

**CITY OF PINEY POINT VILLAGE
CITY COUNCIL**

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



**PROVISIONAL COUNCIL CHAMBERS
201 KINKAID SCHOOL DR.
HOUSTON, TEXAS 77024**

Robert Pennington, City Administrator
David Olson, City Attorney

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

**THE CITY OF PINEY POINT VILLAGE
REGULAR COUNCIL MEETING
MONDAY, JUNE 24, 2024
6:00 PM**

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE WILL HOLD A REGULAR COUNCIL MEETING ON MONDAY, JUNE 24, 2024, AT 6:00 P.M. LOCATED AT 201 KINKAID SCHOOL DR, HOUSTON, TX 77024, TO DISCUSS THE AGENDA ITEMS LISTED BELOW.

I. DECLARATION OF QUORUM AND CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

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

IV. NEW BUSINESS

1. Consideration and possible action on approval of the Council Meeting Minutes held on May 28, 2024.
2. Consideration and possible action on the Memorial Villages Police Department.
 - a) Update on activities.
 - b) MVPD 2025 Budget.
 - c) E-Bicycles (ORD 2024.04).
3. Consideration and possible action on the Village Fire Department.
 - a. Update on activities.
 - b. VFD 2025 Budget.
 - c. VFD Financials.
 - d. VFD Agendas & Minutes.
4. Consideration and possible action regarding the Mayor's Monthly Report.
 - a. July 4th Parade.

5. Consideration and possible action regarding the City Administrator's Monthly Report, including but not limited to:
 - a) Financial Related Items
 - i. Financial Report – May 2024.
 - ii. Property Tax Report.
 - iii. Disbursements (greater than \$10,000).
 - b) Temporary Space Amendment - 7660 Woodway Suite 593
 - c) Update on Current Specific Use Permit Projects.
 - d) Country Squire Gateway Easement Proposal.
6. Consideration and possible action regarding a resolution (RES 2024.05-H), the appointment to the Planning and Zoning Commission.
7. Consideration and possible action on quotes for the revisions of 7 Smithdale Estates storm inlet grates.
8. Consideration and possible action on quotes for installing gravel at the Wilding Lane turnout and removing broken curbs.
9. Consideration and possible action on quotes for the removal of existing school zone signs.
10. Consideration and possible action on the HDR proposal for engineering services for the Chuckanut project.
11. Consideration and possible action on the Engineer's Report.
12. Discussion on the overview of Piney Point Village's 2025 fiscal year budget.
13. Discuss and consider possible action on any future agenda items, meeting dates, and similar matters.
 - a) City Holiday – Thursday, July 4, 2024.
 - b) Beautification Meeting – Monday, July 8, 2024.
 - c) Engineering Meeting - Wednesday, July 10, 2024.
 - d) Regular Council Meeting – Monday, July 22, 2024.

V. EXECUTIVE SESSION

14. The City Council will now hold a closed executive meeting pursuant to the provision of Chapter 551, Texas Government Code, in accordance with the authority contained in:
 - e) **Section 551.071**- Consultation with City Attorney.
 - f) Reconvene into an open session.
15. Consideration and possible action on items discussed in the Executive Session.

VI. **ADJOURNMENT**

CERTIFICATION

I certify that a copy of the June 24, 2024, agenda of items to be considered by the Piney Point Village City Council was posted in a place convenient to the public on June 21, 2024, in compliance with Chapter 551 of the Texas Government Code.



Robert Pennington
City Administrator / City Secretary



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

TO: City Council

FROM: R. Pennington, City Administrator

MEETING DATE: June 24, 2024

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

Agenda Item: 1

Informational Summary

The following is the draft of minutes from the regular council meeting held on May 28, 2024. The practice of approving minutes at the following meeting allows for corrections while events are recent, formalizes them as the official record in a timely manner, supports legal compliance and accountability, and aligns with principles of effective meeting management and governance.

Recommendation

Staff recommends approving minutes from the council meeting on May 28, 2024.

MINUTES OF A CITY OF PINEY POINT VILLAGE REGULAR COUNCIL MEETING TUESDAY, MAY 28, 2024, 6:00 P.M. AT ECCLESIA CHURCH, 325 PINEY POINT ROAD, PINEY POINT VILLAGE, TEXAS.

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

City Representatives Present: Bobby Pennington, City Administrator; David Olson, City Attorney; James Huguenard, Police Commissioner; Solace Southwick, Police Commissioner; Ray Shultz, Police Chief; Henry Kollenberg, Fire Commissioner; Howard Miller, Fire Chief; Joe Moore, City Engineer; Annette Arriaga, Building Official Director; Michelle Yi, Finance Director.

I. Call To Order

- At 6:01 p.m., Mayor Dutt declared a quorum and called the meeting to order.

II. Pledge of Allegiance

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

III. Citizens Wishing to Address Council

- During the Council meeting, Councilmember Herminghaus (Raintree), speaking as a concerned citizen, brought up the issue of homelessness. He mentioned an incident involving a homeless person who had used a stolen shopping cart and was found sleeping in the park. He urged the Council to consider proposing an ordinance to address overnight camping in the parks.
- Zeb Nash (Wilding) commended the mayor, police, and fire chiefs for their response during the disaster. He suggested that the city post a list of contractors for residents to reference in cases of debris removal or home repair following a disaster.
- Laura Horn (Oaklawn) expressed her appreciation and communication with the city during the disaster.
- There were no further requests addressed to Council.

IV. Public Hearing

1. Public Hearing on the Specific Use Permit Request for Extended Hours at Memorial Drive Elementary School, 11202 Smithdale Road. Spring Branch Independent School District is seeking approval from the Planning and Zoning Commission and City Council to extend its work hours within the city. This extension is necessary to provide additional time for the builder, Marshall Construction, to meet the crucial timeline for the final completion of Memorial Drive Elementary School.

- Mayor Dutt opened the public hearing at 6:08 PM to allow the public to provide comments, testimony, or opinions on a proposed plan for Marshall Construction and Spring Branch Independent School District to extend its work hours at MDE.
- No one requested to address the council after the call.
- Mayor Dutt closed the hearing at 6:10 PM.

V. New Business

2. Consideration and possible action on an ordinance (ORD 05.2024-D) related to amending the Specific Use Permit Request for extended hours at Memorial Drive Elementary School, 11202 Smithdale Road.

- Geoff Bay (SBISD) and Travis Strickland (SBISD) presented information and addressed inquiries regarding the project timeline. Mr. Bay stated that the project is on schedule, only requesting additional time for unknown delays, such as the recent storm.
- The city received a letter from Jacqueline Wright (Wexford) regarding "extra hours" at MDE. City officials met with Ms. Wright, who firmly stated that she did not agree to extended work on Sundays within the village. The redline draft presented in the council packet addressed many of her other concerns.
- A proposed amendment to the ordinance has been presented, delineating the recommended work hours as follows: Monday through Friday from 6:00 am to 10:00 pm, Saturday from 6:00 am to 10:00 pm, and no work on Sunday. It is stipulated that no exterior work or construction activities shall take place outside the school building, irrespective of the noise level generated.

Furthermore, all vehicles are required to be parked on resident-only streets, and all worker breaks must occur within the confines of the building. It is mandated that all lights be deactivated by the conclusion of the Extended Hours period. Additionally, the workforce is to oversee adherence to the stipulated work hours and noise levels. It is proposed that fines be doubled.

- Councilmembers Bender and Curth led a discussion that the council reassess the timeline in July, to decide whether to extend the extended hours through September. After further deliberation, it was also made clear that the current ordinance will remain unchanged from the presented redline. However, an update is to be provided due to the time and notice required to make any amendments to the ordinance.
 - Councilmember Bender proposed approval of an ordinance (ORD. 2024.05-D) to modify the Specific Use Permit Request for extended hours at Memorial Drive Elementary School; as part of the proposal, SBISD is to present a status of extended hours requirements at the July council meeting. Seconded by Councilmember Dodds.
 - AYES: Herminghaus, Dodds, Bender, Rohde, and Curth.
 - NAYS: None.
 - The motion carried.
 - After the action, Councilmember Rohde inquired about the Temporary Certificate of Occupancy (TCO) status to complete the final landscaping. Attorney Olson confirmed that any topography requirements would be treated like any other TCO issue and would not impede the occupation of the facility.
- 3. Consideration and possible action on approval of the Council Meeting Minutes for; a) Regular Session Meeting Minutes held on April 15, 2024; b) Special Session Meeting Minutes held on May 14, 2024; and c) Special Session Meeting Minutes held on May 20, 2024.**
- Councilmember Herminghaus requested that May 20 minutes reflect on exploring the feasibility of converting utilities to underground infrastructure.
 - Councilmember Herminghaus moved to approve the Council Meeting Minutes for; a) Regular Session Meeting Minutes held on April 15, 2024; b) Special Session Meeting Minutes held on May 14, 2024; and c) Special Session Meeting Minutes held on May 20, 2024, as presented with the inclusion of Council's discussion in exploring underground utilities. Bender seconded the motion.
 - AYES: Herminghaus, Dodds, Bender, Rohde, and Curth.
 - NAYS: None.
 - The motion carried.
- 4. Hear and accept the City of Piney Point Village's annual financial report and audit presentation for fiscal year 2023 by independent auditor BrooksWatson & Co.**
- Luis Breedlove from Brooks-Watson delivered the presentation. The city received an unmodified or clean opinion.
 - Councilmember Bender motioned to accept the annual financial report. Herminghaus seconded the motion.
 - AYES: Herminghaus, Dodds, Bender, Rohde, and Curth.
 - NAYS: None.
 - The motion carried.
- 5. Consideration and possible action on the Memorial Villages Police Department, a) Update on activities, b) MVPD 2023 Audit, c) MVPD 2025 Budget, d) E-Bicycles (ORD 2024.04).**
- In April, the MVPD responded to and handled 1,168 calls and incidents for Piney Point Village alone. Additionally, 746 house watch checks were conducted, and 263 citations, with 155 as warnings, were issued during this period.
 - Several council members sought Chief Sultz's advice on safeguarding the city against transient activities, such as camping in the parks. It was emphasized that homelessness is not a criminal offense. However, the implementation of restricted park hours and the prohibition of alcohol within the parks were proposed as measures to address potential concerns associated with transient behavior.
 - Chief Shultz informed the council that the MVPD 2023 audit, presented to the Police Commission, received an unmodified or clean opinion. As a result, each participating city is

expected to receive a budgetary refund of approximately \$45,000 based on the audit report and annual transfers back to the cities.

- Chief Shultz provided the 2025 MVPD budget materials, which were unanimously approved by the commission for presentation to the participating cities. The police commission is recommending that the council review and provide any feedback or questions before June 10. The city is scheduled to approve the budget at the July meeting.
- The council inquired about VLINC, and it was reported that approximately 90% subscribe. The council suggested ways to increase participation and awareness.
- E-Bicycles (ORD 2024.04) was discussed further after being tabled from the prior meeting. Councilmember Rohde offered to complete a further review before presenting it for a final vote. The council further recommended that we advertise the ordinance to the public.

6. Consideration and possible action on the Village Fire Department. a) Update on activities, b) VFD Audit, c) VFD 2025 Budget, d) VFD Financials, e) VFD Agendas & Minutes.

- For the month, the VFD responded to 219 calls, with the storm-related calls at 122 and response time at 4:51.
- Commissioner Kollenberg informed the council that the VFD 2023 audit, presented to the Fire Commission, received an unmodified or clean opinion.
- Commissioner Kollenberg presented a draft of the VFD 2025 budget to the Fire Commission, proposing a total budget of \$10,325,920. The budget to be assessed is \$10,075,920, which reflects a 1.64% increase over last year. It is important to note that \$250,000 from EMS Revenue will be retained for capital replacement contribution. This matter will be brought to a vote at the next council meeting.

7. Consideration and possible action regarding the Mayor's Monthly Report: a) Emergency Management of Storm Related Activities.

- The mayor provided a detailed briefing to both the council and the public regarding the response to the recent storm. The mayor expressed admiration for the collaborative efforts of neighbors, staff, officials, utility crews, and public safety in effectively clearing the roadways.

8. Consideration and possible action regarding the City Administrator's Monthly Report, including a) Financial Related Items. b) Update on Current Specific Use Permit Projects. c) Update on Phase I Traffic Signal Rebuild.

- Disbursements presented included On Par at \$79,268.27 for work on Williamsburg, T-Construction at \$28,200 for S. Country Squire Storm Sewer Point Repair & CCTV, TCO Reimbursement at \$25,000 for 11311 Piney Point Circle. Also, Emergency debris removal from Tree Service Design was in addition to the packet information for \$10,490.
- Councilmember Bender motioned to approve the disbursements presented. Herminghaus seconded the motion.
 - AYES: Herminghaus, Dodds, Bender, Rohde, and Curth.
 - NAYS: None.
- The motion carried.
- The budget calendar for the fiscal year 2025 was provided.
- Councilmember Bender motioned to approve the budget calendar for fiscal year 2025 as presented. Dodds seconded the motion.
 - AYES: Herminghaus, Dodds, Bender, Rohde, and Curth.
 - NAYS: None.
- The motion carried.
- Councilmember Bender motioned to approve the resolutions for the City Administrator, Finance Director, Mayor, and Councilmember Herminghaus as account signatories at Amegy Bank, TexPool Investments, and Texas Class Investments. Dodds seconded the motion.
 - AYES: Herminghaus, Dodds, Bender, Rohde, and Curth.
 - NAYS: None.
- The motion carried.

→ **NOTE:** ITEM #12 was brought forward for discussion.

12. Consideration and possible action on the Engineer's Report. a) School Zones. b) Fence Request – 11303 Somerland Way.

- Joe briefed the council on an upcoming meeting with SBISD as well as the HGAC quote details on the proposed school zone signage.
- A presentation was provided by the developer and owner of 11303 Somerland Way on the proposed fence details.
- Councilmember Curth moved to approve the fence request at 11303 Somerland Way. Herminghaus seconded the motion.
 - AYES: Herminghaus, Dodds, Rohde, and Curth.
 - NAYS: None.
- Bender was absent from the vote. The motion carried.

9. Consideration and possible action on resolutions authorizing changes in depository and investment account signatories for the city. a) Amegy Bank (RES 05.2024-E), b) TexPool Investments (RES 05.2024-F). c) Texas Class Investments (RES 05.2024-G).

- Financial institutions require all account holders to sign a signature card when making changes to the account. This is included on the agenda for authorization due to the election of our new mayor.
- It was recommended to maintain the authorization of the City Administrator and the Finance Director. It was further suggested that two members of the council be included as the primary authorized signatories.

10. Consideration and possible action on a reduction of fee permits related to storm damage from June 17, 2024.

- The council deliberated on the potential waiver of fees associated with the recent storm. Further review has been deemed necessary for the generator permit and its placement. The consensus was reached that the electrical permits are to remain unchanged.
- No further action was taken.

11. Consideration and possible action regarding a resolution (RES 2024.05-H), the appointment to the Planning and Zoning Commission.

- The mayor recommended Chris DeZevallos and Micheal Phillips to the Commission.
- In accordance with the city ordinance, the Planning and Zoning Commission consists of eight members, who are appointed by the mayor and approved by the council. However, City Attorney Olson has indicated that Texas law only requires five members. He suggests designating five active members and three alternates.
- The council agreed to postpone discussion of the item, and no action was taken.

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

- The council agreed that a special meeting proposed for Monday, June 10, is unnecessary. The Beautification Meeting will take place on June 10 at the regular time. The Engineering Meeting is scheduled for Wednesday, June 12. The regular Council Meeting is set for Monday, June 24. The City Holiday falls on Thursday, July 4.
- No further action was taken.

VI. Executive Session

14. Executive Session.

- There was no call for an executive session.

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

- There was no executive session.

VII. Adjournment

- Councilmember Bender made a motion for adjournment, seconded by Councilmember Dodds.
- Mayor Dutt adjourned the meeting at 8:44 p.m.

PASSED AND APPROVED this 24th day of June 2024.

Aliza Dutt
Mayor

Robert Pennington
City Administrator / City Secretary

TO: City Council

FROM: R. Pennington, City Administrator
VIA: R. Schultz, Police Chief

MEETING DATE: June 24, 2024

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

Agenda Item: 2

This agenda item concerns the MVPD department's monthly report, which includes call volume, traffic stops, citations, and other public safety incidents. The attached report contains all the details.

This item covers the MVPD 2025 Budget in addition to the monthly report. The final item discusses E-Bikes and possible action on an order regulating their use for safety purposes (ORD 2024.04).

Action:

- (1) It is recommended that the Council approve the MVPD 2025 Budget as presented.
- (2) It is recommended that the Council approve the E-Bicycle Ordinance as presented.

Attachments:

- MVPD Monthly Report. Page MVPD 2
- MVPD 2025 Budget. Page MVPD 22
- E-Bicycle Ordinance (ORD 2024.04). Page MVPD 34



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

Raymond Schultz
Chief of Police

June 10, 2024

TO: MVPD Police Commissioners

FROM: R. Schultz, Chief of Police

REF: May 2024 Monthly Report

During the month of May, MVPD responded/handled a total of 6,629 calls/incidents. 4,830 House Watch checks were conducted. 675 traffic stops were initiated with 657 citations being issued for 1106 violations. (Note: 20 Assists in Hedwig, 151 in Houston, 5 in Spring Valley and 0 in Hillshire)

Calls/Events by Village were:

Village	Calls/YTD	House Watches/YTD	Accidents	Citations	Response Time
Bunker Hill:	1970/8677	1483/6578	2	211/156/367	12@4:46
Piney Point:	1711/6345	1259/4289	5	179/163/342	16@3:48
Hunters Creek:	2712/10110	2086/7412	9	238/160/398	29@4:44
				Cites/Warn/Total	57@4:31

Type and frequency of calls for service/citations include:

Call Type	#	Call Type	#	Citations	#
False Alarms:	191	Ord. Violations:	20	Speeding:	126
Animal Calls:	15	Information:	19	Exp. Registration	239
ALPR Hits:	32	Suspicious Situations	89	No Ins	134
Assist Fire:	162	Loud Party	13	No License	131
Assist EMS:	46	Welfare Checks:	28	Red Light	22
Accidents:	16			Fake Plate	23

*This month the department generated a total of 81 police reports.
 BH-18, PP-22, HC-37, HOU-4, HED-0, SV-0*

Crimes Against of Persons (4)

Assault (DV)	3
Felony Assault	1

Crimes Against Property (12)

Burglary of a Motor Vehicle	3	Fraud/ID	7
		Theft Misdemeanor	2

Petty/Quality of Life Crimes/Events (65)

ALPR Hits (valid)	9	Weapons Charge	1
Accidents	16	Misc	25
Warrants	9	UUMV	2
DWI	2	Criminal Mischief	1

Arrest Summary: Individuals Arrested (18)

Warrants	8	Felony	3
Class 3 Arrests	5	DWI	2

<u>Budget YTD:</u>	<u>Expense</u>	<u>Budget</u>	<u>%</u>
• Personnel Expense:	2,424,760	6,466,610	37.5%
• Operating Expense:	537,925	1,110,490	48.4%
• Total M&O Expenditures:	2,962,685	7,577,100	39.1%
• Capital Expenses:	388,795	289,700	134.2%
• Net Expenses:	3,351,470	7,866,800	33.0%

Follow-up on Previous Month Items/Requests from Commission

- 2025 budget proposal was presented to all 3 villages councils.

Personnel Changes/Issues/Updates

- The department remains fully staffed.

Major/Significant Events

- Additional personnel were activated for the Derecho as the storm was passing through the area on May 16, 2024. Personnel immediately began clearing downed trees and blocking roadways and sidewalks where powerlines were down. After the initial sweeps were completed and roads were made passable, staff began secondary roadway debris clearing duties. Dispatch personnel began logging houses (95 locations in the villages) with downed or damaged electrical infrastructure and coordinated that information with CenterPoint. Dispatch personnel then initiated a list of homes with debris and logged over 1080 locations that were shared with county emergency managers. Multiple v-linc messages were sent out and extra personnel remained on duty as most of the area was without power for 6 days. Emergency declarations were issued by all 3 villages along with a 4-day curfew during the weekend black-out. Only 1 storm related crime was reported. (robbery)
- During the storm the station experienced multiple power surges that damaged the generator auto-switch causing an electrical fire. Emergency repairs were required.
- During the fire event at the MVPD dispatch center, personnel had to conduct an emergency relocation to Bunker Hill City Hall. Staff made the physical move to city hall while remaining operational and continued to receive both 911 and 3700 phone calls and the dispatching of personnel.

Status Update on Major Projects

- The new roof has been installed on the main building, sallyport, and front portal. 2 days after the roof was completed, we experienced the Derecho storm and the roof remained intact and there were no leaks. The gutter project is expected to begin shortly.

Community Projects

- The department hosted the first annual MVPD Law Enforcement Memorial Service.
- Personnel assisted in managing the 2024 Memorial High School senior parade and produced a video of the event for the community.
- Community Services officers Boggus and Vasquez supported events at MDE, HCE and BHE for 5th graders. Events included 2 car parades and the annual “Strut Down Strey” walking parade.

V-LINC new registrations in May +64

BH – 1699(+25)
 PP – 1179 (+8)
 HC – 1678 (+14)
 Out of Area – 629 (+17)

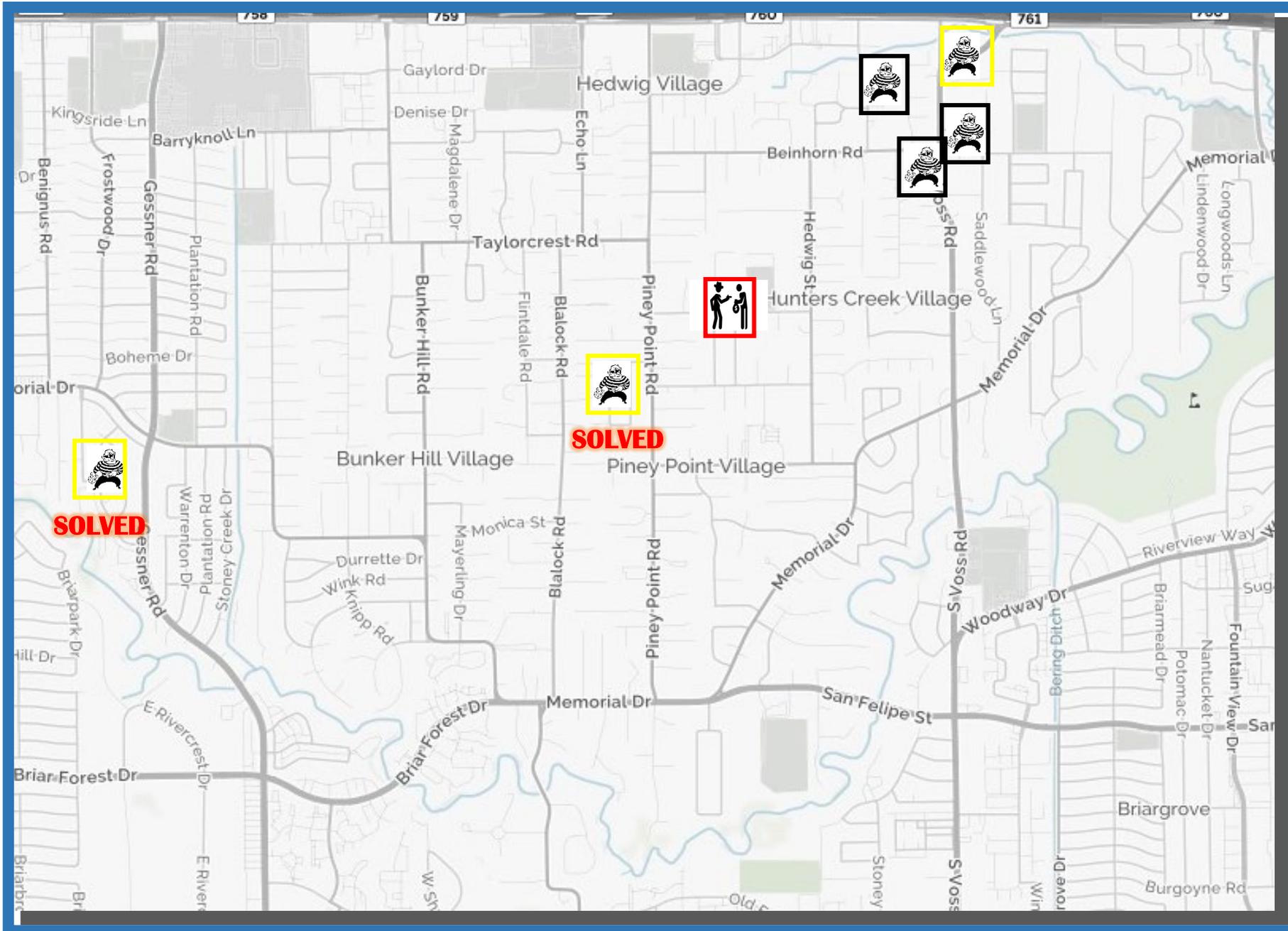
2022 Officer Committed Time to Service Report

Employee Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Reports	Cites
ALSALMANI, ALI	42:52:14	21:30:58	37:06:28	39:40:38	29:11:47								5	54
BAKER, BRIAN C	* 1:42:24	0:00:00	0:35:27	0:00:00	5:28:23									
BALDWIN, BRIAN	18:24:30	18:59:44	28:33:24	12:32:18	25:18:28								5	25
BIEHUNKO, JOHN	29:52:43	23:36:19	16:45:56	2:46:50	31:48:33								5	15
BOGGUS, LARRY	* 17:35:09	2:23:10	2:22:51	2:00:05	8:46:03									1
BURLESON, Jason	15:26:34	17:28:59	23:36:15	18:09:57	23:03:35								3	32
BYRD, Rachied	16:41:02	19:39:50	28:19:05	18:59:35	34:27:36								3	27
CANALES, RALPH EDWARD	11:43:19	21:55:59	12:07:49	24:49:15	27:18:18								1	11
CERNY, BLAIR C.	* 8:13:37	4:59:13	6:27:38	1:32:05	11:11:53									
ECKERFIELD, Dillion	28:07:09	19:02:55	24:52:06	21:17:02	32:47:20								4	35
GONZALEZ, Jose	25:11:16	38:38:30	42:44:53	28:18:25	33:35:21								4	47
HARWOOD, NICHOLAS	23:18:34	3:07:14	17:43:56	28:44:11	23:39:26								3	6
JARVIS, RICHARD	38:50:40	18:16:56	20:10:21	23:20:37	20:00:23								4	14
JOHNSON, JOHN	23:33:58	25:28:12	17:06:23	26:43:12	18:18:53									41
JONES, ERIC	* 0:38:31	0:20:04	0:00:00	0:44:28	3:35:26									
KING, JEREMY	25:19:16	3:26:38	8:51:33	15:09:40	14:54:54								2	38
KUKOWSKI, Andy	17:46:52	28:55:17	26:00:53	27:31:26	36:18:46								9	37
MCELVANY, ROBERT	9:50:58	13:31:08	15:27:23	12:42:36	24:15:26								1	42
ORTEGA, Yesenia	17:06:45	16:36:54	25:13:15	22:16:07	28:41:06								2	29
OWENS, LANE	* 0:00:00	0:00:00	0:00:00	0:00:04	0:43:27									
PAVLOCK, JAMES ADAM	18:45:35	13:47:20	4:25:06	7:20:01	13:50:46								1	14
RODRIGUEZ, CHRISTOPHER	* 10:18:14	7:50:54	8:54:16	4:38:53	5:10:26									
RODRIGUEZ, JOSE	19:14:42	9:18:19	35:52:06	24:27:30	18:17:11								6	49
RODRIGUEZ, REGGIE	21:17:14	16:39:22	21:01:10	25:15:09	19:00:03								2	40
SALAZAR, Efrain	* 5:05:08	9:09:05	19:39:29	9:20:02	18:09:37								2	
SCHULTZ, RAYMOND	* 0:47:13	0:35:00	0:10:09	1:27:19	8:32:27									
SILLIMAN, ERIC	22:54:37	17:51:55	13:37:07	34:21:51	19:46:38								6	23
SPRINKLE, MICHAEL	10:04:21	9:13:16	15:52:47	9:22:48	12:47:28									20
TAYLOR, CRAIG	11:35:43	19:13:52	14:00:25	24:44:23	23:44:56								5	30
VALDEZ, JUAN	20:53:02	25:56:16	30:29:02	18:24:20	17:19:05								1	17
VASQUEZ, MONICA	* 6:06:52	4:05:50	4:45:31	0:31:31	14:59:43									
WHITE, TERRY	16:04:09	18:55:51	33:33:09	25:22:46	23:51:43								7	25
* = Admin												Total	81	672

Dispatch Committed Time	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
911 Phone Calls	237	243	276	305	488							
3700 Phone Calls	2489	2291	2385	2429	2297*							
DP General Phone Calls*	78:37:52	57:41:47	60:05:17	52:21:09	41:50:20*							
Radio Transmissions	9871	9754	10382	10946	9991*							

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

* 4 days of data missing due to equip failure.



2024 Burglary Map

Address	Alarm	POE
467 Jan Kelly	No	Open Garage
250 Tamerlaine	No	Rear Door Kick
8 Voss Park	No	R Door
900 Brogden	No	Shed
10802 Beinhorn	No	Open Door
736 Voss	No	Door Kick

2024 Robberies

Address	MO
1 Smithdale Estates	Implied

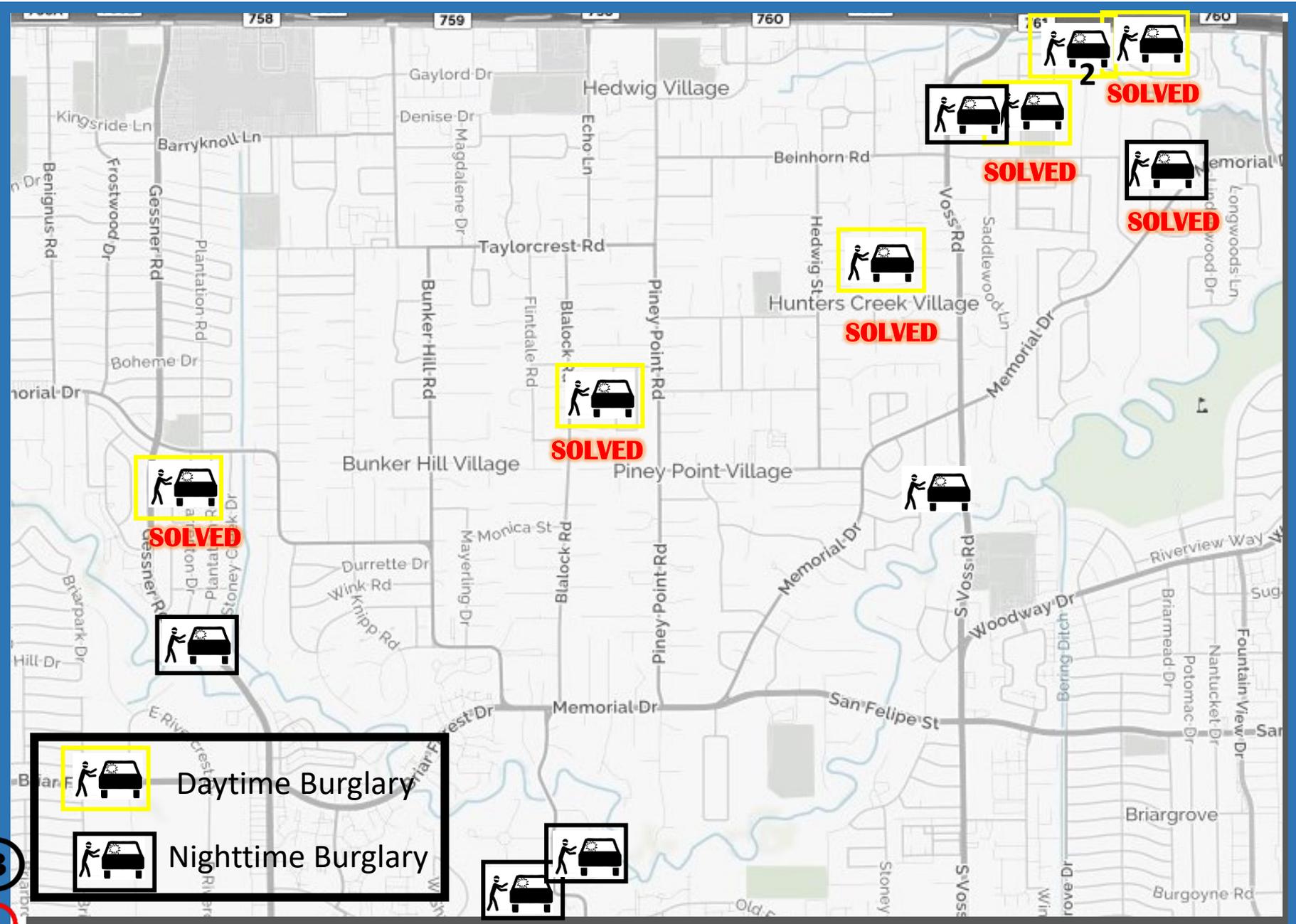
 Daytime Burglary

 Nighttime Burglary

 Robbery

MVPD 5  
5/31/24

2024 Auto Burglary Map



Address	POE
<u>8333 Katy Fwy</u>	<u>Win</u>
8525 Katy Fwy	UNL*
<u>10614 Gawain</u>	<u>Win</u>
10611 Twelve Oaks	UNL
<u>11615 Starwood</u>	<u>UNL</u>
<u>10710 Marsha</u>	<u>Win</u>
11321 Green Vale	UNL
2102 S. Piney Point	UNL
750 W. Creekside	UNL
<u>29 Windemere</u>	<u>UNL</u>
7 Hunters Ridge	UNL
218 Tamerlaine	UNL
<u>8400 Hunters Creek Drive</u>	<u>UNL</u>

Lock/Win Punch

* Jugging



Blue Entry = Actual
 Location Unknown
 Underlined Contractor

SOLVED

5/31/24

2024 Total Incidents

2024	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	15	56	72	16	4171	2668	1543	1139	1014	626	1391	902
February	0	14	54	68	20	4168	2666	1332	959	1012	631	1592	1076
March	1	13	60	74	23	6259	4710	2168	1794	1440	1027	2418	1886
April	1	13	79	93	18	5090	3410	1664	1201	1168	746	1997	1462
May	4	12	65	81	18	6629	4830	1970	1483	1711	1259	2712	2086
June													
July													
August													
September													
October													
November													
December													
Total	7	67	314	388	95	26317	18284	8677	6576	6345	4289	10110	7412

2023 Totals	17	165	707	890	182
Difference					
% Change					

70947	54496	23709	19196	18915	14104	26305	20685
-------	-------	-------	-------	-------	-------	-------	-------

MVPD – VFD Monthly Response Times Report

May 2024

911/Emergency Designated Calls - EMS and Fire

Total	25@4:34
Bunker Hill	7@4:57
Piney Point	8@3:36
Hunters Creek	10@5:08

EMS Only

Total	18@4:43
Bunker Hill	6@4:54
Piney Point	6@3:54
Hunters Creek	6@5:22

Fire Only

Total	7@4:05
Bunker Hill	1@5:12
Piney Point	2@2:47
Hunters Creek	4@4:40

Radio Calls – Fire Assist

Total	60@5:06
Bunker Hill	11@6:20
Piney Point	17@4:08
Hunters Creek	32@4:52

Radio Calls – EMS Assist

Total	11@3:57
Bunker Hill	4@2:29
Piney Point	2@6:48
Hunters Creek	5@3:59



May 2024 ALPR REPORT



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

2024 ALPR Data Report

Plate Reads Summary

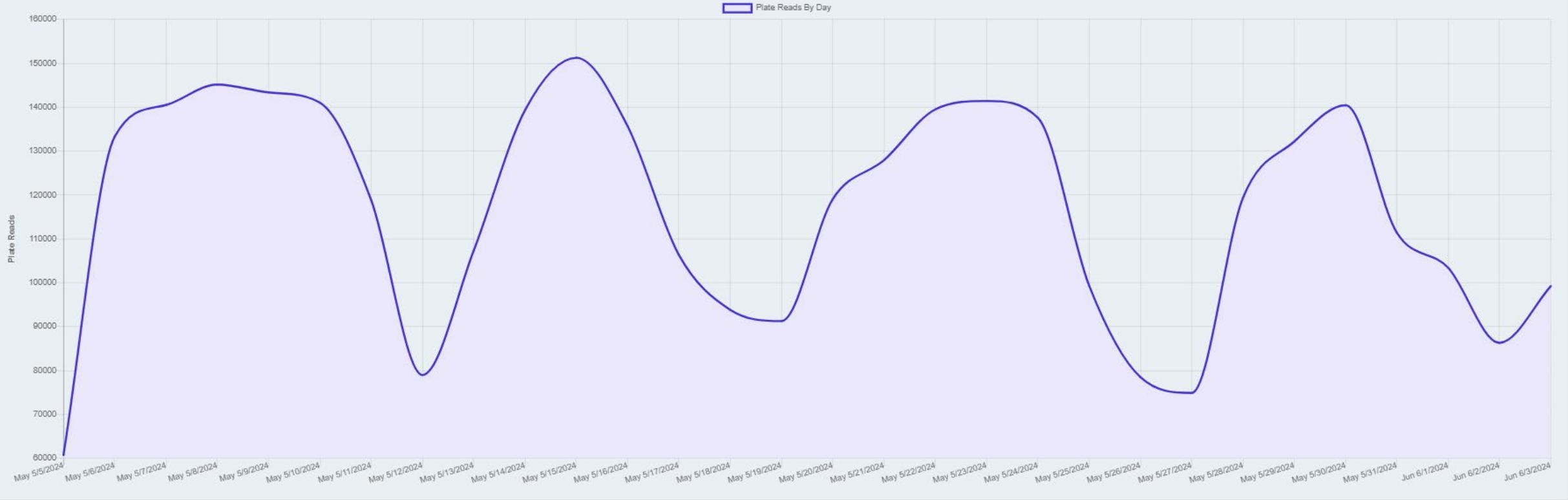
Total Plate Reads:
3,497,823

[DOWNLOAD CSV](#)

May 1 – May 31, 2024

Devices (38)

[Search](#)



Unique Plate Reads Summary

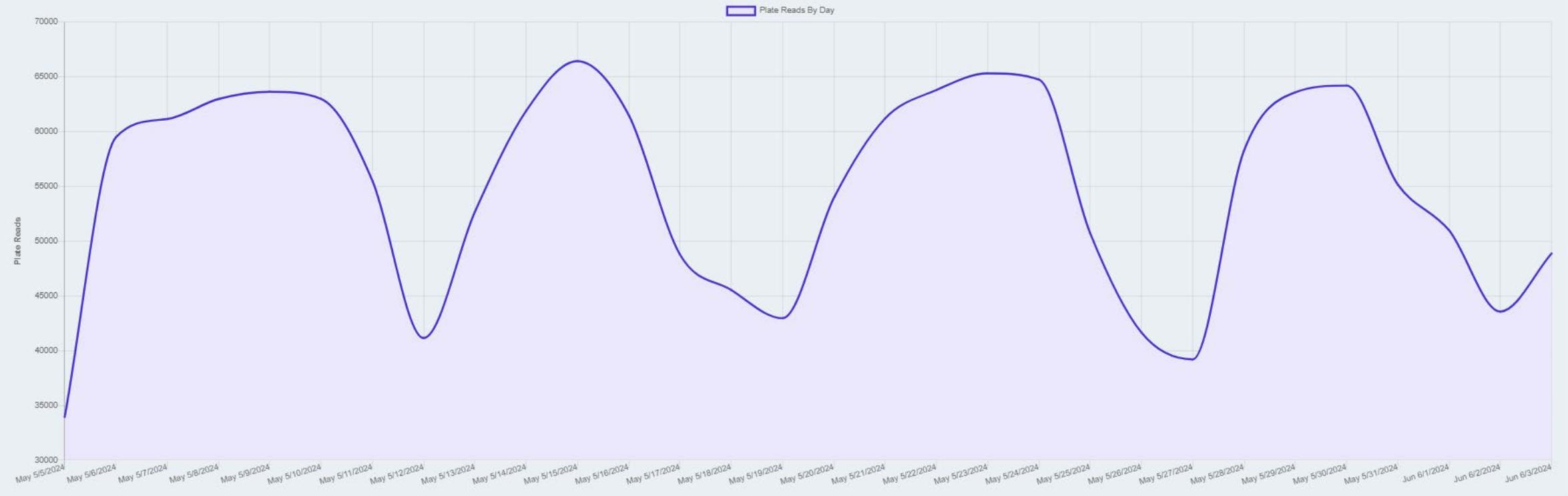
Total Unique Plate Reads:
501,800

[DOWNLOAD CSV](#)

May 1 – May 31, 2024

Devices (38) -

[Search](#)



All Categories

Hits Report

05/01/2024 To... 05/31/2024 [Search](#)

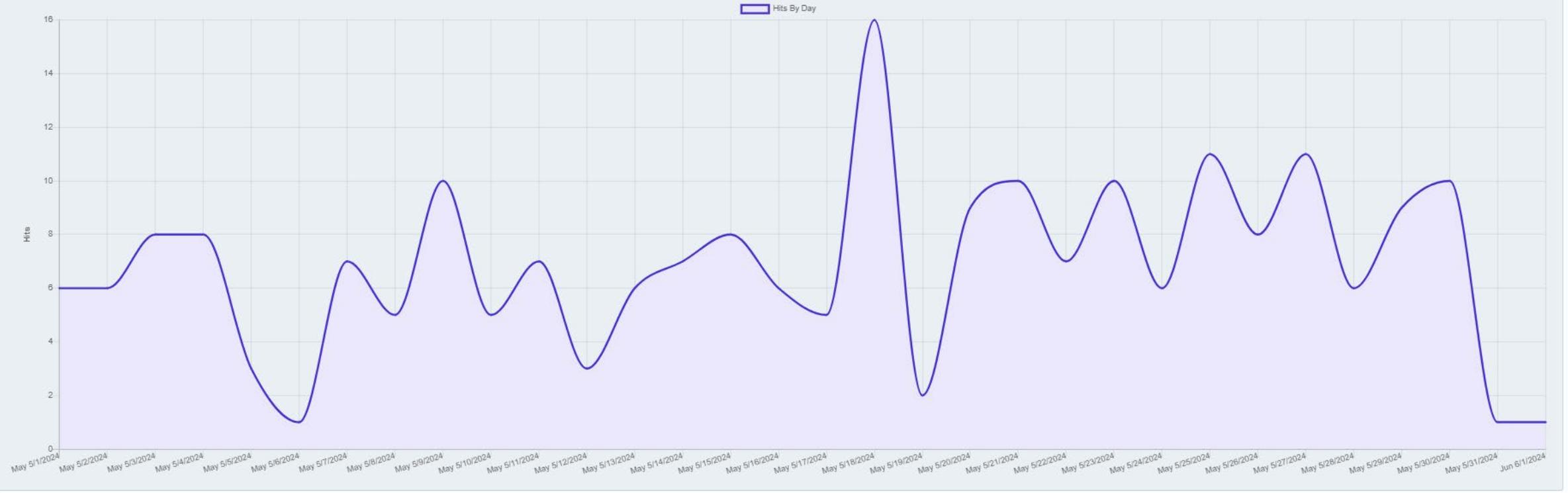
Select a date range up to 31 days

[DOWNLOAD CSV](#)

Total Hits: 218

Topics (15)

Devices (38)



Top 7 Categories

Hits Report

05/01/2024 To... 05/31/2024

Search

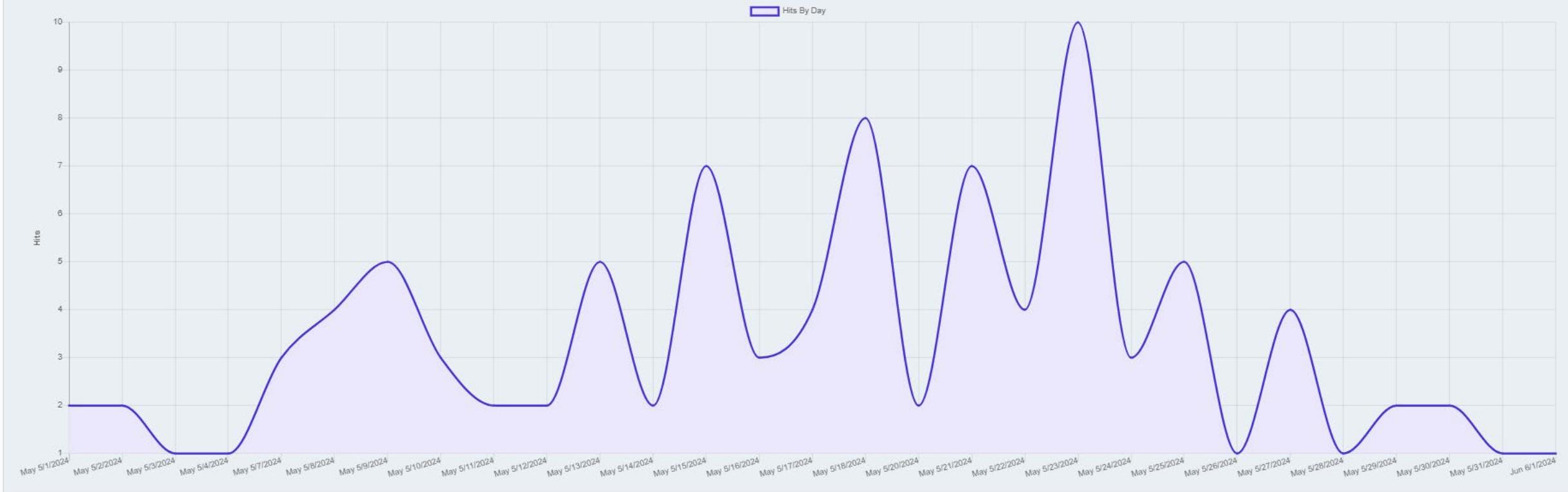
Select a date range up to 31 days

DOWNLOAD CSV

Total Hits: 97

Topics (7)

Devices (38)



Sex Offenders

Hits Report

05/01/2024 To... 05/31/2024

Search

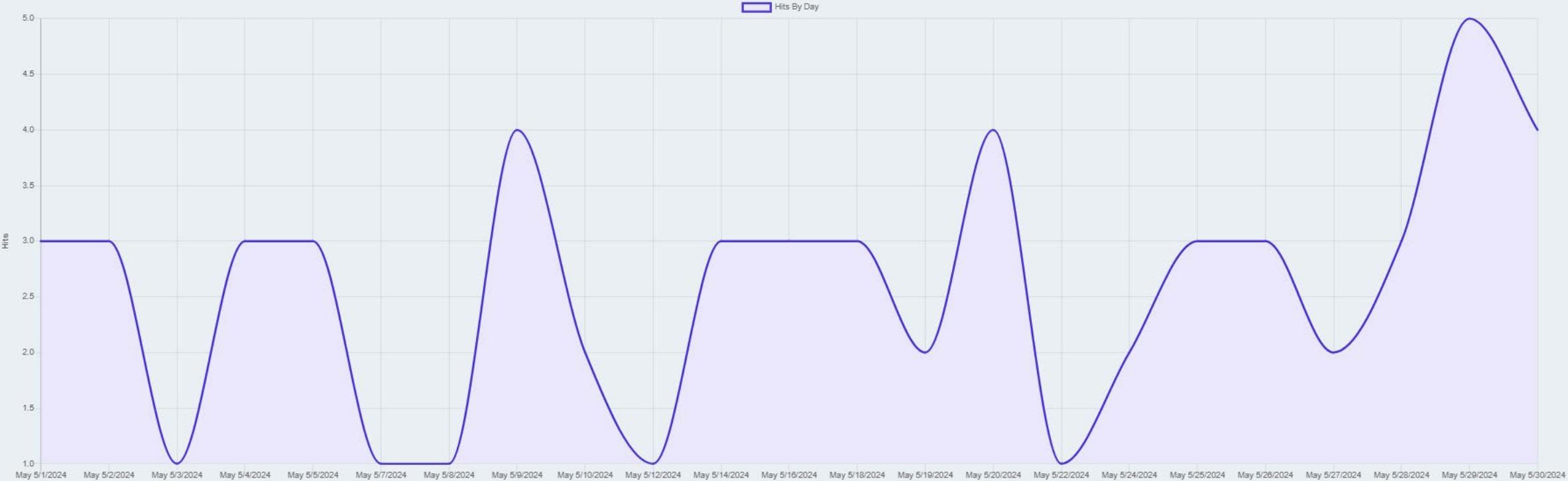
Select a date range up to 31 days

DOWNLOAD CSV

Total Hits: 60

Topics (1)

Devices (38)



Summary Report

Insights Dashboard

Plate Reads

[View Details](#)

3,498,417



Searches

Number of searches performed by users from your organizations

[View Details](#)

2,443



Hot List Hits

[View Details](#)

225



Device Sharing

Shared with
Lewisville TX PD,
Sansom Park TX PD,
and 420 others

Access Levels
Search
Hotlist Tool Access

Device Status

34 / 34 ?

Devices Online

[< Previous Device](#)

Device Name
#01 Inbound, Riverview Way, EB

Battery
100%

Latency
14.39 s

[Next Device >](#)

#1 Gessner S/B at Frostwood

#2 Memorial E/B at Gessner

#3 NO ALPR - Future Location

#4 Memorial N/B at Briar Forrest

#5 Bunker Hill S/B at Taylorcrest

#6 Taylorcrest W/B at Flintdale

#7 Memorial E/B at Briar Forrest

#8 2200 S. Piney Point N/B

#9 N. Piney Point N/B at Memorial

#10 Memorial E/B at San Felipe

#11 Greenbay E/B Piney Point

#12 Piney Point S/B at Gaylord

#13 Gessner N/B at Bayou

#14 Beinhorn W/B at Pipher

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

#16 Memorial W/B at Creekside

#17 Memorial W/B at Voss

#18 Memorial E/B at Voss

#19 S/B Voss at Old Voss Ln 1

#20 S/B Voss at Old Voss Ln 2

#21 N/B Voss at Magnolia Bend Ln 1

#22 N/B Voss at Magnolia Bend Ln 2

#23 W/B San Felipe at Buffalo Bayou

#24 N/B Blalock at Memorial

#25 N/B Bunker Hill at Memorial

#26 S/B Hedwig at Beinhorn

#27 Mobile Unit #181

#28 Mobile Speed Trailer/Station

#29 Riverbend Main Entrance

#30 Beinhorn E/B at Voss

#31 Memorial E/B at Tealwood (new)

#32 Greenbay W/B at Memorial

#33 Strey N/B at Memorial

Private Systems monitored by MVPD

US COINS - I-10 Frontage Road

Memorial Manor NA Lindenwood/Memorial

Greyton Lane NA

Calico NA

Windemere NA

Mott Lane

Kensington NA

Stillforest NA

Farnham Park

Riverbend NA

Pinewood NA

Hampton Court

Bridlewood West NA

N Kuhlman NA

Longwoods NA

Memorial City Mall - 22



Yellow = Bunker Hill

Green = Piney Point

Red = Hunters Creek

Blue = MVPD Mobile

Purple = Privately Owned Systems

Total 'Plate Reads' by 'Device Name'

Device Name	Sum of Plate Reads
#22 - NB Voss x Magnolia Bend (Lane 2)	409006
#13 NB Gessner Rd	306553
#08 2200 S Piney Point Rd NB at City Limit	281020
#23 - WB San Felipe x Buffalo Bayou	237708
#20 - SB Voss x Old Voss (Lane 2)	187735
#31 EB Memorial Dr near Tealwood	157775
#12 Piney Point Dr SB at Gaylord	147770
#02 Memorial Dr EB at Gessner	144553
#17 Memorial Dr WB at Voss δΥ"CE	137363
#21 - NB Voss x Magnolia Bend (Lane 1)	132118
#19 - SB Voss x Old Voss (Lane 1)	126063
#24 - NB Blalock x Memorial	117841
#14 Beinhorn Rd WB at Pipher	104734
#18 Memorial Dr EB at Voss δΥ';	102215
#10 On Memorial Dr EB from San Felipe	99318
#07 Memorial Dr EB at Briar Forest δΥ';	90003
#28 MVPD Station S/B Memorial Drive	88945
#05 Bunkerhill Rd SB at Taylorcrest	84826
#06 Taylorcrest Rd WB at Flintdale	82495
#16 Memorial Dr WB at E Creekside Dr δΥ';	80794
#09 N Piney Point Rd at Memorial Dr	72907
#30 EB Beinhorn Rd @ Voss Rd	64279
#32 WB Greenbay @ Memorial Dr	61763
#26 - SB Hedwig x Beinhorn	46817
#27 Unit 181 Blalock S/B at Taylorcrest	46279
#01 Gessner SB at Frostwood Elementary δΥ';	35968
#25 - NB Bunker Hill x Memorial δΥ"CE	19891
#11 Greenbay St EB at Piney Point Rd	11656
#29 - Riverbend Main Entrance δΥ"CE	7149
#15 Hunters Creek Dr SB at I-10 δΥ';	6094
#01 Inbound, Riverview Way, EB	5267
Strey NB at Memorial δΥ"CE	2007
#03 Gessener Rd NB at Buffalo Bayou	0
#04 Memorial Dr NB at Briar Forest δΥ"CE	0
Grand Total	3498912

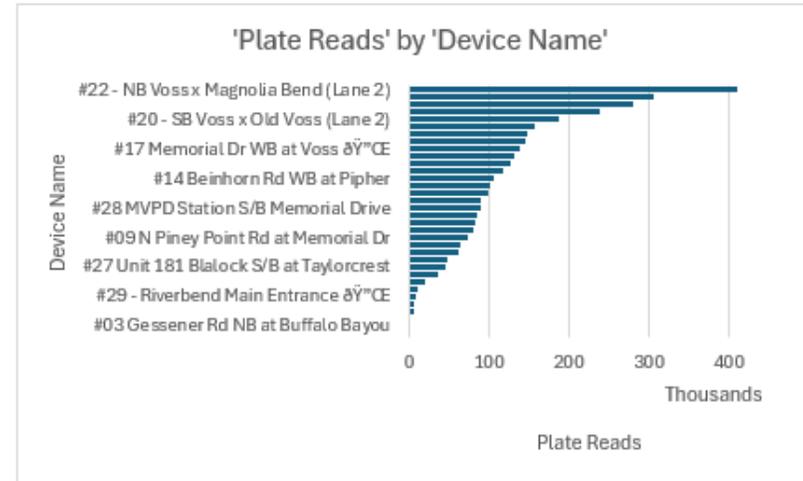


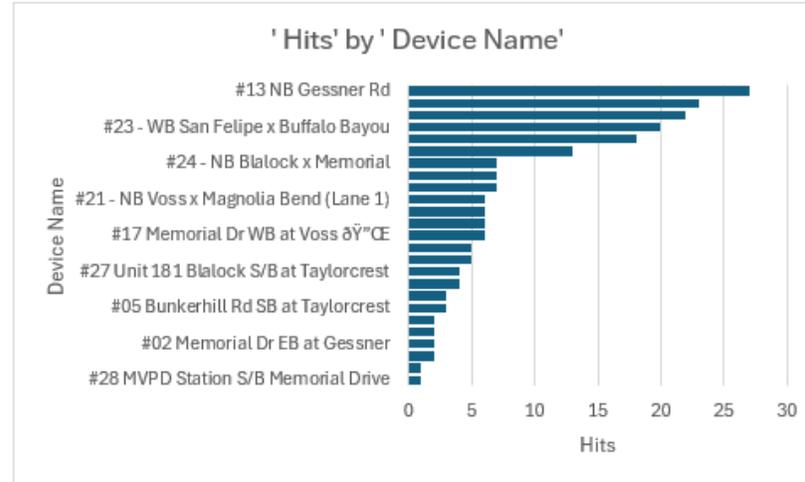
Plate Reads
By Location

May 2024

Hits By Camera

Total 'Hits' by 'Device Name'

Device Name	Sum of Hits
#13 NB Gessner Rd	27
#08 2200 S Piney Point Rd NB at City Limit	23
#22 - NB Voss x Magnolia Bend (Lane 2)	22
#23 - WB San Felipe x Buffalo Bayou	20
#07 Memorial Dr EB at Briar Forest δŸ;	18
#16 Memorial Dr WB at E Creekside Dr δŸ;	13
#24 - NB Blalock x Memorial	7
#20 - SB Voss x Old Voss (Lane 2)	7
#31 EB Memorial Dr near Tealwood	7
#21 - NB Voss x Magnolia Bend (Lane 1)	6
#19 - SB Voss x Old Voss (Lane 1)	6
#18 Memorial Dr EB at Voss δŸ;	6
#17 Memorial Dr WB at Voss δŸ"CE	6
#01 Gessner SB at Frostwood Elementary δŸ;	5
#10 On Memorial Dr EB from San Felipe	5
#27 Unit 181 Blalock S/B at Taylorcrest	4
#12 Piney Point Dr SB at Gaylord	4
#09 N Piney Point Rd at Memorial Dr	3
#05 Bunkerhill Rd SB at Taylorcrest	3
#30 EB Beinhorn Rd @ Voss Rd	2
#32 WB Greenbay @ Memorial Dr	2
#02 Memorial Dr EB at Gessner	2
#11 Greenbay St EB at Piney Point Rd	2
#01 Inbound, Riverview Way, EB	1
#28 MVPD Station S/B Memorial Drive	1
Grand Total	202



Total Reads – 3,497,823

Unique Reads – 501,800

Hits- 218

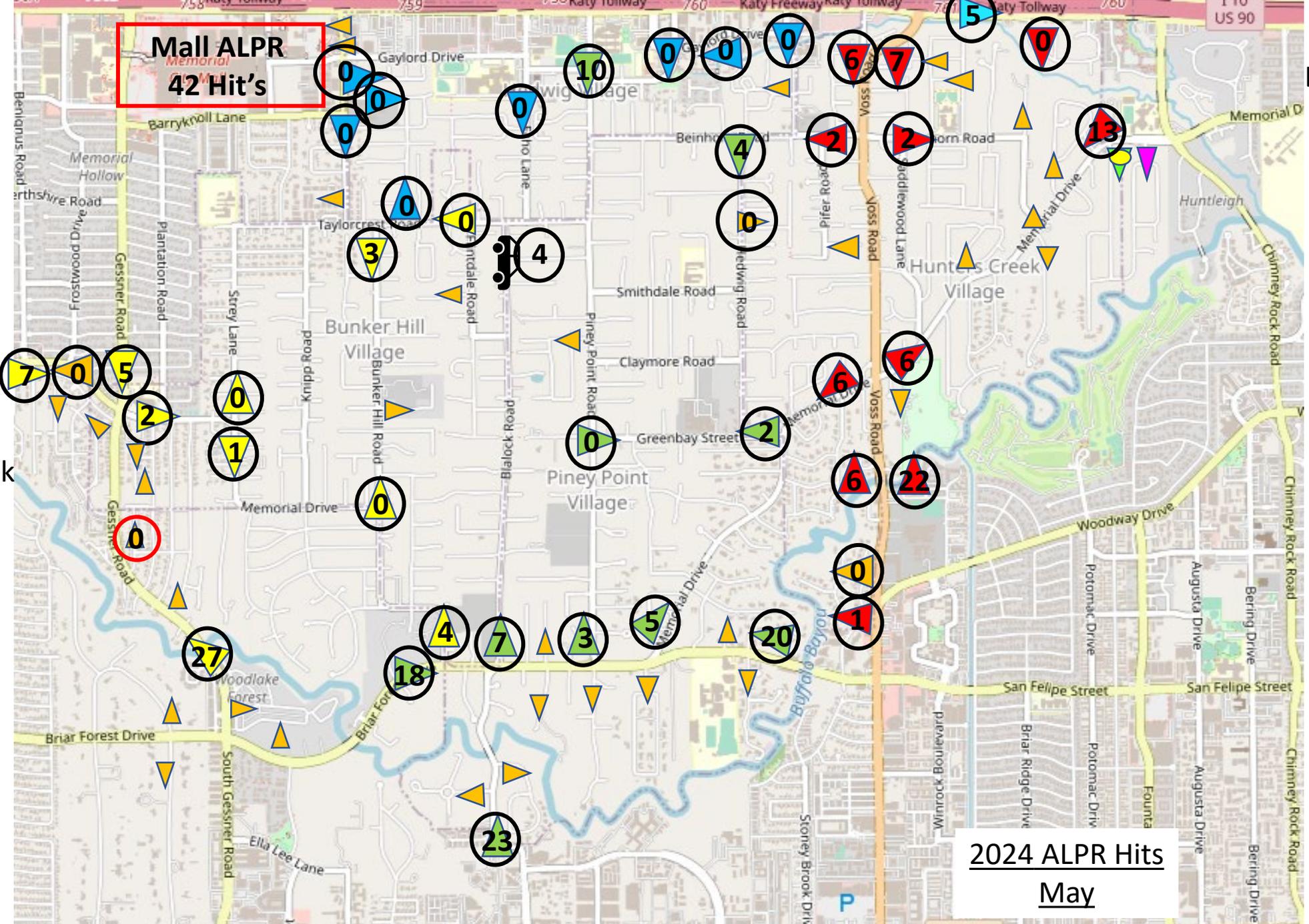
7 Top Hits - 97

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

Mall ALPR
42 Hit's

- Hedwig  
- Bunker Hill 
- Piney Point 
- Hunters Creek 
- Frequent Mobile Locations 
-  Total Hits
- 

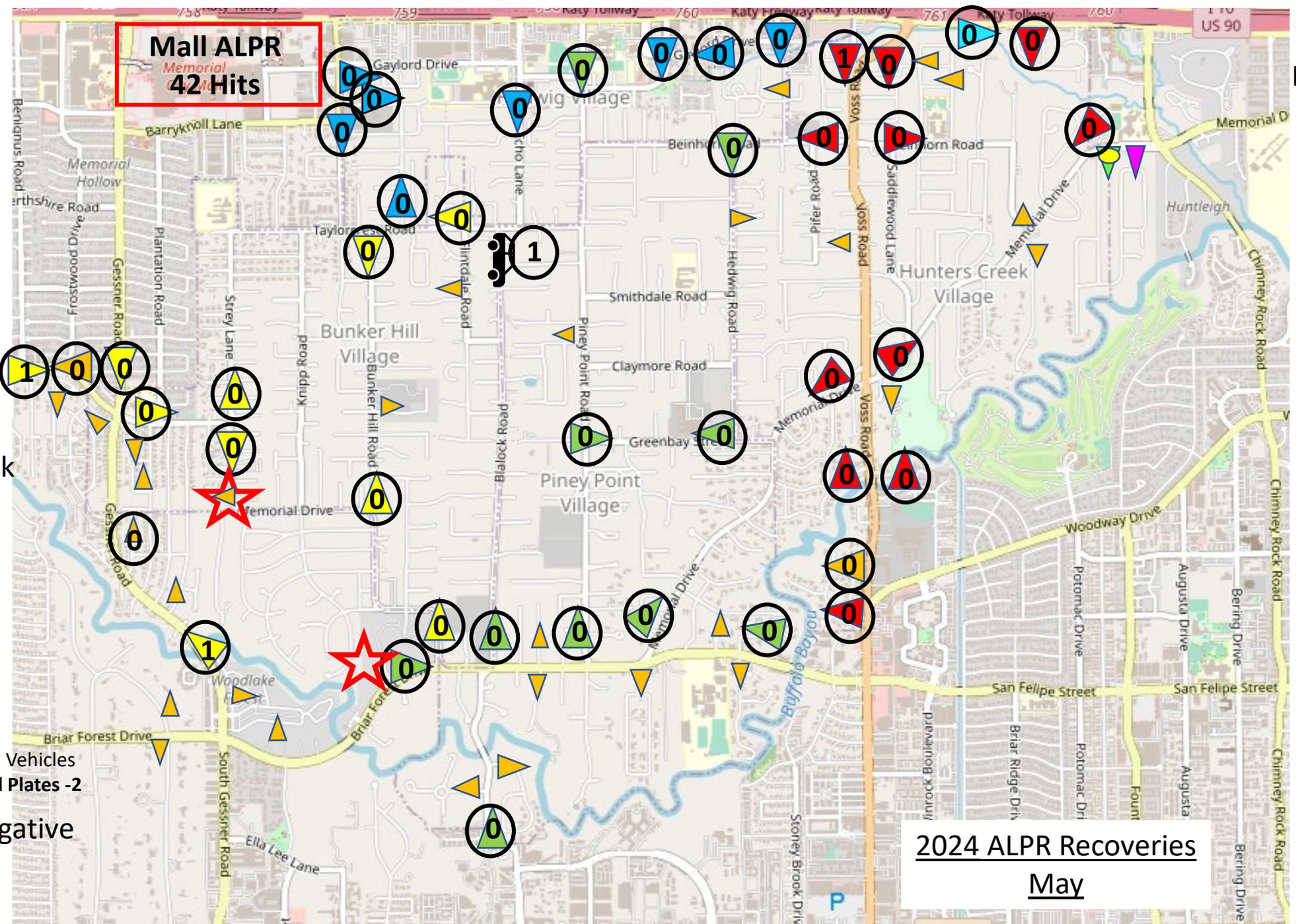
- Lindenwood HOA 
- Longwoods HOA 
- US Coins 
- In Process 
- HOA Systems-32 
-  1
- MVE  5/31/24



2024 ALPR Hits
May

- Hedwig  
- Bunker Hill 
- Piney Point 
- Hunters Creek 
- Frequent Mobile Locations 
-  Recovered Vehicles
Recovered Plates -2
-  Investigative Leads

Mall ALPR
42 Hits



- Lindenwood HOA 
- Longwoods HOA 
- US Coins 
- In Process 
- HOA Systems 
- MVE 5/31/24 

2024 ALPR Recoveries
May



Hunters Creek



Village

FY25 Budget

Bunker Hill Village - Piney Point Village - Hunters Creek Village





Hunters Creek



Village

FY25 Budget Goals and Objectives

Goals:

Hire, Develop and Maintain the **best qualified and experienced employees** to serve as Memorial Villages Police Department, Police Officers, Dispatchers and Professional Support Staff.

Provide and maintain the **best tools, technology, facilities and equipment** available for use by the MVPD in order to provide for a Safe Community, that is Free of Crime and the Fear of Crime.

Objective:

Use Village Funds in the most effective and efficient manner possible in order to hire and retain employees by providing a competitive salary and benefit package, while at the same time providing staff with the latest technology, tools, equipment and support services that will allow personnel to provide the **highest level of Police Services and Protection.**



Hunters Creek



Village

FY25 Budget

Results from Previous Budgets



- Maintain Full Staffing ✓
- Build the Brand ✓
- Address Emerging Crime Issues ✓
- Maximize Technology ✓
- Enrich MVPD Community Partnerships ✓



Hunters Creek



Village

FY25 Budget Proposal

Proposed Total Budget Package for 2025

Personnel and Benefits \$6,744,765 (+4.3%)

Total Operations \$1,192,201 (+7.3%)

Total M&O \$7,936,966 (+4.74%)

Auto – \$144,000 (+3%)

(Vehicles)

Proposed General Fund 2024 Budget – \$7,936,966 (+4.74%)

Total Budget GF + Capital = \$8,106,966 (+3.05%)

Cost per Village \$2,702,322

Increase of \$80,055 per village over FY24

FY25 Budget Proposal

FY25 Budget Adjustments

Electricity service

TML

General Maintenance Contracts

- IOSO – I.T. Vendor
- AXON – In car video, BWC, Auto Tagging
- Flock – ALPR's
- Drone – Flight OP's Software
- Trackstar – Vehicle tracking

Equipment

- Uniforms/Vests
- RAD

Training/Travel

Landscaping



Hunters Creek



Village





Hunters Creek



Village

FY25 Budget

Continuing Investment in Our Personnel

Salary Increase

- Base Salary Adjustment – Civilian 5.5%
– Sworn 4.0%
- 1% Merit STEP

2025 Average Salary
w/pay incentives:

Sergeant \$120,300

Patrol Officer \$ 98,595

Dispatcher \$ 66,776



Hunters Creek



Village

Capital Projects 2023-2025

The Memorial Villages Police Department administration had identified three capital projects that needed funding from participating cities over a 3-year period.

These projects included:

- **Radio System Upgrade/Replacement - 2023 Project (Project was Under Cost Estimates) REFUND** ✓
- Roof Replacement 2024 Project ✓
- HVAC Replacement
- **CAD/RMS/ARS Replacement 2025 Project** ✓

Revised 2025 Project Estimate
CAD/RMS/ARS: \$26,000



FY25 Capital Project Expenditure

May include applying existing fund balances

CAD/RMS/ARS
Cost of Project

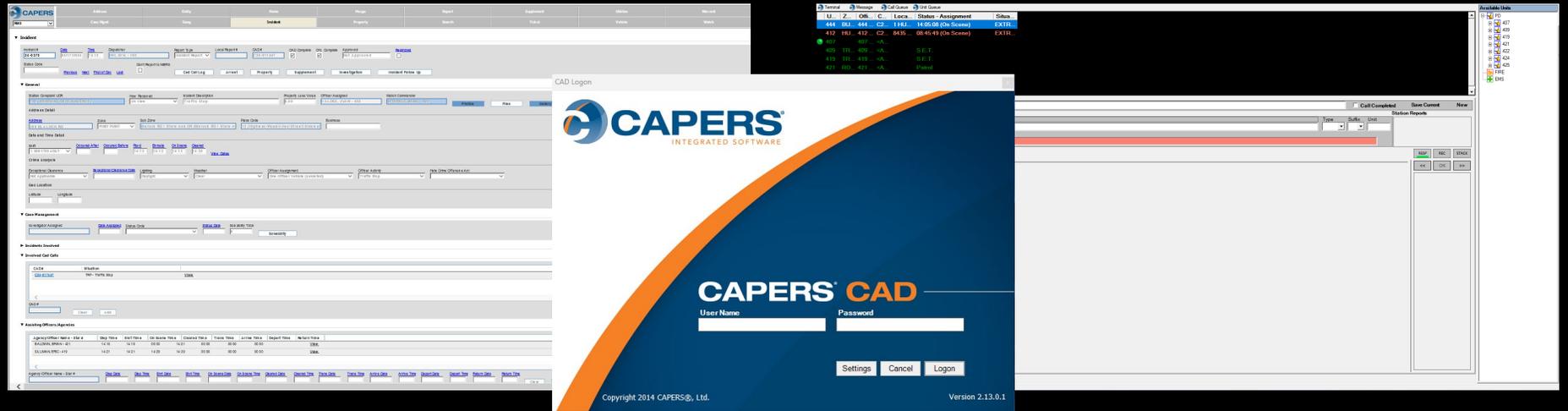
\$26,000



Hunters Creek



Village



Proposed General Fund 2025 Budget – \$ 8,106,966

Cost per Village \$ 2,702,322



Hunters Creek



Village

FY25 Capital Project Expenditure Vehicle Replacement

Summary

2023 Vehicle Budget - \$160,000	Number of vehicles – 3
2024 Vehicle Budget - \$140,000	Number of vehicles – 3
2023 Vehicles actual cost w/upfit - \$183,950.93	
2024 Vehicles actual cost w/upfit - \$199,574.95	
2024 Total vehicle Replacement Funds (from all sources) \$332,648.58	
2024 Expenditures YTD \$201,513.36	
2024 Pending Expenditures (3 2023 Tahoe's + Upfit) \$152,248.60	
Balance (-\$21,113.37) * incl's sale of 2 Durango's	

FY25 Vehicle Replenishment Funding.
\$144,000.00 to support the purchase and
upfitting of unmarked vehicles.





Hunters Creek



Village

Investing in Public Safety = Investing in the Community



VILLAGES INDEPENDENCE DAY Parade

Start: 10:00 a.m.
Memorial Church of Christ on Gaylord

MVPD Fun Run and Bike Ride begins at 9:45 a.m.

End: Ecclesia on Piney Point Rd

For more information, visit bunkerhilltx.gov or contact mpack@bunkerhilltx.gov

MEMORIAL VILLAGES POLICE DEPARTMENT PRESENTS

GLOW STROLL

JULY 12, 2023
CHAPELWOOD UMC
11140 GREENBAY
7:00 PM - 9:00 PM

STAY COOL WITH SOME **KOOLICE**

PLEASE BRING A CANNED ITEM DONATION

5K RUN WALK & ROLL

To Support The FLOW Foundation, 501c3

SATURDAY OCT 14

Start at: Chapelwood UMC
11140 Greenbay St
Piney Point Village
Houston, TX 77025



R.A.D. RAPE AGGRESSION DEFENSE SYSTEMS

R.A.D. FOR SENIORS SYSTEMS

MEMORIAL VILLAGES POLICE FOUNDATION

RODEO

Where: Chapelwood United Methodist Church
When: Saturday, April 1, 2023 Time: 10am-2pm

Flock safety

Jump House
Mechanical Bull
Slack
Face Painters
Pony corral

CHAPELWOOD
11140 Greenbay Street
Houston, Texas 77024

SPONSORED BY MEMORIAL VILLAGES POLICE FOUNDATION

TRUNK OR TREAT

@ MVPD PARKING LOT
SATURDAY, OCTOBER 28th

6:00 PM - 9:00 PM

Christian Science Church
11978 Memorial Dr.

HAUNTED HOUSE • GAMES • CRAFTS • OUTDOOR MOVIE
FOOD TRUCKS • BOUNCY HOUSE • BEVERAGES
& LOTS OF TREATS!

BACK TO THE 80S

MUSIC BINED ecclesia

325 PINEY POINT ROAD
HOUSTON, TEXAS 77024
JULY 21st - FRIDAY
7-9PM

ALL AGES WELCOME
BUT'S BY THE OFFICIAL
BEST DJ'S CUSTOMER CHOICE!

Memorial Villages Police Department

FY25 BUDGET PROPOSAL

GENERAL FUND						
Acct. No	Category	2023 Adopted	2024 Adopted	2025 Proposed	\$ Increase/ 2024-2025	% Increase
100						
100	Salaries	4,100,675	4,198,380	4,504,858	306,478	7%
110	Overtime	145,000	160,000	160,000	0	0%
115	Court/Bailiff	5,000	2,500	5,000	2,500	100%
120	Retirement	498,812	1,135,233	981,981	(153,252)	-13%
125	457b contribution	91,873	94,832	102,290	7,458	8%
130	Health Insurance	692,808	703,166	807,980	104,814	15%
140	Workers Compensation - TML	78,000	82,000	86,400	4,400	5%
150	Life/LTD	23,257	25,400	25,877	477	2%
160	Medicare	61,713	63,311	67,803	4,492	7%
170	Social Security	1,002	1,788	2,576	788	44%
	TOTAL PERSONNEL/BENEFITS	5,698,142	6,466,610	6,744,765	278,155	4%
200						
	TML INTERGOVERNMENTAL RISK POOL					
200	Auto	40,000	40,000	40,000	0	0%
210	General Liability	720	550	1,400	850	155%
220	Public Official Bond	960	960	1,000	40	4%
230	Professional Liability	30,000	29,000	30,000	1,000	3%
240	Real & Personal Property	9,000	10,000	12,000	2,000	20%
	TOTAL OTHER INSURANCE	80,680	80,510	84,400	3,890	5%
300						
300	Gas and Oil	145,000	120,000	120,000	0	0%
310	Fleet maintenance	45,000	45,000	55,000	10,000	22%
320	Tires	7,000	7,000	10,000	3,000	43%
330	Damage Repair	10,000	10,000	10,000	0	0%
	TOTAL FLEET MAINTENANCE	207,000	182,000	195,000	13,000	7%
400						
400	General/Building Maintenance	61,700	40,000	40,100	100	0%
410	Janitorial Services	21,600	22,800	22,800	0	0%
420	Jail	1,000	1,000	1,000	0	0%
430	Building Furnishings	10,000	10,000	10,000	0	0%
	TOTAL BUILDING	94,300	73,800	73,900	100	0%
500						
500	Computers	15,000	16,000	16,000	0	0%
510	Postage/postage machine	1,300	1,300	1,300	0	0%
520	Office Supplies	25,000	30,500	35,300	4,800	16%
530	Bank/Finance Service Chgs	600	600	400	(200)	-33%
540	Payroll Services	20,000	22,000	22,000	0	0%
	TOTAL OFFICE	61,900	70,400	75,000	4,600	7%
600						
600	Telephone	43,306	42,775	40,040	(2,735)	-6%
610	Electric	20,000	20,000	20,000	0	0%
620	Water/Sewer	6,000	6,000	7,500	1,500	25%
630	Natural Gas	1,000	800	1,000	200	25%
	TOTAL UTILITIES	70,305	69,575	68,540	(1,035)	-1%

Memorial Villages Police Department

FY25 BUDGET PROPOSAL

GENERAL FUND CONTINUED						
700						
	700 Equipment Maint. Contracts	121,710	130,530	179,858	49,328	38%
	710 SETCIC fees	3,600	3,600	3,600	0	0%
	720 Legal/Professional	71,830	57,850	56,300	(1,550)	-3%
	730 IT Services	124,370	115,628	135,944	20,316	18%
	740 Software Maintenance Contracts	64,200	100,800	84,700	(16,100)	-16%
	TOTAL CONTRACTS/SERVICES	385,710	408,408	460,402	51,994	13%
800						
	800 Accreditation	1,440	1,440	1,440	0	0%
	810 Uniforms	35,000	40,000	41,000	1,000	3%
	820 Radio parts and labor	33,036	31,037	33,504	2,467	8%
	830 Firearms Trng and Ammo	6,500	7,000	7,000	0	0%
	835 Tasers	15,000	15,000	20,000	5,000	33%
Acct. No	Category	2023 Adopted	2024 Adopted	2025 Proposed	\$ Increase/ 2024-2025	% Increase
	840 Training & Prof. Dues	60,000	67,000	69,375	2,375	4%
	850 Travel	7,000	7,000	9,500	2,500	36%
	860 Recruiting Costs	7,000	7,000	13,000	6,000	86%
	870 Criminal Investigations (CID)	3,720	3,320	2,500	(820)	-25%
	880 Contingency - Miscellaneous	25,000	25,000	30,000	5,000	20%
	892 Small Equipment	2,500	22,000	7,640	(14,360)	-65%
	COVID expenditures				0	#DIV/0!
	TOTAL OPERATIONS	196,196	225,797	234,959	9,162	4%
	TOTAL M&O	6,794,233	7,577,100	7,936,966	359,866	5%
OTHER FUNDS						
Acct. No	Category	2023 Adopted	2024 Adopted	2025 Proposed	\$ Increase/ 2024-2025	% Increase
1000						
	1000 Auto Replacement	160,000	140,000	144,000	4,000	3%
	TOTAL VEHICLE REPLACEMENT	160,000	140,000	144,000	4,000	3%
2000						
	Range storage container/banking fees	12,200				
	Radio System Upgrade	625,000				
	Roof & HVAC		149,700		(149,700)	-100.00%
	CAPER conversion			26,000	26,000	
	TOTAL SPECIALCAPITAL ASSETS	637,200	149,700	26,000	(123,700)	-83%
	TOTAL OTHER FUNDS	797,200	289,700	170,000	(119,700)	-41%
TOTALS						
	Category	2023 Adopted	2024 Adopted	2025 Proposed	\$ Increase/ 2024-2025	% Increase
	GENERAL FUND	6,794,233	7,577,100	7,936,966	359,866	5%
	VEHICLE REPLACEMENT	160,000	140,000	144,000	4,000	3%
	SPECIAL CAPITAL ASSETS	637,200	149,700	26,000	(123,700)	-82.63%
		(125,000)				
		512,200	149,700	26,000	(123,700)	-83%
	COMBINED TOTALS	7,466,433	7,866,800	8,106,966	240,166	3.05%

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF PINEY POINT VILLAGE, TEXAS, AMENDING SECTION 46-31, MOTOR VEHICLE AREAS, DIVISION 1, GENERALLY, OF ARTICLE II, STREETS, OF CHAPTER 46, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, ADDING ARTICLE III, ELECTRIC RIDING TOYS AND SMALL MOTOR VEHICLES, OF CHAPTER 58, TRAFFIC AND VEHICLES OF THE CODE OF ORDINANCES OF THE CITY OF PINEY POINT VILLAGE WITH UPDATED AND AMENDED RULES AND REGULATIONS RELATED TO ELECTRIC RIDING TOYS AND SMALL MOTOR VEHICLES; PROVIDING FOR PENALTY; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City Council of the City of Piney Point Village, Texas, finds Section 46-31, Motor vehicle areas, Division 1, Generally, of Article II, Streets, of Chapter 46, Streets, Sidewalks, and other Public Places should be amended and Article III, Electric Riding Toys and Small Motor Vehicles of Chapter 58, Traffic and Vehicles, of its Code of Ordinances should be added in accordance with the provisions of this ordinance; and

WHEREAS, the City Council hereby finds that it is the purpose of this Ordinance to update the Code to promote the public health, safety, and general welfare of the citizens of the City and to minimize public and private injury and losses due to electric riding toys and small motor vehicles;

NOW THEREFORE,

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

SECTION 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2. Section 46-31, Motor vehicle areas, Division 1, Generally, of Article II, Streets, of Chapter 46, Streets, Sidewalks, and other Public Places of its Code of Ordinances is hereby amended by removing language struckthrough and adding thereto the language underscored below:

“Sec. 46-31. – Motor Vehicle areas.

(a) It shall be unlawful for any person to cause or permit any motor vehicle, as that term is defined in chapter 541, Texas Transportation Code, as amended, to be operated upon any lot or tract of land, public or private, within the city except upon areas paved for the purpose of motor vehicle parking or motor vehicular access to the lot upon which such vehicle is operated. It shall be a defense to prosecution hereunder that the operation of a vehicle in violation hereof (1) was upon a lot or

tract of land owned or occupied by the person operating the vehicle, or (2) was with the consent of the owner of the lot or tract upon which the vehicle was operated.

(b) It shall be unlawful for any person to cause or permit any Class 3 electric bicycle, as that term is defined by Section 58-50, Article III, Chapter 58, Traffic and Vehicles and Chapter 664, Texas Transportation Code, as amended, to be operated upon any lot or tract of land, public or private, within the city except upon areas paved for the purpose of motor vehicle parking or motor vehicular access to the lot upon which such vehicle is operated. It shall be a defense to prosecution hereunder that the operation of a vehicle in violation hereof (1) was upon a lot or tract of land owned or occupied by the person operating the vehicle, or (2) was with the consent of the owner of the lot or tract upon which the vehicle was operated.

~~(b)~~ (c) Any person who shall violate any provision of this article shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.”

SECTION 3. Article III, Electric Riding Toys and Small Motor Vehicles, of Chapter 58, Traffic and Vehicles of the City’s Code of Ordinances is hereby amended adding new sections, Section 58-50, Definitions, Section 58-51, Electric Riding Toys – General Provisions, Section 58-52, Electric Bicycles – Bicycle Paths; Section 58-53, Electric Bicycles – Class 3 Electric Bicycles, Section 58-54, Electric Bicycles – Age Restrictions, Section 58-55, Electric Bicycles – Operation at Night, Section 58-56, Electric Scooters and Electric Skateboards, Section 58-57, Electric Riding Toy – Penalty, and Section 58-58, Small Motor Vehicles – General Provisions; Penalty as indicated in the language underscored below:

“ARTICLE III – ELECTRIC RIDING TOYS AND SMALL MOTOR VEHICLES

Sec. 58-50. – Definitions.

Class 1 electric bicycle means an electric bicycle equipped with a motor that assists the rider only when the rider is pedaling and with a top assisted speed of 20 miles per hour or less.

Class 2 electric bicycle means an electric bicycle equipped with a motor that may be used to propel the bicycle without the pedaling of the rider and with a top assisted speed of 20 miles per hour or less.

Class 3 electric bicycle means an electric bicycle equipped with a motor that assists the rider only when the rider is pedaling and with a top assisted speed of more than twenty (20) but less than twenty-eight (28) miles per hour (MPH).

Electric bicycle means a bicycle equipped with fully operable pedals and an electric motor of fewer than 750 watts and with a top assisted speed of twenty-eight (28) miles per hour or less.

Electric scooter means a scooter assisted by an electrical source or battery that allows for self-propulsion of three (3) miles per hour (MPH) or greater.

Electric skateboard means a skateboard assisted by an electrical source or battery that allows for self-propulsion of three (3) miles per hour (MPH) or greater.

Electric riding toys means any electric bike, electric skateboard, and / or electric scooter.

Top assisted speed means the speed at which the bicycle's motor ceases propelling the bicycle or assisting the rider.

“Sec. 58-51. Electric Riding Toys – General Provisions

(a) Operators and/or Riders of any Electric Riding Toy operating on a sidewalk where permissible by City Ordinance shall slow and yield to any vehicle exiting a driveway.

(b) Operators and/or Riders of any Electric Riding Toy operating on a sidewalk where permissible by City Ordinance shall yield and, if necessary, stop when crossing any street or roadway.

(c) Chapter 551 of the Texas Transportation Code, as amended, shall apply to the extent it does not conflict with City Ordinance.

Sec. 58-52. Electric Bicycles – Bicycle Paths

(a) Wherever a useable public path for bicycles has been provided adjacent to a public street, Class 1 and Class 2 electric bicycle riders may use such path.

(b) When operating on a sidewalk, Class 1 and Class 2 electric bicycle riders shall not exceed five (5) miles per hour.

(c) Class 1 and Class 2 electric bicycle riders shall yield and provide right-of-way to pedestrians, slow to no more than three (3) miles per hour and pass no closer than three (3) feet of while passing pedestrians, and clearly announce presence before overtaking a pedestrian. The pedestrian shall have the right-of-way.

(c) Class 3 electric bicycles shall not be used on bicycle paths but shall use the public street and shall comply with all applicable traffic ordinances.

Sec. 58-53. Electric Bicycles – Class 3 electric bicycles

Class 3 electric bicycle riders shall ride as near as practicable to the right curb or edge of the road way, unless:

(a) the person is passing another vehicle moving in the same direction; or

(b) the person is preparing to turn left at an intersection or onto a private road or driveway; or

(c) a condition on or of the roadway, including a fixed or moving object, parked or moving vehicle, pedestrian, animal, or surface hazard prevents the person from safely riding next to the right curb or edge of the roadway.

Sec. 58-54. Electric Bicycles – Age Restrictions

(a) All riders of Class 1 and 2 electric bicycles under the age of seventeen (17) shall wear a helmet. All riders of Class 3 electric bicycles under the age of twenty-one (21) shall wear a helmet.

(b) Class 1 and Class 2 electric bicycle riders under the age of twelve (12) shall be accompanied by an adult when on a public space.

(c) Class 3 electric bicycle riders shall be fifteen (15) or older to ride the electric bicycle on public space.”

Sec. 58-55. Electric Bicycles – Operation at Night

All electric bicycles operated at night on a public street, path or sidewalk shall be upfitted with lights and reflectors as required by Chapter 551 of the Texas Transportation Code, as amended.

Sec. 58-56. Electric Scooters and Electric Skateboards

(a) Electric Scooters and Electric Skateboards shall be ridden on sidewalks where sidewalks are available.

(b) Electric Scooters and Electric Skateboard riders shall yield to any pedestrian or bicycle when passing or overtaking on sidewalks. Pedestrians have the right of way.

Sec. 58-57. Electric Riding Toys - Penalty

(a) A first violation under this article may result in the violators being required to complete an electric riding toy safety class conducted by the Memorial Villages Police Department.

(b) A first violation under this article may be subject to a fine not to exceed \$50.

(c) Subsequent or repeat violations under this article may be subject to a fine not to exceed \$2,000.

(d) A parent or guardian of a minor, who knowingly allowed said minor to violate this ordinance and said minor is found in violation of this ordinance, may be subject to a fine not to exceed \$2,000.”

Sec. 58-58. Small Motor Vehicle – General Provisions; Penalty

(a) It shall be unlawful for any person to operate a moped or motor-assisted scooter upon any public sidewalk or public hike path or public bike path within the city.

(b) It shall be unlawful for any person to operate a pocket bike or minimotorbike upon any public sidewalk, public hike path, public bike path, highway, road, or street within the city.

(c) Any person who shall violate this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined not to exceed \$2,000.”

SECTION 4. Any person who intentionally, knowingly, recklessly, or with criminal negligence violates any provision of this Ordinance shall be guilty of a misdemeanor, and upon conviction, shall be subject to a fine in the amount not to exceed \$2,000.00 for any violation hereof, with each day being a separate violation.

SECTION 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Piney Point Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

SECTION 6. The amendment to the Code of Ordinances, City of Piney Point Village, Texas provided for in this Ordinance shall be in full force and effect on the date of its execution below.

PASSED, APPROVED and ORDAINED this _____ day of _____ 2024.

MARK KOBELAN, MAYOR

ATTEST:

BOBBY PENNINGTON, City Administrator / City Secretary

TO: City Council

FROM: R. Pennington, City Administrator
VIA: H. Miller, Fire Chief

MEETING DATE: June 24, 2024

SUBJECT: Consideration and possible action on the Village Fire Department.

Agenda Item: 3

Summary:

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

- a) Update on activities.
- b) VFD 2025 Budget.
- c) VFD Financials, Agendas and Minutes

Recommendation:

The VFD Commission request approval of the following as action items:

1. VFD 2025 Budget.

Attachments:

VFD Report documents (possible handout).
VFD 2025 Budget and related worksheets.
VFD Financials, Agendas & Minutes

VFD REPORT

**Village Fire Department
2024 Strategic Performance 2nd Quarter Report**

2024 BUDGET	Quarter Budget	Monthly Budget	April	May	June	Qtr Total
Quarterly Budget	\$ 2,378,371.96	\$ 792,790.65	\$ 763,818.61	\$ 721,575.45		\$ 1,485,394.06
Total % of Quarterly Budget Spent			32.1%	30.3%		62%
Personnel Expenditure	\$ 2,067,093.78	\$ 689,031.26	\$ 670,831.74	\$ 625,049.84		\$ 1,295,881.58
Personnel %			32.5%	30.2%		63%
Overtime Expenditure	\$ 51,500.00	\$ 17,166.67	\$ 33,097.08	\$ 26,877.44		\$ 59,974.52
Overtime %			64.3%	52.2%		116%
Capital Expenditure	\$ 48,258.31	\$ 16,086.10	\$ 26,333.67	\$ 8,372.46		\$ 34,706.13
Capital %			54.6%	17.3%		72%
Operational Expenditure	\$ 263,019.87	\$ 87,673.29	\$ 103,601.78	\$ 97,390.28		\$ 200,992.06
Operational %			39.4%	37.0%		76%
EMERGENCY OPERATIONS						
Incidents			211	372		583
Apparatuses Responses			*346	525		525
Avg. Emerg Resp. Time			0:04:33	0:06:06		
Avg. Emerg. Fire Resp. Time (Nat'l Std 6:50)			0:05:13	0:05:49		
Avg. Emerg. EMS Resp. Time (Nat'l Std 6:30)			0:04:02	0:06:44		
EMS REVENUE						
EMS Revenue Beginning Bank Balance			\$ 65,683.16	\$ 39,714.33	\$ 80,557.09	\$ 80,557.09
EMS Bank Deposits			\$ 81,779.74	\$ 40,942.50		\$ -
Disbursements			\$ (107,748.57)	\$ (99.74)		
Total Revenue Received per month			\$ 39,714.33	\$ 80,557.09	\$ 80,557.09	\$ 80,557.09
FIRE MARSHAL						
General Plans Reviewed			7	1		
Sprinkler Systems Reviewed			9	15		
Fire Prevention Permits			5	0		
Total Inspection Activities This Month			37	41		
Fires Investigated			2	3		
Community Education Events			1	1		
Total # of Houses	6708					
Houses w/Sprinklers			2417	2426		
Houses w/ Sprinkler Systems %			36.03%	36.17%	0.00%	0.00%

* Note
Incidents # was labled Apparatus Responses



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

May 2024 Summary - All Cities

Call/Incident Type/Detail	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total YTD
TOTAL	250	181	208	211	372								1222
Abdominal Pain	0	1	1	2	4								8
Allergic Reaction	2	1	2	2	1								8
Animal Bite	0	0	1	0	0								1
Assult	0	1	1	0	1								3
Automatic Aid	3	2	3	4	1								13
Automatic Aid- Apartment Fire	13	6	13	10	4								46
Automatic Aid- Building Fire	4	2	2	3	0								11
Automatic Aid- Elevator Rescue	3	1	1	0	1								6
Automatic Aid- Entrapment MVC	1	3	1	0	1								6
Automatic Aid- Gas Leak	1	1	2	3	2								9
Automatic Aid- High Rise Fire	0	2	1	0	0								3
Back Pain	0	0	2	1	1								4
Carbon Monoxide Detector With Symptoms	0	1	0	0	2								3
Carbon Monoxide Detector No Symptoms	2	3	3	1	11								20
Cardiac/Respiratory Arrest	1	1	0	0	0								2
Check a Noxious Odor	2	1	0	1	0								4
Check for Fire	0	0	1	0	1								2
Check for the Smell of Natural Gas	2	3	6	2	18								31
Check for the Smell of Smoke	2	2	1	2	5								12
Chest Pain	3	1	4	1	3								12
Child Locked in a Vehicle Engine and AC running	0	0	0	0	1								1
Child Locked in a Vehicle Engine not running	0	1	0	0	1								2
Choking	1	1	2	0	0								4
Diabetic Emergency	1	2	2	1	0								6
Difficulty Breathing	9	5	8	12	4								38
Dumpster Fire Not near Structure	0	0	0	0	1								1
Electrical Fire	0	0	1	0	1								2
Elevator Rescue	1	0	0	0	2								3
Entrapment- Non MVC	0	0	1	0	1								2
Fall Victim	10	8	13	9	11								51
Fire Alarm Business	8	6	3	6	9								32
Fire Alarm Church or School	10	6	3	4	9								32
Fire Alarm Residence	36	28	23	25	56								168
Gas Leak	3	0	5	4	15								27
Headache- Stroke symptoms not present	0	0	0	2	0								2
Heart Problems	8	6	4	6	6								30
Heat/Cold Exposure	1	0	0	0	0								1
Hemorrhage/Laceration	1	2	1	1	1								6
House Fire	2	0	1	1	6								10
Injured Party	4	4	4	3	4								19
Medical Alarm	6	5	4	2	9								26
Motor Vehicle Collision	23	15	21	25	21								105
Motor Vehicle Collision with Entrapment	0	0	1	1	2								4
Object Down in Roadway	6	1	5	6	17								35
Oven/Appliance Fire	1	0	0	0	0								1
Overdose/Poisoning	1	1	2	0	3								7
Possible D.O.S.	1	0	1	2	0								4
Powerlines Down Arcing/Burning	3	0	3	6	41								53
Pregnancy/ Childbirth	1	0	0	0	0								1
Psychiatric Emergency	3	6	2	2	3								16
Seizures	4	2	8	4	2								20
Service Call Non-emergency	14	16	12	15	36								93
Shooting/Stabbing	1	0	0	0	2								3
Sick Call	21	15	15	19	23								93
Smoke in Business	1	0	0	0	0								1
Smoke in Residence	1	0	1	1	0								3
Stroke	5	1	3	2	3								14
Transformer Fire	3	0	2	2	11								18
Trash Fire	0	0	0	0	1								1
Traumatic Injury	1	3	0	1	0								5
Unconscious Party/Syncope	14	9	7	10	10								50
Unknown Medical Emergency	1	2	3	5	1								12
Vehicle Fire	4	3	1	2	3								13
Wash Down	1	1	1	0	0								3

Month	# of Incidents	Avg Resp Time
Jan	174	4:19
Feb	126	4:17
Mar	151	4:38
Apr	148	4:33
May	279	6:06
Jun		
Jul		
Aug		
Sep		
Oct		
Nov		
Dec		
Total	878	4:46

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

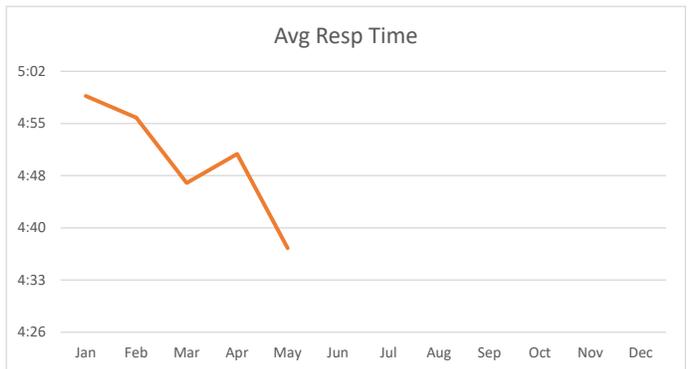




Village Fire Department
 901 Corbindale Rd
 Houston, TX, 77024
 Phone# (713) 468-7941 Fax# (713) 468-5039

May 2024 Summary - Piney Point

Call/Incident Type/Detail	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total YTD	Month	# of Incidents	Avg Resp Time
TOTAL	44	25	36	30	67								202	Jan	23	4:59
Abdominal Pain	0	0	1	0	1								2	Feb	16	4:56
Assault	0	0	0	0	0									Mar	29	4:47
Allergic Reaction	0	1	0	0	1								2	Apr	18	4:51
Back Pain	0	0	1	0	0								1	May	47	4:38
Carbon Monoxide Detector No Symptoms	0	0	1	0	1								2	Jun		
Cardiac/Respiratory Arrest	0	1	0	0	0								1	Jul		
Check for the Smell of Natural Gas	0	1	2	0	2								5	Aug		
Chest Pain	0	0	2	0	0								2	Sep		
Choking	0	1	0	0	0								1	Oct		
Difficulty Breathing	2	2	3	0	1								8	Nov		
Fall Victim	1	1	4	1	3								10	Dec		
Fire Alarm Business	0	0	0	0	1								1			
Fire Alarm Church or School	5	0	1	1	2								9			
Fire Alarm Residence	13	7	7	8	11								46			
Gas Leak	3	0	0	3	0								6			
Headache- Stroke symptoms not present	0	0	0	1	0								1			
Heart Problems	0	1	1	1	1								4			
Hemorrhage/Laceration	1	0	0	0	0								1			
House Fire	0	0	0	0	2								2			
Injured Party	0	0	0	1	2								3			
Medical Alarm	2	1	1	1	1								6			
Motor Vehicle Collision	1	1	2	1	3								8			
Motor Vehicle Collision with Entrapment	0	0	0	0	1								1			
Object Down in Roadway	3	0	2	1	4								10			
Overdose/Poisoning	0	0	0	0	1								1			
Possible D.O.S.	1	0	1	0	0								2			
Powerlines Down Arcing/Burning	2	0	1	1	9								13			
Psychiatric Emergency	0	0	0	1	0								1			
Seizures	0	0	0	0	1								1			
Service Call Non-emergency	4	4	3	6	9								26			
Shooting/Stabbing	0	0	0	0	2								2			
Sick Call	2	1	1	2	3								9			
Stroke	2	0	2	0	1								5			
Transformer Fire	1	0	0	0	2								3			
Traumatic Injury	1	0	0	0	0								1			
Unconscious Party/Syncope	0	2	0	1	2								5			
Unknown Medical Emergency	0	1	0	0	0								1			
															133	4:50



VFD BUDGET

**Village Fire Department
2025 Proposed Budget Summary**

% Delta
From 2024

CAPITAL EXPENDITURES:

Capital Expenditures TOTAL	\$146,600.00	
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PERSONNEL EXPENDITURES:

Payroll	6,880,875	
Benefit	1,647,660	
Personnel Expenditures TOTAL	\$8,528,535.00	

OPERATIONAL EXPENDITURES

Red Trucks & Saving Lives	344,630	
Dispatch	11,200	
Fire Prevention - Fire Marshal's Office	5,600	
Fire Station	215,010	
Office	57,550	
Professional Services	164,115	
Training	91,300	
Maintenance	270,800	
Events & Other	40,580	
Operating Expenditures TOTAL	\$1,200,785.00	

Subtotal	\$9,875,920	
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<u>CAPITAL REPLACEMENT FUND 2</u>	200,000	
	\$200,000	

TOTAL BUDGET ASSESSED TO THE CITY	\$10,075,920.00	1.64%
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<u>Estimated EMS Revenue</u>	250,000	
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<u>Total Proposed 2025 Budget including EMS Revenue</u>	\$10,325,920.00	4.16%
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Village Fire Department
2025 Budget Worksheet

GENERAL FUND								
Budget Category	Detail Category	2023 Original	2023 Amended	2023 Actual	2024 Adopted	2025 Proposed	\$ Increase/ 2024-2025	% Increase
CAPITAL								
Capital								
	Physical Plant/Facility	10,000	200,000	190,315	10,000	10,000	0	0%
	Misc. Tools & Equipment - FIRE	50,000	50,000	66,898	32,375	86,000	53,625	166%
	Misc. Tools & Equipment - EMS				26,356	12,800	(13,556)	-51%
	Protective Gear	55,000	140,810	126,727	41,680	22,400	(19,280)	-46%
	Boat					0	0	0%
	Gym Equipment				0	0	0	0%
	Office Computers			6,882	3,924	10,000	6,076	155%
	Apparatus Computers			22,117	13,734	0	(13,734)	-100%
	Radios	29,000	100,000	70,649	64,964	5,400	(59,564)	-92%
	TOTAL CAPITAL	144,000	490,810	483,588	193,033	146,600	(46,433)	-24%
PERSONNEL								
Payroll								
	Base Pay	4,786,388	5,051,944	5,054,985	5,542,285	5,789,000	246,715	4%
	457 Plan Compensation	95,728	101,091	98,401	110,846	115,780	4,934	4%
	Longevity	22,000	22,000		22,000	26,600	4,600	21%
	Higher Class	28,000	28,000		18,540	21,735	3,195	17%
	Overtime	418,098	560,817	483,164	261,406	369,140	107,734	41%
	Professional Certification	46,000	57,000	57,269	57,000	69,640	12,640	22%
	FICA	412,810	412,810	425,470	454,513	488,980	34,467	8%
	TOTAL PAYROLL	5,809,025	6,233,662	6,119,290	6,466,589	6,880,875	414,286	6%
Benefits								
	Retirement - TMRS	361,546	373,951	371,849	402,809	428,260	25,451	6%
	Health Insurance	1,120,284	1,040,284	1,034,529	1,246,876	1,054,600	(192,276)	-15%
	Basic Life, ADD, & LTD Insurance	26,432	33,000	29,649	34,449	25,200	(9,249)	-27%
	Worker's Comp. Insurance	59,776	66,964	65,372	71,651	93,600	21,949	31%
	Meal Allowance	40,000	40,000	40,000	46,000	46,000	0	0%
	TOTAL BENEFITS	1,608,038	1,554,199	1,541,399	1,801,786	1,647,660	(154,126)	-9%
	TOTAL PERSONNEL	7,417,063	7,787,862	7,660,690	8,268,375	8,528,535	260,160	3%

Village Fire Department
2025 Budget Worksheet

Budget Category	Detail Category	2023 Original	2023 Amended	2023 Actual	2024 Adopted	2025 Proposed	\$ Increase/ 2024-2025	% Increase
OPERATING								
Red Trucks & Saving Lives								
	Ambulance Medical Supplies	62,000	62,000	47,303	70,000	60,000	(10,000)	-14%
	IP Address VPN - PS Lightwave				8,820	8,820	0	0%
	Internet, Phones, & TV - Comcast				19,800	19,800	0	0%
	Mobile Device Services				4,067	6,100	2,033	50%
	City of Houston Radio System				19,680	19,680	0	0%
	Communications - Motorola 47 & NICE				43,000	45,580	2,580	6%
	Incident Records & CAD - Propheonix				24,000	28,810	4,810	20%
	EMS Protocol App - Handtevy				2,300	4,620	2,320	101%
	Training Software & Vehicle Checks - Vector Solutions				7,000	8,600	1,600	23%
	EMS Equipment Maintence - ProCare/Stryker				21,000	22,470	1,470	7%
	Uniforms	15,000	15,000	6,638	20,000	55,200	35,200	176%
	Fuel	55,000	84,514	47,491	48,000	55,000	7,000	15%
	Vehicle Licenses & Permits				5,000	5,000	0	0%
	Dues & Subscriptions	6,500	6,500	4,895	2,439	4,950	2,511	103%
	TOTAL RED TRUCKS & SAVING LIVES	138,500	168,014	106,329	295,106	344,630	49,524	17%
Dispatch								
	Dispatch Alerting System - US Designs (Samantha)			17,637	7,921	11,000	3,079	39%
	Electronic Protocol Cards - Pro QA				2,500	0	(2,500)	-100%
	Translation Service - Language Line				200	200	0	0%
	TOTAL DISPATCH	0	0	17,637	10,621	11,200	579	5%
Fire Prevention - Fire Marshal's Office								
	Public Education & Relations & Promotional	10,000	10,000	5,210	5,000	5,000	0	0%
	Inspections				200	0	(200)	-100%
	Fire Investigations				950	500	(450)	-47%
	Law Enforcement Equipment				2,850	100	(2,750)	-96%
	TOTAL FIREPREVENTION - FIRE MARSHAL'S OFFICE	10,000	10,000	5,210	9,000	5,600	(3,400)	-38%
Fire Station								
	Building Maintenance	45,000	45,000	41,279	26,892	30,000		
	Station Supplies				18,600	18,000	(600)	-3%
	Public Utilities	75,000	60,349	62,179	54,240	67,000	12,760	24%
	Rent	10	10	10	10	10	0	0%
	Property & Casualty Insurance	52,253	94,558	85,418	72,306	100,000	27,694	38%
	TOTAL FIRE STATION	172,263	199,917	188,886	172,049	215,010	42,961	25%
Office								
	Office Supplies				10,933	14,400	3,468	32%
	Office Software				34,732	41,150	6,418	18%
	Bank Service Charges				7,000	2,000	(5,000)	-71%
	TOTAL OFFICE	120,400	130,400	51,158	52,664	57,550	4,886	9%

**Village Fire Department
2025 Budget Worksheet**

Budget Category	Detail Category	2023 Original	2023 Amended	2023 Actual	2024 Adopted	2025 Proposed	\$ Increase/ 2024-2025	% Increase
Professional Services								
	Accounting Services				0	16,000	16,000	#DIV/0!
	Legal Services				36,000	36,000	0	0%
	IT Services				28,000	31,890	3,890	14%
	Health Insurance Consulting Services				11,500	13,225	1,725	15%
	Medical Director Services				20,000	25,000	5,000	25%
	Salary/Benefit Survey Services*			0	0	5,000	5,000	#DIV/0!
	Legal Notices & Advertising				3,000	10,000	7,000	233%
	Other Professional Services				16,000	27,000	11,000	69%
	TOTAL PROFESSIONAL SERVICES	132,350	179,850	163,601	114,500	164,115	49,615	43%
Training								
	Fire Training	30,000	30,000	41,723	37,740	32,000	(5,740)	-15%
	Fire Certification Fees	6,000	6,000	2,817	7,320	7,300	(20)	0%
	EMS Training	17,000	17,000		18,000	18,000	0	0%
	EMS Certification Fees				6,000	6,000	0	0%
	Emergency Management Training - (TDEM)				7,000	6,000	(1,000)	-14%
	Fire Marshal Training				8,000	8,000	0	0%
	Fire Marshal Certification Fees				0	0	0	#DIV/0!
	Dispatch Training & Certification Fees				0	9,000	9,000	#DIV/0!
	Admin Training & Certification Fees				5,000	5,000	0	0%
	General Supplies for Training				5,000		(5,000)	-100%
	TOTAL TRAINING	53,000	53,000	44,540	94,060	91,300	2,240	-3%
Maintenance								
	Vehicle Maintenance	285,272	285,272	271,853	165,000	185,000	20,000	12%
	Equipment & Supplies Maintenance				36,400	36,400	0	0%
	Bunker Gear Maintenance				26,000	28,600	2,600	10%
	SCBA Maintenance				15,000	15,000	0	0%
	Knox Contracts				1,200	800	(400)	-33%
	Fuel System			0	900	5,000	4,100	456%
	TOTAL MAINTENANCE	285,272	285,272	271,853	244,500	270,800	26,300	11%
Events & Other								
	VFD Fire Commission & Meeting Expenses			6,790	7,580	7,580	0	0%
	VFD Employee Appreciation & Events			21,084	25,000	10,000	(15,000)	-60%
	CPR Supplies, Cards, & Equipment			39,685	7,000	3,000	(4,000)	-57%
	Emergency Contingency	10,000	10,000	0	20,000	20,000	0	0%
	TOTAL EVENTS & OTHER	10,000	10,000	67,559	59,580	40,580	(19,000)	-32%
	TOTAL OPERATIONS	921,785	1,036,453	916,772	1,052,080	1,200,785	148,705	14%
	TOTAL GENERAL FUND	8,482,848	9,315,125	9,061,050	9,513,488	9,875,920	362,432	4%

Village Fire Department
2025 Budget Worksheet

OTHER FUNDS	Category	2023 Original	2023 Amended	2023 Actual	2024 Adopted	2025 Proposed	\$ Increase/ 2024-2025	% Increase
	Capital Replacement Fund	200,000	380,000	200,000	400,000	200,000	(200,000)	-50%
	Surplus Contribution					238,054	238,054	#DIV/0!
	EMS Revenue Contribution					250,000	250,000	#DIV/0!
	TOTAL CAPITAL REPLACEMENT FUNDS	200,000	380,000	200,000	400,000	688,054	288,054	72%

Category	2023 Original	2023 Amended	2023 Actual	2024 Adopted	2025 Proposed	\$ Increase/ 2024-2025	% Increase
GENERAL FUND	8,482,848	9,315,125	9,061,050	9,513,488	9,875,920	362,432	4%
CAPITAL REPLACEMENT FUND	200,000	380,000	200,000	400,000	200,000	(200,000)	-50%
TOTAL BUDGET TO BE ASSESSED	8,682,848	9,695,125	9,261,050	9,913,488	10,075,920	162,432	2%
EMS REVENUE CONTRIBUTION					250,000		
COMBINED ASSESSMENTS & CONTRIBUTIONS	8,682,848	9,695,125	9,261,050	9,913,488	10,325,920	412,432	4%

Village Fire Department Budget History

	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Audited Actual	FY 2024 Approved	FY 2025 Budget Proposed
General Fund Expenditures:									
Capital	12,925.00	0.00	169,366.00	49,123.00	100,364.00	159,620.00	483,588.07	193,033.25	146,600.00
Personnel	4,624,866.00	4,771,328.00	5,412,322.00	5,549,532.00	6,126,081.00	6,742,766.00	7,620,690.00	8,268,375.07	8,528,535.00
Operating	590,598.00	707,724.00	610,682.00	783,740.00	700,656.00	953,900.00	956,771.00	1,052,079.53	1,200,785.00
Total Expenditures	5,228,389.00	5,479,052.00	6,192,370.00	6,382,395.00	6,927,101.00	7,856,286.00	9,061,049.07	9,513,487.85	9,875,920.00
Capital Replacement Fund:									
\$ for Cap. Replacement Plan	160,000.00	130,000.00	160,000.00	160,000.00	180,000.00	180,000.00	200,000.00	400,000.00	200,000.00
Total to Fund	160,000.00	130,000.00	160,000.00	160,000.00	180,000.00	180,000.00	200,000.00	400,000.00	200,000.00
Cost to Cities	5,388,389.00	5,609,052.00	6,352,370.00	6,542,395.00	7,107,101.00	8,036,286.00	9,261,049.07	9,913,487.85	10,075,920.00
Annual % change year-to-year		4.10%	13.25%	2.90%	8.63%	13.07%	15.24%	7.04%	1.64%

VFD FINANCIALS

Oliver, Rainey, & Wojtek, LLP
2909 Sherwood Way Ste. 300
San Angelo, TX 76901
512-756-4904

Independent Accountants' Compilation Report

To Management
Village Fire Department
Houston, TX

Management is responsible for the accompanying financial statements of Village Fire Department General Fund, Capital Replacement Fund, Facility Fund, and Ambulance Billing Fund, which comprise the statements of assets, liabilities, and fund balance - cash basis and the statements of changes in cash balances - from cash transactions as of May 31, 2024, and the related statements of receipts and expenditures - from cash transactions for the one month and five months then ended, the changes in fund balance from cash transactions for the five months then ended, and for determining that the cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

However, we did become aware of departures from financial statements prepared from cash transactions. The Village Fire Department maintains its accounting records using the modified cash basis method of accounting. Such accounting method differs from U.S. generally accepted accounting principles. Inventory, prepaids, deferred revenue, and payroll payables are currently reported in the financial statements. The effects of these departures from the cash basis of accounting have not been determined.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared in accordance with the cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Department's assets, liabilities, fund balance, receipts, and expenditures. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Oliver, Rainey, & Wojtek, LLP

San Angelo, TX
June 17, 2024

Village Fire Department
Statement Of Assets, Liabilities, and Fund Balance
Cash Basis
May 31, 2024

	<u>General Fund</u>	<u>Capital Replacement Fund</u>	<u>Facility Fund</u>	<u>Ambulance Billing Fund</u>	<u>Combined Total</u>
Assets					
Cash					
Stellar Bank General Fund	\$ 245,534.89	0.00	0.00	0.00	\$ 245,534.89
Stellar Bank Savings	535,136.44	0.00	0.00	0.00	535,136.44
Texas Class - General Fund (0003)	605,432.92	0.00	0.00	0.00	605,432.92
Stellar Bank-Capital Replacement	0.00	708.24	0.00	0.00	708.24
Texas Class - Capital Replacement (0001)	0.00	184,395.43	0.00	0.00	184,395.43
Stellar Bank-Ambulance Billing	0.00	0.00	0.00	75,104.77	75,104.77
WFB - Ambulance Billing Account	0.00	0.00	0.00	5,104.73	5,104.73
Texas Class - Ambulance (0004)	0.00	0.00	0.00	358.60	358.60
Stellar Bank-Facility Fund	0.00	0.00	227.10	0.00	227.10
Texas Class - Facility Fund (0002)	0.00	0.00	106,382.93	0.00	106,382.93
Total Cash & Certificates	<u>1,386,104.25</u>	<u>185,103.67</u>	<u>106,610.03</u>	<u>80,568.10</u>	<u>1,758,386.05</u>
Accounts Receivable	2,184.00	0.00	0.00	0.00	2,184.00
Gasoline & Oil Inventory	8,691.84	0.00	0.00	0.00	8,691.84
Prepaid Insurance	6,751.33	0.00	0.00	0.00	6,751.33
Interfund Receivables/Payables	(183,322.35)	183,333.36	0.00	(11.01)	0.00
Total Assets	<u>\$ 1,220,409.07</u>	<u>\$ 368,437.03</u>	<u>\$ 106,610.03</u>	<u>\$ 80,557.09</u>	<u>\$ 1,776,013.22</u>
Liabilities and Fund Balance					
Liabilities					
Ambulance Funds Payable	\$ 0.00	0.00	0.00	80,557.09	\$ 80,557.09
Retamage Payable	0.00	0.00	234,038.94	0.00	234,038.94
Assessments Paid in Advance	553,358.86	16,666.67	0.00	0.00	570,025.53
Total Liabilities	<u>553,358.86</u>	<u>16,666.67</u>	<u>234,038.94</u>	<u>80,557.09</u>	<u>884,621.56</u>
Fund Balance	667,050.21	351,770.36	(127,428.91)	0.00	891,391.66
Total Liabilities & Fund Balance	<u>\$ 1,220,409.07</u>	<u>\$ 368,437.03</u>	<u>\$ 106,610.03</u>	<u>\$ 80,557.09</u>	<u>\$ 1,776,013.22</u>

See Accountants' Compilation Report

**Village Fire Department
Statement of Changes in Fund Balance
From Cash Transactions
For the Five Months Ended May 31, 2024**

	<u>General Fund</u>	<u>Capital Replacement Fund</u>	<u>Facility Fund</u>	<u>Ambulance Billing Fund</u>	<u>Combined Total</u>
Fund Balance - January 01, 2024	\$ 238,055.31	\$ 128,969.07	\$ 35,870.86	\$ 0.00	\$ 402,895.24
Excess of Receipts (Expenditures) for the Five Months Ended May 31, 2024	<u>428,994.90</u>	<u>222,801.29</u>	<u>(163,299.77)</u>	<u>0.00</u>	<u>488,496.42</u>
Fund Balance - May 31, 2024	<u>\$ 667,050.21</u>	<u>\$ 351,770.36</u>	<u>\$ (127,428.91)</u>	<u>\$ 0.00</u>	<u>\$ 891,391.66</u>

See Accountants' Compilation Report

**Village Fire Department
General Fund
Statement of Receipts and Expenditures
From Cash Transactions**

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>
Receipts						
City Assessments (Note 1)	\$ 792,790.66	\$ 792,790.66	\$ 792,790.66	\$ 792,790.66	\$ 792,790.69	\$ 0.00
Miscellaneous Income	0.00	0.00	0.00	2,008.96	1,878.07	0.00
Interest/Dividend Income	2,922.89	3,036.87	3,780.31	4,153.48	4,449.39	0.00
Total Receipts	<u>795,713.55</u>	<u>795,827.53</u>	<u>796,570.97</u>	<u>798,953.10</u>	<u>799,118.15</u>	<u>0.00</u>
Capital Expend. (Note 4)	<u>(5,974.62)</u>	<u>30,069.62</u>	<u>27,307.98</u>	<u>26,333.67</u>	<u>8,372.46</u>	<u>0.00</u>
Personnel Expenditures						
Salaries	439,034.20	440,043.81	446,829.06	439,366.42	434,771.10	0.00
Overtime Regular	20,426.81	454.83	15,323.60	30,515.33	24,739.92	0.00
Overtime-Medical Standby	0.00	0.00	(69.06)	923.77	692.83	0.00
Overtime-CPR	0.00	0.00	(560.00)	1,657.98	1,444.69	0.00
Longevity	1,954.00	1,950.00	1,956.00	1,968.00	1,970.00	0.00
Higher Class	819.07	1,671.52	1,626.76	3,392.73	2,113.99	0.00
Prof. Certification Pay	5,950.42	5,245.42	5,469.55	5,344.55	5,297.92	0.00
FICA Tax	31,533.09	31,671.21	32,148.72	33,372.43	32,820.64	0.00
Basic Life, ADD & LTD Ins.	1,598.67	1,674.57	1,679.31	10,682.79	1,652.80	0.00
Retirement - TMRS	29,109.59	29,264.37	29,674.79	30,767.38	30,256.20	0.00
Health Insurance	71,640.77	75,235.41	74,830.72	65,450.72	72,915.44	0.00
Workmens' Comp Insurance	5,580.33	3,303.88	6,607.75	6,607.75	3,303.87	0.00
Meal Allowances	4,333.29	3,833.31	3,833.31	3,833.31	3,833.31	0.00
Total Personnel Expenditures	<u>611,980.24</u>	<u>594,348.33</u>	<u>619,350.51</u>	<u>633,883.16</u>	<u>615,812.71</u>	<u>0.00</u>
Operational Expenditures						
Ambulance Medical Supplies	954.29	3,995.69	5,300.09	2,585.29	5,765.90	0.00
Dues/Subscriptions/Manuals	0.00	0.00	2,198.10	0.00	0.00	0.00
Building Maintenance	4,096.83	548.75	3,341.97	2,549.13	1,494.00	0.00
Station Supplies	502.49	654.09	1,020.91	1,037.42	1,768.47	0.00
IP Address VPN-PS Lightwave	0.00	756.43	0.00	(12.92)	2,232.62	0.00
Internet, Phones & TV-Comcast	846.35	2,569.00	1,466.54	1,752.63	2,504.93	0.00
Mobile Device Serv.-T Mobile	526.49	535.79	526.52	526.52	57.00	0.00
Comm.-Motorola 47 & Nice	0.00	40,819.43	0.00	0.00	0.00	0.00
EMS Protocol App - Handevy	835.27	0.00	0.00	0.00	4,398.98	0.00
EMS Eq Maint-ProCare/Stryker	0.00	0.00	0.00	20,544.63	0.00	0.00
Fire Investigations	0.00	0.00	0.00	89.09	487.63	0.00
Law Enforcement Equipment	0.00	3,070.00	0.00	0.00	0.00	0.00
Elect. Protocol Cards-Pro QA	0.00	53.04	0.00	0.00	0.00	0.00
Translation Ser.-Language Line	0.00	0.00	0.00	4.64	0.00	0.00
VFD Fire Comm & Meet. Exp.	0.00	0.00	1,076.53	381.57	0.00	0.00
VFD Events	0.00	0.00	0.00	0.00	337.10	0.00
CPR Supplies, Cards, & Equip.	0.00	0.00	(105.87)	6,637.52	0.00	0.00
Gas & Oil (Note 5)	29,842.82	(6,499.77)	4,852.35	14,438.58	7,338.85	0.00
Property & Casualty Insurance	6,752.67	6,752.67	6,752.67	6,751.33	6,751.33	0.00
Maint. of Equip. (Note 6)	2,647.51	5,091.55	12,283.80	18,440.62	13,997.49	0.00
Miscellaneous Exp. (Note 7)	0.00	0.00	0.00	19.00	0.00	0.00
Office Expenses	1,215.47	1,160.04	3,053.08	1,806.41	2,611.95	0.00
Rent	10.00	0.00	0.00	0.00	0.00	0.00
Public Utilities	3,885.63	1,195.14	2,952.66	3,530.09	2,987.56	0.00
Fire Certification Fees	523.02	0.00	174.34	719.89	0.00	0.00
Software&Email-Microsoft 365	0.00	457.16	745.37	510.63	458.54	0.00
Legal Services	(1,960.00)	3,622.48	2,722.52	11,620.00	23,862.00	0.00
IT Services	0.00	2,200.00	2,200.00	2,200.00	2,200.00	0.00
Health Ins. Consulting Serv.	10,186.48	0.00	0.00	0.00	0.00	0.00
Medical Director Services	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	0.00
Legal Notices & Advert.	0.00	0.00	0.00	0.00	2,341.48	0.00
Other Professional Services	0.00	1,147.00	3,373.00	37.50	8,439.95	0.00
Training Programs	986.49	2,115.36	3,239.49	4,229.03	2,520.63	0.00
Uniforms	0.00	1,692.55	0.00	1,953.18	3,583.87	0.00
Total Operational Expenditures	<u>63,101.81</u>	<u>73,186.40</u>	<u>58,424.07</u>	<u>103,601.78</u>	<u>97,390.28</u>	<u>0.00</u>
Total Expenditures	<u>669,107.43</u>	<u>697,604.35</u>	<u>705,082.56</u>	<u>763,818.61</u>	<u>721,575.45</u>	<u>0.00</u>
Excess of Receipts (Expenditures)	<u>\$ 126,606.12</u>	<u>\$ 98,223.18</u>	<u>\$ 91,488.41</u>	<u>\$ 35,134.49</u>	<u>\$ 77,542.70</u>	<u>\$ 0.00</u>

VFD MEETING

Agenda & Minutes

Minutes

*VILLAGE FIRE DEPARTMENT
REGULAR MONTHLY BOARD MEETING
Wednesday, May 22, 2024, 6:00 P.M.*

1. CALL TO ORDER

A regular fire commission meeting of the Village Fire Department was held on May 22, 2024, at 901 Corbindale Houston, Texas 77024. It began at 6:00 p.m. and was presided over by the Commission Vice Chair, Henry Kollenberg. The secretary was present.

Present & Voting Were:

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

Commissioner Henry Kollenberg, Vice Chair
Commissioner Allen Carpenter, Treasurer
Commissioner Rob Adams, Secretary
Commissioner Robert (Bob) Buesinger, Member
Commissioner Matt Woodruff, Member

Present Were:

City of Bunker Hill Village
City of Piney Point Village
City of Hilshire Village
City of Hedwig Village
Village Fire Department

Alternate Clara Towsley
Alternate Aliza Dutt
Alternate Mike Garofalo
Alternate Mayor Tom Jinks
Fire Chief, Howard Miller
Administrative Staff, Marlo Longoria & Katherine Stuart
Attorney Grady Randle

Randle Law Firm

Not Present Were:

City of Bunker Hill Village
City of Hunters Creek
City of Spring Valley Village

Commissioner Keith Brown, Chair
Alternate Fidel Sapien
Alternate John Lisenby

2. BADGE PINNING CERMONY

Captain Adam Ekblaw
Captain Jason Ellis
Deputy Chief Tim Miller

3. COMMENTS FROM THE PUBLIC (Comments are limited to 3 minutes each)

None

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

- Approval of Minutes –
 - April 24, 2024 – Regular Meeting
 - April 24, 2024 - Budget Workshop
 - May 8, 2024 – Special Meeting
 - May 8, 2024 – Budget Workshop

- Approval of Bills Paid – April 2024

Commissioner Carpenter made a motion to approve the items presented in the consent agenda. Seconded by Commissioner Buesinger.

Motion carries unanimously

5. REPORTS and POSSIBLE ACTION

A. Treasurer Report

Commissioner Carpenter presented the Treasurer’s Financial Report and Strategic Performance plan. For the month of April, the fire department is at 32% for the qtr. budget; 32% for personnel, 64% for overtime, 55% for capital expenditure, and 39% for operational expenditures. He stated information is included in the Fire Commission packet.

B. Fire Chief’s Report – Events of APRIL 2024, Monthly Performance; Staffing, Record of Calls, Response Times, etc.

a. Staffing

Captain DePaul is on light duty. He is released to return to his shift June 1st.

Jeremy Royster had surgery on his knee. He is on light duty. He is hoping for a full release soon.

A new firefighter paramedic has been hired. He started on A-Shift on May 10th.

We are currently advertising for one open firemedic position. We have six applicants and will be starting the testing process soon.

We continue to search for a qualified part-time dispatcher.

Oryan Garcia is in the process of going into the military (army reserve). He is anticipating going to boot camp in August.

b. Apparatus and Equipment

4/22/2024 Engine 2 taken to the shop for preventative maintenance. It was back in service 5/3/2024.

5/14/2024 Ladder 1 taken to the shop for body work. Estimated to be out of service 2 months.

5/17/2024 Medic 2 Spring Valley incident.

c. Major incidents

Hilshire House Fire 1226 Ridgeley

5/16/2024 Straight Line Windstorm.

d. April 2024 Incidents

Fire Incidents: 83

EMS type Incidents: 87

Service Calls Non-Emergency: 21

HFD Calls: 20

Total incidents: 211

Average Response Time: 4 Minutes 33 Seconds

EMS 1st response time: (Natl Standard is 6:30)

Fire: (Natl Standard is 6:50)

e. Major Projects (2024):

Main Roof: Construction contract will be executed when it is approved by counsel. There were no issues with the roof during the strait line wind event on 5/16.

f. Consideration items

Department Guidelines are currently on SharePoint. The drafts will be placed on SharePoint when completed and ready for review.

Residential information for CAD. Work with cities to inform citizens about the ability of the fire department to put pertinent information on the CAD for their residence location. (Medical or Special Hazard)

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

None

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

None

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

A. Departmental Guidelines

No action was taken. Commissioner Kollenberg tabled

B. Claire's Recommendations for financial policies

Commissioner Kollenberg suggested a committee be appointed to review recommendations and suggestions from Ms. Bogard.

Commissioner Carpenter and Commission Kollenberg agreed to be on the committee.

No action was taken.

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

A. Allocation of the 2023 surplus per the audit, \$238,054.

Commissioner Woodruff moved to agree on the request that the VFD retain the 2023 surplus and contribute the funds to fund 2, Capital Replacement. This agenda item will be separate from the 2025 proposed budget. Seconded by Commissioner Carpenter.

B. 2025 Proposed Budget

Commissioner Woodruff moved to accept the proposed 2025 budget and directed the staff to present the budget with the 2024 budget and 2023 actuals so that the cities could determine the change. Also, a motion to direct the chief to confine his spending to the detailed worksheet prepared and not deviate from the numbers. Seconded by Commissioner Carpenter.

C. Payroll accrual action plan

Commissioner Kollenberg presented the information on the payroll accrual stating that everyone in 2023 was paid (2x) in December 1/24 of their base pay and in 2024 the employee will be paid (2x) each month 1/24 of their base pay. This action plan will be determined by the auditor and counsel.

No action was taken. Tabled and will be discussed at a later date

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

Commissioner Kollenberg requested to retire into executive session at 6:40 p.m.

A. Fire Chief – Contract

Commissioner Kollenberg reconvened into public session at 6:48 p.m.

11. ACTION – CLOSED SESSION – The Board of Directors will reconvene in open session to consider and take any actions necessary on items discussed in Executive Session

No action was taken

12. FUTURE TOPICS

Present future topic to Commissioner Brown
Staffing
Payroll

13. NEXT MEETING DATE

June 26, 2024

14. ADJOURNMENT

Commissioner Kollenberg asked for a motion to adjourn at 6:50 p.m. Commissioner Carpenter moved, seconded by Commissioner Woodruff.

[Fire Commission Meeting-20240522_180206-Meeting Recording.mp4](#)

VILLAGE FIRE DEPARTMENT
REGULAR MONTHLY BOARD MEETING
Wednesday, June 26, 2024, 6:00 P.M

Notice is hereby given of a regular monthly meeting of the Fire Commission of the Village Fire Department, to be held on **WEDNESDAY, June 26, 2024, at 6:00 P.M.**, 901 Corbindale, Hedwig Village, Texas 77024.

1. **CALL TO ORDER**
2. **COMMENTS FROM THE PUBLIC (Comments are limited to 3 minutes each)**
3. **CONSENT AGENDA** – All Consent Agenda items listed are considered to be routine by the Board of Commissioners and will be enacted by one motion. There will be no separate discussion of these items unless a Board Member requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.
 - A. Approval of Minutes – Minutes- May 22, 2024
 - B. Approval of Bills Paid –May 2024
4. **REPORTS**
 - A. Treasurer’s Financial Reports and possible action – May 2024
 - B. Fire Chief’s Report and possible action – Events of May 2024, Monthly Performance; Incidents, Record of Calls, Projects, Response Times, etc. 2024
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:
 - A. Departmental Guidelines
 - B. Claire’s recommendations for financial policies
 - C. Staffing
 - D. Payroll
8. **DISCUSSION OF AND POSSIBLE ACTION ON THE FOLLOWING** - The Board will discuss and consider possible action on the following:
 - A. Audit change made on TMRS information page – 39
 - B. Possible vehicle purchases in 2025
 - C. Foundation funding
9. **EXECUTIVE SESSION** - The Board of Commissioners will retire into Executive Session as authorized by Chapter 551; Texas Government Code, to seek legal advice related to the following matters:

a. Fire Chief – Contract

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

11. **FUTURE TOPICS**

12. **NEXT MEETING DATE**

July 24, 2024

13. **ADJOURNMENT**

I certify that the agenda for the 26th of June 2024, Regular Monthly Meeting was posted at the fire department this the 19th day of June 2024, at 4:00 P.M.

Marlo Longoria, Administrator

DRAFT

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 longoria@villagefire.org for further information.

TO: City Council

FROM: Aliza Dutt, Mayor

MEETING DATE: June 24, 2024

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

Agenda Item: 4

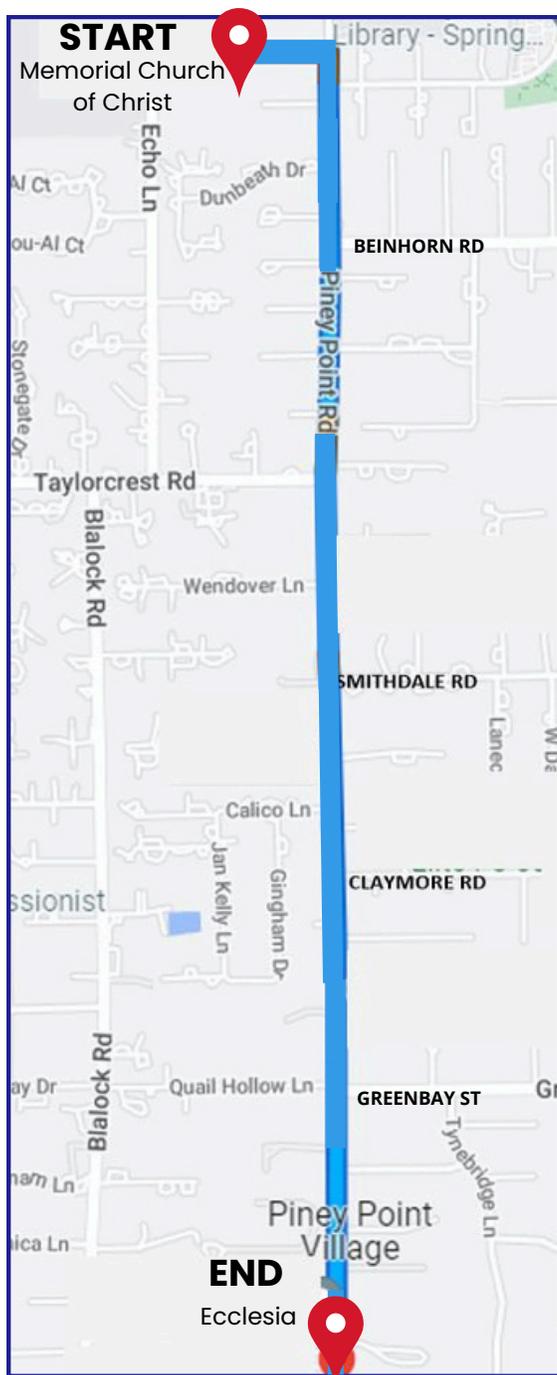
Summary:

This agenda item pertains to the mayor's reports, which provide updates on city operations to the council and community.

VILLAGES INDEPENDENCE DAY

★ ★ ★ *Parade* ★ ★ ★

Thursday, July 4, 2024



Parade

Starts at 10:00 a.m.

Starts at Memorial Church of Christ
on Gaylord

Ends at Ecclesia on Piney Point Rd

MVPD Fun Run & Bike Ride

Starts at 9:45 a.m.



For more information and to participate in the
parade, visit [www.bunkerhilltx.gov/latest-
news/independence-day-parade](http://www.bunkerhilltx.gov/latest-news/independence-day-parade) or contact
Mallory Pack at mpack@bunkerhilltx.gov



TO: City Council

FROM: R. Pennington; City Administrator

MEETING DATE: June 24, 2024

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

Agenda Item: 5

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

A. Financial Related Items:

- i. Financial Report: This report provides an overview of financial activity as of May 2024. Please find the latest report attached.
- ii. Property Tax Report: Attached is the latest report from our tax assessor-collector regarding tax collection.
- iii. Disbursements (greater than \$10,000).
(1) Brooks Watson – Audit Services at \$18,379.18.

B. Temporary Space Amendment - 7660 Woodway Suite 593

C. Update on Current Specific Use Permit Projects.

D. Country Squire Gateway Easement Proposal.

Recommendation:

Approve the following required items:

- (1) Disbursements of Brooks Watson for Audit Services at \$18,379.18.
- (2) Approve authorization of 7660 Woodway contract space amendment.

FINANCIAL RELATED ITEMS



CITY OF PINEY POINT VILLAGE FINANCIAL REPORT

MAY 2024 FINANCIALS (PRELIMINARY)

This report provides an overview of the city’s financial operations through May 2024, the fifth month of the fiscal year 2024. It includes audited beginning balances and the original adopted budgeted numbers.

General Fund

	Prior YTD	Budget	Month	YTD
Total Revenues	\$7,712,859	\$9,240,418	\$293,946	\$7,762,847
Total Expenditures	\$3,649,399	\$10,158,382	\$766,427	\$3,741,566
Over/(Under)	\$4,063,461	(\$917,964)	(\$472,481)	\$4,021,281
	Prior YTD	Budget	Month	YTD
Operating Revenues	\$7,633,754	\$9,191,418	\$290,298	\$7,705,361
Operating Expenditures	\$3,159,602	\$7,695,482	\$635,773	\$3,465,681
Over/(Under)	\$4,474,152	\$1,495,936	(\$345,476)	\$4,239,679

1. Total revenues total \$7,762,847, which is 84% of the budget and 0.6% higher than last year at this point, primarily due to the timing of property tax collection.
 - a. Property tax received to date for the M&O or the general fund portion totals \$6,820,898, or 98.4% of the budget. The current YTD amount collected represents 87.9% of the total general fund revenue. Property Tax is \$308,473 more than the last YTD, trending a little higher than last year’s collection. The city anticipates collecting an additional \$109,258 for Maintenance and Operation. The adopted rate is \$0.255140, with \$0.226507 designated as M&O and the remaining \$0.028633 as the I&S requirement to finance the annual bond debt. Payments of property taxes are due by January 31, 2024, and are delinquent as of February 1, 2024. The City currently contracts with Spring Branch ISD as the tax assessor-collector. The budget incorporates a 99% collection rate on the total taxable value. Please review the monthly tax office report for additional details and adjustments to current taxable values.

- b. Sales Tax collection for May totals \$220,718 or 45.4% of the total annual \$485,725 projection. The YTD amount collected is currently \$8,559 lower than the May 2023 collection of \$229,277, representing a 3.7% decrease. The projected sales tax collection in the budget represents 5.26% of all general fund revenue.
 - c. Franchise fees collections through May totaled \$145,715. The amount collected included \$20,896 for the cable franchise, \$113,510 for the electric franchise, and \$11,309 for telephone and wireless franchise fees. The city anticipates collecting over \$387 thousand in franchise fees.
 - d. Court revenue is \$57,428, 42.5% of the budget, and \$5,855 less than last year. Court fines total \$53,132 and the remaining \$4,296 is primarily restricted for special use, such as court security or technology. The city collected \$135 thousand in court revenue for 2023. Although the numbers for this month are low, it is anticipated that the collections for 2024 will be similar.
 - e. License and permits total \$218,601, which is projected to be less than the target at 35.1%. Permits and inspection fees alone account for 88.4% of the category revenue. Drainage reviews are currently at \$24,450. Still, two major development projects are ongoing at Kinkaid and MDE.
 - f. Alarm registrations amount to \$21,550, which is 86.2% of the annual budget projection. This is \$2,700 lower than last year. Annual alarm registration is important for keeping emergency information up-to-date for individual properties.
 - g. Interest revenue is \$220,450, which accounts for 58.9% of the budgeted line. This represents a significant increase of \$65,620 compared to the same period last year. The Federal Reserve has decided to delay and expects one interest-rate cut for this year, which means our expected interest revenue projections will remain higher than anticipated.
2. The city allocated \$7,695,485 for operating expenses and an additional \$2,462,900 for capital programming. Total expenditures currently are \$3,741,566, which is 36.8% of the budget and 2.5% more than last year-to-date. Operating expenditures amount to \$3,465,681, which is 45.0% of the budget and 9.7% more than last YTD.
3. Divisions and categories that are currently trending higher in expenditures are as follows:
- a. Police Services at \$1,359,417 or 51.8% due to the practice of providing two months of service payments at the beginning of the year as agreed for adequate MVPD operational cash flow.
 - b. Fire Services at \$954,173 or 45.8%. representing 1.5 months of service payments at the beginning of the year for adequate VFD operational cash flow.

- c. General Government expenditures, at \$515,531, or 42.0%, are slightly higher. The projected costs have increased due to higher expenses for information technology, supplies, and storage following the termination of our office lease. Additionally, fluctuations in employee insurance costs, particularly the annual HSA contribution made at the beginning of the year, have contributed to the overall increase in expenses. However, we anticipate that costs will stabilize as a result of terminating the lease, ultimately leading to savings for the city by the end of the year.
4. Capital expenditures at \$275,885 or 11.2% due to the timing of this report. The following capital projects are scheduled for the current year.
- a. 96" Stormwater Replacement CIP – This project was completed in April 2024.
 - b. Other projects include Williamsburg, Bothwell Way, Windermere Outfall Project, Smithdale Landscape/Sidewalk, Community Beautification, and traffic signals.

The budget adopted the use of \$917,964 in reserved cash and is supporting a portion of the \$2,462,900 in capital programs. In 2022, the audited ending balance for the general fund was reported as \$4,588,764. In 2023, the audited revenue exceeded expenditures by \$1 million, increasing the fund balance to nearly \$5.6 million.

Debt Service Fund

	Prior YTD	Budget	Month	YTD
Total Revenues	\$943,721	\$896,050	\$13,505	\$876,351
Total Expenditures	\$839,075	\$885,050	\$0	\$857,450
Over/(Under)	\$104,646	\$11,000	\$13,505	\$18,901

5. Revenues are \$876,351, 97.8% of the budget, with \$862,243 from property tax collections. The adopted rate designated for interest and sinking is \$0.028633 as the requirement to finance the annual bond debt. The budget incorporates a 99% collection rate based on trends from past collection years.
6. Expenditures are \$857,450, 96.9% of the budget, as debt service principal payment payments are semiannual.
- a. Two Principal payments were disbursed, \$420,000 for GO Series 2015 and \$400,000 for GO Series 2017.
 - b. In addition, payments of interest due include \$9,575 for GO Series 2015 and \$27,050 for GO Series 2017. The city is obligated to pay the remaining \$24,425 in interest by August. Current debt obligations are scheduled through 2027.
7. Although revenues are over expenditures by \$18,901, debt service restricts a portion of cash to support fund balance. The budget projects an end-the-year reserve estimated at \$205K with a for the debt service fund.

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



Piney Point Village TEXAS

Statement of Revenue & Expenditures For Month Ended: May 31, 2024

GENERAL FUND SUMMARY

	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
REVENUES						
PROPERTY TAXES	6,512,425	6,930,156	96,828	6,820,898	98.4%	109,258
SALES TAXES	229,277	485,725	46,330	220,718	45.4%	265,007
FRANCHISE TAXES	157,886	387,887	44,946	145,715	37.6%	242,172
COURT REVENUE	63,283	135,000	7,907	57,428	42.5%	77,572
PERMITS & INSPECTIONS	426,303	622,150	48,090	218,601	35.1%	403,549
ALARM REGISTRATIONS	24,250	25,000	250	21,550	86.2%	3,450
GOVERNMENTAL CONT. (METRO)	0	136,500	0	0	0.0%	136,500
PILOT FEES (KINKAID)	65,500	95,000	0	0	0.0%	95,000
INTEREST	154,830	374,000	45,947	220,450	58.9%	153,550
TOTAL OPERATING	7,633,754	9,191,418	290,298	7,705,361	83.8%	1,486,057
OTHER NON-OPERATING PROCEEDS	79,105	49,000	3,649	57,486	117.3%	(7,986)
TOTAL NON-OPERATING	79,105	49,000	3,649	57,486	117.3%	(7,986)
TOTAL REVENUES	\$7,712,859	\$9,240,418	\$293,946	\$7,762,847	84.0%	\$1,478,071
EXPENDITURES						
<u>PUBLIC SERVICE DIVISION</u>						
POLICE SERVICES	1,280,301	2,622,267	210,475	1,359,417	51.8%	1,262,850
FIRE SERVICES	838,035	2,081,832	173,486	954,173	45.8%	1,127,659
SANITATION COLLECTION	229,051	595,563	48,285	193,141	32.4%	402,422
OTHER PUBLIC SERVICES	6,172	36,900	1,484	5,654	15.3%	31,246
PUBLIC SERVICE DIVISION	2,353,560	5,336,562	433,730	2,512,384	47.1%	2,824,178
<u>OPERATIONS</u>						
CONTRACT SERVICES	154,641	475,500	64,590	188,790	39.7%	286,710
BUILDING SERVICES	146,238	302,200	26,600	122,175	40.4%	180,025
GENERAL GOVERNMENT	402,179	1,228,060	94,577	515,531	42.0%	712,529
MUNICIPAL COURT	12,666	35,510	482	7,129	20.1%	28,381
PUBLIC WORKS	90,319	317,650	15,794	119,671	37.7%	197,979
OPERATION DIVISIONS	806,042	2,358,920	202,043	953,297	40.4%	1,405,623
TOTAL PUBLIC & OPERATING	\$3,159,602	\$7,695,482	\$635,773	\$3,465,681	45.0%	\$4,229,801
<u>NON-OPERATING</u>						
CAPITAL PROGRAMS	489,797	2,462,900	130,653	275,885	11.2%	2,187,015
TOTAL NON-OPERATING	489,797	2,462,900	130,653	275,885	11.2%	2,187,015
TOTAL EXPENDITURES	\$3,649,399	\$10,158,382	\$766,427	\$3,741,566	36.8%	\$6,416,816
REVENUE OVER/(UNDER) EXPENDITURES	4,063,461	(917,964)	(472,481)	4,021,281		



Piney Point Village TEXAS

Statement of Revenue & Expenditures For Month Ended: May 31, 2024

GENERAL FUND REVENUES

	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<u>Tax Collection</u>						
10-4101 Property Tax (M&O)	6,512,425	6,930,156	96,828	6,820,898	98.4%	109,258
<i>Unearned/Adjusted</i>	0	0	0			0
<i>Total Property Tax :</i>	6,512,425	6,930,156	96,828	6,820,898	98.4%	109,258
10-4150 Sales Tax	229,277	485,725	46,330	220,718	45.4%	265,007
Total Tax Collection:	6,741,702	7,415,881	143,158	7,041,616	95.0%	374,265
<u>Permits & Inspections</u>						
10-4203 Plat Reviews	5,250	9,750	0	0	0.0%	9,750
10-4205 Contractor Registration	4,080	10,650	780	3,630	34.1%	7,020
10-4206 Drainage Reviews	31,550	50,000	5,450	24,450	48.9%	25,550
10-4207 Permits & Inspection Fees	384,673	550,000	41,860	190,021	34.5%	359,979
10-4208 Board of Adjustment Fees	750	1,750	0	500	28.6%	1,250
Total Permits & Inspections:	426,303	622,150	48,090	218,601	35.1%	403,549
<u>Municipal Court</u>						
10-4300 Court Fines	58,061	126,000	7,307	53,132	42.2%	72,868
10-4301 Building Security Fund	1,828	3,000	210	1,504	50.1%	1,496
10-4302 Truancy Prevention	1,865	3,000	214	1,534	51.1%	1,466
10-4303 Local Municipal Tech Fund	1,492	2,950	172	1,228	41.6%	1,722
10-4304 Local Municipal Jury Fund	37	50	4	31	61.3%	19
Total Municipal Court:	63,283	135,000	7,907	57,428	42.5%	77,572
<u>Investment Income</u>						
10-4400 Interest Revenue	154,830	374,000	45,947	220,450	58.9%	153,550
Total Investment Income:	154,830	374,000	45,947	220,450	58.9%	153,550
<u>Agencies & Alarms</u>						
10-4508 SEC-Registration	24,250	25,000	250	21,550	86.2%	3,450
Total Agencies & Alarms:	24,250	25,000	250	21,550	86.2%	3,450
<u>Franchise Revenue</u>						
10-4602 Cable Franchise	42,577	85,153	20,896	20,896	24.5%	64,257
10-4605 Power/Electric Franchise	113,508	272,419	22,702	113,510	41.7%	158,909
10-4606 Gas Franchise	0	25,000	0	0	0.0%	25,000
10-4607 Telephone Franchise	951	3,515	766	766	0.0%	2,749
10-4608 Wireless Franchise	850	1,800	581	10,543	585.7%	(8,743)
Total Franchise Revenue:	157,886	387,887	44,946	145,715	37.6%	242,172
<u>Donations & In Lieu</u>						
10-4702 Kinkaid School Contribution	65,500	95,000	0	0	0.0%	95,000
10-4703 Metro Congested Mitigation		136,000	0	0	0.0%	136,000
10-4704 Intergovernmental Revenues		500	0	0	0.0%	500
10-4705 Ambulance		48,000	0	31,744	66.1%	16,256
10-4800 Misc Income	55,105	1,000	1,856	7,876	787.6%	(6,876)
10-4803 CIP Cost Share	24,000	0	0	8,948		(8,948)
10-4804 Credit Card Fees		0	1,792	8,919		(8,919)
Total Donations & In Lieu:	144,605	280,500	3,649	57,486	20.5%	223,014
Total Revenue Received	7,712,859	9,240,418	293,946	7,762,847	84.0%	1,477,571
<i>FY21: Unearned Adjusted</i>	0	0	0	0		0
TOTAL REVENUES:	\$7,712,859	\$9,240,418	293,946	7,762,847	84.0%	\$1,477,571



Piney Point Village TEXAS

Statement of Revenue & Expenditures For Month Ended: May 31, 2024

GENERAL FUND EXPENDITURES

	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE	
<u>PUBLIC SERVICE DIVISION</u>							
<u>Community Events</u>							
10-510-5001	Community Celebrations	6,000	0	(74)	0	5,000	
10-510-5002	Public Relations	15,000	0	0	0.0%	15,000	
	Community Events:	0	21,000	0	(74)	-0.4%	15,000
<u>Police Services</u>							
10-510-5010	MVPD Operations	1,132,377	2,525,700	210,475	1,262,850	50.0%	1,262,850
10-510-5011	MVPD Auto Replacement	53,333	46,667	0	46,667	100.0%	0
10-510-5012	MVPD Capital Expenditure	94,591	49,900	0	49,900	n/a	0
	Police Services:	1,280,301	2,622,267	210,475	1,359,417	51.8%	1,262,850
<u>Miscellaneous</u>							
10-510-5020	Miscellaneous	0	0	0	n/a	0	
	Total Miscellaneous:	0	0	0	0	n/a	0
<u>Sanitation Collection</u>							
10-510-5030	Sanitation Collection	225,458	578,520	47,338	190,300	32.9%	388,220
10-510-5031	Sanitation Fuel Charge	3,593	17,043	947	2,840	16.7%	14,203
	Sanitation Collection:	229,051	595,563	48,285	193,141	32.4%	402,422
<u>Library Services</u>							
10-510-5040	Spring Branch Library	0	1,500	0	0	0.0%	1,500
	Library Services:	0	1,500	0	0	0.0%	1,500
<u>Street Lighting Services</u>							
10-510-5050	Street Lighting	6,172	14,400	1,484	5,728	39.8%	8,672
	Street Lighting Services:	6,172	14,400	1,484	5,728	39.8%	8,672
<u>Fire Services</u>							
10-510-5060	Villages Fire Department	838,035	2,081,832	173,486	954,173	45.8%	1,127,659
	Fire Services:	838,035	2,081,832	173,486	954,173	45.8%	1,127,659
	TOTAL PUBLIC SERVICE:	\$2,353,560	\$5,336,562	\$433,730	\$2,512,384	47.1%	\$2,818,104

		<u>PRIOR</u> <u>YTD</u>	<u>CURRENT</u> <u>BUDGET</u>	<u>MONTHLY</u> <u>ACTUAL</u>	<u>YTD</u> <u>ACTUAL</u>	<u>%</u> <u>BUDGET</u>	<u>BUDGET</u> <u>BALANCE</u>
<u>CONTRACT SERVICE DIVISION</u>							
10-520-5101	Grant Administration	0	0			n/a	0
10-520-5102	Accounting/Audit	19,399	25,000	6,610	6,610	26.4%	18,390
10-520-5103	Engineering	64,098	220,000	28,661	104,031	47.3%	115,969
10-520-5104	Legal	39,566	100,000	7,898	25,507	25.5%	74,494
10-520-5105	Tax Appraisal-HCAD	20,159	63,000	17,226	40,833	64.8%	22,167
10-520-5107	Animal Control	240	2,300	0	3,420	148.7%	(1,120)
10-520-5108	IT Hardware/Software & Support	3,994	41,200	0	0	0.0%	41,200
10-520-5110	Mosquito Control	7,185	24,000	4,195	8,390	35.0%	15,610
TOTAL CONTRACT SERVICE DIVISION:		\$154,641	\$475,500	\$64,590	\$188,790	39.7%	\$286,710
<u>BUILDING SERVICE DIVISION</u>							
<u>Building & Inspection Services</u>							
10-530-5108	Information Technology	0					
10-530-5152	Drainage Reviews	56,466	103,000	10,308	47,565	46.2%	55,435
10-530-5153	Electrical Inspections	8,100	15,000	1,125	7,110	47.4%	7,890
10-530-5154	Plat Reviews	0	500	0	0	0.0%	500
10-530-5155	Plan Reviews	20,000	50,000	4,000	16,000	32.0%	34,000
10-530-5156	Plumbing Inspections	10,080	18,000	2,565	10,935	60.8%	7,065
10-530-5157	Structural Inspections	15,435	30,000	3,060	13,950	46.5%	16,050
10-530-5158	Urban Forester	19,320	45,000	3,680	15,600	34.7%	29,400
10-530-5160	Mechanical Inspections	4,905	8,500	855	3,645	42.9%	4,855
Building and Inspection Services:		134,306	270,000	25,593	114,805	42.5%	155,195
<u>Supplies and Office Expenditures</u>							
10-530-5204	Dues & Subscriptions	0	500	0	0	0.0%	500
10-530-5207	Misc Supplies		1,000	0	350	35.0%	650
10-530-5209	Office Equipment & Maintenance		500	0	0	0.0%	500
10-530-5211	Meeting Supplies	81	900	0	0	0.0%	900
10-530-5215	Travel & Training		300	0	0	0.0%	300
Supplies and Office Expenditures:		81	3,200	0	350	10.9%	2,850
<u>Insurance</u>							
10-530-5403	Credit Card Charges	11,850	29,000	1,007	7,020	24.2%	21,980
Insurance:		11,850	29,000	1,007	7,020	24.2%	21,980
TOTAL BUILDING SERVICE DIVISION:		\$146,238	\$302,200	\$26,600	\$122,175	40.4%	\$180,025

	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE	
GENERAL GOVERNMENT DIVISION							
<u>Administrative Expenditures</u>							
10-540-5108	Information Technology	6,979	22,000	4,833	18,940	86.1%	3,060
10-540-5201	Administrative/Professional Fe		0	0	3,905	#DIV/0!	(3,905)
10-540-5202	Auto Allowance/Mileage	3,783	7,200	687	3,508	48.7%	3,692
10-540-5203	Bank Fees	1,547	3,000	72	353	11.8%	2,647
10-540-5204	Dues/Seminars/Subscriptions	702	3,600	242	576	16.0%	3,024
10-540-5205	Elections	619	3,000	110	489	16.3%	2,511
10-540-5206	Legal Notices	1,251	3,500	685	4,732	135.2%	(1,232)
10-540-5207	Miscellaneous	890	5,000	0	633	12.7%	4,367
10-540-5208	Citizen Communication	3,888	5,000	0	4,486	89.7%	514
10-540-5209	Office Equipment & Maintenance	2,737	10,000	549	1,479	14.8%	8,521
10-540-5210	Postage	360	2,000	0	232	11.6%	1,768
10-540-5211	Meeting Supplies	1,573	7,500	2,348	4,085	54.5%	3,415
10-540-5212	Rent/Leasehold/Furniture	58,935	146,000	3,000	95,407	65.3%	50,593
10-540-5213	Supplies/Storage	4,844	10,000	8,449	16,383	163.8%	(6,383)
10-540-5214	Telecommunications	3,534	16,000	1,283	5,350	33.4%	10,650
10-540-5215	Travel & Training	0	3,000	0	0	0.0%	3,000
10-540-5216	Statutory Legal Notices	180	1,500	0	0	0.0%	1,500
	Administrative Expenditures:	91,821	248,300	22,258	160,558	64.7%	87,742
<u>Wages & Benefits</u>							
10-540-5301	Gross Wages	217,071	662,745	45,140	231,827	35.0%	430,918
10-540-5302	Overtime/Severance	949	20,809	220	1,545	7.4%	19,264
10-540-5303	Temporary Personnel	3,302	0	0	0		0
10-540-5306	FICA/Med/FUTA Payroll Tax Exp	17,719	50,035	3,319	18,922	37.8%	31,113
10-540-5310	TMRS (City Responsibility)	23,994	138,135	19,567	57,640	41.7%	80,495
10-540-5311	Payroll Process Exp-Paychex	1,245	4,000	242	1,574	39.3%	2,426
	Wages & Benefits:	264,280	875,724	68,488	311,508	35.6%	564,216
<u>Insurance</u>							
10-540-5353	Employee Insurance	44,912	88,836	3,831	43,441	48.9%	45,395
10-540-5354	General Liability		10,000	0	0	0.0%	10,000
10-540-5356	Workman's Compensation	(33)	4,000	0	24	0.6%	3,976
	Insurance:	44,879	102,836	3,831	43,465	42.3%	59,371
<u>Other</u>							
10-540-5403	Credit Card Charges (Adm)	1,199	1,200	0	0	0.0%	1,200
10-540-5710	Intergovernmental Expenditure		0				
	Intergovernmental:	1,199	1,200	0	0	0.0%	1,200
	TOTAL GENERAL GOVERNMENT DIVISION:	\$402,179	\$1,228,060	\$94,577	\$515,531	42.0%	\$712,529

	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<u>MUNICIPAL COURT DIVISION</u>						
<u>Supplies & Office Expenditures</u>						
10-550-5207 Misc Supplies		250	0	0	n/a	250
10-550-5211 Meeting Supplies		2,000	0	0	n/a	2,000
10-550-5215 Travel & Training	0	1,750	0	500	n/a	1,250
Supplies and Office Expenditures:	0	4,000	0	500	n/a	3,500
<u>Insurance</u>						
10-550-5353 Employee Insurance		0			n/a	0
Insurance:	0	0	0	0	n/a	0
<u>Court Operations</u>						
10-550-5403 Credit Card Charges	1,304	6,510	482	2,829	43.5%	3,681
10-550-5404 Judge/Prosecutor/Interpreter	11,361	25,000	0	3,800	15.2%	21,200
Court Operations:	12,666	31,510	482	6,629	21.0%	24,881
TOTAL MUNICIPAL COURT DIVISION:	\$12,666	\$35,510	\$482	\$7,129	20.1%	\$28,381
<u>PUBLIC WORKS MAINTENANCE DIVISION</u>						
<u>Supplies & Office Expenditures</u>						
10-560-5108 Information Technology		0	0	765		(765)
10-560-5207 Misc Supplies		500	23	23	4.7%	477
10-560-5213 Office Supplies		0			n/a	0
10-560-5215 Travel & Training		1,000	0	0	n/a	1,000
Supplies and Office Expenditures:	0	1,500	23	788	52.6%	712
<u>Insurance</u>						
10-560-5353 Employee Insurance		0			n/a	0
Insurance:	0	0	0	0	n/a	0
<u>Maintenance & Repair</u>						
10-560-5501 TCEQ & Harris CO Permits	100	0	0	1,766	n/a	(1,766)
10-560-5504 Landscaping Maintenance	31,991	1,850	0	24,763	1338.5%	(22,913)
10-560-5505 Gator Fuel & Maintenance	0	165,000	197	563	0.3%	164,437
10-560-5506 Right of Way Mowing	20,264	1,000	0	22,380	2238.0%	(21,380)
10-560-5507 Traffic Control	3,271	15,000	718	12,605	84.0%	2,395
10-560-5508 Water Utilities	1,363	2,800	775	1,938	69.2%	862
10-560-5509 Tree Care/Removal	7,185	16,000	12,590	26,330	164.6%	(10,330)
10-560-5510 Road/Drainage Maintenance	0	1,500	56	3,301	220.1%	(1,801)
10-560-5515 Community Beautification	13,163	100,000	782	19,334	19.3%	80,666
10-560-5516 Equipment Maintenance	1,332	3,000	0	131	4.4%	2,869
10-560-5517 Street Maintenance	900	10,000	653	5,771	57.7%	4,229
Maintenance and Repair:	79,569	316,150	15,770	118,883	37.6%	197,267
<u>OTHER EXPENSES</u>						
10-560-5600 CAPITAL EQUIPMENT	10,750					
Other Expenses:	10,750	0	0	0		0
TOTAL PUBLIC WORKS DIVISION:	\$90,319	\$317,650	\$15,794	\$119,671	37.7%	\$197,979

	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<u>CAPITAL OUTLAY PROGRAMS</u>						
<u>General Capital / Maintenance Programs</u>						
10-570-5602		0				0
10-570-5606		0			n/a	0
10-570-5701		0			n/a	0
10-570-5702		0			n/a	0
10-570-5703		0			n/a	0
10-570-5806		0			n/a	0
	0	0	0	0	n/a	0
<u>Major Capital / Maintenance Programs</u>						
		0			n/a	0
10-570-5808	0	0			n/a	0
10-580-5809	127,971	0	0	4,334	n/a	(4,334)
10-580-5810	284,730	0	0	0		
10-580-5811		2,462,900	130,653	264,657	10.7%	
10-580-5821	34,830	0				
10-580-5822						
10-580-5823						
10-580-5824						
10-580-5825	42,266	0	0	6,894		
10-580-5826		0				
		0				
	489,797	2,462,900	130,653	275,885	11.2%	(4,334)
TOTAL CAPITAL OUTLAY PROGRAMS:	\$489,797	\$2,462,900	\$130,653	\$275,885	11.2%	(\$4,334)
TOTAL EXPENDITURES:	\$3,649,399	\$10,158,382	\$766,427	\$3,741,566	36.8%	\$4,219,393



Piney Point Village TEXAS

Statement of Revenue & Expenditures For Month Ended: May 31, 2024

DEBT SERVICE FUND

	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
REVENUES						
PROPERTY TAXES	904,506.79	881,050	12,381	862,243	97.9%	18,807
<i>Unearned/Adjusted</i>	<i>0</i>	<i>0</i>		<i>0</i>		<i>0</i>
<i>Total Property Tax :</i>	<i>904,507</i>	<i>881,050</i>	<i>12,381</i>	<i>862,243</i>	<i>97.9%</i>	<i>18,807</i>
INTEREST	39,214	15,000	1,124	14,108		892
TOTAL OPERATING	943,721	896,050	13,505	876,351	97.8%	19,699
TOTAL REVENUES	\$943,721	\$896,050	\$13,505	\$876,351	97.8%	\$19,699
EXPENDITURES						
TAX BOND PRINCIPAL	790,000	820,000	0	820,000	100.0%	0
TAX BOND INTEREST	48,325	61,050	0	36,625	60.0%	24,425
FISCAL AGENT FEES	750	4,000	0	825	20.6%	3,175
OPERATING EXPENDITURES	839,075	885,050	0	857,450	96.9%	27,600
TOTAL EXPENDITURES	\$839,075	\$885,050	\$0	\$857,450	96.9%	\$27,600
REVENUE OVER/(UNDER) EXPENDITURES	104,646	11,000	13,505	18,901		

**City of Piney Point Village
Monthly Tax Office Report
May 31, 2024**

Prepared by: Elizabeth Ruiz, Tax Assessor/Collector

A. Current Taxable Value \$ 3,075,697,997

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

	Current 2023 Tax Year	Delinquent 2021 & Prior Tax Years	Total
Original Levy 0.25514	\$ 7,602,266.60	\$ -	\$ 7,602,266.60
Carryover Balance	-	142,575.84	142,575.84
Adjustments	245,069.38	(9,849.87)	235,219.51
Adjusted Levy	7,847,335.98	132,725.97	7,980,061.95
Less Collections Y-T-D	7,649,422.46	(1,428.06)	7,647,994.40
Receivable Balance	<u>\$ 197,913.52</u>	<u>\$ 134,154.03</u>	<u>\$ 332,067.55</u>

C. COLLECTION RECAP:

	Current 2023 Tax Year	Delinquent 2021 & Prior Tax Years	Total
Current Month:			
Base Tax	\$ 99,122.47	\$ 2,663.35	\$ 101,785.82
Penalty & Interest	5,235.97	2,187.25	7,423.22
Attorney Fees	609.75	1,279.10	1,888.85
Other Fees	-	-	-
Total Collections	<u>\$ 104,968.19</u>	<u>\$ 6,129.70</u>	<u>\$ 111,097.89</u>

	Current 2023 Tax Year	Delinquent 2021 & Prior Tax Years	Total
Year-To-Date:			
Base Tax:	\$ 7,649,422.46	\$ (1,428.06)	\$ 7,647,994.40
Penalty & Interest	32,386.01	2,700.60	35,086.61
Attorney Fees	609.75	1,467.25	2,077.00
Other Fees	39.67	19.65	59.32
Total Collections	<u>\$ 7,682,457.89</u>	<u>\$ 2,759.44</u>	<u>\$ 7,685,217.33</u>

Percent of Adjusted Levy	<u>97.90%</u>		<u>97.93%</u>
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MONTHLY TAX OFFICE REPORT
Tax A/R Summary by Year
May 31, 2024

YEAR	BEGINNING BALANCE AS OF 12/31/2023	ADJUSTMENTS	COLLECTIONS	ENDING BALANCE AS OF 05/31/2024
22	\$ 34,483.77	\$ (8,241.98)	\$ (819.84)	\$ 27,061.63
21	25,589.37	(1,049.14)	(763.27)	25,303.50
2020	16,377.43	-	-	16,377.43
19	16,339.74	(223.50)	(221.64)	16,337.88
18	10,157.48	(234.72)	(232.86)	10,155.62
17	4,616.54	-	1.86	4,614.68
16	4,546.52	-	1.86	4,544.66
15	4,154.86	-	1.86	4,153.00
14	3,771.63	-	1.86	3,769.77
13	3,443.45	(55.85)	1.86	3,385.74
12	2,672.50	-	1.57	2,670.93
11	3,180.89	-	78.53	3,102.36
10	3,007.68	-	78.53	2,929.15
09	2,737.28	-	78.53	2,658.75
08	2,491.47	-	78.53	2,412.94
07	2,455.76	-	70.67	2,385.09
06	2,365.71	-	74.81	2,290.90
05	75.13	-	75.13	-
04	63.95	-	63.95	-
03	44.68	(44.68)	-	-
02	-	-	-	-
	<u>\$ 142,575.84</u>	<u>\$ (9,849.87)</u>	<u>\$ (1,428.06)</u>	<u>\$ 134,154.03</u>



BrooksWatson & Co., PLLC
14950 HEATHROW FOREST PARKWAY,
SUITE 530
HOUSTON, TX 77032
281.907.8788

INVOICE

Invoice Date: 5/24/24
Number: 2023-2
Amount: \$18,379.18
Terms: Due on receipt
Job Id: 000056

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

Invoice Details

Description		Amount
Professional Auditing Services for Year Ended December 31, 2023	Final Invoice	\$13,218.00
Single Audit Fee		\$5,000.00
Confirmation.com Requirement		\$161.18
TOTAL AMOUNT DUE		\$18,379.18

**TEMPORARY SPACE AMENDMENT
7660 WOODWAY SUITE 593**

FIRST AMENDMENT TO OFFICE LEASE AGREEMENT

THIS FIRST AMENDMENT TO OFFICE LEASE AGREEMENT (“Amendment”) is dated this 20th day of June 2024, by and between 7660 Woodway Partners, LP, a Texas limited partnership (“Landlord”) and City of Piney Point Village, LLC (“Tenant”).

RECITALS:

Landlord and Tenant are the current parties to that certain Office Lease Agreement dated effective April 15, 2024 (the “Original Lease”), shall be referred to herein as, the “Lease”), currently covering approximately 6,084 square feet of Net Rentable Area (the “Existing Premises”) located in Suite 460 of the office building (the “Building”) located at 7660 Woodway, Houston, Texas 77063.

Landlord and Tenant desire to further amend the Lease to revise certain provisions of the Lease in accordance with the terms, covenants, and conditions hereinafter set forth in this Amendment.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby agree to the following notwithstanding anything contained in the Lease to the contrary:

1. **Early Occupancy/Temporary Lease – Suite 593.** In accordance with the terms and conditions of this Amendment, Tenant shall lease Suite 593 which is 3,038 of Net Rentable Area. Suite 593 Premises is reflected on the floor plan attached hereto as Exhibit A.

2. **Suite 593 Premises Commencement Date.** The “Suite 593 Premises Commencement Date” shall be June 25, 2024.

3. **Expiration of Term.** The Term of the Temporary Lease shall expire simultaneously upon delivery of Suite 460.

4. **Base Rent.** For the period from the Suite 593 Premises Commencement Date through the Expiration of Term, the rental rate shall be \$0.00.

5. **Security Deposit.** Upon execution of this Amendment and subject to Section 6 of the Original Lease, Tenant shall pay a Security Deposit equal to \$1,000.00 to Landlord which may be refundable to Tenant upon Expiration of Term.

6. **Condition of Premises.** Tenant agrees to accept the Suite 450 Premises in its “AS-IS WHERE IS”, “WITH ALL FAULTS” condition.

7. **Landlord Access.** Landlord and its Agents shall have the right to access the space at any time to show the space to prospective Tenants. Landlord must give Tenant not less than 24 hours prior notice.

8. **Ratification.** Except as amended by the terms of this Amendment, all of the terms, covenants and conditions of the Lease, as heretofore amended, and the rights and obligations of the Landlord and Tenant thereunder shall remain in full force and effect, and hereby are ratified and affirmed. Each signatory of this Amendment is authorized and empowered to execute and deliver this Amendment.

9. **Joint and Several.** This Amendment may be executed in several counterparts or via DocuSign or similar software and transmitted via e-mail, PDF or other electronic transmission, each of which will be fully effective as an original, and all of which together will constitute one and the same instrument.

10. **Definitions.** All capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the Lease.

11. **Conflicts.** In the event there is a conflict between the terms of this Amendment and the Lease, this Amendment shall control for all purposes.

12. **Confidentiality.** Landlord and Tenant acknowledge and agree that the terms of this Amendment and the Lease are confidential and constitute proprietary information of Landlord and Tenant. Disclosure of the terms of the Lease and this Amendment could adversely affect the ability of Landlord to negotiate other leases with respect to the Building and impair Landlord's relationship with other tenants of the Building. Landlord and Tenant each separately covenant and agree that they, and their respective partners, officers, directors, employees and attorneys shall not disclose the terms and conditions of this Amendment or the Lease to any other person without the prior written consent of the other party hereto. The foregoing shall not extend to disclosure by Landlord of the terms of this Amendment to the holder of any mortgage on the Building, or any portion thereof, or to any prospective purchaser of the Building, or any interest therein, nor to the disclosure by either party to the independent accountants who audit their respective financial statements or the parties' other professional advisors on a "need to know" basis. It is understood and agreed that damages would be an inadequate remedy for the breach of this provision by any party hereto, and each of the parties hereto shall have the right to specific performance of this provision and to injunctive relief to prevent its breach or continued breach.

13. **Miscellaneous.** The Lease, as herein amended, constitutes the entire agreement and understanding between the parties hereto relating to the subject matter hereof and all prior agreements, proposals, negotiations, understandings, and correspondence between the parties in this regard, whether written or oral, are hereby superseded and merged herewith.

-----SIGNATURE PAGE TO FOLLOW-----

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates written below.

LANDLORD:

7660 WOODWAY PARTNERS LP,
a Texas limited partnership

By: **7660 WOODWAY GP LLC,**
a Texas limited liability company,
its general partner

By: **BELVOIR GENERAL PARTNERS LLC,**
a Texas limited liability company,
its manager

By: _____
Name: Matthew Goldsby
Title: Manager

TENANT:

CITY OF PINEY POINT VILLAGE, LLC
a Texas limited liability company

By: _____

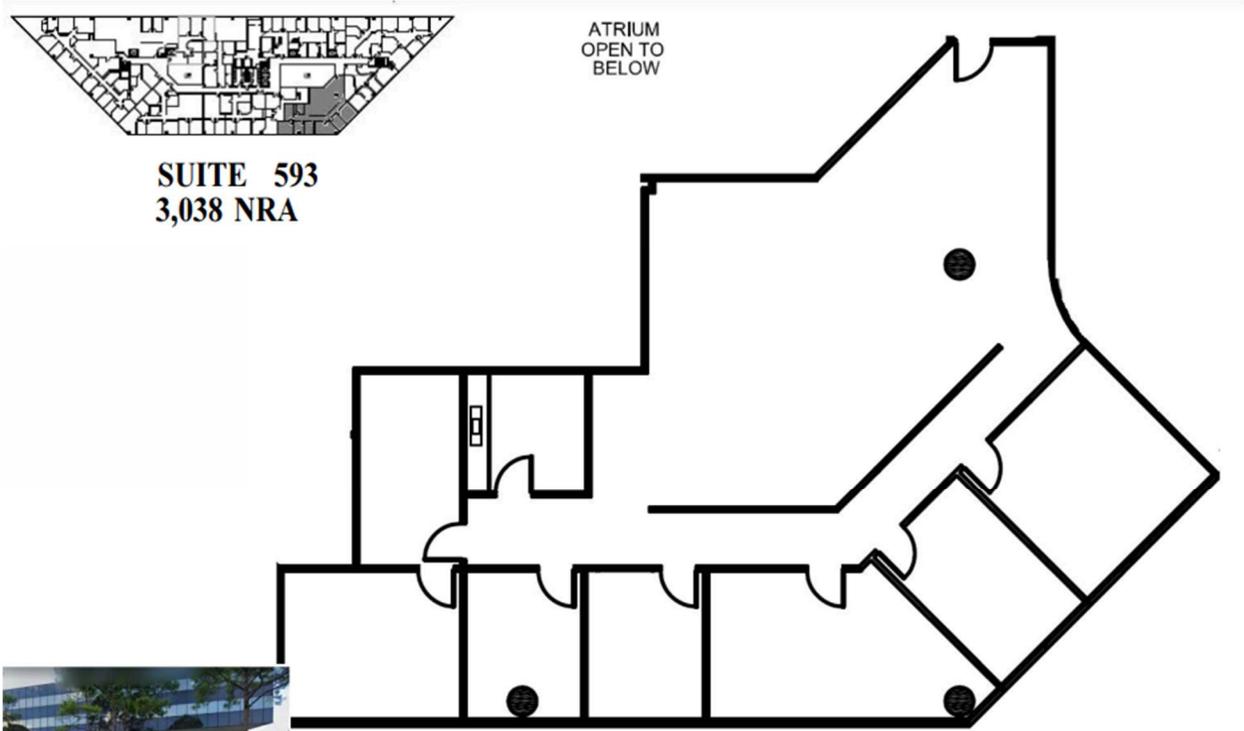
Name: Bobby Pennington _____

Title: City Administrator – City of Piney Point Village

Date: _____

Exhibit A

Suite 593 Premises Floor Plan



COUNTRY SQUIRE GATEWAY EASEMENT PROPOSAL.



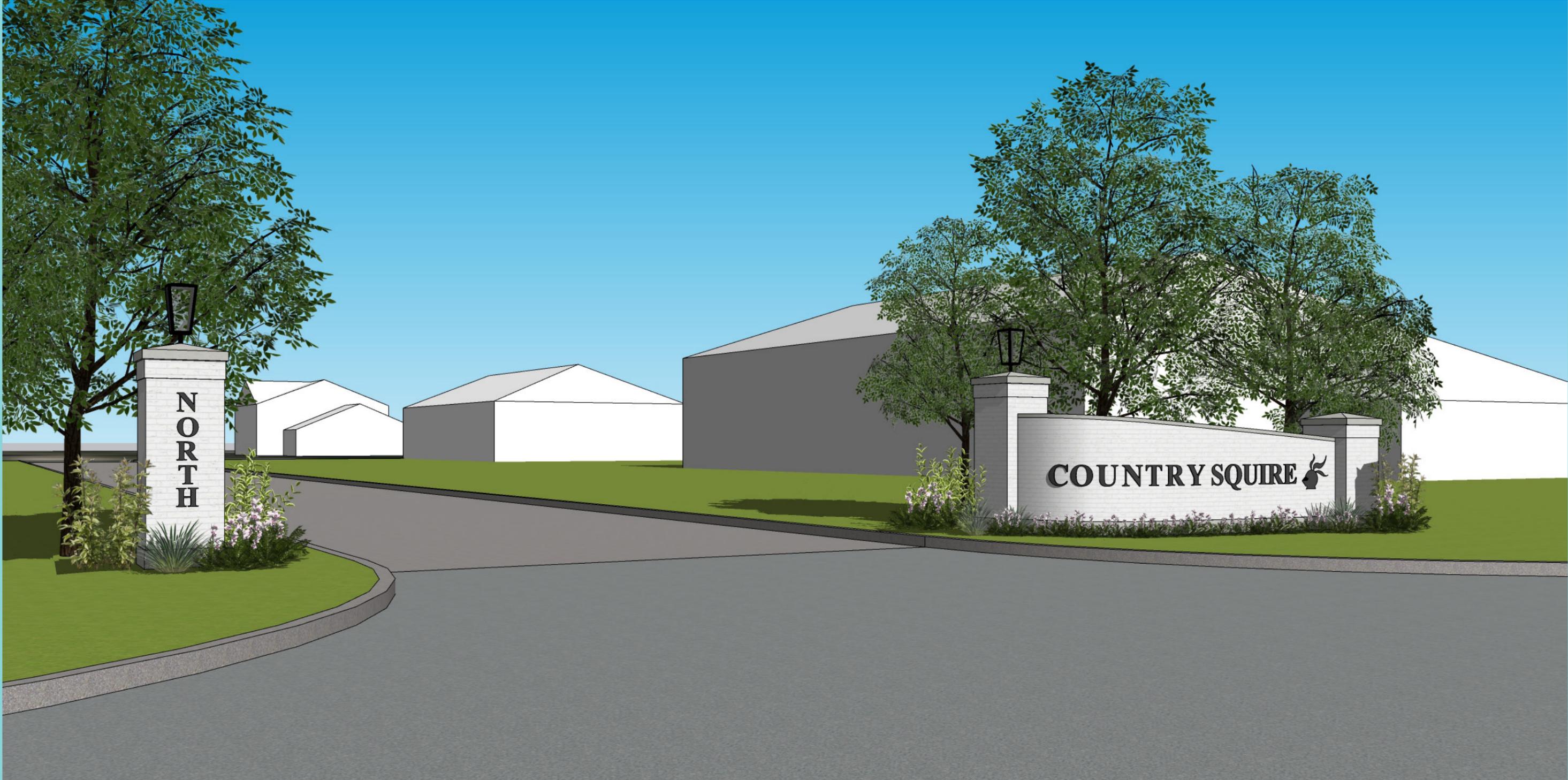
FOURFOLD
STUDIOS

Country Squire Monument Sign

PROPOSED LOCATION
04/30/2024

OPTION 1

OVERALL



OPTION 1

MAIN SIGN



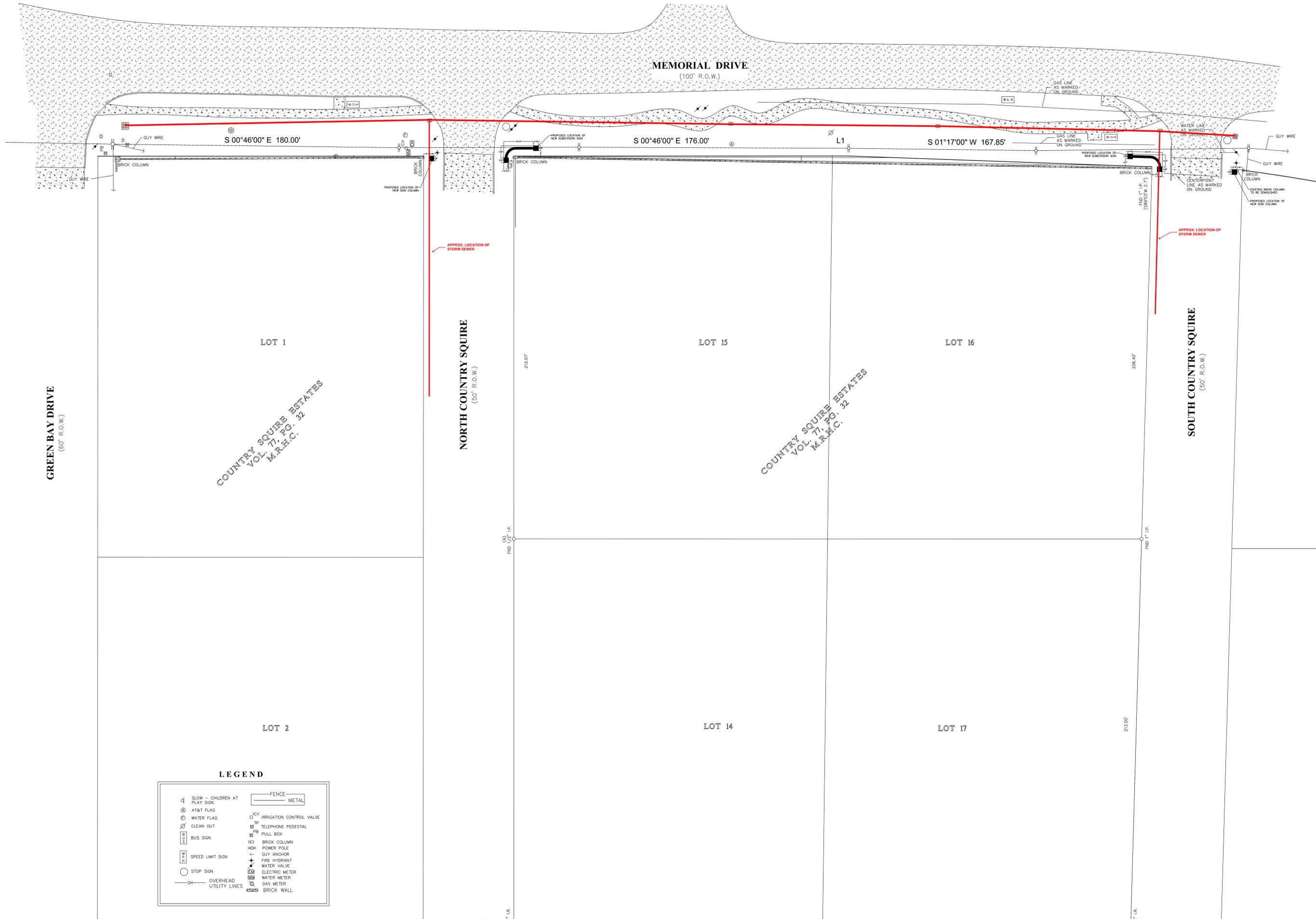
OPTION 1

PILLAR



OVERALL SITE PLAN

SCALE 1/16"=1'-0"

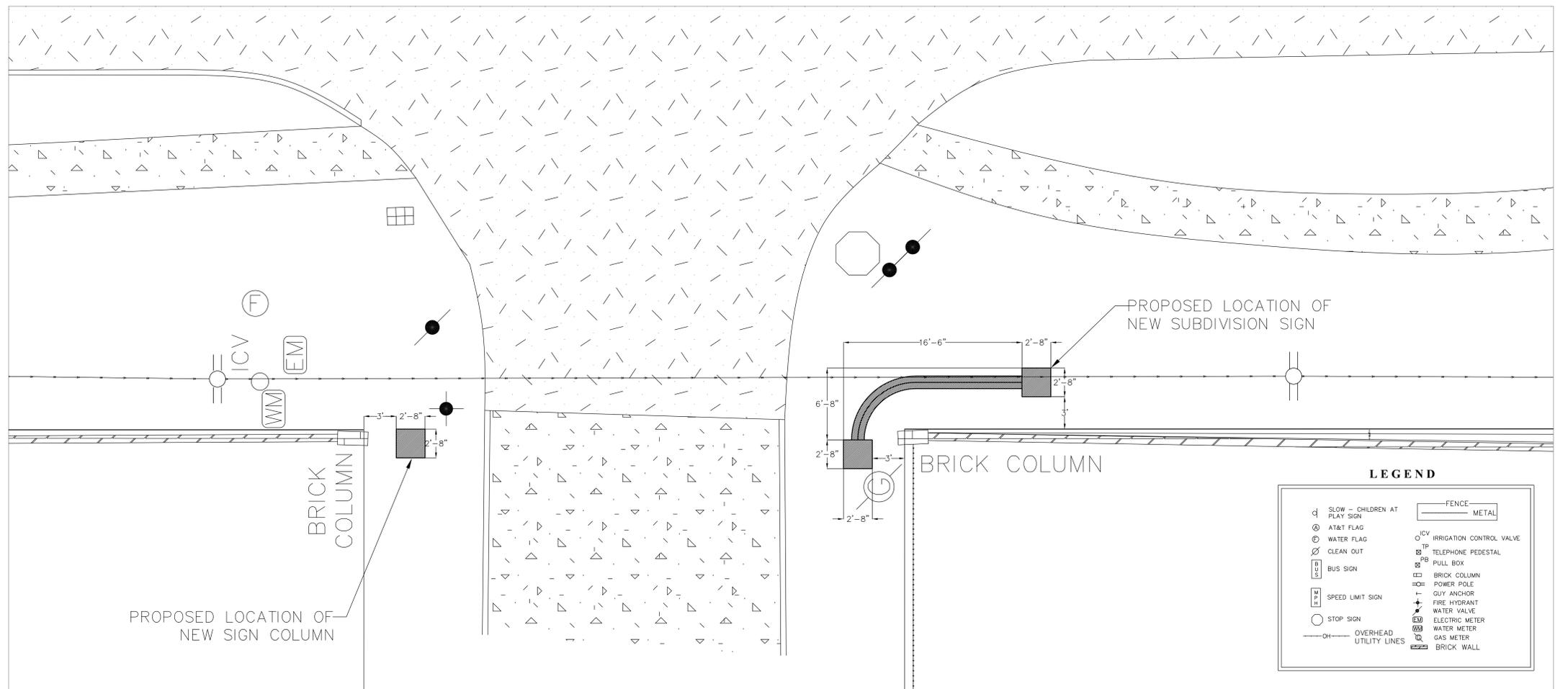


COUNTRY SQUIRE ESTATES
VOL. 77, PG. 32
M.R.H.C.

COUNTRY SQUIRE ESTATES
VOL. 71, PG. 32
M.R.H.C.

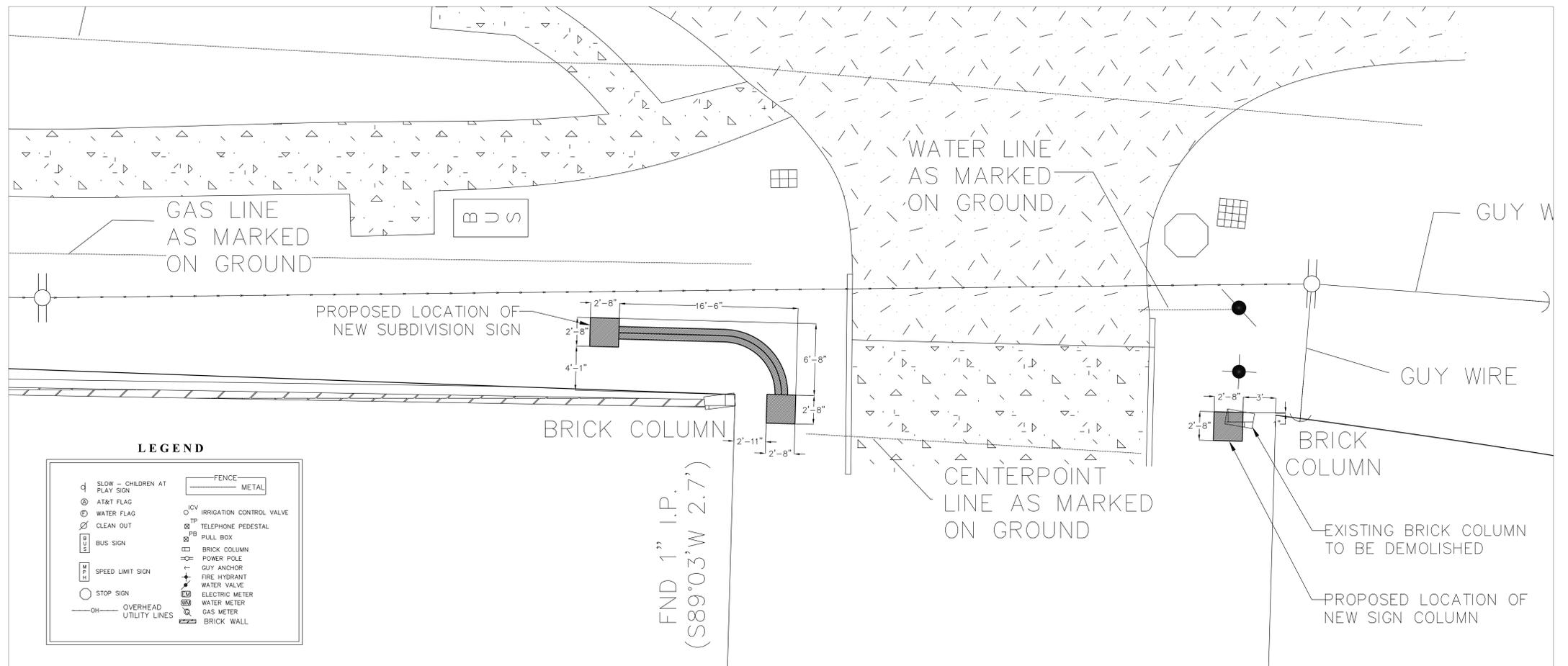
LEGEND

	SLOW - CHILDREN AT PLAY SIGN		FENCE - METAL
	WATER FLAG		IRRIGATION CONTROL VALVE
	CLEAN OUT		TELEPHONE PEDESTAL
	BUS SIGN		PULL BOX
	SPEED LIMIT SIGN		BRICK COLUMN
	STOP SIGN		POWER POLE
	OVERHEAD UTILITY LINES		GUY ANCHOR
			FIRE HYDRANT
			WATER VALVE
			ELECTRIC METER
			WATER METER
			GAS METER
			BRICK WALL



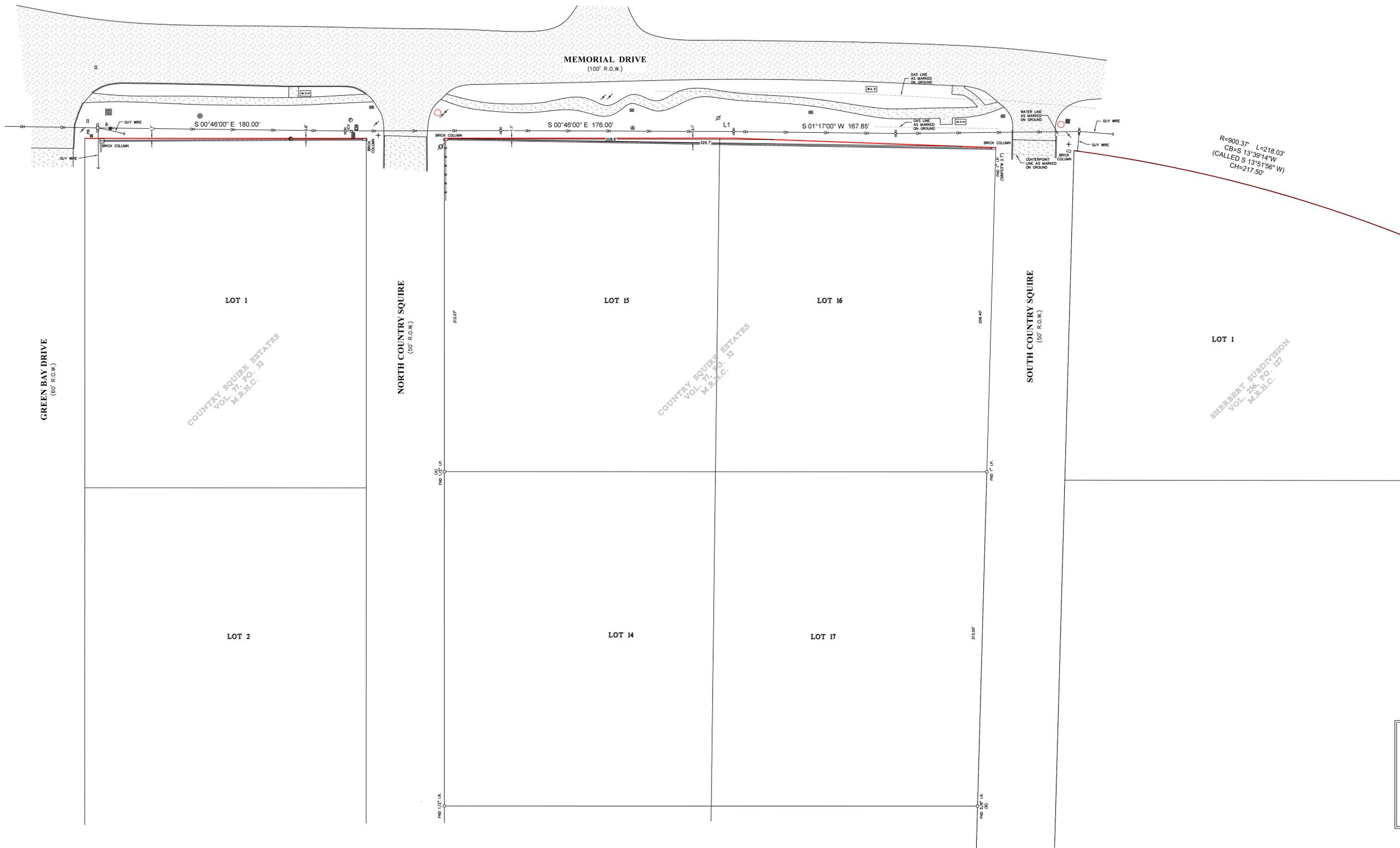
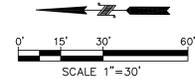
NORTH COUNTRY SQUIRE

SCALE 1/4"=1'-0"



SOUTH COUNTRY SQUIRE

SCALE 1/4"=1'-0"



COUNTRY SQUIRE ESTATES
VOL. 71, PG. 32
M.A.H.C.

COUNTRY SQUIRE ESTATES
VOL. 71, PG. 32
M.A.H.C.

SHERBERT SUBDIVISION
VOL. 14, PG. 127
M.A.H.C.

LEGEND

⊙ SLOW - CHILDREN AT PLAY SIGN	— FENCE - METAL
⊙ WATER FLAG	⊙ IRRIGATION CONTROL VALVE
⊙ CLEAN OUT	⊙ TELEPHONE PEDESTAL
⊙ BUS SIGN	⊙ FULL BOX
⊙ SPEED LIMIT SIGN	⊙ BRICK COLUMN
⊙ STOP SIGN	⊙ POWER POLE
— OVERHEAD UTILITY LINES	⊙ GUY ANCHOR
	⊙ FIRE HYDRANT
	⊙ WATER VALVE
	⊙ ELECTRIC METER
	⊙ GAS METER
	⊙ WATER METER
	⊙ BRICK WALL

LEGAL DESCRIPTION:
LINE SURVEY OF THE EAST LINE OFF COUNTRY SQUIRE ESTATES AND SHERBERT SUBDIVISION

CLIENT: COUNTRY SQUIRE ESTATES HOA

ADDRESS: MEMORIA DRIVE

www.survey1inc.com
survey1@survey1inc.com

Survey 1, Inc.
Your Land Survey Company
Firm Registration No. 100758-00
P.O. Box 2543 | Atn, TX 77512 | (281)353-1382

FIELD CREW: DM
TECH: SF

DRAFTER: MC
FINAL CHECK: EF

DATE: APRIL 18, 2024

JOB: 4-136351-24

TO: The Honorable Mayor and Members of the City Council

FROM: R. Pennington, City Administrator

MEETING DATE: June 24, 2024

SUBJECT: Consideration and possible action regarding a resolution (RES 2024.05-H), the appointment to the Planning and Zoning Commission.

Agenda Item: 6

The Planning and Zoning Commission is comprised of eight members, each of whom must be a resident citizen, qualified voter, and property owner of the city both at the time of their appointment and throughout their tenure on the commission. The mayor appoints the commission members, and the city council must approve their appointments. The mayor can remove any member of the commission subject to the city council's agreement.

Currently there are three (3) positions that remain open on the Planning & Zoning Commission. In addition, the Council should appoint the existing or new members to the Commission for the next term, beginning June 1. The Council did suggest Don Jones as the chairperson at the May 14 meeting. The Commission will need to take action to qualify the request. The following are the existing members and vacancies:

- Bill Burney
- Buck Ballas
- Dana Gompers
- Don Jones
- William Ogden
- Position #6 – Vacant
- Position #7 – Vacant
- Position #8 – Vacant

Recommendation:

It is recommended that the five existing members remain on the commission to provide experience and continuity, if willing to serve. It would be ideal if new member had experience in development or understanding of planning and development practices.

Attachment:

Resolution No. 2024.05-H (Draft)

RESOLUTION NO. 2024.05-H

**A RESOLUTION AND ORDER OF THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE, TEXAS,
TO APPOINT MEMBERSHIP TO THE PLANNING AND ZONING COMMISSION.**

WHEREAS, The Texas Local Government Code's Chapter 211, "Municipal Zoning Authority," allows municipalities in Texas to regulate land use through zoning ordinances to better public health, safety, morals, or general welfare. This also includes the preservation of places and areas of historical, cultural, or architectural importance and significance.

WHEREAS, the governing body of a general-law municipality can appoint a zoning commissioner. By City Ordinance, the planning and zoning commission must be composed of eight members, each of whom must be a resident citizen, qualified voter, and property owner of the city.

WHEREAS, the commission members must be appointed by the mayor, subject to approval from the city council. Any member of the commission may be removed at the mayor's will, subject to the concurrence of the city council.

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

Section 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 2. The City Council hereby finds that the qualified citizens are appointed to serve on the City of Piney Point Village Planning and Zoning Commission as follows:

- Position 1: _____
- Position 2: _____
- Position 3: _____
- Position 4: _____
- Position 5: _____
- Position 6: _____
- Position 7: _____
- Position 8: _____

Section 3. It is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Section 4. This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED THIS 24TH DAY OF JUNE 2024.

Aliza Dutt
Mayor

Attest:

Robert Pennington
City Administrator / City Secretary

TO: City Council

FROM: Joe Moore, City Engineer; R Pennington, City Administrator

MEETING DATE: June 24, 2024

SUBJECT: Consideration and possible action on quotes for the revisions of 7 Smithdale Estates storm inlet grates.

Agenda Item: 7

Summary

The council had previously asked HDR to design and get a quote for changing the Smithdale Estates Bypass intake structure. The changes involve removing the vertical bars and adjusting the spacing on the horizontal bars to 8 inches apart, with a 5-inch gap between bars. We have received quotes, and they are included for review and potential action.

Attachments:

Quotes.

7 Smithdale Estates Inlet Modification

Contractor Quote Summary

June 24, 2024

HDR Job # 10391487

Contractor	Proposed Quote Total
Infrastructure Construction Services	\$2,900.00
Experts Underground Solutions, LLC	\$10,445.00
On Par Civil Services, LLC	\$12,000.00
J Rivas Construction	NO RESPONSE



Date of Proposal: 6-17-2024
 Proposal To: CITY OF PINEY POINT (the "Customer")
 Serving: 7 SMITHDALE INLET MODIFICATION (the "Site")

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

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

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

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	MOBILIZATION & INSURANCE	1	EA	\$ 350.00	\$ 350.00
2	MODIFY INLET SCREEN TO PLANS	1	EA	\$ 2,550.00	\$ 2,550.00
				Total	\$ 2,900.00

*** CONSTRUCTION STAKING TO BE PROVIDED BY OWNER

** WATER PROVIDED BY OWNER

Excludes: BONDS, LABORATORY TESTING, SURVEY, UTILITY RELOCATES, IRRIGATION REPAIRS, HAUL OFF OF SPOILS, SALES TAX (IF PROJECT IS TAX EXEMPT, CERTIFICATE MUST BE PROVIDED BEFORE START OF PROJECT), FEES & FINES ASSOCIATED WITH DAMAGE OF UN AND MISMARKED UTILITY LINES, DAMAGE TO ANY SURROUNDING STRUCTURES.

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

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

Pricing of Services: The Company has offered pricing at rates as shown in this Agreement for the items of work that are agreed to be performed. This pricing is shown with subtotals based on estimated quantities for the Customer's information.



However, the Company will invoice and the Customer shall pay the unit price(s) for Work based on actual quantities performed. All services and materials will be charged sales tax unless a valid Texas Sales and Use Tax Resale Certificate/Exemption Certificate is furnished.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

APPROVED AS TO FORM AND SUBSTANCE:

_____	Infrastructure Construction Services
("Customer")	("Company")
_____	_____
Signature of the Customer Representative	Signature of the Company Representative
_____	_____
Printed Name of the Customer Representative	Printed Name of the Company Representative
_____	_____
Title of the Customer Representative	Title of the Company Representative
_____	_____
Date	Date



Experts Underground Solutions, L.L.C.

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

June 18, 2024

HDR, Inc

Att. Mr. Joe Moore

4828 Loop Central Drive, Suite 700

Houston. Texas 77081

RE: City of Piney Point Village – 7 Smithdale Estates – Inlet Modification

Dear Mr. Moore,

Experts US, LLC is pleased to provide a proposal for performing **“Inlet Modifications behind 7 Smithdale Estates”**.

We performed a site visit on 6/06/2024. The following is a breakdown of costs.

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED
1	Mobilization / Demobilization	LS	1	\$1,095.00	\$1,095.00
2	Inlet Modifications Per Drawing Specifications	LS	1	\$8,850.00	\$8,850.00
5	Sod Restoration	LS	1	\$500.00	\$500.00
	Total				\$10,445.00

This price includes Mobilization, Labor, Material, Equipment, Fuel, Restoration, and Supervision.

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

- Landscaping, Stones Pavers
- Concrete structure modifications
- Water Meter

Experts US, LLC can mobilize a crew within 24 hours upon approval of this proposal. If you have any questions, please don't hesitate to contact me.

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

Sincerely,

Yonin Villares

Yonin Villares

Managing Director

Experts US, LLC

Phone: (832) 983-5987

Email: yvillares@expertsusllc.com

Accepted By: _____

Date: _____

Title: _____



Date: 06/17/2024
Customer: City of Piney Point
Attn: Joe Moore/HDR
Thomas Castillo
Phone No.: (713) 471-1311
Email: Thomas.castillo@hdrinc.com
Joseph.moore@hdrinc.com
Project: 7 Smithdale Estates
Inlet Modification
Plans:
Specifications:
Geo Tech's:
Addenda:
Estimate #: 2024-110

Scope of Work

Inlet Modification – 1 ea \$12,000.00

- Remove and Reset four existing 3" STD Galv Steel Pipe Runners
- Install 2 Additional 3" STD Galv Steel Pipe Runners
- Excavation around Inlet
- Replace Necessary Conc for Pipe Runners along with Brackets

On Par Civil Services, LLC

Exclusions

Curbs and decorative bricks.

Pricing valid for 30 days

1. *Retention is to be released for our scope of work with-in 60 after our scope is substantially complete
2. *Pricing based on mutually agreeable contract



3. Break down of pricing is for accounting only, not for separation of work. This proposal is for the complete package above. If separate awards are required please discuss with us.
Thank you for letting On Par Service - job requirements.

Thank you,
Rogelio Munoz
Managing Partner
Direct 832-642-5469
bidonpar@gmail.com

Eddie G. Breedlove
Estimator
Direct 281-389-3838
onparestimating@gmail.com

Approved By

Signature

Date

Castillo, Thomas

From: Castillo, Thomas
Sent: Wednesday, June 5, 2024 2:26 PM
To: jlira@rivasconst.com
Cc: Moore, Joseph
Subject: Inlet Modification - 7 Smithdale Estates
Attachments: Exhibit - 7 Smithdale Estates Inlet Modifications.pdf

Good afternoon,

The City of Piney Point Village requests that HDR solicit quotes for an inlet modification on a portion of Soldiers Creek located behind 7 Smithdale Estates. Attached to this message is an exhibit showing the location of the inlet and associated details for the modifications. If you are interested in the project, HDR recommends a site visit to observe the inlet and work area. Please schedule a site visit with either myself or Joe Moore prior to performing a site visit, as access is granted through the 7 Smithdale Estates backyard. Please provide a quote to one of us by 8:00 AM, June 17th. The quote will be presented to the City Council the following Monday for consideration and possible action. If you do not intend on submitting a quote for this project, please reply to this email indicating such.

Please contact us if you have any questions regarding the work.

Thank you,

Thomas Castillo
Municipal/Civil Intern

HDR
4828 Loop Central Drive, Suite 700
Houston, TX 77081
P 281.965.2317
Thomas.Castillo@hdrinc.com

hdrinc.com/follow-us

TO: City Council

FROM: Joe Moore, City Engineer; R Pennington, City Administrator

MEETING DATE: June 24, 2024

SUBJECT: Consideration and possible action on quotes for installing gravel at the Wilding Lane turnout and removing broken curbs.

Agenda Item: 8

Summary

The council had previously asked HDR to solicit quotes for curb removal and Black Star gravel substitute on the two corners at the intersection of Wilding Lane and Hedwig Road. We have received quotes, and they are included for review and potential action.

Attachments:

Quotes.

**Wilding Lane Black Star Gravel Installation
Contractor Quote Summary**

June 24, 2024
HDR Job # 10391487

Contractor	Proposed Quote Total
Infrastructure Construction Services	\$5,950.00
Experts Underground Solutions, LLC	\$8,350.00
On Par Civil Services, LLC	\$35,000.00
J Rivas Construction	DECLINED



Date of Proposal: 6-17-2024
 Proposal To: CITY OF PINEY POINT (the "Customer")
 Serving: WILDING LANE BLACK STAR (the "Site")

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

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

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

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	MOBILIZATION & INSURANCE	1	EA	\$ 650.00	\$ 650.00
2	REMOVE CURB	1	EA	\$ 1,200.00	\$ 1,200.00
3	EXCAVATE AND COMPACT SUBGRADE & INSTALL 4" BLACKSTAR	1	EA	\$ 4,100.00	\$ 4,100.00
				Total	\$ 5,950.00

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

**** WATER PROVIDED BY OWNER**

Excludes: BONDS, LABORATORY TESTING, SURVEY, UTILITY RELOCATES, IRRIGATION REPAIRS, HAUL OFF OF SPOILS, SALES TAX (IF PROJECT IS TAX EXEMPT, CERTIFICATE MUST BE PROVIDED BEFORE START OF PROJECT), FEES & FINES ASSOCIATED WITH DAMAGE OF UN AND MISMARKED UTILITY LINES, DAMAGE TO ANY SURROUNDING STRUCTURES.

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

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



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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

APPROVED AS TO FORM AND SUBSTANCE:

_____ ("Customer")	Infrastructure Construction Services _____ ("Company")
_____ Signature of the Customer Representative	_____ Signature of the Company Representative
_____ Printed Name of the Customer Representative	_____ Printed Name of the Company Representative
_____ Title of the Customer Representative	_____ Title of the Company Representative
_____ Date	_____ Date



Experts Underground Solutions, L.L.C.

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

June 17, 2024

HDR, Inc

Att. Mr. Joe Moore

4828 Loop Central Drive, Suite 700

Houston. Texas 77081

RE: City of Piney Point Village – Wilding Lane – Drainage and Paving Improvements

Dear Mr. Moore,

Experts US, LLC is pleased to provide a proposal for performing the **“Removal of existing curb and Installation of Black Star Gravel at the Intersection of Wilding Lane and Hedwig Road”**. We performed a site visit on 6/14/2024.

The following is a breakdown of costs.

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED
1	Mobilization / Demobilization	LS	1	\$1095.00	\$1095.00
2	Minor traffic control and Flagman	LS	1	\$1,200.00	\$1,200.00
3	Removal of Existing 6” Concrete Curb and Properly Dispose of.	LS	1	\$800.00	\$800.00
4	Install Proposed Black Star Gravel per sheet detail provided.	SF	99	\$45.00	\$4,455.00
5	Sod Restoration	LS	1	\$800.00	\$800.00
	Total				\$8,350.00

This price includes Mobilization, Labor, Material, Equipment, Fuel, Traffic Control, Flagman, Restoration, and Supervision.

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

- Remove and relocate traffic signed
- Concrete Sidewalk Restoration
- Water Meter
- Asphalt Restoration

Experts US, LLC can mobilize a crew within 24 hours upon approval of this proposal. If you have any questions, please don't hesitate to contact me.

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

Sincerely,

Yonin Villares
Yonin Villares

Managing Director

Experts US, LLC

Phone: (832) 983-5987

Email: yvillares@expertsusllc.com

Accepted By: _____

Date: _____

Title: _____



Date: 06/17/2024
Customer: City of Piney Point
Attn: Joe Moore/HDR
Thomas Castillo
Phone No.: (713) 471-1311
Email: Thomas.castillo@hdrinc.com
Joseph.moore@hdrinc.com
Project: Wilding Lane Gravel Substitute
Plans:
Specifications:
Geo Tech's:
Addenda:
Estimate #: 2024-113

Scope of Work

Wilding Lane Gravel Substitute \$35,000.00

- Saw cut and removal of curbs (50LF)
- Removal of 2' x 50 LF of sod/excavation
- Proof Roll
- Install Approximately 99 SF of Black Star Gravel

On Par Civil Services, LLC

Exclusions

Curbs and decorative bricks.

Pricing valid for 30 days

1. *Retention is to be released for our scope of work with-in 60 after our scope is substantially complete
2. *Pricing based on mutually agreeable contract
3. **Break down of pricing is for accounting only, not for separation of work. This proposal is for the complete package above. If separate awards are required please discuss with us.**



Thank you for letting On Par Service - job requirements.

Thank you,
Rogelio Munoz
Managing Partner
Direct 832-642-5469
bidonpar@gmail.com

Eddie G. Breedlove
Estimator
Direct 281-389-3838
onparestimating@gmail.com

Approved By

Signature

Date

Castillo, Thomas

From: J Lira <jlira@rivasconst.com>
Sent: Thursday, June 6, 2024 3:13 PM
To: Castillo, Thomas
Cc: Moore, Joseph
Subject: RE: Wilding Lane Gravel Substitute

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

Thank you for the invitation but we will pass on this occasion.



J Lira
J Rivas Construction, LLC
Operation Manager
832-874-2010
jlira@rivasconst.com

From: Castillo, Thomas <Thomas.Castillo@hdrinc.com>
Sent: Thursday, June 6, 2024 2:34 PM
To: J Lira <jlira@rivasconst.com>
Cc: Moore, Joseph <Joseph.Moore@hdrinc.com>
Subject: Wilding Lane Gravel Substitute

Good afternoon,

The City of Piney Point Village requests that HDR solicit quotes for curb removal and Black Star gravel substitute on the two corners at the intersection of Wilding Lane and Hedwig Road. Attached to this message is an exhibit showing the project location and the associated details for the project. If you are interested in the project, please provide a quote to either myself or Joe Moore (joseph.moore@hdrinc.com) by 8AM, June 17th, 2024. The quotes will be presented to the City Council the following Monday for consideration and possible action. If you do not intend on submitting a quote for this project, please reply to this email indicating such.

Please contact us if you have any questions regarding the work.

Regards,

Thomas Castillo
Municipal/Civil Intern

HDR
4828 Loop Central Drive, Suite 700
Houston, TX 77081

P 281.965.2317
Thomas.Castillo@hdrinc.com

hdrinc.com/follow-us

TO: City Council

FROM: Joe Moore, City Engineer; R Pennington, City Administrator

MEETING DATE: June 24, 2024

SUBJECT: Consideration and possible action on quotes for the removal of existing school zone signs.

Agenda Item: 9

Summary

The council had previously assigned HDR with the task of obtaining quotes for the removal of existing school zone signs as part of the effort to upgrade current zone signage and improve beacons. Although we are satisfied with the installation cost, we have now received better quotes for the removal part. These are included for your review and potential action.

Attachments:

Quotes.

**School Zone Sign Removal
Contractor Quote Summary**

June 24, 2024
HDR Job # 10391487

Contractor	Proposed Quote Total
Infrastructure Construction Services	\$9,600.00
Experts Underground Solutions, LLC	\$22,250.00
On Par Civil Services, LLC	\$24,000.00
J Rivas Construction	DECLINED

School Zone Signage Removal

Quote Sheet

City of Piney Point Village

CONTRACTOR: *Infrastructure Construction Services*

DATE: *6-18-24*

Memorial Drive Elementary School

Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Remove and dispose of existing sign, pole, concrete, and all appurtenances, including traffic control per TxMUTCD requirements, complete in place, the sum of:	EA.	14	<i>\$300.⁰⁰</i>	<i>\$4,200.⁰⁰</i>
Subtotal Memorial Drive Elementary:					

Chapelwood United Methodist Church

Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Remove and dispose of existing sign, pole, concrete, and all appurtenances, including traffic control per TxMUTCD requirements, complete in place, the sum of:	EA.	6	<i>\$300.⁰⁰</i>	<i>\$1,800.⁰⁰</i>
Subtotal Chapelwood United Methodist Church:					

Kinkaid School

Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Remove and dispose of existing sign, pole, concrete, and all appurtenances, including traffic control per TxMUTCD requirements, complete in place, the sum of:	EA.	6	<i>\$300.⁰⁰</i>	<i>\$1,800.⁰⁰</i>
Subtotal Kinkaid School:					

St Francis Episcopal Day School

Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Remove and dispose of existing sign, pole, concrete, and all appurtenances, including traffic control per TxMUTCD requirements, complete in place, the sum of:	EA.	6	<i>\$300.⁰⁰</i>	<i>\$1,800.⁰⁰</i>
Subtotal St Francis Episcopal Day School:					

TOTAL QUOTE: *\$9,600.⁰⁰*

\$9,600.⁰⁰

School Zone Signage Removal
Quote Sheet
 City of Piney Point Village

CONTRACTOR:

DATE:

Memorial Drive Elementary School

Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Remove and dispose of existing sign, pole, concrete, and all appurtenances, including traffic control per TxMUTCD requirements, complete in place, the sum of:	EA.	14	625 ⁰⁰	8,750 ⁰⁰

Subtotal Memorial Drive Elementary:

Chapelwood United Methodist Church

Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Remove and dispose of existing sign, pole, concrete, and all appurtenances, including traffic control per TxMUTCD requirements, complete in place, the sum of:	EA.	6	750 ⁰⁰	4,500 ⁰⁰

Subtotal Chapelwood United Methodist Church:

Kinkaid School

Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Remove and dispose of existing sign, pole, concrete, and all appurtenances, including traffic control per TxMUTCD requirements, complete in place, the sum of:	EA.	6	750 ⁰⁰	4,500 ⁰⁰

Subtotal Kinkaid School:

St Francis Episcopal Day School

Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Remove and dispose of existing sign, pole, concrete, and all appurtenances, including traffic control per TxMUTCD requirements, complete in place, the sum of:	EA.	6	750 ⁰⁰	4,500 ⁰⁰

Subtotal St Francis Episcopal Day School:

TOTAL QUOTE: 17,750⁰⁰

*Experts Underground Solutions, LLC
 Yocelin Villareso 6/18/2024*



Date: 06/17/2024
Customer: City of Piney Point
Attn: Joe Moore/HDR
Thomas Castillo
Phone No.: (713) 471-1311
Email: Thomas.castillo@hdrinc.com
Joseph.moore@hdrinc.com
Project: School Zone Signage Removal
Plans:
Specifications:
Geo Tech's:
Addenda:
Estimate #: 2024-111

Scope of Work

School Zone Sign Removal \$24,000.00

- Remove approximately 32 School Zone Signs
- Remove all conc
- Replace sod.

On Par Civil Services, LLC

Exclusions

Curbs and decorative bricks.

Pricing valid for 30 days

1. *Retention is to be released for our scope of work with-in 60 after our scope is substantially complete
2. *Pricing based on mutually agreeable contract
3. **Break down of pricing is for accounting only, not for separation of work. This proposal is for the complete package above. If separate awards are required please discuss with us.**

Thank you for letting On Par Service - job requirements.



Thank you,
Rogelio Munoz
Managing Partner
Direct 832-642-5469
bidonpar@gmail.com

Eddie G. Breedlove
Estimator
Direct 281-389-3838
onparestimating@gmail.com

Approved By

Signature

Date

School Zone Signage Removal

Quote Sheet

City of Piney Point Village

CONTRACTOR:

DATE:

Memorial Drive Elementary School

Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Remove and dispose of existing sign, pole, concrete, and all appurtenances, including traffic control per TxMUTCD requirements, complete in place, the sum of:	EA.	14	750.00	10,500.00
Subtotal Memorial Drive Elementary:					

Chapelwood United Methodist Church

Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Remove and dispose of existing sign, pole, concrete, and all appurtenances, including traffic control per TxMUTCD requirements, complete in place, the sum of:	EA.	6	750.00	4,500.00
Subtotal Chapelwood United Methodist Church:					

Kinkaid School

Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Remove and dispose of existing sign, pole, concrete, and all appurtenances, including traffic control per TxMUTCD requirements, complete in place, the sum of:	EA.	6	750.00	4,500.00
Subtotal Kinkaid School:					

St Francis Episcopal Day School

Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Remove and dispose of existing sign, pole, concrete, and all appurtenances, including traffic control per TxMUTCD requirements, complete in place, the sum of:	EA.	6	750.00	4,500.00
Subtotal St Francis Episcopal Day School:					

TOTAL QUOTE: 24,000.00

Castillo, Thomas

From: J Lira <jlira@rivasconst.com>
Sent: Tuesday, June 11, 2024 3:41 PM
To: Castillo, Thomas
Cc: Moore, Joseph; Jorge Rivas; Joel Zambrano
Subject: RE: Piney Point Village School Zones

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

Thank you for the invitation but we do not work on traffic signs.

J Lira
832-874-2010

From: Castillo, Thomas <Thomas.Castillo@hdrinc.com>
Sent: Tuesday, June 11, 2024 3:26 PM
To: J Lira <jlira@rivasconst.com>
Cc: Moore, Joseph <Joseph.Moore@hdrinc.com>
Subject: Piney Point Village School Zones

Good afternoon,

The City of Piney Point Village requests that we solicit quotes for the removal and disposal of existing traffic signs associated with four school zones within the City. Attached to this message is an exhibit showing the locations of the signs to be removed. If you are interested in the project, please provide a quote to myself and Joe Moore (joseph.moore@hdrinc.com) by **8AM, June 18th, 2024**. The quotes will be presented to the City Council the following Monday for consideration and possible action. If you do not intend on submitting a quote for this project, please reply to this email indicating such.

Please note that your quote should include costs for providing traffic control to include all necessary signage and flagmen per TxMUTCD requirements during the project.

Also please note that the City is currently working on a project to install flashing school zone signs and all associated signage. The proposed sign removals included in this proposal cannot be started until the new signage (separate contract) is installed. The Contractor awarded this project must coordinate with the City on the schedule of the new sign project and start within two weeks upon receipt of the Notice to Proceed.

Regards,

Thomas Castillo
Municipal/Civil Intern

HDR
4828 Loop Central Drive, Suite 700
Houston, TX 77081
P 281.965.2317
Thomas.Castillo@hdrinc.com

hdrinc.com/follow-us

TO: City Council

FROM: Joe Moore, City Engineer; R Pennington, City Administrator

MEETING DATE: June 24, 2024

SUBJECT: Consideration and possible action on the HDR proposal for engineering services for the Chuckanut project.

Agenda Item: 10

Summary

HDR Engineering has submitted a proposal for the design, bid phase, construction management, and part-time construction phase services for the Chuckanut project. The proposal provides a description of the engineering services required for the drainage improvements on Chuckanut Lane. The engineer's opinion of probable construction costs for the project is \$850,000.

Attachments:

Proposal.



June 18, 2024

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 Chuckanut Drainage & Paving Improvements Project for the
City of Piney Point Village

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

GENERAL OVERVIEW:

This proposal provides a description of the engineering services requires for the drainage improvements on Chuckanut Lane in the City of Piney Point Village. The following of a general overview of the project and the issues that are anticipated to be addressed as part of this project:

PROJECT UNDERSTANDING:

Chuckanut Lane

Currently the drainage system on Chuckanut Lane consists of open ditches with driveway culverts. All runoff produced in the subdivision splits at a drainage break near #8 and #9 Chuckanut at the street bend where runoff is conveyed to two separate outfalls at North Piney Point Road. From the drainage break, runoff either flows east towards the Chuckanut Lane and North Piney Point Road intersection or flows south to a ditch in the Chuckanut Lane cul-de-sac. The ditch in the cul-de-sac flows east through a drainage easement along the side yards of #2 Chuckanut and 239 North Piney Point Road outfalling into the North Piney Point Road drainage system.

Historically, the roadside ditches have held water on a consistent basis because of minimal or reverse grades in the slope of the ditch flow line due to misaligned driveway culverts. City Council previously requested that HDR obtain survey and investigate the existing conditions of the drainage system on the street. Several driveway culverts are misaligned and both culverts and ditch grades are not sloped consistently to a City minimum standard.

In 2017, the City installed a drainage system on North Piney Point Road at an appropriate depth and sized to convey the runoff produced from all lots on Chuckanut Lane during a City of Houston 2-year storm event. Multiple residents expressed their desire to have the storm sewer installed in the City right-of-way in front of their homes to eliminate the existing roadside ditches and driveway culverts. HDR and Councilman Dale Dodds met with residents to discuss conceptual engineering solutions and proposed a 50/50 construction cost share agreement between the City and each resident for storm sewer installation. All residents on Chuckanut Lane have expressed interest in participating in the 50/50 construction cost share agreement with the City.

It is our understanding that the City requests that HDR provide professional engineering services to design a storm sewer system in the City right-of-way starting at the outfall at the Chuckanut and North Piney Point Road intersection, continuing east along the north side of Chuckanut Lane, then turning south at the street bend continuing to the cul-de-sac. The City has also requested that the proposed improvements include installation of storm sewer in the same alignment as the existing ditch located in a drainage easement along the south side of #2 Chuckanut and 239 North Piney Point Road. Both residents have expressed interest in participating in the 50/50 construction cost share agreement for this improvement as well.

Lastly, the City requested that HDR include reconstruction of the existing asphalt pavement in the proposed scope of work for the project. The existing pavement was last reconstructed in 2005 and is showing signs of cracking, specifically on the north end of Chuckanut where the pavement splits at the medians. The 2018 Update of the Street Condition Assessment Planning Document noted the street to be rated as a 2B indicating “Fair condition with intermittent moderate alligator cracking and frequent slight cracking and channeling. Rideability fair and surface is intermittently rough and uneven.”

The engineer’s opinion of probable construction costs for the above-described project is \$850,000.

SCOPE OF SERVICES

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

I. DESIGN PHASE SERVICES

A. Basic Design Phase Services

- Hold a “kick-off” meeting with City staff to finalize the requirements for the project.

- Review available historical information (record drawings, reports/studies, GIS data, etc.)
- Research and gather information on private utilities (i.e. gas, electrical, telephone, pipelines, etc.) along the project alignment.
- Prepare drainage area map based on previously identified drainage areas.
- Prepare hydraulic calculations for the plan set.
- Prepare plan cover sheet, general notes, survey control, project layout, 75% 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.
- Prepare the engineer's opinion of probable construction costs (OPCC).
 - Any opinions of probable construction cost provided are made on the basis of information available to HDR and on the basis of HDR's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since HDR has no control over the cost of labor, materials, equipment or services furnished by others, or over the construction contractor(s') methods of determining prices, or over competitive bidding or market conditions, HDR does not guarantee that proposals, bids or actual construction costs will not vary from HDR's OPCCs
- Submit 75% Plans and OPCC for review by the City.
- Submit 75% plans to private utility companies for review and incorporate utility company markups in the final bid documents.
- Incorporate City's comments into the plans and OPCC.
- Prepare 100% design drawings, specifications, and contract documents suitable for bidding.

- 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 OPCC to costs to reflect the 100% design.
- Provide a set of Contract Documents to the City.
- Presentations of the design plans or public meetings 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.
- Coordination with residents to share plans, OPCC, other project related documents with residents or preparation of resident cost share agreements and resident coordination for signatures is not included in this scope of services. If the City requests such services, HDR will perform such services under the existing on-going contract with the City.

B. Special Services

1. Urban Forestry Services

- HDR will obtain services from a professional urban forester subconsultant to evaluate tree protection measures needed during the final design and construction phase. Evaluation will be presented in a preliminary findings report to assist in project design and tree protection plans to be incorporated into the project plans.

2. Traffic Control Plan

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

3. Storm Water Pollution Protection Plan

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

II. BID PHASE SERVICES

A. Basic Services

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

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

III. CONSTRUCTION PHASE SERVICES

A. Basic Services – Construction Management

- Act as the City's Project Representative during the construction phase.
- Review and respond accordingly to submittals as required by the contract specifications.
- Respond to RFI's and prepare change orders necessitated by field conditions.
- Review the contractor's pay estimates, evaluate the completion of work, and make payment recommendations to the City.

- Visit the site periodically to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the contract documents. Site representation (construction observation) is not included as part of the Basic Services for Construction Management. Site representation is included in the Construction Phase - Special Services.
- HDR will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). HDR's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but HDR will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits HDR shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a final review of the Project and make a recommendation for Final Payment on the Project.
- Engineer shall provide the City one electronic copy of record plans based on the drawings provided to the Engineer by the Contractor(s).
- A public meeting with residents is not included in this scope of services. If the City determines that a public meeting is warranted, HDR will perform such services under the existing on-going contract with the City.
- HDR anticipates that construction will take approximately four (4) months to complete and has therefore based the lump sum fee on a level of effort to complete the above tasks for this duration.

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

1. Material Testing

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

2. Part-Time Site Representation Services

- Provide one construction observer (on-site representative) to observe the daily progress of construction activities and to assist in the interpretation of plans and specifications. The estimated construction duration for the project will be four (4) months. The on-site representative will be on site an average of 20 hours a week for the project.
- Provide support to the on-site representative through supervisory and administrative services.
- Provide engineering and technical office personnel support throughout construction. This is to attend project progress meetings, provide on-site support to address Contractor's questions, resident's concerns and conflict issues.
- In the event of rain days where construction may be hindered or stopped, the representative will be on-site long enough to verify that inclement weather has occurred and the associated impact on the Contractor and construction.
- The on-site representative shall maintain daily reports.
- The on-site representative will coordinate with the Contractor's representative to estimate quantities installed on the project. The on-site representative will review the Contractor's quantity measurements prior to HDR's project manager processing the Contractor's periodic monthly payment request.
- The on-site representative will aid in the coordination of activities of the testing laboratory.
- The on-site representative will coordinate with the City and the Contractor for construction scheduling, resident notification, and complaints.
- The on-site representative will assist in the performance of a final inspection, the preparation of a punch list and subsequent follow up reviews.
- The on-site representative will assemble and maintain notes, comments, sketches, and supporting data related to the project in order to assist in the preparation of record drawings.
- HDR will process daily reports and other administrative office duties.

- HDR will track and document costs associated with the work.
- The on-site representative will be provided in an effort to aid in the process of observing performance of work of the Contractor(s). Through more extensive on-site observations of the work in progress, HDR shall endeavor to provide further protection for the City against defects and deficiencies in the work of the contractor(s); but the furnishing of such on-site representative will not make HDR responsible for construction means, methods, techniques, sequences or procedures or safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.

ADDITIONAL SERVICES

- "Additional Services" shall only be performed when directed by the City to HDR. These services are not considered normal or customary engineering services.
- Services resulting from significant changes in the Project or its design, including but not limited to, changes in size, complexity, the City's schedule, or character of construction or method of financing; and revising previously accepted studies, reports design documents or Contract Documents when such revisions are due to causes beyond HDR's control.
- Preparing documents for alternate bids outside of the original scope requested by the City or documents for out of sequence work.
- Preparing to serve or serving as a consultant or witness for the City in any litigation, public hearing or other legal or administrative proceeding involving the Project.
- Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the construction contract time, (4) acceleration of the progress schedule involving services beyond normal working hours and (5) default of Contractor.
- HDR will endeavor to appraise the City of any potential additional or extended services that may result from the above listed items, prior to HDR's expenditure of time on such services. As previously noted, any such extended or additional services shall only be performed when directed by the City to HDR.

FEE SCHEDULE

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

<u>Chuckanut Drainage & Paving Improvements Project</u>	<u>Total Fees</u>
<i>Basic Services:</i>	
Design Phase (Lump Sum)	\$ 50,500.00
Bid Phase (Lump Sum)	\$ 8,500.00
Construction Management (Lump Sum)	\$ 29,750.00
<i>Special Services:</i>	
Traffic Control (Lump Sum)	\$ 1,750.00
Storm Water Pollution Protection Plan (Lump Sum)	\$ 1,800.00
Part-Time Site Observation (Not to Exceed) -Time & Materials	\$ 69,000.00
Urban Forestry (Not-to-Exceed) -subconsultant's cost plus 10%	\$ 7,900.00
*Construction Material Testing (Not to Exceed) -subconsultants cost plus 10%	<u>\$ 10,000.00</u>
*Geotechnical Services (Not to Exceed) -subconsultants cost plus 10%	<u>\$ 12,000.00</u>
Chuckanut Drainage & Paving Improvements Project	\$191,200.00

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

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

Construction	\$ 845,000.00
Engineering	\$ 92,300.00
Subconsultants	\$ 29,900.00
Observation Fees	\$ 69,000.00
Total Opinion of Probable Project Cost	\$1,036,200.00

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 four (4) 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.

Acceptance: City of Piney Point Village, Texas



David Weston
Vice President/Area Manager

By: _____

Date: _____

TO: City Council

FROM: Joe Moore, City Engineer; R Pennington, City Administrator

MEETING DATE: June 24, 2024

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

Agenda Item: 11

Summary

The City has requested that updates to current projects be summarized in an Engineer's Report. The Engineer's Report for this month includes updates to the 96-inch CMP Replacement Project, Windermere, Williamsburg, School Zones, 7 Smithdale Estates, other various maintenance projects, and future projects.

Attachments:

Engineer Report.



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

City Council Meeting Date: June 24, 2024

Submit to City: June 20, 2024

CURRENT PROJECTS:

1. Williamsburg/Wendover Drainage Improvements

The Contractor has substantially completed the project. A walkthrough is scheduled between HDR and the Contractor to review the project and prepare a punch list of any items that need to be addressed prior to project closeout.

2. 2023 Paving Improvement Project

Per discussion at the Engineering Meeting, the storm sewer installation on the north side of Williamsburg by resident cost share will not be included in this project. HDR will be coordinating with the City to establish advertising and bidding dates for a July advertise and bid opening in August. It is anticipated that construction may start in September and be completed in December.

3. COH Windermere Outfall Repair Project

HDR is currently working to prepare Opinion's of Probable Construction Costs (OPCC) for bank stabilization options for the storm sewer outfall repair at #15 Windermere. The first option is a sheet pile wall – similar to the City of Houston design. The 2nd option is a Geopier slope stability system which includes plate piles. The Geopier solution will be less invasive and considering the severe site access issues, may be a much more cost-effective solution. The Geopier slope stability system was used at Tynewood Ditch and Memorial Drive following the April 2016 flood event and has successfully help the ditch bank since construction. HDR will provide further discussion and OPCCs for each option at future Engineering Meetings.

4. School Zones Improvements

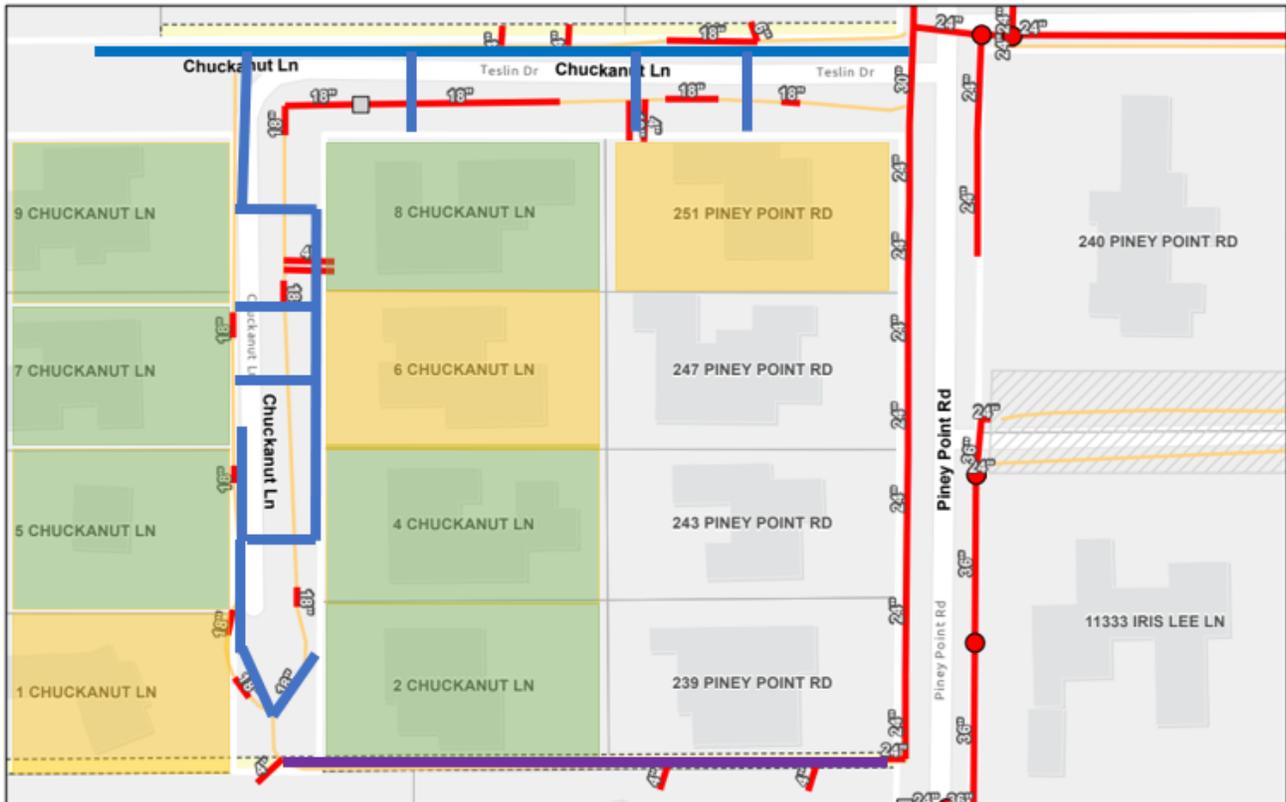
The City and HDR met with SBISD on June 4th to discuss the proposed school zone limits and signage for Memorial Drive Elementary. SBISD agrees with the proposed school zone limits and signage. Their agreement requires no modification to the bid approved by City Council at the May 14th Special Council Meeting. A Notice to Proceed was provided to CTC Traffic, Inc. who is currently ordering all of the required signage, poles, hardware, etc. A meeting will be held between CTC and HDR in the field to finalize the sign placement prior to beginning construction.

5. 7 Smithdale Estates

Council previously requested that HDR prepare a design and obtain a quote to modify the Smithdale Estates Bypass intake structure to remove the vertical bars and to revise the spacing on the horizontal bars to 8" C-C (5" gap between bars). Quotes have been received and are provided in a separate agenda item for consideration and possible action.

6. Chuckanut Lane Drainage Improvements

2, 4, 5, 7, 8, & 9 Chuckanut Lane have all agreed to participate in the 50/50 cost share project for storm sewer improvements on Chuckanut Lane. 1 Chuckanut Lane has provided a preliminary agreement to participate however has requested to meet with HDR to get a better understanding of the proposed project. This meeting was postponed due to the recent storm.



As discussed in the May Engineering meeting, City Council requested that HDR include the reconstruction of the pavement in the project. The current Opinion of Probable Construction Cost (OPCC) for the project is as follows:

- OPCC Storm Sewer Improvements: \$68,105.00
- OPCC Paving Improvements: \$157,175.00
- **Total OPCC: \$843,280.00**
- **Resident Contribution by cost share: \$252,540.00**
- **Total OPCC for City portion: \$590,750.00**
- **Engineering & Construction Observation: \$191,200.00**
- **Total Opinion of Probable Project Cost (City portion): \$781,950.00**

Council requested that HDR prepare a proposal for professional engineering services to perform design, bid, construction management, and construction observation phase services for this project. The proposal has been included in a separate agenda item for consideration and possible action.

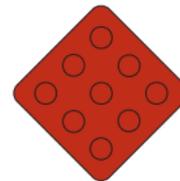
7. T-Intersection Improvements

The Mayor and Bobby requested a review of the signage and barriers at T-intersections located in the City after multiple incidents occurred at the intersection of Taylorcrest and North Piney Point Road. The following is a summary for the proposed improvements after discussion at the June Engineering Meeting:

- **Hedwig at Greenbay:** Remove existing Red Diamond Reflector Signs (OM4-1) and Install Sign Double Arrow Sign (W1-7)
- **Hedwig at Beinhorn:** Remove existing Red Diamond Reflector Signs (OM4-1) and Install Sign Double Arrow Sign (W1-7)
- **Echo at Taylorcrest:** Remove existing Red Diamond Reflector Signs (OM4-1) and Install Sign Double Arrow Sign (W1-7)
- **Blalock at Taylorcrest:** Remove existing Red Diamond Reflector Signs (OM4-1) and Install Sign Double Arrow Sign (W1-7)
- **Taylorcrest at Piney Point:** Remove existing Red Diamond Reflector Signs (OM4-1) and Install Sign Double Arrow Sign (W1-7) & Install Bollards at ROW line – painted PPV Green



W1-7



OM4-1

HDR will obtain quotes for the proposed improvements to be presented at the July City Council meeting.

8. Wilding Lane at Hedwig Road

City Council previously requested that HDR obtain quotes to remove the curb on the turn out from Wilding Lane to Hedwig Road and place black star gravel to assist with rutting at this intersection. HDR has obtained quotes on the below scope of work and has included it in a separate agenda item for discussion and possible action.

9. Harris County Traffic Signals Project

This project includes the replacement of the traffic signals at Memorial & Blalock, Memorial & Piney Point, and Memorial & San Felipe. The County submit a 50% complete set of plans for review. HDR reviewed the plans and provided comments back to the County.

10. Geographic Information System (GIS)

HDR and City staff are continuing to build on the City's GIS program. Currently GIS is providing an interface for:

- Drainage Plan/Plat/As-Built submittals & live review status on the City website;



- Inspection requests & results (all inspection types);
- Resident service request & live status update

Meeting held with City staff last week to gain feedback on the resident service request dashboard. HDR is currently working to incorporate this great feedback into the program.

11. Soldiers Creek Subwatershed Feasibility Study Project

HCFCFCD has contacted Hedwig Village, Piney Point Village, and Hunter's Creek Village about a feasibility study to understand drainage and erosion on Soldiers Creek and to identify realistic solutions and concepts for design and construction. They have also requested information the City has on the watershed to assist in their feasibility study. HDR has provided several studies and as-built plans to the HCFCFCD to be incorporated into the feasibility study. The Hedwig Village Mayor has also reached out to the other Villages Mayors to set up meetings so all three Villages can be engaged and provide input in the study.

12. South Piney Point Road Guardrails

The Mayor requested that HDR review the guardrails along South Piney Point Road, specifically between Memorial Drive and the bridge at Buffalo Bayou as the guardrails has some damage and are consistently being hit and repaired. It was requested that HDR evaluate other options for barriers such as a low-profile concrete barrier that may be more resilient along this stretch of the road. HDR will review the guardrails and provide an update and recommendation for discussion at a future meeting.

FUTURE PROJECTS FOR CONSIDERATION:

13. Memorial Drive (Greenbay to San Felipe) Roadway Reconstruction

14. List of Potential Storm Sewer Cost Share Projects

- Innisfree
- Jamestown
- Piney Point Circle (if made public)
- Wendover

TO: Members of the City Council

FROM: R. Pennington, City Administrator
M. Yi, Finance Director

MEETING DATE: June 24, 2024

SUBJECT: Discussion on the overview of Piney Point Village 2025 fiscal year budget.

Agenda Item: 12

The city is set to approve the budget for the 2025 fiscal year in September. The budget process kicks off with two budget workshops beginning in July to review the proposed annual budget for fiscal year 2025. This agenda item is included to facilitate general discussions on the objectives that the Council wants to include in the upcoming budget.

Attachments:

Budget Calendar

BUDGET CALENDAR TIMELINE - FISCAL YEAR 2025

