



City of Piney Point Village

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

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THE CITY OF PINEY POINT VILLAGE REGULAR COUNCIL MEETING MONDAY, AUGUST 26, 2019

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE WILL HOLD A REGULAR MEETING ON MONDAY, AUGUST 26, 2019 AT 6:30 P.M. AT CITY HALL, 7676 WOODWAY, SUITE 300, HOUSTON, TEXAS TO DISCUSS THE AGENDA ITEMS LISTED BELOW.

DECLARATION OF QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

1. Discuss and take possible action on the MVD monthly report to include:

Discussion and possible action on proposed amendment to the Inter-Local Agreement for the Memorial Villages Police Department related to intra-budget transfers of funds

2. Discuss and take possible action on the VFD monthly report, to include:

Discussion and possible action to approve Amendment #5 to the Village Fire Department interlocal agreement to authorize the Village Fire Department to enter into a fire protection and emergency services contract with the City of Bunker Hill Village.

Discussion and possible action to approve an interlocal contract between the Village Fire Department and the City of Bunker Hill Village under which the Department will provide fire protection and emergency services to Bunker Hill Village for a term of four (4) years.

Discussion and possible action to approve a mutual release agreement with the cities of Bunker Hill Village, Hedwig Village, Hilshire Village, Piney Point

Village, and Spring Valley Village concerning the release of certain potential claims associated with the dispute over the relationship of Bunker Hill Village to the Village Fire Department.

Discussion and possible action to consider consenting to the law firm of Olson & Olson, LLP, acting as intermediary for the cities of Bunker Hill Village, Hilshire Village, Hunters Creek Village, Piney Point Village, and Spring Valley Village in connection with the dispute over the relationship of Bunker Hill Village to the Village Fire Department.

3. Discuss and take possible action on a proposed property tax rate of 0.255140 per \$100, the proposed 2020 budget and setting the dates for the City's required tax rate hearings and tax rate vote
4. Discuss and take possible action on pothole at North Piney Point Road and Greenbay
5. Discuss and take possible action on Arbor Day event proposed for October 12, 2019.
6. Discuss and take possible action on Signal Light requests
7. Mayor's Report
8. Discuss and take possible action on the City Administrator's monthly report, including but not limited to:
 - July 2019 Financials
9. Discuss and take possible action on the City Engineer's monthly report
10. Discuss and take possible action on request to advertise and bid Beinhorn Drainage and Sidewalk Improvements
11. Discuss and take possible action on authorizing Bidding Phase Services for Beinhorn Draining and Paving Improvements Project
12. Discuss and take possible action on Wilding Lane Drainage and Paving Improvements PER Presentation
13. Discuss and take possible action on the minutes of the July 22, 2019 Council meeting
14. Discuss and take possible action on any future agenda items, meeting dates, etc.
15. EXECUTIVE SESSION: The City Council will adjourn into closed executive session pursuant to Section 551.071 of the Texas Government Code (CONSULTATION WITH ATTORNEY), specifically regarding pending and potential litigation; and pursuant to Section 551.072 of the Texas Government Code

16. Action outside of Executive Session, if any
17. Adjourn

CERTIFICATION

I certify that a copy of the August 26, 2019 agenda of items to be considered by the Piney Point Village City Council was posted in a place convenient to the general public in Compliance with Chapter 551, of the Texas Government Code on August 23, 2019.



Roger Nelson
City Administrator

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

CLASSIC CREST



MEMORIAL VILLAGES POLICE DEPARTMENT NOTICE OF REGULAR MEETING

Notice is hereby given of a Regular Meeting of the Board of Commissioners of the Memorial Villages Police Department, a combined police department of the Cities of Bunker Hill Village, Hunters Creek Village and Piney Point Village, Texas, to be held at 6:00 PM, on, August 12, 2019 in the

Memorial Villages Police Department
11981 Memorial Drive
Houston, Texas 77024

For the purpose of considering and, if deemed advisable by the Board of Commissioners, acting upon the following;

AGENDA

- a. Citizen Comments – At this time, any person may speak to the Police Commission. In compliance with the Texas Open Meetings Act, if a member of the public comments or inquires about a subject that is not specifically identified on the agenda, the Police Commission may only respond by giving a statement of specific factual information or by reciting existing policy. The Police Commission may not deliberate or vote on the matter, but it may be recessed for a future meeting.
- b. Approval of Minutes - Update, discussion and possible action.
 1. Approval of July 8, 2019 minutes as recorded.
- c. Financial Report - Update, discussion and possible action.
 1. FY19 Budget Review and Discussion.
- d. New Business - Discussion and possible action.
 1. The Commission's role in recommending a formula for allocating the funding of the Department among the three participant cities.
 2. The eligibility of elected city officials to serve as police commissioners.
 3. A proposal for the Department to make defined contributions into a 457b deferred compensation plan for eligible employees.
 4. R.A.D. Instructor Certification Pay. Consideration recognizing RAD Instructor Certification as a specialized proficiency and provide a pay incentive for personnel who are active instructors for the department.
 5. Active Shooter – Update on training and resident donation for active shooter equipment.
- e. Chief's updates - Overview of monthly reports and activities.

<ol style="list-style-type: none">1. Calls/Incidents/House Watch Checks2. Officer Time Committed Service3. Total Incidents	<ol style="list-style-type: none">4. Burglary Maps5. Recruiting/Hiring Metrics6. VFD Assist Response Times
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- f. Executive Session - It is anticipated that all, or a portion of the discussion of the following items will be conducted in closed executive session under authority of the Texas Open Meetings Act. However, no action will be taken on this item until the Commission reconvenes in open session.
 1. Discussion and possible action regarding Procedures Related to Accounting Disclosures under the legal advice exception Texas Governmental Code §551.071.

2. Consultation with attorneys and consideration and possible action regarding settlement offer in Cause No. 2018-18387; *LaKesha Kelly v. Memorial Villages Police Department.*"

g. Follow Up Items from previous meeting – Discussion and possible action on outstanding items.

1. A resolution recommending approval, by the participant cities, of a restatement of the 1977 inter-local agreement creating the Department that: a) incorporates all of the prior amendments to the original agreement into a single document; and b) incorporates a new amendment regarding the requirements for approval of intra-budget transfers.

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

Adjournment

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


Raymond Schultz, Chief of Police
Memorial Villages Police Department

REVISED POSTING: 8/7/2019 @ 11981 Memorial Drive at 2:40 p.m.
(date) (time)

City of Bunker Hill Village

Jay Smyre, Chairman
William Murphy, Commissioner
Robert Lord, Alt. Commissioner

City of Hunters Creek Village

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

City of Piney Point Village

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

Chief of Police Raymond Schultz

Legal Counsel John Hightower

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



MEMORIAL VILLAGES POLICE DEPARTMENT

Minutes of the Police Commission Meeting

July 8, 2019, 6:00 p.m.

A quorum was established, and Commissioner Smyre called the July 8, 2019 meeting to order at 6:00 p.m. at the Memorial Villages Police Department, 11981 Memorial Drive, Houston TX 77024.

In attendance were:

From the Commission:

City of Piney Point

Commissioner Southwick

Alt. Commissioner Ebeling

City of Hunters Creek

Commissioner Hamilton

Commissioner Reichel

Alt. Commissioner Johnson

City of Bunker Hill

Commissioner Smyre

Commissioner Murphy

Alt. Commissioner Lord

Absent:

Commissioner Huguenard

From Memorial Village PD

Chief of Police, Raymond Schultz

Finance Manager, Victoria Bowman

Office Manager, Maureen Loud

Guests

Paladin Drones - Divvy

Legal Counsel

John Hightower

MINUTES

At 6:00 p.m. Commissioner Smyre called the meeting to order and stated that a quorum of the Commission was present and asked if there are any citizen comments.

a. Citizen Comments

Divvy from Paladin Drones responded, it is nice seeing everybody again, as you know we have been working with the Police Department over the past 3 months, testing the autonomous drone system and wanted to let everyone know that the trial is over as of last Friday. We got some really great results out of this, it helped to identify a lot of car crashes and night time burglar alarms.

We are not going anywhere, we are still in Houston and helped out with the 4th of July Parade. We did a video feed that you may have had a chance to look at. We will have a great working relationship with Chief Schultz moving forward as we keep on adding updates and will be running by him our ideas. Just wanted to say thank you for the opportunity, our goal is to find a way to get a year-long project going with all the villages and he had presented a few pricing options at their last presentation. A good next step might be to have a public forum where he's sure a lot of people/citizens will have questions on how this drone is being used and where the information is being sent. If possible where something along those lines could be set up for him

and Trevor to come back and have an open discussion on what they want to do and where we see the technology heading and the success stories we've had on a larger scale. We look forward to working with you in the future.

Commissioner Smyre thanked him for his support and appreciate the information received over the past 3 months and will consider taking this forward.

b. Swearing in of New Commissioner

Commissioner Lord began by saying, he is joining as Alternate Commissioner because they have so many people interested, he wanted to be able to vet them as it's a rare occasion that we actually have a number of people who want to be on this Commission. Compliments to all of you and all you've done on this Commission, they are not afraid of it and actually want to participate. He just wants to make sure we get the right people and wants to run it by you, this is the reason why he is stepping in briefly, hopefully over the next couple of months we will get it figured out and get a permanent person on. Billy Murphy has become the full time Commissioner now.

Commissioner Smyre administered the Statement of Appointed Official to Commissioner Robert Lord the Alternate Commissioner for Bunker Hill who was welcomed to the Commission by the Commissioners.

c. Approval of Minutes

Motion was made by Commissioner Ebeling and seconded by Commissioner Reichel to approve the June 10th Minutes as recorded. The commission voted unanimously to approve the minutes as presented.

June 13th was a special meeting that we had for some of us out at the Katy Gun Range. This was certainly an eye opener as to what the police officers go through in terms of training, safety and how to react in a challenging situation. We appreciate being able to join you at that meeting, it was very enlightening and fun.

Commissioner Hamilton noticed that one of the Commissioners names was incorrect, Jim Huguenard did not attend that meeting, but John Ebeling did. Legal Counsel apologized as they had originally drafted these minutes.

Motion was made by Commissioner Ebeling and seconded by Commissioner Murphy to accept the June 13th Special Meeting minutes with one amendment, replacement of the name Jim Huguenard with John Ebeling. The commission voted unanimously to approve the minutes as amended.

The third approval was for a date change only from March 2019 minutes to February, this was just a typo and there are no other material changes. It was approved previously but just requires the edit.

Motion was made by Commissioner Hamilton and seconded by Commissioner Reichek to approve the corrected minutes. The commission voted unanimously to approve the minutes as presented.

d. Financial Report

Mrs. Bowman presented Financial Report stating after we are half way through the fiscal year and 47% has been expended compared to 44% at this time last year. We had three vacancies compared to two vacancies as of June 30th. There are no major expenditures during the month of June that altered the yearend forecast.

We did however, receive a \$3000 invoice for auditing services related to the implementation of the GASB statement number 75. This required additional calculations, restatements, adjustments and disclosures that were not included in the previous invoice. The budget amendment for the ALPRs is not reflected in this report but will be added once all villages have approved the amendment. Banking fees are the only additional expenses for the auto replacement and capital replacement fund, are there any questions on the projection report?

Commissioner Hamilton asked about line 140 Workers Comp, is this just a different rate or do we pay it early? Mrs. Bowman responded that the rate can change during the October billing, she didn't take into account the 6% increases which is why the projection is off. Commissioner then asked about the recruiting expenses, have we not had the normal expenses? Chief Schultz explained that a couple of things happen when it comes to advertising for recruiting. The publication, The Blues which was a hard publication has now gone to a digital format only. This isn't as successful as the hardcopy was especially in law enforcement. So, we have primarily been using social media sites which has been generating most of our interest.

We are going to be making a new slick brochure that will be professionally printed and have more pictures to hopefully have more impact get more interest from candidates. Other departments have union bulletin boards and they allow other agencies to advertise, until the Chief pulls them off. Mrs. Bowman commented that when we have the evaluations for the psychology and drug screen tests that is also charged to that line item, so you will see some expenditures for the new dispatch officer there.

Commissioner Smyre asked as a reminder, what the final numbers was for the 2020 contingency amount? Chief Schultz explained that the contingency has increased from \$15,000 to \$25,000 this seems that it will be good with the other two villages and will give more leeway should we have a catastrophe. Commissioner Smyre stated that we are now half the year through and look to be in good shape.

Chief Schultz mentioned that we did fill the dispatch position on July 1st, so there is currently only one vacancy for a sworn officer. We have been looking hard to fill this position, we received word today that Stafford have just hired 6 people and all 6 of them came directly from the Police Academy. They traditionally like to have more experienced officers but haven't been able to do this. Also, Hedwig's most recent hire is also from the academy. This continues to be a challenge everywhere.

FY20 Budget Review

Chief Schultz stated that as they were presenting the budget presentations, the first one was Bunker Hill, and this passed however, Piney Point had some concerns with the way in which we were going to propose funding for the on-body camera system and in-car video. If you recall last month we thought there may be an issue with the Special Asset Capital Account and it being funded over a 5-year term. This is exactly where their concern lies, they feel much more comfortable, and felt it would be much more transparent that it be included in the budget. They understand that the first-year costs will be more and that it will have to be carried on as an ongoing project as they are 5-year life cycle projects. They would build that into their budgets for future years.

That same discussion occurred in Hunters Creek, they felt the same thing, it would be more transparent to have the FY18 excess monies returned to the respective villages and include it in the budget. Chief sat down with Councilor Sapien, specifically about this item just prior to the meeting and their concerns about capping the total budget increase and that if we did the suggested change that would increase the budget by \$45K. Which would increase the total budget to 7.42%, he said he was fine with this and felt that for transparency purposes it makes more sense to put the 2 projects in the budget.

The other item was the 1% increase that was built into the budget for the 457b contributions be taken out. They would prefer to fund this through a special request using some of the reversion money. They would entertain this idea separately at the time decided by this body. The budget has now been reworked by Victoria. The 457b has been removed from line item 100 and the body worn cameras and in-car video systems have been added to line 700 (equipment and maintenance contracts). This makes it look like a very significant increase but its those projects and the ALPRs that are funded for 20 units at \$40K that make that number up.

To start the ALPR project in FY19 was approved by Bunker Hill and Hunters Creek, however, Piney Point tabled the three budget items until we are able to get this resolved. He talked with Commissioner Huguenard earlier this afternoon who had discussions with council staff and they are in agreement with this amended budget and the presentation and will be voting on the budget at their meeting this month.

Chief Schultz commented that he has been working with Hedwig and they are going to include money in their budget for ALPR cameras. This will allow us to use them to help cover the northern area across the villages which in turn allows us to redeploy some of our units for more coverage on the southeast and westside of the villages. We will coordinate our efforts to show them how the project works. This budget will allow us to continue all three of the projects, with the only outstanding item being whatever is decided to do or not with the 457b contribution.

It was further discussed by the Commission as to whether all villages will be able to get the same response times from these ALPRs, Chief Schultz responded, Yes, as both agencies will receive hits on all cameras.

Chief Schultz explained that this is the budget proposal with the changes discussed and this needs to be taken back to all three villages for final approval if the Commission accept this tonight.

Commissioner Murphy commented that to summarize, there are no additional dollars, its just where it is coming from and being put in, there is 1% that is being pulled out from the 457b that we need to deal with separately. Chief Schultz agreed with Commissioner but stated that there is a net increase in this proposed budget of \$45,851. The Commission further discussed that the money will be used from the reversion, it is money being moved versus being accrued incremental to the budget on the surface. Even though this money is going back to the cities. It is 1% of the 457b coming out and everything else is funded, it is just where it is coming from – the budget. It will be funded by subsequent budgets, more of a contract than an owned capital asset.

Commissioner asked if there was any way to break this out so that it isn't in the equipment maintenance line item as the city was interested in this as it will show we have made some good budgetary decisions. Chief Schultz commented that anything is possible, it could be tied to a new line item but if you are off by as an example, \$20-30 it can be a problem, is this the best way to describe it Victoria? Mrs. Bowman responded, yes, but it is possible, she asked if she could just do a subcategory instead of creating item specific line items for those projects when she does the monthly report. This would allow us to see the split for those specific projects. The Commissioner commented that this was just a suggestion and may make sense to show it that way.

Commissioner Smyre asked Legal Counsel, when do the cities have to approve this by? Chief Schultz interjected that all we have to do is submit to the cities by July 31st, and with the Police Commission approving this today that would be the submittal process. Legal Counsel stated that as long as we get it to them, it doesn't matter if they get to it until August, as long as they put it in their own budget cycle, it is good. Commissioner Smyre commented he was just concerned whether we may need to call special meeting, Legal Counsel responded, he doesn't think so. However, this does require a vote tonight as the budget has been submitted and amended and will need to be resubmitted to the three cities.

Motion was made by Commissioner Reichel and seconded by Commissioner Ebeling to accept the revised proposed FY20 Budget as presented tonight. The commission voted unanimously to approve the minutes as presented.

Auditor's Three-Year Proposal – Mrs. Bowman presented this topic, Belt Harris has submitted a letter requesting to provide audit services for the fiscal years 19, 20 and 21. Their rates are shown on page 89. We conducted two audit RFP's, one in 2014 and the other in 2016 and FY2018 was the last year engagement. The proposed audit fees are \$4,700 more than our FY18 fee due to GASB75. Any contract over \$15K require approval therefore, she is submitting this for discussion and possible approval or if you require her to submit for RFP?

Commissioner Murphy asked if there is a threshold amount that requires an RFP? Legal Counsel responded; that when hiring professionals, you have to do it as an RFP, however, if you want to renew with them, you do not have to go through this process. Commissioner asked for clarification... for renewals we don't have to do an RFP, is this state law? Legal Counsel explained, there is a state law, professional procurement act that differentiates between professionals, accountants, engineers, it doesn't include lawyers. How this process works is, you are supposed to select people based on their qualifications and then negotiate price. A question

was raised as to how long have we been using this company? Mrs. Bowman responded that it has been quite some time and clarified that in the last two RFP's they have won the contract. The Commission furthered discussions and agreed to going out to rebid as there is no downside to doing this.

Motion was made by Commissioner Reichel and seconded by Commissioner Southwick to go out for RFP for Auditor Services. The commission voted unanimously to approve the minutes as presented.

e. Chief's updates

Chief Schultz presented his monthly report, firstly, there are some numbers missing because on June 4th there was a request to make some modifications to the ticket writing module. We are capturing all the data, and everything is going to the courts, there is no problem there, but the information isn't feeding back into our system. There is a report module that pulls that data and there was a miscommunication between our CAD vendor, Capers and Brazos, the vendor for the ticket writers and this resulted in the reports not being able to be pulled. Therefore, we don't have the numbers yet for June.

There are a lot of residents out of town on vacation and so the number of house watches are up dramatically. 13,000 calls/incidents, 11,466 house watches, traffic stops 853. Accidents picked up a little bit, we had 21, most of them being in Hunters Creek because of all the work going on at Voss due to the temporary lane closures. There were only 12 priority responses last month and the average response time for those was 2:57 which were great response times. The officers and dispatchers are doing a great job on these, the dispatchers are doing great on the pre-alerts to Village Fire as well as getting our officers to those calls as quickly as possible.

During the Fun Run this weekend at the parade, we had a runner that had a heart attack and coded out twice. CPR was performed on the roadside by our officers. The victim coded a second time on the way to the hospital and was resuscitated by the Fire Department. Last we heard, we believed he was okay.

Top calls for service were False Alarms continued by Suspicious Persons, we did have a couple of burglaries to vehicles. Unlocked vehicles continue to be a problem in the villages as does theft from landscapers.

Mergertree is putting together their annual audit for us which will be presented to the I.T. Committee and we will probably see an RFP for I.T. Services as it has been three years since this was last done. V-Linc registration is up by 12, our Time Committed report shows Officer Boggus had the most at 39 hours which is really good, as you can see from the report, it isn't always the same officer. Most reports written was actually by one of our Sergeants. Crimes against persons and crime against property for 6 months are down, Quality of Life Incidents are up, and Arrests are up due mainly due to outstanding warrants.

f. Executive Session

- a. Discussion and possible action related to Accounting Disclosures under the legal advice exception Texas Governmental Code § 551.071.

This was Commissioner Huguenard's item and unfortunately, he wasn't able to be here tonight and can be postponed until next month.

g. Follow Up Items from previous meeting

1. Legal Counsel's Proposed wording for the Amendment to the inter-local agreement as discussed at June's Commission meeting, regarding the approval requirements of intra-budget transfers, including request to cities with a recommendation the amendment be adopted.

Legal Counsel handed out a Proposed Amendment to the Commission as per discussions with Commissioner Huguenard. He wrote this up as suggested which shows the formal process requires a unanimous vote of a quorum of the Commission. Someone commented at a previous meeting that they thought in order to have a quorum it required all 3 cities to be there, that actually isn't correct. Legal Counsel explained that you can have a quorum if you have 4 members, 2 voting members each from 2 cities one city may not be represented at the meeting. This is just for the purpose of the budget or budget amendment not for the quorum requirements. A simple majority vote from the Commission is all that is required to approve a budget or budget amendment and then go to the cities. Jim's suggestion was for a unanimous vote and that all three cities be represented at the meeting before you could send one of these to the cities.

Commissioner Southwick understood the reason for the approval was for the things that don't go to the city that are under 1%. Maybe this was not articulated well enough but her understanding of what the council member was concerned about was that the intra-budget transfers, that didn't go to the cities for approval, be approved by everybody. Legal Counsel responded that he understands this now but didn't understand this was the intent before. He will work on this some more with Commissioner Huguenard and will bring it back at the next meeting.

Commissioner Smyre asked if there were any other items? Commissioner Johnson commented that he had a potential item for the next agenda as a future item. He doesn't mean to offend anybody by this, so please don't take it this way. He believes we need to discuss how many elected officials holding dual offices (and he doesn't know if this is considered an office) but, can Commissioners also hold office in their city, or should they? Not sure if this is addressed in the interlocal agreement? Legal Counsel commented that it is not, there is a constitutional provision that you can't hold two offices that you get paid for and I don't think there is anyone that does. The Commissioners don't get paid for being on the Commission, but he hasn't researched this or every been asked to. He doesn't believe it is an incompatibility issue, historically John Ebeling has been on the Commission as an alternate for 25 years while serving on the Piney Point city council and Fidel Sapien also served on the Commission while he was a city council member.

Commissioner Johnson commented that he doesn't know what the original intent was, certainly people who hold office in their city are most in tune to the needs of their city and constituents, but he just wanted to make sure that we've thought about whether this is supposed to be an independent body or not. He obviously doesn't have a vote unless someone is missing but just wanted to put it out there to discuss in the future. Commissioner Smyre asked, the concern is one of independence outside the city council structure? Not necessarily city council, for example, he previously was on the board of adjustment and when he got this appointment, the Mayor told him he would have to move him off of the board of adjustment because he doesn't want someone holding two appointments. So, he thought it was something to consider and not necessarily a big deal. Legal Counsel stated that there would have to be an agenda item, but that it could be more general. Such as, discuss other possible amendments to the Interlocal agreement. The Commission agreed that they all approved of this and could put it on the next agenda for discussion.

h. Suggestions for future agenda items

1. 457b Contribution Recommendation/Proposal to be submitted for Discussion and or possible action.
2. Other Possible Amendments to the Interlocal Agreement.

A Motion was made at 7:09p.m. by Commissioner Reichel and seconded by Commissioner Southwick to adjourn the meeting. The Commission voted unanimously to approve the motion.

Approved and accepted on _____ 2019

By: _____

Jay Smyre, Chairman
Board of Commissioners
Memorial Villages Police Department

Memorial Villages Police Department

General Fund

For the seven months ended July 19

58.33%

57.69%

DESCRIPTION		AMENDED BUDGET	ACTUAL	DIFF	% Executed	Forecasted Annualized 12/31/19	Projected Saving / (Deficits)	% Forecasted
Expenditures								
100	Regular Wages	3,377,167	1,790,122	1,587,645	53.00%	3,275,806	101,961	97.0%
110	Overtime	115,000	63,677	51,323	55.37%	110,373	4,627	96.0%
115	Court/Bailiff OT	21,600	3,476	18,124	16.09%	10,000	11,600	46.3%
120	Retirement	394,127	217,601	176,526	55%	374,428	19,699	95.0%
130	Health Insurance	557,775	274,454	283,321	49.21%	521,931	35,844	93.6%
140	Workers Compensation	60,000	37,974	22,026	63.29%	65,495	(5,495)	109.2%
150	Life/LTD	19,433	10,371	9,062	53.37%	18,191	1,242	93.6%
160	Medicare	50,712	26,767	23,945	52.78%	49,652	1,060	97.9%
	Personnel Services	4,596,414	2,424,442	2,171,972	52.7%	4,425,876	170,538	96.3%
200	Auto	25,200	13,434	11,766	53.3%	23,029	2,171	91.4%
210	General Liability	720	275	445	38.3%	472	248	65.6%
220	Public Official Bond	960	495	465	51.6%	849	111	88.4%
230	Professional Liability	25,200	10,900	14,300	43.3%	18,685	6,515	74.1%
240	Real & Personal Property	13,200	8,413	4,787	63.7%	14,423	(1,223)	109.3%
	Total Other Insurance	65,280	33,517	31,763	51.3%	57,458	7,822	88.0%
300	Gas & Oil	69,250	38,978	30,272	56.3%	66,820	2,430	96.5%
310	Maintenance	25,000	17,311	7,689	69.2%	25,000	0	100.0%
320	Tires	7,000	4,409	2,591	63.0%	4,500	2,500	64.3%
330	Damage Repair	10,000	818	9,183	8.2%	5,500	4,500	55.0%
	Maintenance & Misc.	111,250	61,515	49,735	55.3%	96,320	4,930	86.6%
400	General Maintenance	18,000	9,366	8,634	52.0%	16,056	1,944	89.2%
410	Janitorial Services	19,000	10,500	8,500	55.3%	18,000	1,000	94.7%
420	Jail	1,000	495	505	49.5%	848	152	84.8%
430	Building Furnishings	10,000	5,042	4,958	50.4%	10,000	-	100.0%
	Total Building	48,000	25,403	22,597	52.9%	44,904	3,096	93.6%
500	Computers	9,800	8,850	950	90.3%	9,800	0	100.0%
510	Postage/Postage Machine	1,300	332	968	25.6%	800	500	61.5%
520	Stationery/Expendables	18,000	7,180	10,820	39.9%	12,308	5,692	68.4%
530	Bank Finance Charges	700	195	505	27.9%	335	365	47.8%
540	Payroll	16,000	9,526	6,474	59.5%	16,000	0	100.0%
	Total Office	45,800	26,083	19,717	57.0%	39,243	6,557	85.7%
600	Telephone	34,090	19,699	14,391	57.8%	33,769	321	99.1%
610	Electric	23,000	9,120	13,880	39.7%	15,635	7,365	68.0%
620	Water/Sewer	5,000	2,177	2,823	43.5%	4,354	646	87.1%
630	Natural Gas	600	320	280	53.3%	600	0	100.0%
	Total Utilities	62,690	31,316	31,374	50.0%	54,358	8,332	86.7%
700	Equipment Maint Contracts	17,640	9,191	8,449	52.1%	17,640	0	100.0%
	Advanced License Plate Readers	44,000		44,000	0.0%	44,000	0	100.0%
710	SETCIC fees	3,600	3,072	528	85.3%	3,600	0	100.0%
720	Legal/Professional	48,071	42,933	5,138	89.3%	55,111	(7,040)	114.6%
730	IT Services	101,200	57,091	44,109	56.4%	98,897	2,303	97.7%
740	Software Maintenance Contracts	58,545	45,841	12,704	78.3%	58,000	545	99.1%
	Total Contract Services	273,056	158,128	114,928	57.9%	277,248	(4,192)	101.5%
800	Accreditation	1,200	0	1,200	0.0%	1,200	0	100.0%
810	Uniforms	30,000	12,067	17,933	40.2%	20,687	9,313	69.0%
820	Radio parts and labor	30,536	28,044	2,492	91.8%	30,536	0	100.0%
830	Firearms Training & Ammo	5,500	2,137	3,363	38.8%	5,000	500	90.9%
835	Tasers	11,000	9,636	1,344	87.8%	9,656	1,344	87.8%
840	Training & Prof Dues	44,000	23,427	20,573	53.2%	44,000	0	100.0%
850	Travel	7,000	3,313	3,687	47.3%	6,500	500	92.9%
860	Recruiting Costs	5,000	1,245	3,755	24.9%	2,134	2,866	42.7%
870	Criminal Investigations	3,500	647	2,853	18.5%	3,500	0	100.0%
880	Contingency	15,000	5,904	9,096	39.4%	5,904	9,096	39.4%
890	Small Equipment	2,500	1,376	1,124	55.0%	2,500	0	100.0%
	Total Office	155,236	87,817	67,419	56.6%	131,617	23,619	84.8%
	TOTAL GENERAL	5,357,726	2,848,221	2,509,505	53.2%	5,127,023	220,703	95.7%

Memorial Villages Police Department

Vehicle Replacement

For the seven months ended July 19

58.33%

Prior Year Cash Carryover	85,709.54						
FY19 Assessment collected to date	58,665.99						
FY19 Interest earned to date	187.05						
FY19 Expenditures	(88,000.00)						
FY19 Veh replacement expenditures covered by carryover	(28,921.39)						
Cash Balance @ 07/31/19	27,641.19						
FY19 Assessment remaining						29,334.01	

DESCRIPTION	ADOPTED BUDGET	ACTUAL	DIFF	% Executed	Forecasted Annualized 12/31/19	Projected Saving / (Deficits)	% Forecasted
Expenditures							
1000 Vehicle Replacement	80,000	79,483	517	99.35%	79,483	517	99.4%
AED'S	8,000	8,517	(517)	106.46%	8,517	(517)	106.5%
Total Vehicle Replacement	88,000	88,000	0	100.0%	88,000	0	100.0%
Vehicle Replacement costs covered by carryover		28,921					

Memorial Villages Police Department

Special Capital Assets

For the seven months ended July 19

58.33%

Prior Year Cash Carryover	83,450.87						
FY19 Assessment collected to date	-						
FY19 Interest earned to date	177.99						
FY19 Expenditures	(87.77)						
Cash Balance @ 07/31/19	83,541.09						
FY19 Assessment remaining						0.00	

DESCRIPTION	ADOPTED BUDGET	ACTUAL	DIFF	% Executed	Forecasted Annualized 12/31/19	Projected Saving / (Deficits)	% Forecasted
Expenditures							
2880 Capital Projects	0	88	(88)	0.0%	150	(150)	0.0%
Total Capital Items	0	88	(88)	0.0%	150	(150)	0.0%
Total Capital Outlay	88,000	88,088	(88)	100.1%	88,150	(150)	100%

Memorial Villages Police Department

DESCRIPTION	ADOPTED BUDGET	ACTUAL	DIFF	% Executed	Forecasted Annualized 12/31/19	Projected Saving / (Deficits)	% Forecasted
GENERAL FUND	5,357,726	2,848,221	2,509,505	53%	5,127,023	220,703	96%
VEHICLE REPLACEMENT FUND	88,000	88,000	0	100%	88,000	0	100%
TOTAL BUDGET	5,445,726	2,936,221	2,509,505	54%	5,215,023	220,703	96%



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

Raymond Schultz
Chief of Police

August 12, 2019

TO: MVPD Police Commissioners

FROM: R. Schultz, Chief of Police

REF: July Monthly Report

During the month of July MVPD responded/handled a total of 17,668 calls/incidents. 15,971 House watch checks were conducted. 743 Traffic stops were initiated with 805 citations being issued for 1484 violations. (Note: 15 Assists in Hedwig, 175 in Houston, 0 in Spring Valley and 0 in Hillshire)

Calls/Events by Village were:

Village	Calls/YTD	House Watches/YTD	Accidents	Citations	Response Time
Bunker Hill:	6419/24494	5927/20763	3	296	7@3:25
Piney Point:	4450/17801	3955/14103	4	322	9@3:56
Hunters Creek:	6588/24336	6081/20356	5	187	5@2:17 21@3:20

Type and frequency of calls for service/citations include:

Call Type	#	Call Type	#	Citations	#
False Alarms:	210	Ord. Violations:	15	Speeding:	292
Accidents:	12	Info Reports:	63	Exp. Registration:	184
Assist Fire:	43	Suspicious Situations:	93	No Ins:	127
Assist EMS:	33	Welfare Checks:	12	No License	112
				Red Light:	15

This month the department generated a total of 75 police reports.

Crimes Against of Persons (2)
Family Assault 2

Crimes Against Property (7)
Burglary of a Habitation 1
Burglary of a Vehicle 2
Theft – Felony 1

Forgery/Fraud/ID 2
Theft – Misdemeanor 1

Petty/Quality of Life Crimes/Events (66)
Poss. of a Controlled Sub/Para. 3
Warrants 19
Information Reports 5
Misc. Reports 29

Public Intoxication 3
Criminal Mischief 4
DWI 1
Failure to Stop and ID 2

Arrest Summary: Individuals Arrested (33)
Warrants 19
Class 3 Arrests 13

DWI 1
Felony 0

<u>Budget YTD:</u>	<u>Expense</u>	<u>Budget</u>	<u>%</u>
• Personnel Expense:	2,424,442	4,596,414	49%
• Operating Expense:	423,779	717,312	59%
• Total M&O Expenditures:	2,848,221	5,357,726	53.2%
• Capital Expenses:	88,088	88,000	100%
• Net Expenses:	2,936,221	5,445,726	54%

Follow-up on Previous Month Items/Requests from Commission

- The amended FY 20 budget was presented to respective village councils and approved.

Personnel Changes/Issues/Updates

- Staff created a new Recruiting Informational Brochure and had 300 professionally printed. The brochures are being distributed to area uniform and firearm stores which officers frequent. Additional brochures are being provided to area LE training providers for distribution.
- Staff pulled the applicants of past applicants who had previously applied but who did not have the five years of prior LE experience. Staff will be contacting those applicants who now meet the minimum qualifications.

Major/Significant Events

- 7/16/19 in the 600 Block of Saddlewood. Burglary of Habitation. It appears that a transient had possibly entered and had been staying inside the home. While staying in the home, it appears that the suspect found some yard tools in the garage and took them. We have seen an increase in the number of events that involve homeless individuals in the Villages. We have asked residents to let us know of vacant homes via VLINC and are entering those homes into the house watch list for monitoring.
- 7/29/19 in the 300 Block of Piney Point. Theft. A known transient was seen on video inside of the church at the time a backpack went missing. The backpack was later recovered (minus contents) near an area recycle bin.
- 7/30/19 in the 10900 Block of Kirwick. Theft. A resident reported being unable to locate a box of designer watches after moving into the home. The watches are valued at \$100,000. Detectives are investigating.

Status Update on any Major Projects

- MVPD staff reviewed Body Worn Camera Suppliers and In-Car Video Suppliers on the State of Texas buy-board. Axon is a qualified vendor and staff after having experiences with several various equipment vendors, opted to move forward with Axon as the equipment vendor. Camera systems that had been ordered for the two new 2019 Dodge Durango's were cancelled and Axon equipment ordered as to allow the MVPD to have all units with the same equipment as the new contract takes effect in January 2020. The Durango camera equipment will be delivered in approximately 45 days. Additionally, we had discussions and agreed to integrate MVPD equipment with Hedwig PD equipment so that on events where personnel from both agencies are present, the equipment will automatically turn on and videos will merge/link.
- Flock Safety presented the appropriate sole-source vendor supporting paperwork. A contract was prepared, and staff has been working with Flock officials in the identification of ALPR sites and system design.

V-LINC new registrations in July: +18

BH – 1091/1250 (+8)

PP – 791/1160 (+0)

HC – 1034/1514 (+6)

Out of Area – 380 (+4)

08/09/19

2018 Officer Committed Time to Service Report

Employee Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Reports	Cites
BAKER, BRIAN C	7:23:47	4:14:46	7:59:41	9:22:04	5:44:58	4:27:28	4:21:22						0	17
BIEHUNKO, JOHN	16:18:53	16:40:22	11:09:22	20:13:47	11:08:40	7:12:07	17:14:29						1	11
BOGGUS, LARRY	22:18:03	13:30:05	12:08:01	31:25:35	19:57:37	39:31:09	9:28:54						3	11
BRACHT, DANIEL	10:42:46	12:27:12	20:18:04	14:14:16	17:28:43	17:49:07	17:28:14						2	28
BURLESON, Jason	23:23:57	25:48:19	25:31:22	14:30:20	24:56:10	23:22:00	22:44:56						1	34
CANALES, RALPH EDWARD	14:08:38	12:22:02	7:14:25	20:10:09	11:55:53	11:23:43	14:52:02						5	15
CERNY, BLAIR C.	28:01:20	21:19:05	19:04:49	21:38:11	21:04:48	24:01:41	9:37:13						1	16
HARWOOD, NICHOLAS	21:17:49	26:19:29	22:46:50	25:39:17	21:57:40	17:30:54	34:46:43						5	19
HODGES, JEFFERY	28:58:07	29:30:52	23:20:38	21:40:12	23:57:07	24:43:29	5:15:35						0	1
JARVIS, RICHARD	20:17:57	22:15:48	27:55:03	24:04:41	20:59:12	19:26:40	24:11:07						11	38
JOLIVET, CHARLES	26:59:53	16:20:46	22:44:22	23:55:55	21:22:01	20:32:08	20:27:27						4	37
JONES, ERIC	1:35:06	2:00:27	1:27:02	0:17:00	0:41:15	0:00:00	0:00:00						0	0
KELSO JR, RONALD K	5:21:34	4:44:32	4:36:24	7:49:05	12:08:20	5:44:36	3:44:52						0	0
LERMA, FRANK	9:14:25	8:54:37	3:47:10	15:51:13	6:46:08	6:37:03	2:01:59						0	0
MCELVANY, ROBERT	11:24:25	13:18:13	21:05:00	16:07:00	13:05:49	18:59:05	11:46:41						0	16
MILLER, OSCAR	22:49:44	7:38:04	0:19:03	7:42:13	4:34:52	13:03:07	16:10:39						3	0
NASH, CHRISTOPHER	29:57:20	12:11:01	21:41:51	18:00:51	21:23:45	29:32:11	18:45:43						6	17
NOWLIN, DONALD L	22:44:26	27:45:53	32:20:14	33:50:45	45:32:32	25:07:12	47:55:37						5	162
OWENS, LANE	0:00:00	0:00:00	0:00:00	0:02:28	0:00:00	0:15:07	0:00:00						0	0
PAVLOCK, JAMES ADAM	18:07:09	30:09:12	25:27:52	22:07:20	25:21:12	23:43:56	10:41:56						0	22
RODRIGUEZ, CHRISTOPHER	10:04:37	6:53:45	5:05:15	9:02:09	16:25:44	0:00:00	5:18:57						0	0
SCHANMEIR, CHRISTIAN	21:33:06	25:10:53	32:27:52	16:06:17	30:42:35	26:40:20	26:50:23						8	106
SCHULTZ, RAYMOND	2:04:12	5:24:16	0:32:11	1:33:03	0:28:39	2:09:55	0:20:46						0	0
SILLIMAN, ERIC	16:12:54	22:00:20	17:16:51	17:51:39	20:08:56	12:55:41	13:26:37						2	48
SISSION, KYLE J	1:45:19	4:53:13	4:55:14	0:03:55	2:02:19	1:19:39	0:00:00						0	0
SPRINKLE, MICHAEL	8:34:13	4:42:12	8:50:07	6:47:47	2:40:20	7:37:06	8:16:40						0	11
TAYLOR, CRAIG	15:25:27	27:58:47	15:43:20	24:42:37	15:45:02	23:27:05	22:48:05						5	28
TORRES, PATRICK	7:27:32	21:00:59	23:40:21	27:11:25	19:26:54	18:06:18	8:36:05						0	6
TUGGLE, JAMES	25:30:16	21:21:00	24:42:05	26:58:59	17:50:26	27:49:53	18:50:09						5	80
VALDEZ, JUAN	25:09:18	22:07:57	22:22:01	28:55:46	20:53:20	20:36:40	16:13:09						1	15
WHITE, TERRY	35:00:07	27:05:02	31:19:21	34:45:37	31:04:56	30:11:18	18:46:56						7	67

75 805

Dispatch Committed Time														Totals
911 Phone Calls	426	453	408	437	456	459	333							
3700 Phone Calls	2537	2499	2791	2676	2612	2567	2699							
DP General Phone Calls*	72:12:00	62:36:15	76:43:49	73:26:38	64:27:43	65:35:13	67:23:52							

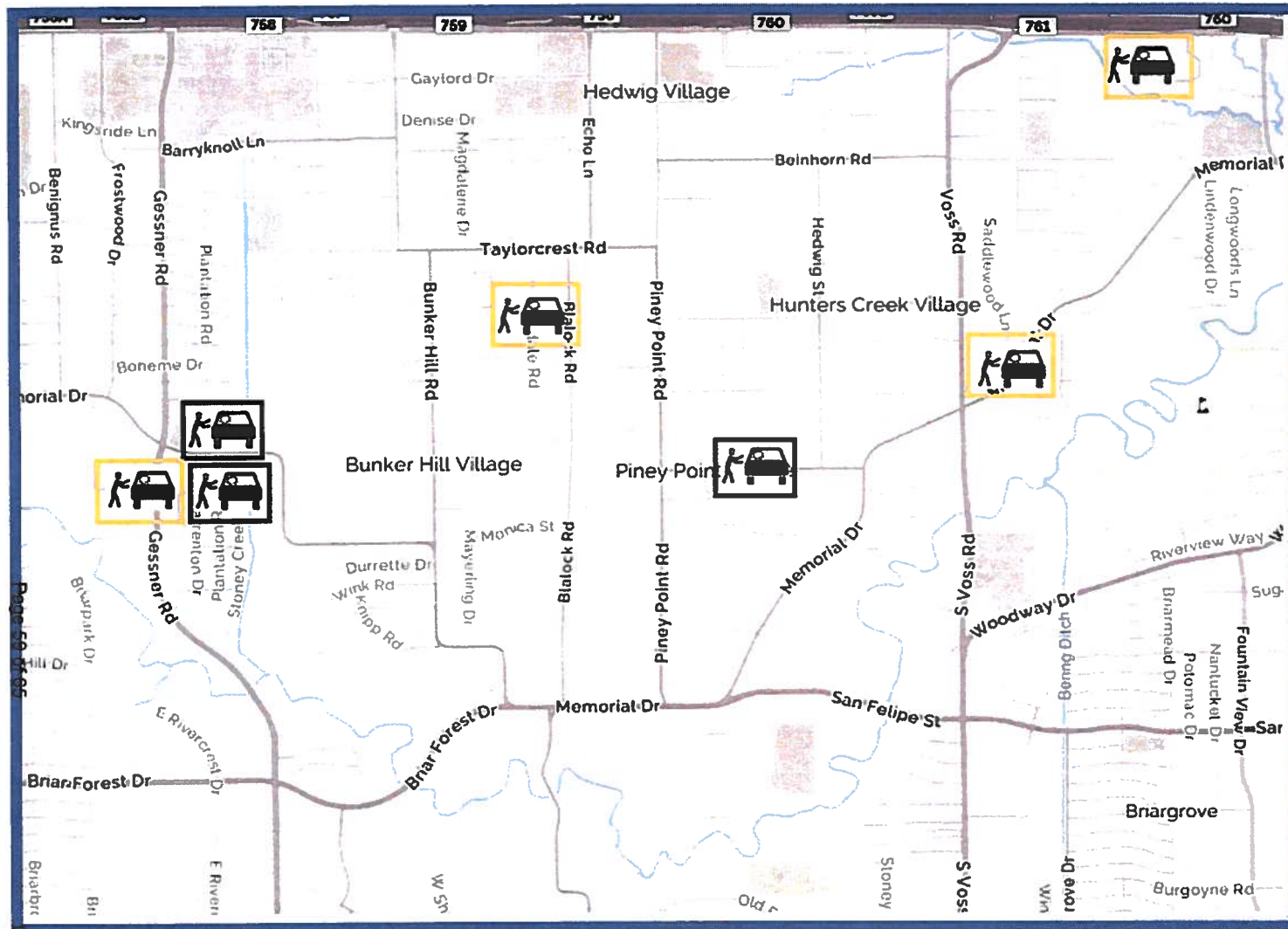
* This is the minimal time as all internal calls route through the 3700 number.

2019 Total Incidents

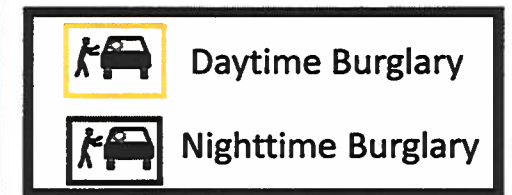
2019	Crimes Against Persons	Crimes Against Property	Quality of Life Incidents	Total	Arrests	Incidents	House Checks	YTD BH INC	YTD BH HC	YTD PP INC	YTD PP HC	YTD HC INC	YTD HC HC
January	1	11	84	96	49	8523	6647	2719	2224	2163	1625	3428	2795
February	1	12	86	99	54	5833	4135	2105	1587	1553	1100	1961	1445
March	3	11	89	103	47	8754	6758	3057	2521	2147	1569	3284	2665
April	1	10	91	102	57	5923	4037	2310	1708	1491	1009	1860	1320
May	0	15	85	100	53	8315	6239	2726	2176	2514	1884	2788	2178
June	1	10	100	111	56	13315	11466	5158	4620	3483	2961	4427	3872
July	2	7	66	75	33	17668	15971	6419	5927	4450	3955	6588	6081
August													
September													
October													
November													
December													
Total	9	76	601	686	349	68331	55253	24494	20763	17801	14103	24336	20356

2018 Totals	20	228	931	1179	429	106778	88215	38707	33288	28105	22956	37687	31823
Difference													
% Change													

2019 Auto Burglary Map

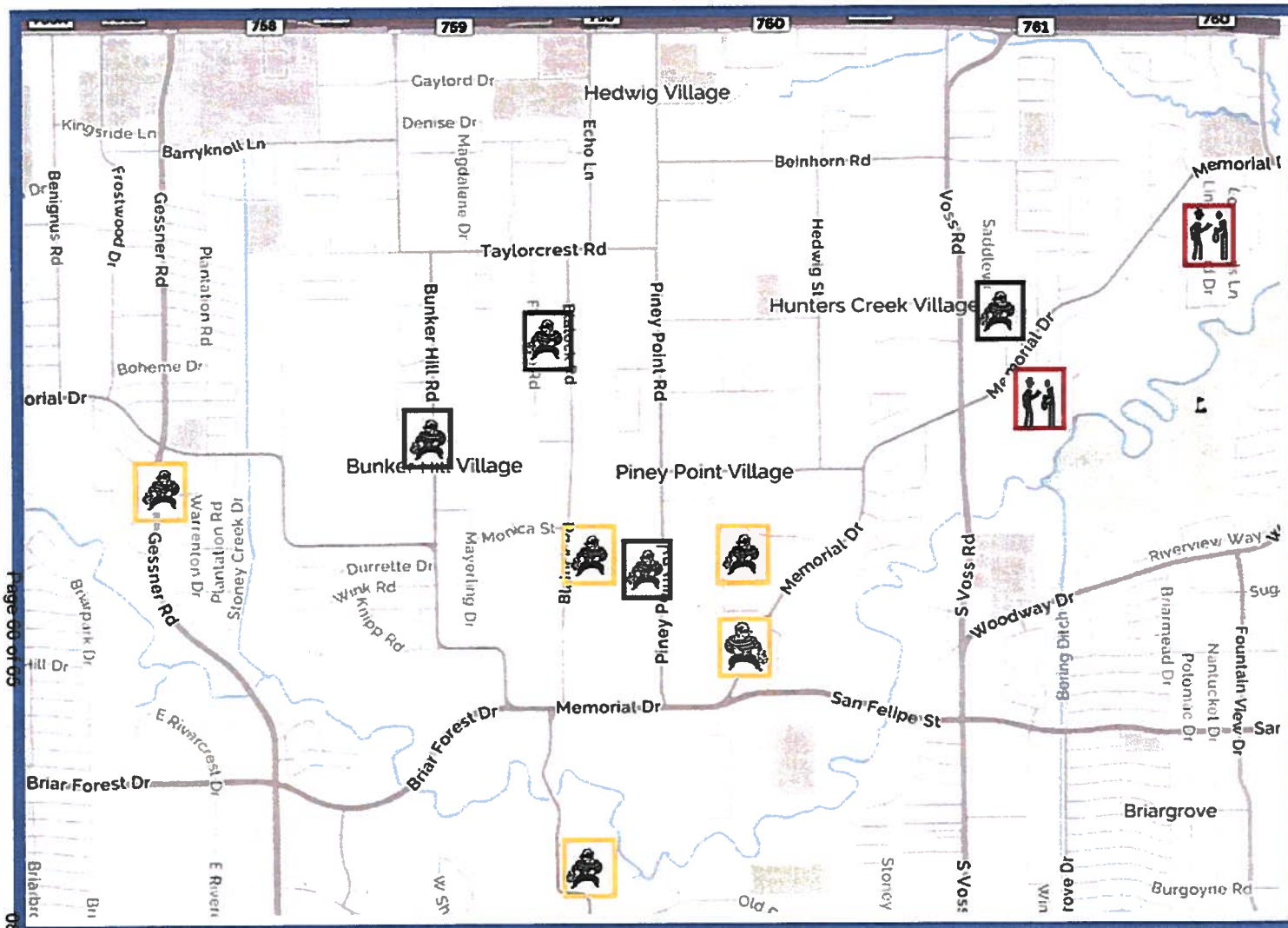


Address	POE
11140 Greenbay	Rear Door Glass
Memorial at Saddlewood	UNL Door
12134 Tara	UNL Door
238 Stoney Creek	UNL Door
1 Bauerle Ct	LDSCP Trailer
918 Boros	UNL Door
310 Gessner	Rear Door Glass



2 3 4

8/01/19



2019 Burglary Map

Address	Alarm	POE
2 Brompton Ct	NS	Rear Window
231 Gessner	NS	Open House
15 Cheska Ln*	NS	Open Door
11614 Starwood	NS	Forced (Const)
339 Tynebridge	NS	Rear Window
210 Merrie Way	NS	Dog Door
18 Windemere	NS	Rear Window
329 Bunker Hill Rd	NS	Rear Door
606 Saddlewood	NS	UNK (Vacant)

2019 Robberies

Address	MO
601 Lindenwood*	BMV/Firearm
401 Ripplecreek	Jugging Strong Arm



Daytime Burglary



Nighttime Burglary



Robbery

* = Solved

8/01/19

July 2019 VFD Assists

Calls received directly by MVPD via 911/3700

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

Total – 8	3:00
-----------	------

Fire – 4	2:53
----------	------

EMS – 4	3:06
---------	------

By Village

BH Fire – 3	3:13
-------------	------

BH EMS – 0	N/A
------------	-----

PP Fire – 1	1:51
-------------	------

PP EMS – 3	3:19
------------	------

HC Fire -0	N/A
------------	-----

HC EMS -1	2:30
-----------	------

Combined VFD Events (Priority + Radio)

Total – 45	2:55
------------	------

Fire – 29	2:34
-----------	------

EMS – 16	3:33
----------	------

Radio Call Events

Total – 37	2:55
------------	------

Fire- 25	2:30
----------	------

EMS- 12	3:45
---------	------

OLSON & OLSON^{LLP}

ATTORNEYS AT LAW

August 19, 2019

Mayor Robert Lord
City of Bunker Hill Village
11977 Memorial Drive
Houston, Texas 77024


Mayor Jim Pappas
City of Hunters Creek Village
1 Hunters Creek Place
Houston, Texas 77024

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

Dear Mayors:

The Board of Commissioners of the Memorial Village Police Department has voted to recommend adoption of the attached proposed amendment to the MVPD Interlocal Agreement. The amendment revises the provision governing the approval requirements for intra-budget transfers. Under the existing agreement the Board of Commissioners has authority to approve intra-budget transfers of \$10,000 or less, without the approval of the three member cities. Under the proposed amendment that authority is increased to an amount equal to 1% or less of the approved annual budget, and a new requirement is added that any such transfer be approved by a unanimous vote of the Board of Commissioners at a meeting at which all three cities are represented.

Sincerely,



John J. Hightower
Olson & Olson, LLP

**AMENDMENT TO
THE MEMORIAL VILLAGES POLICE DEPARTMENT
INTERLOCAL COOPERATION AGREEMENT
(Approval requirements for intra-budget transfers of funds)**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

Section 1. This Amendment to the Memorial Villages Police Department Interlocal Agreement is entered into by and among the City of Bunker Hill Village, Texas, the City of Hunters Creek Village, Texas and the City of Piney Point Village, Texas, all of whom are collectively referenced as the “Contracting Municipalities.”

Section 2. The Contracting Municipalities have previously entered into an Interlocal Cooperation Agreement dated March 8, 1977 (the “Original Agreement”), creating and establishing a jointly owned and operated municipal police department, currently known as the Memorial Villages Police Department.

Section 3. The Contracting Municipalities have amended the Original Agreement in the past and now desire to amend it further to make certain changes regarding the approval requirements for intra-budget transfers of funds.

Section 4. To that end, the Contracting Municipalities hereby agree that the Original Agreement, as amended to date, is further amended by revising sub-paragraph 5 (d) to read as follows:

“(d) Disburse the collected funds for the purposes and to the extent authorized in the budget approved by the contracting cities to procure and provide those items and services contemplated by this agreement. Any intra-budget transfer of funds must be approved by a unanimous vote of a quorum of the Board of Commissioners, at a meeting at which all three cities are represented. Any intra-budget transfer of funds in excess of ~~—\$10,000.00~~ one percent (1%) of the total amount of the budget and all non-budgeted expenditures, regardless of amount, must ~~first~~ also be approved by the governing body of each of the contracting cities.”

Section 5. This amendment shall take effect when it has been signed and approved by all three contracting municipalities.

EXECUTED in multiple original on the dates shown below.

ATTEST:

CITY OF BUNKER HILL VILLAGE, TEXAS

Britique L. Williams
City Secretary

Robert P. Lord
Mayor

Date: _____

ATTEST:

CITY OF HUNTERS CREEK VILLAGE,
TEXAS

Crystal Dozier
City Secretary

Jim Pappas
Mayor

Date: _____

ATTEST:

CITY OF PINEY POINT VILLAGE, TEXAS

Karen Farris
City Secretary

Mark Kobelan
Mayor

Date: _____

**VILLAGE FIRE DEPARTMENT
REGULAR MONTHLY BOARD MEETING
WEDNESDAY, AUGUST 28, 2019, 6:00 P.M.
HEDWIG CITY HALL**

Notice is hereby given of a regular monthly meeting of the Fire Commission of the Village Fire Department, to be held on **WEDNESDAY, August 28, 2019 6:00 P.M.**, at Hedwig City Hall, 955 Piney Point. Houston, Texas 77024

1. CALL TO ORDER

2. COMMENTS FROM THE PUBLIC

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

3A. Approval of Minutes – June 26, 2019 Amended Minutes, July 24, 2019, and July 31, 2019

3B. Approval of bills paid – July 2019

4. REPORTS

4A. Treasurer's Financial Reports – July 2019

4B. Fire Chief's Report -Events of July 2019; Monthly Performance; Record of Calls, and Response Times

4C. Building restoration subcommittee report and possible action

- a. Amos Byington / Michael Medwedeff AG/CM
- b. Scott Brady Joiner Architects

4D. Dispatch subcommittee report and possible action

4E. Interlocal agreement subcommittee report and possible action

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

5A. Audit contract

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

None

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

None

VILLAGE FIRE DEPARTMENT
REGULAR MONTHLY BOARD MEETING
August 28, 2019
PAGE 2

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

- 8A. Replacement engine
8B. Computer dispatch/records management software
8C. Parental/maternity leave policy

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

- 9A. Executive Session- Closed session in accordance with the Government Code Sec. 551.071. Consultation with Attorney; Closed Meeting.

A. GOVERNMENTAL BODY MAY NOT CONDUCT A PRIVATE CONSULTATION WITH ITS ATTORNEY EXCEPT:

- 1) When the Governmental body seeks the advice of its Attorney about:
(A) Pending or contemplated litigation; or
(B) A settlement offer/s
2) On a matter in which the duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter

- 9B. Bunker Hill - Interlocal

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

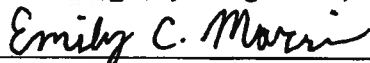
11. **FUTURE TOPICS**

12. **NEXT MEETING DATE**

September 25, 2019

14. **ADJOURNMENT**

I certify that the agenda for the 28th of August 2019, Regular Monthly Meeting was posted at the fire department this the 21st day of August 2019, at 9:00 a.m.



Emily Morris, Office Manager

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

AMENDED MINUTES
VILLAGE FIRE DEPARTMENT
REGULAR BOARD OF COMMISSIONERS MEETING
WEDNESDAY, JUNE 26, 2019 AT 6:00 P.M.
HEDWIG CITY HALL
955 PINEY POINT, HOUSTON TEXAS 77024

Commissioner Nash called the meeting to order at 6:00 p.m. Roll was called, and a quorum was present.

1. CALL TO ORDER

Present and
Voting Were:

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

Commissioner Zebulun Nash, Chair
Commissioner Allen Carpenter, Vice Chair
Commissioner Jay Carlton, Treasurer
Commissioner Robert Byrne, Secretary
Commissioner William Johnson, Member

Others
Present Were:

City of Piney Point Village
City of Hunters Creek Village
City of Hilshire Village
City of Hedwig Village
Village Fire Department
Village Fire Department
Village Fire Department
Randle Law Office LTD., L.L.P.

Alternate Henry Kollenberg
Alternate Frank Doyle
Alternate Ray Leiker
Alternate Mayor Brian Muecke
David Foster, Fire Chief
Marlo Longoria, Administration
Emily Morris, Office Manager
Grady Randle, Attorney

Absent
Were:

City of Spring Valley Village

Alternate Mayor Tom Ramsey

VILLAGE FIRE DEPARTMENT
REGULAR BOARD OF COMMISSIONERS MEETING
WEDNESDAY, JUNE 26, 2019
MINUTES – PAGE 2

2. COMMENTS FROM THE PUBLIC:

Keith Brown introduced himself as the newly elected City Council Member for Bunker Hill Village (BHV). Council Member Brown wanted to relay that BHV recognizes the importance of having good fire protection, and they are committed to resolving the issues between BHV and the Fire Department surrounding the interlocal agreement.

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

3A. Approval of Minutes

Approval of Minutes – May 22, 2019 – Regular Board Meeting

3B. Approval of Bills Paid

Approval of Bills Paid – May 2019

Commissioner Nash asked for a motion to approve the consent agenda. Commissioner Carpenter moved; Commissioner Johnson seconded to approve the items as presented on the Consent Agenda.

Commissioners Carlton and Commissioner Byrne voted “Aye,” “Noes” none.

MOTION CARRIED UNANIMOUSLY

4. Reports

4A. Robert Belt – 2018 Audit Draft Report

Robert Belt presented the 2018 Audit Draft Report.
Commissioner Nash asked for a motion to accept the Audit. Commissioner Johnson moved; Commissioner Carpenter seconded to accept the 2018 Audit.

Audit information presented as Article A

4B. Treasurer’s Financial Reports – May 2019

Commissioner Carlton stated we are 1.91% over budget. He explained this is due to necessary purchases made during the front end of the year that will spread out over the remainder of the year.

4C. Fire Chief’s Report -Events of May 2019; Monthly Performance; Record of Calls; EMS Collections, Operational issues, Response Times

- Fully staffed
- Personnel Erich Burrer retirement-effective July 1

VILLAGE FIRE DEPARTMENT
REGULAR BOARD OF COMMISSIONERS MEETING
WEDNESDAY, JUNE 26, 2019
MINUTES – PAGE 3

4C. continued

- Captain promotions have gone into effect
- Vacant position for Firemedic has been posted
Discussion of competitive offerings to attract new hires
- Health insurance
Discussion surrounding competitive offerings, retiree benefits, and the insurance selection process
- Incidents:
1 call was above the national standard response time

4D. Building restoration subcommittee report and possible action

- a. Amos Byington / Michael Medwedeff AG/CM – options
- b. Joiner Architects

Mr. Byington presented three possible options for the renovation of the Fire Department. The Fire Commission discussed the three options and the varying budgets for those options.

4E. Dispatch subcommittee report and possible action

No action or discussion completed

4F. Interlocal agreement subcommittee report and possible action

No action or discussion completed

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

5A. None

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

6A. None

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

None

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

8A. Discussion / Consideration of and action on 2020 Budget Workshop June 11 and 2020 proposed budget

Chief Foster requested two items from the 2020 Budget Draft 3 be moved to 2019, using the \$130,829. overage reported by the auditors from 2018.

- \$10,000 to be taken out of the 2019 contingency fund for a new copier
- \$70,000 budget amendment to be placed in General fund 1 for new dispatch software/records management

VILLAGE FIRE DEPARTMENT
REGULAR BOARD OF COMMISSIONERS MEETING
WEDNESDAY, JUNE 26, 2019
MINUTES – PAGE 5

8A. Continued....

- \$60,829 budget amendment to be placed in facility fund 4

Commissioner Nash asked for a motion to approve the 2019 proposed amendments to present to the cities.
Commissioner Johnson moved; Commissioner Byrne seconded accept items as presented.

Commissioners Carlton and Commissioner Carpenter voted “Aye,” “Noes” none.

Commissioner Carpenter asked for a motion to approve the 2020 proposed budget to present to the cities.
Commissioner Johnson moved; Commissioner Byrne seconded accept items as presented.

Roll call vote:

Piney Point: yes
Hunters Creek: yes
Spring Valley: yes
Hilshire: yes
Hedwig: yes

Roll call completed and all voting members voted yes

MOTION CARRIED UNANIMOUSLY

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

Commissioner Nash asked for a motion for the Commission to retire in Executive session.

- 9A. Executive Session- Closed session in accordance with the Government Code Sec. 551.071. Consultation with Attorney; Closed Meeting

B. GOVERNMENTAL BODY MAY NOT CONDUCT A PRIVATE CONSULTATION WITH ITS ATTORNEY EXCEPT:

- 1) When the Governmental body seeks the advice of its Attorney about:
 - (A) Pending or contemplated litigation; or
 - (B) A settlement offer/s
- 2) On a matter in which the duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter

- 9B. Bunker Hill - Interlocal

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

No action was taken

VILLAGE FIRE DEPARTMENT
REGULAR BOARD OF COMMISSIONERS MEETING
WEDNESDAY, JUNE 26, 2019
MINUTES – PAGE 6

11. **FUTURE TOPICS:**

Mayor Muecke presented Harry Folloder as the alternate for Hedwig Village Fire Commission.

12. **NEXT MEETING DATE**

July 24, 2019

13. **ADJOURNMENT**

Commissioner Nash moved to adjourn at 9:45 p.m. seconded by Commissioner Carpenter

Commissioners Carlton, Commissioner Byrne, and Commissioner Johnson voted "Aye," "Noes" none.

MOTION CARRIED UNANIMOUSLY

Respectfully submitted

Commissioner Zeb Nash, Chair

Attest:

Commissioner Robert Byrne, Secretary

VILLAGE FIRE DEPARTMENT
REGULAR BOARD OF COMMISSIONERS MEETING
WEDNESDAY, JULY 24, 2019 AT 6:00 P.M.
HEDWIG CITY HALL
955 PINEY POINT, HOUSTON TEXAS 77024

Commissioner Nash called the meeting to order at 6:00 p.m. Roll was called, and a quorum was present.

1. CALL TO ORDER

Present and
Voting Were:

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

Commissioner Zebulun Nash, Chair
Commissioner Allen Carpenter, Vice Chair
Commissioner Jay Carlton, Treasurer
Commissioner Robert Byrne, Secretary
Commissioner William Johnson, Member

Others

Present Were:

City of Piney Point Village
City of Hunters Creek Village
City of Hilshire Village
City of Hedwig Village
Village Fire Department
Village Fire Department
Village Fire Department
Randle Law Office LTD., L.L.P.

Alternate Henry Kollenberg
Alternate Frank Doyle
Alternate Ray Leiker
Alternate Harry Folloder
David Foster, Fire Chief
Marlo Longoria, Administration
Emily Morris, Office Manager
Grady Randle, Attorney

Absent
Were:

City of Spring Valley Village

Alternate Mayor Tom Ramsey

VILLAGE FIRE DEPARTMENT
REGULAR BOARD OF COMMISSIONERS MEETING
WEDNESDAY, JULY 24, 2019
MINUTES – PAGE 2

2. COMMENTS FROM THE PUBLIC:

None

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

3A. Approval of Minutes

Approval of Minutes – June 26, 2019 – Regular Board Meeting

3B. Approval of Bills Paid

Approval of Bills Paid – June 2019

Commissioner Nash asked for a motion to approve the consent agenda. Commissioner Carpenter Motioned that 3A approval of Minutes needs revision. Commissioner Carpenter moved to approve the items of Consent Agenda once revised. Seconded by Commissioner Johnson.

Commissioners Byrne and Commissioner Carlton voted “Aye,” “Noes” none.

MOTION CARRIED UNANIMOUSLY

4. Reports

4A. Treasurer’s Financial Reports – June 2019

Commissioner Carlton stated we are 1.6% over budget. He explained this is due to necessary purchases made during the front end of the year that will spread out over the remainder of the year.

4B. Fire Chief’s Report -Events of June 2019; Monthly Performance; Record of Calls; EMS Collections, Operational issues, Response Times

- One Vacancy in staffing, two applicants in testing process.
- Employee out on injury had successful surgery and will be out several more months.
- Bids expected by end of month for replacement Engine
- Spent some money on training. About half employees are swift water trained, half are active shooter trained.
- Incidents for June: 564 Fire type calls, 430 EMS calls, totaling 994 calls.
- Life threatening calls: 177 through the year. Average first response time is 3:37. National first response time is 6:30. ALS response time is 4:13, with National standard at 10:30. We are 100% under the National standard on all except one city, Hillshire. Hillshire had one life threatening car fire and exceeded the standard of 6:50. Average response for fire calls is 4:13.

VILLAGE FIRE DEPARTMENT
REGULAR BOARD OF COMMISSIONERS MEETING
WEDNESDAY, JULY 24, 2019
MINUTES – PAGE 3

4C. Building restoration subcommittee report and possible action

- a. Amos Byington / Michael Medwedeff AG/CM – options
- b. Joiner Architects

Mr. Byington presented the subcommittee recommended floor plan for vote.
Commissioner Carlton asked for a motion to approve the proposed floor plan. Commissioner Carpenter moved;
Commissioner Johnson seconded.

Roll call vote:

Piney Point: Yes
Spring Valley: Yes
Hunters Creek: Yes
Hillshire: Yes
Hedwig: Yes

Roll call completed and all voting members voted yes.

MOTION CARRIED UNANIMOUSLY

4D. Dispatch subcommittee report and possible action

No report from the committee. Chief will continue to provide updates on dispatch software.

4E. Interlocal agreement subcommittee report and possible action

Discussion completed during Executive Session

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

None

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

None

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

None

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

None

VILLAGE FIRE DEPARTMENT
REGULAR BOARD OF COMMISSIONERS MEETING
WEDNESDAY, JULY 24, 2019
MINUTES – PAGE 4

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

Commissioner Nash asked for a motion for the Commission to retire in Executive session.

9A. Executive Session- Closed session in accordance with the Government Code Sec. 551.071. Consultation with Attorney; Closed Meeting

B. GOVERNMENTAL BODY MAY NOT CONDUCT A PRIVATE CONSULTATION WITH ITS ATTORNEY EXCEPT:

- 1) When the Governmental body seeks the advice of its Attorney about:
(A) Pending or contemplated litigation; or
(B) A settlement offer/s
- 2) On a matter in which the duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter

9B. Bunker Hill - Interlocal

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

No action was taken

11. **FUTURE TOPICS:**

None

12. **NEXT MEETING DATE:**

August 28, 2019

13. **ADJOURNMENT**

Commissioner Nash moved to adjourn at 8:56 p.m. seconded by Commissioner Carpenter

Commissioner Carlton, Commissioner Byrne, and Commissioner Johnson voted "Aye," "Noes" none.

MOTION CARRIED UNANIMOUSLY

Respectfully submitted

Commissioner Zeb Nash, Chair

Attest:

Commissioner Robert Byrne, Secretary

SPECIAL MEETING MINUTES
VILLAGE FIRE DEPARTMENT
SPECIAL BOARD OF COMMISSIONERS MEETING
WEDNESDAY, JULY 31, 2019
VILLAGE FIRE DEPARTMENT
901 CORBINDALE ROAD, HOUSTON, TEXAS

Commissioner Nash called the meeting to order at 12:00 p.m. Roll was called, and a quorum was present.

1. CALL TO ORDER

Present and
Voting Were:

City of Piney Point Village
City of Spring Valley Village
City of Hilshire Village
City of Hedwig Village

Commissioner Zebulun Nash, Chair
Commissioner Allen Carpenter, Vice- Chair
Commissioner Robert Byrne, Secretary
Commissioner William Johnson, Member

Others
Present Were:

City of Piney Point Village
City of Spring Valley Village
City of Hunters Creek Village
City of Hilshire Village
City of Hedwig Village
Village Fire Department
Village Fire Department
Randle Law Office LTD., L.L.P.
City of Bunker Hill Village
City of Bunker Hill Village

Alternate Henry Kollenberg
Alternate Mayor Tom Ramsey
Alternate Frank Doyle
Alternate Ray Leiker
Alternate Harry Folloder
David Foster, Fire Chief
Marlo Longoria, Administrator
Grady Randle and Brandon Morris, Attorney
Bert Rosenbaum
Council member, Keith Brown

Absent
Were:

City of Hunters Creek

Commissioner Jay Carlton, Treasurer

2. COMMENTS FROM THE PUBLIC

VILLAGE FIRE DEPARTMENT
SPECIAL BOARD OF COMMISSIONERS MEETING
MONDAY, JULY 31, 2019
MINUTES – PAGE 3

3. **CLOSED SESSION** - The Board of Commissioners will retire into Executive Session as authorized by Chapter 551; Texas Government Code, to discuss following matters:
- 3A. Executive Session- Closed session in accordance with the Government Code Sec. 551.071. Consultation with Attorney; Closed Meeting.
A GOVERNMENTAL BODY MAY NOT CONDUCT A PRIVATE CONSULTATION WITH ITS ATTORNEY EXCEPT:
- 1) When the Governmental body seeks the advice of its Attorney about:
 - (A) Pending or contemplated litigation; or
 - (B) A settlement offers
 - 2) On a matter in which the duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter
- 3B. Interlocal and contract- Bunker Hill Village

Back into session at 6:10 pm.

4. **CONSIDERATION OF AND POSSIBLE ACTION ON THE FOLLOWING** - The Board will discuss and consider possible action on the following –
- 4A. Commissioner Carpenter made a motion to finalize the agreed upon documents and create a cover letter to be sent to all cities including Bunker Hill Village. Commissioner Johnson moved; Commissioner Byrne seconded to approve items presented.

5. **ADJOURNMENT**

Commissioner Nash moved to adjourn at 6:18 p.m. Commissioner Carpenter moved seconded by Commissioner Byrne

Commissioners Johnson and Alternate Doyle voted “Aye,” “Noes” none.

MOTION CARRIED UNANIMOUSLY

Respectfully submitted

Commissioner Zeb Nash, Chair

Attest:

Commissioner Robert Byrne, Secretary

U:\BOARD MEETING MINUTES & AGENDAS\2019 AGENDA, MINUTES,& MONTHLY PAYMENTS\VFD Special Meeting minutes 7-31-2019.doc

VILLAGE FIRE DEPT. July BUDGETARY SUMMARY	BUDGET YEAR 2019	YEAR TO DATE 7/31/2019	% USED	% BUDGET	MONTHLY EXPENSES July
CAPITAL:					
CONTINGENCY-PHYSICAL PLANT	35,000.00	4,989.38	14.26%	58.30%	0.00
MISC. TOOLS, EQUIP., & HOSE	65,000.00	65,825.70	101.27%	58.30%	0.00
PROTECTIVE GEAR	20,000.00	4,212.06	21.06%	58.30%	1,187.50
RADIO PURCHASE		750.00			
TOTAL CAPITAL EXPENDITURES	120,000.00	75,777.14	63.15%	58.30%	1,187.50
PERSONNEL EXPENDITURES:					
SALARIES	3,757,244.00	2,287,596.29	60.88%	58.30%	326,468.86
SALARIES - OVERTIME	105,000.00	45,744.07	43.57%	58.30%	10,069.96
BONUS	6,000.00		0.00%	58.30%	
PROF. CERTIFICATION PAY	44,400.00	27,423.32	61.76%	58.30%	4,081.20
COMPENSATED ABSENCE PAY	0.00		0.00%	58.30%	
FICA TAX	304,530.00	173,314.62	56.91%	58.30%	25,406.63
DISABILITY INSURANCE	23,000.00	11,476.86	49.90%	58.30%	2,108.07
EMPLOYEE RETIREMENT	322,123.00	148,232.65	46.02%	58.30%	21,693.62
HOSPITALIZATION INSURANCE	609,770.00	364,204.80	59.73%	58.30%	48,375.59
MEAL ALLOWANCES	31,978.00	18,270.00	57.13%	58.30%	2,610.00
WORKMENS' COMP. INSURANCE	35,000.00	20,416.06	58.33%	58.30%	2,916.58
TOTAL PERSONNEL EXPENDITURES	5,239,045.00	3,096,678.67	59.11%	58.30%	443,730.51
OPERATIONAL EXPENDITURES:					
AMBULANCE MEDICAL SUPPLIES	50,000.00	27,558.67	55.12%	58.30%	2,180.83
BLDG. SUPPLIES & MAINTENANCE	47,000.00	44,814.36	95.35%	58.30%	8,036.85
CHEMICALS	2,000.00	0.00	0.00%	58.30%	0.00
CONTINGENCY	20,000.00	2,614.00	13.07%	58.30%	0.00
DUES/SUBSCRIPTIONS/MANUALS	6,500.00	2,729.50	41.99%	58.30%	0.00
FIRE PREVENTION/PUBLIC RELATIONS	12,000.00	5,338.55	44.49%	58.30%	775.80
GAS & OIL	45,000.00	27,785.35	61.75%	58.30%	5,249.88
INSURANCE - CASUALTY	42,000.00	25,144.92	59.87%	58.30%	3,517.33
MAINTENANCE OF EQUIPMENT:	135,000.00	96,953.27	71.82%	58.30%	8,979.02
MAINTENANCE OF EQUIPMENT OTHER:		-2,791.92			0.00
CHIEF'S VEHICLE		6,092.25			52.60
FIRE MARSHAL'S VEHICLE		1,241.75			103.57
BATTALION 1		254.17			0.00
PUMPER (ENGINE 1)		18,678.38			5,403.44

physio control

Radio purch

mattress

UTILITY VEHICLE		10.25			0.00
LADDER (LADDER 1)		14,041.49			489.28
AMBULANCE (MEDIC 1)		8,983.11			1,938.50
AMBULANCE (MEDIC 2)		1,283.96			0.00
AMBULANCE (MEDIC 3)					
MAINTENANCE - OTHER		34,656.70			991.63
MAINTENANCE - CONTRACTS		1,797.60			0.00
PUMPER (ENGINE 2)		12,705.53			0.00
MISCELLANEOUS EXPENDITURES:	7,200.00	2,926.08	40.64%	58.30%	228.00
SAFETY DEPOSIT BOX RENT					0.00
LICENSE/PERMITS		2,374.33			0.00
OTHER MISC. EXPENSES		551.75			228.00
LEGAL NOTICES/ADVERT.		0.00			0.00

VILLAGE FIRE DEPT. JULY BUDGETARY SUMMARY	BUDGET YEAR 2019	YEAR TO DATE 7/31/2019	% USED	% BUDGET	MONTHLY EXPENSES JULY
POSTAGE/PRINTING/STATIONERY:	107,000.00	27,232.71	25.45%	58.30%	4,907.03
BANK ANALYSIS CHARGES/SUPPLIES		89.15			0.00
OFFICE SUPPLIES		8,872.47			1,314.41
POSTAGE		348.34			0.00
PENALTIES		0.00			0.00
PRINTING		306.52			0.00
MAINT. CONTRACTS/EQUIP.		12,127.28			3,268.78
COFFEE BAR/REFRESHMENTS		3,090.30			210.97
POSTAGE METER RENTAL		250.00			0.00
OFFICE EQUIPMENT/COMPUTERS		189.20			112.87
OTHER		1,578.34			0.00
BANK SERVICES CHARGES		381.11			0.00
PROFESSIONAL SERVICES:	112,400.00	87,245.76	77.62%	58.30%	10,176.71
REVERSE ENTRIES FOR A.P.		(0.55)			0.00
ADJUSTMENT-DUPLICATE CHECKS		0.00			0.00
PROFESSIONAL SERVICES - OTHER		18,160.24			0.00
CPA		6,729.00			852.00
LEGAL		33,614.90			1,657.23
IT SERVICES		17,492.17			2,667.48
MEDICAL		11,250.00			5,000.00
PUBLIC UTILITIES	55,000.00	36,906.29	67.10%	58.30%	6,685.03

70,000 added to budget for
dispatch software

eso solutions and motorola softwa
Creative switching

Belt Harris 15,995

Tyler Tech annual 467.48

RENT	10.00	10.00	100.00%	58.30%	0.00
STATE CERTIFICATION FEES	6,000.00	1,988.82	33.15%	58.30%	168.66
TRAINING PROGRAMS	25,000.00	17,473.19	69.89%	58.30%	3,205.36
CPR TRAINING EXPENSE		1,494.88			0.00
CONVENTIONS		0.00			0.00
OTHER TRAINING EXP.		2,233.68			100.00
SEMINARS-OFF PREMISES		1,649.89			0.00
TRAINING EXAMS		3,444.97			1,110.00
TRAINING-ON PREMISES/training programs		5,891.68			0.00
OUT OF TOWN EXPENSES		2,758.09			1,995.36
UNIFORMS	25,000.00	7,344.43	29.38%	58.30%	819.49
TOTAL OPERATIONAL EXPENDITURES	697,110.00	414,065.90	59.40%	58.30%	54,929.99
GRAND TOTAL	\$6,056,155.00	\$3,586,521.71	59.22%	58.30%	\$499,848.00
0					
0.92 over budget					
CAPITAL REPLACEMENT FUND	160,000.00				
COMPENSATION ABSENCE RESERVE FUND	45,000.00				
FACILITY FUND	3,500,000.00				
TOTAL BUDGET FOR 2019	\$9,761,155.00	\$0.00			

**Village Fire Department
Bank Account Register**

WFB - VFD General Fund
July 1, 2019 - July 31, 2019

Date	Reference	Payee ID	Description	Checks/ Payments	Deposits/ Additions	Balance
07/01/19			Beginning Balance			138,150.64
07/05/19			EMPLOYEE REIMBURSEMENT	1,144.75		137,005.89
07/05/19	10642	ELC	EMPLOYEE REIMBURSEMENT	808.24		136,197.65
07/05/19	10643	ACE1	TEXAS CHILD SUPPORT	359.50		135,838.15
07/05/19	10644	JEL	TX CHILD SUPPORT SDU	425.00		135,413.15
07/05/19	10645	KKERCHO	TEXAS CHILD SUPPORT	200.00		135,213.15
07/05/19	10646	FRAZE	TEXAS STATE DISBURSEMENT UNIT	729.33		134,483.82
07/05/19	10647	FRAZE	Frazer, Ltd.	1,898.50		132,585.32
07/05/19	10648	RANDLE	Randle Law Office, LTD, L.L.P.	1,657.50		130,927.82
07/05/19	10649	ULINE	ULINE	730.35		130,197.47
07/05/19	10650	WITMER	Witmer Public Safety Group	149.99		130,047.48
07/05/19	10651	GRAINGER	GRAINGER	118.57		129,928.91
07/05/19	10652	COMCAST	Comcast	69.50		129,859.41
07/05/19	10653	HENRY	Henry Schein, Inc.	1,085.81		128,773.60
07/05/19	10654	DEL	Delta Industrial Service	950.00		127,823.60
07/05/19	10655	MARTI	Martin Apparatus, Inc.	160.20		127,663.40
07/05/19	10656	THREE	Three L, Inc.	3,886.20		123,777.20
07/05/19	10657	PURA	Pura Flo Corporation	70.00		123,707.20
07/05/19	10658	MVWA	Memorial Villages Water Authority	135.02		123,572.18
07/05/19	10659	ADVANTAGE	Advantage Interests, Inc.	1,353.00		122,219.18
07/05/19	10660	UTHS	UNIVERSITY OF TEXAS HEALTH AND SCIENCE CENTER DEPT	1,250.00		120,969.18
07/05/19	10661	LOWES	Lowe's Companies, Inc.	31.34		120,937.84
07/05/19	10662	KNOX	The Knox Company	1,373.00		119,564.84
07/08/19	10663		TEXAS CHILD SUPPORT SDU	679.00		118,885.84
07/08/19	10664	PROWELD	Professional Welding Supply	37.50		118,848.34
07/08/19	10665	ALLIED	Allied Breathing Air	351.78		118,496.56
07/08/19	10666	LANGUAGE	Language Line Services, Inc.	1.17		118,495.39
07/08/19	10667	B&L	B&L Electric	2,136.21		116,359.18
07/08/19	10668	HDEP	Home Depot	225.90		116,133.28
07/08/19	10669	O'REILLY	O'Reilly Automotive, Inc.	21.98		116,111.30
07/09/19	10670	THREE	Three L, Inc.	6,252.53		109,858.77
07/09/19		CHASE	Chase	3,500.02		106,358.75
07/09/19	10623	CSD	Creative Switching Designs, Inc.	3,176.29		103,182.46
07/11/19			CASH TRANSFER 7/11/2019 PPE 7/15/2019		275,000.00	378,182.46
07/11/19			TRANSFER FROM COMPENSATED ABSENCE ERICH BURRER		8,151.98	386,334.44
07/11/19	10670	VALC	Valic Retirement Services Company	175.00		386,159.44
07/12/19		UNION	Village Prof. FF Association	630.00		385,529.44
07/12/19		HOWARDM	Howard Miller	57.00		385,472.44
07/15/19			PPE 7/15/2019 PAYROLL	117,922.89		267,549.55
07/15/19		UNION	Village Prof. FF Association	630.00		266,919.55
07/15/19		NRS	Nationwide Retirement Solutions	6,965.00		259,954.55
07/15/19		PPLS	Pre-Paid Legal Services, Inc.	172.40		259,782.15
07/15/19			PPE 7/15/2019 NET TAX PAYMENT	48,512.70		211,269.45
07/15/19	10671	COMCAST	Comcast	136.04		211,133.41
07/15/19	10672	HENRY	Henry Schein, Inc.	262.50		210,870.91
07/15/19	10673	REGNI	VFIS of Texas	10,552.00		200,318.91
07/15/19	10674	ACCUTEK	Accutek Computer	2,200.00		198,118.91
07/15/19	10675	BURNS	Burns Pump Service, Inc.	118.68		198,000.23
07/16/19	10676	WITMER	Witmer Public Safety Group	152.99		197,847.24
07/16/19	10677	TABER	Taber & Burnett, P.C.	852.00		196,995.24
07/17/19		REPUBLIC	Republic Services #853	172.40		196,822.84
07/17/19		AF	AFLAC	1,174.95		195,647.89
07/17/19	10678	BOUND	Bound Tree Medical, LLC	132.99		195,514.90
07/18/19		SPRINT	Sprint	371.01		195,143.89
07/18/19		ATT	AT&T	295.07		194,848.82
07/18/19		WELLSFARGO	Wells Fargo	333.23		194,515.59

Village Fire Department Bank Account Register

WFB - VFD General Fund
July 1, 2019 - July 31, 2019

Date	Reference	Payee ID	Description	Checks/ Payments	Deposits/ Additions	Balance
07/18/19		WELLSFARGO	Wells Fargo	68.49		194,447.10
07/18/19	10679	Firewerks	Firewerks Fire Apparatus Repair, Inc	489.28		193,957.82
07/18/19	10680	CENTERPOINT	Center Point Energy	110.39		193,847.43
07/18/19	10681	THREE	Three L, Inc.	6,401.63		187,445.80
07/18/19	10682	RELIA	Reliant Energy	3,700.69		183,745.11
07/23/19	10683	ACE1	TX CHILD SUPPORT SDU	425.00		183,320.11
07/23/19	10684	JEL	TEXAS CHILD SUPPORT	200.00		183,120.11
07/23/19	10685	KKERCHO	TEXAS STATE DISBURSEMENT UNIT	729.33		182,390.78
07/23/19	10686	MVWA	Memorial Villages Water Authority	124.65		182,266.13
07/23/19	10687	SMART	Daffenberry, LLC	130.00		182,136.13
07/23/19	10688	MUNIC	Municipal Emergency Services	90.25		182,045.88
07/23/19	10689	KONICAMINOL	Konica Minolta Business Solutions	375.43		181,670.45
07/23/19	10690	VMIG	Villages Mutual Insurance	65,267.64		116,402.81
07/23/19	10691		Texas Climate Solutions	224.00		116,178.81
07/23/19	10692	ELC	TEXAS CHILD SUPPORT	359.50		115,819.31
07/24/19	10693		TEXAS CHILD SUPPORT SDU	679.00		115,140.31
07/24/19	10694	THREE	Three L, Inc.	5,409.84		109,730.47
07/24/19	10695	GALLS	Gall's Inc.	62.31		109,668.16
07/24/19	10696	UTHS	UNIVERSITY OF TEXAS HEALTH AND SCIENCE CENTER DEPT	1,250.00		108,418.16
07/24/19	10697	UTHS	UNIVERSITY OF TEXAS HEALTH AND SCIENCE CENTER DEPT	1,250.00		107,168.16
07/24/19	10698	UTHS	UNIVERSITY OF TEXAS HEALTH AND SCIENCE CENTER DEPT	1,250.00		105,918.16
07/25/19		ATT	AT&T	59.04		105,859.12
07/26/19			PPE 7/31/2019 CASH TRANSFER		275,000.00	380,859.12
07/26/19			MEAL ALLOWANCE	2,610.00		378,249.12
07/26/19		VFFA	Village Firefighters Association	630.00		377,619.12
07/26/19		ATT	AT&T	1,661.35		375,957.77
07/30/19	10699	TMRS	Texas Municipal Retirement System	46,107.59		329,850.18
07/30/19	10700	VALC	Valic Retirement Services Company	175.00		329,675.18
07/31/19			NET TAX PAYMENT PPE 7/31/2019	40,849.60		288,825.58
07/31/19			ELECTRONIC DEPOSIT 7/31/2019		85.74	288,911.32
07/31/19			PPE 7/31/2019 PAYROLL	105,121.32		183,790.00
07/31/19		NRS	Nationwide Retirement Solutions	6,215.00		177,575.00
07/31/19	10701	BURNS	Burns Pump Service, Inc.	3,200.00		174,375.00
07/31/19	10702	GALLS	Gall's Inc.	66.27		174,308.73
07/31/19	10703	PURA	Pura Flo Corporation	70.00		174,238.73
07/31/19	10704	HENRY	Henry Schein, Inc.	494.53		173,744.20
07/31/19	10705	MM	M & M Janitorial Supply	83.60		173,660.60
07/31/19	10706	O'REILLY	O'Reilly Automotive, Inc.	39.35		173,621.25
07/31/19	10707	COMCAST	Comcast	360.46		173,260.79
07/31/19	10708	COMCAST	Comcast	70.11		173,190.68
07/31/19	10709	MARTI	Martin Apparatus, Inc.	5,403.44		167,787.24
07/31/19	10710	PROWELD	Professional Welding Supply	37.50		167,749.74
07/31/19	10711	TYLERTECH	Tyler Technologies	467.48		167,282.26
07/31/19	10712	USP	US Public Safety Group, Inc.	71.79		167,210.47
07/31/19	10713		PPE Care	237.50		166,972.97
07/31/19	10714		Domain Listings	228.00		166,744.97
07/31/19	10715	OFFIC	Office Depot Card Plan	950.97		165,794.00
07/31/19	10716	SAMS	Sam's Club Direct	648.84		165,145.16
07/31/19	10717	FRAZE	Frazer, Ltd.	40.00		165,105.16
Totals				<u>531,283.20</u>	<u>558,237.72</u>	<u>165,105.16</u>

Transaction count = 104

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:

Ms. Kelly Johnson, City of Hedwig Village
Ms. Susan Blevins, City of Hilshire Village
Mr. Tom Fullen, City of Hunters Creek Village
Mr. Roger Nelson, City of Piney Point Village
Ms. Julie Robinson, City of Spring Valley

From: Marlo Longoria

Date: June 27, 2019

Re: Budgets and Audit Information

Consider the following items to be placed on your agenda. Copies for your VFD Commissioner/Alternate, Mayor, and City Council members are enclosed. If you have any questions or need anything else, please let me know.

Please place the following items on your agenda for consideration and advise us on your council's action in writing.

- 2018 Audit and Intra-Budgetary Transfers
- VFD to retain \$130,829. surplus per the 2018 Audit. To which \$60,829 to be placed in the Facility Fund-04 and \$70,000 to be retained in the 2019 budget as an amendment
- Proposed 2019 Budget Amendments
 - ☐ Approval to purchase a new dispatch and records management software not to exceed \$70,000.

Thank you,

Marlo Longoria

Enclosures

Village Fire Department



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Houston, Texas 77024
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BUNKER HILL VILLAGE
HEDWIG VILLAGE
HILSHIRE VILLAGE
HUNTERS CREEK VILLAGE
PINEY POINT VILLAGE
SPRING VALLEY VILLAGE

Memorandum

To:

Ms. Kelly Johnson, City of Hedwig Village
Ms. Susan Blevins, City of Hilshire Village
Mr. Tom Fullen, City of Hunters Creek Village
Mr. Roger Nelson, City of Piney Point Village
Ms. Julie Robinson, City of Spring Valley

CC: Village Fire Department Commissioners and Alternates

From: Marlo Longoria

Date: 6/27/2019

Re: 2020 Proposed Budget information

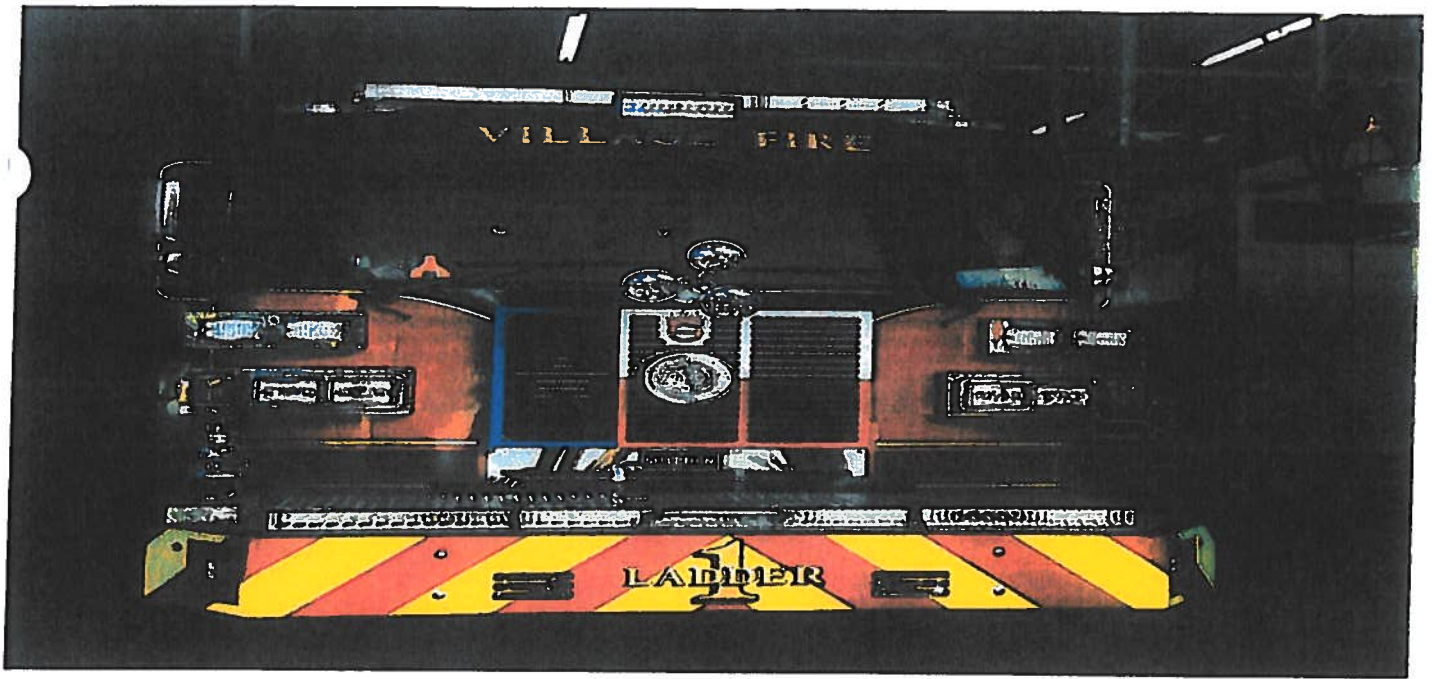
During a regular fire commission meeting, June 26, 2019 the Village Fire Department Commissioners and Alternates approved the 2020 Proposed Budget. Copies for your VFD Commissioner, Alternates, Mayor and City Council members are enclosed. If you have any questions, please let us know.

Please place the 2020 Proposed Budget on your agenda for consideration and advise us on your council's action in writing.

Thank you,


Marlo Longoria

Enclosure



Proposed 2020 Budget

Prepared for: **City of Hedwig Village**
 City of Hilshire Village
 City of Hunters Creek Village
 City of Piney Point Village
 City of Spring Valley Village

Prepared by: Village Fire Department
June 19, 2019

Village Fire Department



901 Corbindale Rd
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HUNTERS CREEK VILLAGE
PINEY POINT VILLAGE
SPRING VALLEY VILLAGE

Memorandum

To:

Ms. Kelly Johnson, City of Hedwig Village
Ms. Susan Blevins, City of Hilshire Village
Mr. Tom Fullen, City of Hunters Creek Village
Mr. Roger Nelson, City of Piney Point Village
Ms. Julie Robinson, City of Spring Valley

CC: Village Fire Department Commissioners and Alternates

From: Marlo Longoria

Date: 6/27/2019

Re: 2020 Proposed Budget information

During a regular fire commission meeting, June 26, 2019 the Village Fire Department Commissioners and Alternates approved the 2020 Proposed Budget. Copies for your VFD Commissioner, Alternates, Mayor and City Council members are enclosed. If you have any questions, please let us know.

Please place the 2020 Proposed Budget on your agenda for consideration and advise us on your council's action in writing.

Thank you,


Marlo Longoria

Enclosure

Village Fire Department



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Houston, Texas 77024
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Protecting and Serving the Cities of:

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

June 27, 2019

The Honorable Brian T. Muecke
Mayor, City of Hedwig Village

The Honorable Russell Herron
Mayor, City of Hilshire Village

The Honorable Jimmy Pappas
Mayor, City of Hunters Creek Village

The Honorable Mark Kobelan
Mayor, City of Piney Point Village

The Honorable Tom Ramsey
Mayor, City of Spring Valley Village

Dear Mayors:

In accordance with the terms of the Interlocal Agreement, the Village Fire Department's 2020 Proposed Budget is hereby submitted for consideration and approval by the Contracting Cities. Pursuant to Section 5.02 of the Interlocal Agreement, by a unanimous vote of Commissioners, the Board has approved and recommended this budget. Please place this item on your council's agenda for consideration, and within the time and manner specified in the Interlocal, then advise the department of your City Council's action.

The 2020 Proposed Budget consists of three funds. The General Budget is Fund-01, the Capital Replacement Fund, Fund-02, and the Facility Fund, Fund-04. The board is recommending that \$160,000 be placed into the Capital Replacement Fund. In 2020 contributions were made to Fund-02. This budget also includes a 3% salary increase (2% step change, 1% cost of living) and a 2% base salary contribution into the employees' 457 Plan.

The total General Fund Budget proposed has an increase of 6.34% from the 2019 Budget.

Among other information, this year's budget package includes:

- 2020 Proposed Budget and Assessments per city
- General Fund Detail
- Comparison Charts
- Capital Replacement Fund Detail for projected capital outlays
- VFD Organizational Structure
- VFD Commissioners and Alternates 2019/2020

Your Commissioners and VFD personnel are prepared to answer your questions regarding this proposed budget.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Z. Nash", is written over the printed name.

Zebulun Nash, Chair
Village Fire Department Board of Commissioners

Attachment

cc: Village Fire Department Commissioners and Alternates
Council Members
City Administrators/Secretaries

**Village Fire Department
2020 Proposed Budget**

CAPITAL EXPENDITURES:

CONTINGENCY - FACILITY	35,000	
MISC. TOOLS & EQUIP./HOSE:	24,000	
PROTECTIVE GEAR	20,000	
		<u>79,000</u>

PERSONNEL EXPENDITURES:

Salaries	3,986,496	
457 Plan Contribution	78,730	
Salaries - Overtime	105,000	
Professional Certification	44,400	
Bonus	6,000	
FICA	322,419	
Life/Disability Insurance	23,000	
Retirement	271,000	
Hospitalization	701,235	
Meal Allowance	35,000	
Workers Compensation	35,000	
		<u>\$5,608,280</u>

OPERATIONAL EXPENDITURES

Ambulance Medical Supplies	55,000	
Building Supplies & Maintenance	47,000	
Chemicals	2,000	
Emergency Contingency	20,000	
Dues/Subscriptions	6,500	
Fire Prevention/Public Relations	15,000	
GAS & OIL	45,000	
INSURANCE - CASUALTY	42,000	
Miscellaneous	7,200	
Office Expenses/Postage/Printing/Stationary	37,000	
Professional Services	145,480	
Public Utilities	60,000	
Rent	10	
State Certification Fees	6,000	
Training Programs	30,000	
Uniforms	25,000	
Maintenance of Equipment	135,000	
		<u>\$678,190</u>
OPERATING BUDGET		<u>\$6,365,470</u>

CAPITAL REPLACEMENT FUND 2

Escrow	<u>160,000</u>	
		<u>\$160,000</u>

COMPENSATION ABSENCE RESERVE FUND 3

Escrow	<u>0</u>	\$0
		<u>\$0</u>

FACILITY FUND 4 (2019 Fire Station Renovation)

Escrow	<u>0</u>	
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\$160,000

TOTAL BUDGET

\$6,525,470

EMS REVENUE FORECAST RETURNED TO CITIES

\$310,000

Cost of Fire Department to the Cities

\$6,215,470

Village Fire Department
2018 Intra Budgetary Transfers A

	B	C	D	E
	Actual 2018 Expenditures	Approved 2018	Intra-Budgetary Transfers-2018 Plus/(Minus)	Adjusted 2018 Budget
CAPITAL EXPENDITURES				
Contingency-Physical Plant	9,503.96	35,000.00	25,063.46	9,936.54
Misc Tools & Equip./Hose	10,432.58	10,000.00	0.00	10,000.00
Protective Gear	4,320.35	20,000.00	14,846.65	5,153.35
Radio Purchase	833.00	0.00	0.00	0.00
			0.00	
	25,089.89	65,000.00	39,910.11	25,089.89
PERSONNEL EXPENDITURES				
Salaries	3,429,817.86	3,332,583.00	0.00	3,332,583.00
Salaries-O/T	103,796.38	105,000.00	0.00	105,000.00
Prof Certification	38,834.79	44,400.00	0.00	44,400.00
FICA Tax	260,998.50	271,394.00	0.00	271,394.00
Disability Insurance	20,442.93	23,000.00	0.00	23,000.00
Employee Retirement	233,974.38	293,409.00	0.00	293,409.00
Hospitalization Ins.	593,059.27	611,095.00	0.00	611,095.00
Meal Allowances	32,290.00	31,978.00	0.00	31,978.00
Workmens Comp	35,248.82	35,000.00	0.00	35,000.00
Compensated Absense Pay	22,864.72	45,000.00	3,337.60	48,337.60
	4,771,327.65	4,792,859.00	3,337.60	4,747,859.00
OPERATIONAL EXPENDITURES				
Ambulance Med. Sup.	51,731.21	50,000.00	0.00	50,000.00
Bldg Supplies/Maint.	48,533.24	47,000.00	0.00	47,000.00
Chemicals	0.00	2,000.00	2,000.00	0.00
Emergency Contingency	1,356.75	20,000.00	689.33	19,310.67
Dues/Subscrip/Manuals	5,375.65	6,500.00	1,124.35	5,375.65
Fire Prevent/Relations	11,534.28	12,000.00	465.72	11,534.28
Fuel Software expense	6,274.57	0.00	0.00	0.00
Gas & Oil	23,221.42	45,000.00	1,759.51	43,240.49
Insurance-Casualty	41,653.17	42,000.00	346.83	41,653.17
Maint of Equipment	155,019.07	135,000.00	0.00	135,000.00
Miscellaneous Exp.	19,119.18	7,200.00	0.00	7,200.00
Office Expenses	43,056.37	37,000.00	0.00	37,000.00
Prof. Services	150,920.78	162,400.00	1,219.45	161,180.55
Public Utilities	67,953.92	50,000.00	0.00	50,000.00
Rent	10.00	10.00	0.00	10.00
State Cert. Fees	6,383.38	6,000.00	0.00	6,000.00
Training Programs	25,555.57	25,000.00	0.00	25,000.00
Uniforms	24,935.20	25,000.00	64.80	24,935.20
	682,633.76	672,110.00	7,669.99	664,440.01
	5,479,051.30	5,529,969.00	50,917.70	5,437,388.90
City Fuel Payment	192,159.00	192,159.00	0.00	
Insurance payment	39,142.00	39,142.00	0.00	
Misc. Income			8,768.30	
Beginning Fund Balance 2018			70,572.00	
				130,258.00
Misc. Interest Per Audit - Page 47				571.00
2018 Excess of Revenues - Page 47				130,829.00
Note: Highlighted area was applied back into line item (G/O) and (MoE) Therefore, Column B52 and B53 zero out on D52 & D53				

**VILLAGE FIRE DEPARTMENT BUDGET
2020 BUDGET WORKSHEET Draft 4**

FUND 1

line
item

	2018	2018	2019	2020	DELTA	PERCENT
	BUDGET	Actual non-audited	BUDGET	BUDGET		INCREASE/ DECREASE
CAPITAL EXPENDITURES:						
CONTINGENCY - FACILITY	35,000.00		35,000.00	35,000.00	0.00	0%
MISC. TOOLS & EQUIP./HOSE:	10,000.00		65,000.00	24,000.00	-41,000.00	-63%
PROTECTIVE GEAR	20,000.00		20,000.00	20,000.00	0.00	0%
CAPITAL EXPENDITURE TOTAL	65,000.00	25,089.89	120,000.00	79,000.00	-41,000.00	-34%
	2018	2,018.00	2019	2020	DELTA	PERCENT
	BUDGET	Actual non-audited	BUDGET	BUDGET		INCREASE/ DECREASE
PERSONNEL EXPENDITURES:						
SALARIES:						
Base Salary	3,282,583.00		3,807,243.73	3,936,496.00	129,252.27	3.39%
2% 457 Deferred Compensation	65,651.00		74,144.87	78,730.00	4,585.13	6.18%
Longevity	22,000.00		22,000.00	22,000.00	0.00	0.00%
Higher Class	28,000.00		28,000.00	28,000.00	0.00	0.00%
TOTALS	3,398,234.00	3,413,634.86	3,931,388.60	4,065,226.00	133,837.40	3.40%
SALARIES - OVERTIME						
Bonus	105,000.00	103,796.38	105,000.00	105,000.00	0.00	0.00%
Professional Certification	44,400.00	38,834.79	6,000.00	6,000.00	0.00	0.00%
			44,400.00	44,400.00	0.00	0.00%
FICA TAX - 7.65%	271,394.00	259,760.50	304,530.33	322,419.00	17,888.67	5.87%
LIFE/LTD INSURANCE	23,000.00	20,442.93	23,000.00	23,000.00	0.00	0.00%
RETIREMENT:						
Contribution - 6.43%	227,758.00	232,935.38	247,978.25	271,000.00	23,021.75	9.28%
HOSPITALIZATION INSURANCE (15% Estimate) (Final % TBD in October)	611,095.00	593,059.27	609,770.00	701,235.00	91,465.00	15.00%

1 MEAL ALLOWANCE	31,978.00	32,290.00	31,978.00	35,000.00	3,022.00	9.45%
2 WORKMEN'S COMP. INSURANCE (5-Yr. Bid 2016 thru 2020)	35,000.00	35,248.82	35,000.00	35,000.00	0.00	0.00%
3 PERSONNEL EXPENDITURES TOTAL	4,747,859.00	4,730,002.93	5,239,045.19	5,608,280.00	369,234.81	7.05%
	2018	2018	2019	2020	DELTA	PERCENT
	BUDGET	Actual non-audited	BUDGET	BUDGET		INCREASE/ DECREASE
4 OPERATIONAL EXPENDITURES:						
5 AMBULANCE MEDICAL SUPPLIES	50,000.00	51,731.21	50,000.00	55,000.00	5,000.00	9.09%
6 BUILDING SUPPLIES & MAINTENANCE	47,000.00	48,533.24	47,000.00	47,000.00	0.00	0.00%
7 CHEMICALS	2,000.00	0.00	2,000.00	2,000.00	0.00	0.00%
8 EMERGENCY CONTINGENCY	20,000.00	1,356.75	20,000.00	20,000.00	0.00	0.00%
9 DUES/SUBSCRIPTIONS/RADIOS/MANUALS	6,500.00	5,375.65	6,500.00	6,500.00	0.00	0.00%
0 FIRE PREVENTION/ Pub Relations	12,000.00	11,534.28	12,000.00	15,000.00	3,000.00	25.00%
1b Fuel Software Expense	6,274.57	6,274.57				
1 GAS & OIL	45,000.00	38,062.64	45,000.00	45,000.00	0.00	0.00%
2 INSURANCE - CASUALTY	42,000.00	41,653.17	42,000.00	42,000.00	0.00	0.00%
3 TOTALS	224,500.00	204,521.51	224,500.00	232,500.00	8,000.00	3.56%
4 MISCELLANEOUS:						
5 Legal Notices/Advertising	1,000.00		1,000.00	1,000.00	0.00	0.00%
6 License/Permits	6,000.00		6,000.00	6,000.00	0.00	0.00%
7 Other Expenses	200.00		200.00	200.00	0.00	0.00%
8 MISCELLANEOUS TOTAL	7,200.00	19,119.18	7,200.00	7,200.00	0.00	0.00%
9 OFFICE EXPENSE:						
0 Office Supplies, Paper, Staples, Toner, Ink				7,000.00		
1 Batteries, SCBA, PASS,				5,300.00		
2 Shipping				1,200.00		
3 Printing (letterhead, envelope, forms)				200.00		
4 Office/PC Equipment Maintenance Contracts				10,200.00		
5 Hospitality Supplies				6,000.00		
6 Postage Meter Rental				1,500.00		
7 Chairs, Tables, Printers				4,000.00		
8 Bank Services Charges				400.00		

i9	Misc Office Expenses				1,200.00		
i0							
i1							
i2	OS, Furniture, Equip, Postage,Printing, Misc.	37,000.00	43,056.37	37,000.00	37,000.00	0.00	0.00%
i3	PROFESSIONAL SERVICES:						
4	CPA						
5	Legal	21,000.00		21,000.00	21,000.00	0.00	0.00%
6	IT Services	12,000.00		12,000.00	32,000.00	20,000.00	166.67%
7	Health Insurance Consultation	26,400.00		26,400.00	26,400.00	0.00	0.00%
8	Medical	8,080.00		8,080.00	8,080.00	0.00	0.00%
9	Medical Director - Dr. Malone	7,000.00		7,000.00	7,000.00	0.00	0.00%
0	Salary/Benefit Survey	15,000.00		15,000.00	15,000.00	0.00	0.00%
1	Professional Services Other			0.00	20,000.00	20,000.00	100.00%
2	PROFESSIONAL SERVICES TOTAL	22,920.00		22,920.00	16,000.00	-6,920.00	-30.19%
		112,400.00	150,920.78	112,400.00	145,480.00	33,080.00	29.43%
3	PUBLIC UTILITIES						
		50,000.00	67,953.92	55,000.00	60,000.00	5,000.00	9.09%
4	RENT						
		10.00	10.00	10.00	10.00	0.00	0.00%
5	STATE CERTIFICATION FEES						
		6,000.00	6,383.38	6,000.00	6,000.00	0.00	0.00%
6	TRAINING						
		25,000.00	25,555.75	25,000.00	30,000.00	5,000.00	20.00%
7	UNIFORMS						
		25,000.00	24,935.02	25,000.00	25,000.00	0.00	0.00%
8	MAINTENANCE EXPENDITURES:						
9	MAINTENANCE OF VEHICLES						
0	MAINTENANCE OF EQUIP. & SUPPLIES	100,000.00		100,000.00	100,000.00	0.00	0.00%
1	MAINTENANCE CONTRACTS	25,000.00		25,000.00	25,000.00	0.00	0.00%
2	MAINTENANCE EXPENDITURES TOTAL	10,000.00		10,000.00	10,000.00	0.00	0.00%
		135,000.00	152,227.19	135,000.00	135,000.00	0.00	0.00%
	OPERATIONAL EXPENDITURE TOTAL	672,110.00	694,683.10	622,110.00	678,190.00	56,080.00	9.01%
	OPERATING BUDGET	5,484,969.00	5,512,681.92	\$5,986,155.19	\$6,365,470.00	379,314.81	6.34%
	CAPITAL REPLACEMENT FUND	130,000.00	345,975.99	160,000.00	160,000.00	0.00	
	COMPENSATION ABSENCE RESERVE FUND	45,000.00	-1,918.50	45,000.00	0.00	-45,000.00	

77	FACILITY FUND	30,000.00	355,405.95	3,500,000.00	0.00	-3,500,000.00	
78	FUNDS TOTAL	205,000.00		3,705,000.00	160,000.00	-3,545,000.00	
79	TOTAL BUDGET (assessed to Cities)	5,639,969.00		9,691,155.19	6,525,470.00	-3,165,685.19	-32.67%
80	EMS Revenue Returned to Cities	310,000.00		310,000.00	310,000.00		
81	Actual Cost of Fire Department	5,329,969.00		9,381,155.19	6,215,470.00		
		2019		2019	2020		
		BUDGET		BUDGET	BUDGET		
2	Fund 2 (Major Equipment)						
3	VEHICLE REPLACEMENT	130,000.00		160,000.00			
4	MAJOR EQUIPMENT	0.00		0.00	160,000.00		
5	Fund 2 BUDGET TOTAL	130,000.00		130,000.00	0.00		
6	Fund 2 DETAIL	2018		2019	2020		
7	BEGINNING Fund Balance	137,402.00	137,402.00	347,067.40	466,328.40		
8	Vehicle Expenditures	35,000.00	45,334.60	42,239.00	650,000.00		
9	Major Equipment Expenditures	0.00		0.00	0.00		
10	Sold Vehicles/Other Items	125,000.00	125,000.00	1,500.00	50,000.00		
11	Interest Income	0.00		0.00	0.00		
12	Additional Unbudgeted Contributions/Deposits	0.00		0.00	0.00		
13	BUDGETED CONTRIBUTIONS/DEPOSITS	130,000.00	130,000.00	160,000.00	160,000.00		
14	END OF YEAR FUND BALANCE	337,402.00	347,067.40	466,328.40	26,328.40		
15	Fund 3 (Compensated Absence)						
16	Compensated Absence Fund Balance	0.00		0.00	0.00		
17	Expenditures						
18	Interest Income						
19	Service Charge						
20	BUDGETED CONTRIBUTIONS/DEPOSITS	45,000.00	-1,918.50	45,000.00	0.00		

101 Fund 4 (Facility)

102
103
104
105
106

Facility Fund Balance
Expenditures
Interest Income
Service Charge

88,549.00

85,691.09

3,585,691.09

BUDGETED CONTRIBUTIONS/DEPOSITS

30,000.00

3,500,000.00

Line 3, Replace small extrication equipment \$14,000

Line 21, Increase to meal allowance

Line 23, Salary and Associated benefits increase by 1% (CPI)

Line 25, Increase by \$5000 for rise in EMS supply costs

Line 50,

Line 51,

Line 55, increased Legal Services by \$20k

Line 60, Salary/Benefit Review

Line 76, Compensated absence fund not funded

Line 102, Column K, Figure represents fund balance at time of development of this budget.

Line 106, Actual construction budget may change when construction contract is established late 2019 or early 2020.

Legal Fees to date:

VFD regular: \$5450.25

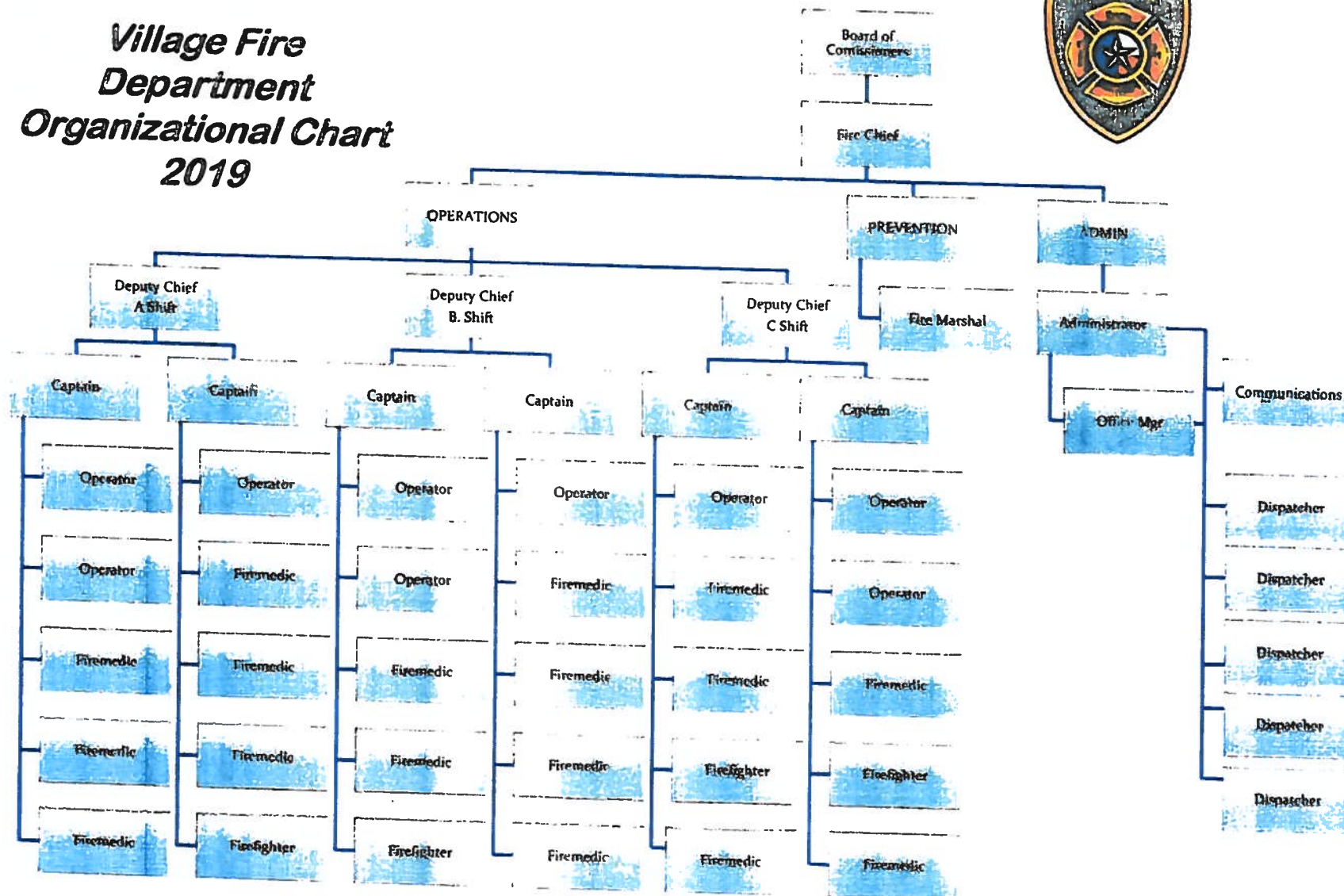
BHV Issue: \$18,383.07

Facility: \$5577.00

**VILLAGE FIRE DEPARTMENT
2020 PROPOSED BUDGET ASSESSMENTS
PER CITY**

<u>CITY</u>	<u>%</u>	<u>JANUARY 1-1/2 MONTHS</u>	<u>MONTHLY, FEBRUARY THROUGH NOVEMBER</u>	<u>DECEMBER</u>	<u>ANNUAL ASSESSMENT</u>	
BUNKER HILL VILLAGE	19.00%	154,979.91	103,319.94	51,659.97	1,239,839.30	6,525,470.00
HEDWIG VILLAGE	18.50%	150,901.49	100,601.00	50,300.50	1,207,211.95	
HILSHIRE VILLAGE	3.00%	24,470.51	16,313.68	8,156.84	195,764.10	
HUNTERS CREEK VILLAGE	22.25%	181,489.63	120,993.09	60,496.54	1,451,917.08	
PINEY POINT VILLAGE	21.00%	171,293.59	114,195.73	57,097.86	1,370,348.70	
SPRING VALLEY VILLAGE	16.25%	<u>132,548.61</u>	88,365.74	<u>44,182.87</u>	<u>1,060,388.88</u>	
		-				
	100%	\$ 815,683.75	\$ 543,789.17	\$ 271,894.58	<u>\$ 6,525,470.00</u>	
			\$ 5,437,891.67			
					<u><u>\$ 6,525,470.00</u></u>	

Village Fire Department Organizational Chart 2019



**Capital Replacement Fund For
Projected Capital Projects
6/12/19**

Equipment	Life	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Ladder	15											
Pumper	20									1,005,662.00		
Engine 2	20											
Battalion Chiefs Vehicle	9											
Fire Chief's Vehicle	10		33,000.00	30,000.00			45,000.00					
Utility Vehicle	10											41,114.00
Medic 1	9											35,000
Medic 2	9					160,000.00						
Inspector's Vehicle	8	33,000.00			149,350.00							
Medic 3	9									34,552.00		
Major Equipment												
Rescue Boat	15				10,417.69	18,540.00	227,910.00					
											12,025	
Total Cash Outlay		33,000.00	33,000.00	29,962.00	159,767.69	178,540.00	272,910.00	0.00	0.00	1,040,214.00	12,024.60	76,114.00
Beginning Cash		50,116.51	206,020.60	303,673.02	521,868.29	674,056.97	993,888.54	655,628.82	818,433.19	979,528.00	102,850.00	346,054.32
Planned Budgeted Yearly Contrib.		175,000.00	107,000.00	0.00	160,000.00	160,000.00	0.00	160,000.00	160,000.00	160,000.00	130,000.00	160,000.00
Funds From Sale of Vehicles		3,600.00	8,100.00	18,325.00	0.00	14,600.00	16,451.00	1,256.00	0.00	3,185.00	125,000.00	1,500.00
Disbursements		25,432.00	18,167.00	29,962.00	154,703.12	16,539.94	355,964.83	0.00	0.00	1,040,214.00	12,024.60	76,114.00
Add'l. Unbudgeted Contributions				228,938.00	145,501.12	160,000.00	0.00					
Interest on CD's (see note 1)		2,736.09	719.42	894.27	1,390.68	1,771.51	1,560.11	\$1,548.37	\$1,095.00	\$351.00	\$228.92	
Ending Cash		\$206,020.60	\$303,673.02	\$521,868.29	\$674,056.97	\$993,888.54	\$655,934.82	\$818,433.19	\$979,528.00	\$102,850.00	\$346,054.32	\$431,440.32

**VILLAGE FIRE DEPARTMENT
2020/2021 BOARD OF COMMISSIONERS
REVISED 6/5/2019**

COMMISSIONERS

Piney Point	Mr. Zebulun Nash, Chair
Spring Valley	Council Member Mr. Allen Carpenter, Vice Chair
Hunters Creek	Council Member Mr. Jay Carlton, Treasurer
Hilshire	Council Member Mr. Robert Bryne, Secretary
Hedwig	Mr. William Johnson, Member

ALTERNATES

Piney Point	Member Mr. Henry Kollenberg
Spring Valley	Mayor Tom Ramsey
Hunters Creek	Member Mr. Frank Doyle
Hilshire	Member Mr. Ray Leiker
Hedwig	Council Member, Mr. Henry Folloder
Attorney	Mr. J. Grady Randle

MUTUAL RELEASE AGREEMENT

This Mutual Release Agreement (“Agreement”) is entered this ____ day of ____, 2019, by and between The Village Fire Department, and individually, each of its member cities; the City of Hedwig Village, The City of Hilshire Village, The City of Hunters Creek Village, the City of Piney Point Village, and the City of Spring Valley Village, hereinafter collectively referred to as (“VFD”), and the City of Bunker Hill Village, hereinafter (“Bunker Hill”). VFD and Bunker Hill may hereinafter be collectively referred to as the (“Parties”).

WHEREAS, on December 20, 1978, the Cities of Bunker Hill Village, Hedwig Village, Hilshire Village, Hunter’s Creek Village, Piney Point Village, and Spring Valley, Texas entered into an Interlocal Cooperation Agreement (“ILA”) to form the Village Fire Department; and

WHEREAS, under the ILA, each member city must either approve or reject the proposed annual budget of the VFD by August 31st of each calendar year; and

WHEREAS, on June 21, 2018, Bunker Hill rejected the VFD 2019 annual budget, which had been approved by each of the remaining member cities; and

WHEREAS, under the ILA, Bunker Hill was required to approve the Village Fire Department’s 2019 annual budget by September 30, 2018 in order to remain a member city of the VFD; and

WHEREAS, the City of Bunker Hill Village failed to timely approve the Village Fire Department’s 2019 annual budget by September 30, 2018; and

WHEREAS, a dispute exists between Bunker Hill and VFD regarding whether Bunker Hill has withdrawn as a member city of the VFD; and

WHEREAS, all parties desire to settle all claims, counterclaims, potential claims and potential counterclaims between them related to or arising out of the dispute regarding Bunker Hill’s rejection of the VFD’s 2019 annual budget and subsequent withdrawal from the Village Fire

Department, prior to the date of this Agreement, in order to avoid the substantial expense of litigation.

NOW, THEREFORE, for and in consideration of the mutual releases, conditions, covenants, and promises contained herein, the receipt and sufficiency of which are hereby acknowledged and confessed, it is agreed that:

Section 1. The City of Bunker Hill Village, their successors, assigns, heirs, executors, administrators, and legal representatives hereby release, compromise and forever discharge the Village Fire Department, and individually, each of its member cities the City of Hedwig Village, the City of Hilshire Village, the City of Hunters Creek Village, the City of Piney Point Village, and the City of Spring Valley Village, individually and collectively, their agents, servants, employees, insurers, successors, assigns, heirs, executors, administrators, and legal representatives, from any and all claims, demands, damages, actions, or causes of action, asserted in connection with Bunker Hill's withdrawal from the Village Fire Department, or that could have been asserted for or because of any matter or things done, omitted, or suffered to be done by the Village Fire Department, prior to and including the date of this document. Bunker Hill further acknowledges that this release specifically includes, but is not limited to, any claims or potential claims under Article 13 of the Village Fire Department Interlocal Cooperation Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

Section 2. The Village Fire Department, and individually, each of its member cities; the City of Hedwig Village, The City of Hilshire Village, The City of Hunters Creek Village, the City of Piney Point Village, and the City of Spring Valley Village, hereinafter collectively referred to as ("VFD"), their successors, assigns, heirs, executors, administrators, and legal representatives hereby release, compromise and forever discharge Bunker Hill, individually and collectively, their agents, servants, employees, insurers, successors, assigns, heirs, executors, administrators, and

legal representatives, from any and all claims, demands, damages, actions, or causes of action, asserted in connection with Bunker Hill's withdrawal from the Village Fire Department. Notwithstanding any other provision herein, VFD does not however, release, compromise or discharge any claims, demands, damages, actions, or causes of action based on obligations or liabilities which accrued prior to the effective date of Bunker Hill's withdrawal from the VFD, including but not limited to Bunker Hill's proportionate share of the pension fund.

Section 3. The Parties hereto further warrant and represent:

- (a) that they have full right, power and authority to release all claims as provided herein; that they are the sole owners of such claims and have not assigned all or any portion of the claims herein released; and that they have by these presents fully and forever released such claims;
- (b) that execution of this Agreement has been authorized by each signatory and is a valid and binding obligation of each such signatory individual or company and enforceable in accordance with its terms; and
- (c) each signatory has taken or will take all Action necessary to authorize the performance of all obligations imposed upon him or it by this Agreement.

Section 4. It is understood and agreed that the terms hereof are contractual and not merely recitals.

Section 5. Release by any party to this Agreement is solely in settlement of disputed or anticipated claims.

Section 6. This Mutual Release constitutes the entire agreement between and among the parties hereto relating to the subject matter hereof and no oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement

constitutes the entire Agreement by and between the Parties and may be modified or amended only in writing signed by all Parties. This Agreement specifically supersedes all conversational discussions, representations or agreements by and between the Parties with respect to the resolution of the differences and disputes existing between the Parties regarding Bunker Hill's withdrawal from the VFD.

Section 7. If any of the provisions, terms or clauses of this Agreement are declared illegal, unenforceable or ineffective in a legal forum or by operation of law, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Agreement shall remain valid and binding upon the Parties.

Section 8. It is agreed that this Agreement is solely for the benefit of the Parties and shall not create any rights in any person not a party hereto, or in any way increase the rights of third persons or increase the obligations of any party hereto to any third person.

Section 9. Except as otherwise set forth in this Agreement, each of the Parties hereby represent and warrant: (1) that they have not previously assigned or transferred in any manner, or purported to have assigned or transferred in any manner, any of the rights, claims or interests released herein; and (2) that the person executing this Agreement on its behalf is duly authorized to do so, and that he or she is authorized to bind the Party to the terms set forth herein.

Section 10. It is understood and agreed that this Agreement and Mutual Release shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns.

Section 11. This Agreement and Mutual Release shall be construed, interpreted and implied, and any claim or controversy arising in respect thereto shall be determined in accordance with the laws of the United States and of the State of Texas. The laws of the State of Texas shall govern the validity, enforcement, and interpretation of this Agreement, without

giving effect to the principles of conflict of laws. The Parties further agree that any legal claims or disputes arising from this Agreement shall be brought in a court of competent jurisdiction in Harris County, Texas.

Section 12. Except as provided herein, Bunker Hill agrees to pay all attorney's fees and costs arising from this Agreement, as well as all related matters. Such attorney's fees and costs shall be paid by Bunker Hill to the VFD in the amount of \$90,000. Each of the Parties to this Agreement and their respective legal counsel have reviewed and approved this Agreement.

Section 13. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

VILLAGE FIRE DEPARTMENT:

By: _____
VILLAGE FIRE COMMISSION

Date: _____

BUNKER HILL VILLAGE:

By: _____
Mayor

Date: _____

ATTESTED:

City Secretary

HEDWIG VILLAGE:

By: _____
Mayor

Date: _____

ATTESTED:

City Secretary

HILSHIRE VILLAGE:

By: _____
Mayor

Date: _____

ATTESTED:

City Secretary

PINEY POINT VILLAGE:

By: _____
Mayor

Date: _____

ATTESTED:

City Secretary

SPRING VALLEY VILLAGE:

By: _____
Mayor

Date: _____

ATTESTED:

City Secretary

HUNTERS CREEK VILLAGE:

By: _____
Mayor

Date: _____

ATTESTED:

City Secretary

Exhibit A

Village Fire Department Interlocal Agreement

VILLAGE FIRE DEPARTMENT
INTERLOCAL COOPERATION AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This Interlocal Cooperation Agreement is entered into on the 20th day of December, 1978, by and between the City of Bunker Hill Village, Texas ("Bunker Hill"), the City of Hedwig Village, Texas ("Hedwig"), the City of Hilshire Village, Texas ("Hilshire"), the City of Hunters Creek Village, Texas ("Hunters Creek"), the City of Piney Point Village, Texas ("Piney Point"), and the City of Spring Valley, Texas ("Spring Valley"), all of which cities are hereinafter sometimes referred to as the "contracting cites."

ARTICLE 1.

RECITALS

1.01. For a number of years, each of the cities of Bunker Hill, Hedwig, Hilshire, Hunters Creek, Piney Point, and Spring Valley has contracted on an annual basis with the Spring Branch Fire Department, Incorporated, a non-profit corporation organized and existing under the laws of the State of Texas, for fire protection and emergency ambulance service for the property and inhabitants within its municipal boundaries. Each of said existing contracts with the Spring Branch Fire Department, Inc., expires on December 31, 1978. Such cities now wish to establish a common municipal fire department to provide fire protection and emergency ambulance service for the property and inhabitants of each such city from and after January 1, 1979.

1.02. In furtherance of the creation of such common municipal fire department, it is anticipated that the Spring Branch Fire Department, Inc., will be dissolved and, following the payment of any and all of its liabilities, the assets of such Department will be transferred to the respective contracting cities, each such city to receive that proportionate share of such assets equal to its proportionate contribution to the Spring Branch Fire Department, Inc., from 1973 through 1978, both inclusive. In turn, each contracting city will transfer its proportionate share to such assets to the common municipal fire department for the latter's use and benefit.

1.03. It is the desire of the contracting cities that such common municipal fire department shall be jointly owned and operated by such contracting cities; that it shall be known as the "VILLAGE FIRE DEPARTMENT"; and that it shall be created and established pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 513, page 1971, Acts of the 62nd Legislature of the State of Texas, 1971, Regular Session, as amended, compiled as Article 4413 (32c), Vernon's Texas Civil Statutes.

1.04. To supervise and administer the provisions of this agreement and the affairs of such VILLAGE FIRE DEPARTMENT, it is the desire of the contracting cities to create a Board of Commissioners of the VILLAGE FIRE DEPARTMENT, hereinafter sometimes referred to as the "Board of Commissioners"

1.05. The contracting cities intend to, and do hereby, agree that the VILLAGE FIRE DEPARTMENT and its Board of Commissioners shall enjoy the privileges and immunities of a municipal fire department under the laws of the State of Texas and the United States of America.

1.06. Bunker Hill, Hedwig, Hilshire, Hunters Creek, Piney Point, and Spring Valley wish to contract with each other to create the VILLAGE FIRE DEPARTMENT, such department to furnish fire protection and emergency ambulance service to each of the contracting cities, subject to the supervision and administration of its Board of Commissioners.

1.07. In consideration of the foregoing and of the mutual benefits to be derived hereunder, the contracting cities, and each of them, do hereby agree, covenant, and bind themselves to the terms and provisions of this agreement.

ARTICLE 2.

TERM

Subject to the rights of termination set forth in ARTICLES 13 and 14 hereof, the term of this agreement shall be for a period of twelve years, beginning January 1, 1979, and terminating on December 31, 1990, and shall be automatically renewed for additional periods of five years each on its anniversary-termination date, unless written notice of termination or dissolution is received from one or more of the contracting cities at least four months (by September 1) prior to the expiration date of this agreement. (Amend 2 7/1985)

ARTICLE 3.

VILLAGE FIRE DEPARTMENT

3.01. The contracting cities, each and all, do hereby create, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, the VILLAGE FIRE DEPARTMENT, which shall be jointly owned and operated by the contracting cities, for the furnishing of fire prevention, protection, suppression, investigation and emergency ambulance service to the contracting cities and to the property and inhabitants therein and thereof. (Amend #4 3/9/2000)

3.02. The VILLAGE FIRE DEPARTMENT shall provide personnel to prevent, investigate, and suppress fire and to furnish emergency ambulance service to all of the contracting cities. All such personnel shall be commissioned as firefighters, and arson investigators shall be commissioned as peace officers, by each of the contracting cities. (Amend #4 3/9/2000)

ARTICLE 4.

BOARD OF COMMISSIONERS

4.01. The affairs of the VILLAGE FIRE DEPARTMENT shall be administered by a Board of Commissioners. The Board of Commissioners shall consist of one commissioner from each of the contracting cities. Each of the contracting cities shall name its representative to such Board of Commissioners by formal resolution or ordinance of the governing body of such city. The commissioner thus named by any contracting city may be changed at will by formal resolution or ordinance of the governing body of such contracting city. In the event of such change of commissioners, the contracting city making such change shall immediately give notice thereof by furnishing a certified copy of such resolution or ordinance effecting such change to all other contracting cities. Notice shall be given in the manner provided for in ARTICLE 9 of this agreement.

4.02. In addition to its commissioner, each contracting city shall name one alternate commissioner, who shall serve in the event of the absence of the commissioner of such city.

Such alternate commissioner shall be named, and may be changed, in the same manner and with the same notice as a commissioner.

ARTICLE 5.

POWERS AND RESPONSIBILITIES OF BOARD OF COMMISSIONERS

5.01. The Board of Commissioners is specifically empowered to:

- a. Adopt by-laws and rules of procedure for the orderly execution of its duties.
- b. Prepare and submit an annual budget for the VILLAGE FIRE DEPARTMENT, on a calendar year basis, to each contracting city on or before June 30 of the year next preceding for the year for which the budget is proposed.
- c. Collect the funds paid by each of the contracting cities for the providing of fire protection and emergency ambulance service as contracted for herein and pursuant to the formula for payment set forth herein.
- d. Disburse the collected funds for the purposes and to the extent authorized in the budget approved by the contracting cities to procure and provide those services contemplated by this Agreement. Any intra-budget transfer of funds, regardless of amount, from a budgeted reserve for major capital items, and any intra-budget transfer of other funds or combination or accumulation of intra-budget transfers of such other funds in excess of \$10,000.00 **must first be approved by the favorable vote of the governing bodies of contracting cities representing at least seventy percent (70%) of the total fiscal voting strength of all such contracting cities in the Village Fire Department, as such fiscal voting strength is defined and determined by Sections 5.02 and 6.02 of this Agreement. All non-budgeted expenditures, regardless of amount, must first be approved by the governing body of each of the contracting cities. It is specifically provided, however, that the expenditure of funds from a budget contingency account would not constitute a non-budgeted expenditure. (Amend #1 4/1/1983)**

Funds budgeted as a reserve for major capital items shall be shown in the budget under an account entitled "Reserve For Major Capital Items". Such funds shall be invested **by the Board of Commissioners** in short term certificates of deposit or other interest bearing accounts. The

interest earned on such funds shall be credited to and become a part of the budgeted account "Reserve For Major Capital Items". **(Amend #1 4/1/1983)**

For the purpose of this agreement, the term "major capital items" shall mean fire fighting or emergency ambulance vehicles or apparatus having a value in excess of \$10,000.00. The funds budgeted to the account "Reserve For Major Capital Items", and all earnings thereon, may be expended only for major capital items, unless their expenditure for some other purpose, **which must relate to the affairs of the Village Fire Department**, is first approved by the governing bodies of contracting cities **representing at least seventy percent (70%) of the total fiscal voting strength of all such contracting cities in the Village Fire Department, as such fiscal voting strength is defined and determined by Sections 5.02 and 6.02 of this Agreement.** **(Amend #1 4/1/1983)**

In its submittal of each proposed budget, the Board of Commissioners shall indicate to the contracting cities its estimate of the amount of funds, budgeted and earned, which will be in the account "Reserve For Capital Items" **account** at the end of the then current fiscal year, and may request that such amount, together with such additional amount as the Board of Commissioners may deem appropriate, but budgeted under such account for the **next** succeeding year. **(Amend #1 4/1/1983)**

e. Prepare monthly statements of accounts, income received, and expenses paid during said month and cumulatively during the current calendar year. Copies of all such statements shall be delivered to each of the contracting cities each month.

f. Prepare a table of organization of the VILLAGE FIRE DEPARTMENT designed to provide for the orderly operation of the VILLAGE FIRE DEPARTMENT and the furnishing of the services described herein.

g. Prescribe the policies to be followed by the Chief of the VILLAGE FIRE DEPARTMENT in the use of department resources and the furnishing of the services described in the agreement.

h. Purchase, receive, lease, or otherwise acquire any and all personal property necessary to the performance of the fire and ambulance services described herein and prescribe standards of accountability, preservation, and use of such personal property.

i. Maintain accounting records in accordance with generally accepted accounting principles. Such records of account shall be kept at the office of the VILLAGE FIRE DEPARTMENT and shall be made available at all reasonable times for inspection by any duly authorized representative of any of the contracting cities.

j. To the extent permitted by law, enter into such contracts, within the limits of the applicable approved budget, and exercise all powers appropriate or necessary to effectuate any or all of the purposes and powers set forth herein.

k. To employ, assign, reassign, promote, demote, discipline and discharge any and all officers and employees of the Village Fire Department, all of whom shall serve and hold their offices or employment at the pleasure of the Board of Commissioners. It is specifically provided, however, that said Board of Commissioners may by resolution duly adopted delegate to the Fire Chief of said Department any or all of the following authority: to employ, assign, reassign, promote, demote, discipline, or discharge all or specified personnel within the Department. (Amend #1 4/1/1983)

l. Establish, impose, and collect reasonable charges for emergency medical services provided by the VILLAGE FIRE DEPARTMENT. (Amend #3 12/1/1995)

5.02. The Board of Commissioners shall hold at least ten meetings a year. A majority of the members of the Board shall constitute a quorum for the transaction of business. Any and all actions of the Board of Commissioners, other than actions relating to the expenditure of funds for major capital items, as that term is defined in ARTICLE 5, Section 5.01d hereof, and to the approval of a proposed budget, may be approved by a favorable vote of a majority of the members present. Any and all actions relating to the expenditures or disbursement of funds for major capital items and to the approval of a proposed budget must be approved by the favorable vote of a majority of the fiscal voting strength of the entire Board. Such fiscal voting strength shall be computed as follows:

The representative (Commissioner) of each contracting city shall have a vote equal in strength to such city's proportionate share or interest in the VILLAGE FIRE DEPARTMENT, as such proportionate share or interest is established under the provisions of ARTICLE 6 of this Agreement.

5.03. A member of the Board of Commissioners shall be designated as Chairman and another member designated as Vice Chairman. The positions of Chairman and Vice Chairman shall change on May 1 of each calendar year to insure that such positions will be rotated among the representatives of the contracting cities. From January 1, 1979, through April 30, 1979, the commissioner from Spring Valley shall be Chairman and the commissioner from Hunters Creek shall be Vice Chairman. From May 1, 1979, through April 30, 1980, the commissioner from Hunters Creek shall be Chairman and the commissioner from Hilshire shall be Vice Chairman. From May 1, 1980, through April 30, 1981, the commissioner from Hilshire shall be Chairman and the commissioner from Hedwig shall be Vice Chairman. The complete order of rotation of such positions by city shall be Hunters Creek, Hilshire, Hedwig, Bunker Hill, Piney Point, and Spring Valley. The authorities and duties of the Chairman and Vice Chairman shall be the same as the authorities and duties of the other commissioners, except that the Chairman shall call and preside at all meetings of the Board of Commissioners. The Vice Chairman shall call and preside at meetings in the absence of the Chairman. Meetings of the Board of Commissioners may also be called by a majority of the members of the Board. Notice of all meetings shall be given within the time and the manner required by law.

ARTICLE 6

APPROVAL AND FUNDING OF BUDGET

6.01. The proposed annual budget submitted to the contracting cities by June 30 of each year shall be either approved or rejected by each of the contracting cities on or before August 31 of such year. The failure of the governing body of a contracting city to reject such proposed budget by such date (August 31) shall constitute approval of such proposed budget by such city. If such proposed budget is timely rejected by a contracting city, notice of such rejection must be given by such rejecting city to all other contracting cities within three days of such rejection and the reasons for such rejection must be delivered to all other contracting cities within seven days of such rejection. The failure on the part of the rejecting city to give such notice or to perfect such delivery within the time specified shall constitute approval of such proposed annual budget by such city.

6.02. The provisions of this Section shall apply to the annual budget of the Village Fire Department of 1985 and all subsequent years. If the proposed annual budget is timely approved by at least a majority in number of the contracting cities, it shall constitute the official budget of the Village Fire Department for the ensuing calendar year. In such event, any contracting city which has rejected such budget shall have until September 30 of the year in which approval or rejection of such proposed budget is considered to approve the budget thus approved and continue as a participating city in the Village Fire Department. Failure of any such city to approve such budget by such date shall constitute notice of termination of this agreement by such city. In that event, and notwithstanding any other provision of the agreement, such city, or cities, may elect either (1) to remain in and receive the services of the Village Fire Department during the ensuing calendar year or (2) to withdraw from such Department as of December 31 of the then current calendar year. Notice in writing of such election must be given by such city or cities to the Board of Commissioners of the Village Fire Department and to the governing bodies of all other contracting cities on or before October 15 of such year. Failure to give such notice shall constitute an election to withdraw from the Department as of December 31 of the then current calendar year. (Amend #2 7/1985)

If any such city elects to remain in and receive the services of the Department during the ensuing calendar year, such city shall be obligated to, and by such election agrees to, pay its proportionate share of the annual budget of the Department for such ensuing year. The standards and procedures concerning the distribution of assets set forth in Article 13 of the Agreement shall govern and such distribution shall be made to the withdrawing city on or before the last day of such ensuing calendar year. (Amend #2 7/1985)

If any such city elects to withdraw from the Department as of December 31 of the year in which such proposed budget is considered and approved, the standards and procedures concerning the distribution of assets set forth in Article 13 hereof shall govern and such distribution shall be made to the withdrawing city on or before July 1 of the ensuing calendar year, or as soon thereafter as practical. (Amend #2 7/1985)

The withdrawal of a contracting city from the Village Fire Department under the provisions of this Article shall not relieve such city of any obligation or liability of the Department and its member cities which may have accrued prior to the effective date of such city's withdrawal. (Amend #2 7/1985)

6.03. Each of the contracting cities agree to provide funds for its proportionate share of each annual budget, as such budget is approved by the contracting cities for the Village Fire Department beginning with the calendar year 1985 and all subsequent years embraced within the term of this Agreement. The proportionate share of the various contracting cities shall be as follows:

Bunker Hill Village	19.00%
Hedwig Village	18.50%
Hilshire Village	3.00%
Hunters Creek Village	22.25%
Piney Point Village	21.00%
Spring Valley	16.25%

(Amend #2 7/1985)

6.04. On or before January 10 of each calendar year, each contracting city shall pay to the Village Fire Department three twenty-fourths of such city's share of the Department's budget for such year. Thereafter, on or before the 10th day of the months of February through November, each contracting city shall make monthly payments to the Department of one-twelfth of such city's share of the Department's current annual budget; and, on or before December 10 of such year, each contracting city shall make a payment to the Department of one twenty-fourth of such city's share of the Department's current annual budget. (Amend #2 7/1985)

ARTICLE 7.

USE OF LAND AND IMPROVEMENTS

7.01. Each of the contracting cities has acquired, or will acquire prior to January 1, 1979, an undivided interest in a leasehold estate in and to that certain tract of land situated in the City of Hedwig Village, Harris County, Texas, and more particularly described on Exhibit A attached hereto and made a part hereof for all purposes. It has been and it is hereby agreed that the contracting cities will share in the cost of a building, provided the initial cost thereof is first

approved by each of said cities, to be constructed on such tract of land at the earliest possible time and that such land and building may and shall be used and occupied exclusively by the VILLAGE FIRE DEPARMTNET for the duration of this agreement.

7.02. Each contracting city's interest in and to such leasehold estate and the building to be constructed thereon, and each such city's obligation with respect to the rental price of such land and the cost of constructing such building, shall be that percentage of such purchase price and cost of construction as the city's total assessed valuation of taxable property for municipal ad valorem tax purposes for the year 1978 bears to the total assessed valuation of taxable property for such purposes of all such contracting cities for the year 1978.

ARTICLE 8.

OWNERSHIP OF PERSONAL PROPERTY

To the extent permitted by law, the VILLAGE FIRE DEPARTMENT shall hold title to all equipment, vehicles, furniture, and supplies acquired and used by it. Such property shall be held in trust for the contracting cities.

ARTICLE 9.

NOTICE

Any notice required to be given by the terms of this agreement shall be given by registered or certified mail, return receipt requested, to the contracting cities at the following mailing addresses:

City of Bunker Hill Village
11977 Memorial Drive
Houston, Texas 77024

City of Hedwig Village
955 Piney Point Road
Houston, Texas 77024

City of Hilshire Village
8301 Westview
Houston, Texas 77055

City of Hunters Creek Village
1 Hunters Creek Place
Houston, Texas 77024

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

City of Spring Valley Village
1025 Campbell Road
Houston, Texas 77055

Notice may be given also by actual delivery of such notice to the Mayor or City Secretary of the city in the office of such contracting city during normal business hours on any day other than a Saturday, a Sunday, or an official state or national holiday. Notice of change of address shall be given in like manner.

ARTICLE 10.

SERVICE OR PROCESS AND CITATION

10.01. Upon receipt of service of process naming the VILLAGE FIRE DEPARTMENT, as the fire department for the contracting cities, the Board of Commissioners shall cause a complete copy of such process to be delivered promptly to each of the contracting cities.

10.02. The Board of Commissioners of the VILLAGE FIRE DEPARTMENT is not authorized to and shall not accept service of citation or other process for the contracting cities upon any matter, including, specifically, matters which are the subject of the agreement.

ARTICLE 11.

INSURANCE

For the protection of the officers and employees of the VILLAGE FIRE DEPARTMENT, its Board of Commissioners, the contracting cities, their respective mayors, aldermen, officers, and employees, the Board of Commissioners shall obtain written proposals for and, by such process, shall acquire and maintain in force throughout the term of this agreement the following minimum insurance coverage:

- a. Workmen's compensation insurance.

b. Fidelity and surety insurance covering theft, embezzlement, and other wrongful fraudulent taking, pledging, appropriation, or use of any funds or property of the VILLAGE FIRE DEPARTMENT.

c. Comprehensive liability insurance coverage, and contractual coverage where applicable, on all such personnel in the amounts of \$500,000.00/\$1,000,000.00. Each contracting city shall also be named on the face of the policy as an insured.

d. Public liability insurance coverage on all vehicles providing coverage of \$100,000.00 for one person, \$300,000.00 for one accident, \$100,000.00 property damage. Each contracting city shall also be named on the face of the policy as an insured.

e. Physical damage insurance coverage on all vehicles for their actual cash values, less such comprehensive and collision deductible amounts as the Board deems reasonable and prudent.

f. An umbrella insurance policy, in excess of the limits prescribed in c. and d. above, providing at least \$1,000,000.00 in additional coverage. Each contracting city shall also be named on the face of the policy as an insured.

ARTICLE 12.

CONTROL OF PERSONNEL AND EQUIPMENT

All fire department personnel shall be under the direction, control and supervision of the VILLAGE FIRE DEPARTMENT. All vehicles and equipment owned and operated, either or both, by the VILLAGE FIRE DEPARTMENT shall be used only for official departmental business.

ARTICLE 12A

NEPOTISM

No person shall be employed by the Village Fire Department who is related within the second degree by affinity or within the third degree by consanguinity to the Chief of the Department, to a member or an alternate member of the Board of Commissioners of the Department, or to a member of the governing body of any of the contracting cities. It is specifically provided, however, that the foregoing prohibition shall not apply to or affect

the continued employment of a person within the Department who was employed or appointed to his position with the Department at least two years prior to the employment, appointment, or election of the person within the prohibited degree of relationship to him.
(Amend #1 4/1/1983)

ARTICLE 13.

TERMINATION OR NON-RENEWAL

Notice of termination or non-renewal of this agreement by a contracting city must be delivered at least four months (by September 1) prior to an anniversary date of this agreement. Upon timely delivery of notice of termination or non-renewal from one or more, not exceeding five, contracting cities, each of the remaining contracting cities shall have the right to terminate or not renew such agreement, provided it delivers notice of such fact on or before November 1 next following such initial notice of termination or non-renewal. Should one or more, not exceeding five, contracting cities give timely notice of such termination or non-renewal, the following procedures will be followed and shall control:

a. To permit an orderly transfer of property and shift of fire fighting responsibility, this agreement, after notice of termination or non-renewal, shall remain in force and effect for one additional year, such additional year to commence on the first anniversary date next following delivery of such notice. No further notice of termination or non-renewal need be given.

b. On or before the time of termination, the remaining contracting city or cities shall purchase for cash the terminating or non-renewing city's proportionate share or interest, as heretofore defined, in the assets, other than the leasehold estate and permanent improvements situated thereon, of the VILLAGE FIRE DEPARTMENT. The then fair market value of such assets shall be used in determining the value of such proportionate share and such city's proportionate share shall be based on its average participating percentage during the years it was a participating city in the VILLAGE FIRE DEPARTMENT. In the event the contracting cities cannot agree on the then fair market value of such assets, such value shall be determined by three qualified appraisers. One such appraiser shall be selected by the terminating or non-renewing city or cities; one shall be selected by the remaining city or cities; and the third appraiser shall be

selected by the two appraisers first selected. Each such appraiser shall make an independent determination of the fair market value of such assets. The three appraisals or determinations shall be averaged and such average shall be the basis from which the value of each city's proportionate share shall be computed.

The fair market value of such assets shall be determined, by agreement of the cities or by the appraisal method, on or before July 1 of the year next following the year in which notice of termination or non-renewal is given. Cash consideration shall be tendered to the terminating or non-renewing city or cities prior to the final effective date of this agreement, as provided for in ARTICLE 13a hereof. Upon the tender of such sum, such terminating or non-renewing city or cities shall surrender, on or before such final effective date, possession or right of possession of such assets and execute the necessary papers to evidence receipt of such consideration and to sell and transfer its or their interest in such assets to the remaining contracting city or cities.

c. The following shall apply with respect to land or leasehold estate and permanent improvements used and occupied by the VILLAGE FIRE DEPARTMENT. On or before the time of termination, the remaining contracting city or cities shall purchase for cash the terminating or non-renewing city's or cities' interest in the leasehold estate, itself, described on Exhibit A attached hereto and made a part hereof, for the sum of \$10.00, and shall purchase for cash such terminating or non-renewing city's or cities' interest in the permanent improvements situated on such land, such interest to be the proportionate percentage contribution toward the cost of constructing such permanent improvements by such city or cities, at each such city's proportionate share of the then cost of reconstructing such improvements new, less an adjustment for their actual age and condition and remaining right of use under the lease of the land upon which the same are situated. In the event the contracting cities cannot agree on the value of such improvements based on their reconstruction cost new less the adjustments described above, such value, to be ascertained by such method, shall be determined by three accredited members of the American Institute of Real Estate Appraisers. One such appraiser shall be selected by the terminating or non-renewing city or cities; one shall be selected by the remaining city or cities; and the third appraiser shall be selected by the two appraisers first selected. Each such appraiser shall make an independent determination of the cost of reconstructing new such improvements, less an adjustment for their actual age and condition and remaining right of use under the lease of

the land upon which they are situated. The three appraisals or determinations shall be averaged and such average shall constitute the value from which each city's proportionate share or interest shall be computed. The value of such improvements shall be determined, by agreement of the cities or by the appraisal method, on or before July 1 of the year next following the year in which notice of termination or non-renewal is given. Cash consideration shall be tendered to the terminating or non-renewing city or cities prior to the final effective date of this agreement, as provided for in ARTICLE 13a hereof. Upon the tender of such sum, such terminating or non-renewing city or cities shall surrender, on or before such final effective date, possession of such land and improvements and execute the necessary papers to evidence receipt of such consideration and to convey or assign its interest in such land or leasehold estate and improvements to the remaining contracting city or cities.

d. Notwithstanding any provision of this ARTICLE 13, the contracting cities may mutually agree to any other suitable withdrawal, terminating, and distribution procedure.

ARTICLE 14.

DISSOLUTION

This agreement shall be terminated and the VILLAGE FIRE DEPARTMENT dissolved upon receipt of timely notice of termination or non-renewal as prescribed herein from all the contracting cities. Upon timely delivery of notice of termination or non-renewal from all such contracting municipalities, the following procedures will be followed and shall control:

a. To permit an orderly transfer of property and shift of fire fighting responsibility, this agreement, after notices of termination or non-renewal, shall remain in full force and effect for one additional year, such additional year to commence on the first anniversary date of this agreement next following delivery of such notice. No further notice of termination or non-renewal need be given.

b. The assets of the VILLAGE FIRE DEPARTMENT, other than interests in land and permanent improvements situated thereon, shall be sold for the best price possible and the proceeds of such sale shall be distributed among the then participating cities according to each such city's average participation percentage during the years it was a participating city in such Department.

c. The leasehold estate and the permanent improvements used and occupied by the VILLAGE FIRE DEPARTMENT shall, to the extent permissible under such lease, be assigned or sold for the best price possible and the proceeds of such assignment and sale, either or both, shall be distributed among the cities then having an interest in such leasehold estate and permanent improvements according to each such city's proportionate percentage contribution toward the cost of constructing and, if applicable, purchase of such permanent improvements.

d. It is specifically understood and agreed that any of said then participating cities shall have the right to purchase any or all of said assets, leasehold estate, and permanent improvements, provided such city pays consideration for such assets, leasehold estate, and permanent improvements, any or all, equal to or in excess of that consideration offered or bid by any other person or organization.

e. Notwithstanding any provision of this ARTICLE 14, the contracting cities may mutually agree to any suitable dissolution and distribution procedure.

ARTICLE 15.

REMOVAL OF HEDWIG

Notwithstanding any other provision of this agreement, in the event that Hedwig, without its consent, is removed as a contracting and participating party by the other contracting cities, other than for its failure to approve a proposed budget, its failure to timely pay its share of an approved budget, or its breach of this agreement, Hedwig shall have the right to require, within the time and subject to the terms and conditions hereafter set forth, such other contracting cities to cease any and all operations on and from the leased premises (as described on Exhibit A attached hereto) and the permanent improvements situated thereon, to transfer and assign their interests therein to Hedwig, and to surrender possession thereof to Hedwig.

Should Hedwig desire to assert its rights and assume its obligations hereunder, the following procedure, terms, and conditions will control:

Within ninety days after such removal, Hedwig must notify each of the remaining contracting cities that, because of such removal, it is invoking its rights and assuming its obligations under the provisions of ARTICLE 15 of this Interlocal Cooperation Agreement.

Within three years after the date of such notice in writing, the remaining contracting cities must cease any and all operations on or from such leased premises and permanent improvements, transfer and assign all of their right, title, and interest in and to the same to Hedwig, and surrender possession thereof to Hedwig, provided they are first compensated by Hedwig as follows:

Hedwig must pay to each of the remaining contracting cities an amount of money equal to the value of such remaining contracting city's proportionate interest in such leased premises and such permanent improvements, such values to be determined in the manner prescribed in ARTICLE 13 hereof, or an amount of money equal to such remaining contracting city's actual contribution toward the construction cost of such permanent improvements, which ever is greater.

Such payments by Hedwig must be made to such remaining contracting cities on or before 15 months from the date of such notice in writing or, if Hedwig prefers, as an alternative it may, within such 15 month period, escrow such funds with any duly chartered banking institution in Harris County, Texas.

Should Hedwig choose to make such payments to such remaining contracting cities, upon receipt of the same of each of such other cities shall deliver to Hedwig duly authorized and executed documents transferring and assigning to Hedwig all of such other city's right, title, and interest in and to such leased premises and permanent improvements. In addition, from the date of such payments until such remaining contracting cities cease any and all operations on and from such leased premises and permanent improvements and surrender possession thereof to Hedwig, which in no event shall exceed three years from the date of such notice in writing, said remaining contracting cities shall pay to Hedwig, monthly in advance, the fair rental value of such permanent improvements. If Hedwig and such remaining contracting cities cannot agree on such rental value, the same shall be determined by three accredited members of the American Institute of Real Estate Appraisers who shall be appointed and who shall arrive at a fair monthly rental value in a manner consistent with the procedure provided in ARTICLE 13 of this agreement.

Should Hedwig elect to escrow such funds rather than pay them to the remaining contracting cities, an appropriate escrow agreement shall be entered into by the parties and the

escrow agent. Such agreement shall provide that such funds shall be paid over to the remaining contracting cities according to their respective proportionate interests in such permanent improvements, which proportionate interests shall be set for in the escrow agreement, upon such cities certifying in writing to the escrow agent that they have ceased any and all operations on and from such leased premises and permanent improvements and that the date of such cessation occurred prior to three years after the date of Hedwig's notice in writing, and upon delivery by such cities to the escrow agent of duly authorized and executed documents transferring and assigning all of their respective right, title, and interests in and to such leased premises and permanent improvements to Hedwig. Such escrow agreement shall provide further that Hedwig shall be entitled to any and all interest earned by such funds while they are escrowed and shall be responsible for any charges of the escrow agent.

The foregoing notwithstanding, it is specifically understood and agreed that the aforementioned payments by Hedwig to the remaining contracting cities shall not be required if the term of the lease (under which such leased premises were leased by the Spring Branch Independent School District to the contracting cities) expires within the three year period immediately following the date of Hedwig's said notice in writing. In that event, upon termination of such lease, the remaining contracting cities shall cease any and all operations on or from such leased premises and permanent improvements; however, such remaining contracting cities shall retain any rights they may have under such lease to remove permanent improvements from the leased premises.

ARTICLE 16.

DAMAGES FOR BREACH

Maintaining uninterrupted fire prevention and suppression and emergency ambulance service in each contracting city is of paramount importance. Therefore, each contracting city agrees that the terms of this agreement will be deemed to be breached by a contracting city (1) upon a contracting city's failure to timely remit (within thirty days) its proportionate share of the budgeted funds, as provided for herein; or (2) upon the withdrawal of the contracting city from this agreement in a manner inconsistent or not in accordance with the terms hereof. A city breaching the terms of this agreement shall forfeit any claim it may have to any of the assets

other than real property (land, leasehold estate, and permanent improvements situated thereon) of the VILLAGE FIRE DEPARTMENT.

ARTICLE 16A

AMENDMENT OF AGREEMENT

This Interlocal Cooperation Agreement may be amended at any time by the written approval of the governing bodies of all of the contracting cities. (Amend #1 4/1/1983)

ARTICLE 17.

ENTIRE AGREEMENT

This instrument constitutes the sole and only agreement of the parties hereto with respect to the matters covered hereby and correctly sets for the rights, duties, and obligations of each to the others as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this agreement are of no force or effect.

ARTICLE 18.

PARTIAL INVALIDITY

If any term, provision, covenant, or conditions of this agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Village Fire Department Interlocal Cooperation Agreement Amendment #5

Pursuant to Article 16A. of the Village Fire Department Interlocal Cooperation Agreement, all contracting cities hereby approve the following amendment to Article 5 thereof:

Article 5.

“5.04. Notwithstanding any other article or provision herein, the Board of Commissioners is specifically granted the power to enter into a contract to provide fire and emergency medical services (“EMS”) to the City of Bunker Hill Village. Such contract for services shall require the unanimous approval of the Board of Commissioners.

(Amend #5 __/__/2019)”

This Amendment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Amendment agreement.

HEDWIG VILLAGE:

By: _____
Mayor

Date: _____

ATTESTED:

City Secretary

HILSHIRE VILLAGE:

By: _____
Mayor

Date: _____

ATTESTED:

City Secretary

PINEY POINT VILLAGE:

By: _____
Mayor

Date: _____

ATTESTED:

City Secretary

SPRING VALLEY VILLAGE:

By: _____
Mayor

Date: _____

ATTESTED:

City Secretary

HUNTERS CREEK VILLAGE:

By: _____
Mayor

Date: _____

ATTESTED:

City Secretary

Exhibit A

(2018/2019 Budget)

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF HARRIS §

**INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND EMERGENCY
SERVICES BETWEEN THE CITY OF BUNKER HILL VILLAGE, TEXAS AND
THE VILLAGE FIRE DEPARTMENT**

This Interlocal Agreement (the "Agreement") is made and entered into by and between the CITY OF BUNKER HILL VILLAGE, TEXAS (the "City" or "Bunker Hill"), a municipal corporation of the State of Texas, and VILLAGE FIRE DEPARTMENT ("VFD"), a Local Governmental Entity of the State of Texas. The City and the VFD are herein referred to collectively as "the Parties."

WHEREAS, on December 20, 1978, the Cities of Bunker Hill Village, Hedwig Village, Hilshire Village, Hunter's Creek Village, Piney Point Village, and Spring Valley Village, Texas entered into an Interlocal Cooperation Agreement (1978 Interlocal) to form the Village Fire Department; and

WHEREAS, Bunker Hill acknowledges that their prior actions constituted a unilateral withdrawal from the VFD, through no fault or liability of the VFD; and

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, Sections 791.003(3)(B), and 791.003(4)(A) allow local governments, including municipalities, to contract with one another to perform governmental functions and services, including fire protection; and

WHEREAS, Bunker Hill Village desires to contract with the Village Fire Department for the provision of certain fire protection and emergency services to the residences and businesses located within the incorporated area of Bunker Hill; and

WHEREAS, entry into this Agreement would be beneficial and not detrimental to the City; and

WHEREAS, entry into this Agreement would not be detrimental to the Village Fire Department.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements included in this Agreement, the Parties agree as follows:

**I.
PURPOSE**

Section 1.1 The purpose of this Agreement is to provide for certain fire protection and emergency services to the residences and businesses located within the corporate limits of Bunker Hill.

**II.
TERM**

Section 2.1 This Agreement shall be for a term of forty-eight (48) months beginning on January 1, 2020 through December 31, 2023 ("Agreement Term").

**III.
OBLIGATIONS OF THE VILLAGE FIRE DEPARTMENT**

Section 3.1 In consideration for payment, and other consideration to be provided to the VFD under the terms of this Agreement, the VFD will provide Fire and Emergency Services within the corporate limits of Bunker Hill ("Designated Area"), at the same level and in the same manner as Fire and Emergency Services are provided to the member cities of the VFD. For purposes of this Agreement, Fire and Emergency Services includes, but is not limited to, fire suppression, prevention of fire spread, hazardous materials control, fire marshalling, fire inspection services, rescue, and other emergency services to the public as necessary and as dispatched. Fire and Emergency Services also includes emergency medical services ("EMS").

Section 3.2 The VFD shall provide Fire and EMS Services to Bunker Hill on a 24-hour per day, 7-day per week basis. The VFD shall respond to a request for assistance to the Designated Area in the same manner, and at the same level as it responds to a request for assistance by any member city of the VFD.

**IV.
OBLIGATIONS OF BUNKER HILL VILLAGE**

Section 4.1 Bunker Hill shall pay to the VFD the Contract Price as defined herein. The Contract Price shall be an amount equal to 19% of the VFD's Annual Budget as amended each year during the Agreement term. The Annual Budget is defined as the budget submitted to the member cities of the VFD and approved by most of the member cities for a particular year and any amendments. The Contract Price for Fiscal Year 2018/2019 is attached hereto as Exhibit A. The Contract Price shall be adjusted annually as necessary to reflect the Annual Budget and any amendments, and any adjustment to the Contract Price shall be set forth in an amended Exhibit A.

Section 4.2 On or before January 10 of each calendar year during the Agreement Term, Bunker Hill shall pay to the VFD three twenty-fourths of the Contract Price. Thereafter, on or before the 10th day of the months of February through

November, Bunker Hill shall make monthly payments to the VFD of one-twelfth of the Contract Price. On or before December 10 of each year during the Agreement Term, Bunker Hill shall make a payment to the VFD of one twenty-fourth of the Contract Price.

Section 4.3 The VFD shall provide an accounting of costs for each year after final audited financial statements for that year are completed. The VFD may credit Bunker Hill, based on the amount Bunker Hill paid to the VFD as part of the Annual Budget, for any surplus funds remaining in the general fund of the adopted Annual Budget applicable to this Agreement at the conclusion of each closed fiscal year, if a credit is applied to the member cities of the VFD. Bunker Hill shall pay the VFD, Bunker Hill's proportionate share, in an amount equal to 19% of the total for funds and expenditures which are approved by the VFD, in excess of the adopted Annual Budget applicable to this Agreement at the conclusion of each closed fiscal year for such excess.

Section 4.4 Bunker Hill acknowledges that the VFD may invest in capital infrastructure, staffing or equipment. The VFD acknowledges that Bunker Hill may invest in additional capital infrastructure, staffing or equipment to serve only Bunker Hill. Notwithstanding any fire or EMS station created by Bunker Hill, the Parties agree that the VFD will continue to provide Fire and Emergency Services to Bunker Hill during the Agreement Term. Bunker Hill releases any claims to any assets of the VFD.

Section 4.5 Bunker Hill acknowledges that during the Agreement Term, Bunker Hill is a customer of the VFD. During the Agreement Term, Bunker Hill will not be a member of the VFD and will have no voting rights. Bunker Hill shall, however, remain responsible for any obligation or liability of the VFD which accrues during the Agreement Term, including but not limited to, a proportionate share of the VFD pension fund. If Bunker Hill is admitted to membership before the end of the term of this agreement, Bunker Hill agrees that it shall not serve as the Chairman or Vice Chairman of the Village Fire Commission.

Section 4.6 Bunker Hill shall pay its proportionate share of the VFD pension liability in an amount equal to 19% of the current Village Fire Department pension liability as of December 31st of each year from the latest report entitled Texas Municipal Retirement System Actuarial Valuation of Participating Municipalities. Payment shall be made to the VFD and such pension liability shall be held in an interest-bearing escrow account by the VFD. Such pension liability payments will be paid in three (3) equal annual installments to be paid annually by Bunker Hill to the VFD on January 1, 2020, January 1, 2021 and January 1, 2022, respectively which shall be refunded with interest to Bunker Hill once they are admitted to full membership. Failure of Bunker Hill to make the payments here under shall be considered a material breach.

Section 4.7 In addition to the pension liability in Section 4.6, Bunker Hill shall pay its proportionate share in an amount equal to 19% of any increase to the current VFD pension liability from the preceding year. Bunker Hill will be responsible for paying 19% of such sum to the VFD to be held in escrow on January 1, 2020. To the extent that

any pension liability for the Fiscal Year 2019/2020 exceeds the audited pension liability for Fiscal Year 2018/2019, Bunker Hill will be responsible for paying 19% of such sum to the VFD on January 1, 2021. To the extent that any pension liability for the Fiscal Year 2020/2021 exceeds the audited pension liability for Fiscal Year 2019/2020, Bunker Hill will be responsible for paying 19% of such sum to the VFD on January 1, 2022. Payment of any such increased pension liability funds must be made to the VFD and such pension liability shall be held in escrow. For purposes of this Agreement, pension liability means any other past employment benefits ("OPEB"), as well as any non-OPEB benefits, including but not limited to Texas Municipal Retirement System benefits.

Section 4.8 Bunker Hill may not operate EMS services within the corporate limits of Bunker Hill, or any other service already provided by the VFD without prior written permission of the VFD. Violation of this provision is a material breach of this Agreement.

Section 4.9 Upon completion of the Agreement Term, or upon the termination of this Agreement, Bunker Hill shall not be relieved of any obligation or liability of the VFD which may have accrued prior to the termination of the Agreement. This provision specifically includes, but is not limited to, any and all pension liabilities which accrue during the Agreement Term.

V. EQUIPMENT AND PERSONNEL

Section 5.1 The VFD agrees to provide the personnel necessary to administer the Fire and Emergency Services under this Agreement. The VFD shall remain responsible for the payment of all salaries, benefits, insurance or other funds necessary for the personnel who provide Fire and Emergency Services under this Agreement, as well as the certification, licensing, or other actions required by any governmental or regulatory authority, specifically including but not limited to the Texas Commission on Fire Protection, for the Fire and Emergency Services provided under this Agreement.

Section 5.2 The VFD agrees to provide the equipment, including firefighting equipment necessary to accomplish the Fire and Emergency Services required under this Agreement.

Section 5.3 The Parties expressly acknowledge and agree that: 1) Bunker Hill has no power to control or supervise the manner and means chosen by the VFD to carry out the Fire and Emergency Services specified in this Agreement; and 2) that Bunker Hill shall not accrue or acquire any equity or ownership interest in any equipment, assets or personnel provided by the VFD under this Agreement.

VI. REPORTS

Section 6.1 The VFD will provide written reports to Bunker Hill concerning the

Fire and Emergency Services provided within the Designated Area at least quarterly. The VFD will provide other information related to this Agreement as reasonably requested by Bunker Hill.

VII. OPTION PERIOD

Section 7.1 Following the Agreement Term, Bunker Hill may become a participating member of VFD, under the 1978 Interlocal, as amended from time to time now or in the future provided that Bunker Hill is in good standing under this Agreement and gives written notice of its intent to exercise this option to become a member of the VFD. Such notice must be provided to the VFD on or before May 1, 2022.

Section 7.2 Notwithstanding any other provision herein, should Bunker Hill fail to provide notice of its intent to exercise the option to become a member of the VFD by May 1, 2022, Bunker Hill must pay the greater of 1) the Contract Price; or 2) the prevailing market rate, as determined by the VFD, for similar privately contracted services in Harris County, Texas for the remainder of the Agreement Term.

VIII. LIABILITY

Section 8.1 Pursuant to Texas Government Code Section 791.006, the Parties agree, that Bunker Hill assumes all responsibility for any civil liability that arises from all services furnished or obtained under this Agreement. Nothing in this section is intended to add to or change the liability limits and immunities for the Parties provided by the Texas Tort Claims Act, or other law.

Section 8.2 The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

IX. TERMINATION

Section 9.1 Termination for Cause. In the event that Bunker Hill fails to pay any obligations under this agreement, or otherwise materially breaches this agreement the VFD has the right to terminate this Agreement for cause after giving Bunker Hill written notice of such default and Bunker Hill fails to cure such default to the satisfaction of the VFD within ninety (90) business days of receipt of such notice, or a greater time if permitted in writing by the VFD. The allegation of default shall not relieve either Party from its respective obligations under this Agreement until this Agreement is actually terminated.

Section 9.2 Termination of this Agreement shall not relieve Bunker Hill of its

obligation to pay for Fire and Emergency Services which were provided prior to termination, on a pro-rated basis through the date of termination or the end of the budget year of the VFD, whichever is longer, nor shall such termination relieve Bunker Hill of its obligation to pay for its proportionate share, in an amount equal to 19% of any VFD pension liability.

Section 9.3 Termination of this Agreement shall extinguish all other rights, duties, and obligations of the VFD under this Agreement, except as otherwise provided herein or in a written termination agreement.

X.
NOTICE

Section 10.1 All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when personally delivered or mailed and emailed as follows:

For VFD: Fire Chief
 Village Fire Department
 901 Corbindale Rd.
 Houston, Texas 77024
 Foster@villagefire.org

and

Randle Law Office
Grady Randle
820 Gessner Rd. Ste. 1570
Houston, Texas 77024
grady@jgradyrandlepc.com

For Bunker Hill:

City of Bunker Hill Village
11977 Memorial Drive
Houston, Texas 77024
[email]

XI.
MUTUAL AID

Section 11.1 The VFD shall retain the right to seek aid from other emergency service providers for emergencies within Bunker Hill's boundaries in accordance with other mutual aid interlocal agreements. The parties also agree that the VFD may render aid to other fire departments outside Bunker Hill's boundaries.

XII.
AMBULANCE REVENUES

Section 12.1 Bunker Hill acknowledges that it is not entitled to any return of departmental ambulance revenues received by the VFD.

XIII.
DISPUTE RESOLUTION

Section 13.1 If a dispute arises under this Agreement that the Parties are unable to resolve by agreement, the Parties agree to refer the dispute to non-binding mediation prior to filing a lawsuit.

XIV.
MISCELLANEOUS PROVISIONS

Section 14.1 No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party to this Agreement, and no such person or entity shall have any cause of action under this Agreement.

Section 14.2 No term or provision in this Agreement is intended, nor shall be construed, to create a partnership, joint venture, or agency arrangement between any of the Parties.

Section 14.3 Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing aid pursuant to this Agreement shall do so with funds available from current revenues of the Party.

Section 14.4 No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained within this Agreement.

Section 14.5 This Agreement may not be modified or amended except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

Section 14.6 The Parties agree that this Agreement, and all disputes arising under this Agreement, shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Harris County, Texas.

Section 14.7 Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation herein shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

Section 14.8 This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained in this Agreement.

Section 14.9 This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

Section 14.10 Neither Party may assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other Party.

Section 14.11 The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation, and such obligations may be terminated at the end of a Party's fiscal year if the governing body of such Party does not appropriate sufficient funds to continue the services provided under this Agreement. All funds to paid hereunder by either party shall be from current funds only.

Section 14.12 A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

Section 14.13 The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section of this Agreement.

Section 14.14 The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement which shall be and continue in full force and effect.

Section 14.15 The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

Section 14.16 This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

XV. ACKNOWLEDGMENTS

Section 15.1 By entering into this agreement, Bunker Hill acknowledges that they are not an acting member of the VFD. Bunker Hill further acknowledges that their actions on September 28, 2018 constituted a unilateral withdrawal from the VFD, through no fault or liability of the VFD.

Section 15.2 The parties specifically acknowledge and agree that Bunker Hill has no voting or operating control over the VFD, and nothing herein shall be interpreted to the contrary.

Section 15.3 The Parties agree that budget expenditures in past years are no indication of future VFD Annual Budgets. The VFD may increase or decrease the Annual Budget from year to year as provided in the Village Fire Department Interlocal Agreement as amended. The VFD may specifically include any future infrastructure expenses or improvements in the Annual Budget and may adopt or amend operating funds as determined by the VFD Commissioners.

Section 15.4 The parties specifically acknowledge and agree that the VFD or its member cities may form an Emergency Services District at any time during the Agreement Term, without the consent of Bunker Hill. The parties further acknowledge that this agreement shall not bind any Emergency Services District to the terms of this agreement.

Section 15.5 This Agreement shall become effective upon the date on which it is executed by the latter of the Parties. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

[Signatures on following pages]

Approved by the City Council, City of Bunker Hill Village, Texas, in its meeting held on the _____ day of _____ 2019 and executed by its authorized representative.

CITY OF BUNKER HILL VILLAGE

By: _____
Mayor

ATTEST:

By: _____
City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

Approved by the Village Fire Commission in its meeting held on the
_____ day of _____ 2019 and executed by its authorized representative.

VILLAGE FIRE DEPARTMENT

By: _____

ATTEST:

By: _____


APPROVED AS TO FORM:

By: _____
Grady Randle, Attorney for Village Fire
Department

MEMORANDUM

CITY OF PINEY POINT VILLAGE

TO: The Honorable Mayor and Members of the City Council

FROM: Roger Nelson, City Administrator 

MEETING DATE: August 26, 2019

SUBJECT: Establishing a Proposed 2019 Property Tax Rate, a 2020 Proposed Annual Operating Budget and setting the dates for the Tax Rate and Budget Public Hearings and the Proposed Adoption of both items

Agenda Item 3

This agenda item calls for Council consideration of budget related items:

- 1) Establish a proposed property tax rate for 2019. The current rate is \$0.25514 per \$100 of value. The rate has remained at this level since the 2013 tax year. Based on the estimate from Spring Branch ISD, the proposed rate will generate \$7,141,171 in revenues.
- 2) Schedule two public hearings for the tax rate and the budget. The first public hearing is September 16th at Ecclesia at 6:30 p.m. The second public hearing is September 19th at 5:30 p.m. at Ecclesia.
- 3) Schedule the date and location for the City Council's final step in the process, which is approval of the tax rate and the budget. These items will be part of the September 24th City Council Meeting. The September 23rd Council Meeting will be held at 6:30 p.m. at Memorial Drive Elementary School.

MEMORANDUM

CITY OF PINEY POINT VILLAGE

TO: The Honorable Mayor and Members of the City Council

FROM: Roger Nelson, City Administrator



MEETING DATE: August 26, 2019

SUBJECT: Pothole at North Piney Point Road and Greenbay


Agenda Item: 4

This agenda item calls for the City Council to consider and discuss options for the repair of the pot hole at North Piney Point and Greenbay.

MEMORANDUM

CITY OF PINEY POINT VILLAGE

TO: The Honorable Mayor and Members of the City Council

FROM: Roger Nelson, City Administrator 

MEETING DATE: August 26, 2019

SUBJECT: Consideration of Setting October 12, 2019 as Arbor Day and Approval of Funding for Event

Agenda Item: 5

This agenda item calls for the City Council to consider approving Saturday, October 12, 2019 as Arbor Day in Piney Point Village and approving a budget for the event. The initial estimated cost is \$650 for 50 five-gallon trees that will be given away at the event. There is also a \$50 fee for the delivery of the trees. Funds are available in the City's Budget under Community Celebrations.


The event will be held at Ecclesia Church from 10 a.m. to Noon.

The City Forester, Cary Moran, will be in attendance at the meeting to discuss this item with the City Council.

MEMORANDUM

CITY OF PINEY POINT VILLAGE

TO: The Honorable Mayor and Members of the City Council

FROM: Roger Nelson, City Administrator 

MEETING DATE: August 26, 2019

SUBJECT: Traffic Signal Alteration Requests

Agenda Item: 6

This agenda item calls for the City Council to consider three requests for signal alterations.

1. Consideration of installing a left turn permitted on flashing yellow light at the intersection of Blalock/Memorial/South Piney Point. This was a Council discussion item during the July 22nd meeting.
2. Consideration of replacing existing green right arrow with a full green light fixture at the intersection of San Felipe and Stillforest. This item was requested by a Stillforest resident in order to reduce the amount of turning into Stillforest.
3. Consideration of installing a left turn permitted on flashing yellow light at the intersection of Farnham Park and San Felipe. This item was requested by a Farnham Park resident that indicated that residents routinely wait to turn left when there are no vehicles travelling from the west on San Felipe.

I have requested cost estimates from Southwest Signal for the proposed items and they have indicated that the estimates will be available Monday, August 26th.

MEMORANDUM

CITY OF PINEY POINT VILLAGE

TO: Members of the City Council

FROM: Mark Kobelan, Mayor

MEETING DATE: August 26, 2019

SUBJECT: Mayor's Report

MEMORANDUM

CITY OF PINEY POINT VILLAGE

TO: The Honorable Mayor and Members of the City Council

FROM: Roger Nelson, City Administrator

MEETING DATE: August 26, 2019

SUBJECT: City Administrator's Report

A handwritten signature in black ink, appearing to be 'RN', is written over the end of the subject line.

Agenda Item: 8

- July 2019 Financials

BALANCE SHEET

AS OF: JULY 31ST, 2019

10 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
10-1100	Claim on Cash	892,416.97
10-1101	Cash- GF Texpool	380,050.39
10-1105	Cash with Amegy	0.00
10-1108	Cash with Agent	877,487.77
10-1120	Cash-Texas Class	6,809,693.41
10-1200	Accounts Receivable	0.00
10-1201	Sales Tax Receivable	16,820.98
10-1202	FEMA Reimbursement Receivable	0.00
10-1203	Property Tax receivable-PY	159,705.80
10-1204	Property Tax Receivable-CY	2,903,198.72
10-1205	Other Receivables	81,728.99
10-1209	A/R Willet	2,813.36
10-1301	Accrued Interest	0.00
10-1400	Prepaid Expenses	0.00
10-1507	Due from Debt Service Fund	0.00
10-1508	Due from Capital Projects Fund	0.00
10-1509	Due from Non-Major Fund	0.00
10-1510	Due from Metro Fund	0.00
10-1550	Due from Other Governments	8,353.83
10-1802	Street and Drainage System	0.00
		<u>12,132,270.22</u>
TOTAL ASSETS		12,132,270.22
=====		
LIABILITIES		
=====		
10-2001	Accounts Payable	2,427.84
10-2002	Other Accrued Liabilities	0.00
10-2005	Misc Payables	0.00
10-2051	Payroll Tax Payable	0.00
10-2052	Employee Insurance Payable	(1,977.95)
10-2062	TMRS Payable	(182.73)
10-2101	Property Tax Overpayments	0.00
10-2102	MC-Child Safety Fees Due	(28.50)
10-2103	MC-Bonds Due	0.00
10-2104	Due To - MC Technology	0.36
10-2105	Due To-MC Security	0.00
10-2106	Due To-State Comptroller	69,141.41
10-2107	Due To OMNI Base	3,156.31
10-2108	RESTITUTION	(270.00)
10-2110	Bond Payable - FAST	3,032.05
10-2111	Other Accrued Liabilities	0.00
10-2130	Deferred Revenue-Property Tax	159,705.80
10-2131	Other Deferred Revenue	78,142.42
10-2302	Due to State-CJ Fee	287.98
10-2303	Due To-Debt Service Fund	0.00
10-2402	Permit Deposits	0.00
10-2403	Drainage Deposit Payable	0.00
10-2404	Gas Meter Deposit	93,485.00

BALANCE SHEET

AS OF: JULY 31ST, 2019

10 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
10-2405	P&Z Deposit	0.00
10-2500	Accrued Wages	10,386.88
10-2501	Gordon Estate Bond	0.00
10-2601	Construction Retainage Payable	0.00
10-2701	Deferred Taxes	0.00
10-2702	Deferred Revenue-Alarm Fees	22,500.00
10-2703	Deferred Franchise Taxes	0.00
10-2704	Unearned Revenue-CY Prop Taxes	5,306,482.85
10-2801	General LT Debt-N/P	0.00
10-2802	GO Bonds Payable	0.00
	TOTAL LIABILITIES	<u>5,746,289.72</u>
EQUITY		
=====		
10-3000	Fund Balance	726,631.20
10-3003	Fund Balance	5,266,498.57
10-3900	Earnings	0.00
	TOTAL BEGINNING EQUITY	<u>5,993,129.77</u>
	TOTAL REVENUE	4,356,271.59
	TOTAL EXPENSES	<u>3,963,420.86</u>
	TOTAL REVENUE OVER/(UNDER) EXPENSES	<u>392,850.73</u>
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>6,385,980.50</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.	<u>12,132,270.22</u> =====

10 -GENERAL FUND
FINANCIAL SUMMARY

58.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
TAXES	5,235,455.00	53,021.47	3,893,718.35	74.37	1,341,736.65
PERMITS & INSPECTIONS	367,900.00	41,419.95	261,411.22	71.05	106,488.78
COURT	142,000.00	19,233.10	107,168.81	75.47	34,831.19
INVESTMENT INCOME	150,000.00	15,796.08	124,684.85	83.12	25,315.15
AGENCIES & ALARMS	33,000.00	4,017.77	55,255.05	167.44 (	22,255.05)
FRANCHISE REVENUE	398,000.00	29,130.25	261,142.96	65.61	136,857.04
DONATIONS & IN LIEU	235,500.00	(99,475.00)	(347,109.65)	147.39-	582,609.65
TOTAL REVENUES	6,561,855.00	63,143.62	4,356,271.59	66.39	2,205,583.41
<u>EXPENDITURE SUMMARY</u>					
<u>PUBLIC SERVICE</u>					
COMMUNITY	10,000.00	0.00	5,000.00	50.00	5,000.00
POLICE	1,815,242.00	48,583.20	1,107,469.20	61.01	707,772.80
MISCELLANEOUS	0.00	0.00	25,136.25	0.00 (	25,136.25)
SANITATION COLLECTION	570,000.00	0.00	292,226.64	51.27	277,773.36
LIBRARY	1,500.00	0.00	0.00	0.00	1,500.00
STREET LIGHTING	12,000.00	1,023.11	8,813.24	73.44	3,186.76
FIRE	2,035,143.00	169,595.22	1,274,085.14	62.60	761,057.86
TOTAL PUBLIC SERVICE	4,443,885.00	219,201.53	2,712,730.47	61.04	1,731,154.53
<u>CONTRACT SERVICES</u>					
CONTRACT SERVICES	356,000.00	1,999.01	241,953.52	67.96	114,046.48
TOTAL CONTRACT SERVICES	356,000.00	1,999.01	241,953.52	67.96	114,046.48
<u>BUILDING</u>					
CONTRACT SERVICES	3,857.00	6,393.77	6,393.77	165.77 (	2,536.77)
BUILDING SERVICES	149,500.00	0.00	112,412.46	75.19	37,087.54
ADMIN EXPENSE	4,193.00	0.00	625.33	14.91	3,567.67
OFFICE EXPENSE	3,157.00	0.00	125.97	3.99	3,031.03
WAGES & BENEFITS	128,307.00	0.00	0.00	0.00	128,307.00
INSURANCE	17,177.00	510.53	7,560.51	44.02	9,616.49
TOTAL BUILDING	306,191.00	6,904.30	127,118.04	41.52	179,072.96
<u>GENERAL GOVERNMENT</u>					
CONTRACT SERVICES	12,000.00	0.00	0.00	0.00	12,000.00
ADMIN EXPENSE	45,883.00	1,373.13	12,930.75	28.18	32,952.25
OFFICE EXPENSE	149,100.00	11,097.17	88,959.28	59.66	60,140.72
WAGES & BENEFITS	279,951.00	41,219.66	318,818.19	113.88 (	38,867.19)
INSURANCE	29,116.00	2,051.63	24,138.25	82.90	4,977.75
TOTAL GENERAL GOVERNMENT	516,050.00	55,741.59	444,846.47	86.20	71,203.53

10 -GENERAL FUND
FINANCIAL SUMMARY

58.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>MUNICIPAL COURT</u>					
CONTRACT SERVICES	0.00	0.00	68.11	0.00 (	68.11)
ADMIN EXPENSE	5,536.00	150.00	845.00	15.26	4,691.00
OFFICE EXPENSE	4,564.00	150.00	1,643.99	36.02	2,920.01
WAGES & BENEFITS	104,511.00	0.00	0.00	0.00	104,511.00
INSURANCE	22,903.00	813.41	12,043.75	52.59	10,859.25
COURT OPERATIONS	37,200.00	2,354.58	64,545.51	173.51 (	27,345.51)
TOTAL MUNICIPAL COURT	174,714.00	3,467.99	79,146.36	45.30	95,567.64
<u>PUBLIC WORKS MAINTENANCE</u>					
CONTRACT SERVICES	3,875.00	0.00	0.00	0.00	3,875.00
ADMIN EXPENSE	2,343.00	0.00	582.45	24.86	1,760.55
OFFICE EXPENSE	2,207.00	0.00	0.00	0.00	2,207.00
WAGES & BENEFITS	88,859.00	0.00	0.00	0.00	88,859.00
INSURANCE	18,612.00	800.03	10,749.49	57.76	7,862.51
PUBLIC WORKS OPERATIONS	313,500.00	9,518.10	177,657.38	56.67	135,842.62
TOTAL PUBLIC WORKS MAINTENANCE	429,396.00	10,318.13	188,989.32	44.01	240,406.68
<u>GOF CAPITAL OUTLAYS</u>					
OTHER EXPENSES	1,497,014.00	0.00	168,636.68	11.26	1,328,377.32
TOTAL GOF CAPITAL OUTLAYS	<u>1,497,014.00</u>	<u>0.00</u>	<u>168,636.68</u>	<u>11.26</u>	<u>1,328,377.32</u>
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	(1,161,395.00)	(234,488.93)	392,850.73		(1,554,245.73)

10 -GENERAL FUND

58.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>TAXES</u>					
10-4101 Property Tax Revenue	5,035,455.00	37,051.83	3,773,968.85	74.95	1,261,486.15
10-4150 Sales Tax	200,000.00	15,969.64	119,749.50	59.87	80,250.50
TOTAL TAXES	5,235,455.00	53,021.47	3,893,718.35	74.37	1,341,736.65
<u>PERMITS & INSPECTIONS</u>					
10-4203 Plat Reviews	3,400.00	0.00	150.00	4.41	3,250.00
10-4204 Code Enforcement Citations	1,000.00	0.00	0.00	0.00	1,000.00
10-4205 Contractor Registration	12,000.00	1,200.00	9,900.00	82.50	2,100.00
10-4206 Drainage Reviews	50,000.00	1,600.00	19,300.00	38.60	30,700.00
10-4207 Permits	300,000.00	38,619.95	231,061.22	77.02	68,938.78
10-4208 Board of Adjustment Fees	1,500.00	0.00	1,000.00	66.67	500.00
TOTAL PERMITS & INSPECTIONS	367,900.00	41,419.95	261,411.22	71.05	106,488.78
<u>COURT</u>					
10-4300 Court Fines	142,000.00	19,233.10	107,168.81	75.47	34,831.19
TOTAL COURT	142,000.00	19,233.10	107,168.81	75.47	34,831.19
<u>INVESTMENT INCOME</u>					
10-4400 Interest Income	150,000.00	15,796.08	124,684.85	83.12	25,315.15
TOTAL INVESTMENT INCOME	150,000.00	15,796.08	124,684.85	83.12	25,315.15
<u>AGENCIES & ALARMS</u>					
10-4501 Agencies	0.00	3,867.77	47,255.05	0.00 (	47,255.05)
10-4507 Sec-False Alarm	0.00	0.00	0.00	0.00	0.00
10-4508 SEC-Registration	33,000.00	150.00	8,000.00	24.24	25,000.00
10-4520 FEMA - State Reimbursement	0.00	0.00	0.00	0.00	0.00
TOTAL AGENCIES & ALARMS	33,000.00	4,017.77	55,255.05	167.44 (	22,255.05)
<u>FRANCHISE REVENUE</u>					
10-4602 Cable	72,000.00	0.00	75,976.74	105.52 (	3,976.74)
10-4605 Power/Electric	272,000.00	22,698.11	162,437.79	59.72	109,562.21
10-4606 Franchise Fees-Gas	19,000.00	0.00	0.00	0.00	19,000.00
10-4607 Telephone	35,000.00	6,432.14	22,462.75	64.18	12,537.25
10-4608 Wireless Communication	0.00	0.00	265.68	0.00 (	265.68)
TOTAL FRANCHISE REVENUE	398,000.00	29,130.25	261,142.96	65.61	136,857.04
<u>DONATIONS & IN LIEU</u>					
10-4702 Kinkaid School	34,000.00	0.00	0.00	0.00	34,000.00
10-4703 Metro Congested Mitigation	136,000.00	0.00	2.46	0.00	135,997.54
10-4704 Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
10-4705 Ambulance	65,000.00	0.00	0.00	0.00	65,000.00
10-4706 Donation to Historical Preserv	0.00	0.00	0.00	0.00	0.00
10-4800 Miscellaneous Income	500.00	0.00	157,337.89	1,467.58 (	156,837.89)
10-4850 Transfer In	0.00 (	99,475.00) (	504,450.00)	0.00	504,450.00
10-4900 Prior Period Adjustments	0.00	0.00	0.00	0.00	0.00
10-4907 Unearned Revenue	0.00	0.00	0.00	0.00	0.00
TOTAL DONATIONS & IN LIEU	235,500.00 (	99,475.00) (	347,109.65)	147.39-	582,609.65

CITY OF PINEY POINT VILLAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2019

10 -GENERAL FUND

58.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL REVENUES	6,561,855.00	63,143.62	4,356,271.59	66.39	2,205,583.41

10 -GENERAL FUND

58.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PUBLIC SERVICE</u> =====					
<u>COMMUNITY</u>					
10-510-5001 Community Celebrations	10,000.00	0.00	5,000.00	50.00	5,000.00
TOTAL COMMUNITY	10,000.00	0.00	5,000.00	50.00	5,000.00
<u>POLICE</u>					
10-510-5010 MEMORIAL VILLAGE POLICE DEPT	1,815,242.00	46,138.70	1,087,913.87	59.93	727,328.13
10-510-5011 MVPD - AUTO REPLACEMENT	0.00	2,444.50	19,555.33	0.00	(19,555.33)
TOTAL POLICE	1,815,242.00	48,583.20	1,107,469.20	61.01	707,772.80
<u>MISCELLANEOUS</u>					
10-510-5020 Miscellaneous	0.00	0.00	25,136.25	0.00	(25,136.25)
TOTAL MISCELLANEOUS	0.00	0.00	25,136.25	0.00	(25,136.25)
<u>SANITATION COLLECTION</u>					
10-510-5030 SANITATION COLLECTION	570,000.00	0.00	286,496.70	50.26	283,503.30
10-510-5031 SANITATION FUEL CHARGE	0.00	0.00	5,729.94	0.00	(5,729.94)
TOTAL SANITATION COLLECTION	570,000.00	0.00	292,226.64	51.27	277,773.36
<u>LIBRARY</u>					
10-510-5040 Spring Branch Library	1,500.00	0.00	0.00	0.00	1,500.00
TOTAL LIBRARY	1,500.00	0.00	0.00	0.00	1,500.00
<u>STREET LIGHTING</u>					
10-510-5050 Street Lighting	12,000.00	1,023.11	8,813.24	73.44	3,186.76
TOTAL STREET LIGHTING	12,000.00	1,023.11	8,813.24	73.44	3,186.76
<u>FIRE</u>					
10-510-5060 Villages Fire Department	2,035,143.00	169,595.22	1,274,085.14	62.60	761,057.86
10-510-5070 Contribution to Fire Dept	0.00	0.00	0.00	0.00	0.00
TOTAL FIRE	2,035,143.00	169,595.22	1,274,085.14	62.60	761,057.86
TOTAL PUBLIC SERVICE	4,443,885.00	219,201.53	2,712,730.47	61.04	1,731,154.53
<u>CONTRACT SERVICES</u> =====					
<u>CONTRACT SERVICES</u>					
10-520-5102 Accounting/Audit	32,000.00	1,037.69	20,708.60	64.71	11,291.40
10-520-5103 Engineering	150,000.00	0.00	120,955.69	80.64	29,044.31
10-520-5104 Legal	90,000.00	0.00	45,129.42	50.14	44,870.58
10-520-5105 Tax Appraisal-HCAD	60,000.00	0.00	31,440.00	52.40	28,560.00
10-520-5107 Animal Control	2,000.00	0.00	690.57	34.53	1,309.43
10-520-5108 IT Hardware/Software & Support	0.00	961.32	15,279.24	0.00	(15,279.24)
10-520-5110 Mosquito Control	22,000.00	0.00	7,750.00	35.23	14,250.00
TOTAL CONTRACT SERVICES	356,000.00	1,999.01	241,953.52	67.96	114,046.48

10 -GENERAL FUND

58.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL CONTRACT SERVICES	356,000.00	1,999.01	241,953.52	67.96	114,046.48
BUILDING =====					
CONTRACT SERVICES					
10-530-5108 Information Technology	3,857.00	6,393.77	6,393.77	165.77 (	2,536.77)
TOTAL CONTRACT SERVICES	3,857.00	6,393.77	6,393.77	165.77 (	2,536.77)
BUILDING SERVICES					
10-530-5152 Drainage Reviews	45,000.00	0.00	33,242.46	73.87	11,757.54
10-530-5153 Electrical Inspections	12,000.00	0.00	6,525.00	54.38	5,475.00
10-530-5154 Plat Reviews	500.00	0.00	0.00	0.00	500.00
10-530-5155 Plan Reviews	10,000.00	0.00	24,000.00	240.00 (	14,000.00)
10-530-5156 Plumbing Inspections	18,000.00	0.00	8,910.00	49.50	9,090.00
10-530-5157 Structural Inspections	15,000.00	0.00	13,365.00	89.10	1,635.00
10-530-5158 Urban Forester	42,000.00	0.00	23,400.00	55.71	18,600.00
10-530-5160 Mechanical Inspections	7,000.00	0.00	2,970.00	42.43	4,030.00
TOTAL BUILDING SERVICES	149,500.00	0.00	112,412.46	75.19	37,087.54
ADMIN EXPENSE					
10-530-5204 Dues & Subscriptions	250.00	0.00	0.00	0.00	250.00
10-530-5206 Legal Notices	500.00	0.00	0.00	0.00	500.00
10-530-5207 Misc Supplies	1,800.00	0.00	625.33	34.74	1,174.67
10-530-5209 Office Equipment & Maintenance	1,643.00	0.00	0.00	0.00	1,643.00
TOTAL ADMIN EXPENSE	4,193.00	0.00	625.33	14.91	3,567.67
OFFICE EXPENSE					
10-530-5210 Postage	150.00	0.00	0.00	0.00	150.00
10-530-5211 Meeting Supplies	150.00	0.00	0.00	0.00	150.00
10-530-5213 Office Supplies	500.00	0.00	125.97	25.19	374.03
10-530-5214 Telecommunications	1,857.00	0.00	0.00	0.00	1,857.00
10-530-5215 Travel & Training	500.00	0.00	0.00	0.00	500.00
TOTAL OFFICE EXPENSE	3,157.00	0.00	125.97	3.99	3,031.03
WAGES & BENEFITS					
10-530-5301 Gross Wages	109,214.00	0.00	0.00	0.00	109,214.00
10-530-5311 Payroll Processing	643.00	0.00	0.00	0.00	643.00
10-530-5313 Fringe Benefits	18,450.00	0.00	0.00	0.00	18,450.00
TOTAL WAGES & BENEFITS	128,307.00	0.00	0.00	0.00	128,307.00
INSURANCE					
10-530-5353 Employee Insurance	17,177.00	510.53	7,560.51	44.02	9,616.49
TOTAL INSURANCE	17,177.00	510.53	7,560.51	44.02	9,616.49
TOTAL BUILDING	306,191.00	6,904.30	127,118.04	41.52	179,072.96

10 -GENERAL FUND

58.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>GENERAL GOVERNMENT</u>					
=====					
<u>CONTRACT SERVICES</u>					
10-540-5108 Information Technology	12,000.00	0.00	0.00	0.00	12,000.00
TOTAL CONTRACT SERVICES	12,000.00	0.00	0.00	0.00	12,000.00
<u>ADMIN EXPENSE</u>					
10-540-5201 Administrative	0.00	0.00	0.00	0.00	0.00
10-540-5202 Auto Allowance/Mileage	13,583.00	600.00	4,200.00	30.92	9,383.00
10-540-5203 Bank Fees	1,800.00	161.13	890.97	49.50	909.03
10-540-5204 Dues & Subscriptions	3,500.00	0.00	259.00	7.40	3,241.00
10-540-5205 Elections	5,000.00	0.00	0.00	0.00	5,000.00
10-540-5206 Legal Notices	2,000.00	0.00	0.00	0.00	2,000.00
10-540-5207 Miscellaneous	0.00	612.00	957.00	0.00 (	957.00)
10-540-5208 Citizen Communication	10,000.00	0.00	2,500.00	25.00	7,500.00
10-540-5209 Office Equipment & Maintenance	10,000.00	0.00	4,123.78	41.24	5,876.22
TOTAL ADMIN EXPENSE	45,883.00	1,373.13	12,930.75	28.18	32,952.25
<u>OFFICE EXPENSE</u>					
10-540-5210 Postage	1,600.00	18.60	1,115.04	69.69	484.96
10-540-5211 Meeting Supplies	4,000.00	432.17	4,391.28	109.78 (	391.28)
10-540-5212 Rent/Leasehold/Furniture	125,000.00	9,704.42	69,122.77	55.30	55,877.23
10-540-5213 Office Supplies	8,500.00	8.00	5,065.42	59.59	3,434.58
10-540-5214 Telecommunications	6,000.00	933.98	9,199.77	153.33 (	3,199.77)
10-540-5215 Travel & Training	1,000.00	0.00	65.00	6.50	935.00
10-540-5216 Statutory Legal Notices	3,000.00	0.00	0.00	0.00	3,000.00
TOTAL OFFICE EXPENSE	149,100.00	11,097.17	88,959.28	59.66	60,140.72
<u>WAGES & BENEFITS</u>					
10-540-5301 Gross Wages	230,426.00	31,664.79	234,162.56	101.62 (	3,736.56)
10-540-5302 Overtime/Severance	0.00	2,310.87	14,449.48	0.00 (	14,449.48)
10-540-5303 Temporary/Part-time Personnel	5,000.00	1,438.24	29,794.02	595.88 (	24,794.02)
10-540-5304 Salary Adjustment (Bonus)	0.00	0.00	0.00	0.00	0.00
10-540-5306 Payroll Tax Expense	0.00	2,598.75	18,987.97	0.00 (	18,987.97)
10-540-5310 TMRs(retirement)	0.00	3,018.24	19,950.09	0.00 (	19,950.09)
10-540-5311 Payroll Processing	857.00	188.77	1,474.07	172.00 (	617.07)
10-540-5312 TWC-Unemployment	0.00	0.00	0.00	0.00	0.00
10-540-5313 Fringe Benefits	43,668.00	0.00	0.00	0.00	43,668.00
TOTAL WAGES & BENEFITS	279,951.00	41,219.66	318,818.19	113.88 (	38,867.19)
<u>INSURANCE</u>					
10-540-5353 Employee Insurance	24,816.00	2,051.63	21,439.81	86.40	3,376.19
10-540-5354 General Liability	3,800.00	0.00	615.44	16.20	3,184.56
10-540-5355 Bonds for City Staff	500.00	0.00	0.00	0.00	500.00
10-540-5356 Workman's Compensation	0.00	0.00	2,083.00	0.00 (	2,083.00)
10-540-5357 Drainage Study	0.00	0.00	0.00	0.00	0.00
TOTAL INSURANCE	29,116.00	2,051.63	24,138.25	82.90	4,977.75
TOTAL GENERAL GOVERNMENT	516,050.00	55,741.59	444,846.47	86.20	71,203.53

10 -GENERAL FUND

58.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>MUNICIPAL COURT</u> =====					
<u>CONTRACT SERVICES</u>					
10-550-5108 Information Technology	0.00	0.00	68.11	0.00 (	68.11)
TOTAL CONTRACT SERVICES	0.00	0.00	68.11	0.00 (	68.11)
<u>ADMIN EXPENSE</u>					
10-550-5204 Dues & Subscriptions	250.00	150.00	150.00	60.00	100.00
10-550-5207 Misc Supplies	2,000.00	0.00	695.00	34.75	1,305.00
10-550-5209 Office Equipment & Maintenance	3,286.00	0.00	0.00	0.00	3,286.00
TOTAL ADMIN EXPENSE	5,536.00	150.00	845.00	15.26	4,691.00
<u>OFFICE EXPENSE</u>					
10-550-5210 Postage	100.00	0.00	0.00	0.00	100.00
10-550-5211 Meeting Supplies	0.00	0.00	0.00	0.00	0.00
10-550-5213 Office Supplies	500.00	0.00	1,368.99	273.80 (	868.99)
10-550-5214 Telecommunications	3,714.00	0.00	0.00	0.00	3,714.00
10-550-5215 Travel & Training	250.00	150.00	275.00	110.00 (	25.00)
TOTAL OFFICE EXPENSE	4,564.00	150.00	1,643.99	36.02	2,920.01
<u>WAGES & BENEFITS</u>					
10-550-5301 Gross Wages	92,014.00	0.00	0.00	0.00	92,014.00
10-550-5311 Payroll Processing	857.00	0.00	0.00	0.00	857.00
10-550-5313 Fringe Benefits	11,640.00	0.00	0.00	0.00	11,640.00
TOTAL WAGES & BENEFITS	104,511.00	0.00	0.00	0.00	104,511.00
<u>INSURANCE</u>					
10-550-5353 Employee Insurance	22,903.00	813.41	12,043.75	52.59	10,859.25
TOTAL INSURANCE	22,903.00	813.41	12,043.75	52.59	10,859.25
<u>COURT OPERATIONS</u>					
10-550-5402 MC Facilities	0.00	0.00	0.00	0.00	0.00
10-550-5403 Credit Card Charges	5,000.00	604.58	3,025.65	60.51	1,974.35
10-550-5404 Judge/Prosecutor/Interpreter	22,000.00	1,750.00	12,625.00	57.39	9,375.00
10-550-5405 Jury Pay	0.00	0.00	0.00	0.00	0.00
10-550-5406 State Comptroller/OMNI/Linebar	10,000.00	0.00	48,338.17	483.38 (	38,338.17)
10-550-5407 SETCIC	0.00	0.00	0.00	0.00	0.00
10-550-5408 Supplies/Miscellaneous	0.00	0.00	0.00	0.00	0.00
10-550-5409 Collection Agency	0.00	0.00	0.00	0.00	0.00
10-550-5410 OmniBase Services of Texas	200.00	0.00	556.69	278.35 (	356.69)
TOTAL COURT OPERATIONS	37,200.00	2,354.58	64,545.51	173.51 (	27,345.51)
TOTAL MUNICIPAL COURT	174,714.00	3,467.99	79,146.36	45.30	95,567.64

10 -GENERAL FUND

58.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PUBLIC WORKS MAINTENANCE</u> =====					
<u>CONTRACT SERVICES</u>					
10-560-5108 Information Technology	3,875.00	0.00	0.00	0.00	3,875.00
TOTAL CONTRACT SERVICES	3,875.00	0.00	0.00	0.00	3,875.00
<u>ADMIN EXPENSE</u>					
10-560-5207 Misc Supplies	700.00	0.00	582.45	83.21	117.55
10-560-5209 Office Equipment & Maintenance	1,643.00	0.00	0.00	0.00	1,643.00
TOTAL ADMIN EXPENSE	2,343.00	0.00	582.45	24.86	1,760.55
<u>OFFICE EXPENSE</u>					
10-560-5213 Office Supplies	100.00	0.00	0.00	0.00	100.00
10-560-5214 Telecommunications	1,857.00	0.00	0.00	0.00	1,857.00
10-560-5215 Travel & Training	250.00	0.00	0.00	0.00	250.00
TOTAL OFFICE EXPENSE	2,207.00	0.00	0.00	0.00	2,207.00
<u>WAGES & BENEFITS</u>					
10-560-5301 Gross Wages	75,019.00	0.00	0.00	0.00	75,019.00
10-560-5311 Payroll Processing	643.00	0.00	0.00	0.00	643.00
10-560-5313 Fringe Benefits	13,197.00	0.00	0.00	0.00	13,197.00
TOTAL WAGES & BENEFITS	88,859.00	0.00	0.00	0.00	88,859.00
<u>INSURANCE</u>					
10-560-5353 Employee Insurance	18,612.00	800.03	10,749.49	57.76	7,862.51
TOTAL INSURANCE	18,612.00	800.03	10,749.49	57.76	7,862.51
<u>PUBLIC WORKS OPERATIONS</u>					
10-560-5500 Public Works Maintenance	0.00	0.00	6,105.55	0.00 (	6,105.55)
10-560-5501 TCEQ & Harris CO Permits	1,000.00	400.00	2,056.25	205.63 (	1,056.25)
10-560-5504 Landscaping Maintenance	15,000.00	8,447.60	32,224.28	214.83 (	17,224.28)
10-560-5505 Gator Fuel	2,000.00	0.00	280.61	14.03	1,719.39
10-560-5506 Right of Way Mowing	80,000.00	0.00	50,636.00	63.30	29,364.00
10-560-5507 Road & Sign Repair	50,000.00	670.50	38,501.86	77.00	11,498.14
10-560-5508 ROW Water/Planting	4,500.00	0.00	657.11	14.60	3,842.89
10-560-5509 Tree Care/Removal	10,000.00	0.00	7,900.00	79.00	2,100.00
10-560-5510 Road/Drainage Maintenance	75,000.00	0.00	0.00	0.00	75,000.00
10-560-5515 Landscape Improvements	75,000.00	0.00	39,274.10	52.37	35,725.90
10-560-5516 Gator Maintenance	1,000.00	0.00	21.62	2.16	978.38
TOTAL PUBLIC WORKS OPERATIONS	313,500.00	9,518.10	177,657.38	56.67	135,842.62
TOTAL PUBLIC WORKS MAINTENANCE	429,396.00	10,318.13	188,989.32	44.01	240,406.68

10 -GENERAL FUND

58.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>GOF CAPITAL OUTLAYS</u>					
=====					
<u>OTHER EXPENSES</u>					
10-570-5601 Capital Improvements	0.00	0.00	0.00	0.00	0.00
10-570-5602 Drainage Ditch Maintenance	0.00	0.00	14,600.00	0.00 (	14,600.00)
10-570-5606 Road/Drainage Projects	0.00	0.00	44,914.85	0.00 (	44,914.85)
10-570-5607 2014 Paving Project	0.00	0.00	0.00	0.00	0.00
10-570-5608 MDE Drainage	0.00	0.00	0.00	0.00	0.00
10-570-5609 Windermere Drainage	406,689.00	0.00	0.00	0.00	406,689.00
10-570-5610 Fire Station Remodel	0.00	0.00	0.00	0.00	0.00
10-570-5616 S. Piney Pt/Blalock Rd	0.00	0.00	0.00	0.00	0.00
10-570-5640 Surrey Oaks	1,090,325.00	0.00	62,723.08	5.75	1,027,601.92
10-570-5660 Smithdale Estates Bypass	0.00	0.00	0.00	0.00	0.00
10-570-5665 Woods Edge Erosion Project	0.00	0.00	0.00	0.00	0.00
10-570-5700 2015 Maintenance Project	0.00	0.00	0.00	0.00	0.00
10-570-5701 2019 Maintenance Projects	0.00	0.00	0.00	0.00	0.00
10-570-5705 Tynewood Ditch Washout Project	0.00	0.00	0.00	0.00	0.00
10-570-5800 Lanecrest Improvements Project	0.00	0.00	0.00	0.00	0.00
10-570-5805 Beinhorn Paving Project	0.00	0.00	31,288.75	0.00 (	31,288.75)
10-570-5806 Drainage and Sidewalks	0.00	0.00	15,110.00	0.00 (	15,110.00)
10-570-5808 Wilding Lane	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	1,497,014.00	0.00	168,636.68	11.26	1,328,377.32
<hr/>					
TOTAL GOF CAPITAL OUTLAYS	1,497,014.00	0.00	168,636.68	11.26	1,328,377.32
<hr/>					
TOTAL EXPENDITURES	7,723,250.00	297,632.55	3,963,420.86	51.32	3,759,829.14
=====					
REVENUES OVER/(UNDER) EXPENDITURES	(1,161,395.00) (	234,488.93)	392,850.73		(1,554,245.73)

BALANCE SHEET

AS OF: JULY 31ST, 2019

20 -DEBT SERVICE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
20-1100	Claim on Cash	0.00	
20-1105	Cash - Amegy Bank	0.00	
20-1108	Cash with Agent	241,922.52	
20-1109	Texpool-DS	482,039.08	
20-1110	Texas Class-DS	121,438.16	
20-1200	Property Tax Receivable-PY	31,770.35	
20-1201	Property Tax Receivable-CY	803,411.89	
20-1300	Due to/From General Fund	0.00	
20-1301	Accrued Interest Receivable	0.00	
		<u>1,680,582.00</u>	
TOTAL ASSETS			<u>1,680,582.00</u>
			=====
LIABILITIES			
=====			
20-2001	Accounts Payable	0.00	
20-2002	Other Accrued Liabilities	0.00	
20-2130	Deferred Revenue-Property Tax	31,770.35	
20-2200	Deferred Property Tax Rec	0.00	
20-2300	Other Accrued Liabilities	0.00	
20-2701	Unearned Revenue-Property Tax	1,462,997.32	
	TOTAL LIABILITIES	<u>1,494,767.67</u>	
EQUITY			
=====			
20-3000	Fund Balance	139,317.24	
	TOTAL BEGINNING EQUITY	<u>139,317.24</u>	
TOTAL REVENUE		1,046,497.09	
TOTAL EXPENSES		<u>1,000,000.00</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		46,497.09	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>185,814.33</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			<u>1,680,582.00</u>
			=====

CITY OF PINEY POINT VILLAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2019

20 -DEBT SERVICE
FINANCIAL SUMMARY

58.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
TAXES	1,502,950.00	10,215.20	1,037,580.29	69.04	465,369.71
INVESTMENT INCOME	<u>3,900.00</u>	<u>1,211.11</u>	<u>8,916.80</u>	<u>228.64</u>	(<u>5,016.80</u>)
TOTAL REVENUES	<u>1,506,850.00</u>	<u>11,426.31</u>	<u>1,046,497.09</u>	<u>69.45</u>	<u>460,352.91</u>
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
<u>NON-DEPARTMENTAL</u>					
ADMIN EXPENSE	2,250.00	0.00	1,500.00	66.67	750.00
OTHER EXPENSES	1,502,950.00	0.00	1,502,950.00	100.00	0.00
TRANSFERS	0.00	(99,475.00)	(504,450.00)	0.00	504,450.00
TOTAL NON-DEPARTMENTAL	<u>1,505,200.00</u>	<u>(99,475.00)</u>	<u>1,000,000.00</u>	<u>66.44</u>	<u>505,200.00</u>
TOTAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	1,650.00	110,901.31	46,497.09	(	44,847.09)

CITY OF PINEY POINT VILLAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2019

20 -DEBT SERVICE

58.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>TAXES</u>					
20-4101 Property Tax Revenue	1,502,950.00	10,215.20	1,037,580.29	69.04	465,369.71
TOTAL TAXES	<u>1,502,950.00</u>	<u>10,215.20</u>	<u>1,037,580.29</u>	<u>69.04</u>	<u>465,369.71</u>
<u>INVESTMENT INCOME</u>					
20-4400 Bank Interest	3,900.00	1,211.11	8,916.80	228.64 (	5,016.80)
20-4410 Bond Premium	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL INVESTMENT INCOME	<u>3,900.00</u>	<u>1,211.11</u>	<u>8,916.80</u>	<u>228.64 (</u>	<u>5,016.80)</u>
<hr/>					
TOTAL REVENUES	1,506,850.00	11,426.31	1,046,497.09	69.45	460,352.91
	=====	=====	=====	=====	=====

20 -DEBT SERVICE

58.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>					
NON-DEPARTMENTAL					
=====					
ADMIN EXPENSE					
20-500-5204 Paying Agent Fees	2,250.00	0.00	1,500.00	66.67	750.00
TOTAL ADMIN EXPENSE	2,250.00	0.00	1,500.00	66.67	750.00
OTHER EXPENSES					
20-500-5820 Interest Expense-Bonds	217,950.00	0.00	118,475.00	54.36	99,475.00
20-500-5821 Bond Principal Payments	1,285,000.00	0.00	1,384,475.00	107.74 (	99,475.00)
20-500-5822 Amortization of Bonds	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	1,502,950.00	0.00	1,502,950.00	100.00	0.00
TRANSFERS					
20-500-5902 Transfers Out	0.00 (	99,475.00)	(504,450.00)	0.00	504,450.00
TOTAL TRANSFERS	0.00 (	99,475.00)	(504,450.00)	0.00	504,450.00
<hr/>					
TOTAL NON-DEPARTMENTAL	1,505,200.00 (	99,475.00)	1,000,000.00	66.44	505,200.00
<hr/>					
TOTAL EXPENDITURES	1,505,200.00 (	99,475.00)	1,000,000.00	66.44	505,200.00
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	1,650.00	110,901.31	46,497.09	(	44,847.09)

BALANCE SHEET

AS OF: JULY 31ST, 2019

30 -SPECIAL REVENUE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
30-1100	Claim on Cash	64,395.64	
30-1102	Donation	0.02	
30-1103	MC Security	0.36	
30-1104	MC Technology	0.05	
30-1106	Child Safety	22,523.66	
30-1200	Due To/From General Fund	0.00	
30-1301	Accrued Interest Receivable	0.00	
		<u>86,919.73</u>	
TOTAL ASSETS			86,919.73
			=====
LIABILITIES			
=====			
30-2001	Accounts Payable	0.00	
30-2100	Grants Payable	0.00	
30-2200	Due To General Fund	0.00	
	TOTAL LIABILITIES	<u>0.00</u>	
EQUITY			
=====			
30-3000	Fund Balance	34,566.58	
30-3001	Fund Balance-Child Safety	55,694.92	
30-3002	Fund Balance-MC Security	11,838.88	
30-3003	Fund Balance-MC Technology	3,081.69	
30-3010	Unrestricted Retained Earnings	0.00	
30-3300	Fund Balance-MC Security	0.00	
30-3400	Fund Balance- MC Technology	0.00	
30-3904	Earnings-MC Technology	0.00	
	TOTAL BEGINNING EQUITY	<u>105,182.07</u>	
TOTAL REVENUE		9,127.16	
TOTAL EXPENSES		<u>27,389.50</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		(18,262.34)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>86,919.73</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			86,919.73
			=====

CITY OF PINEY POINT VILLAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2019

30 -SPECIAL REVENUE FUND
FINANCIAL SUMMARY

58.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
COURT	13,300.00	1,369.10	9,120.91	68.58	4,179.09
INVESTMENT INCOME	5.00	1.02	6.25	125.00 (	1.25)
DONATIONS & IN LIEU	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	13,305.00	1,370.12	9,127.16	68.60	4,177.84
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
<u>NON-DEPARTMENTAL</u>					
MISCELLANEOUS	(10,000.00)	0.00	0.00	0.00 (	10,000.00)
TOTAL NON-DEPARTMENTAL	(10,000.00)	0.00	0.00	0.00 (	10,000.00)
<u>QUALIFIED EXPENSES</u>					
COURT	(7,823.00)	0.00	27,389.50	350.12-(	35,212.50)
TOTAL QUALIFIED EXPENSES	(7,823.00)	0.00	27,389.50	350.12-(	35,212.50)
<u>ADMINISTRATION</u>					
ADMIN EXPENSE	0.00	0.00	0.00	0.00	0.00
OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	31,128.00	1,370.12 (	18,262.34)		49,390.34

30 -SPECIAL REVENUE FUND

58.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>COURT</u>					
30-4305 MC Security Revenue	4,000.00	450.44	2,735.08	68.38	1,264.92
30-4310 MC Technology Revenue	5,300.00	600.59	3,646.77	68.81	1,653.23
30-4315 Child Safety Revenues	4,000.00	318.07	2,739.06	68.48	1,260.94
TOTAL COURT	13,300.00	1,369.10	9,120.91	68.58	4,179.09
<u>INVESTMENT INCOME</u>					
30-4405 MC Security-Interest	0.00	0.00	0.00	0.00	0.00
30-4410 MC Technology-Interest	0.00	0.00	0.00	0.00	0.00
30-4415 Child Safety-Interest	5.00	1.02	6.25	125.00 (	1.25)
30-4420 Donations-Interest	0.00	0.00	0.00	0.00	0.00
TOTAL INVESTMENT INCOME	5.00	1.02	6.25	125.00 (	1.25)
<u>DONATIONS & IN LIEU</u>					
30-4720 Donations	0.00	0.00	0.00	0.00	0.00
30-4800 Other Income	0.00	0.00	0.00	0.00	0.00
TOTAL DONATIONS & IN LIEU	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	13,305.00	1,370.12	9,127.16	68.60	4,177.84
	=====	=====	=====	=====	=====

30 -SPECIAL REVENUE FUND

58.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>					
NON-DEPARTMENTAL =====					
MISCELLANEOUS					
30-500-5029 Gen Govt Qualified Expenses	(10,000.00)	0.00	0.00	0.00	(10,000.00)
TOTAL MISCELLANEOUS	(10,000.00)	0.00	0.00	0.00	(10,000.00)
<hr/>					
TOTAL NON-DEPARTMENTAL	(10,000.00)	0.00	0.00	0.00	(10,000.00)
QUALIFIED EXPENSES =====					
COURT					
30-510-5121 Child Safety	0.00	0.00	27,224.65	0.00	(27,224.65)
30-510-5122 MC Security	(123.00)	0.00	164.85	134.02-	(287.85)
30-510-5123 MC Technology	(7,700.00)	0.00	0.00	0.00	(7,700.00)
30-510-5129 Donation	0.00	0.00	0.00	0.00	0.00
TOTAL COURT	(7,823.00)	0.00	27,389.50	350.12-	(35,212.50)
<hr/>					
TOTAL QUALIFIED EXPENSES	(7,823.00)	0.00	27,389.50	350.12-	(35,212.50)
ADMINISTRATION =====					
ADMIN EXPENSE					
30-520-5203 Bank Fees	0.00	0.00	0.00	0.00	0.00
TOTAL ADMIN EXPENSE	0.00	0.00	0.00	0.00	0.00
OTHER EXPENSES					
30-520-5702 Other Expenses	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00
TRANSFERS					
30-520-5902 Transfers Out	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00
<hr/>					
TOTAL ADMINISTRATION	0.00	0.00	0.00	0.00	0.00
<hr/>					
TOTAL EXPENDITURES	(17,823.00)	0.00	27,389.50	153.68-	(45,212.50)
<hr/>					
REVENUES OVER/(UNDER) EXPENDITURES	31,128.00	1,370.12	(18,262.34)		49,390.34

BALANCE SHEET

AS OF: JULY 31ST, 2019

40 -CAPITAL PROJECTS FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
40-1100	Claim on Cash	326,917.46	
40-1101	Texpool	0.00	
40-1105	Cash - Amegy Checking	0.00	
40-1120	Texas Class	7,508.05	
40-1200	Accounts Receivable	0.00	
40-1220	A/R - General Fund	0.00	
40-1250	Due To Metro	0.00	
40-1300	Accrued Interest Receivable	0.00	
		<u>334,425.51</u>	
			<u>334,425.51</u>
			=====
LIABILITIES			
=====			
40-2001	Accounts Payable	0.00	
40-2002	Other Accrued Liabilities	0.00	
40-2200	Deferred Revenue	293,595.54	
40-2300	Construction Retainage Payable	152,145.79	
40-2400	Accrued Liabilities	0.00	
	TOTAL LIABILITIES	<u>445,741.33</u>	
EQUITY			
=====			
40-3000	Fund Balance	(0.12)	
	TOTAL BEGINNING EQUITY	(0.12)	
	TOTAL REVENUE	110.84	
	TOTAL EXPENSES	<u>111,426.54</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(111,315.70)	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	(<u>111,315.82</u>)	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		<u>334,425.51</u>
			=====

CITY OF PINEY POINT VILLAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2019

40 -CAPITAL PROJECTS FUND
FINANCIAL SUMMARY

58.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
INVESTMENT INCOME	0.00	15.40	110.84	0.00 (	110.84)
DONATIONS & IN LIEU	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	0.00	15.40	110.84	0.00 (	110.84)
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
<u>NON-DEPARTMENTAL</u>					
ADMIN EXPENSE	0.00	0.00	0.00	0.00	0.00
OTHER EXPENSES	0.00	49,104.31	111,426.54	0.00 (	111,426.54)
TRANSFERS	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	<u>0.00</u>	<u>49,104.31</u>	<u>111,426.54</u>	<u>0.00 (</u>	<u>111,426.54)</u>
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	0.00 (	49,088.91) (	111,315.70)		111,315.70

40 -CAPITAL PROJECTS FUND

58.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>					
<u>INVESTMENT INCOME</u>					
40-4400 Interest Income	0.00	15.40	110.84	0.00 (	110.84)
TOTAL INVESTMENT INCOME	0.00	15.40	110.84	0.00 (	110.84)
<hr/>					
<u>DONATIONS & IN LIEU</u>					
40-4800 Other Income	0.00	0.00	0.00	0.00	0.00
40-4910 Debt Proceeds	0.00	0.00	0.00	0.00	0.00
40-4911 Bond Premium	0.00	0.00	0.00	0.00	0.00
40-4912 Issuance Cost	0.00	0.00	0.00	0.00	0.00
TOTAL DONATIONS & IN LIEU	0.00	0.00	0.00	0.00	0.00
<hr/>					
TOTAL REVENUES	0.00	15.40	110.84	0.00 (	110.84)
	=====	=====	=====	=====	=====

40 -CAPITAL PROJECTS FUND

58.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>NON-DEPARTMENTAL</u>					
<u>ADMIN EXPENSE</u>					
40-500-5203 Bank Fees	0.00	0.00	0.00	0.00	0.00
TOTAL ADMIN EXPENSE	0.00	0.00	0.00	0.00	0.00
<u>OTHER EXPENSES</u>					
40-500-5601 Capital Outlay	0.00	0.00	0.00	0.00	0.00
40-500-5616 S. Piney Pt/Blalock Rd	0.00	0.00	22,422.55	0.00 (	22,422.55)
40-500-5617 Smithdale/Claymore	0.00	0.00	0.00	0.00	0.00
40-500-5640 Batch 1 Projects	0.00	0.00	0.00	0.00	0.00
40-500-5641 Batch 1 - Preliminary	0.00	0.00	0.00	0.00	0.00
40-500-5655 Blalock/S. Piney Point	0.00	0.00	0.00	0.00	0.00
40-500-5660 Smithdale Estates Bypass	0.00	0.00	0.00	0.00	0.00
40-500-5670 N. Piney Point Road Project	0.00	49,104.31	89,003.99	0.00 (	89,003.99)
40-500-5675 Lanecrest Drainage Improvement	0.00	0.00	0.00	0.00	0.00
40-500-5702 Miscellaneous Expense	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	0.00	49,104.31	111,426.54	0.00 (	111,426.54)
<u>TRANSFERS</u>					
40-500-5901 Transfers In	0.00	0.00	0.00	0.00	0.00
40-500-5902 Transfers Out	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	0.00	49,104.31	111,426.54	0.00 (	111,426.54)
TOTAL EXPENDITURES	0.00	49,104.31	111,426.54	0.00 (	111,426.54)
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	49,088.91) (	111,315.70)		111,315.70

BALANCE SHEET

AS OF: JULY 31ST, 2019

99 -POOLED CASH FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
99-1101	Cash	1,354,138.00	
99-1510	DUE FROM GENERAL FUND	0.00	
99-1520	DUE FROM DEBT SERVICE	0.00	
99-1530	DUE FROM SPECIAL REVENUE	0.00	
99-1540	DUE FROM CAPITAL PROJECTS	0.00	
99-1550	DUE FROM METRO FUND	0.00	
99-1599	Due From Other Funds	<u>2,427.84</u>	
			<u>1,356,565.84</u>
TOTAL ASSETS			1,356,565.84
=====			
LIABILITIES			
=====			
99-2000	Accounts Payable	4,163.84	
99-2190	Due to Other Funds	<u>1,352,402.00</u>	
	TOTAL LIABILITIES		<u>1,356,565.84</u>
EQUITY			
=====			
99-3000	Fund Balance	<u>0.00</u>	
	TOTAL BEGINNING EQUITY	0.00	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>0.00</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			1,356,565.84
=====			

Council Agenda Item Cover Memo

8/26/2019
Date of Meeting

To: Mayor and City Council

Agenda Item:

Discuss and take possible action on the Engineer's Report

SUMMARY/BACKGROUND (WHY): The City has requested that updates to current projects be summarized in an Engineer's Report. The Engineer's Report for this month includes updates to the Surrey Oaks Project, the Beinhorn Project, the Wilding Lane Project, the 2019 Maintenance Project, other various maintenance projects, and future projects.

STAFF RECOMMENDATION: _____

ESTIMATED COST: NA **FUNDING SOURCE:** Bond, City, and Metro Funds

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

PREPARED BY: Joe Moore

ATTACHMENTS: Yes



Engineer's Status Report

City of Piney Point Village

HDR Engineering, Inc.

City Council Meeting Date: August 26, 2019

1. Surrey Oaks Paving & Drainage Improvements

The Surrey Oaks Project is currently advertising. The advertisement and bid schedule for the project is as follows:

- 1st Advertisement: 8/14/2019
- 2nd Advertisement: 8/21/2019
- Pre-Bid Conference: 8/27/2019 @ 10:00 AM – City Hall
- Bid Opening: 9/12/2019 @ 10:00 AM – City Hall
- Submit Bid & LOR at Council: September Council Meeting (special or regular meeting)
- Start Construction: early October

A pre-construction meeting will be held with the residents on Surrey Oaks once a Contractor is under contract. The intent of the meeting is to introduce the residents to the Contractor's superintendent and discuss the construction process in a little more detail.

2. Beinhorn Drainage & Sidewalk Improvements Project

The design of the Beinhorn project is nearly complete as the design as the plans have been QC reviewed and HDR is currently address comments from the review. The plans have also been submit to the MVWA for review and comment. An Opinion of Probable Construction Cost (OPCC) has been prepared on these design plans. The OPCC and request for authorization to advertise and bid the project are included in a separate agenda item.

3. Wilding Lane Drainage & Paving Improvements Project

HDR has completed the 30% design plan and preliminary engineering report for the Wilding Lane Drainage & Paving Improvements Project. The PER is being presented in a separate agenda item and a copy of the PER has been distributed to each Councilman. HDR will address any comments received from the City and Council after the presentation.

After the Council meeting, HDR will schedule a meeting with residents on Wilding Lane to present the PER and discuss the project. It is anticipated that HDR will deliver the finalized PER addressing any comments received from the City, Council, or residents in September and request authorization to proceed with the final design phase services.

4. City of Houston – Windermere Project

The City of Houston (COH) reported that they have begun the condemnation process to resolve the issues with #17 Windermere. They reported that this process may take



anywhere from 4-6 months. The COH plans on asking the Contractor to demobilize and remove their equipment from the site as well as reestablish an 8-foot tall wooden fence along the easement at #18 Windermere where the wooden fence was removed for construction. A gate will also be installed to restrict access to the easement until the Contractor can be remobilized and the project is restarted. The City of Houston anticipated completing this work by August 23, 2019.

5. 2019 Maintenance Project (#2 White Pillars & various Concrete Point Repairs)

HDR has processed the survey data and drawn backgrounds in CADD. We have also performed survey verification in the field. HDR is requesting that the surveyor go back on site to pick up some missing information found during survey verification. HDR is continuing with the design.

6. Illuminated Crosswalk Signage

Council approved the installation of the illuminated crosswalk signage at the previous Council meeting contingent upon a 50/50 split in cost with the City of Bunker Hill Village. HDR has sent all information about the signage to the City of Bunker Hill who will be coordinating approval with their Council.

7. North Piney Point Road Asphalt Repair

As previously discussed, there is a small pothole in the asphalt overlay at North Piney Point Road and Quail Hollow. The asphalt overlay was applied in 2 – 1.5” lifts. It appears the top 1.5” layer slipped and eventually chipped away. This could be due to an issue with the tack coat at that particular location.

HDR is communicating with multiple contractors to get a quote to repair the pot hole as soon as possible.

8. Future Projects

At Council’s request, HDR has identified multiple projects for the City to consider performing. HDR has also completed the Master Drainage Study Update and has held a workshop with the City to discuss the Study. The Study Update identifies solutions to drainage issues throughout the City. As a result of the workshop, the City has proceed with a design plans for Beinhorn Road and a preliminary engineering report for Wilding Lane. Homes on both streets have previously reported flooding and water frequently overwhelms the roadside ditches filling yards and overtopping the streets. Multiple cul-de-sac streets stemming off of the larger drainage projects the City has completed are good candidates for future drainage improvements projects as further outlined in the Master Drainage Study Update.



An additional drainage project is the replacement of the 96-inch CMP along S. Piney Point Road.

A list of potential streets for paving improvements includes the following:

- Memorial Drive from San Felipe to Greenbay (Asphalt)
 - Beginning to show signs of failure
 - Completed point repairs in 2015 and November 2017
 - Several other locations will need point repairs in future
 - Last repaved in 2005
 - Typical lifespan of asphalt road with that level of traffic is 12-15 years.
 - Opinion of Probable Construction Costs (OPCC) –
 - Asphalt Reclamation - \$746,740.00
 - Concrete Pavement - \$1,623,460.00
- Arrowwood Circle (Asphalt)
- S. Piney Point Road (Asphalt)
- Grecian Way (Asphalt)
- Lanecrest (Asphalt)
- Crack Sealing on Various Streets

9. Current Anticipated Piney Point Project Schedules:

The following is a summary of anticipated project schedules for projects in various phases throughout the City. Please be aware that the schedules are approximate and subject to the weather, utility company reviews, City and County reviews, and other unforeseen circumstances that may develop as each project progresses. HDR will submit an updated schedule with each engineer's report.

- **Surrey Oaks Paving & Drainage Improvements**
 - Anticipated Schedule –
 - Advertise for Bidding – August 2019
 - Bid Opening – September 12, 2019
 - Award Contract – September Special Meeting (mid-September)
 - Construction Notice to Proceed – October 2019
 - Construction Completion Date – May 2020
- **Beinhorn Drainage & Sidewalk Improvements Project**
 - Anticipated Schedule –
 - Advertise for Bidding – September
 - Bid Opening – October
 - Award Contract – October Council Meeting
 - Construction Notice to Proceed – November
 - Construction Completion Date – May 2020
- **Wilding Lane Drainage & Paving Improvements Project**
 - Anticipated Schedule –
 - Proposal Approved – 4/22/2019
 - PER Completion – late August
 - PER Presentation to Council – 8/24/2019



- Resident Meeting – mid-September
 - Final Design Authorization – September Council Meeting
 - Final Design Completion – January 2020
 - Authorization for Bidding – February 2020
 - Advertise for Bidding – February 2020
 - Bid Opening – March 2020
 - Award Contract – April 2020
 - Construction Notice to Proceed – May 2020
 - Construction Completion Date – February 2021
- **2019 Maintenance Project (#2 White Pillars & Various Concrete Point Repairs)**
 - Anticipated Schedule –
 - Proposal Approved – 6/24/2019
 - Final Design Completion – September 2019
 - Authorization for Bidding – September Council Meeting
 - Advertise for Bidding – October 2019
 - Bid Opening – November 2019
 - Award Contract – November 2019
 - Construction Notice to Proceed – January 2020
 - Construction Completion Date – April 2020

Council Agenda Item Cover Memo

8/26/2019

Date of Meeting

To: Mayor and City Council

Agenda Item:

Discuss and take possible action on a request to publicly advertise and bid the Beinhorn Drainage and Sidewalk Improvements Project

SUMMARY/BACKGROUND (WHY): HDR has completed the design of the Beinhorn Drainage and Sidewalk Improvements Project and is requesting permission to publicly advertise and bid the Contract Documents (plans and specifications). Once bid, HDR will evaluate the bids, research references obtained from the low bidder, and present a recommendation to Council based on the bids received. Attached is the final Opinion of Probable Construction Cost.

STAFF RECOMMENDATION: _____

ESTIMATED COST: \$1,023,720 **FUNDING SOURCE:** City Funds

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

PREPARED BY: Joe Moore

ATTACHMENTS: Yes

Beinhorn Drainage and Paving Improvements Project

City of Piney Point Village

HDR Job No. 19-020

OPINION OF PROBABLE CONSTRUCTION COSTS

Beinhorn

Item	Item Description	Unit	Quantity	Unit Price	Cost
PAVING ITEMS					
1	Remove and replace 6" thick reinforced concrete driveway, including proof rolling, level up sand, and full depth saw cut, complete in place, the sum of:	S.Y.	340	\$75.00	\$25,500.00
2	Temporary driveways, complete in place, the sum of:	EA.	9	\$700.00	\$6,300.00
3	4" thick reinforced concrete walkway, complete in place, the sum of:	S.F.	17,500	\$6.00	\$105,000.00
4	Remove, salvage, and reinstall post mailbox, complete in place, the sum of:	EA.	1	\$350.00	\$350.00
5	Remove and reset brick mailbox, complete in place, the sum of:	EA.	3	\$700.00	\$2,100.00
6	Remove, store, and reset existing traffic sign, complete in place, the sum of:	EA.	7	\$400.00	\$2,800.00
7	Curb ramp with detectable warning pavers, in conformance with ADA requirements, complete in place, the sum of:	EA.	7	\$1,800.00	\$12,600.00
8	Full depth asphalt point repair for storm sewer, complete in place, the sum of:	S.Y.	250	\$100.00	\$25,000.00
9	24" wide solid white Type I reflective pavement markers (thermoplastic), complete in place, the sum of:	L.F.	35	\$11.50	\$402.50
10	12" wide solid Type I reflective pavement markers (thermoplastic), complete in place, the sum of:	L.F.	300	\$5.50	\$1,650.00
11	Flashing crosswalk sign system, complete in place, the sum of:	L.S.	1	\$20,000.00	\$20,000.00
12	Traffic Control, complete in place, the sum of:	L.S.	1	\$30,000.00	\$30,000.00
13	SWP3 Plan, complete in place, the sum of:	L.S.	1	\$3,000.00	\$3,000.00
Paving Items Total:					\$234,702.50

DRAINAGE ITEMS

14	Remove and dispose of existing storm sewer, complete in place, the sum of:	L.F.	500	\$15.00	\$7,500.00
15	Remove and dispose of existing storm sewer inlet/manhole, complete in place, the sum of:	EA.	3	\$550.00	\$1,650.00
16	12" PVC for yard drain connections, all depths, complete in place, the sum of:	L.F.	500	\$70.00	\$35,000.00
17	Proposed connection to existing yard drain, complete in place, the sum of:	E.A.	16	\$250.00	\$4,000.00
18	24" RCP Storm Sewer, including bedding and backfill, complete in place, the sum of:	L.F.	65	\$110.00	\$7,150.00
19	36" RCP Storm Sewer, including bedding and backfill, complete in place, the sum of:	L.F.	75	\$160.00	\$12,000.00
20	24" HDPE storm sewer including bedding and backfill, complete in place, the sum of:	L.F.	1,125	\$90.00	\$101,250.00
21	36" HDPE all depths, including bedding and backfill, complete in place, the sum of:	L.F.	550	\$135.00	\$74,250.00
22	42" HDPE all depths, including bedding and backfill, complete in place, the sum of:	L.F.	825	\$160.00	\$132,000.00
23	Proposed Type E Inlet, including bedding and backfill, complete in place, the sum of:	E.A.	8	\$4,000.00	\$32,000.00
24	5'x4' box manhole with Type E Inlet top, including bedding and backfill, complete in place, the sum of:	E.A.	5	\$5,000.00	\$25,000.00
25	6'x4' box manhole with Type E Inlet top, including bedding and backfill, complete in place, the sum of:	E.A.	9	\$6,000.00	\$54,000.00
26	Tie-in existing storm sewer to proposed box manhole, complete in place, the sum of:	EA.	1	\$1,900.00	\$1,900.00
27	Trench safety for all storm sewers greater than 5' deep, complete in place, the sum of:	L.F.	2,000	\$2.00	\$4,000.00
28	Adjust existing valve box, meter box, or cleanout to be flush with top of pavement or finished grade, complete in place, the sum of:	E.A.	2	\$300.00	\$600.00
29	Remove and dispose of existing water line, complete in place, the sum of:	L.F.	85	\$20.00	\$1,700.00
30	4" PVC C900 (DR18) water line by open-cut or augered construction, all depths, complete in place, the sum of:	L.F.	25	\$40.00	\$1,000.00
31	4" Wet Connection, complete in place, the sum of:	EA.	2	\$600.00	\$1,200.00
32	6" PVC C900 (DR18) water line by open-cut or augered construction, all depths, complete in place, the sum of:	L.F.	65	\$50.00	\$3,250.00
33	6" Wet Connection, complete in place, the sum of:	EA.	6	\$800.00	\$4,800.00
Drainage Items Total:					\$504,250.00

TREE PROTECTION ITEMS

34	Remove tree 3"-11.99", complete in place, the sum of:	EA.	10	\$500.00	\$5,000.00
35	Remove tree 12"-23.99", complete in place, the sum of:	EA.	9	\$1,000.00	\$9,000.00
36	Clearance prune, complete in place, the sum of:	EA.	27	\$100.00	\$2,700.00
37	Tree protection fence, complete in place, the sum of:	L.F.	70	\$10.00	\$700.00
38	Root pruning trench, complete in place, the sum of:	L.F.	1,160	\$10.00	\$11,600.00
39	Hazard prune-crown cleaning prune, complete in place, the sum of:	EA.	1	\$500.00	\$500.00
Tree Protection Items Total:					\$29,500.00

SUPPLEMENTAL ITEMS

40	Cement Stabilized Sand, complete in place, the sum of:	C.Y.	20	\$35.00	\$700.00
41	Type A HMA black base, complete in place, the sum of:	C.Y.	20	\$270.00	\$5,400.00
42	Adjust existing valve box, meter box, or cleanout to be flush with top of pavement or finished grade, complete in place, the sum of:	E.A.	6	\$300.00	\$1,800.00
43	12-inch gate valve box, complete in place, the sum of:	E.A.	2	\$1,000.00	\$2,000.00
44	Install long side water service, complete in place, the sum of:	E.A.	7	\$1,400.00	\$9,800.00
45	Install long side sewer service, complete in place, the sum of:	E.A.	3	\$2,000.00	\$6,000.00
46	Install short side water service, complete in place, the sum of:	E.A.	1	\$900.00	\$900.00
47	Install short side sewer service, complete in place, the sum of:	E.A.	6	\$1,000.00	\$6,000.00
48	Additional footage for water service, complete in place, the sum of:	L.F.	50	\$15.00	\$750.00
49	Additional footage for sewer service, complete in place, the sum of:	L.F.	50	\$25.00	\$1,250.00
50	Piezometers, complete in place, the sum of:	E.A.	2	\$400.00	\$800.00
51	Bank sand, complete in place, the sum of:	C.Y.	20	\$15.00	\$300.00
52	Well pointing for storm sewers, complete in place, the sum of:	L.F.	100	\$10.00	\$1,000.00
53	Wet condition bedding, complete in place, the sum of:	L.F.	100	\$10.00	\$1,000.00
Supplemental Items Total:					\$37,700.00

GRECIAN WAY ITEMS

1	Remove & Replace 6" Concrete Driveway, complete in place, the sum of:	S.Y.	90	\$75.00	\$6,750.00
2	Remove and replace 4" thick reinforced concrete walkway, complete in place, the sum of:	S.F.	60	\$7.00	\$420.00
3	Remove, salvage, and reinstall post mailbox, complete in place, the sum of:	EA.	1	\$350.00	\$350.00
4	Remove and dispose of existing storm sewer, complete in place, the sum of:	L.F.	110	\$15.00	\$1,650.00
5	Remove and dispose of existing storm sewer inlet/manhole, complete in place, the sum of:	EA.	1	\$550.00	\$550.00
6	12" PVC for yard drain connections, all depths, complete in place, the sum of:	LF	150	\$70.00	\$10,500.00
7	Insert 12" PVC into existing 24" RCP culvert and grout annulus, complete in place, the sum of:	EA	1	\$2,000.00	\$2,000.00
8	Proposed connection to existing yard drain, complete in place, the sum of:	EA	12	\$250.00	\$3,000.00
9	18" HDPE Storm Sewer, including bedding and backfill, complete in place, the sum of:	L.F.	55	\$75.00	\$4,125.00
10	24" HDPE Storm Sewer, including bedding and backfill, complete in place, the sum of:	L.F.	325	\$90.00	\$29,250.00
11	24" RCP Storm Sewer, including bedding and backfill, complete in place, the sum of:	L.F.	140	\$110.00	\$15,400.00
12	Proposed Type A Inlet, including bedding and backfill, complete in place, the sum of:	EA.	9	\$3,000.00	\$27,000.00
13	Full depth aphalt point repair for storm sewer, complete in place, the sum of:	S.Y.	120	\$100.00	\$12,000.00
14	Remove and dispose of existing water line, complete in place, the sum of:	L.F.	55	\$20.00	\$1,100.00
15	4" PVC C900 (DR18) water line by open-cut or augered construction, all depths, complete in place, the sum of:	L.F.	55	\$40.00	\$2,200.00
16	4" Wet Connection, complete in place, the sum of:	EA.	2	\$600.00	\$1,200.00
17	Remove tree 3"-11.99", complete in place, the sum of:	EA.	1	\$500.00	\$500.00
18	Remove tree 12"-23.99", complete in place, the sum of:	EA.	4	\$1,000.00	\$4,000.00
19	Clearance prune, complete in place, the sum of:	EA.	5	\$100.00	\$500.00
20	Tree protection fence, complete in place, the sum of:	L.F.	100	\$10.00	\$1,000.00
21	Root pruning trench, complete in place, the sum of:	L.F.	100	\$10.00	\$1,000.00
Grecian Way Items Total:					\$124,495.00

Paving Items Total:	\$234,702.50
Drainage Items Total:	\$504,250.00
Tree Protection Items Total:	\$29,500.00
Supplemental Items Total:	\$37,700.00
Beinhorn Total Construction Cost:	\$806,152.50
Grecian Way Total Construction Cost:	\$124,495.00
Contingency (10%):	\$93,065.00
Total Opinion of Probable Construction Costs:	\$1,023,720.00

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

Council Agenda Item Cover Memo

8/26/2019

Date of Meeting

To: Mayor and City Council

Agenda Item:

Discuss and take possible action on authorization of Bidding Phase Services for the Beinhorn Drainage and Paving Improvements Project.

SUMMARY/BACKGROUND (WHY): Council previously approved a portion of HDR's proposal for Professional Engineering Services for the Beinhorn Drainage and Paving Improvements Project to provide design phase, geotechnical, urban forestry, traffic control, and SWPPP. Council requested that HDR present the proposal for the same project for the Professional Engineering Services to provide bid phase services associated with the advertisement, bidding, bid evaluation and letter of recommendation tasks for the project. HDR is also seeking approval of costs for submitting the plans to the TDLR for their review and inspections. The proposal is attached for reference – *for clarification, this is the same proposal (scope and fees) presented and approved by Council in February 2019; HDR is only seeking approval of the bid phase services.*

STAFF RECOMMENDATION: _____

ESTIMATED COST: See Attached

FUNDING SOURCE: _____

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

PREPARED BY: Joe Moore

ATTACHMENTS: Yes



February 20, 2019

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

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

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

GENERAL OVERVIEW

This proposal provides a description of the engineering services required for the drainage and sidewalk improvements for Beinhorn Road in the City of Piney Point Village. The improvements consist of the installation of a storm sewer and sidewalk on the south side of the road from North Piney Point Road to Hedwig Road.

PROJECT UNDERSTANDING:

The drainage system on Beinhorn Road consists of a 24-inch storm sewer system on the north side that serves the City of Hedwig Village and an open ditch and driveway culvert system on the south side of the road. It was noted in the 2010 Master Drainage Study that the driveway culverts were undersized and ditches were in need of regrading. The existing driveway culverts are also not set at elevations to provide for adequate slope on the ditch. The proposed drainage improvements on Beinhorn Road consists of the installation of a storm sewer system on the south side of the road with storm sewer ranging in size from 42-inch storm sewer starting at Hedwig Road to a 24-inch storm sewer near North Piney Point Road.

It has been reported that significant ponding and sheet flow occur on Grecian Way during heavy rain events due to insufficient drainage systems on Beinhorn Road and Grecian Way. The drainage system on Grecian Way consists primarily of open ditches and driveway culverts with the exception of an 18-inch storm sewer at 610 Grecian Way. This storm sewer is very shallow and approximately half of the pipe is exposed above ground. The overall system is shallow and culverts are not set at elevations which allow for adequate slopes on the ditch. The proposed improvements include the installation of 24-

inch storm sewer and inlets starting at the proposed storm sewer on Beinhorn Road and continuing south to the cul-de-sac.

The proposed improvements also include the installation of a 7-foot wide sidewalk on the south side of Beinhorn Road from North Piney Point Road to Hedwig Road. The proposed sidewalk will tie-into the existing sidewalks on both streets.

The City obtained survey of Beinhorn Road in 2015 for the Beinhorn Paving Improvements Project and survey of Grecian Way in 2017 under the on-going services contract. Survey for both of these streets will be utilized for this project.

The engineer's opinion of probable construction costs for the above described projects is \$1,011,530.00

SCOPE OF SERVICES

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

I. DESIGN PHASE SERVICES

A. Basic Design Phase Services

- Hold a "kick-off" meeting with City staff to finalize the requirements for the project.
- Review available historical information (record drawings, reports/studies, GIS data, etc.)
- Research and gather information on private utilities (i.e. gas, electrical, telephone, pipelines, etc.) along the project alignment.
- Perform site visit to verify survey and identify any other information that would impact design and construction.
- Examine geotechnical information to determine potential soil conditions, ground water conditions, and potential impact on construction methodology and construction costs.
- Prepare drainage area maps based on previously identified drainage areas.
- Prepare hydraulic calculations for the plan set.

- **Prepare plan cover sheet, general notes, survey control, project layout, 90% plan/profile drawings, and detail sheets.**
- **Prepare contract documents and specifications.**
- **Coordinate with the Memorial Villages Water Authority (M.V.W.A.) during the design process and provide draft documents for review and comment. Incorporate appropriate comments with the final bid documents.**
- **Submit 90% plans to private utility companies for review and incorporate utility company markups in the final bid documents.**
- **Assist the City in obtaining and/or securing approvals required public and private utilities affected by this project. This assistance will involve the usual and expected coordination for the approval process. When the process involves work beyond the expected, such as; special submittals, additional designs, appearances at special meetings, coordination of utility/pipeline excavation efforts, permitting applications, etc., such work falls under the Additional Services portion of this proposal. All permit fees will be the responsibility of the City of Piney Point Village.**
- **Prepare an engineer's opinion of probable construction costs to reflect the 90% design.**
- **Provide a set of 90% plans and specifications to the City for their review and comment.**
- **Prepare contract documents including plans, specifications, and bidding documents associated with the design and the project addressing City comments from the 90% review for bidding.**
- **Provide a set of Contract Documents to the City.**
- **A presentation of the design plans or public meeting with residents is not included in this scope of services. If the City determines that a public meeting is warranted, HDR will perform such services under the existing on-going contract with the City**

B. Special Services

1. Geotechnical Services

- The City also obtained soil borings from Tolunay-Wong Engineers during the Beinhorn Paving Improvements Project. The previous soil boring information will be used to provide recommendation for this project.
- Review the Tolunay-Wong Engineers geotechnical report to provide a memo containing geotechnical recommendations for the design and construction of the proposed storm sewer and sidewalk improvements.
- Provide OSHA recommendations for shallow open-cut excavations and recommendations for bedding and backfill of the gravity storm sewer pipes in accordance with the City of Houston standards.

The above scope items as based on the following assumptions:

- The proposed sewer line is outside the edges of pavement except for storm sewer crossings perpendicular to the road
- The existing ditch will be filled in and grate inlets will feed into the proposed storm sewer
- No additional geotechnical field investigation is planned
- The proposed storm sewer will be placed less than 10-feet below grade and existing geotechnical borings are 10 to 15-feet below grade along the proposed alignment
- Environmental and geologic fault studies are beyond the scope of the study

2. Urban Forestry Services

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

3. Traffic Control Plan

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

4. Storm Water Pollution Protection Plan

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

5. TDLR Review, Inspection, and Filing

- HDR will utilize a subconsultant that specializes in the reviewing and approval process of projects that require a formal review by the TDLR. This is required for this project to meet the requirements of the Americans with Disabilities Act with regards to accessibility standards.

II. BID PHASE SERVICES

A. Basic Services

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

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

III. CONSTRUCTION PHASE SERVICES

A. Basic Services – Construction Management

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

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

1. Material Testing

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

2. Full Time Site Representation Services

- Provide one construction observer (on-site representative) to observe the daily progress of construction activities and to assist in the interpretation of plans and specifications. The estimated construction duration for the project will be 6 months. The on-site representative will be on site an average of 40 hours a week for the project.
- Provide support to the on-site representative through supervisory and administrative services.
- Provide engineering and technical office personnel support throughout construction. This is to attend project progress meetings, provide on-site support to address Contractor's questions, resident's concerns and conflict issues.
- In the event of rain days where construction may be hindered or stopped, the representative will be on-site long enough to verify that inclement weather has occurred and the associated impact on the Contractor and construction.
- The on-site representative shall maintain daily reports.
- The on-site representative will coordinate with the Contractor's representative to estimate quantities installed on the project. The on-site representative will review the Contractor's quantity measurements prior to HDR's project manager processing the Contractor's periodic monthly payment request.
- The on-site representative will aid in the coordination of activities of the testing laboratory.
- The on-site representative will coordinate with the City and the Contractor for construction scheduling, resident notification, and complaints.

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

ADDITIONAL SERVICES

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

defective or neglected work of Contractor(s), (3) prolongation of the construction contract time, (4) acceleration of the progress schedule involving services beyond normal working hours and (5) default of Contractor.

- HDR will endeavor to appraise the City of any potential additional or extended services that may result from the above listed items, prior to HDR's expenditure of time on such services. As previously noted, any such extended or additional services shall only be performed when directed by the City to HDR.

FEE SCHEDULE

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

<u>Beinhorn Drainage and Sidewalk Improvements Project</u>	<u>Total Fees</u>
Design Phase (Lump Sum)	\$ 64,975.00 - Previously Approved
Geotechnical Services (Lump Sum)	\$ 2,500.00 - Previously Approved
Urban Forestry Services (Cost + 10%)	\$ 6,500.00 - Previously Approved
Traffic Control (Lump Sum)	\$ 3,370.00 - Previously Approved
Storm Water Pollution Protection Plan (Lump Sum)	\$ 2,100.00 - Previously Approved
TDLR Review, Inspection, and Filing (Cost + 10%)	\$ 2,000.00 - SEEKING APPROVAL
Bid Phase (Lump Sum)	\$ 5,900.00 - SEEKING APPROVAL
Construction Management (Lump Sum)	\$ 30,200.00
Full Time Site Observation (Not to Exceed) -Time & Materials	\$142,000.00
*Construction Material Testing (Not to Exceed) -Time & Materials	\$ 23,900.00

Belnhorn Road Drainage and Sidewalk Improvements Project**\$283,445.00**

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

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

Construction	\$1,011,530.00
Engineering	\$ 141,445.00
<u>Observation Fees</u>	<u>\$ 142,000.00</u>
Total Project Cost	\$1,294,975.00

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

SCHEDULE

It is estimated that the schedule to accomplish the Design Phase is four (4) months from the date of authorization to proceed, the bid phase will be one (1) month, execution of the contract document will be one (1) month, and construction will take approximately six(6) months.

INVOICES

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

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

Sincerely

HDR ENGINEERING, INC.



David Weston
Vice President/Department Manager

Acceptance: City of Piney Point Village, Texas

By:



Date:

3/13/19

Council Agenda Item Cover Memo

8/26/2019

Date of Meeting

To: Mayor and City Council

Agenda Item:

**Discuss and take possible action on the Wilding Lane Drainage and Paving Improvements
PER Presentation**

SUMMARY/BACKGROUND (WHY): HDR has finished the PER and 30% design for the Wilding Lane Drainage and Paving Improvements Project and is presenting the findings from the preliminary design.

STAFF RECOMMENDATION: _____

ESTIMATED COST: N/A **FUNDING SOURCE:** _____

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

PREPARED BY: Joe Moore

ATTACHMENTS: Yes

**MINUTES
THE CITY OF PINEY POINT VILLAGE
REGULAR COUNCIL MEETING
MONDAY, JULY 22, 2019**

THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE MET IN A REGULAR MEETING ON MONDAY, JULY 22, 2019 AT 6:30 P.M. AT CITY HALL, 7676 WOODWAY, SUITE 300 HOUSTON, TEXAS, 77063 TO DISCUSS THE AGENDA ITEMS LISTED BELOW.

COUNCIL MEMBERS PRESENT: Mayor Mark Kobelan, Pro Tem Joel Bender, Dale Dodds, Henry Kollenberg, Brian Thompson

ABSENT: Council Member Michael Herminghaus

CITY STAFF: Roger Nelson, City Administrator; Karen Farris, City Secretary; Annette Arriaga, Director of Planning & Development; David Olson, City Attorney; Joe Moore, City Engineer

DECLARATION OF QUORUM AND CALL TO ORDER

Mayor Kobelan called the meeting to order at 6:30 p.m.

PLEDGE OF ALLEGIANCE

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

There were no citizens wishing to address council.

1. Discuss and take possible action on the MVPD monthly report

A. Proposed 2020 Budget in the amount of \$1,949,987

B. Amendment to 2019 Budget – ALPR project in the amount of \$44,000

Commissioner Huguenard reported to Council, for FY2018 the City received a refund in the amount of \$102,688. This refund represents the City's portion of FY2018 audited surplus.

Commissioner Huguenard presented the Proposed 2020 Budget in the amount of \$1,949,987. The Proposed 2020 Budget was amended to address the concerns over methodology, funding, certain capital projects; and Hunter's Creek's stipulation that they would not approve a total budget increase in excess of 6%. Commissioner Huguenard explained that a 1% increase for the 457 employee contribution to retirement was removed; however, the Police Commission will return to Council in the near future to fund this item.

Commissioner Huguenard explained to Council the Amendment to the 2019 Budget

and the ALPR project. This amendment to the FY2019 budget authorizes the use of funds in the form of a surplus of salaries to fund the ALPR cost in the amount of \$44,000. Piney Point's share being \$14,667 to start the ALPR project.

Council Member Bender made a motion to approve the Proposed 2020 Budget in the amount of \$1,949,987. Council Member Dodds seconded the motion and it passed unanimously.

Council Member Kollenberg made a motion to approve the Amendment to 2019 Budget – ALPR project in the amount of \$44,000. Council Member Bender seconded the motion and it passed unanimously.

Commander Eric Jones presented the MVPD monthly report.

- Overview of monthly reports
- Recruitment and hiring. He reported to Council the police department is working on recruiting; but, as is with all the other agencies, they are struggling to get good applicants. They have just drafted a new recruiting and information brochure.
- Commander Jones updated Council on the Paladin Drones. The 3-month trial period ended 07/5/2019. They may return occasionally for additional equipment testing.
- A complete audit was conducted of the evidence and property room. Every item was accounted for.
- Commander Jones also reported to Council that the warrants and arrests have doubled based on traffic stops.

2. Discuss and take possible action on the VFD monthly report

A. Proposed 2020 Budget

Deputy Chief Will Wyatt presented the monthly report for the VFD. He reported on:

- Fire and EMS type incidents
- response times
- All equipment is operational and in service,
- Staff injuries
- Recruitment and testing

Fire Commissioner Nash reported to Council on the following:

- VFD will need approval to use the FY2018 surplus funds
- amend the FY2019 budget
- approve the FY2020 budget at the next Council meeting
- update or replace the dispatch software
- highlights to the budget include:
 - a 3% salary increase which consist of a 2% step change and 1% COLA
 - maintain 457 retirement plan with a 2% contribution
 - rolling stock remained the same, but may increase next year
- Budget is up 6.43% vs. FY2019 Budget, the Fire Department does not anticipate additional changes to the fire station renovation until bids are received towards the end of the year.

3. Discuss and take possible action on the Mayor's monthly report, including but not limited to:

Mayor Kobelan reported:

- **Esplanade Landscaping** – Landscaping at Memorial Dr. and N. Piney Point Dr. has been completed.
- **Kinkaid Yews** – Kinkaid was in agreement with planting Japanese Yews with 4 ft. spacing and a minimum of 5 feet tall when planted. Kinkaid agreed to finish within 30 days.

4. Discussion and take possible action on the City Administrator's monthly report, including but not limited to:

• **June 2019 Financials**

The City Administrator presented the June 2019 Financials to Council. There are a few items to discuss in Executive Session. The City Administrator will be out of the office beginning Friday and returning the following week.

5. Discuss and take possible action on the City Engineer's monthly report

The Engineer's Report for this month includes updates to:

- **Surrey Oaks Paving & Drainage Improvements:** The final design plans have been submitted to the Memorial Village Water Authority for review. Once comments have been incorporated, and signatures obtained, then the project will be ready for advertisement and bidding.
- **Beinhorn Drainage & Sidewalk Improvement Project:** HDR is finalizing the design of the storm sewer along Grecian. The finalized plans will be reviewed by Memorial Village Water Authority, the Urban Forester, TDLR and private utility companies. Pending these reviews, HDR anticipates the final design and Opinion of Probable Construction Costs will be presented at the August Council meeting.
- **Wilding Lane Drainage & Pavement Improvements Project:** HDR is finalizing and performing QC reviews of the 30% design and preliminary engineering report. HDR has obtained resident contact information from the City and will coordinate with Zeb Nash to complete the contact list.
- **City of Houston – Windermere Project:** City of Houston has begun the condemnation process to resolve the issues with #17 Windermere. The City of Houston will ask the contractor to remove their equipment and reestablish an 8-foot tall wooden fence along the easement at #18 Windermere where the previous fence was removed. A gate will also be installed to restrict access to the easement.
- **2019 Maintenance Project (#2 White Pillars & various Concrete Point Repairs):** HDR has begun the design phase. This includes the storm sewer improvements, Concrete point repairs on North Country Squire, Memorial Point, and Heritage Oaks. The sidewalk on the east side of North Piney Point Road from Beinhorn to Holiday Way will be included.
- **Illuminated Crosswalk Signage:** there is a separate agenda item
- **Memorial Drive – Asphalt Point Repairs – Greenbay to Lacewood:** HDR has solicited quotes. Contractors are very busy at this time of the year. Quotes received have been very high. It is recommended that the City postpone the

asphalt point repairs until later in the fall to catch Contractors when their workload is lighter or to combine with other projects.

- Future Projects: HDR has identified multiple projects
 - Drainage improvements along Beinhorn Road and Wilding Lane
 - Multiple cul-de-sac streets stemming off of larger drainage projects
 - Replacement of the 96-inch CMP along S. Piney Point Road
 - Paving improvements to Memorial Drive from San Felipe to Greenbay
 - Arrowwood Circle
 - S. Piney Point Road
 - Grecian Way
 - Lanecrest
 - Crack sealing on various streets
- Anticipated Piney Point Project Schedules:
 - Surrey Oaks Paving & Drainage Improvements: award contract mid-September

6. Discuss and take possible action on crosswalk bids

HDR discussed with Council illuminated crosswalk signage at the intersection of Quail Hollow Trail and Blalock Road. It appears that the City of Bunker Hill is interested in sharing the cost of the signs. The quotes for the new crosswalk signage include the installation of two signs with LED rapid flashing beacon light systems including poles, foundation, signs, push buttons, solar panels, and lights. Council Member Bender made a motion to accept the quote from Traffic Systems Construction, Inc. for an estimated cost of \$17,110 subject to the City of Bunker Hill's approval of sharing half of the cost. Council Member Thompson seconded the motion and it passed unanimously.

7. Discuss and take possible action on the minutes of the June 24, 2019 Council meeting

Council Member Bender made a motion to approve the Minutes of the June 24, 2019 Council meeting. Council Member Dodds seconded the motion and it passed unanimously.

8. Discuss and take possible action on future agenda items, meeting dates, etc.

Future agenda items:

- Change signal to a flashing yellow light at Piney Point Road and Memorial Drive
- Improved traffic signals

Meeting dates:

- Budget Workshop (August 15, 2019) – approve calendar
- September meetings – budget and tax rate; determine dates and then choose location starting with Memorial Drive Elementary
- Strategic Planning after the Budget

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

evaluation, reassignment, duties, discipline or dismissal of a public employee or to hear a complaint or charge against an officer or employee, specifically regarding Public Works/Code Enforcement position and renewal of City Administrator's employment agreement.

Council adjourned into a closed session at 7:50 p.m.

Council reconvened into open session at 8:46 p.m.

10. Action outside of Executive Session, if any

No formal action taken

11. Adjourn

Council Member Bender made a motion to adjourn. Council Member Thompson seconded the motion and it passed unanimously. The meeting adjourned at 8:46 p.m.

PASSED AND APPROVED this 26th day of August, 2019

Mark Kobelan
Mayor

Karen Farris
City Secretary