Address: Originally a spec house and then sold as a custom.	*Notes: The builder paid the temp deposit by check. The Temporary Certificate of Occupancy expired on February 3rd, 2025 . The final As Built Topo was approved by HDR Engineering on April 1st, 2025 . The builder has now completed the construction and met all requirements of the city. Letter on file from builder.
Builder Phone & E-Mail; Cyndi Robinson (405) 517-8761 Cell Phone (832) 327-01967 Main	Resident Name Unknown	Original Permit Number: P# 19210
Original Receipt Transaction Receipt: #00028966 Trans: # 110.0000 Term: 998 Ref: CK# 54541 Date: 12/12/2025 Time: 04:00 p.m.	Notes; See the attached copy of the check and receipt.	Make Check Payable: Thompson Custom Homes 1414 Woodvine Houston, Texas 77055 [REDACTED]
	Check Date:	Account Number:
	Check Number:	Approved By:
Requested by : Annette Arriaga	Recommend a refund back to the builder. The builder has to add additional drainage for the neighbor to accommodate his drainage issues.	Check Refund Amount \$25,000.00 Temp Certificate of Occupancy Deposit



City of Piney Point Village

7660 WOODWAY DR., SUITE 460
HOUSTON, TX 77063

TELEPHONE (713) 782-0271
FAX (713) 782-0821

Tuesday, December 17th, 2024

Thompson Custom Homes
1414 Woodvine Drive
Houston, Texas 77055

RE: Temporary Certificate of Occupancy

Ref: 11321 Greenvale Drive, Houston, Texas 77024. (City of Piney Point Village)

The City of Piney Point Village is issuing a Temporary Certificate of Occupancy, authorizing your occupancy of **11321 Greenvale Drive** before the completion of the final City checklist.


Your signature below indicates that you have agreed to complete all City requirements within the next (45) days. Specifically, you agree that the \$25,000 fiscal security posted to the city will serve as security to the city that the following items will be completed no later than the end of the day, **Monday, February 3rd, 2025**.

- Drainage Final
- Driveway/Flatwork
- Final As Built Topo
- Fence Final
- Irrigation Final
- Memorial Village Water Authority Approval on the Clean Out
- Outdoor Landscape Lighting
- Pool Electrical Final
- Pool Final
- Tree Final


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

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

Sincerely,


Robert Pennington
City Administrator/City of Piney Point Village

Agreed: (Builder) John Niederhofer





Wednesday, April 16, 2025

Annette Arriaga
Building Official
City of Piney Point Village
7660 Woodway Dr, Suite 460
Houston, TX 77063

Re: 11321 Green Vale as-built timeline

Dear Ms. Arriaga,

Per your request, we have gathered details regarding the timeline the Certificate of Occupancy for this project. The next page contains a timeline of events beginning with the Temporary Certificate of Occupancy through the approval of the as-built.

As you will see, we have consistently worked toward meeting Piney Point's requirements for the Certificate of Occupancy. There have been some delays out of our control, including...

- Holiday schedule of the surveyor and civil engineer – they were shut down for 2 weeks
- An unexpected city-required modification of the drainage grate and grading in the city easement to appease the neighbor

We hope that this will answer the questions you may have regarding our work on completing this project. Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John Niederhofer', with a long horizontal flourish extending to the right.

John Niederhofer
Project Manager



AS-BUILT TIMELINE | 11321 Green Vale Dr.

December 17	Received Temporary Certificate of Occupancy from Piney Point (Note: all exterior inspections other than pool, drainage and tree finals were also complete at this time)
December 23-January 5	Civil engineer and survey company closed for the holiday, delaying revision (14 days)
January 7	Submitted plan revision removing pool decking that we did not install
January 16	Plan revision approved (9 days)
January 20	Submitted as-built first time (was never formally rejected)
February 4	Received an email from Aaron Croley listing issues with the as-built, citing minor labeling issues. More importantly, the city engineer asked us to lower the storm sewer inlet in the city ROW and re-grade the yard to it. Please note: the grate was installed two years prior at a city-approved elevation. The city paid the invoice for lowering the grate, but we were left with a substantial cost to pull up a large area of sod, re-grade to the lowered inlet and install new sod. (15 days)
February 4-18	Met with contractors, coordinated work and executed lowering of grate, grade and sod (14 days)
February 20	Surveyor re-surveyed changes described above
March 3	Submitted as-built second time
March 14	As-built rejected due to file a size that was not to scale (11 days)
March 17	Submitted as-built third time
April 1	As-built approved (15 days)



City of Piney Point Village

7660 WOODWAY DR., SUITE 460
HOUSTON, TX 77063

TELEPHONE (713) 782-0271
FAX (713) 782-0821

CITY OF PINEY POINT VILLAGE

Certificate of Occupancy



THIS FORM WAS PRINTED ON 4/16/2025

11321 GREEN VALE DRIVE

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

PROJECT #: 19210

OCCUPATION TYPE: NEW SINGLE
FAMILY

PROPERTY OWNER: J AND B TRUST

BUILDER/CONTRACTOR NAME: THOMPSON CUSTOM HOMES

PROJECT COMPLETION DATE: April 1, 2025

(APPROVED BY)

(DATE)

Annette R. Arriaga

Director of Planning, Development & Permits

City Building Official

© 2015 PINEY POINT VILLAGE



April 1, 2025

Albert A. Syzdek Jr.
Probstfeld & Associates
515 Park Grove Drive, Suite 102
Katy, Texas 77450

Re: On-Going Services
As-Built Review of 11321 Green Vale Drive – **Second Submittal**
Piney Point Village, Texas
HDR Job No. 10420850

Dear Mr. Syzdek,

We are in receipt of the As-Built Drainage Plan for the above referenced address, dated 2/27/2025. Based on the submitted elevations, as well as your review and statement that the plan conforms to the approved drainage plan, the City interposes no objection to the as-built drainage plan. Please note, this does not necessarily mean that the entire plans, including all supporting data and elevations, have been completely checked and verified. However, the plan is signed, dated, and sealed by both a Professional Land Surveyor and a Professional Engineer, both of which are registered to practice in the State of Texas, which therefore conveys their professional responsibility and accountability.

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

Sincerely,

HDR Engineering, Inc.

Aaron Croley, P.E., CFM
Project Engineer

cc: Annette Arriaga – City of Piney Point Village

Check Refund Request

(Temporary Certificate of Occupancy)

Date Request: 04/22/2025	Check Request Amount: \$25,000.00	Trans Code: Incode
Original Credit Card Received Date: 12/30/2024	Original Credit Card Processed Date: 12/30/2024	Property Address: 215 Hedwig Road (New Single-Family Home)
Permit #: Incode; P# 18941	Applicant Name: Philip Robbins w/ Bently Custom Homes	Contact Phone Number: Philip Robbins [REDACTED]
Builder Contact Name and Address: Bently Custom Homes 5233 Bellaire Suite 310 Bellaire, Texas 77401 [REDACTED]	Original Resident Address: Custom Build	*Notes: The resident paid the temp deposit by credit card. The builder applied for the Temporary Certificate of Occupancy. The Temporary Certificate of Occupancy expired on March 3 rd , 2025. The final As Built Topo was approved by HDR Engineering on [REDACTED]. The builder has now completed the construction and met all the requirements of the city. Letter on file from builder.
Builder Phone & E-Mail; Philip Robbins [REDACTED]	Resident Name Darrell R. & Peggy Delahoussaye	Original Permit Number: P# 18941
Original Receipt Transaction Receipt: #00029072 Trans: # 110.0000 Term: 998 Ref#: AMEX Date: 12/12/2025 Time: 04:00 p.m.	Notes; See the attached copy of the check and receipt.	Make Check Payable: Darrell R. Delahoussaye 215 Hedwig Road Houston, Texas 77024 [REDACTED]ell
	Check Date:	Account Number:
	Check Number:	Approved By:
Requested by : Annette Arriaga	[REDACTED] There were some issues with the pool and deck elevations as it relates to drainage requirement/criteria. The builder had to seek relief from the city. Additional corrections had to be made.	Check Refund Amount \$25,000.00 Temp Certificate of Occupancy Deposit



City of Piney Point Village

7660 WOODWAY DR., SUITE 460
HOUSTON, TX 77063

TELEPHONE (713) 782-0271
FAX (713) 782-0821

Thursday, January 16, 2025

Bentley Custom Homes
5233 Bellaire Suite 310
Bellaire, Texas 77401
(713) 592-0180 and/or (281) 850-6099

RE: Temporary Certificate of Occupancy

Re: 215 Hedwig Road, Houston, Texas 77024 (City of Piney Point Village)

The City of Piney Point Village is issuing a Temporary Certificate of Occupancy authorizing your occupancy of 215 Hedwig Road before the completion of the final construction.

Your signature below indicates that you have agreed to complete all City requirements within the next (45) days. Specifically, you agree that the \$25,000 fiscal security posted to the city will serve as security to the city that the following items will be completed no later than the end of the day Monday, March 3rd, 2025:

- | | |
|---------------------------|------------------------------------|
| * Decking | * Memorial Village Water Authority |
| * Drains/Final | Approved on the Clean Out |
| * Driveway Paving/Final | * Pool/Final |
| * Electrical/Final (Pool) | * Free Final |
| * Final As Built Tops | |
| * Fence/Final | |
| * Irrigation/Final | |

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

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

Sincerely,

Robert Pennington
City Administrator/City of Piney Point Village

Agreed: (Builder) Philip A. Robbins

Agreed: (Resident) Darrell Delahoussaye

1-17-25



5233 Bellaire Blvd., Suite B #310
Bellaire, Texas 77401
[REDACTED]

To Whom It May Concern:

I am Philip Robbins with Bentley Custom Homes, and I am writing you this letter on behalf of the owners Darrell & Peggy Delahoussaye, of 215 Hedwig, regarding the extra few weeks it took to get final approval, of the final survey and topography. At the owner's request, it took more time than allotted, to get all approvals, as they asked their pool company to raise the deck of the pool several inches, to be flush with their back patio. Their pool company did not get this approved prior to doing the work.

Darrell has recently been dealing with difficulties walking with health issues and chemotherapy. He therefore did not want to have this step down. You can ask Annette, the owners and I have been diligent in pursuing the final approvals with much correspondence with her, the surveyors and the drainage engineers. We never paused in our efforts to resolve the issues and meet the requirements.

Thank you

Philip Robbins



March 28, 2025

Albert A. Syzdek Jr.
Probstfeld & Associates
515 Park Grove Drive, Suite 102
Katy, Texas 77450

Re: On-Going Services
As-Built Review of 215 Hedwig – Fourth Submittal
Piney Point Village, Texas
HDR Job No. 10420850

Dear Mr. Syzdek,

We are in receipt of the As-Built Drainage Plan for the above referenced address, dated 3/18/2025. Based on the submitted elevations, as well as your review and statement that the plan conforms to the approved drainage plan, the City interposes no objection to the as-built drainage plan, contingent upon the following:

- The pool deck and coping elevations on the southwest side of the house structure do not conform to City Ordinance Chapter 34 – Article IV. The engineer of record and the developer of this property acknowledge this nonconformance in the letter dated 3/4/2025, have appeared to mitigate the effects of the non-conformance with the existing drainage plan signed and sealed on 2/13/2024, and have indicated no adverse impact from the nonconformance to the drainage on the adjacent properties.

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

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

Sincerely,

HDR Engineering, Inc.

Aaron Croley, P.E., CFM
Project Engineer

cc: Annette Arriaga – City of Piney Point Village

PROBSTFELD & ASSOCIATES

PROFESSIONAL LAND SURVEYORS

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

DATE: March 4, 2025

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

RE: HDR Job No. 10420850 ~ 1% grade Appeal Request for As-Built Review of 215 Hedwig Road

Dear Ms. Arriaga,

We are in receipt of the second submittal as-built review of 215 Hedwig Road dated February 20, 2025. The site consists of 0.9183 acres of land with approximately 40.0% of total impervious coverage and located outside of any floodplain. There is a proposed 2-story residence with covered areas, pool, pool deck, concrete and gravel driveway, concrete walkways, gravel areas and mechanical pads. There is adequate drainage designed in and around the property that captures all the site runoff and does not allow any runoff to neighboring properties. The drainage system outfalls by gravity into an existing junction box in the right of way of Hedwig Road approximately at the middle portion of the front of the lot via a 12" pvc pipe.

This is a formal appeal to the fill ordinance, Section 34-122, which requires the limitation of fill on the property to maximum elevation equal to a 1% slope from the existing, preconstruction perimeter lot elevations along the pool area. The owner has a disability, and multiple steps are difficult to maneuver and is the reason for the design of an elevator at the residence. The elevations are to allow ingress and egress the home from the rear pool area. All other elevations have been addressed with comments while all remaining elevations are as designed per the city's drainage criteria.

The builder has addressed perimeter fill by constructing drainage swales that drain to constructed catch basins. All other elevations do meet the fill ordinance for the rest of the property and are only appealing the requirements in the ordinances for the hardscapes commented on above.

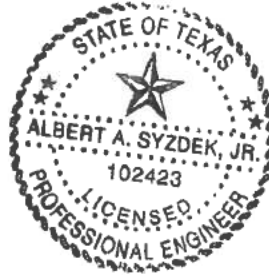
There are no concerns regarding the drainage with the addition of fill stated above since there is a proposed drainage system that will not create any adverse impacts on neighboring properties to the North, West and South.

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

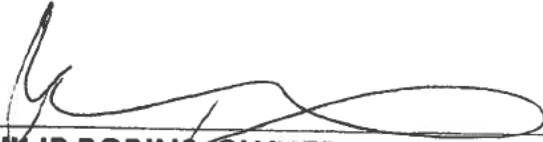
Regards,



3-4-25



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



PHILIP ROBINS, OWNER
Bentley Custom Homes





City of Piney Point Village

7660 WOODWAY DR., SUITE 460
HOUSTON, TX 77063

TELEPHONE (713) 782-0271
FAX (713) 782-0821

CITY OF PINEY POINT VILLAGE

Certificate of Occupancy



THIS FORM WAS PRINTED ON 4/22/2025

215 HEDWIG ROAD

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

PROJECT #: 18941

OCCUPATION TYPE: NEW SINGLE-FAMILY HOME

PROPERTY OWNER: DARRELL DELAHOUSSEY

BUILDER/CONTRACTOR NAME: BENTLEY CUSTOM HOMES

PROJECT COMPLETION DATE: MARCH 28, 2025

(APPROVED BY)

(DATE)

Annette Arriaga

Director of Planning, Development & Permits

HOBBY SCHOOL MPA “TEACHING CITY” APPRENTICESHIP PROGRAM

OUTLINE OF RESPONSIBILITIES

The Master of Public Administration program of the University of Houston Hobby School of Public Affairs (the “Hobby School”) wants to establish apprenticeships for its students within the City of Piney Point Village (“the City”). This MOU sets out the responsibilities among and between the Hobby School, the students, and the City. It will be a partnership between the Hobby School and the City, not just a placement.

The Responsibilities of the Hobby School:

- Present candidates for the City's review and approval based on its needs;
- Place two to four students with the City for a minimum of one semester;
- Pay the apprentices through the Hobby School;
- Develop a skills assessment for each student;
- Provide an orientation and follow-up sessions with the students;
- Enroll students in a three-hour course for credit if elected by the student; and
- Make available to the City a two-hour training session for supervisory staff and all other City employees on supervising and coaching.

The Responsibilities of the Apprentices:

- Attend an orientation and all follow-up sessions scheduled by the Hobby School
- Make presentations to the other students on what they have learned on the job.
- Work 25 hours per week on assignments specified by the City;
- Once or twice during each semester, make a short (five-to-ten-minute) presentation on a topic they are learning in school that they think would benefit the City;
- Complete the skills assessment at the beginning and at the end of the semester.
- Acknowledge that you will be acting as an independent contractor at your assigned City;
- Undertake to keep all confidential information confidential,
- Always act in a courteous and professional manner.
- If desiring credit enroll in the POLC 6391 internship course;

The Responsibilities of the City:

- Create a job description for the apprenticeship role.
- Assign students to at least two departments over the course of the semester.
- Define goals and expectations for the students and communicate these expectations to them, their supervisors, and their departments.
- Create opportunities for growth and learning. For example:
 - Micro-learning -- Offer 6 or more short 10-minute focused and interactive learning opportunities.

- Joint tasks
 - Joint tasks are longer learning opportunities that can take one to three hours, during which a member of the department works with the student to accomplish a task.
 - Have individuals other than the supervisor within the department develop these ideas and do the training.
- Give the students regular duties within their assigned department and have departmental personnel train them as needed.
 - Independent tasks
 - Students should be assigned real work on their own.
 - Departmental employees should design and review these.
- Identify material such as articles, standard operating procedures, and handbooks that the students should read over the course of the semester;
- Give constructive feedback on a regular basis, tying such feedback into departmental goals and expectations; and
- Make the supervisor available to each student for a reasonable amount of time so that they may ask questions and raise any concerns and problems.
- Note that the city is not being asked to accept any liability with regard to the students and the students' work.

Acknowledged:

City of Piney Point Village

Hobby School of Public Affairs

TO: City Council

FROM: R. Pennington, City Administrator

MEETING DATE: April 28, 2025

SUBJECT: Consideration and possible action regarding a resolution (RES 2025.04-A) appointing members to act on behalf of the city regarding legislative matters.

Agenda Item: 8

Informational Summary

The item was initially included in the Special Meeting scheduled for April 16; however, the meeting was canceled due to a lack of the required quorum. Additionally, the Council approved the Legislative Committee to address the legislative challenges faced by six municipalities, as outlined in resolution RES 2025.03-B, which passed on March 14. The extension of the proposed resolution is to formally appoint a representative(s) to act on behalf of the City, as necessary, to continue addressing these legislative challenges.

Purpose of the Committee

- Unified Legislative Response: The committee will evaluate and react to proposed legislation that may limit or modify the rules and regulations governing the Villages.
- Cooperative Effort: By establishing a unified body, the Villages intend to establish an efficient method of safeguarding their common interests.

Selection of the PPV Representatives:

- Formally appoint a representative to convey the needs of Piney Point that could be at risk due to the proposed legislation. This representative will be empowered to swiftly request modifications and address our concerns.

Next Steps

The committee could present key proposals and concerns regarding actions proposed by the Texas Legislature. These proposals would include recommendations from our representative for addressing the issues, guided by a selected city representative. The process may involve travelling to the capital to meet with important state representatives.

Attachment:

Resolution (RES 2025.04-A)

RESOLUTION NO. 2025.04-A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE, TEXAS, APPOINTING REPRESENTATIVES TO ADVOCATE ON BEHALF OF THE CITY IN LEGISLATIVE MATTERS.

WHEREAS, the Texas Legislature is currently in session, and

WHEREAS, certain proposed legislation may have a significant impact on municipalities across the state, including the City of Piney Point Village; and

WHEREAS, the City Council recognizes the importance of proactively representing and protecting the interests of the City in legislative affairs; and

WHEREAS, the City Council finds it necessary and appropriate to designate an official representative to act on behalf of the City in connection with such legislative matters;

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

SECTION 1. The findings and recitals set forth above are hereby adopted as true and correct and are incorporated herein for all purposes.

SECTION 2. [Insert Name] is hereby appointed as the City of Piney Point Village's official representative for legislative matters. Said representative is authorized and directed to communicate with state and local officials, advocate for the City's interests, and coordinate with the City Council and City staff as necessary to ensure effective representation in legislative affairs.

SECTION 3. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED on this 28th day of April 2025.

Aliza Dutt, Mayor

ATTEST:

Robert Pennington, City Administrator

TO: City Council

FROM: R. Pennington, City Administrator

MEETING DATE: April 28, 2025

SUBJECT: Discussion and possible action on acquiring an office security alarm system.

Agenda Item: 9

Summary

The City of Piney Point Village has obtained and reviewed three security system quotes for Council consideration regarding the installation of an office security alarm system. ADT Security proposes a comprehensive solution including intercoms, alarm access control, emergency panic buttons, and video services, with an installation cost of \$5,112.71 and a monthly fee of \$184.73. Kastle offers an advanced system featuring wireless entry release, electric locks, on-site recording, and panic buttons, with a higher installation cost of \$20,387.24 and a monthly service fee of \$520.00. Home Security Systems, INC provides a more basic setup with entry/exit monitoring and communication features, starting at \$1,775.00 for installation plus costs for additional systems, and a monthly fee of \$175.00 with added charges. Council is requested to review these proposals for selection and approval based on service scope, installation cost, and ongoing expenses, as well as discuss the current security system (BLINK) installed and monitored by the staff.

Attachment:

Quote Summary



City of Piney Point Village
7660 WOODWAY DR., SUITE 460
HOUSTON, TX 77063

TELEPHONE (713) 782-0271
FAX (713) 782-0821

Security Quote

The City of Piney Point Village has compiled a list of Security Quotes for Council Review.

ADT Security	Kastle	Home Security Systems, INC
<ul style="list-style-type: none">- Intercom Solution- Alarm Access Control- Protection Services- Two Door Solution- Keypad Reader- Command Solution- Emergency 2-button Panic- Video Services	<ul style="list-style-type: none">- Front Entry wireless release- Control Panels- Electric locks- Card reader- Kastle video cameras- Panic one button- On site recording	<ul style="list-style-type: none">- Security Control Pannel- Entry/ Exit- Release control- Communication system
Installation: \$5,112.71	Installation: \$20,387.24	Installation: \$1,775.00 + added systems
Monthly: \$184.73	Monthly \$520.00	Monthly \$175.00 + added fees

From: [Frederick Johnson Jr.](#)
To: [Bobby Pennington](#)
Cc: [City Hall](#); [Michelle Yi](#)
Subject: FW: Your ADT Security Proposal
Date: Thursday, March 20, 2025 1:11:36 PM
Attachments: [image001.png](#)

Hello,

Here is the updated quote with the adjustments made from our meeting with ADT this morning. Please note- the \$750 permit fee has been removed.



Frederick R. Johnson
Public Works/Code Enforcement
Manager
7660 Woodway Dr. Suite 460
Houston, TX 77063
713-203-6978 | fjohnson@pineypt.org
www.cityofpineypoint.com

From: ADT Security Services <adt@t.adt.com>
Sent: Thursday, March 20, 2025 12:01 PM
To: Frederick Johnson Jr. <fjohnson@pineypt.org>
Subject: Your ADT Security Proposal

What you love is one of a kind. Your protection should be too.

[\(832\) 710-0888](tel:8327100888)

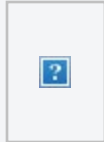


Dear Frederick Johnson,

Thank you for choosing ADT. Below is our proposal based on your business security needs as we discussed. Your new system will help you protect the

business you have worked so hard to build and will allow you to add even more features in the future! I look forward to setting up your installation. If you have any questions or concerns, please contact me.

Sincerely,
Baljeet Singh



6-month money-back guarantee

Your satisfaction is our #1 priority. Get all installation and monitoring fees refunded if ADT can't resolve your system or service concerns.*

*Certain restrictions may apply. See terms and conditions [here](#).

Proposal

Frederick Johnson
7660 Woodway Dr ste 460
Houston, TX 77063

ID: 121362880
Expires: 4/19/2025

Your Security Specialist

Baljeet Singh
t: [\(832\) 710-0888](tel:8327100888)
e: baljeetsingh@adt.com

Area Manager

Brock Mininger
t: [\(610\) 215-8269](tel:6102158269)
e: brockmininger@adt.com

Your Customized ADT Smart and Secure Plan

Intercom Solution	Install	Monthly
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HERE'S YOUR SYSTEM

1	[6502 BUSI ADT] - Good Package - Audio and Video	\$599.00	\$23.99
1	[JVS-1V] - [JVS-1V] -A/V Kit: 1 station[JV-DV],one 7" mstr/monitor[JV-1MD]strike cable & 1 pwr supply[PS-2420UL]	\$0.00	\$0.00
1	[RY-1824L] - Form C door release relay, 18-24V DC input	\$0.00	\$0.00
1	[487343] - 100' Cable - 22/4, PFL/CM, NP	\$0.00	\$0.00
System Plan Subtotal		\$599.00	\$0.00

REAL PROTECTION SERVICES

1	[6502 BUSI ADT] - Good Package - Audio and Video	\$0.00	\$23.99
Real Protection Services Subtotal		\$0.00	\$23.99

ADDITIONAL SAVINGS & DISCOUNTS

1	Smart Discounts / Equipment & Installation	(\$59.90)	(\$0.00)
Subtotal after savings & discounts		\$539.10	\$23.99

Alarm.com Access Control Solution**Install****Monthly****HERE'S YOUR SYSTEM**

1	[6306 CMD] - Two Door Solution	\$1800.00	\$49.07
1	[ADC-AC-LP1502-PSE] - Door Controller & Power Kit	\$0.00	\$0.00
1	[477967] - Battery 12V 7AH	\$0.00	\$0.00
1	[ADC-AC-CARD-50H4-SO1] - ISO EV2 4K Card with Slot Punch Marks (25 PACK ADC Smart Card)	\$0.00	\$0.00
1	[493494] - 100' Cable - 18/2c, FPLR/CMR, NP	\$0.00	\$0.00
2	[454652AWHA] - 100' - Shielded Cable 22/6	\$0.00	\$0.00
1	[71536100BL] - 100' Pre-terminated Cat 5 Cable	\$0.00	\$0.00
System Plan Subtotal		\$1,800.00	\$0.00

HERE'S YOUR ADDED TECH

2	[ADC-AC-ET25] - Keypad Reader with HF + Prox + Mobile	\$840.00	\$0.00
System & Added Tech Subtotal		\$2,640.00	\$0.00

REAL PROTECTION SERVICES

1	[6306 CMD] - Two Door Solution	\$0.00	\$49.07
Real Protection Services Subtotal		\$0.00	\$49.07

ADDITIONAL SAVINGS & DISCOUNTS

1	Smart Discounts / Equipment & Installation	(\$264.00)	(\$0.00)
	Subtotal after savings & discounts	\$2,376.00	\$49.07

Command Security Solution	Install	Monthly
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HERE'S YOUR SYSTEM

1	[HVP 8101 BUSI] - Complete: Command 7in Touchscreen	\$749.00	\$59.99
1	[ADC-VC727P] - 2MP Pro Series PoE Mini-Bullet, Perimeter Protection, 2.8mm, IR	\$0.00	\$0.00
1	[BUNDLE] - RF: 2 White Contacts, 1 Motion	\$0.00	\$0.00
2	[SIXCTA] - Door/Window Contact, 2-way Encrypted Wireless, White		
1	[SIXPIRA] - Motion Detector, 2-way Encrypted Wireless		
1	[AIOGENPAN] - Command 7in Touchscreen	\$0.00	\$0.00
1	[CELLGUARD] - LTE Plug-in Radio Module, AT&T or Verizon Carrier version	\$0.00	\$0.00
	System Plan Subtotal	\$749.00	\$0.00

HERE'S YOUR ADDED TECH

1	[SIXPANICA] - Emergency 2-button Panic, 2-way Encrypted Wireless	\$80.00	\$0.00
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1	[SW-SCM01N] - ADT Smart Chime	\$60.00	\$0.00
System & Added Tech Subtotal		\$889.00	\$0.00

ACTIVATION + PERMIT FEES

1	[APERMIT] - Municipal Police/Alarm Use Permit - Customer Responsibility	\$0.00	\$0.00
Activation + Permit Fees Subtotal		\$0.00	\$0.00

REAL PROTECTION SERVICES

1	[HVP 8101 BUSI] - Complete: Command 7in Touchscreen [SMB Control Complete]	\$0.00	\$59.99
Real Protection Services Subtotal		\$0.00	\$59.99

ADDITIONAL SAVINGS & DISCOUNTS

1	\$200 Off Complete (Min. Package Price is \$599)	(\$200.00)	(\$0.00)
1	20% off	(\$177.80)	(\$0.00)
1	Smart Discounts / Equipment & Installation	(\$102.24)	(\$0.00)
Subtotal after savings & discounts		\$408.96	\$59.99

Video Surveillance Solution	Install	Monthly
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HERE'S YOUR SYSTEM

1	[ADC-CSVR2108P-1X3TB] - 8 Channel Alarm.com Pro Series CSVR with 8 Built-In	\$799.00	\$25.00
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PoE Ports (3TB HDD)		
1	[ADC-CSVR2108P-1X3TB] - 8 Channel Alarm.com Pro Series CSV	\$0.00
	R with 8 Built-In PoE Ports (3TB HDD)	\$0.00
System Plan Subtotal		\$799.00
		\$0.00
HERE'S YOUR ADDED TECH		
2	[ADC-VC827P] - 2MP Pro Series PoE Vandal Dome, 2.8mm, IR	\$600.00
		\$0.00
System & Added Tech Subtotal		\$1,399.00
		\$0.00
REAL PROTECTION SERVICES		
1	[VideoService] - Video Services	\$0.00
		\$10.00
1	[ADC-CSVR2108P-1X3TB] - 8 Channel Alarm.com Pro Series CSV	\$0.00
	R with 8 Built-In PoE Ports (3TB HDD)	\$25.00
2	[ADC-VC827P] - 2MP Pro Series PoE Vandal Dome, 2.8mm, IR	\$0.00
		\$4.50
Real Protection Services Subtotal		\$0.00
		\$39.50
Total		
Estimated Taxes		\$389.65
		\$12.18
Total after savings & discounts		\$5,112.71
		\$184.73

Payment options

Pay all at once

\$5112.71

1 payment

*With 36 month monitoring contract. Early termination fees apply. For terms and pricing, [click here](#).

Monthly Monitoring Fee

\$ 184.73 /mo*

Let's get your installation scheduled!

Call or email Baljeet Singh.

[\(832\) 710-0888](tel:(832)710-0888)

baljeetsingh@adt.com

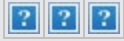


*Financing available for equipment and installation costs only. Financing available for well-qualified borrowers at 0% Annual Percentage Rate for a minimum of \$ up to a max limit of \$ for each approved application. First payment due upon equipment installation and subsequent payments in equal monthly installments for the term selected. 12, 24, 36, & 60- month terms available. Full remaining balance for equipment and installation due immediately upon termination of the related ADT services for ADT-provided financing. Third party financing options available for well-qualified borrowers. Not available in Puerto Rico.

To ensure you receive future ADT communications, please add adt@t.adt.com to your address book.

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| SERVICE AGREEMENT

City of Piney Point Village



7660 Woodway Dr. Suite 460
Houston, TX 77063

Issued:

April 8, 2025


Prepared By:


Michael Chan

E MChan@kastle.com

Houston, TX 77098

 www.kastle.com

 (713) 528-2700

 (713) 620-6770

THANK YOU

Thank you for considering Kastle Systems as your security provider. Since 1972, smart customers like you have chosen Kastle to protect the organization they have worked so hard to build. We are proud to protect the assets, people and property of our clients and our commitment to doing so has earned Kastle the privilege of becoming the Leader in Managed Security, protecting over 40,000 businesses nationwide.

OUR COMMITMENT TO YOU

Whether you are implementing a new security program or expanding your Kastle system, we are committed **to be your best service provider by making your security the most effective, efficient and convenient that it can be.**

We provide a unique service with a proven track record that combines people, process and technology to deliver 24x7 reliable protection. We offer a state-of-the-art integrated security system designed to fit your requirements which, depending on your needs, can include physical access control, intrusion detection, video surveillance, visitor management and environmental sensors, all backed by expert monitoring, maintenance, and reporting.

You will benefit from our ongoing investment in technology to continuously enhance our service so that your security program remains industry-leading. We are committed to deliver you a solution that is:

Response-focused – We will promptly address critical security alarms and system repair.

Reliable – Our systems are Underwriters Laboratories (UL) and The Monitoring Association (TMA) 5 Diamond certified to deliver industry-best performance, redundancy and resiliency.

Convenient – Kastle's cloud-based systems give you the flexibility to easily manage security from anywhere on any device with central visibility across multiple sites.

Simple – We design our systems to enhance the user experience by integrating the operations of security, building systems, occupant behavior, and administrative control to maintain security without complication.



KASTLE'S END-TO-END MANAGED SERVICE

Kastle is unique in its full service approach. When you install a Kastle system, you are not just adding hardware or software, but a resilient infrastructure supported by a dedicated, responsive, 24x7 team. Unlike others, Kastle brings together services for clients under one roof and with one team to ensure that there are no gaps in security, from design through daily operation.

Kastle provides the design, implementation, staffing, monitoring, programming, maintenance and system administration functions necessary to maintain optimal performance of your system on a daily basis, including:



Design: We create security solutions based on an expert assessment of your unique environment and needs.

Integrate: We partner with the leading manufacturers in our industry and can build open, standardized systems suited to you.

Install: We implement our designs using industry best practices, with minimal business interruption.

Maintain: Your system operates in peak condition because we repair, replace, and warranty our products – including free ongoing software upgrades.

Monitor: Our team of trained operators works in the industry's most advanced centers 24 x 7,

responding to critical signals that are reported to your administrators.

Protect: We take responsibility for security procedures, database management, and reporting on trends and events, delivering the highest level of preparedness.

Support: Kastle Systems' dedicated account managers work as your main point of contact while our tools and organization ensure we can always assist you quickly.

Safeguard: We strengthen your business continuity plans with redundancy in power, connectivity, support coverage, and data storage



SERVICE AGREEMENT

THIS SERVICE AGREEMENT is made by and between KASTLE SYSTEMS OF TEXAS LLC "Kastle" and City of Piney Point Village ("Customer" and sometimes "You") each individually referred to as a "Party" and collectively referred to as the "Parties"). Kastle provides state of the art security detection and access control systems and Customer desires to engage Kastle to provide the Services more fully described in the Scope of Work below.

IN CONSIDERATION of the mutual promises, agreements and consideration contained in this Agreement, Kastle and Customer agree as follows:

For: **City of Piney Point Village**

For: **KASTLE SYSTEMS OF TEXAS LLC**

Signature* _____

Signature _____

Print Name* _____

Print Name Kelley Bryant

Title* _____

Title Sr. Contracts Administrator

Date* _____

Date _____

Address* _____

Address

City* _____

Houston

State & Zip* _____

TX 77098

Phone* _____

Phone (713) 528-2700

Fax _____

Fax (713) 620-6770

Email* _____

Email kbryant@kastle.com

Billing Contact* _____

Lease
Expiration _____

Billing Contact
Title* _____

Billing Contact
Email* _____

Bill to Address (if different from above):

Street _____

City _____

State & Zip _____



SCOPE OF WORK

Kastle will furnish all labor, supplies, materials and equipment necessary to perform access and security monitoring services as described below upon such terms and conditions provided herein. The Services will be provided to the Customer at the Customer's property ("Premises") having an address indicated below.

A. Customer Premises Installation Address:

7660 Woodway Dr. Suite 460
Houston, TX 77063

B. What Kastle is Providing:

ACCESS CONTROL INFRASTRUCTURE & CREDENTIALS

1 System Infrastructure

- Control panels with associated hardware and software
- Project Management services
- Turn-key installation, programming, unlimited training and ongoing customer support

myKASTLE Portal

- Provide advanced web-based software that provides remote access to your system for configuration, control and reporting from anywhere at any time.

KastlePresence Mobile-based Architecture

- Software-defined hardware
- Mobile-enhanced access
- App enabled notifications for unlimited mobile users via myKastle.com

System Settings

- All readers are Kastle MultiTech Reader - Wall Mount unless marked otherwise below
- The KastlePresence service will be enabled unless marked "KP Ready" on the location.
- KastleVideo cameras have >= 30 days of automated event backup unless otherwise listed.

ACCESS CONTROL SYSTEM

2 Provide and install an Access Control and Security reader system which includes the following components:

- Card reader
- Electric lock(s) - unless provided by customer as listed below
- Door contact(s) for alarm and prop monitoring
- Auto-exit device(s) and push to exit button (for electromagnetic locks only)

Location: (2 Readers)

- - Front Entry - electromagnetic lock
- - Staff Entry - strike



LIFE SAFETY SYSTEM

- 3 **Takeover existing Emergency Duress system which includes the following components:**
- Existing functional hardware (wire and buttons)
 - Reset reader

Location:

- - - Panic one button

ACCESS And VIDEO CONTROL ACCESSORIES

- 4 **Provide and install a Wireless Remote Release system which includes the following components:**
- One (1) wireless remote that will, when pressed, unlock the associated door

Location: (2 Wireless Remote Release)

- - Front Entry wireless remote release button
- - Front Entry additional wireless remote release button

- 5 **Provide and install a custom access control solution as detailed below**

Location:

- - Council Room **AXIS COMMUNICATIONS | 02766-004 | S3008 MK II 8 TB AXIS S3008 Mk II 8 TB Recorder**
- - QTY (2) - Core Device License, For Camera Station Version 5
- - AXIS COMMUNICATIONS | 02081-001 | TS3001 RECORDER MOUNT
- - To be installed on the wall in staff hallway - output is triggered from panic button SAFETY TECHNOLOGY INTERNATIONAL Alert Siren: 12 to 24V DC, 3 7/32 in Overall Wd, LED, STI-SA5600-B

VIDEO SYSTEM

- 6 **Provide and install a KastleVideo Indoor camera which includes the following components:**
- Indoor high definition mini-dome camera with video analytics
 - On-site recording: Built-in 24x7 HD video recording for 30+ days
 - Exported video evidence stored in cloud vault for 6 months
 - Automated Event Backup: Event clips (person/vehicle/motion) backed up to the cloud
 - Maximum of 300 feet of Cat5/6 cable

Location: (2 Cameras)

- - Front Lobby 5 MP
- - Staff Hallway Corner Annette's Office 5 MP

- 7 **Provide and install a KastleVideo IP camera gateway which converts compatible IP cameras to include the following features:**
- On-site Recording: Built-in 24x7 HD video recording for 30 days @720p
 - Video Analytics to trigger Automated Event Backup
 - Event clips (person/vehicle/motion) backed up to the cloud at full camera resolution up to 8MP
 - Exported video evidence stored in cloud vault for 6 months
 - Gigabit switch required for existing cameras which is customer-provided or quoted separately.

**Location:**

- -IDF

8 **Provide and install a custom video solution as detailed below.**

Location: (2 Cameras)

- - Council Room Audio and Video Coverage QTY (2) - AXIS Q9307-LV Dome Camera 5MP Dome with 4x built in microphones and bi-directional audio

PRICE SUMMARY		
	Installation	Monthly Managed Services Fee
Access Total	\$12,856.71	\$320.00
Video Total	\$7,580.53	\$200.00
Promotional Discount	(\$1,000.00)	
Permitting	\$950.00	
Total	\$20,387.24	\$520.00

- Pricing includes \$1,000 discount towards installation fee and 3 months free towards monthly fees.
- Price assumes that customer will provide Internet and Fire Release connection in the suite.



Customer acknowledges and agrees that the Standard Terms and Conditions located at www.kastle.com/termsandconditions shall govern the sale and performance of services under this Agreement. The Standard Terms and Conditions are incorporated and made an essential part of this Service Agreement. In the event of a conflict between the body of the Service Agreement or any exhibits or schedules added by Customer, the Customer agrees that the Standard Terms and Conditions shall govern.

C. Term and Early Termination Fee

- + The Term of the Monthly Operations Services under the Agreement is thirty-six months (36) from the date of installation is substantially complete and the system is commissioned. Kastle will provide written communication and notice via emails of the date of system commissioning. At the expiration of the initial Term, the Agreement shall automatically renew for subsequent periods of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the expiration of the current term. In the event the Customer should terminate the Agreement prior to the end of the initial Term for its convenience or for any reason other than cause based on Kastle's default, Customer shall pay an Early Termination Fee in the amount of the Monthly Fees multiplied by the number or remaining months from the termination date for the balance of the Term of the Agreement. Customer shall have the right to cancel Kastle's Services with 30 days written notice subject to payment of Early Termination Fee as described herein.

D. Other Terms and Conditions:

- + **Prices are valid for 60 days from the date of submission.**
- + **Installation Fee** - Upon execution of this agreement, the 25% Installation Deposit is required from Customer. Unless otherwise agreed upon, Kastle is entitled to progress payments for the installation of the System. Upon completion of installation of the System and receipt of the entire Installation Fee from Customer, Kastle will activate and commence the System for operation. Kastle shall have no obligation to turn on the System if the Installation Fee has not been paid in full by the Customer.
- + **Applicable sales taxes, permits and any enrollment fees** for vendor management systems that customer may require Kastle to enroll in are not included in the total price. Enrollment fees, permits and taxes will be calculated and added to the final price at the time of invoicing, unless an exemption certificate has been provided.
- + Fees shall be invoiced and collected on a/an "Annual" basis from customer.
- + **Escalation:** The Operations and Maintenance Fees will escalate by four percent (4%) on the anniversary date of the Service Agreement and each subsequent year of Service.
- + **Access Control System Maintenance:** System maintenance is included for one (1) year after which Maintenance Fees are added to your invoice. If the Customer does not elect to purchase the Maintenance plan, such Maintenance Services will be invoiced to Customer on a time and materials basis at Kastle's prevailing labor and equipment rates which are subject to change.

System maintenance is included with the Managed Service Fees.

- + **Video System maintenance:**
 - o If quoted above, video System maintenance is included for all Kastle-provided parts for the duration of the contract. If KastleVideo gateways are used to take over existing cameras, maintenance of existing cameras and cabling is also included provided they are in working order at the time of taking over the system. This includes programming and schedule changes, user adds/remove and camera configuration and training.
 - o Software upgrades are included for the duration of the contract. The myKastle web portal may experience brief maintenance downtime during such upgrades, but your video will continue to record on-site and equipment will continue to function.
- + **Video Retrieval:** We will help you retrieve and export video for the first 90 days; however, requests to retrieve video beyond 90 days will be billed hourly.



- + **KastleVideo Recording:** In order to maximize the length of time recorded video is retained, Kastle systems may be configured to record at a reduced frame rate and resolution. This is consistent with common DVR/NVR industry practices. You should expect the following:
 - o The KASTLEVideo camera or gateway will retain approximately thirty (30) days of continuous recall on-board. This video footage is 24/7. The default setup is 1 Megapixel HD.Unless specified in the Statement of Work, the KASTLEVideo cloud will retain at least thirty (30) days of event video at High Definition. This video footage is not 24/7. Rather, it is storing activity-based events in ten (10) second clips. Additional storage is available at additional monthly charges.
- + **A RUSH fee will be applied to any project requiring a start date prior to our current start schedule:**
 - o 20% for a start date within 5 business days of Kastle receiving a signed Agreement
 - o 15% for a start date within 7 business days of Kastle receiving a signed Agreement
 - o 10% for a start date within 10 business days of Kastle receiving a signed Agreement
- + **Overtime charges will be assessed if the client requires after hours or weekend work to be completed.**
- + **Payment terms are Net 30 from invoice date.**

E. What You (Customer) are Providing:

Below is a list of common items that our customers prefer to supply to Kastle. If you would like for Kastle to provide, purchase and/or deliver any of these, please let us know and we will incorporate that as part of your project and quote. Your acceptance on the signature page above indicates that you will provide the following items.

1. One Internet circuit (dedicated preferred) and any analog business line necessary for voice communication, to interface with elevator phones, emergency phones or entry phones. Kastle will inform Customer should additional circuits be required and will coordinate all circuit installation. Customer will pay circuit provider directly for installation and ongoing internet service.
2. Dedicated 120v 60Hz electrical receptacles in designated rooms and space in climate-controlled area for mounting control instruments.
3. Dry contact outputs, conduit and any fire panel maintenance company provided connection to interface with the fire panel and any mechanical supervisory points. Any costs associated with fire inspections necessary for entire installation approval.
4. Conduit and back boxes, if required and access to and through a riser. Lift, scaffolding or other equipment necessary to facilitate the installation. Kastle will provide specifications.
5. One complete set of architectural drawings including door schedules and, if copies are required, appropriate CAD files. Extra costs may be incurred for production of submittals, as-builts, one-line diagrams and multiple hardcopies if required.
6. Core drilling, removal of pre-existing wire and/or equipment and penetration/repair of surfaces such as granite, marble, special wall coverings, elevator cabs or ceilings.
7. Construction of door headers, door coring and any modifications to accept electromagnetic locks or to interface with an automatic door system. A "storeroom function" lock set with a dead latch for each door on which a Kastle electric strike will be installed. Suitable doors, frames, hinges, stops and closing devices such that doors controlled by the system close properly and automatically. Door and fire re-certifications, if required.
8. Modifications, including conduit and safety and exit systems, to interface with any reader, lock controlled system or turnstile.
9. Modifications to accommodate any elevator control system or HVAC system. Kastle will provide specifications and will coordinate the work. There may be additional charges from both the elevator company and Kastle should the system be modified subsequent to specification approval.
10. Any costs for interfacing with any Customer provided computer or any computer on which customer installs non-Kastle software. Proper mounting arrangements, space, enclosures, power circuits and ventilation for any computer system. Kastle will provide specifications.



11. Maintenance for any customer provided equipment.
12. Labor to enroll users into image display, photo ID or biometric system, or costs to produce photo ID cards.
13. Boxes, elevator car cuts, engraving and shielded cable for any elevator emergency communications system.
14. Any costs associated with permits, if required.
15. As an option, Kastle can provide cellular back up for the access control system. If included in this Agreement, the cellular back up is intended for the use of the access control system ONLY. The customer will be responsible for reimbursing Kastle for data overage charges due to any misuse of the cellular back up.



KASTLE VIDEO ONLY:

The following items are required for the KastleVideo installation and are the responsibility of the Customer, these items are not included in the price:

1. Please review the Computer & Network Requirement document provided by your Sales Representative or Project Manager, which will list this and additional requirements:
 - a. An Internet connection with at least 5Mbps uploads speed (not reserved) at each KastleVideo location for up to 10 cameras. For each additional 10 cameras, add at least 5Mbps upload. Should you require continuous live streaming of multiple cameras to one or more remote sites, a faster Internet connection will be required.
 - b. Kastle personnel will require access to the Internet router or to IT support personnel for port configuration. Outbound ports 80 (HTTPS), 443 (HTTPS) and 123 (NTP) need to be open and one inbound port must be forwarded per device. DHCP reservations are required. Port forwarding is optional in most cases but may be required for certain options/features.
2. If continuous monitoring of multiple cameras is required, a local Viewing Station connected over a wired connection is recommended. A PC or workstation with Internet access can be used to view video for investigations. This PC must meet the following recommended requirements: Quad core 8th generation or newer Intel I5/I7 CPU 16GB RAM, Windows 11 Pro, HDMI output and appropriate internet bandwidth. Space, power circuits and ventilation for the computer.

KASTLE'S INNOVATIVE SOLUTIONS

From pioneering managed access control in 1972 to delivering the first platform to offer access control and security enhancements through your smart phone, Kastle stays at the forefront of the industry. We are pleased to provide a comprehensive approach to security and safety – and unique innovations – in all of the following areas:

Access Control KastleAccess®



Mobile Platform KastlePresence®



Video Surveillance KastleVideo®



Visitor Management KastleVisitor®



Security Software myKastle®



Identity Management KastleConnect® *Powered by PLAI*



Remote Video Guarding Kastle RemoteGuarding®



Parking Access and Revenue Control KastlePark®





KastleAccess[®]

Kastle is the industry's leading provider of managed access and is recognized by peers as the best in class. From decades of experience, we understand what commercial office buildings and office spaces require to protect their people and property. We are an outsourced partner of yours and as such we act as a member of your team to complete the tasks that maintain security integrity day in and day out. Among other things, you can count on us to design the right system, configure it for your business, maintain your procedures, enroll new employees, generate reports, backup your data and train your personnel. Most importantly, we monitor and respond to the critical security alarms as well as maintain the proper functioning of the system 24x7. When Kastle is your partner for Access Control, you have complete peace of mind.



KastlePresence[®]

Kastle Presence is a Smart Office Platform built on the latest in mobile technology, with cutting-edge features to make your spaces safer, smarter, and more convenient for those who occupy and manage them. Hands-free mobile access, location-based services including a personal panic button, instant notifications, and emergency mass communications (EMC), and space utilization insights bring the next wave in commercial real estate amenities, operational intelligence, and personal security to your workplace.





KastleVideo®

Video is a common part of any security operation today because it offers a visual understanding of your property and of security incidents that may occur. Older systems often fall short in what they enable you to easily do. In today's world, you need highly detailed video to perform an operational audit. You also benefit from pulling up video from anywhere, on any device, and quickly assess, share and utilize. Finally, searching video should be lightning fast as opposed to something that takes days and special expertise to do.

The world's first Cloud Video Management System, KastleVideo is a complete video security solution that greatly simplifies installation while providing superior protection compared to traditional closed-circuit television systems. With always-on analytics, built-in 24x7 video recording plus cloud backup and access to KastleVideo's award-winning suite of online video management tools, the days of burning video images from your DVR are over. No complex hardware such as a digital video recorder (DVR) is required on-site. Accessible in real time with only a password, each installation includes seven days of analytic storage in the Cloud with thirty days available on-site.



Kastle RemoteGuarding®

The smarter remote guarding solution that's up to 70% less than on site guard costs. Remote Video Guarding from Kastle Systems can identify and verify threats in real time to confront activity or call law enforcement with a video verified alarm, speeding police response by 5X. Artificial Intelligence-enhanced video detects threats more accurately than humans. Secure more spaces and respond quicker than a guard. Solutions include:

- **Smart Event-Based Video Surveillance:** Smart cameras and AI technology monitor live video for threats. Experts instantly view cameras live if a defined event is detected and determine course of action in real time.
- **Remote Video Patrols:** Kastle experts make scheduled live video tours of all camera locations. So greater area covered faster than live on-site patrol and supporting your existing on-site staff for extended coverage.
- **Remote Audio Talkdown:** Kastle experts activate on-site loudspeakers when event is detected, and verbal warning given to trespassers before damage occurs.





KastleVisitor®

KastleVisitor delivers the most frictionless visitor management experience in the industry. From the patent pending innovation that enables visitor registration directly from Outlook or Gmail, to user friendly barcodes that are emailed to visitors for a more efficient check-in experience, KastleVisitor helps you securely increase your pre-authorized visitor rates and decrease wait times and congestion in your lobby. Kastle Systems' Visitor Management solution is not only an important security tool but is a true security amenity.



myKastle®

Included with your Kastle service, myKastle provides you a web portal to see, control and administer your security from anywhere at any time. Since myKastle is delivered through the Web, any updates and improvements Kastle makes are instantly available to you. Some of the highlights of myKastle include:

- **One-Credential Global Access:** With one credential, your personnel can enter authorized doors, floors, or facilities – even between offices hundreds of miles apart.
- **Custom Reporting:** Users can create customized reports and have them automatically emailed to themselves on a daily, weekly, or monthly basis.
- **Interactive Maps:** Simply navigate through your facility's security system floor-by-floor.
- **Video Verification:** Capture incidents in real time through video that's triggered the moment a security event occurs.
- **Live Credential Administration:** Other companies make you wait hours to use your access control credentials – with myKastle it just takes seconds!





KastleConnect®

All major players who have adopted and utilize the new standard make it easy to bring together cross platform interoperability. The cost of making this happen, and maintaining it, are reduced as is the need to perform a costly custom integration each time. When logical and physical systems come together it creates a new set of next generation services and a higher degree of security. KastleConnect uses the power of Physical Logical Access Interoperability (PLAI), to enable convenient, secure, and efficient one-step employee onboarding and off-boarding by granting or revoking access across many systems.



KastlePark®

KastlePark is a cloud-based software that unites office buildings and their parking garages with one integrated system to control parking access and contract or tenant parking billing. KastlePark is the first system of its kind and provides a cost-effective way to optimize parking operations and maximize parking asset revenues. All accomplished by a robust software platform controlling parking permits and payment based on the tenant lease agreements. This provides the asset owner with unprecedented access and transparency to data and reporting when it comes to parking revenue collection.



KastleFire® & Life Safety

At Kastle, we pride ourselves on the work we do to make the world a safer place. Fire monitoring and rapid alarm response is central to protecting your property and those who work there. That's why you need an experienced partner with a sophisticated monitoring operation and deep expertise to protect you at the highest industry level. When it counts, you can count on us.





A.C. Campagna
 10649 Haddington Dr. Ste. 100
 Houston, Texas 77043-3258
 Wk: (713)722-3500
 Cell: (713)818-1099
 Fax: (713)722-3530
 ac@homedsecuritysystemsinc.com

QUOTATION

City of Piney Point Village
 Attn: Mr. Frederick Johnson
 7660 Woodway Dr. Suite 460
 Houston, Texas 77063

Date: March 25, 2025

QUOTE VALID FOR 30 DAYS

JOB ADDRESS: Same

-
- 1 [PowerSeries Neo Security Control Panel HS2016](#)
 DOWNLOADABLE CONTROL/COMMUNICATOR SYSTEM:
 Features: * Emergency Keys including [Fire, Medical, Panic] and Duress Code for Silent Alarm
 * Quick arm features
 * Backlit keys
 * Smart phone interactivity available
 * 8 Supervised hardwire zones
 * Expandable up to 16 Zones
 * Multiple or Individual user codes
- 1 [HS2LCDRF9N](#) English Language Liquid Crystal Display digital programmable keypad with built-in piezo pre-warning alert device and 128 zone integrated PowerG Transceiver (locations—staff entrance)
- 2 [PG9938](#) Single button supervised wireless portable pendant panic transmitter
- 1 Entry / exit time delays (staff entry door)
- 1 [PG9303](#) (mini without external input) Supervised wireless door transmitter (front entry door)
- 1 [951WG](#) Recessed contacts for doors to detect movement only (staff entry door)
- 1 [951WG](#) Recessed contact for alarm control panel closet door or panel cabinet door
- 2 [BOSCH BDL2](#) Pet immune motion detector (locations—front reception area, middle common area)
- 1 [FG-1625](#) Surface sound discriminators to detect glass breakage (front entry door)
- 1 [DSC TL880LTVZ](#) Cell module for full data supervised wireless reporting and optional interactive features (see page 2)
- 1 [HSM2204](#) microprocessor controlled auxiliary power supply module & data bus
- 1 SD-100 siren driver
- 1 Inside siren speaker
- 1 12 vdc 7.0 amp/hr stand-by battery
- 1 16.5 vac 40 va ac power transformer

BASE INSTALLATION COST*** \$1,775.00 + Tax**

ACCEPTED BY: _____

BY: _____

HOME SECURITY SYSTEMS, INC.





MONITORING & SUBSCRIPTION PACKAGES

MONITORING

DSC TL880LTVZ wireless radio equipment installation cost is included in base quote on page 1

Cell Radio: \$36.00 per month with a 2-year agreement:



Monitoring  of all door contacts, window contacts, motion detectors , glass break  devices, fire  and leak detection devices is included when equipment is purchased and installed.

(Equipment is not included)



Dual Path Reporting: For enhanced monitoring and safety add IP reporting for an additional \$5.00 per month. Would you like to add IP Reporting? ☐ Yes ☐ No



Do you want the app to control your system remotely? **\$9.95 per month.** ☐ Yes ☐ No

The Alarm.com App allows you to arm/disarm the system remotely, add users, view history, and set notifications and more.

☐ Alarm.com Access Control (base is \$17.00 per month w/2 doors)

☐ Additional access control doors \$7.00 per door per month Quantity _____

CAMERA SUBSCRIPTION OPTIONS



☐ Video Doorbell only \$4.95/month

(Equipment is not included)

☐ **Up to 4 video devices (\$20.00/month)** {Cameras and video doorbell}

Up to 3000 video clips/month and up to 2 SD cards. Add \$1.50/mo./SD card for any SD cards above 2.

Additional 5000 video clips per month \$6.00/mo. + tax.

☐ Additional group of up to 4 more cameras (\$15.00/month or \$3.75/month/camera) Total # of video devices _____

ICON LEGEND:



IP REPORTING



SECURITY



SMART CAMERAS
(with analytics)



LIGHTING CONTROL



CELLULAR
REPORTING



FIRE SYSTEM (SMOKE, HEAT
AND CO2)



THERMOSTAT



WATER CONTROL (SHUT-
OFF VALVE)



ALARM.COM



DOORBELL CAMERAS



SMART LOCKS



MOTION DETECTION



SMART PHONE
INTERACTIVE



CAMERA SYSTEM



GARAGE DOOR
CONTROL



GLASS BREAK DETECTION
DEVICE

Click on link for more information regarding Alarm.com services. www.Alarm.com

ALARM.COM VIDEO MONITORING OPTIONS:

The following options are not included in the base price quoted on page one.

Customer must **initial and check** choice and quantity of each option below.

Prices shown include 2 hours labor for camera installation and set up time.

Average time of installation is 2 hours per camera depending on access.

Additional labor required due to difficult access will be billed accordingly.

ADC-VC727PF Commercial 4MP mini-bullet PoE IP Camera with 2 way audio

2 Way audio

Supports Alarm.com Video Services

Video analytics will identify person, animal, vehicle

Video motion detection

PoE 802.3af ready

Vandal-resistant with an IK10+ rating

High definition, full color 4MP resolution

Onboard SD card recording capable

IR range 95 feet (depending on reflection)

POE (power over ethernet)

3.3-9.8mm Varifocal lens



Camera Cost

\$599.00 each + Tax (installation labor above 2 hours not included)

Accept ☐

Quantity _____

Initials: _____

Decline ☐

1 in main reception area, 1 in mid office hall, 1 or 2 in council chamber

Alarm.com VDB750 WIFI enabled Video Doorbell

Replaces your existing doorbell button

Video analytics will identify person, animal, vehicle

Existing doorbell & transformer must be in working condition

2 Way voice

Connects via WIFI to your smart device when doorbell button is pushed

Watch live from the app or record clips automatically when the doorbell is pressed

Unlock the door from the app when you receive notification (additional hardware needed)

Night vision



Cost (includes 1 hour labor for installation) \$350.00 each + Tax

NOTE: Not all existing older technology electronic and mechanical doorbell chimes will be compatible to this newer technology feature. It is possible that the chime will have to be replaced or an alarm.com wireless chime unit installed)

NOTE: WIFI must be adequate enough to support consistent connection)

Monthly cloud hosted service fee \$4.50/mo. tax (Up to 400 video clips per month included) (Alarm.com basic interactive required)

Accept ☐

Quantity _____

Initials: _____

Decline ☐

[ADC-W115C](#) Alarm.com wireless electronic chime and WIFI booster (for use in place of old technology mechanical or electronic chimes that are not compatible to video doorbell unit)

Alarm.com smart chime

\$ 175.00 each + Tax

Accept ☐ Quantity _____ Initials: _____ Decline ☐

VIDEO RECORDING OPTIONS

ADC-CSVR2108P ALARM.COM STREAMING VIDEO RECORDER 8

Up to 8 cameras

Watch live video on your smart phone, tablet or computer

Get video alerts instantly sent to you via text or email

Schedule recordings when there is motion, a door opens or if the alarm is tripped

Stay protected with on-site video storage

Fully integrated with the Alarm.com suite of interactive security, energy management and automation solutions

Geo-fence settings available

No special gateway required

POE ready

8 Channel video Server Cost 3TB
included)

\$1195.00 each + Tax (installation labor above 1 hour not

8 Channel video Server Cost 6TB
included)

\$1395.00 each + Tax (installation labor above 1 hour not

Accept ☐ Quantity _____ Initials: _____ Decline ☐

Note: Monthly SVR hosting fee \$4.50/mo. + tax

Camera mounting boxes and covers (as needed)

Mounting box and cover

\$ 45.00 each + Tax

Accept ☐ Quantity _____ Initials: _____ Decline ☐

UPS (Uninterruptable power supply) Battery back-up unit, power stabilization, and voltage spike filtering (recommended)

UPS cost

\$195.00 each + Tax

Accept ☐ Quantity _____ Initials: _____ Decline ☐

ALARM.COM access Control System

- 1 Access control plans, permit, & AHJ inspections
- 1 ADC-AC-LP1502-PSE 2 Door Controller & Power Kit
- 2 HES 5000C Strike (rear entry door)
- 1 600LB Maglock (front entry door)
- 2 HID 5395CG100 Card Reader
- 1 Bosch Request to exit motion detector
- 1 Request to exit timed Push button

\$5,885.00 + tax (includes above listed components, labor, wiring, mounting Hardware, City of Houston plans/permit/inspection)

Accept ☐ Decline ☐ Initials: _____

Note—Does not include interface to building fire alarm or any associated costs to do so. Must be provided by others.

Note: Access cards or keyfobs are not included in this quote. The cost is \$5.00ea. + tax and will be provided when a designated quantity is requested.

IMPORTANT NOTES: PLEASE READ THEN ACKNOWLEDGE BY INITIALING BELOW:

All Sound Discriminator devices designed to detect glass breakage are audio devices that rely on substantial physical impact and the subsequent immediate high frequency produced by the shattering glass. Sound discriminators WILL NOT detect the removal of glass or glass that is carefully and methodically broken or cracked and then removed. Sound discrimination devices that listen for the high frequency of breaking glass must have an unobstructed "open view" path between the location of the device and the glass for which it is intended to cover. Heavy drapes, shutters or an application of window film or coatings may provide a barrier that will prevent the devices from hearing that high frequency it must hear in order to function. If the window coverings in your home change over the course of time, it is suggested that you have the glass breakage devices tested, re-evaluated, and modified if necessary, for proper operation. It is recommended that window tint and/or window film of any kind not be applied to windows in areas with sound discriminators.

The subscriber must register his and/or her security system with the authority having jurisdiction. See Exhibit "C" for details. Home Security Systems, Inc. will not be held responsible for any false alarm fines due to the subscriber's failure to properly register and renew the security system permit(s) with the proper authorities.

PAYMENT TERMS: 10% Down 90% Upon Completion - - Upon Acceptance of this quotation, installation and monitoring agreements along with an extra copy of the quotation to indicate your choice of options will be provided and must be signed and returned to Home Security Systems, Inc. before work can commence. The signed agreements and initialed quotation indicating options chose should be accompanied by your completed Emergency Information Form (Exhibit "F") and the proper down payment. ***For your convenience, we accept check, Visa, MasterCard, Discover or American Express. If you would prefer to pay with your credit card a 3% processing fee for charges will apply.***

MONITORING FEES: Monitoring fees as determined in the Central Office Monitoring System Agreement will be billed 30 days in advance of each calendar quarter and due 15 days before the start of each quarter.

Proposed locations of components may change as listed above. The cost to repair any unknown problems found during installation will be based on labor and materials in addition to the above quoted price.

This quotation includes only items specifically itemized at the price shown. The quote does not include additional items required due to changes in construction plans, lack of specifications on plans, interpretation of codes or plans by a municipality inspector, or items mistakenly omitted from the proposal or missed during a survey by a Home Security Systems, Inc. representative.

Any special permitting fees required by the municipal jurisdiction of the job site are not included in the quote, unless otherwise specified.

If a high gain or remote antenna or antenna cable is needed, prices will be quoted for these items as requested. There will be a charge to replace the radio if the original model has been rendered inoperable by a permanent, carrier-initiated change in the type of cellular service.

I acknowledge I have read and understand all of the listed notes.

Initials_____

TO: City Council

FROM: R. Pennington, City Administrator

MEETING DATE: April 28, 2025

SUBJECT: Discussion and possible action on acquiring a new server to replace the current computer server.

Agenda Item: 10

Summary

The Dell PowerEdge T620 server reached its End of Service Life (EOSL) on May 25, 2018, and is now over 12 years old, well beyond the expiration of manufacturer support. While you inquired about its expected lifespan, accurately estimating this is difficult given its age and history of power outages and disruptions. Its continued operation is impressive but unreliable, and failure could occur at any time. Fortunately, a Datto Backup appliance is in place to provide temporary service continuity in the event of a failure. However, it's important to note that Datto is intended for short-term backup and recovery, not as a permanent server replacement.

Recommendation:

Approve the purchase of the PowerEdge R660 Server, including setup labor and migration of existing data servers, totaling \$18,699.38.

Attachment:

Quote -Blue Iron



Quote

Quote Number: 4563

Expiration Date: 04/30/2025

Quote Prepared For

Michelle Yi
City of Piney Point Village
76660 Woodway Dr. #460
Houston, Texas 77063
United States
Phone: 713-230-8702
myi@pineypt.org

Quote Prepared By

Dorothy Taylor
Phone: 281 602-6894
Fax: 8322020288
dorothy@blueirontech.com

Item#	Item	Quantity	Unit Price	Unit Discount	Adjusted Unit Price	Extended Price
One-Time Items						
1)	PowerEdge R660 Server -2.5" Chassis with up to 10 Hard Drives (SAS/SATA), 2CPU, PERC12 -(2) - Intel® Xeon® Silver 4514Y 2G, 16C/32T, 16GT/s, 30M Cache, Turbo, HT (150W) DDR5-4400 - (16) Memory Capacity 16GB RDIMM, 5600MT/s, Single Rank - PERC H965i with rear load bracket - Hard Drives 1.92TB SSD SATA Mixed Use 6Gbps 512 2.5in Hot-plug AG Drive, 3 DWPD - 3 Years Prosupport Next Business Day Onsite Service	1	\$64,377.34	\$47,432.96	\$16,944.38	\$16,944.38
2)	Setup Server Labor Estimated time - actual time will be billed	10	\$150.00	\$15.00	\$135.00	\$1,350.00
3)	Migration of Existing Servers Estimated time - actual time will be billed.	3	\$150.00	\$15.00	\$135.00	\$405.00
One-Time Subtotal						\$18,699.38
Total						\$18,699.38

Acceptance and Incorporation by Reference

This Order together with the Master Services Agreement and Service Attachments and other terms and conditions identified on Exhibit A, all of which are incorporated herein by reference (collectively, the "Agreement") is between Blue Iron Technologies (sometimes referred to as "we," "us," "our," or "Provider"), and the customer identified on the Order (sometimes referred to as "you," "your," or "Client"). This Agreement is effective as of the date the Client accepts the Order (the "Effective Date").

By signing or accepting this Order, Client acknowledges, represents, and warrants that it has read and

Please send any Purchase Order information directly to the Texas Inter-Local Purchasing System (TIPS) at TIPSP0@tips-usa.com upon approval of Quote."Due to market volatility this price is guaranteed for 30 days up to a 3% increase in our purchase cost. If the total cost of goods has increased by more than 3% at the time of approval, a revised quote will be issued."

Include the TIPS contract #230105 on all Purchase Orders and documentation related to approval.

***Please note - No returns or refunds for Dell products.**

agrees to the terms and conditions identified on Exhibit A to this Order which are incorporated as if fully set forth herein.

The parties hereby agree that electronic signatures to this Order shall be relied upon and will bind them to the obligations stated herein. Each party hereby warrants and represents that it has the express authority to execute this Agreement(s).

Provider may make changes to the Agreement at any time. If there are changes, Provider will revise the date at the top of the document. Provider may or may not provide Client with additional notice regarding such changes. Client should review the terms and conditions regularly. Unless otherwise noted, the amended terms and conditions will be effective immediately, and your continued use of the Services thereafter constitutes your acceptance of the changes. If you do not agree to the amended terms and conditions, you must stop using the Services immediately. Please note, you may incur a termination fee or other third-party fees, if applicable. You may access the current version of the terms and conditions at any time by visiting <https://blueirontech.com/legal>.

The parties, acting through their authorized officers, hereby execute this Agreement.

IN WITNESS WHEREOF, this Order Form is agreed to by the parties below and entered into as of the Order Effective Date.

Provider

Client

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed

Please send any Purchase Order information directly to the Texas Inter-Local Purchasing System (TIPS) at TIPSP0@tips-usa.com upon approval of Quote."Due to market volatility this price is guaranteed for 30 days up to a 3% increase in our purchase cost. If the total cost of goods has increased by more than 3% at the time of approval, a revised quote will be issued."

Include the TIPS contract #230105 on all Purchase Orders and documentation related to approval.

***Please note - No returns or refunds for Dell products.**

TO: City Council

FROM: R. Pennington, City Administrator

MEETING DATE: April 28, 2025

SUBJECT: Discussion and possible action regarding the Ecclesia Church Specific Use Permit.

Agenda Item: 11

This issue was initially discussed in the context of the Ecclesia Church's compliance with its Specific Use Permit (SUP), focusing on concerns related to the fenced dog enclosure, trolley bus storage, and the operational hours of the frisbee golf course. During the February meeting, the council reviewed the fencing around both the dog enclosure and the playground. While it was agreed that the playground fencing could remain, the council determined that a proper permit and corresponding fee would be required for the existing structure. Since then, the Church has resolved the issues surrounding the dog enclosure and trolley bus storage. Additionally, signage has been installed for the frisbee golf course indicating the correct hours of play; however, a formal SUP is still needed to maintain compliance. City staff have reached out to the Church administration and will initiate a violation process if the remaining issues are not addressed promptly.

TO: City Council

FROM: R. Pennington, City Administrator

MEETING DATE: April 28, 2025

SUBJECT: Discussion Regarding the Maintenance of City Right-of-Ways.

Workshop Item: A

Informational Summary:

Members of the Council would like to address several key issues related to right-of-way (ROW) maintenance and school zone safety. These topics encompass a range of concerns, including school zone safety, ROW restoration, and general maintenance. Regarding school zone safety, the city should focus on improving the line-of-sight for signal lights on Greenbay through tree trimming, confirming school flasher times with local schools ensuring alignment with TxDOT guidance, and addressing the status of cost-sharing payment requests to participating schools. In terms of ROW restoration, efforts should be made to address poor restoration after utility work, including issues such as ruts, damaged landscaping, and debris. This may involve reviewing and potentially consolidating city ordinances (Chapters 10 and 56) related to ROW work, enhancing enforcement and oversight of ROW restoration through measures like before/after documentation, and investigating specific instances of inadequate restoration, such as the recent utility work on Memorial Drive. General maintenance concerns include establishing processes for identifying, reporting, and addressing tree trimming needs and infrastructure damage, prioritizing signage replacement (particularly in the San Felipe/Memorial corridor), and addressing issues with the current landscaping contractor (WESTCO), such as erosion problems and irrigation leaks. The administration should consider initiating these discussions during the upcoming Administrator's Update agenda item, seeking Council direction on these matters to ensure a comprehensive approach to improving the city's right-of-way maintenance and school zone safety.

Attachments:

*Article VII. Public Rights-of-Way
Chapter 56 Right-of-Way Management*

ARTICLE VII. PUBLIC RIGHTS-OF-WAY¹

Sec. 10-290. Definitions.

For the purposes of this article the following words, terms, and phrases shall have the meanings ascribed thereto, unless the context of their usage clearly indicates otherwise.

City shall mean the City of Piney Point Village, Texas, a general law municipal corporation of the State of Texas.

City council shall mean the governing body of the city.

Emergency shall mean a situation which, unless immediate remedial action is taken, will likely result in harm to public health, safety, and/or welfare.

Facilities or facility shall mean and include, but shall not be limited to, pipes, conduits, wires, cables, towers, switches, amplifiers, transformers, fiber optic lines, antennae, poles, ducts, conductors, lines, mains, vaults, appliances, attachments, equipment, structures, manholes, fixtures, appurtenances, and such other objects, devices, or other items of tangible personal property, which are designed, constructed, installed, placed, used or operated in, upon, over, across, above, or below public rights-of-way. Notwithstanding the foregoing, structures designed and constructed for the support and passage of vehicular and pedestrian traffic, such as streets, alleys, highways, driveways, and sidewalks, whether at, below, or above grade, shall not be deemed to be facilities. Provided further, a private, individually owned, connection and/or attendant downstream service line or device, through which a utility service is received by the end user owning same, for which required permits have been issued under applicable building, plumbing, electrical, or other codes of the city, shall not be deemed as facilities hereunder.

Person shall mean an individual, corporation, association, partnership, joint venture, firm, limited liability partnership, joint stock company, association, governmental entity other than city, or any other public or private entity.

Public rights-of-way or public right-of-way shall mean the surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, easement, or similar property within the corporate limits of the city, and in which the city holds a property interest (fee title, easement or otherwise), or over which the city holds and exercises a right of management or control, and which, consistent with the purposes for which it was acquired or dedicated, may be used for the installation and maintenance of facilities.

User shall mean a person having facilities within a public right-of-way.

Director of public works shall mean the person designated as such from time to time by the city council.

(Ord No. 867, § 2, 2-26-01)

¹Editor's note(s)—Ord. No. 867, §§ 1—23, adopted Feb. 26, 2001 did not specifically amend the Code, hence, inclusion as Art. VII, §§ 10-290—10-311 was at the editor's discretion.

Sec. 10-291. Unauthorized use of public rights-of-way prohibited.

Except as otherwise specifically provided by law, this article, or any other article of the city applicable thereto, it shall be unlawful for any person to cause or permit the placement, construction, operation or maintenance of any facility within public rights-of-way, unless authorization has been granted by the city in accordance herewith or in accordance with such other article of the city applicable thereto. Provided further, nothing herein shall be construed as superceding or preempting any provision of the city's zoning regulations applicable to wireless telecommunications facilities.

(Ord. No. 867, § 3, 2-26-01)

Sec. 10-292. Registration required.

It shall be unlawful for any person to place facilities within public rights-of-way without having first filed with the city an application for registration therefor. Applications for registration shall be filed with the city secretary of the city. The city secretary shall issue a registration certificate to each person successfully completing and filing such application. Each registration certificate shall be issued in the name of the user. Registration certificates shall be renewed every 60 months. When information provided in an application for a registration certificate is no longer correct, the user shall inform the city, in writing, within 30 days following the date of such change. Each application for registration shall include:

- (a) The name and legal status of the user;
- (b) The name, address, telephone number, e-mail address, and fax number of the individual(s) who will be the contact(s) for the user;
- (c) The name, address, telephone number, e-mail address, and fax number of the individual(s) who will be the contact(s) for field location of facilities;
- (d) The name, address, telephone number, email address and fax number of an emergency contact who shall be available 24 hours a day; and
- (e) Proof of insurance and bonding, as otherwise required herein.

(Ord. No. 867, § 4, 2-26-01)

Sec. 10-293. Construction within public rights-of-way.

It shall be unlawful for any person to cause or permit the construction or installation of facilities within public rights-of-way within the city, except as provided by this article and any other article of the city applicable thereto.

(Ord. No. 867, § 5, 2-26-01)

Sec. 10-294. Construction regulations.

- (a) *Excavations.* All excavations and other construction in the public rights-of-way shall be performed in accordance with all applicable state, federal, and city regulations.
- (b) *Interference with use of property.* All construction within public rights-of-ways shall be undertaken so as to minimize interference with the use of public and private property and in accordance with any lawful direction given by the city under the police and regulatory powers of the city.

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- (c) *Construction permits.* It shall be unlawful for any person to cause or permit any work which involves the construction, installation, expansion, repair, removal, or maintenance of facilities within public rights-of-way without having first applied for and obtained from the city a construction permit therefor. Provided, however, acquisition of construction permits shall not be required for any such work that does not involve the alteration or disturbance of the surface of the right-of-way. Each construction permit application shall include a written work description, including construction drawings, showing the facilities' location (or proposed location) and the estimated depth of the facilities (existing and proposed) in the immediate area of the proposed new construction. Such drawings shall be reviewed by the city and, if disapproved, returned with comments setting forth the reasons for such disapproval. Approvals shall not be unreasonably withheld or delayed. Except as otherwise specifically provided herein, work shall not commence until applicable construction permits have been approved therefor. Review and approval by the city of construction permits as provided herein shall not constitute any representation or warranty regarding the sufficiency of design or construction of such facilities. All such work shall be in conformance with the approved construction permit. Work for which a permit is required may be performed at any time; provided however, any such permitted work performed within 500 feet of any residential structure may only be performed between the hours of 7:00 a.m. and 8:00 p.m. Any permitted work performed outside of the above working hours must be approved in advance by the director of public works or his designee. Provided further, all such construction and/or installation work shall be completed in the time specified in the construction permit. If the work cannot be completed within the specified time period, the user may request an extension from the director of public works, or his/her designee, which extension shall not be unreasonably withheld.
- (d) *Emergency repairs; restoration of service.* Notwithstanding the foregoing section 6.03, during an emergency where, in the good faith judgment of the user, failure to act immediately could jeopardize public health, safety, or general welfare, or in situations where a repair is necessary to restore service to a customer, such user may perform repairs to facilities within public rights-of-way, which involve the alteration or disturbance of the surface of such public right-of-way, without prior notification to, or acquisition of, a construction permit from, the city. In such cases, the user shall notify the director of public works of the city as promptly as possible after beginning the work, but in no event later than the close of business on the next business day, stating the nature of such repairs and, if not completed, the length of time estimated to complete same. The user shall apply for the required approvals as soon as reasonably practicable, and any work performed that is not consistent with then applicable city standards shall be corrected upon notice thereof from the city.
- (e) *Restoration of surface.* Users may excavate public rights-of-way only for the purpose of, and to the extent reasonably required for, the construction, installation, expansion, repair, removal, or maintenance of its facilities. Upon completion of work, the user shall promptly restore the surface of the affected public right-of-way to a condition that equals or exceeds its condition prior to such construction. To such end, the restoration shall comply with the following requirements:
- (1) Replacing all ground cover equal to or better than the type of ground cover damaged during work, either by sodding or seeding, or natural growth;
 - (2) Installation of all manholes and handholes as required;
 - (3) All bore pits, potholes, trenches or any other holes shall be filled in or covered daily, unless other safety requirements are approved by the director of public works;
 - (4) Leveling of all trenches and backhoe lines;
 - (5) Restoration of excavation site to city specifications; and
 - (6) Restoration of all landscaping and other affected structures such as sprinkler systems and mailboxes.
- (f) *Maintenance period; delay in construction.* All restoration work shall be maintained by the user to the satisfaction of city for a period of one year from the date of completion of such restoration work. No public

right-of-way shall be encumbered by construction, maintenance, removal, restoration, or repair work for a longer period than shall be necessary to execute such work. If there is an unreasonable delay by the user in restoring and maintaining the public right-of-way or restoring such public right-of-way after such excavations, construction, installation or repairs have been made, the city shall notify the user in writing that if such restoration or maintenance is not performed within five days of receipt of such notice, the city shall have the right to restore or repair the same and to require the user to pay the reasonable cost of such restoration or repair, including any and all required indirect administrative expenses incurred by city, including salary, benefits, and proportionate office expense. Furthermore, if restoration is not satisfactory and performed in a timely manner, all work in progress, except that related to the problem, including all work previously permitted but not complete, may be halted and a hold may be placed on any permits not approved until all restoration is complete.

- (g) *Routine maintenance.* Routine maintenance on facilities located within public rights-of-way shall be conducted in a manner that is consistent with applicable city regulations governing such work, if any.
- (h) *Obstructions to traffic.* Any obstruction of vehicular or pedestrian traffic resulting from construction or repair activities to facilities, other than for emergency repairs, shall require prior notification to the director of public works of the city. Any such work shall be performed in a manner calculated to cause the least inconvenience to the city and the public as is reasonably possible under the circumstances. When a user performs or causes to be performed any work over or across a public street or sidewalk, or so closely adjacent thereto as to create hazards for the public or itself, the user shall provide construction and maintenance signs and sufficient barricades and flagmen at such sites as are reasonably necessary to protect the public and the user's equipment and workers. The application of such traffic control devices shall be consistent with the standards and provisions of the latest edition of the Texas manual on uniform traffic control devices. Appropriate warning lights shall be used at all construction and maintenance zones where one or more traffic lanes are being obstructed during nighttime conditions.
- (i) *Closing of streets.* If a user's work requires the obstruction of any street for a period longer than 30 minutes, such obstruction shall be approved by the city public works director or his designee, which approval may be conditioned on adequate traffic control measures. The user shall not close any public street, but shall at all times maintain a route of travel along and within any roadway that is within a public right-of-way; provided however, in cases of an emergency, the city public works director or his designee may authorize the temporary closing of a public street or sidewalk to allow the user to complete such emergency repairs if, in the opinion of the city public works director or his designee, such closing is necessary to protect the safety of the general public.
- (j) *Construction drawings.* Within 120 days following completion of construction, or within 120 days following any material alteration or modification thereto, the user shall supply the city with a complete set of construction drawings for the work, or for the material alteration or modification thereof, unless the user certifies to the city, in writing, that such construction was completed in accordance with the construction plans filed pursuant to section 6.03 above, in which case, such construction plans shall be marked accordingly by the city and filed as the "permanent construction drawings." For the purposes hereof, a material alteration or modification of a facility shall be deemed to have occurred if such alteration or modification would render the existing construction drawings inaccurate and/or misleading regarding the location of a structural component thereof. Such drawings shall be of sufficient detail to allow the city to determine the location of the facilities with reasonable accuracy. In lieu of print documents, a user may, upon advance reasonable request, provide such drawings and maps by other mediums, including electronic mediums, provided the city has the capability to access such information.

(Ord. No. 867, § 6, 2-26-01)

Sec. 10-295. Conservation of public rights-of-way.

To the extent the city may be authorized by state or federal law to do so, and to the extent reasonable under the circumstances then existing, the city may require a user to attach portions of its facilities to other facilities within the public rights-of-way owned and maintained by other persons. A user shall not be required to attach its facilities to the facilities of such other persons if it is shown that such user would be subjected thereby to increased risks of interruption to its service, to increased liability for accidents, or to unreasonable delays in construction or availability of service, or if the facilities of such other person are not of the character, design, or construction required by, or are not being maintained in accordance with, current practice, or are not available to the user on reasonable terms, including, without limitation, reasonable fees.

Insofar as is practical to do so, users shall use existing facilities in the provision of their services; provided, however, nothing contained herein shall be construed as limiting a user from expanding its facilities to accommodate future growth and development. Users shall provide information to the city relating to the location and/or operation of their facilities or services as may be reasonably necessary for municipal planning purposes.

(Ord. No. 867, § 7, 2-26-01)

Sec. 10-296. Relocation or removal of facilities.

To the extent the city may be authorized by law to do so, a user may be required to lower, place underground, relocate, or remove any facility within any public right-of-way, without cost to the city, if reasonably necessary, as determined by the city council, to abate a condition actually or potentially dangerous to public health or safety, or as may be reasonably necessary to accommodate the construction, repair, maintenance, removal, or installation of any publicly funded city project within the city in, upon, or under public rights-of-way, including, without limitation, street construction and widening, water, sanitary sewer, storm drains, street lights, and traffic signal conduits, or any other public facilities in, upon, or under the public rights-of-way. In the alternative, where the city council determines it to be feasible, a user may be allowed to pay the additional costs incurred for the design and/or construction of any such publicly funded city project in a manner that would avoid the necessity of relocation or removal of the facilities. A user shall be provided the opportunity to collaborate in advance with the city and/or propose alternatives in order to minimize cost, better schedule the work, and accommodate suitable refinements and/or joint work with others.

In the event of any such requirement for lowering, placing underground, relocating, or removing facilities as herein provided, the user shall complete same as soon as is reasonably practicable following written notice thereof by the city.

(Ord. No. 867, § 8, 2-26-01)

Sec. 10-297. Obsolete facilities.

Users shall remove facilities from the public rights-of-way when such facilities are obsolete, are no longer in service, and create either visual blight or a nuisance to the public; provided however, a user shall not be required to remove any facility for which renovation or restoration is planned by the user, and which renovation or restoration is completed within a reasonable period of time. When permanent structures in public rights-of-way are removed, the city shall be notified in writing of such removal.

(Ord. No. 867, § 9, 2-26-01)

Sec. 10-298 Bonding.

All users other than governmental units shall comply with all applicable regulations of the city relating to the provision of bonds or other security which may be required in connection with work in public rights-of-way.

(Ord. No. 867, § 10, 2-26-01)

Sec. 10-299. Temporary rearrangement of aerial wires and cables.

Upon request, a user shall remove or raise or lower its aerial facilities temporarily to permit the moving of houses or other bulky structures. The expense of such temporary rearrangements shall be paid by the party or parties requesting same, excluding requests by the city. The user may require payment in advance. The user shall be given a reasonable amount of advance notice to provide for such rearrangement.

(Ord. No. 867, § 11, 2-26-01)

Sec. 10-300. Tree trimming.

Users shall comply with all applicable rules and regulations of the city governing the trimming, grooming, or removal of trees or other similar vegetative matter.

(Ord. No. 867, § 12, 2-26-01)

Sec. 10-301. Erosion and storm water measures.

Erosion control measures shall be implemented prior to commencement of any work. The user shall comply with storm water management erosion control that complies with the city, state and federal laws, regulations, and guidelines. Requirements may include, but shall not be limited to, silt fencing around any excavation that will be left overnight, silt fencing in erosion areas until reasonable vegetation is established and barricade fencing around open holes. High erosion areas shall require wire-backed silt fencing.

(Ord. No. 867, § 13, 2-26-01)

Sec. 10-302. Placement of facilities.

All facilities constructed or installed on or after the effective date hereof shall be buried underground where possible. Except as otherwise provided hereinafter, all facilities constructed or installed above ground shall be approved by the city. Pedestals, junction boxes, metering facilities and similar appurtenances may be placed above ground. Users shall not place facilities within public rights-of-way in such a manner as to unreasonably interfere with existing electrical, cable, or telecommunications fixtures, water hydrants or mains, or drainage or sanitary sewer facilities, and all such facilities shall be placed in such manner as not to interfere with usual travel or public and/or municipal use of the public rights-of-way. The city shall have the right to direct the location of facilities in the public rights-of-way. The installation, repair, construction, maintenance, and replacement of facilities in the rights-of-way shall be subject to inspection and approval by the city. Users shall cooperate fully with the city in conducting inspections. Users shall promptly perform remedial action required by the city pursuant to such inspection.

(Ord. No. 867, § 14, 2-26-01)

Sec. 10-303. Line location and identification.

Users shall be responsible for obtaining line locations from the Texas one-call system, the city, and all affected utilities and others with facilities in public right-of-way, prior to any excavation. Use of the geographic information system or plans of record shall not satisfy this requirement. The user shall be responsible for verifying the location, both horizontal and vertical, of all facilities. When required by the city public works director or his designee, a user shall verify locations of potential conflicts with existing facilities by not hosing, hand digging, or other similar method, prior to any excavation or boring. Placement of all manholes and/or hand holes must be approved in advance by the city public works director or his designee. Hand holes or manholes shall not be located in sidewalks unless approved by the city public works director or his designee. Location flags shall not be removed while facilities are being constructed. All location flags shall be removed during the cleanup process by the user at completion of the work. The user, or his agent, contractor, or subcontractor, shall notify the city public works director or his designee immediately of any damage to other utilities.

(Ord. No. 867, § 15, 2-26-01)

Sec. 10-304. Planning for capital improvement projects.

Users shall apprise the city of existing and planned construction, maintenance, and other activities of the user within public rights-of-way. Except for emergencies, users shall coordinate all installations and construction within the public rights-of-way with the city's capital improvement programs. City shall notify user within 60 days of the date city will demand relocation or removal of users facilities to facilitate city's capital program. Within 60 days following receipt of the city's notice thereof, each user shall provide a written report to the city identifying and describing generally the existing facilities that are within or cross through the boundaries of each project identified by the city. The city and the user shall provide to each other the names of their respective designated officials who will serve as representatives for coordination of the exchange of information and planning on any such project. Users shall field locate their facilities, and identify same with surface markings, within 15 working days following the city's request therefor.

(Ord. No. 867, § 16, 2-26-01)

Sec. 10-305. Guarantee of performance.

Except as provided in section 10-298 hereof, each user, at the time of submission of its initial and each renewal registration application, shall file with the city a guarantee of performance of the user's obligations hereunder, whether to be performed by the user or any contractor or subcontractor on behalf of the user, to complete the installation of its facilities within the public rights-of-way in accordance with the permits and approved plans and specifications therefor. Such guarantee shall be payable to the city, in the amount of \$50,000.00. Provided however, in the event a user, or a contractor or subcontractor performing work on behalf of a user, applies for a permit for work in which the estimated cost of restoration will exceed \$50,000.00, such user shall file a supplemental guarantee for such additional reconstruction costs. Such guarantee make take the form of a bond, an irrevocable letter of credit, or a statement of fiscal responsibility, as set forth below:

- (a) *Bonds.* A corporate surety bond issued by a corporate surety authorized to do business in the State of Texas. The bond shall contain the following endorsement: "It is hereby understood and agreed that this bond may not be canceled by the surety, nor may any intention not to renew be exercised by the surety until sixty (60) days after receipt by the city, by registered or certified mail or written notice, of such intent to cancel or to not renew." The rights reserved to the city with respect to the bond are in addition to all other rights of the city and no action, proceeding, or exercise of a right with respect to such bond shall affect any other rights of the city; or

- (b) *Letters of credit.* An irrevocable letter of credit, in a form satisfactory to the mayor and the city attorney shall be issued by a federally insured commercial lending institution with a credit rating of BAA or BBB + or higher. The federally insured commercial institution on which the irrevocable letter of credit is to be drawn shall be acceptable to the city. The irrevocable letter of credit shall contain the following endorsement: "At least sixty (60) days' prior written notice shall be given to the mayor by the financial institution of any intention to cancel, replace, fail to renew, or materially alter this irrevocable letter of credit. Such notice shall be given by certified mail to the mayor and city attorney. The City of Piney Point Village may draw upon this irrevocable letter of credit by presentation of a draft at sight, accompanied by a written certificate signed by the mayor of the city, certifying that _____(user) has failed to comply with provisions of ordinances applicable to _____(user's) use of public rights-of-way within the City of Piney Point Village, Texas."

After providing a user with 30 days advance written notice of any amount due and owing, and the user's failure to pay such amounts, the city may draw upon the irrevocable letter of credit by presentation of a draft at sight, on the lending institution, accompanied by a written certificate signed by the mayor certifying that the user has failed to comply with the provisions of this article.

The user shall structure the irrevocable letter of credit in such a manner that if the city draws upon the irrevocable letter of credit and reduces the amount of available credit to an amount below \$50,000.00, the user shall replenish the irrevocable letter of credit to a minimum of \$50,000.00 within five calendar days after the available credit is reduced to an amount below \$50,000.00. The intent of this section is to ensure that the credit available to the city shall at no time fall below \$50,000.00.

- (c) *Statement of fiscal responsibility.* Written evidence, in the form of its most recent audited financial statement, showing assets or reserves sufficient to cover the amount of the guarantee required by this section. If the user's assets or reserves are no longer adequate to comply with the amounts required by this section, the user shall immediately notify the city and shall obtain a bond or letter of credit as set forth above.

The rights reserved to the city with respect to the financial guarantees provided for in this section are in addition to all other rights of the city, whether reserved by this amendment or otherwise authorized by law, and no action, proceeding, or right with respect to the guarantee shall affect any other right the city has or may have.

(Ord. No. 867, § 17, 2-26-01)

Sec. 10-306. Insurance and indemnity.

- (a) *Insurance.* A user shall procure and maintain insurance in full force and effect at all times while its facilities are located in the public rights-of-way. The insurance shall cover all risks associated with the use and occupancy of such rights-of-way. Coverages shall be on an "occurrence basis." The insurance requirements applicable to a user under this section shall be applicable to all persons performing work within public rights-of-way on behalf of such user unless such person is covered, or named as an additional insured, under the policies of insurance supplied by the user pursuant hereto. If any person other than a user is required to provide such insurance, the provisions referring to a user hereinbelow shall be construed to mean such person.

- (1) *Risks and limits of liability.* The insurance, at a minimum, must include the following coverages and limits of liability:

COVERAGE	LIMIT OF LIABILITY
(i)	Workers' Compensation and Employer's Liability: Statutory
(ii)	Employer's Liability: Bodily injury \$1,000,000.00 (each occurrence)

(iii)	Commercial General Liability: Combined single limit for bodily injury and property damage of \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate
(a)	All premises/operations
(b)	Independent contractors
(c)	Products/completed operations
(d)	Personal and advertising injury
(e)	Contractual liability
(f)	Explosion, collapse and underground hazards
(iv)	Comprehensive Automobile Liability, including coverage for loading and unloading hazards for: Combined single limit for bodily injury and property damage of \$1,000,000.00 per occurrence
(a)	Owned/leased vehicles
(b)	Non-owned vehicles
(c)	Hired automobiles
(v)	Excess Coverage: \$5,000,000.00 per occurrence/combined aggregate in excess of limits specified for Employer's Liability, Commercial General Liability, and Automobile Liability

Note: Aggregate limits are for a 12-month policy period, unless otherwise indicated

- (2) *Form of policies.* The insurance may be in one or more policies of insurance, the form of which must be approved by the Texas insurance commission.
- (3) *Issuers of policies.* The issuer of any policy shall be authorized to transact insurance business in the State of Texas.
- (4) *Insured parties.* Each policy shall name the user and the city (and the officers, agents and employees of the city) as insured parties.
- (5) *Deductibles.* The user shall assume and bear any claims or losses to the extent of any deductible amounts and waives any claims it may ever have for the deductible amounts against the city, its officers, agents or employees.
- (6) *Cancellation.* Each policy shall expressly state that it may not be canceled or non-renewed unless thirty (30) days advance notice of cancellation or non-renewal is given in writing to the city.
- (7) *Subrogation.* Each policy shall contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the city, its officers, agents or employees.
- (8) *Liability for premium.* If any of the policies referred to above do not have a flat premium rate, and such premium has not been paid in full, such policy shall have a rider or other appropriate certificate or waiver sufficient to establish that the issuer is entitled to look only to the user for any further premium payment and has no right to recover any premiums from the city.
- (9) *"Other insurance" clause.* The insurance policy(ies) shall provide that the "other insurance" clause does not apply to the city where the city is shown on the policy as an additional insured.
- (10) *Delivery of policies.* The originals of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them, together with written proof that the premiums have been paid, shall be deposited by the user with the city secretary prior to commencement of any work. Failure on the part of the user to furnish a new policy or certified copy thereof before the expiration date of any such policy, or failure to obtain a new policy before the date fixed for the cancellation of an existing policy, so that the insurance referred to shall be continuously in effect, shall constitute a violation hereunder.

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- (11) *Liability of user.* The city's approval, disapproval, or failure to act regarding any insurance supplied by a user shall not relieve such person from full responsibility or liability for damages and accidents arising out of use or occupancy of public right-of-way. Neither bankruptcy, insolvency nor denial of liability by the insurance company shall exonerate the user from liability.
- (12) *Self-insurance.* A user may elect to self-insure to provide the insurance coverage required hereunder, subject to the restrictions set forth in this subsection, provided the user submits to the city copies of its certificates of self-insurance from the Texas department of insurance, and its most recent audited financial statements showing self-insurance reserves or other assets sufficient to pay judgments equal to the limits set forth above. A user shall also provide to the city documentation evidencing its process for reviewing and paying claims. The city shall be protected by a user's self-insurance to the same extent as an additional insured on a policy issued by an insurance company. If a user's self-insurance program ceases, or a user's assets or reserves are no longer sufficient to comply with the above coverage requirements, the user shall immediately notify the city of such lapse of coverage, and the user shall obtain commercial insurance, in accordance with the above requirements, within 30 days following such notice.
- (b) *Indemnity.* To the extent permitted by law, each user, and each person performing work within a public right-of-way as a contractor on behalf of a user, shall indemnify and hold the city harmless as set forth below. If any person other than a user is required to provide such indemnity, the provisions referring to a user hereinbelow shall be construed to mean such person.

The user shall promptly defend, indemnify, and hold the city harmless from and against all damages, costs, losses, or expenses (i) for the repair, replacement, or restoration of city's property, equipment, materials, structures, and facilities which are damaged, destroyed, or found to be defective solely as a result of the user's acts or omissions; and (ii) from and against any and all claims, demands, suits, causes of action, and judgments for (a) damage to or loss of the property of any person (including, but not limited to, the user, its agents, officers, employees, and subcontractors, and the city, its agents, officers, and employees, and third parties); and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person (including, but not limited to, the officers, agents, and employees of the user, the user's contractors, and the city's officers, agents, and employees, and third parties), arising out of, incident to, concerning, or resulting from, the negligent or willful acts or omissions of the user, its officers, agents, employees, and/or subcontractors, in the performance of activities pursuant to this amendment.

This indemnity provision is intended to include liability arising from the city's alleged negligence, but only to the extent such liability arises out of a claim or claims that the city was negligent in authorizing the user to use or occupy the public rights-of-way, in regulating the conduct of the user, or in failing to prevent the user from acting in a negligent or wrongful manner.

For purposes of this indemnification provision, acts or omissions of the officer, agents, employees and contractors of the user shall be considered the acts and omissions of the user.

The indemnity provision set forth above is solely for the benefit of the city and the user and is not intended to create or grant any rights, contractual or otherwise, to any other person.

(Ord. No. 867, § 18, 2-26-01)

Sec. 10-307. Revocation or denial of construction permits.

If any provision of this article is not followed, a permit for the construction of facilities may be revoked. If a person has not followed the terms and conditions of this article with respect to work done pursuant to a prior permit, new permits may be denied or additional terms may be required.

(Ord. No. 867, § 19, 2-26-01)

Sec. 10-308. Appeal from denial or revocation of permit.

Appeals from denials or revocations of permits shall be to the city council. Appeals shall be filed with the city secretary within 15 days from the date of the denial or revocation. A hearing shall be held within 30 days of the date the appeal is filed with the city secretary.

(Ord. No. 867, § 20, 2-26-01)

Sec. 10-309. Conflicts with existing or future franchises.

In the event of conflict between the provisions of this amendment and any franchise or other written authorization heretofore or hereafter approved by city, the provisions of this amendment shall control. Provided however, any condition imposed pursuant to a zoning specific use permit shall be in addition to the requirements hereof.

(Ord. No. 867, § 21, 2-26-01)

Sec. 10-310. Notice.

Any notice required to be given to city hereunder shall be given in writing, and may be effected by (i) personal delivery if delivered to the mayor or his designee, (ii) by facsimile or electronic mail, if delivered to the said mayor or his designee and to the city secretary, or (iii) by United States mail, postage prepaid, registered or certified, return receipt requested, addressed to the mayor or his designee and the city secretary. No notice shall be deemed given until actual receipt by city as hereinabove set forth.

(Ord. No. 867, § 22, 2-26-01)

Sec. 10-311. Penalties/remedies.

- (a) *Criminal penalty.* Any person who shall violate any provision of this amendment shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense. Prosecution for, and imposition of, criminal penalties under this subsection shall not bar the city from seeking other additional remedies as may be provided in this amendment, by law, or in equity.
- (b) *Civil penalties.* Civil penalties may be imposed for violation of any provision of this amendment, as follows:
 - (1) Up to \$1,000.00 for each violation, and each day of a continuing violation may be considered a new violation; and/or
 - (2) Revocation of any or all permits granted to allow work in public rights-of-way, subject to procedural guidelines provided in this article, any agreement which applies to the person subject to the complaint, and subject to any limitation imposed by federal or state law.

(Ord. No. 867, § 23, 2-26-01)

Secs. 10-312—10-320. Reserved.

Chapter 56 RIGHT-OF-WAY MANAGEMENT¹

ARTICLE 1. PERMIT REQUIRED FOR WORK IN RIGHT-OF-WAY

Sec. 56-1. Definitions

Whenever used in this article, the following terms, as well as their singulars, plurals and possessives, shall have the following definitions and meanings, unless the context of the sentence in which they are used indicates otherwise.

Access line. Pursuant to chapter 283 of the Texas Local Government Code, as amended, a unit of measurement representing:

- (1) Each switched transmission path of the transmission media that is physically within a public right-of-way extended to the end-use customer's premises within the city that allows the delivery of local exchange telephone services within the city; and that is provided by means of owned facilities, unbundled network elements or leased facilities, or resale;
- (2) Each termination point or points of a nonswitched telephone or other circuit consisting of transmission media located within a public right-of-way connecting specific locations identified by, and provided to, the end-use customer for delivery of nonswitched telecommunications services within the municipality; or
- (3) Each switched transmission path within a public right-of-way used to provide central office-based PBX-type services for systems of any number of stations within the municipality, and in that instance, one path shall be counted for every ten stations served.

An access line may not be construed to include interoffice transport or other transmission media that do not terminate at an end-use customer's premises or to permit duplicate or multiple assessment of access line rates on the provision of a single service.

Antenna. Communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Cable service. "Cable service" as defined in the Cable Communications Policy Act of 1984, as amended, 47 U.S.C. § 532 et seq.

City. The City of Piney Point Village, Texas.

City Code. The Code of Ordinances of the City of Piney Point Village, Texas, as amended.

City council. The municipal governing body of the City of Piney Point Village, Texas.

City administrator. The city administrator of the City of Piney Point Village, Texas or the designee of the city administrator.

¹Editor's note(s)—Ord. No. 2017.08.28 , § 1, adopted August 30, 2017, amended the Code by repealing former ch. 56, §§ 56-31—56-33 and 56-41—56-46, and adding a new ch. 56. Former ch. 56 pertained to telecommunications, and derived from Ord. No. 837, adopted June 28, 1999.

Collocate and collocation. The installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

Consumer price index. The annual revised Consumer Price Index for All Urban Consumers for Texas, as published by the federal Bureau of Labor Statistics.

Concealment. Any wireless facility that is covered, blended, painted, disguised, camouflaged, or otherwise concealed such that the wireless facility blends into the surrounding environment and is visually unobtrusive. Concealment includes but is not limited to covering with a façade, designs that blend with the surrounding character of an area, paint that matches surrounding poles, disguising with landscaping, or locating underground.

Decorative pole. A streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments have been placed or are permitted to be placed according to city Code.

Design area. An area that is zoned, or otherwise designated by city code, and for which the city maintains and enforces unique design and aesthetic standards.

Design manual. The design requirements for specific types of facilities, including any adopted design manuals, the city's unified development code, adopted construction codes and any other city requirements.

Direction of the city. All ordinances, laws, rules, resolutions, and regulations of the city that are now in force or may hereafter be passed and adopted.

Easement. Any public easement or other compatible use created by dedication, or by other means, to the city for public utility purposes or any other purpose whatsoever. "Easement" shall include a private easement used for the provision of utilities.

Facilities. Any and all of the network nodes, transport facilities, equipment cabinets, node support poles, duct spaces, manholes, poles, conduits, underground and overhead passageways, and other equipment, structures, plant, and appurtenances and all transmission media used for the provision of wireless service or telecommunication service.

Federal Communications Commission or FCC. The Federal Administrative Agency, or lawful successor, authorized to oversee cable television and other multi-channel regulation on a national level.

Historic area. An area that is zoned or otherwise designated as a historic area under municipal, state, or federal law.

Law. Common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

Line fee. A monthly fee to be applied to each access line for the calculation of the total amount to be paid to the city as a rights-of-way fee.

Location. The city-approved and lawfully permitted location for the network node.

Macro tower. A guyed or self-supported pole or monopole greater than the lesser of (i) 55 feet, or (ii) ten feet higher than the tallest existing utility pole located within 500 linear feet of the new pole in the same public right-of-way and that supports or is capable of supporting antennas.

Micro network node. A network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Municipally owned utility pole. A utility pole owned or operated by a municipally owned utility, as defined by Texas Utilities Code § 11.003, and located in a public right-of-way.

Park. Any property dedicated or used as a park or for public park purposes or that may be dedicated or used as a park or for public park purposes within the city.

Network node or node. Equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term includes: (i) equipment associated with wireless communications; (ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and does not include: (i) an electric generator; (ii) a pole; or (iii) a macro tower.

Network provider. A wireless service provider; or a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider: (i) network nodes; or (ii) node support poles or any other structure that supports or is capable of supporting a network node.

New node support pole or new pole. A new installation, including any extension or replacement of an existing pole where the replacement is not excepted from permit requirements under this chapter.

Node support pole. A pole installed by a network provider for the primary purpose of supporting a network node.

Permit. A written authorization for the use of the public right-of-way, including collocation on a service pole, required from the city before a provider may perform an action under this chapter.

Permit holder. Any person that has applied for or been issued a permit pursuant to the terms of this chapter.

Provider. A network provider or telecommunication service provider.

Pole. A service pole, municipally owned utility pole, node support pole, or utility pole.

Private easement. An easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

Public right-of-way or right-of-way. The area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include: (A) a private easement; or (B) the airwaves above a public right-of-way with regard to wireless telecommunications. This includes but is not limited to all present and future public streets, avenues, highways, alleys, sidewalks, boulevards, drives, tunnels, easements, bridges, and other such similar passageways, thoroughfares, and public ways within the city.

Public utility. A public utility as that term is used in the Public Utility Regulatory Act, Texas Utilities Code § 11.004, including municipally owned and/or operated utilities.

Rights-of-way fee. The total amount paid to the city on a quarterly basis for access lines and on an annual basis for other facilities for the use and occupancy of the rights-of-way. For network providers, this is the rental charge paid in accordance with chapter 284 of the Texas Local Government Code.

Service pole. A pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including: a pole that supports traffic control functions; a structure for signage; a pole that supports lighting, other than a decorative pole; and a pole or similar structure owned or operated by a municipality and supporting only network nodes.

Street. The portion of the public right-of-way, including a highway, designed or used for vehicular traffic, including that part of the street marked or platted as a bicycle or public transit lane. Street width shall be the widest of the following measurements: (i) edge of pavement to edge of pavement, or (ii) curb to curb.

Substantially similar. Includes the following: (i) A replacement or upgrade that does not include replacement of an existing node support pole nor defeat existing concealment elements of a node support pole; and (ii) a new or upgraded network node, including the antenna or other equipment element, will not be more than ten percent larger than the existing node, provided that the increase may not result in the node exceeding the size limitations provided by the city's design manual; and the new or upgraded pole will not be more than ten percent higher than

the existing pole, provided that the increase may not result in the pole exceeding the applicable height limitations prescribed by the city's design manual.

Telecommunications service. Any "local exchange telephone service," as defined by Texas Utilities Code § 51.002, or voice communications services provided through wireline facilities located at least in part in the public right-of-way, without regard to the delivery technology, including internet protocol technology. The term does not include voice service provided by a commercial mobile service provider as defined by 47 U.S.C. Section 332(d).

Telecommunications service provider. Any "certificated telecommunications provider" as the term is defined by Texas Local Government Code § 283.002.

Transmission media. Any and all of the cables, fibers, wires or other physical devices owned, maintained or placed by a user to transmit and/or receive communication signals, whether analog, digital or of other characteristics, and whether for voice, data or other purposes.

Transport facility. Each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

Use and occupancy. Acquisition, installation, construction, reconstruction, maintenance, repair, control, or operation of any facilities within the rights-of-way for any purpose whatsoever.

User. Any person that owns, controls, constructs, installs, repairs, maintains, upgrades or removes a structure in the right-of-way, including any contractor or subcontractor of a person who owns or controls a structure in the right-of-way.

Utility pole. A pole that provides: electric distribution with a voltage rating of not more than 56.5 kilovolts; or services of a wireless provider, as defined by Texas Utilities Code § 51.002.

Wireless service. Any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

Wireless service provider. A person that provides wireless service to the public.

(Ord. No. 2017.08.28 , § 1, 8-30-17)

Sec. 56-2. Registration and construction permits.

No person shall commence or continue with the construction or installation of any structure within the rights-of-way of the city except as provided by this chapter, or as provided by other city permits or written agreements with the city.

- (1) *Registration required.* All users of the right-of-way must register annually with the city. Registration and permits will be issued in the name of the person who will own the facilities. Registration shall include:
 - a. The name of the user of the right-of-way;
 - b. The name, address, and telephone number of people who will be contact person(s) for the user;
 - c. The name(s) and telephone number of an emergency contact who shall be available 24 hours a day;
 - d. The location, including exact coordinates, of all structures located in the rights-of-way; and
 - e. A description of each structure located in the rights-of-way.
- (2) *Construction permit required.* Unless otherwise provided by this Chapter, no person shall perform any construction or installation of structures in the right-of-way without first obtaining a construction permit. The permit will be in the name of the person who will own the proposed structures. The permit

must be completed and signed by a representative of the owner of the proposed structures. The permit shall state to whom it is issued, location of work, location of proposed structures, estimated dates and times the work is to take place and any other conditions set out by the city administrator or his/her designee, or other decision making body when applicable.

- a. *Permit information required.* The person requesting a permit will provide the city administrator or his/her designee with documentation describing:
 1. The proposed, approximate location and route of all structures to be constructed or installed and the applicant's plan for right-of-way construction.
 2. Engineering plans provided on a drawing scale not smaller than one inch equals 100 feet unless otherwise approved by city administrator.
 3. Description of all existing public and private utilities in close proximity to applicant's proposed route.
 4. Description of the applicant's proposed installation, such as pipe size, number of interducts, valves, etc.
 5. Description of plans to remove and replace pavement or drainage works in streets. Plans submitted must conform to City of Piney Point Village standard construction requirements.
 6. Drawings of any bores, trenches, handholes, manholes, switch gear, transformers, pedestals, etc. including depth.
 7. Manholes of the type applicant plans to use or access.
 8. Complete legend of drawings submitted by applicant, which may be provided by reference to previously submitted documents.
 9. Three sets of engineering plans must be submitted with permit application.
 10. The construction and installation methods to be employed for the protection of existing structures, fixtures, and facilities within or adjacent to the right-of-way, and the estimated dates and times work will occur, all of which (methods, dates, times, etc.) are subject to approval of the city administrator or his/her designee; and
 11. Proof of insurance or net worth as required.
- b. *Access to site.* All construction and installation in the right-of-way shall be in accordance with the permit for the facilities. The city administrator or his/her designee shall be provided access to the work and to such further information as may reasonably be required to ensure compliance with the permit.
- c. *Plans at site.* A copy of the construction permit and approved engineering plans shall be maintained at the construction site and made available for inspection by the city administrator at all times when construction or installation work is occurring.
- d. *Timeliness.* All construction or installation work authorized by permit must be completed in the time specified in the construction permit. If the work cannot be completed in the specified time periods, the permittee may request an extension from the city administrator or his/her designee.
- e. *Insurance and bonds.*
 1. An applicant must provide proof of liability insurance in the amount of \$1,000,000.00, as approved by the city administrator or his/her designee. Such requirements may be waived by the city administrator or his/her designee, if the applicant provides acceptable evidence of self-insurance backed by assets equal to but not less than a net worth in the amount of

at least \$5,000,000.00 as approved by the city administrator or his/her designee and the director of financial services or his/her designee.

2. The coverage provided shall be on an "occurrence" basis and shall include coverage for personal injury, contractual liability, premises liability, medical damages, underground, explosion, and collapse hazards.
 3. Each policy must include a cancellation provision in which the insurance company is required to notify the city in writing not fewer than 30 days before canceling, failing to renew, or reducing policy limits.
 4. The applicant shall file the required original certificate of insurance prior to any commencement of work. The certificate shall state the policy number; name of the insurance company; name and address of the agent or authorized representative of the insurance company; name, address and telephone number of insured; policy expiration date; and specific coverage amounts.
 5. Applicant shall file a surety bond from a surety company authorized to do business in the state in the amount of \$15,000.00 to guarantee the restoration of the right-of-way in the event the applicant leaves a job site in the right-of-way unfinished, incomplete, or unsafe. Such requirement for a surety bond may be waived by the city administrator or his/her designee upon a showing of financial responsibility by the applicant.
- f. *Approval.* Unless otherwise provided by this chapter, requests for permits shall be approved or disapproved by the city administrator or his/her designee within a reasonable time of receiving all the necessary information. The city administrator or his/her designee shall use his/her best efforts to approve or disapprove a request for permit as soon as possible.
- g. *Pre-construction meeting.* The city administrator or user may request a pre-construction meeting.
- (3) *Exception to construction permit and registration requirement.* The following activities shall not be required to obtain a permit under this chapter.
- a. *Emergencies.* Emergency responses related to existing facilities may be undertaken without first obtaining a permit; however, the city administrator must be notified in writing within two business days of any construction related to an emergency response. A reasonably detailed description of the work performed in the right-of-way and an updated map of any facilities moved shall be provided as soon as practicable.
 - b. *Routine maintenance.* Except as specifically provided otherwise by this chapter, the installation of structures necessary to initiate utility, water, wastewater or other service to a customer's property or the repair or maintenance of existing structures, unless such repair or maintenance requires the breaking of pavement, excavation in the right-of-way, or the closure of a public traffic lane for greater than two hours, are not required to obtain a permit under this chapter.

(Ord. No. 2017.08.28 , § 1, 8-30-17)

Sec. 56-3. Construction standards.

- (a) *Advance notice required.* The city administrator shall be notified 24 hours in advance that construction is ready to proceed by either the right-of-way user, their contractor or representative, including the name, address, and phone numbers of the contractor performing the actual construction, and the name and telephone number of the individual who will be available at all times during construction. Failure to provide the above information will result in the suspension of the permit until the required information is received.

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- (b) *Conformance to other laws.* All construction shall be in conformance with all city codes and applicable local, state, and federal laws.
 - (c) *Erosion control.* Erosion control measures (*i.e.*, silt fence) and advance warning signs, markers, cones, and barricades must be in place before work begins. Permit holder may be required to show proof of EPA approved plans relating to storm water and erosion when applicable or a letter stating such plans are not required. User shall comply with city, state, and federal guidelines regulating storm water management erosion control. Requirements shall include, but not be limited to, silt fencing around any excavation that will be left overnight, silt fencing in erosion areas until reasonable vegetation is established, barricade fencing around open holes, and high erosion areas will require wire backed silt fencing, or straw bales, as appropriate.
 - (d) *Lane closures.* Lane closures on collectors and thoroughfares, as identified by the city's thoroughfare plan, is limited to after 8:30 a.m. and before 4:00 p.m. unless the city administrator grants prior approval. Arrow boards will be required on lane closures, with all barricades, advanced warning signs and 36-inch reflector cones placed according to the specifications of the city administrator.
 - (e) *Workmanship.* Users are responsible for the workmanship and any damages caused by a contractor or subcontractor. A responsible representative of the permit holder will be available to city administrator at all times during construction.
 - (f) *Notice of damage.* All users shall notify the city administrator immediately of any damage to other utilities, either city or privately owned.
 - (g) *Prior approval required for street or sidewalk cut.* Except in the event of an emergency, prior approval must be obtained from the city administrator when a street or sidewalk cut is required and all requirements of the city shall be followed. Repair of all street and sidewalk removals shall be made promptly to avoid safety hazards to vehicle and pedestrian traffic.
 - (h) *Interference prohibited.* Newly installed structures shall not interfere with facilities or structures of other users, in particular gravity dependent facilities.
 - (i) *Depth.* Structures shall be installed at a minimum of two feet depth, unless approved by the city administrator or as otherwise provided by this Chapter.
 - (j) *Working hours.* Except in the event of an emergency, working hours in the rights-of-way are 7:00 a.m. to 7:00 p.m., Monday through Friday and from 8:00 a.m. to 6:00 p.m. Saturday. Except in the event of an emergency, any work performed on Sunday is prohibited. Directional boring is permitted only Monday through Friday.

(Ord. No. 2017.08.28 , § 1, 8-30-17)

Sec. 56-4. Plans of record.

Right-of-way users shall provide the city administrator director or his/her designee with "plans of record" within ten days of completion of structures in the right-of-way. The plans shall be provided to the city in the format specified by the city administrator. Submittal of "plans of record" should be in digital formatting as well as written or in any other format requested by the city administrator. The requirement to provide "plans of record" may be waived by the city administrator upon a showing of good cause.

(Ord. No. 2017.08.28 , § 1, 8-30-17)

Sec. 56-5. Facility location and conformance with public improvements.

Prior to initiating construction of a "city project" in the right-of-way, the city will provide each right-of-way user preliminary project plans at various stages of completion (i.e., 30 percent plans, 60 percent plans, 90 percent plans and final plans). Upon receipt of the first submittal of preliminary project plans (30 percent plans), each right-of-way user shall be responsible for verifying the location of its underground structures in the vicinity of the city's project. In verifying the location of structures as required by this section, each right-of-way user shall compile the information obtained regarding any structures located in the right-of-way that are potentially affected by the city project and shall, within 30 days of receipt of the first submittal of the preliminary project plans, make that information available to the city in a written and verified format acceptable to the city's project director or his/her designee. Whenever by reasons of widening or straightening of streets, water or sewer line projects, or any other city administrator projects (i.e., install or improve storm drains, water lines, sewer lines) it shall be deemed necessary by the governing body of the city to remove, alter, change, adapt, or conform the underground or overhead structures of a right-of-way user, such alterations shall be made by the owner of the structures at the owner's expense within 45 calendar days from the receipt of written notice to make the alterations, unless a different schedule has been approved by the project director or his/her designee. The owner of the structures shall be responsible for any direct costs incurred by the city, associated with project delays resulting from owner's failure to conform structures within the time limits established by this section. Reimbursement for all costs provided for by this paragraph shall be made within 30 calendar days from the day which the owner receives written notice of such costs.

(Ord. No. 2017.08.28 , § 1, 8-30-17)

Sec. 56-6. Improperly installed structures.

- (a) *Proper installation required.* Structures in the rights-of-way shall be properly installed, repaired, upgraded and maintained. Structures shall be considered to be improperly installed, repaired, upgraded, or maintained if:
 - (1) The installation, repairs, upgrade, or maintenance endangers people;
 - (2) The structures do not meet the applicable city requirements;
 - (3) The structures are not capable of being located using standard practices; or
 - (4) The structures are not located in the proper place in accordance with the plans approved by the city administrator.
- (c) *Existing structures.* This section shall not apply to structures installed prior to the effective date of this ordinance unless such structures are repaired or upgraded.
- (d) *City administrator review of poles.* When poles are used, the type of poles, location, depth, upgrades, etc. shall be subject to review of the city administrator, unless otherwise provided by this chapter.

(Ord. No. 2017.08.28 , § 1, 8-30-17)

Sec. 56-7. Restoration of property.

- (a) *Restoration of affected property required.* Users of the right-of-way shall restore property affected by construction in the right-of-way to a condition that is equal to or better than the condition of the property prior to the performance of the work. This includes, but is not limited to, replacing all natural ground cover with an equal or better type of ground cover damaged during work, either by sodding or seeding, as directed by city administrator.

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- (b) *Restoration requirements.* Restoration shall be to the reasonable satisfaction of the city administrator. The restoration shall include, but not be limited to:
- (1) Installation of all manholes and handholes, as required;
 - (2) All bore pits, potholes, trenches, or any other holes shall be covered or barricaded daily;
 - (3) Leveling of all trenches and backhoe lines;
 - (4) Restoration of excavation site to city specifications.
- (c) *Locator flags.* All locator flags shall be removed during the cleanup process by the permit holder or his/her contractor at the completion of the work.

(Ord. No. 2017.08.28 , § 1, 8-30-17)

Sec. 56-8. Revocation or denial of permit.

If any provisions of this chapter are not followed, a permit may be revoked by the city administrator. If any person fails to follow the terms and conditions of this chapter in work performed pursuant to a permit, except as provided by article II, new permits may be denied or additional terms required prior to issuance of permits to the same user.

(Ord. No. 2017.08.28 , § 1, 8-30-17)

Secs. 56-9, 56-10. Reserved.

ARTICLE II. TELECOMMUNICATIONS AND WIRELESS FACILITIES

Sec. 56-11. Purpose.

The purpose of this article is to:

- (1) Assist the city in the management of the rights-of-way;
- (2) Govern the use and occupancy of the rights-of-way by telecommunications and network providers;
- (3) Secure fair and reasonable compensation for the use and occupancy of the rights-of-way by providers in a nondiscriminatory and competitively neutral manner; and
- (4) Assist the city in its efforts to protect the public health, safety and welfare.

(Ord. No. 2017.08.28 , § 1, 8-30-17)

Sec. 56-12. Exceptions to permit requirement; notice requirement.

A network provider is not required to obtain a construction permit, or pay a rate to the city for:

- (1) Routine maintenance that does not require excavation or closing of sidewalks or vehicular lanes in a public right-of-way;
- (2) Replacing or upgrading a network node or network pole with a node or pole that is substantially similar in size or smaller and that does not require excavation or closing of sidewalks or vehicular lanes in a public right-of-way; or

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- (3) The installation, placement, maintenance, operation, or replacement of micro network nodes that are strung on cables between existing poles or node support poles in compliance with the National Electrical Safety Code.

At least 24-hour advance written notice to the city of work performed under this section is required, including proof that the network provider is acting with approval of a pole's owner; and proof that the size limitations may not in any event exceed the parameters prescribed by this chapter and the city's design manual.

(Ord. No. 2017.08.28 , § 1, 8-30-17)

Sec. 56-13. General terms.

- (a) *Permit rights apply to permit holder only.* The rights granted by this chapter inure to the benefit of the permit holder only. The rights granted by permit may not be assigned, transferred, or sold to another by the permit holder. For the purposes of this section, assignment, transfer or sale means a change of operating control of the permit holder, expressly excepting an assignment or transfer to entities that control, are controlled by or are under common control with permit holder.
- (b) *Not exclusive.* No rights agreed to in this chapter by the city shall be exclusive and the city reserves the right to grant franchises, licenses, easements or permissions to use the rights-of-way within the city to any person as the city, in its sole discretion, may determine to be in the public interest.
- (c) *Deed restrictions.* A provider installing facilities in a public right-of way shall comply with private deed restrictions and other private restrictions in the area.
- (d) *Cable service not authorized by permit.* A permit holder is not authorized to provide cable service as a cable operator in the city under this chapter, but must first obtain a franchise agreement from the city for that purpose, under such terms and conditions as may be required by law. A permit for the installation, placement, maintenance, or operation of a network node or transport facility under this chapter shall not confer authorization to provide cable service or video service, as defined by Texas Utilities Code § 66.002, or information service as defined by 47 U.S.C. Section 153(24), or wireless service as defined by 47 U.S.C. Section 153(53), in the public right-of-way.
- (e) *Interference not permitted; notice and time for correction of interference.* A network provider shall ensure that the operation of a network node does not cause any harmful radio frequency interference to a Federal Communications Commission-authorized mobile wireless operation of the municipality operating at the time the network node was initially installed or constructed. On written notice, a network provider shall take all steps reasonably necessary to remedy any harmful interference. If a network provider fails to correct any harmful interference within 60 days of written notice, the city may upon 14-day advance written notice revoke any and all permits for the network node.
- (f) *Permit limited.* A permit provided under this chapter does not provide authorization for attachment of network nodes on poles and other structures owned or operated by investor-owned electric utilities, as defined by Texas Utilities Code § 31.002, electric cooperatives, telephone cooperatives, as defined by Texas Utilities Code § 162.003, or wireless providers, as defined by Texas Utilities Code § 51.002.
- (g) *Other requirements.* The city may impose additional requirements on the activities of providers in the public right-of-way to the extent that the regulations are reasonably necessary to protect the health, safety, and welfare of the public.

(Ord. No. 2017.08.28 , § 1, 8-30-17)

Sec. 56-14. Compensation.

- (a) *Construction permit fee.* Except as otherwise provided by chapter 283 of the Texas Local Government Code, the user shall pay to the city a construction permit fee that is calculated as of the date of application for permit by applying the appropriate permit fee to each of the facilities included in the application, in accordance with the design manual, not to exceed the values provided in the table below.
- (b) *Rights-of-way fee.* The permit holder shall pay to the city a rights-of-way fee that is calculated in accordance with chapter 283 of the Texas Local Government Code, or the table below, as applicable. The rights-of-way fee for access lines shall be as proscribed by the state public utilities commission. Rights-of-way fees for all facilities other than access lines shall be prorated for the first year in which a construction permit fee is paid, and shall be paid at the time of the permit application.

Equipment Type	Construction Permit Fee	Rights-of-way Fee
Transport facilities	\$500 for first 5 nodes, \$250 for each additional node	\$28 per month per node ^{1, 4}
Network nodes	\$500 for first 5 nodes, \$250 for each additional node	\$250 per year per node ^{2, 3}
Node support poles	\$1,000 per pole	\$250 per year per pole ²

¹ Unless equal or greater amount is paid under chapter 283 of the Local Government Code or chapter 66 of the Utility Code.

² As adjusted by an amount equal to one-half the annual change, if any, in the consumer price index. The city shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the city on or after the 60th day following the written notice.

³ Collocated network nodes on city service poles shall also pay an annual collocation fee at a rate not greater than \$20.00 per year per service pole.

⁴ A network provider may not install its own transport facilities unless the provider: (i) has a permit to use the public right-of-way; and (ii) pays to the city a monthly public right-of-way rate for transport facilities in an amount equal to \$28.00 multiplied by the number of the network provider's network nodes located in the public right-of-way for which the installed transport facilities provide backhaul unless or until the time the network provider's payment of fees to the city exceeds its monthly aggregate per-node compensation to the city. A network provider that wants to connect a network node to the network using the public right-of-way may: (i) install its own transport facilities as provided in this section; or (ii) obtain transport service from a person that is paying municipal fees to occupy the public right-of-way that are the equivalent of not less than \$28.00 per node per month. A public right-of-way rate required by this section is in addition to any other public right-of-way rate required by the city.

- (c) *Annexation and disannexation.* For the purpose of compensating the city under this chapter, a user shall start including or excluding facilities within an annexed or disannexed area within 30 days of written notice by the city to the user of the annexation or disannexation.
- (d) *Timing of rights-of-way fee payment.* Permit holder shall remit the rights-of-way fees on an annual basis, unless otherwise proscribed by chapter 283 of the Texas Local Government Code. Unless otherwise mandated by state law, the payment of rights-of-way fees shall be due on January 31 of each year following the year in which a construction permit fee and prorated rights-of-way fee was paid, and each subsequent year until (i) the facilities are removed from the right-of-way and written notice provided to the city, or (ii) the facilities are no longer owned by the permit holder and written notice of the new owner's name, address, and phone number are provided to the city.

(Ord. No. 2017.08.28 , § 1, 8-30-17)

Sec. 56-15. Construction and maintenance of facilities.

- (a) *Construction requirements.* Except where otherwise provided by state law, a provider shall construct and maintain facilities in accordance with the design manual to ensure facilities do not:
 - (1) Obstruct, impede, or hinder the usual travel or public safety on a public right-of-way;
 - (2) Obstruct the legal use of a public right-of-way by other utility providers;
 - (3) Violate nondiscriminatory applicable codes;
 - (4) Violate or conflict with the city's publicly disclosed public right-of-way design specifications; or
 - (5) Violate the federal Americans with Disabilities Act of 1990 (ADA).
- (b) *Design manual.* Facilities to which this chapter applies must conform to the specifications required by the design manual.
- (c) *Requests for temporary moves.* Upon request, the permit holder shall remove or raise or lower its aerial wires, fiber or cables temporarily to permit the moving of houses or other bulky structures. The expense of such temporary rearrangements shall be paid by the party or parties requesting them, and the permit holder may require payment in advance. The permit holder shall be given not less than 48 hours advance notice to arrange for such temporary rearrangements.
- (d) *Tree trimming.* The permit holder, its contractors and agents have the right, permission and license to trim trees upon and overhanging the rights-of-way to prevent trees from coming in contact with the permit holder's facilities and transmission media. Tree trimming shall be done under the supervision and direction of the city or under the supervision of the city's delegated representative.

(Ord. No. 2017.08.28 , § 1, 8-30-17)

Sec. 56-16. Administration.

- (a) *Reasonable inquiries.* The city may, at any time, make reasonable inquiries pertaining to the terms, conditions, rights and obligations of this chapter, and the permit holder shall respond to such inquiries on a timely basis.
- (b) *FCC / PUC documents.* Copies of petitions, applications, and reports submitted by the permit holder to the Federal Communications Commission or the state public utility commission shall be provided to the city upon specific request.
- (c) *Consolidated permit application.* A network provider that wants to install or collocate multiple network nodes inside the limits of the city is entitled to file a consolidated permit application with the city for not more than 30 network nodes.
- (d) *Documents required for application.* In addition to the requirements of section 56-2, a provider shall provide the following information in its permit applications:
 - (1) The name and address of the person to whom notices are to be sent, a 24-hour per day contact number for the applicant in case of emergency;
 - (2) Location map that includes all other structures within 300 feet of the proposed location;
 - (3) Applicable construction and engineering drawings and information to confirm that the applicant will comply with the design manual and applicable codes;

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- (4) A certificate that the network node(s) complies with applicable regulations of the Federal Communications Commission;
 - (5) Certification that the proposed network node(s) will be placed into active commercial service by or for the provider not later than the sixtieth day after the date of construction and final testing of each network node is completed;
 - (6) An industry standard pole load analysis certified by a licensed engineer;
 - (7) Geotechnical survey for any proposed new pole;
 - (8) A complete application and supporting documents for conditional use permit or other land use approval where required by the design manual;
 - (9) Proof of authorization from the pole's owner to collocate facilities on a pole if not owned by the city, as applicable;
 - (10) Proof of payment of the construction permit fee and prorated rights-of-way fee for the remaining portion of the current calendar year; and
 - (11) Any additional information reasonably related to the provider's use of the public rights-of-way to ensure compliance with the design manual and this chapter.
- (e) *Determination of application completeness.* The city shall determine whether the permit application is complete and notify the applicant of that determination:
- (1) *For network nodes and note support poles:* No later than 30 days after the date the city receives the permit application.
 - (2) *For a transport facility:* No later than ten days after the date the city receives the permit application.
- (f) *Approval or denial of application.* The city shall approve or deny a completed application after the date it is submitted to the city:
- (1) *For network nodes:* No later than 60 days after the date the city administrator receives the complete application.
 - (2) *For network support poles:* No later than 150 days after the date the city receives the complete application.
 - (3) *For transport facilities:* No later than 21 days after the city receives the complete application.
- (g) *Basis for denial of application.* If an application is denied by the city, it shall document the basis for the denial, including the specific applicable city code provisions or other city rules, regulations, or other law on which the denial is based. The documentation for the denial must be sent by electronic mail to the applicant on or before the date that the city administrator denies the application.
- (h) *Resubmission of denied application.* The permit holder may cure the deficiencies identified in the denial application.
- (1) The permit holder has 30 days from the date the city denies the completed application to cure the deficiencies identified in the denial documentation without paying an additional application fee, other than any fee for actual costs incurred by the city.
 - (2) The city shall approve or deny the revised completed application after a denial not later than the ninetieth day after the city administrator receives the revised completed application. The city's review shall be limited to the deficiencies cited in the denial documentation.

(Ord. No. 2017.08.28 , § 1, 8-30-17)

Sec. 56-17. Indemnification.

The permit holder shall indemnify and hold the city harmless from all costs, expenses, and damages to persons or property arising directly or indirectly from the construction, maintenance, repair, or operation of the permit holder's facilities located within the rights-of-way found to be caused solely by the negligence of the permit holder. Expenses shall include any reasonable and necessary attorney's fees and court costs. The city shall give the permit holder prompt written notice of any claim for which the city seeks indemnification. The permit holder shall have the right to investigate, defend and compromise any such claim. This provision is not intended to create a cause of action or liability for the benefit of third parties, but rather this provision is solely for the benefit of the city.

(Ord. No. 2017.08.28 , § 1, 8-30-17)

Sec. 56-18. Relocation and removal of facilities.

- (a) *Street widening or straightening.* In accordance with Texas Utilities Code § 54.203(c), upon 30 days notice by the city, permit holder shall begin relocation of its facilities within the rights-of-way at its own expense to permit the widening or straightening of streets. The notice by the city shall include a specification of the new location for the permit holder's facilities along the rights-of-way.
- (b) *City's right to relocate.* The city retains the right to move any facilities within the rights-of-way to cure or otherwise address a public health or safety emergency. The city shall cooperate to the extent possible with the permit holder in such instances to assure continuity of service and to afford to the permit holder the opportunity to make such relocation itself.
- (c) *Expense and timelines for relocation.* Except as otherwise provided in existing state and federal law, upon notice from the city, a network provider shall relocate or adjust network nodes in a public right-of-way in a timely manner and without cost to the municipality managing the public right-of-way.

(Ord. No. 2017.08.28 , § 1, 8-30-17)

Sec. 56-19. Future contingency.

In the event this chapter or any tariff or other provision that authorizes permit holders to recover the fee provided for in this chapter, becomes unlawful or is declared or determined by a judicial or administrative authority exercising its jurisdiction to be excessive, unenforceable, void, or illegal, in whole or in part, then the city and all permit holders shall negotiate a new compensation arrangement that is in compliance with the authority's decision.

(Ord. No. 2017.08.28 , § 1, 8-30-17)

Sec. 56-20. Conflicts with other requirements.

Where this article conflicts with any other provision of the city Code of Ordinances, this article shall control.

(Ord. No. 2017.08.28 , § 1, 8-30-17)