

**CITY OF PINEY POINT VILLAGE  
CITY COUNCIL**

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



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

Robert Pennington, City Administrator  
David Olson, City Attorney

Phone (713) 782-0271  
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**THE CITY OF PINEY POINT VILLAGE  
PUBLIC HEARINGS AND REGULAR COUNCIL MEETING  
MONDAY, NOVEMBER 18, 2024  
6:00 PM**

**NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE WILL HOLD PUBLIC HEARINGS AND A REGULAR COUNCIL MEETING ON MONDAY, NOVEMBER 18, 2024, AT 6:00 P.M. LOCATED AT 7660 WOODWAY DR. SUITE 593, HOUSTON, TEXAS 77063, TO DISCUSS THE AGENDA ITEMS LISTED BELOW. (*Note that the meeting will be conducted in Suite 593, on the 5<sup>th</sup> floor, due to construction*)**

- 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. PUBLIC HEARING**
  - A. Public Hearing for an ordinance of the City of Piney Point Village, Texas, amending Chapter 74, Article V. Section 74-281, Permitted signs of the code of ordinances regarding signs on permitted temporary construction fences.**
    - 1) Open Public Hearing to comment regarding an ordinance amending Chapter 74, Article V. Section 74-281, regarding permitted signs on temporary construction fences. Each individual will be allocated three (3) minutes to speak on each public hearing item. Note that this item is listed for council discussion and possible action under item #5 of this agenda as Proposed Ordinance 2024.11.
    - 2) Close Public Hearing.
  - B. Public Hearing for an ordinance of the City of Piney Point Village, Texas, amending Chapter 74, Article IV, of the code of ordinances by creating a new subsection under**

**section 74-245 Supplementary district regulations regarding the orientation of a building.**

- 1) Open Public Hearing to comment regarding an ordinance amending Chapter 74, Article IV, of the code of ordinances by creating a new subsection under section 74-245 Supplementary district regulations regarding the orientation of a building. Each individual will be allocated three (3) minutes to speak on each public hearing item. Note that this item is listed for council discussion and possible action under item #6 of this agenda as Proposed Ordinance 2024.11-A.
- 2) Close Public Hearing.

**C. Public Hearing for an ordinance of the City of Piney Point Village, Texas, amending Chapter 74, Article I. Section 74.1 Definitions, and Chapter 74, Article IV., Sections 74-244 (b) Height Regulations, and 74-245 (d) Outdoor lighting.**

- 1) Open Public Hearing to comment regarding an ordinance amending Chapter 74, Article I. Section 74.1 Definitions, and Chapter 74, Article IV., Sections 74-244 (b) Height Regulations, and 74-245 (d) Outdoor lighting. Each individual will be allocated three (3) minutes to speak on each public hearing item. Note that this item is listed for council discussion and possible action under item #7 of this agenda as Proposed Ordinance 2024.11-B.
- 2) Close Public Hearing.

**D. Public Hearing for an ordinance of the City of Piney Point Village, Texas, amending Chapter 74, Article IV. Section 74-244 Regulations of the code of ordinances, regarding generator and building area calculations, and creating a new section 74-247 Standby Electric Generators, regarding the permitting, location, installation, and operation of residential standby electric generators.**

- 1) Open Public Hearing to comment regarding an ordinance amending Chapter 74, Article IV. Section 74-244 Regulations of the code of ordinances, regarding generator and building area calculations, and creating a new section 74-247 Standby Electric Generators, regarding the permitting, location, installation, and operation of residential standby electric generators. Each individual will be allocated three (3) minutes to speak on each public hearing item. Note that this item is listed for council discussion and possible action under item #8 of this agenda as Proposed Ordinance 2024.11-C.
- 2) Close Public Hearing.

**E. Public Hearing for an ordinance of the City of Piney Point Village, Texas, amending Chapter 2, Article 11, Division 2, modifying the number of members to the Planning and Zoning Commission under Section 2-57, Modifying the number of members for a quorum to the Planning and Zoning Commission under Section 2-58, and declaring an emergency. To also consider and take action if this should be considered in Chapter 74 as part of the Zoning Ordinance.**

- 1) Open Public Hearing to comment regarding an ordinance amending Chapter 2, Article 11, Division 2, modifying the number of members to the Planning and Zoning

Commission under Section 2-57, Modifying the number of members for a quorum to the Planning and Zoning Commission under Section 2-58, and declaring an emergency. To also consider and take action if this should be considered in Chapter 74 as part of the Zoning Ordinance. Each individual will be allocated three (3) minutes to speak on each public hearing item. Note that this item is listed for council discussion and possible action under item #9 of this agenda as Proposed Ordinance 2024.11-D.

2) Close Public Hearing.

**V. NEW BUSINESS**

1. Consideration and possible action on approval of the Council Meeting Minutes held on October 28, 2024.
2. Consideration and possible action on the Memorial Villages Police Department.
  - a) Update on activities.
  - b) HGAC/MVPD Interlocal Purchase Agreement.
3. Consideration and possible action on the Village Fire Department.
  - a) Update on activities.
  - b) VFD Financials.
  - c) VFD Agendas & Minutes.
4. Consideration and possible action on City Engineering.
  - a) Blalock Storm Sewer Point Repairs.
  - b) South Piney Point Road Traffic Improvements.
  - c) Engineering Report.
5. Consideration and possible action on an ordinance (ORD. 2024.11) of the City of Piney Point Village, Texas, amending Chapter 74, Article V. Section 74-281, Permitted signs of the code of ordinances regarding signs on permitted temporary construction fences.
6. Consideration and possible action on an ordinance (ORD. 2024.11-A) of the City of Piney Point Village, Texas, amending Chapter 74, Article IV, of the code of ordinances by creating a new subsection under section 74-245 Supplementary district regulations regarding the orientation of a building.
7. Consideration and possible action on an ordinance (ORD. 2024.11-B) of the City of Piney Point Village, Texas, amending Chapter 74, Article I. Section 74.1 Definitions, and Chapter 74, Article IV., Sections 74-244 (b) Height Regulations, and 74-245 (d) Outdoor lighting.
8. Consideration and possible action on an ordinance (ORD. 2024.11-C) of the City of Piney Point Village, Texas, amending Chapter 74, Article IV. Section 74-244 Regulations of the code of ordinances, regarding generator and building area calculations, and creating a

new section 74-247 Standby Electric Generators, regarding the permitting, location, installation, and operation of residential standby electric generators.

9. Consideration and possible action on an ordinance (ORD. 2024.11-D) of the City of Piney Point Village, Texas, amending Chapter 2, Article II, Division 2, modifying the number of members to the Planning and Zoning Commission under Section 2-57, Modifying the number of members for a quorum to the Planning and Zoning Commission under Section 2-58, and declaring an emergency.
10. Consideration and possible action on an ordinance (ORD. 2024.11-E) of the City of Piney Point Village, Texas, amending Chapter 58, Article I, Section 58-2, Street Regulations of the code of ordinances regarding the establishment of school zones and school crosswalks; repealing all ordinances and part of ordinances in conflict herewith; providing for a penalty in an amount not to exceed \$200 for each day of violation; and providing for severability.
11. Consideration and possible action on the Interlocal Agreement with SBISD for 2025 Joint Elections.
12. Consideration and possible action on renewing the Interlocal Agreement with Harris County to house, support, maintain, and confine or detain city prisoners in Harris County Jails.
13. Consideration and possible action to ban the use of certain social media applications, including TikTok, on government-issued devices.
14. Consideration and possible action regarding the Mayor's Monthly Report.
  - a) Arbor Day Proclamation.
  - b) CenterPoint Update on Utility Improvements
15. Consideration and possible action regarding the City Administrator's Monthly Report, including but not limited to:
  - a) Financial Related Items
    - i. Financial Report – October 2024.
    - ii. Property Tax Report.
    - iii. Disbursements (greater than \$10,000).
  - b) Residential Use of Recreational Golf Carts.
16. Consideration and possible action regarding current allowances for the Special Use Permit pertaining to Ecclesia Church.
17. Consideration and possible action regarding traffic enhancements for vehicles exiting Saint Francis Episcopal Church and School onto Piney Point Road.
18. Discuss proposed pet restraint regulations or measures to mitigate animal attacks.
19. Discuss and consider possible action on future agenda items, meeting dates, and similar matters.
  - a) Beautification Meeting – December 9.

- b) Engineering Meeting – December 11.
- c) Regular Council Meeting – December 16.

#### VI. **EXECUTIVE SESSION**

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

#### VII. **ADJOURNMENT**

#### **CERTIFICATION**

I certify that a copy of the November 18, 2024, agenda of items to be considered by the Piney Point Village City Council was posted in a place convenient to the public on November 15, 2024, in compliance with Chapter 551 of the Texas Government Code.



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Robert Pennington  
City Administrator / City Secretary



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

TO: City Council

FROM: R. Pennington, City Administrator

MEETING DATE: November 18, 2024

SUBJECT: Public Hearings for Proposed Ordinances.

**Public Hearings: A-E**

According to Texas law, cities are required to hold public hearings before adopting or amending zoning regulations. The zoning commission must hold a public hearing before submitting its final report to the city council. The city council must then have its public hearing on the proposed zoning change. Notice of these public hearings was published in the city's official newspaper. At the public hearings, interested parties and citizens must be given an opportunity to be heard regarding the proposed zoning changes. These requirements are primarily outlined in Chapter 211 of the Texas Local Government Code, which governs municipal zoning authority. The public hearing process is designed to ensure transparency and allow for public input on zoning decisions that may affect property rights and community development.

The Council will open the hearing to the public, and everyone attending will have the opportunity to speak for or against these requests per the procedures of the city council.

**A. Signs on Temporary Construction Fences**

- a. Open public hearing on ordinance amending Chapter 74, Article V. Section 74-281, regarding permitted signs on temporary construction fences.
- b. Close public hearing.

**B. Building Orientation Regulations**

- a. Open public hearing on ordinance amending Chapter 74, Article IV, creating a new subsection under section 74-245 regarding building orientation.
- b. Close public hearing.

**C. Definitions, Height Regulations, and Outdoor Lighting**

- a. Open public hearing on ordinance amending Chapter 74, Article I. Section 74.1 Definitions, and Chapter 74, Article IV., Sections 74-244 (b) Height Regulations, and 74-245 (d) Outdoor lighting.
- b. Close public hearing.

**D. Residential Standby Electric Generators**

- a. Open public hearing on ordinance amending Chapter 74, Article IV. Section 74-244 Regulations and creating a new section 74-247 Standby Electric Generators, regarding residential standby electric generators.
- b. Close public hearing.

**E. Planning and Zoning Commission Membership**

- a. Open public hearing on ordinance amending Chapter 2, Article II, Division 2, modifying Planning and Zoning Commission membership and quorum requirements, and considering inclusion in Chapter 74 as part of the Zoning Ordinance.
- b. Close public hearing.

Note: Each public hearing allows individuals three minutes to speak. Items are listed for council discussion and possible action under corresponding agenda items 5-9. The public can find a draft of the proposed ordinance and additional details under these agenda items.

TO: City Council

FROM: R. Pennington, City Administrator

MEETING DATE: November 18, 2024

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

**Agenda Item: 1**

**Informational Summary**

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

**Recommendation**

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



**MINUTES OF A CITY OF PINEY POINT VILLAGE REGULAR COUNCIL MEETING ON MONDAY, OCTOBER 28, 2024, AT 6:00 P.M. AT 7660 WOODWAY DR. SUITE 593, HOUSTON, TEXAS.**

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

**City Representatives Present:** Bobby Pennington, City Administrator; David Olson, City Attorney; Jim Huguenard, Police Commissioner; Ray Schlutz, Police Chief; Henry Kollenberg, Fire Commissioner; Howard Miller, Fire Chief; Amy Buckert, VFD Administrator; John Peterson, City Engineering; Gracie Moylan, City Engineering; and Frederick Johnson, Public Works Manager.

**Call To Order**

At 6:05 p.m., Mayor Aliza Dutt, with the assistance of the Kinkaid Girl Scouts, declared a quorum and called the meeting to order.

**Pledge of Allegiance**

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

**Citizens Wishing to Address Council**

- Michael Herminghaus (Raintree), as a concerned citizen, requested that the council review traffic management on Piney Point Road at Saint Francis. He suggested implementing a no-left-turn policy similar to the traffic rules in place near Memorial Drive Elementary. Additionally, Michael informed the council that he was recently attacked by an off-leash dog while walking his own dog. He urged the council to consider establishing a leash law to address this issue.
- Dan Mark (Gingham) provided an update to the council regarding his application for a variance related to a generator. He explained that the board was not willing to take action to grant a variance for his request concerning the five-foot setback. Staff noted that the generator ordinance is currently under review, and public hearings are scheduled for November to discuss the recommended changes, including the setback rules.
- There were no further requests addressed to the Council.

**Agenda Items**

- 1. Consideration and possible action on approval of the Council Meeting Minutes held on September 23, 2024, and October 7, 2024.**
  - Councilmember Bender moved to approve the Council Meeting Minutes held on September 23, 2024, and October 7, 2024. Dodds seconded the motion.  
AYES: Herminghaus, Dodds, Bender, Rohde, and Curth.  
NAYS: None.
  - The motion carried.
- 2. Consideration and possible action on the Memorial Villages Police Department.**
  - In August, the MVPD responded to and handled 1,393 calls and incidents for Piney Point Village alone. Additionally, 981 house watch checks were conducted, and 489 citations, with 194 as warnings, were issued during this period.
- 3. Consideration and possible action on the Village Fire Department, including Budget Amendment 2024-1.**
  - Fire Chief Miller and Commissioner Kollenberg provided reports and general highlights for the month.

- Councilmember Herminghaus moved to approve the VFD Budget Amendment 2024-1. Bender seconded the motion.  
AYES: Herminghaus, Dodds, Bender, Rohde, and Curth.  
NAYS: None.
- The motion carried.

**4. Consideration and possible action on City Engineering, including Engineering Report, PPV 2025 Windermere Outfall Project, approval for Piney Point Road Pavement Lifting Project, approval for CCTV of Chapelwood Storm Sewer Project, approval for Chapelwood Storm Sewer Connection Project, Blalock Road drainage, and radar speed limit signage.**

- **Recommendation 1:** Councilmember Dodds moved to approve the survey for the Windermere Outfall Project with Landtech Surveying for \$18,600. Bender seconded the motion. The motion passed with the following results:  
AYES: Herminghaus, Dodds, Bender, Rohde, and Curth.  
NAYS: None.
- **Recommendation 2:** Councilmember Bender moved to approve the Piney Point Road Pavement Lifting Project with Uretex not to exceed \$115,000. Dodds seconded the motion. The motion passed with the following results:  
AYES: Herminghaus, Dodds, Bender, Rohde, and Curth.  
NAYS: None.
- **Recommendation 3:** Councilmember Bender moved to approve the CCTV of the Chapelwood Court Storm Sewer Project with AIMS for \$3,900. Dodds seconded the motion. The motion passed with the following results:  
AYES: Herminghaus, Dodds, Bender, Rohde, and Curth.  
NAYS: None.
- **Recommendation 4:** The Council tabled action on the Chapelwood Court Storm Sewer Connection Project until the televised results are reviewed by HDR.
- **Recommendation 5:** The Council directed HDR to review a point repair solution over other presented options for the Blalock Road drainage sinkholes. No formal action was taken.
- **Recommendation 6:** Councilmember Herminghaus proposed the approval of radar speed limit signage from Radarsign for two signs per unit at a cost of \$3,850. Bender seconded the motion. The motion passed with the following results:  
AYES: Herminghaus, Dodds, Bender, Rohde, and Curth.  
NAYS: None.

**5. Consideration and possible action regarding the Mayor's Monthly Report.**

- A report was not required.

**6. Consideration and possible action regarding the City Administrator's Monthly Report, including but not limited to Financial Items, the Arbor Day Event, and Updates on Current Specific Use Permits.**

- Financial reports were provided. In September, total revenues were \$8,545,536, total operating expenditures were \$5,899,311, and total expenditures were \$6,475,070, which is 63.7% of the budget. The current revenue over expenditure is \$2,070,466. The quarterly Investments ended September 2024 with an ending market value of \$8,306,252.54 and total interest revenue of \$117,922.81. Disbursements included A1 Construction, On-Par Civil Service, Westco Grounds Maintenance, and a TCO refund to Levant Luxury Homes.
- The council deliberated on the details of the TCO and agreed that the timing of the project was interrupted by the summer hurricane and ultimately agreed to the refund.

Additionally, they requested staff to investigate the permits and Special Use Permit specifications related to Ecclesia. Olson suggested including specific language for the Ecclesia SUP in the agenda for the next council meeting. This will include a detailed discussion about the dog park fencing, trolley vehicle parking, and the large pizza oven. Kinkaid would like to discuss extending construction hours within the Kinkaid SUP, and the council is open for Kinkaid officials to present this request at a future meeting.

- **Recommendation 1:** Councilmember Bender moved to approve the following disbursements: \$10,865.57 to A1 Construction for the T-Intersection Project; \$58,570.00 to On Par Civil Services for paving improvements at North Country Squire; \$112,901.36 for the Greenbay Beautification Landscape and Irrigation Project, which includes a 10% holdback pending approval of punch list items; and \$25,000 as a TCO refund to Levant Luxury Homes. Councilmember Rohde seconded the motion. The motion passed with the following results:

AYES: Herminghaus, Dodds, Bender, and Curth.

NAYS: None.

- **Recommendation 2:** Councilmember Bender moved to approve the Quarterly Investment Report for the quarter ending September 2024. Councilmember Dodds seconded the motion. The motion passed with the following results:

AYES: Herminghaus, Dodds, Bender, and Curth.

NAYS: None.

**7. Consideration and Possible Action to approve an agreement with Cypress Creek Mosquito for mosquito spray services.**

- Councilmember Bender moved to approve an agreement with Cypress Creek Mosquito for mosquito spray services. Herminghaus seconded the motion.

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

NAYS: None.

- The motion carried.

**8. Consideration and possible action on the Interlocal Agreement with Houston-Galveston Area Council (H-GAC Buy) for the purchase of certain products and services.**

- Staff identified the need for an interlocal contract to purchase a public works vehicle that is budgeted for a future date. They provided a sample quote for a vehicle planned for the 2025 budget. The council and staff agreed to explore additional options for vehicle quotes, including low-mileage vehicles available through Enterprise.

- Councilmember Bender moved to approve an interlocal cooperative purchase agreement with the Houston-Galveston Area Council. Herminghaus seconded the motion.

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

NAYS: None.

- The motion carried.

**9. Consideration and possible action on the Harris Central Appraisal District (HCAD) Board of Directors Nomination.**

- The Harris Central Appraisal District (HCAD) Board of Directors has recently experienced notable changes in its composition and selection process. Mike Sullivan has reached out to the villages in his bid for re-election to the HCAD Board of Directors, where he has served for 11 years.

- Councilmember Bender moved to cast all 5 votes provided in the Resolution (RES 2024.10) for Mike Sullivan to be appointed to serve on the Harris Central Appraisal District (HCAD) Board of Directors. Herminghaus seconded the motion.  
     AYES: Herminghaus, Dodds, Bender, Rohde, and Curth.  
     NAYS: None.
- The motion carried.

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

- Council members considered having an informal meeting with Kinkaid to explore potential collaborative efforts. It was requested that the Ecclesia SUP, a proposed leash law, and a proposed no-left-turn traffic regulation out of St. Francis be included on the next regular agenda for discussion.
- The Beautification Meeting is scheduled for November 11, the Engineering Meeting for November 13, and the Regular Council Meeting for November 18.

**Workshop**

**(A-G)** During the meeting, the council discussed workshop items which covered (A) Generator Ordinance, (B) Building Orientation, (C) Outdoor Lighting, (D) Permitted Signs, (E) School Zone Ordinance, (F) Prohibited Parking, (G) Construction & Related Building Activities. Legal will finalize a recommended draft for Zoning and any revised changes before submitting it to the Council for recommendation.

**Executive Session**

**10. Closed executive meeting pursuant to the provision of Chapter 551, Texas Government Code, in accordance with the authority contained in Section 551.071- Consultation with City Attorney.**

- No executive meeting was called.

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

- No action.

**Adjournment**

- Councilmember Bender made a motion for adjournment, seconded by Councilmember Herminghaus.
- Mayor Dutt adjourned the meeting at 7:54 p.m.

**PASSED AND APPROVED this 18th day of November 2024.**

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**Aliza Dutt**  
**Mayor**

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**Robert Pennington**  
**City Administrator / City Secretary**

**TO:** City Council

**VIA:** R. Schultz, Police Chief

**MEETING DATE:** November 18, 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.

**Attachments:**

- *MVPD Monthly Report.*



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

Raymond Schultz  
Chief of Police

November 11, 2024

TO: MVPD Police Commissioners

FROM: R. Schultz, Chief of Police

REF: October 2024 Monthly Report

During the month of October, MVPD responded/handled a total of 5,848 calls/incidents. 4,084 House Watch checks were conducted. 776 traffic stops were initiated with 800 citations being issued for 1322 violations. (Note: 20 Assists in Hedwig, 137 in Houston, 3 in Spring Valley and 0 in Hillshire)

*Calls/Events by Village were:*

Village	Calls/YTD	House Watches/YTD	Accidents	Citations	Response Time
Bunker Hill:	2054/21183	1571/16989	0	271/155/426	5@2:31
Piney Point:	1580/16161	1051/11863	8	251/225/476	9@3:27
Hunters Creek:	2024/23514	1460/18251	4	247/173/420	6@6:06
				Cites/Warn/Total	20@4:10

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

Call Type	#	Call Type	#	Citations	#
False Alarms:	128	Ord. Violations:	25	Speeding:	194
Animal Calls:	20	Information:	16	Exp. Registration	322
ALPR Hits:	28	Suspicious Situation	100	Ins	162
Assist Fire:	36	Loud Party	14	No License	127
Assist EMS:	36	Welfare Checks:	14	Red Light	37
Accidents:	12			Fake Plate	28

*This month the department generated a total of 79 police reports.  
BH-19, PP-33, HC-24, HOU-3, HED-0, SV-0*

Crimes Against of Persons (2)

Assault (DV)	1
Assault	1

Crimes Against Property (11)

Identity Theft/Fraud	4	Burglary of a Vehicle	4
Burglary of a Habitation	1	Credit Card Abuse	1
Theft	1		

Petty/Quality of Life Crimes/Events (66)

ALPR Hits (valid)	3	DWI	2
Accidents	12	Criminal Trespass	2
Warrants	8	Misc	39

Arrest Summary: Individuals Arrested (15)

Warrants	8	Felony	3
Class 3 Arrests	2	DWI	2

Budget YTD:	Expense	Budget	%
• Personnel Expense:	5,072,947	6,466,610	78.4%
• Operating Expense:	1,114,714	1,110,490	100.38%
• Total M&O Expenditures:	6,187,661	7,577,100	81.7%
• Capital Expenses:	403,666	289,700	139.3%
• Net Expenses:	6,591,327	7,866,800	84.0%

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

- N/A

#### Personnel Changes/Issues/Updates

- Officer Monica Vasquez resigned from the department on October 18, 2024, as she accepted a job in the private sector. Officer Vasquez requested to remain as a reserve officer and worked the Trunk or Treat event on 10/26/24.
- The ads for both dispatcher and officer positions were updated with the 2025 salary increases distributed to on-line law enforcement job bulletin boards and web pages.

#### Major/Significant Events

- Officers continue an investigation into fraudulent paper license plates that are being distributed from a location on Westheimer. The title business is working with multiple small auto sales businesses by issuing temp tags to salvaged vehicles.
- 10/8/24 MVPD officers arrested (for the third time) a female suspect who in possession of a stolen vehicle. This is the same suspect that was arrested by our officers for driving the stolen car from a deceased person 2 years ago. The suspect had been breaking into the homes of victims while they attended funerals. The arrest was the result of an ALPR hit. All 3 times we have arrested her in a stolen car.
- 10/22 24 officers were dispatched to the Riverbend neighborhood for a burglary of a vehicle investigation. While officers were on location, staff accessed area ALPR cameras and located the suspect vehicle in the area at 1 am. The suspect was identified by his mother. Detectives are preparing an arrest warrant for his arrest.
- On 10/23/24 officers responded to a burglary just occurred on Tokeneke Trail. Officers located and pursued the suspects eventually arresting 3 of the 4 offenders. Over \$300,000 in stolen property was recovered.

#### Status Update on Major Projects

- MVPD took possession of the donated high-water vehicle. The side-by-side is operational and ready for deployment.
- Staff followed up with the vendor on the overdue 2023 Chevrolet Tahoe's. The up-fitting company stated they will prepare the paperwork for the department to take possession of the vehicles without the equipment being installed as they do not have the personnel to perform the work. Staff will identify a new upfitter to complete the work and make the vehicles ready for service.

#### Community Projects

- Staff attended the unveiling of the District Attorney's Office new transparency portal that assists in the tracking of criminal cases as they proceed through the CJ system.
- On October 12, 2024, officers attended the Space City XL Car show and displayed the traffic enforcement vehicle. The car was a huge attraction and popular with visitors.
- MVPD hosted the Annual Truck or Treat Event at the station. Over 2000 people attended.

#### V-LINC new registrations in October +14

BH – 1725(+4)  
PP – 1199 (+3)

HC – 1703 (+4)  
Out of Area – 635 (+3)

## 2024 Officer Committed Time to Service Report

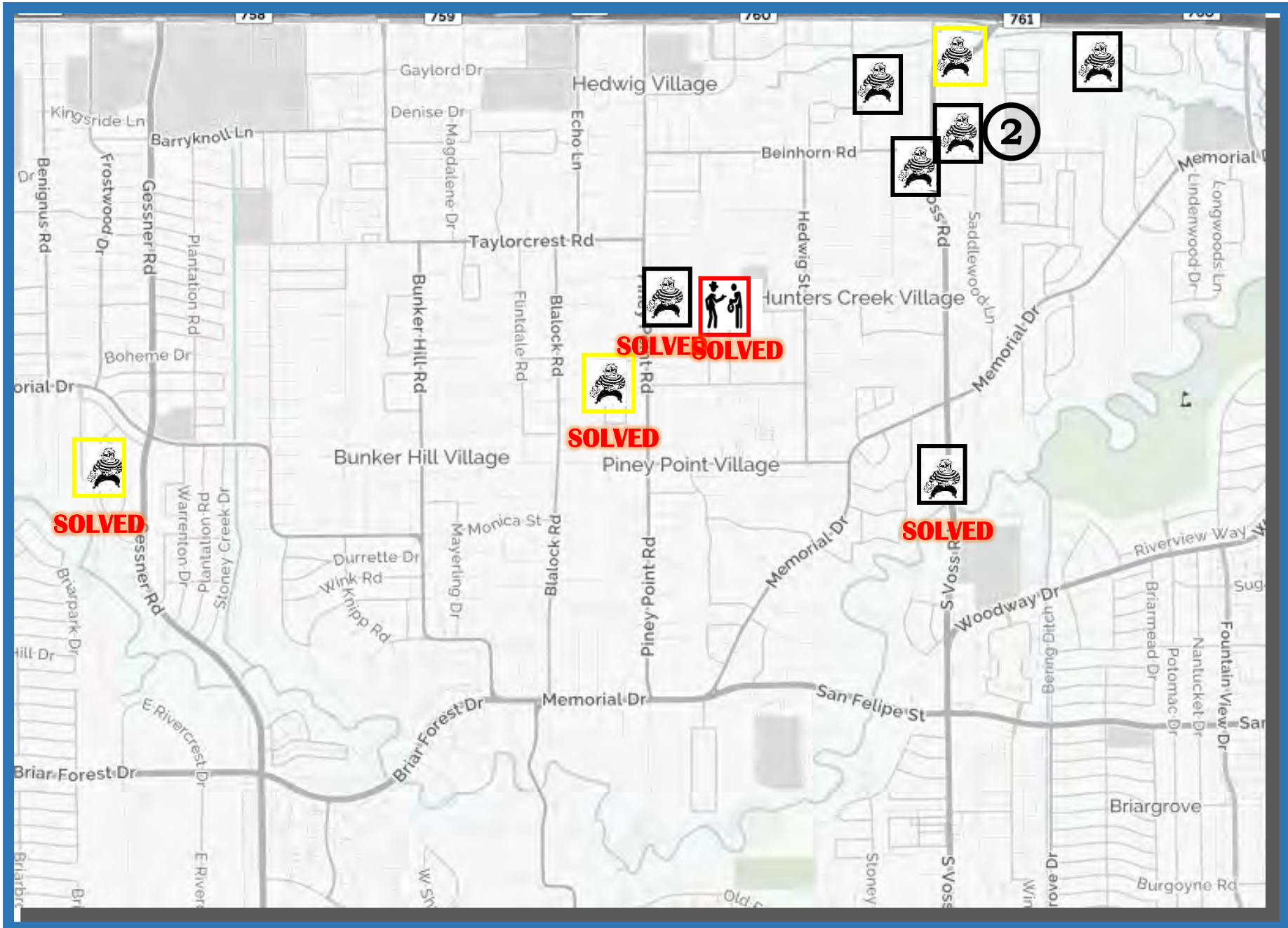
Employee Name		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Reports	Cites
ALSALMANI, ALI		42:52:14	21:30:58	37:06:28	39:40:38	29:11:47	21:19:14	66:29:03	20:33:36	14:52:25	34:41:25			5	66
BAKER, BRIAN C	*	1:42:24	0:00:00	0:35:27	0:00:00	5:28:23	0:00:00	1:31:44	0:18:53	2:14:15	0:23:20				
BALDWIN, BRIAN	*	18:24:30	18:59:44	28:33:24	12:32:18	25:18:28	17:32:21	9:47:27	5:59:44	13:00:11	0:59:40				
BIEHUNKO, JOHN		29:52:43	23:36:19	16:45:56	2:46:50	31:48:33	14:03:45	22:40:53	32:39:39	22:13:07	15:10:16			2	25
BOGGUS, LARRY	*	17:35:09	2:23:10	2:22:51	2:00:05	8:46:03	2:13:55	6:45:02	4:07:01	2:56:49	1:22:22				
BURLESON, Jason		15:26:34	17:28:59	23:36:15	18:09:57	23:03:35	21:06:52	31:46:03	17:19:26	17:48:15	16:05:10			4	30
BYRD, Rachied		16:41:02	19:39:50	28:19:05	18:59:35	34:27:36	21:25:30	29:07:09	19:07:26	24:18:29	19:30:25			1	22
CANALES, RALPH EDWARD		11:43:19	21:55:59	12:07:49	24:49:15	27:18:18	14:37:47	51:22:08	17:19:26	17:21:00	18:29:17			4	19
CERNY, BLAIR C.	*	8:13:37	4:59:13	6:27:38	1:32:05	11:11:53	0:32:05	1:05:41	4:40:26	7:43:57	9:21:20				
ECKERFIELD, Dillion		28:07:09	19:02:55	24:52:06	21:17:02	32:47:20	29:22:43	25:33:09	22:38:53	8:52:46	17:15:49			5	63
GONZALEZ, Jose		25:11:16	38:38:30	42:44:53	28:18:25	33:35:21	32:48:15	17:49:19	25:54:02	17:42:15	25:24:47			2	17
HARWOOD, NICHOLAS		23:18:34	3:07:14	17:43:56	28:44:11	23:39:26	21:24:06	16:03:19	19:26:16	19:52:56	25:09:09			7	25
JARVIS, RICHARD		38:50:40	18:16:56	20:10:21	23:20:37	20:00:23	15:05:02	18:13:30	18:02:31	12:57:12	14:15:26			3	18
JOHNSON, JOHN		23:33:58	25:28:12	17:06:23	26:43:12	18:18:53	25:55:58	25:24:29	14:53:01	22:28:03	14:08:48			2	11
JONES, ERIC	*	0:38:31	0:20:04	0:00:00	0:44:28	3:35:26	0:00:00	0:00:00	0:00:00	0:31:50	0:18:30				
KING, JEREMY		25:19:16	3:26:38	8:51:33	15:09:40	14:54:54	9:42:39	16:42:36	14:01:26	8:28:26	17:20:49			2	24
KUKOWSKI, Andy		17:46:52	28:55:17	26:00:53	27:31:26	36:18:46	36:09:41	10:34:58	6:41:06	22:43:49	32:03:45			10	59
MCCELVANY, ROBERT		9:50:58	13:31:08	15:27:23	12:42:36	24:15:26	10:58:33	25:01:41	22:19:06	13:05:30	8:13:00			1	23
MILLARD, S									21:51:37	38:12:20	25:07:48			3	35
ORTEGA, Yesenia		17:06:45	16:36:54	25:13:15	22:16:07	28:41:06	4:19:29	33:36:24	20:41:24	14:54:00	15:34:20			1	26
OWENS, LANE	*	0:00:00	0:00:00	0:00:00	0:00:04	0:43:27	0:00:00	0:00:00	0:02:49	0:00:00	0:00:00				
PAVLOCK, JAMES ADAM		18:45:35	13:47:20	4:25:06	7:20:01	13:50:46	4:19:29	7:03:46	22:51:21	22:59:01	15:03:39			4	75
RODRIGUEZ, CHRISTOPHER	*	10:18:14	7:50:54	8:54:16	4:38:53	5:10:26	0:00:00	13:27:54	0:00:00	11:40:38	2:27:27				
RODRIGUEZ, JOSE		19:14:42	9:18:19	35:52:06	24:27:30	18:17:11	39:53:26	52:18:10	26:25:10	25:31:15	30:49:39			2	67
RODRIGUEZ, REGGIE		21:17:14	16:39:22	21:01:10	25:15:09	19:00:03	20:16:46	20:20:36	16:14:10	15:49:29	16:10:52			4	32
SALAZAR, Efrain		5:05:08	9:09:05	19:39:29	9:20:02	18:09:37	6:09:20	19:55:03							
SCHULTZ, RAYMOND	*	0:47:13	0:35:00	0:10:09	1:27:19	8:32:27	0:10:32	1:06:28	1:40:25	2:30:14	0:16:36				
SILLIMAN, ERIC		22:54:37	17:51:55	13:37:07	34:21:51	19:46:38	17:36:23	22:30:09	27:38:55	18:23:23	14:59:34			4	64
SPRINKLE, MICHAEL		10:04:21	9:13:16	15:52:47	9:22:48	12:47:28	12:51:53	5:28:49	11:54:06	15:38:47	7:42:43				19
TAYLOR, CRAIG		11:35:43	19:13:52	14:00:25	24:44:23	23:44:56	23:56:03	18:44:46	19:59:08	20:00:37	18:48:28			3	30
VALDEZ, JUAN		20:53:02	25:56:16	30:29:02	18:24:20	17:19:05	11:47:16	20:10:18	39:55:33	24:43:14	37:39:18			4	25
VASQUEZ, MONICA	*	6:06:52	4:05:50	4:45:31	0:31:31	14:59:43	3:03:36	6:41:18	2:16:58	1:39:47					
WHITE, TERRY		16:04:09	18:55:51	33:33:09	25:22:46	23:51:43	18:24:40	25:57:42	17:04:00	34:40:39	22:25:37			6	25
* = Admin													Total	79	800

Dispatch Committed Time														
911 Phone Calls		237	243	276	305	488	344	385	346	236	271			
3700 Phone Calls		2489	2291	2385	2429	2297*	2048	3396	1982	2008	2259			
DP General Phone Calls*		78:37:52	57:41:47	60:05:17	52:21:09	41:50:20*	53:21:16	88:20:36	46:35:90	48:18:54	51:41:33			
Radio Transmissions		9871	9754	10382	10946	9991*	9189	10004	9778	9886	10241			

\* 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
736 Voss	No	Door Pry
8525 Katy	Yes	Smash&Grab
323 Hunters Trail	No	Rear Window
9 Tokeneke Trl	No	Rear Window

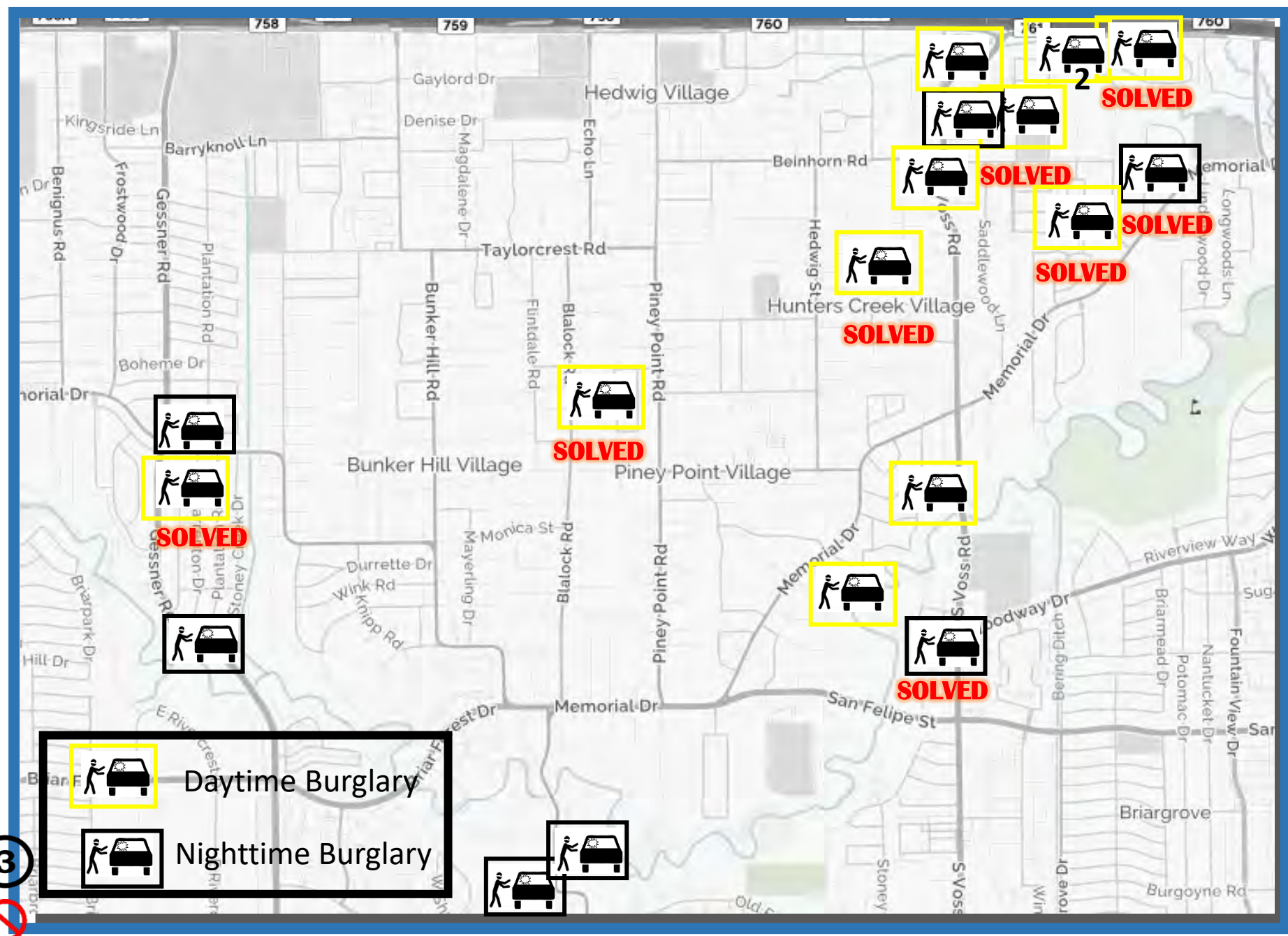
2024 Robberies

Address	MO
1 Smithdale Estates	Implied

-  Daytime Burglary
-  Nighttime Burglary
-  Robbery

# 2024 Auto Burglary Map

Address	POE
8333 Katy Fwy	Win
8525 Katy Fwy	UNL*
10614 Gawain	Win
10611 Twelve Oaks	UNL
11615 Starwood	UNL
10710 Marsha	Win
11321 Green Vale	UNL
2102 S. Piney Point	UNL
750 W. Creekside	UNL
29 Windemere	UNL
7 Hunters Ridge	UNL
218 Tamerlaine	UNL
8400 Hunters Creek Drive	UNL
114 Willowend	Win
10700 Marsha	UNK
709 Kuhlman	Win
7614 River Point	UNL
4 Voss Park	UNL
267 Plantation	UNL



## 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	0	4	80	84	20	7668	6287	2486	2119	2028	1650	2956	2517
July	0	10	43	53	10	10,509	8911	3503	3100	3114	2623	3725	3188
August	1	5	54	60	13	6,685	5109	2288	1875	1701	1269	2433	1963
September	2	4	79	85	22	6,049	4441	2175	1748	1393	981	2266	1711
October	2	11	66	79	15	5,848	4084	2054	1571	1580	1051	2024	1460
November													
December													
Total	12	101	636	749	175	63076	47116	21183	16989	16161	11863	23514	18251

2023 Totals	17	165	707	890	182
Difference					
% Change					

70947	54496		23709	19196	18915	14104	26305	20685

## 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	0	4	80	84	20	7668	6287	2486	2119	2028	1650	2956	2517
July	0	10	43	53	10	10,509	8911	3503	3100	3114	2623	3725	3188
August	1	5	54	60	13	6,685	5109	2288	1875	1701	1269	2433	1963
September	2	4	79	85	22	6,049	4441	2175	1748	1393	981	2266	1711
October	2	11	66	79	15	5,848	4084	2054	1571	1580	1051	2024	1460
November													
December													
Total	12	101	636	749	175	63076	47116	21183	16989	16161	11863	23514	18251

2023 Totals	17	165	707	890	182
Difference					
% Change					

70947	54496		23709	19196	18915	14104	26305	20685

# MVPD – VFD Monthly Response Times Report

October 2024

## 911/Emergency Designated Calls - EMS and Fire

Total	8@5:08
Bunker Hill	3@2:17
Piney Point	2@3:22
Hunters Creek	3@8:18

## EMS Only

Total	5@3:48
Bunker Hill	2@3:25
Piney Point	2@3:21
Hunters Creek	1@5:07

## Fire Only

Total	3@6:55
Bunker Hill	1@1:16
Piney Point	0@0:00
Hunters Creek	2@9:46*

## Radio Calls – Fire Assist

Total	17@5:03
Bunker Hill	3@9:32**
Piney Point	6@5:32
Hunters Creek	8@3:47

## Radio Calls – EMS Assist

Total	6@3:58
Bunker Hill	3@3:46
Piney Point	2@5:21
Hunters Creek	1@2:21

\* BBQ fire

\*\* officer on scene in 1:12 Failed to log arrival in MDT





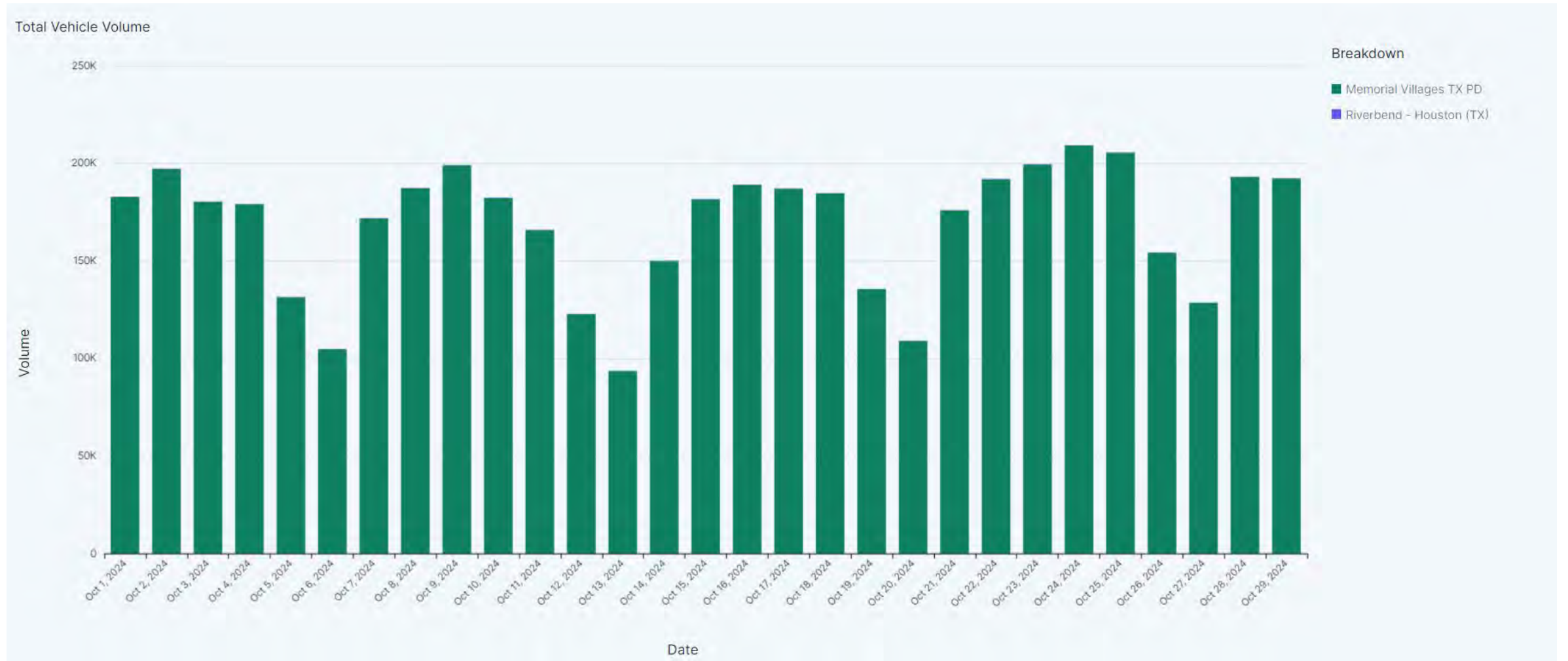
# October 2024 ALPR REPORT



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

Total Reads 4,890,317

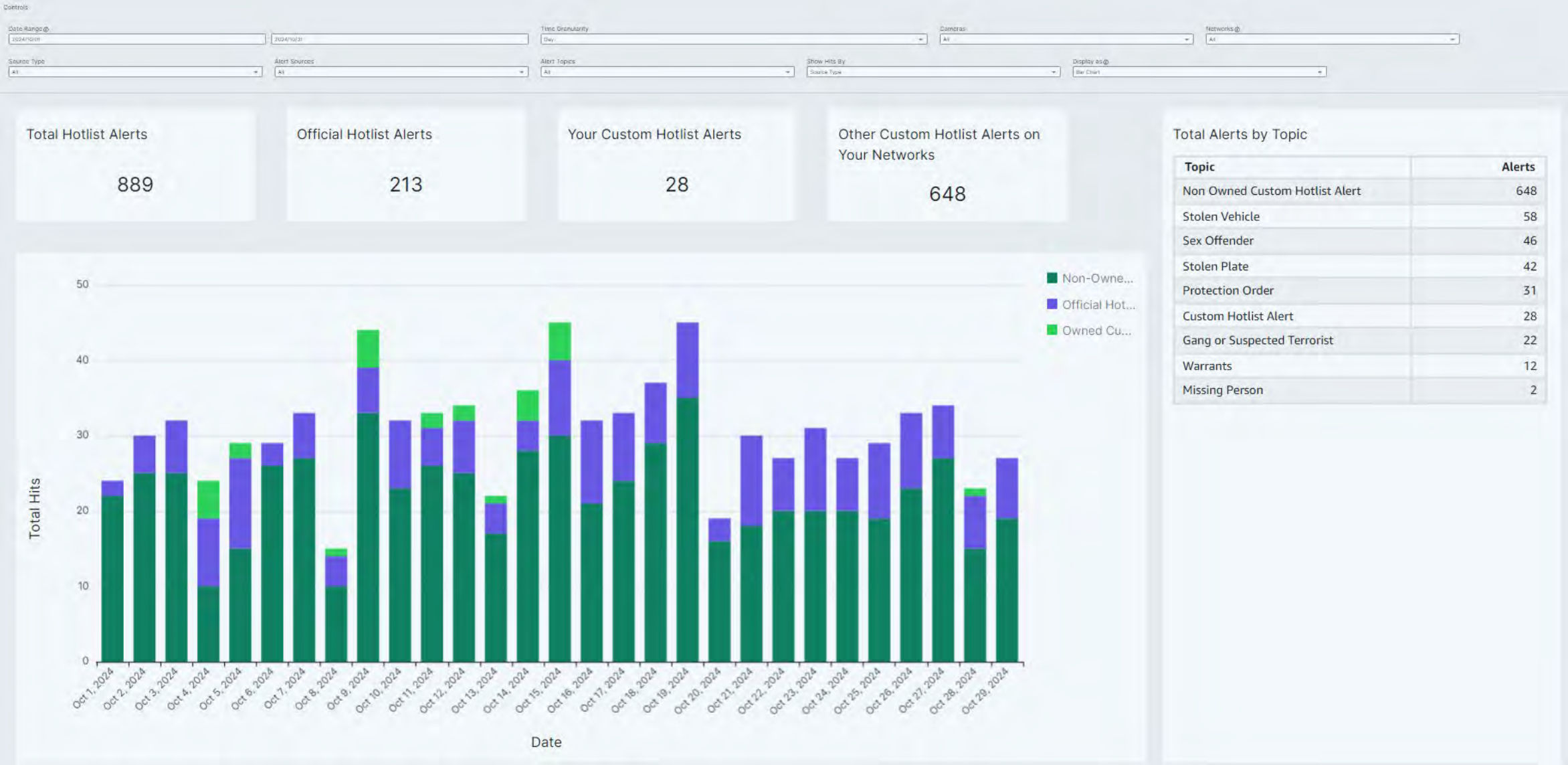


# Unique Reads – 2,184,488

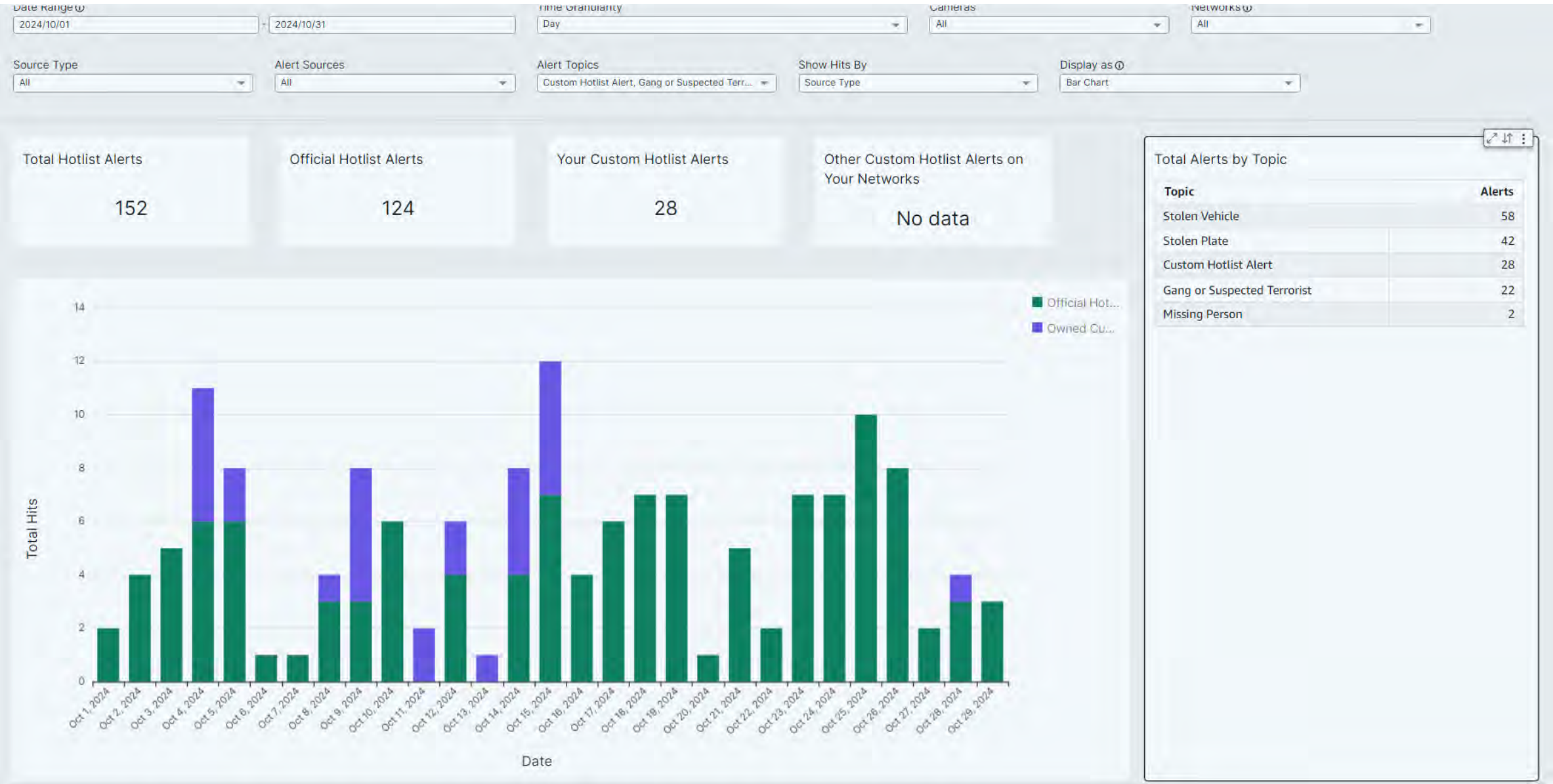




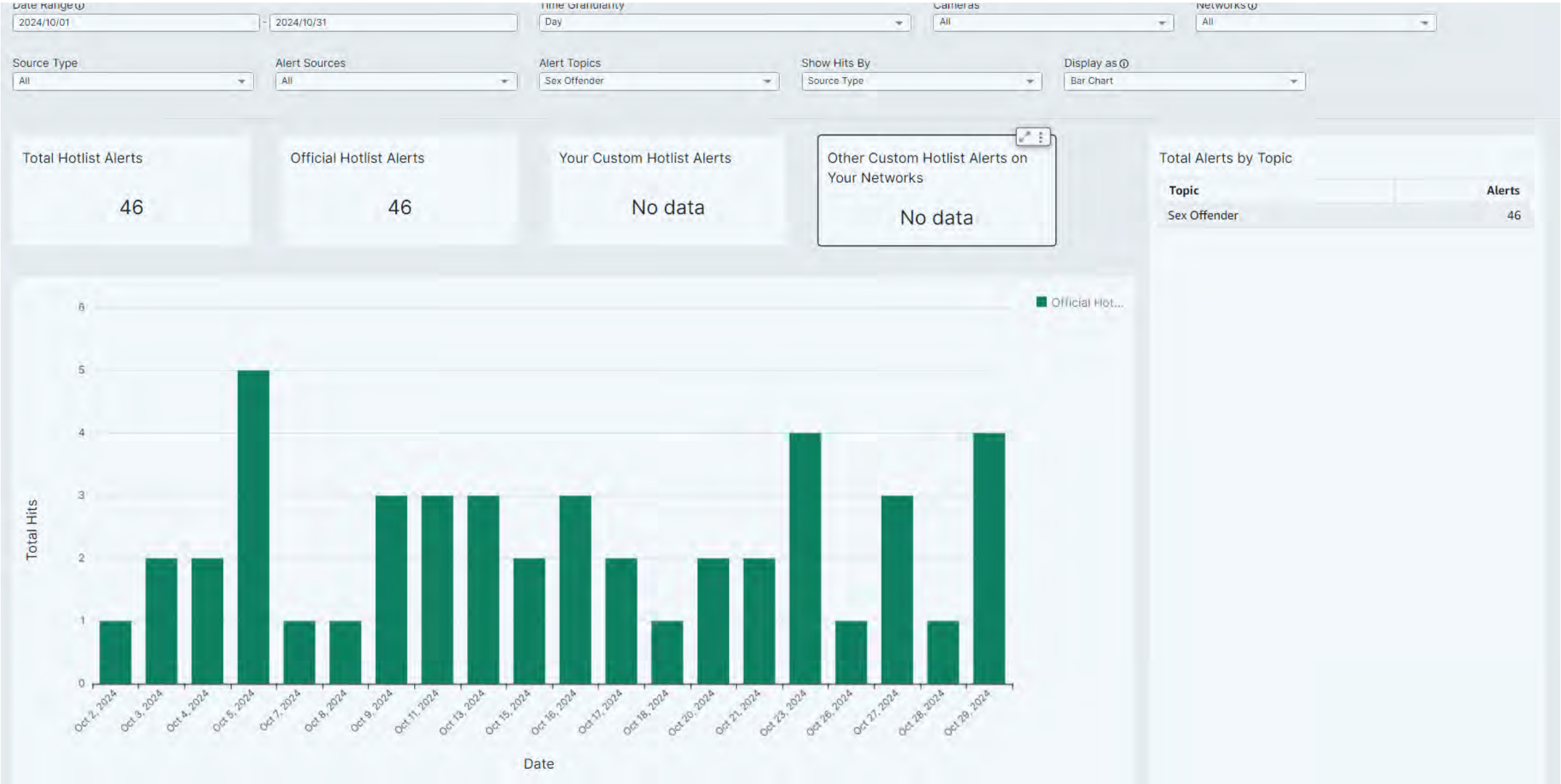
All Categories – All Hotlists



Top 6 Categories



Sex Offenders



# Summary Report

## Insights Dashboard





#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 'Volume' by 'groupbysummary'

groupbysummary	Sum of Volume
#22 - NB Voss x Magnolia Bend (Lane 2)	454385
#21 - NB Voss x Magnolia Bend (Lane 1)	355075
#08 2200 S Piney Point Rd NB at City Limit	325464
#13 NB Gessner Rd	317454
#23 - WB San Felipe x Buffalo Bayou	293753
#17 Memorial Dr WB at Voss	235970
#31 EB Memorial Dr near Tealwood	232923
#02 Memorial Dr EB at Gessner	222110
#12 Piney Point Dr SB at Gaylord	221012
#20 - SB Voss x Old Voss (Lane 2)	215456
#18 Memorial Dr EB at Voss	181538
#01 Gessner SB at Frostwood Elementary	175048
#04 Memorial Dr NB at Briar Forest	174293
#07 Memorial Dr EB at Briar Forest	151675
#28 MVRD Station S/B Memorial Drive	142941
#16 Memorial Dr WB at E Creekside Dr	137867
#24 - NB Blalock x Memorial	135983
#14 Beinhorn Rd WB at Pipher	133078
#09 N Piney Point Rd at Memorial Dr	99386
#19 - SB Voss x Old Voss (Lane 1)	94071
#27 Unit 181 Blalock S/B at Taylorcrest	93251
#32 WB Greenbay @ Memorial Dr	91288
#30 EB Beinhorn Rd @ Voss Rd	83607
#10 On Memorial Dr EB from San Felipe	79839
#05 Bunkerhill Rd SB at Taylorcrest	71399
#26 - SB Hedwig x Beinhorn	51872
#06 Taylorcrest Rd WB at Flintdale	46367
#11 Greenbay St EB at Piney Point Rd	34994
Strey NB at Memorial	18045
#29 - Riverbend Main Entrance	7521
#15 Hunters Creek Dr SB at I-10	6913
#01 Inbound, Riverview Way, EB	5739
<b>Grand Total</b>	<b>4890317</b>

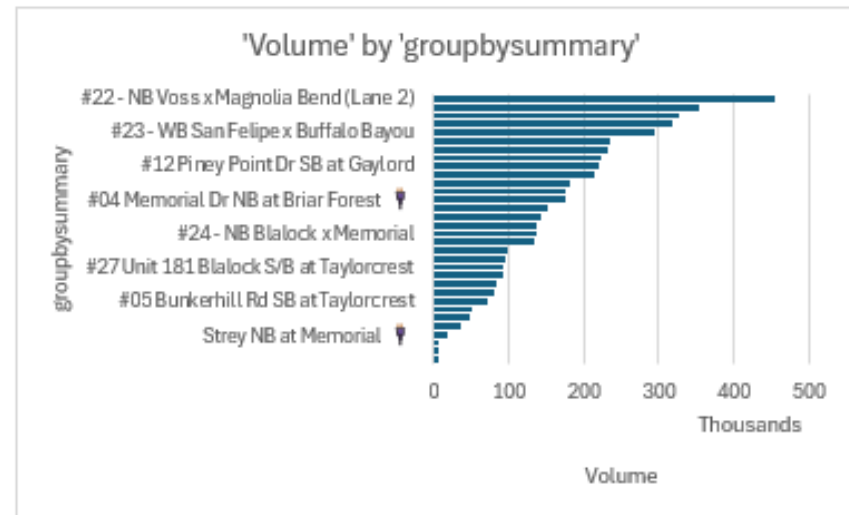
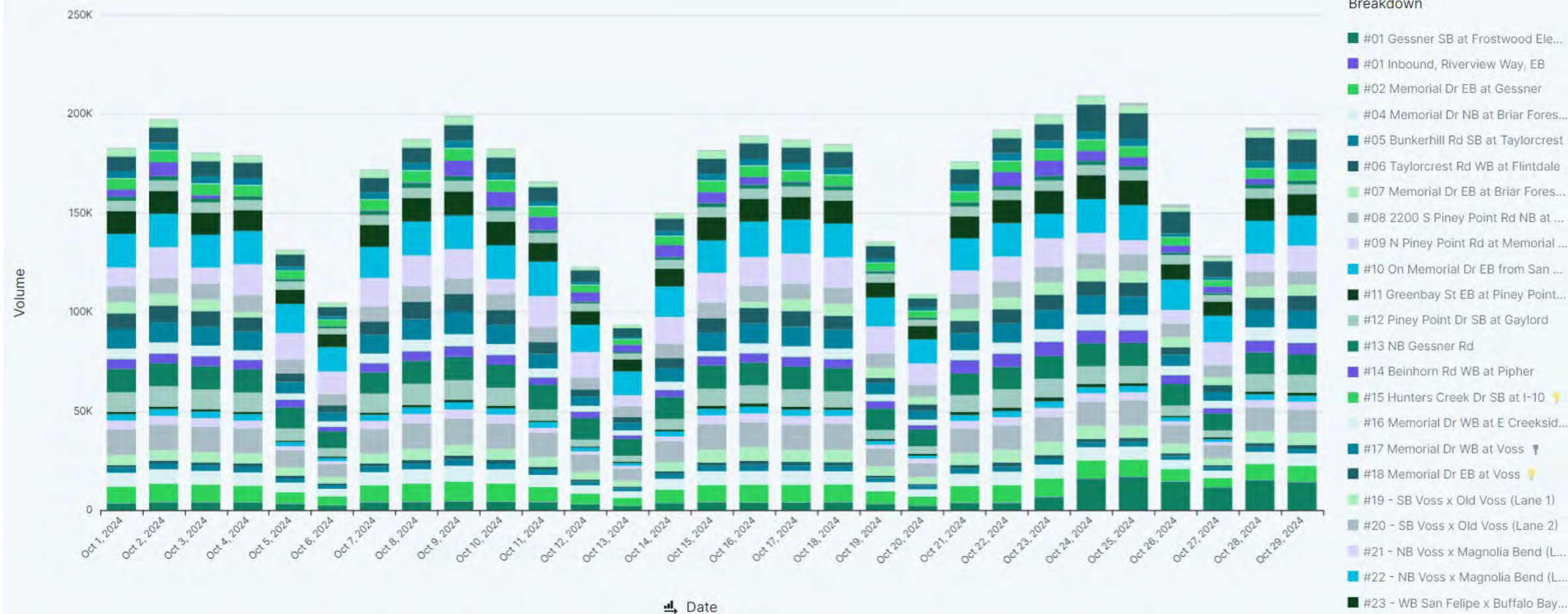


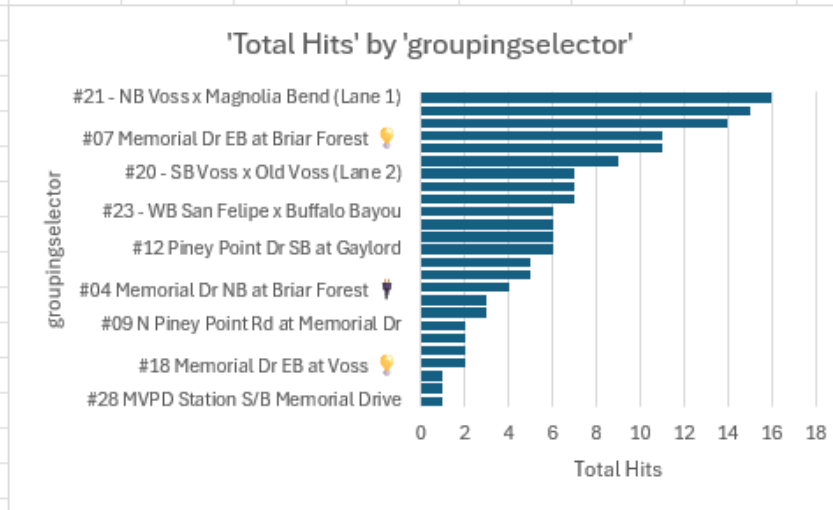
Plate Reads  
By Location

# Total Vehicle Volume



# Hits By Camera

groupingselector	Sum of Total Hits
#21 - NB Voss x Magnolia Bend (Lane 1)	16
#22 - NB Voss x Magnolia Bend (Lane 2)	15
#08 2200 S Piney Point Rd NB at City Limit	14
#07 Memorial Dr EB at Briar Forest	11
#16 Memorial Dr WB at E Creekside Dr	11
#17 Memorial Dr WB at Voss	9
#20 - SB Voss x Old Voss (Lane 2)	7
#13 NB Gessner Rd	7
#01 Gessner SB at Frostwood Elementary	7
#23 - WB San Felipe x Buffalo Bayou	6
#27 Unit 181 Blalock S/B at Taylorcrest	6
#14 Beinhorn Rd WB at Pipher	6
#12 Piney Point Dr SB at Gaylord	6
#24 - NB Blalock x Memorial	5
#10 On Memorial Dr EB from San Felipe	5
#04 Memorial Dr NB at Briar Forest	4
#19 - SB Voss x Old Voss (Lane 1)	3
#06 Taylorcrest Rd WB at Flintdale	3
#09 N Piney Point Rd at Memorial Dr	2
#05 Bunkerhill Rd SB at Taylorcrest	2
#02 Memorial Dr EB at Gessner	2
#18 Memorial Dr EB at Voss	2
#26 - SB Hedwig x Beinhorn	1
#31 EB Memorial Dr near Tealwood	1
#28 MVPD Station S/B Memorial Drive	1
<b>Grand Total</b>	<b>152</b>



Total Reads – 4,890,317

Unique Reads – 2,184,488


Hits- 213

7 Top Hits – 152

Hotlist – 28

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




Date Range   

2024/10/01

2024/10/31

Time Granularity  
Day

Cameras  
All

Networks   
All


Your CSV is ready.

Source Type  
All

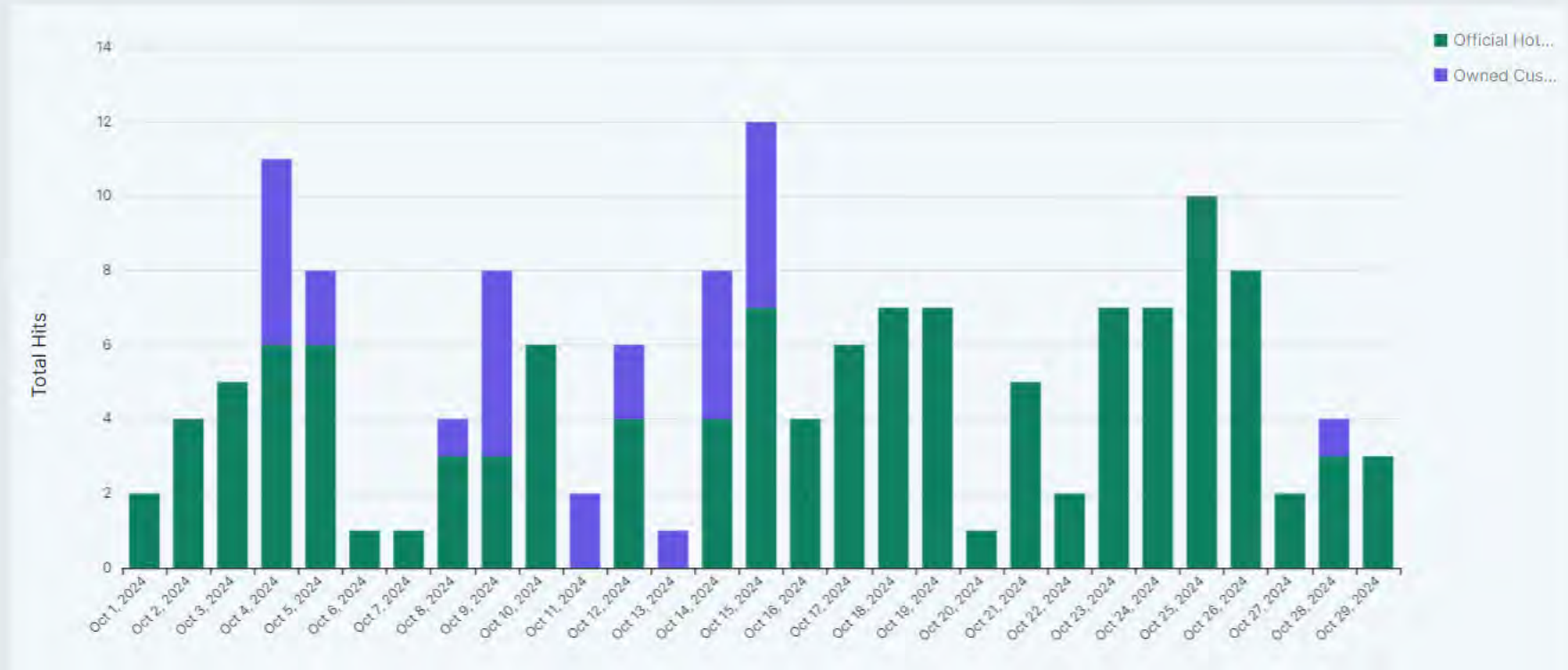
Alert Sources  
All

Alert Topics  
Custom Hotlist Alert, Gang or Suspected Terrorist, Missing Person...

Show Hits By  
Source Type

Display as   
Bar Chart

Total Hotlist Alerts	Official Hotlist Alerts	Your Custom Hotlist Alerts	Other Custom Hotlist Alerts on Your Networks
152	124	28	No data



Topic	Alerts
Stolen Vehicle	58
Stolen Plate	42
Custom Hotlist Alert	28
Gang or Suspected Terrorist	22
Missing Person	2



Hedwig  
▼ 9

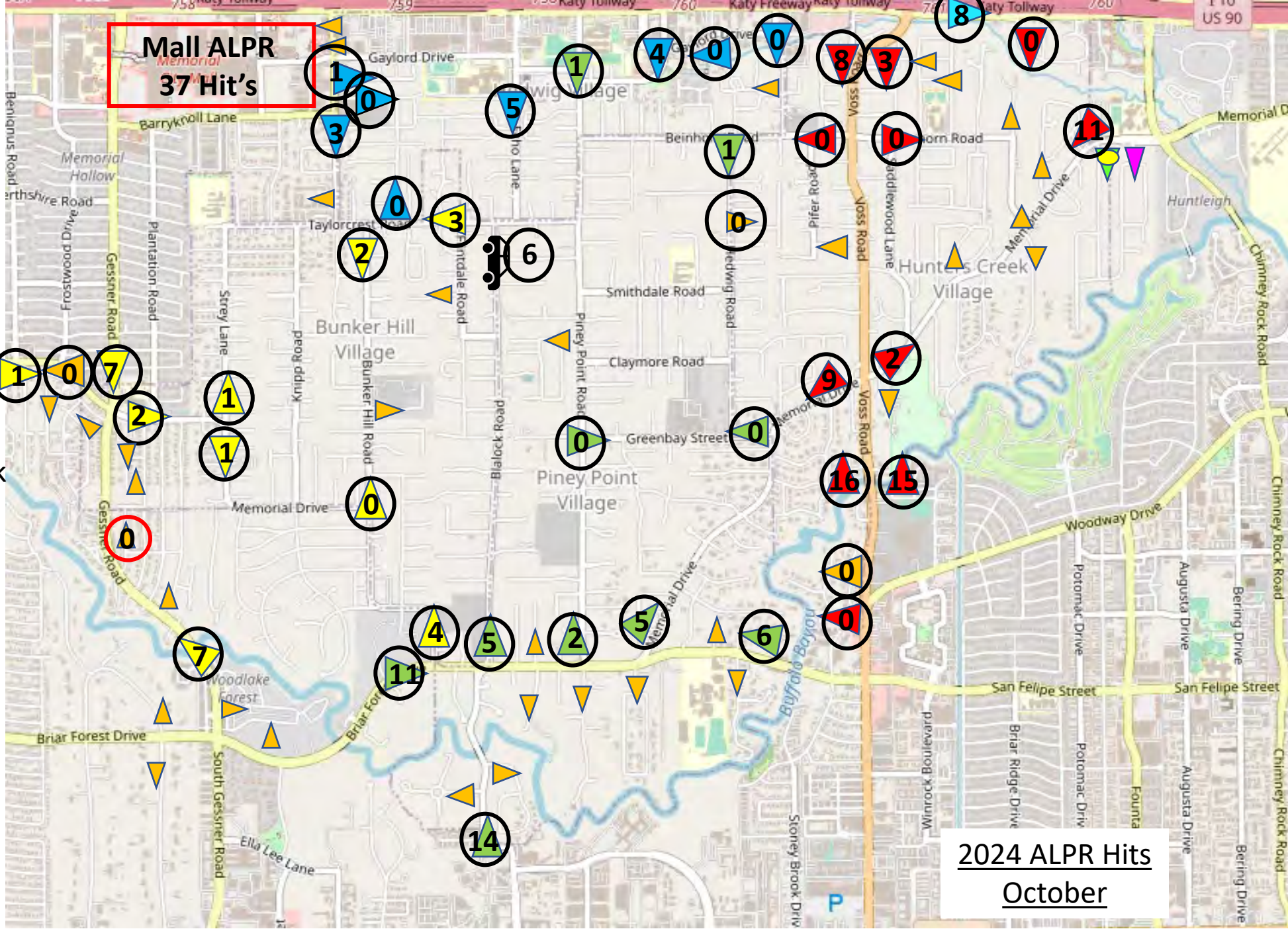
Bunker Hill  
▼

Piney Point  
▼

Hunters Creek  
▼

Frequent  
Mobile  
Locations  
🚗

152 Total  
Hits  
▲



Lindenwood  
HOA  
▼

Longwoods  
HOA  
▼

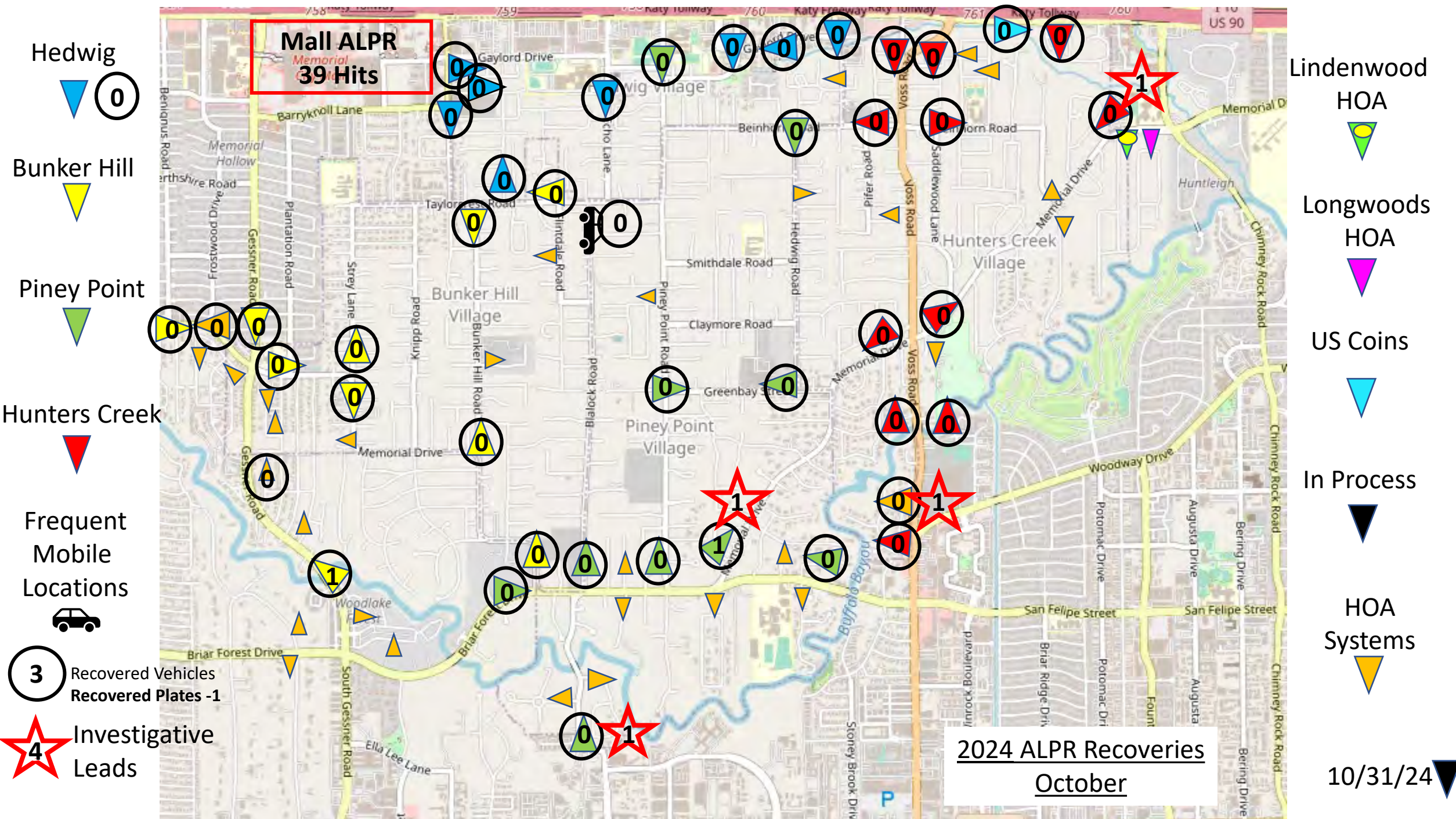
US Coins  
▼

In Process  
▼

HOA  
Systems-32  
▼

10/31/24 1 ▼





ALPR Recoveries						
Num	Plate	Vehicle	Loc	Val	Links	Date
1	SVL2616	Kia Soul	24	\$ 16,500.00	CC Fraud/Theft	7-Jan
2	CW56686	Chev PU	21	\$ 10,000.00		9-Jan
3	SSP9798	GMC Arcac	19	\$ 46,000.00	Fraud	18-Jan
4	KPL1936	Chev1500	12	\$ 40,000.00	Repeat Offender	2-Feb
5	TMV3732	BMW	22	\$ 35,000.00	Fraud	16-Feb
6	SRY8618	ToyMaur	23	\$ 28,000.00		8-Mar
7	MXG5703	ToyRav4	5	\$ 26,000.00	Warrant	9-Mar
8	JBG9307	LexNX	1	\$ 13,000.00	Stolen Plate on veh	11-Mar
9	NVK8218	HyudElan	27	\$ 18,000.00		2-Apr
10	SWW4908	NissV200	2	\$ 14,000.00	Stolen Plate on veh	4-Apr
11	4463G98	Ford Mus	2	\$ 42,000.00	On tow trk	16-Apr
12	W297HO	BMW	31	\$ 55,000.00	Fraud/Fugitive	8-May
13	DOUQ11	Audi	19	\$ 60,000.00	Fraud/Fugitive	10-May
14	AM34158	Chevy	13	\$ 20,000.00	Fugitive	15-May
15	TFH8929	Jeep	22	\$ 30,000.00		9-Jun
16	BY59P5	ToyCor	13	\$ 14,000.00		13-Jun
17	RX50863	BMW	13	\$ 21,000.00	Eluding HPD arrest	15-Jun
18	LNT9834	Hynd Alnt	13	\$ 18,000.00	Drugs	27-Jun
19	TFK4209	Toy.Alt	24	N/A	IC VIN	10-Jul
20	FCW2228	Hynd/acc	13	\$ 12,500.00		18-Jul
21	SY4647	Jeep/SUV	16	\$ 18,000.00	HPD Took Case	1-Aug
22	42036J	Trailer	23	\$ 6,000.00	Fraud	13-Aug
23	PSV8768	Honda	19	\$ 17,000.00	Mail Theft	30-Aug
24	MMT1829	Nissan Se	Mobile	\$ 16,000.00	Mobile Test Unit	17-Sep
25	HDT9159	Ford EXP	13	\$ 35,000.00		8-Oct
26	AJ31690	Uhaul	HPD	\$ 30,000.00	abandoned	23-Oct
27	GF69837	Toyota Cor	23	\$ 9,000.00	Civil	24-Oct
28						
29						
30						
31						
32						
33						
34						
35						
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INVESTIGATIVE LEADS/Solves												
Crime	Plate	Date	ALPR		Crime	Plate	Date	ALPR	Crime	Date	Plate	ALPR
Package Theft	TPK9834	3-Jan	P- Kensington		Mail Theft	SJB2869	3/8/2024	29, Bridlewood	BMV	10/30/2024	TTB0303	8
BMV-Crim Mischief	1000598	3-Jan	P- US Coins		Mail Theft	SJB2869	3/15/2024	21	BMV	10/11/2024	RKR0649	29
Theft of Lawn Eq	4297A98	4-Jan	2		Burglary of a Hab.	1RPRF	3/16/2024	1,31				
Mail Theft	SXS7885	5-Jan	6		Burg of Hab	WV TLL2498	4/1/2024	5				
Hotlist Theft	TPK9834	7-Jan	13		Auto Theft	TZJ4122	4/11/2024	6				
BMV suspects	SGN1517	9-Jan	13		Crim Tres	TFM3379	5/18/2024	7				
Package Thief	BW6J592	10-Jan	Bellaire		Robbery	NMF0683	5/21/2024	Hickory Rid				
FSGI	PRM6967	23-Jan	P-Still		Burglary of a Buss.	RPY6912	6/28/2024	US Coins				
FSGI	RXS6491	27-Jan	1		BMV	RPY6912	8/11/2024	13				
Runaway	RKH0399	2-Feb	12		Fraud	LGW4414	8/5/2024	6				
Theft of Lawn Eq	BW6J592	9-Feb	2		Fraud	RPY6912	8/11/2024	13				
BMV Att	TSP9824	16-Feb	18		Burglary	VDF8058	9/23/2024	18				
BMV		22-Feb	12		BMV	JSZ3816	10/1/2024	16				
Susp Event	TJJ0901	4-Mar	17		Threats to School	PXK2151	10/8/2024	10				

Plate Recoveries			
Plate	Recover	Date	Links
6VKC128	1/23/2024	Owner	
RKN392	2/4/2024	Owner	
DWJ6774	2/15/2024	Owner	
4B8105K	3/2/2024	Dup/Frd	
5KK6235	3/11/2024	Stolen	
DV7ZHH	3/18/2024	Owner	
	4/5/2024	Driver DNK	
TKX6267	4/11/2024	Arrested	
8LL173	4/29/2024	Cited/Tow	
7B2889H	5/21/2024	Cited/Tow	
KDW2425	5/23/2024	Owner	
386565H	5/25/2024	Cited/Tow	
RGJ6630	5/25/2024	Owner	
TFN6035	6/19/2024	Owner	
KSL1318	6/26/2024	Owner	
5B4575J	7/3/2024	Cited/Towed	
TKW6838	8/10/2024	Owner	
CWW2621	8/23/2024	Cited	
FSV8768	8/30/2024	On Stolen Car	
PD56229	8/30/2024	Owner	
PKM6191	9/12/2024	Cited/towed	
PMJ2303	9/18/2024	Recovered	

Located but fled					
Date	Plate	Camera	Date	Plate	Camera
3-Jan	SFG3451	7	1-Oct	VPY1400	1
9-Jan	SGN1517	13			
28-Mar	W197102	22			
19-Jul	TPN1230	20			
28-Sep	1C7935E	8			
30-Sep	VPY1400	2			

10 of 14 involved in other crimes = ( 69%

8/5/2024	LWG4414	jersey	6	Warrant
9/13/2024	NVP4093	HPD	21	Suspects
10/28/2024	VGP9479	HCSO	6	Warrant

**MUTUAL INTERLOCAL AGREEMENT BETWEEN MEMORIAL VILLAGES  
POLICE DEPARTMENT AND THE CITY OF BUNKER HILL VILLAGE, TEXAS,**

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This Interlocal Agreement (the “Agreement”) is made and entered by and between the Memorial Villages Police Department, Texas (the “MVPD”), a body corporate and politic under the laws of the State of Texas, acting by and through its Board of Commissioners, and the City of Bunker Hill Village, Texas (the “City”), a Type A General Law municipality under the laws of the State of Texas, acting by and through its City Council, and pursuant to the Interlocal Cooperation Act, TEX. GOV’T CODE ANN. §§ 791.001 – 791.030. The MVPD and the City are referred to herein collectively as “Parties” and individually as a “Party.”

***Recitals***

The City desires the MVPD’s assistance in purchasing certain materials, goods or services. Likewise, MVPD would like to benefit from the City’s purchase of certain materials, goods, or services.

Both the City and MVPD currently purchases certain materials, goods, and services from their vendors under executed City or MVPD contracts, respectively (“Vendors”).

In this mutually beneficial agreement, MVPD and the City agree to allow the other to utilize current contracts in order to increase the efficiency and effectiveness of government.

***Terms***

**I.**

Parties agrees to supply each other with information concerning contracts currently being utilized or will be utilized in the future with various Vendors. This Agreement shall apply only to those materials, goods, or services for which the Parties currently have, or will have in the future, under an executed contract with a Vendor. Nothing herein shall obligate either Party to purchase any materials, goods, or services from any particular Vendor. Parties shall not, under any circumstances, be obligated to procure any materials, goods, or services for the other nor to include the other Party in any procurement effort. Parties reserves the right, in their sole discretion, to terminate any or all contracts with any Vendor(s) without the prior written notice or

approval of the other Party. Parties owes the other Party no obligation whatsoever for the use of contracts. The Parties owe no compensation to the other Party for the use of its current executed contracts. The Parties shall not allow other governmental entities including, but not limited to municipalities, agencies, departments, or counties, the use of their contracts through the utilization of this Agreement.

## II.

Each Vendor, in its own discretion, must agree to allow the other Party to purchase materials, goods, or services under the contract between the Vendor and a Party to this Agreement. The following language shall be included in each contract a Party enters into with a Vendor.

For contracts in which the City is entering into using a MVPD agreement with a Vendor, the language shall state:

The materials, goods, or services subject to this contract are being procured using a Memorial Villages Police Department executed contract with Vendor, subject to the following.

Vendor has the right to refuse the City's request to use Memorial Villages Police Department's contract;

If Vendor agrees to contract with the City using the Memorial Villages Police Department contract, then all materials, goods, or services purchased under the Agreement between the City and Vendor shall be in accordance with the current Memorial Villages Police Department contract;

The City shall have no authority whatsoever to change any terms, conditions, or pricing in any Memorial Villages Police Department contract;

Vendor shall bill the City directly for any and all materials, goods, or services purchased by the City;

Vendor shall look only to the City for any and all compensation owed for purchases made by the City under the Memorial Villages Police Department contract; and

Vendor shall settle any and all disputes with the City concerning any purchases made by the City. Memorial Villages Police Department shall not be a party to any dispute between Vendor and the City, nor be responsible in any way for the acts or omissions of the City.

For contracts MVPD is entering into using a City agreement with a Vendor:

The materials, goods, or services subject to this contract are being procured using a Bunker Hill Village executed contract with Vendor, subject to the following.



Vendor has the right to refuse the Memorial Villages Police Department's request to use the City of Bunker Hill Village's contract;

If Vendor agrees to contract with the Memorial Villages Police Department using the City's contract, then all materials, goods, or services purchased under the Agreement between the Memorial Villages Police Department and Vendor shall be in accordance with the current City contract;

The Memorial Villages Police Department shall have no authority whatsoever to change any terms, conditions, or pricing in any City of Bunker Hill Village contract;

Vendor shall bill the Memorial Village Police Department directly for any and all materials, goods, or services purchased by the Police Department;

Vendor shall look only to the Memorial Villages Police Department for any and all compensation owed for purchases made by the Police Department under the Bunker Hill Village contract; and

Vendor shall settle any and all disputes with the Memorial Villages Police Department concerning any purchases made by the Police Department. City of Bunker Hill Village shall not be a party to any dispute between Vendor and the Memorial Villages Police Department, nor be responsible in any way for the acts or omissions of the Memorial Villages Police Department.

### III.

All the materials, goods, or services procured using the Parties contracts shall be procured by each Party in accordance with all applicable federal, state, and local laws, rules, regulations, or ordinances, including but not limited to the Purchasing and Contracting Authority of Municipalities, TEX. LOC. GOV'T CODE ANN. §§ 252.001, *et. seq.*, as amended.

### IV.

Each Party shall be responsible to a Vendor only for the materials, goods, or services ordered and received by said Party and shall not, by the execution of this Agreement, assume any liability or waive any rights under the applicable contract or as provided by law. Any and all disputes arising between Vendor and the Party shall be handled between the Party and Vendor. Vendors shall bill the individual Party directly for all materials, goods, or services ordered by it. The Parties understand and agree it shall make all payments to Vendors in accordance with all applicable laws including, but not limited to TEX. GOV'T CODE ANN. §§ 101.021, *et. seq.*, as amended.

## V.

This Agreement is subject to the federal, state, and local laws, orders, rules, ordinances, and regulations relating to the Agreement and funded by state or federal funds, or of applicable conditions of participation in Medicaid or Medicare program(s). Each Party shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations concerning the performance of this Agreement.

This Agreement is governed by the laws of the State of Texas.

The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.

The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

## VI.

This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.

Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

However, any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment and shall become effective on the date designated by such law or regulation.

## VII.

The term of this Agreement shall commence upon approval of all Parties, shall run for the next consecutive twelve (12) months, and shall automatically renew each year unless earlier terminated.

Parties shall have the right to immediately terminate this Agreement upon a material breach by the other Party, which shall include but not be limited to noncompliance with Article II.

Any Party may cancel this Agreement at any time upon thirty (30) days written notice to the other Parties to this Agreement. The obligations of the Parties to pay Vendor for all materials, goods, or services if any, purchased pursuant to this Agreement prior to such notice shall survive such cancellations, as well as any other obligation incurred under the Vendor contracts, until performed or discharged by the contracting Party to that contract.



## VIII.

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to MVPD or the City at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the City:                   The City of Bunker Hill Village  
11977 Memorial Dr  
Houston, Texas 77024  
Attn: Gerardo Barrera, City Administrator

To Memorial Villages Police Department:

Memorial Villages Police Department  
11981 Memorial Drive  
Houston, Texas 77024  
Attn: Ray Schultz, Police Chief

Any Party may designate a different address by giving the other Party ten (10) days written notice.

## IX.

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.


Any provision of this Agreement that by its plain meaning is intended to survive the expiration or earlier termination of this Agreement, including without limitation the indemnification provisions herein, shall survive such expiration or earlier termination. If an ambiguity exists as to survival of any provision, the provision shall be deemed to survive.

## X.

**EXECUTION. Multiple Counterparts:** The Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same

instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

THE CITY OF BUNKER HILL VILLAGE, MEMORIAL VILLAGES POLICE  
TEXAS DEPARTMENT

By:   
Robert P. Lord  
Mayor

By: \_\_\_\_\_  
James Huguenard  
Commission Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

The Memorial Villages Police Department Police Commission, Texas, convened at a meeting of said Commission at the Memorial Villages Police Department building in the City of Houston, Texas, on the \_\_\_\_ day of \_\_\_\_\_, 2024 with the following members present, to-wit:

From the Commission:  
City of Piney Point:  
Commissioner Huguenard  
Alt. Commissioner Ebeling  
Commissioner Southwick

City of Hunter's Creek:  
Commissioner Hamilton  
Commissioner Andrews

City of Bunker Hill:  
Commissioner Moerer  
Commissioner Rosenbaum

and the following members absent, to-wit: \_\_\_\_\_,  
constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF THE MUTUAL INTERLOCAL  
AGREEMENT BETWEEN MEMORIAL VILLAGES POLICE DEPARTMENT AND  
THE CITY OF BUNKER HILL VILLAGE, TEXAS**

Commissioner \_\_\_\_\_ introduced an order and made a motion that the same be adopted. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Commission :  
Yes: \_\_\_\_\_  
No: \_\_\_\_\_  
Abstain: \_\_\_\_\_

***Recitals***

1. The City of Bunker Hill Village, Texas (the “City”) desires to enter into a mutually beneficial agreement with Memorial Village Police Department’s for the purchase of certain materials, goods or services.
2. Memorial Villages Police Department currently purchases certain materials, goods, and services from vendors under executed Memorial Village Police Department contracts. The City of Bunker Hill Village similarly purchases certain materials, goods, and services from vendors under City of Bunker Hill Village contracts.
3. Memorial Villages Police Department agrees to allow the City to utilize its current contracts in order to increase the efficiency and effectiveness of government pursuant to the Interlocal Cooperation Act, TEX. GOV’T CODE ANN. §§ 791.001 – 791.030. In exchange, Bunker Hill Village agrees to allow the Memorial Villages Police Department to utilize its current contracts to increase efficiency and effectiveness of government.
4. Both Parties wish to enter into such mutually beneficial Interlocal Agreement.

**Now, therefore, be it Ordered by the Memorial Villages Police Department Police Commission:**

1. That the recitals are true and correct.
2. That Commission Chairman be, and is hereby, authorized to execute for and on behalf of Memorial Villages Police Department an Interlocal Agreement with the City of Bunker Hill Village, Texas, to provide assistance in the purchasing of certain materials, goods, or services pursuant to the Interlocal Cooperation Act, TEX. GOV’T CODE ANN. §§ 791.001 – 791.030. The Interlocal Agreement is incorporated herein by reference for all purposes as though fully set forth word for word.
3. All MVPD officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

TO: Mayor and City Council

FROM: R. Pennington, City Administrator

VIA: Village Fire Department Commission

MEETING DATE: November 18, 2024

SUBJECT: Consideration and possible action on Village Fire Department.

**Agenda Item: 3**

**Summary:**

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

- a) Update on activities.
- b) VFD Financials.
- c) VFD Agenda & Minutes.

**Attachments/Required Documents:**

*VFD Report documents*

*VFD Agenda (10/23) & Minutes.*



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

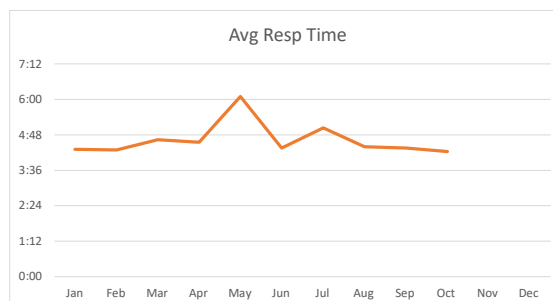
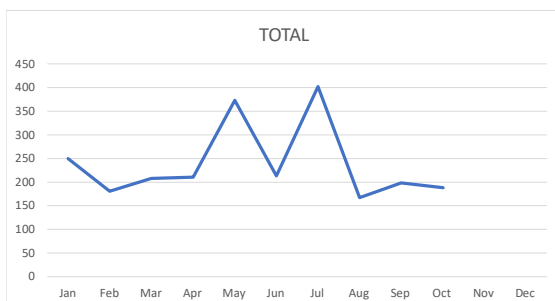
### October 2024 Summary - All Cities

Call/Incident Type/Detail	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total YTD
<b>TOTAL</b>	<b>250</b>	<b>181</b>	<b>208</b>	<b>211</b>	<b>373</b>	<b>213</b>	<b>402</b>	<b>167</b>	<b>198</b>	<b>188</b>			<b>2391</b>
Abdominal Pain	0	1	1	2	4	3	2	2	1	5			21
Allergic Reaction	2	1	2	2	1	1	0	2	1	3			15
Animal Bite	0	0	1	0	0	0	0	0	2	0			3
Apartment Fire	0	0	0	0	0	0	1	0	0	0			1
Assult	0	1	1	0	1	1	0	0	2	1			7
Automatic Aid	3	2	3	4	1	0	0	0	0	1			14
Automatic Aid- Apartment Fire	13	6	13	10	4	2	5	0	0	2			55
Automatic Aid- Building Fire	4	2	2	3	0	1	1	0	0	2			15
Automatic Aid- Elevator Rescue	3	1	1	0	1	2	2	0	0	2			12
Automatic Aid- Entrapment MVC	1	3	1	0	1	0	0	0	0	0			6
Automatic Aid- Gas Leak	1	1	2	3	2	0	3	0	0	1			13
Automatic Aid- High Rise Fire	0	2	1	0	0	0	0	0	0	2			5
Back Pain	0	0	2	1	1	1	0	0	1	1			7
Burn Victim	0	0	0	0	0	0	2	0	0	0			2
Business Fire	0	0	0	0	0	0	0	1	1	0			2
Carbon Monoxide Detector With Symptoms	0	1	0	0	2	0	3	0	0	1			7
Carbon Monoxide Detector No Symptoms	2	3	3	1	11	8	11	7	1	3			50
Cardiac/Respiratory Arrest	1	1	0	0	0	1	0	0	2	0			5
Check a Noxious Odor	2	1	0	1	0	0	0	0	1	0			5
Check for Fire	0	0	1	0	1	0	7	0	3	0			12
Check for the Smell of Natural Gas	2	3	6	2	18	2	5	2	7	6			53
Check for the Smell of Smoke	2	2	1	2	5	2	5	4	3	0			26
Chest Pain	3	1	4	1	3	4	4	2	3	2			27
Child Locked in a Vehicle Engine and AC running	0	0	0	0	1	0	1	0	0	1			3
Child Locked in a Vehicle Engine not running	0	1	0	0	1	1	0	1	1	2			7
Choking	1	1	2	0	0	0	0	0	0	1			5
Diabetic Emergency	1	2	2	1	0	1	0	0	0	0			7
Difficulty Breathing	9	5	8	12	4	3	8	10	5	7			71
Dumpster Fire Not near Structure	0	0	0	0	1	1	0	0	0	0			2
Electrical Fire	0	0	1	0	1	0	1	1	0	3			7
Elevator Rescue	1	0	0	0	2	1	4	0	0	1			9
Entrapment- Non MVC	0	0	1	0	1	0	0	0	0	0			2
Eye Problems	0	0	0	0	0	1	0	0	0	0			1
Fall Victim	10	8	13	9	11	8	6	12	9	13			99
Fire Alarm Business	8	6	3	6	9	9	6	3	3	4			57
Fire Alarm Church or School	10	6	3	4	9	8	6	11	4	2			63
Fire Alarm Residence	36	28	23	25	57	38	59	26	45	31			368
Gas Leak	3	0	5	4	15	1	3	2	6	4			43
Grass Fire	0	0	0	0	0	0	1	0	0	1			2
HAZMAT Emergency	0	0	0	0	0	1	0	1	0	0			2
Headache- Stroke symptoms not present	0	0	0	2	0	1	0	1	2	0			6
Heart Problems	8	6	4	6	6	5	2	3	4	9			53
Heat/Cold Exposure	1	0	0	0	0	2	2	3	2	0			10
Hemorrhage/Laceration	1	2	1	1	1	1	1	4	4	2			18
House Fire	2	0	1	1	6	4	3	1	0	0			18
Injured Party	4	4	4	3	4	4	4	2	5	2			36
Medical Alarm	6	5	4	2	9	3	5	11	6	3			54
Motor Vehicle Collision	23	15	21	25	21	24	31	13	20	21			214
Motor Vehicle Collision with Entrapment	0	0	1	1	2	0	1	0	0	0			5
Object Down in Roadway	6	1	5	6	17	5	67	2	0	0			109
Oven/Appliance Fire	1	0	0	0	0	0	1	0	0	3			5
Overdose/Poisoning	1	1	2	0	3	0	2	1	1	3			14
Possible D.O.S.	1	0	1	2	0	0	0	1	0	1			6
Powerlines Down Arcing/Burning	3	0	3	6	41	14	66	2	0	0			135
Pregnancy/ Childbirth	1	0	0	0	0	0	0	0	2	0			3
Psychiatric Emergency	3	6	2	2	3	2	4	1	4	1			28
Seizures	4	2	8	4	2	1	7	0	4	3			35
Service Call Non-emergency	14	16	12	15	36	8	17	10	8	5			141
Shooting/Stabbing	1	0	0	0	2	1	0	0	0	0			4
Sick Call	21	15	15	19	23	20	19	8	11	9			160
Smoke in Business	1	0	0	0	0	0	0	0	0	0			1
Smoke in Residence	1	0	1	1	0	1	0	0	1	0			5
Stroke	5	1	3	2	3	1	5	4	1	3			28
Transformer Fire	3	0	2	2	11	1	11	0	1	0			31
Trash Fire	0	0	0	0	1	0	0	0	1	0			2
Traumatic Injury	1	3	0	1	0	0	0	0	3	0			8
Unconscious Party/Syncope	14	9	7	10	10	11	7	8	9	13			98
Unknown Medical Emergency	1	2	3	5	1	3	1	3	4	8			31
Vehicle Fire	4	3	1	2	3	0	0	2	2	1			18
Wash Down	1	1	1	0	0	0	0	0	1	0			4

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	166	4:21
Jul	267	5:02
Aug	139	4:24
Sep	166	4:21
Oct	155	4:14
Nov		
Dec		
1771		4:37

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

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



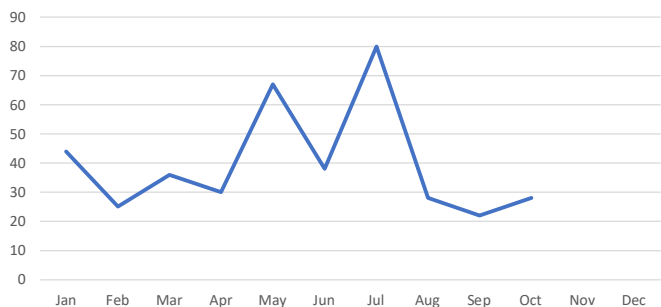


Village Fire Department  
901 Corbindale Rd  
Houston, TX, 77024  
Phone# (713) 468-7941 Fax# (713) 468-5039

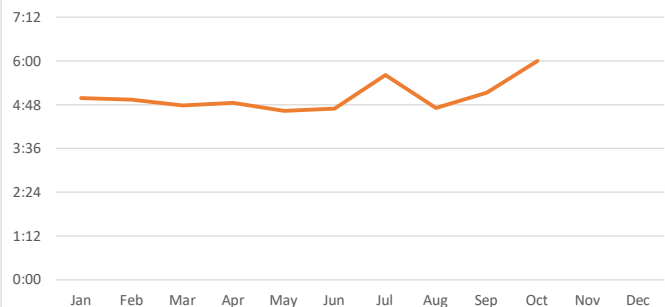
### October 2024 Summary - Piney Point

Call/Incident Type/Detail	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total YTD	Month	# of Incidents	Avg Resp Time
<b>TOTAL</b>	<b>44</b>	<b>25</b>	<b>36</b>	<b>30</b>	<b>67</b>	<b>38</b>	<b>80</b>	<b>28</b>	<b>22</b>	<b>28</b>			<b>398</b>	<b>Jan</b>	23	4:59
Abdominal Pain	0	0	1	0	1	0	0	0	0	0			2	<b>Feb</b>	16	4:56
Allergic Reaction	0	1	0	0	0	0	0	0	0	1			2	<b>Mar</b>	29	4:47
Animal Bite	0	0	0	0	0	0	0	0	1	0			1	<b>Apr</b>	18	4:51
Assult	0	0	0	0	1	0	0	0	0	0			1	<b>May</b>	47	4:38
Back Pain	0	0	1	0	0	0	0	0	0	0			1	<b>Jun</b>	29	4:42
Business Fire	0	0	0	0	0	0	0	0	1	0			1	<b>Jul</b>	50	5:37
Carbon Monoxide Alarm with Symptoms	0	0	0	0	0	0	2	0	0	0			2	<b>Aug</b>	23	4:43
Carbon Monoxide Detector No Symptoms	0	0	1	0	1	0	3	0	0	0			5	<b>Sep</b>	17	5:08
Cardiac/Respiratory Arrest	0	1	0	0	0	0	0	0	0	0			1	<b>Oct</b>	24	6:00
Check for the Smell of Natural Gas	0	1	2	0	2	1	0	0	0	1			7	<b>Nov</b>		
Check for the Smell of Smoke	0	0	0	0	0	0	1	1	0	0			2	<b>Dec</b>		
Chest Pain	0	0	2	0	0	0	0	0	0	0			2		276	5:02
Child Locked in a Vehicle Engine not running	0	0	0	0	0	1	0	1	0	1			3			
Choking	0	1	0	0	0	0	0	0	1	0			2			
Difficulty Breathing	2	2	3	0	1	0	0	2	0	0			10			
Electrical Fire	0	0	0	0	0	0	0	0	0	1			1			
Fall Victim	1	1	4	1	3	1	2	1	0	2			16			
Fire Alarm Business	0	0	0	0	1	0	0	0	0	0			1			
Fire Alarm Church or School	5	0	1	1	2	4	0	3	0	1			17			
Fire Alarm Residence	13	7	7	8	11	12	18	6	10	11			103			
Gas Leak	3	0	0	3	0	0	1	0	1	0			8			
Headache- Stroke symptoms not present	0	0	0	1	0	0	0	0	0	0			1			
Heart Problems	0	1	1	1	1	0	0	0	0	1			5			
Heat/Cold Exposure	0	0	0	0	0	1	0	0	1	0			2			
Hemorrhage/Laceration	1	0	0	0	0	0	0	0	1	0			2			
House Fire	0	0	0	0	2	1	0	0	0	0			3			
Injured Party	0	0	0	1	2	0	0	0	0	0			3			
Medical Alarm	2	1	1	1	1	0	2	3	0	1			12			
Motor Vehicle Collision	1	1	2	1	3	1	1	2	2	3			17			
Motor Vehicle Collision with Entrapment	0	0	0	0	1	0	0	0	0	0			1			
Object Down in Roadway	3	0	2	1	4	1	19	0	0	0			30			
Overdose/Poisoning	0	0	0	0	1	0	0	1	0	0			2			
Possible D.O.S.	1	0	1	0	0	0	0	0	0	0			2			
Powerlines Down Arcing/Burning	2	0	1	1	9	5	16	2	0	0			36			
Psychiatric Emergency	0	0	0	1	0	0	2	1	0	1			5			
Seizures	0	0	0	0	1	0	0	0	0	0			1			
Service Call Non-emergency	4	4	3	6	9	2	2	1	2	0			33			
Shooting/Stabbing	0	0	0	0	2	1	0	0	0	0			3			
Sick Call	2	1	1	2	3	4	3	1	1	1			19			
Smoke in Residence	0	0	0	0	0	1	0	0	0	0			1			
Stroke	2	0	2	0	1	0	0	1	0	1			7			
Transformer Fire	1	0	0	0	2	0	4	0	0	0			7			
Traumatic Injury	1	0	0	0	0	0	0	0	1	0			2			
Unconscious Party/Syncope	0	2	0	1	2	1	3	1	0	2			12			
Unknown Medical Emergency	0	1	0	0	0	1	1	1	0	0			4			

TOTAL



Avg Resp Time



**VILLAGE FIRE DEPARTMENT**  
**REGULAR MONTHLY BOARD MEETING AGENDA**  
**Wednesday, October 23, 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, October 23, 2024, at 6:00 P.M.**, 901 Corbindale Road, Hedwig Village, Texas 77024.

1. **CALL TO ORDER**
2. **COMMENTS FROM THE PUBLIC** – Comments are limited to 3 minutes each.
3. **CONSENT AGENDA** – All Consent Agenda items listed are considered to be routine by the Board of Commissioners and will be enacted by one motion. There will be no separate discussion of these items unless a Board Member requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.
  - A. Approval of Minutes – Regular Monthly Board Meeting Minutes September 25, 2024
  - B. Approval of Bills Paid – September 2024
4. **REPORTS**
  - A. Treasurer’s Financial Reports and possible action – September 2024
  - B. Administrator’s Report and possible action – September 2024
  - C. Fire Chief’s Report and possible action –September 2024
5. **DISCUSSION ITEMS/PRESENTATION OF SPECIAL REPORTS** – The Board will discuss and consider possible action on the following:
  - A. Roof update
6. **DISCUSSION OF AND POSSIBLE ACTION ON THE FOLLOWING** – The Board will discuss and consider possible action on the following:
  - A. Budget Amendment
  - B. Proposed Policies
  - C. Minutes/Records
7. **DISCUSSION OF AND POSSIBLE ACTION REGARDING PAST FINANCIAL MATTERS** - The Board of Commissioners will discuss and take any action necessary related to past financial matters, the resulting forensic audit, and steps toward resolution.
8. **FUTURE TOPICS**
9. **NEXT MEETING DATE**  
**November 20, 2024**
10. **ADJOURNMENT**

I certify that the agenda for the 23<sup>rd</sup> of October 2024 Regular Monthly Board Meeting was posted at the fire department this the 18<sup>th</sup> day of October 2024, at 4:00 P.M. - Katherine Stuart, Administrative Specialist

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



TO: City Council

FROM: City Engineer

MEETING DATE: November 18, 2024

SUBJECT: Consideration and possible action on the City Engineering

**Agenda Item: 4**

**Summary**

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

- a) Blalock Storm Sewer Point Repairs: HDR has identified two sinkhole locations along Memorial Drive. Additionally, MVWA's television inspection revealed a section of corrugated metal pipe. The Council has previously approved proceeding with point repairs at these locations. Attached is an exhibit showing the point repair sites, as well as an Opinion of Probable Construction Costs at \$62,172.00.
- b) South Piney Point Road Traffic Improvements: The staff and the Council have expressed a desire to enhance safety and visibility along South Piney Point Road through the re-striping of the roadway and the installation of radar signage. Enclosed is an exhibit that illustrates the proposed striping and sign placement along South Piney Point Road. Additionally, attached are quotes obtained for the proposed improvements, which are provided for discussion and potential action.
- c) Engineering Report.

**Recommendations:**

- (1) Staff recommends obtaining quotes for the Blalock Storm Sewer point repairs.
- (2) Staff recommends the best quote obtained by HDR for improvements to S. Piney Point Road.

**Attachments:**

*Opinion of Probable Construction Costs on Blalock Storm Sewer Point Repairs.*  
*Quotes on South Piney Point Road Traffic Improvements.*  
*Engineer Report.*

**Council Agenda Item Cover Memo**

**11/18/2024**  
**Date of Meeting**

**To: Mayor and City Council**

**Agenda Item:**

**Discuss and take possible action on Blalock Storm Sewer Point Repairs.**

**SUMMARY/BACKGROUND (WHY):** HDR identified two sinkhole locations along Memorial. Additionally, MVWA’s TV tape discoveries identified a section of corrugated metal pipe. Council previously approved moving forward with point repairs at the corresponding locations. Attached is an exhibit to show the point repair location. Also attached is an Opinion of Probable Construction Costs.

**STAFF RECOMMENDATION:** \_\_\_\_\_  
\_\_\_\_\_

=====

**ESTIMATED COST:** \$69,700.00                      **FUNDING SOURCE:** \_\_\_\_\_

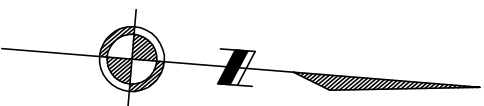
**CURRENT BUDGETED ITEM:** YES ☐ NO ☐    **EMERGENCY REQUEST:** YES ☐ NO ☒

=====

**PREPARED BY:** John Peterson/Grace Moylan

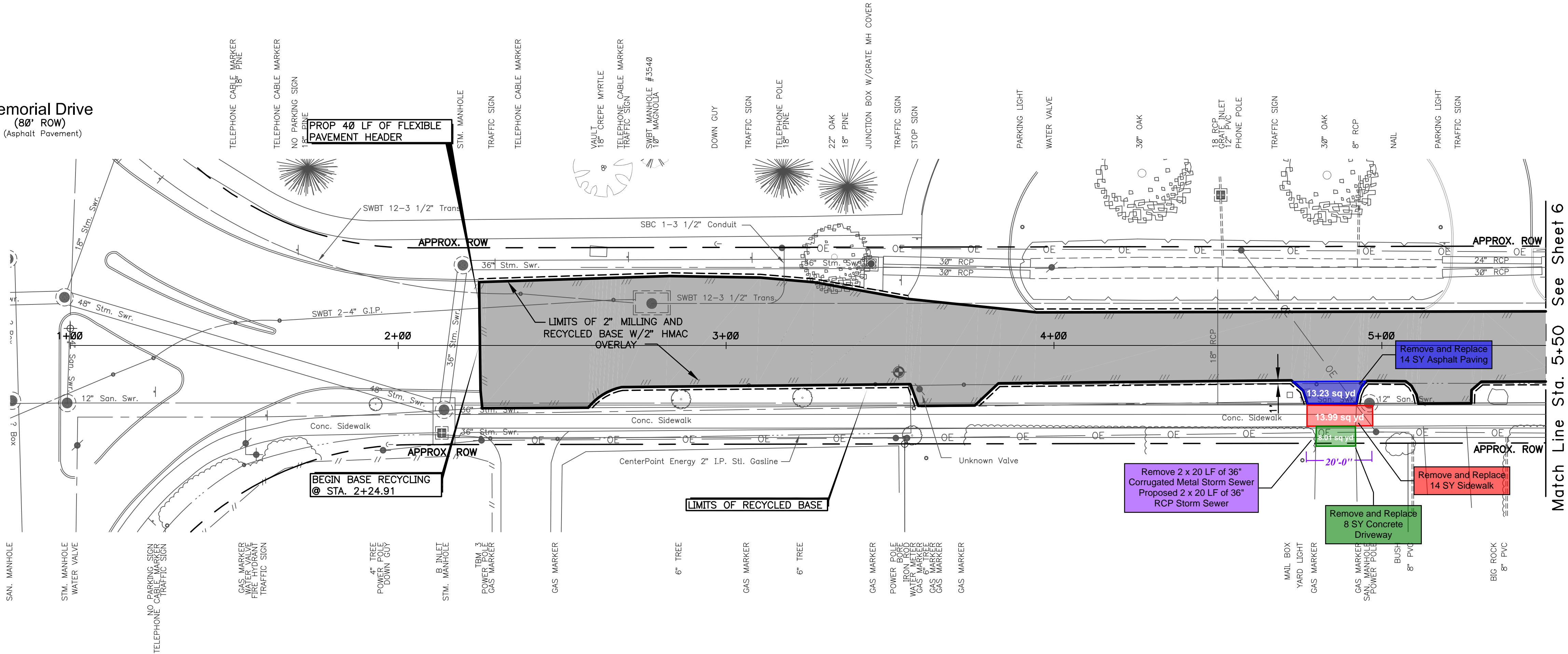
**ATTACHMENTS:** Yes

OPINION OF PROBABLE CONSTRUCTION COST					
Blalock Road Drainage Improvements					
CITY OF PINEY POINT VILLAGE					
NOVEMBER 2024					
ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL AMOUNT
A) GENERAL ITEMS					
1	Traffic Control, including Flagmen, Signs, Barrels, Barricades, Arrow Boards, Maintaining All Weather Access to Traffic, Temporary Transitions from Proposed Pavement to Existing Pavement, Relocating Existing Mailboxes and Traffic Signs, and Temporary Mailboxes, complete in place, the sum of:	L.S.	1	\$ 10,000.00	\$ 10,000.00
2	Tree Protection, complete in place, the sum of:	L.S.	1	\$ 1,000.00	\$ 1,000.00
SUB-TOTAL GENERAL ITEMS					\$ 11,000.00
B) PAVING ITEMS					
3	4-1/2" thick concrete sidewalk, including sawcutting, subgrade, bank sand bedding, reinforcement and joints, complete in place the sum of:	S.Y.	30	\$ 15.00	\$ 450.00
4	6" Concrete Driveway, including sawcutting, curb return, stabilized subgrade, reinforcement and joints, complete in place the sum of:	S.Y.	8	\$ 120.00	\$ 960.00
5	Full depth asphalt point repair, including pavement removal, 8-inches of Type A HMAC (black base), 2-inches of Type D HMAC overlay, and tack coat, complete in place, the sum of:	S.Y.	14	\$ 175.00	\$ 2,450.00
SUB-TOTAL PAVING ITEMS					\$ 1,410.00
C) DRAINAGE ITEMS					
5	Remove and dispose of existing storm sewer, all depths, all sizes, all material types, including excavation and backfill and site restoration, complete in place the sum of:	L.F.	80	\$ 30.00	\$ 2,400.00
6	36" Diameter Reinforced Concrete Pipe, ASTM C76, Class III storm sewer, rubber gasket joints, all depths, cement stabilized sand bedding and backfill, complete in place the sum of:	L.F.	80	\$ 325.00	\$ 26,000.00
7	Proposed reinforced concrete collar, complete in place the sum of:	EA.	6	\$ 750.00	\$ 4,500.00
8	Type 'A' Storm Sewer Inlet, all depths, including ring and cover, cement stabilized sand bedding and backfill, complete in place the sum of:	EA.	1	\$ 6,500.00	\$ 6,500.00
SUB-TOTAL DRAINAGE ITEMS					\$ 39,400.00
SUB-TOTAL GENERAL ITEMS					\$ 11,000.00
SUB-TOTAL PAVING ITEMS					\$ 1,410.00
SUB-TOTAL DRAINAGE ITEMS					\$ 39,400.00
20% CONTINGENCY COST:					\$ 10,362.00
TOTAL OPINION OF PROBABLE CONSTRUCTION COST					\$ 62,172.00
Any opinion of construction costs prepared by HDR is supplied for the general guidance of the Client only. Since HDR has no control over competitive bidding or market conditions, HDR cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.					



**BENCHMARK:**  
SEE SURVEY CONTROL  
MAPS SHEETS 3 AND 4

**Memorial Drive**  
(80' ROW)  
(Asphalt Pavement)



**NOTES:**

- CONTRACTOR TO MILL 2" OF EXISTING ASPHALT OFF OF BLALOCK ROAD (ONLY) PRIOR TO RECYCLING THE BASE.

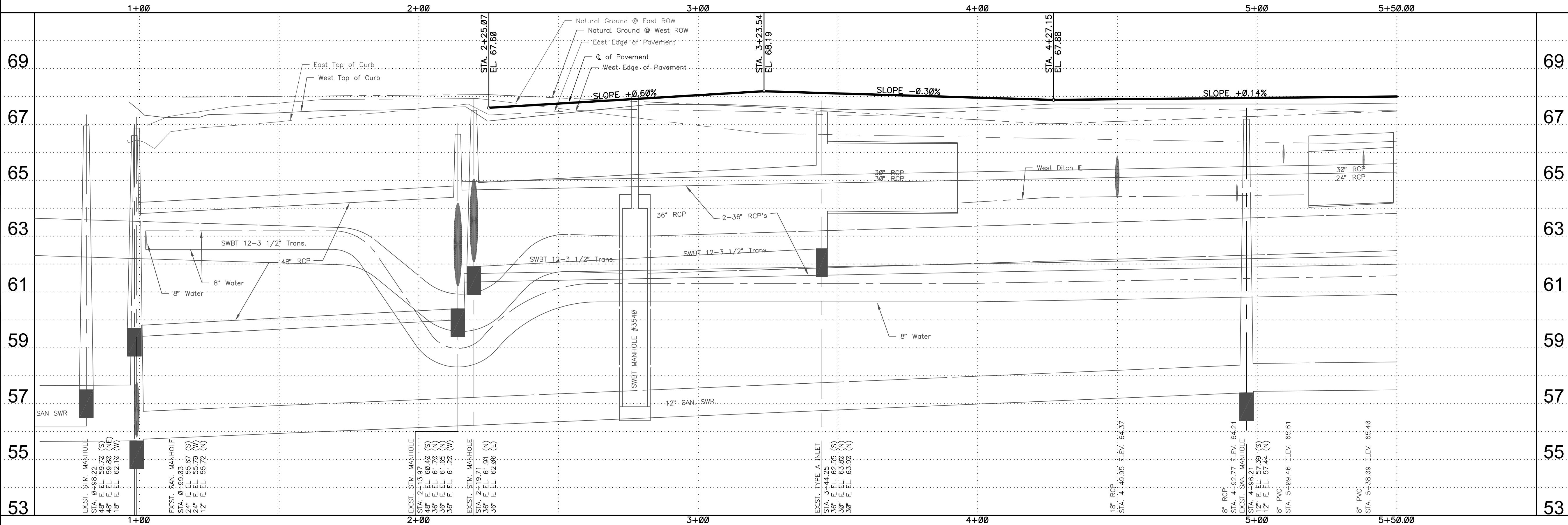
## RECORD DOCUMENT

This Record Document has been prepared based on information provided by others. The Design Professional has not verified the accuracy and / or completeness of this information and shall not be responsible for any errors or omissions which may be incorporated herein as a result.

The Design Engineer for the project is John Peterson P.E. Lic.# 99319, The original sealed design drawings are on file with the City of Piney Point Village @ 7676 Woodway, Suite 300, City of Houston, Texas 77063 and at the office of HDR\Claunch & Miller, 4635 Southwest Frwy. Suite 1000, Houston, Texas 77027

DATE: October, 2010

## BLALOCK ROAD



**PRIVATE UTILITY LINES SHOWN**

AT LEAST 48 HOURS BEFORE EXCAVATING IN STREET R.O.W. OR EASEMENTS CALL THE LONE STAR NOTIFICATION 713-223-4567.

CenterPoint Energy Power Facilities  
(Approved Only for Crossing Underground Ductlines, Unless Otherwise Noted.)  
Valid at Time of Review Only.

SBC Approved for Underground Conduit Facilities Only.  
Signature Valid for One Year.

CenterPoint Energy / Gas Facilities  
(Gas Service Lines are not Shown)

MK.	DESCRIPTION	DATE	DWN.	CHK.

**HDR CLAUNCH & MILLER**  
Engineering Consultants  
4635 Southwest Freeway, Suite 1000 • Houston, Texas 77027  
(713) 622-9264 • Fax (713) 622-9265 • www.claunchmiller.com  
HDR Engineering Inc. Texas Reg. No. 754

City of Piney Point Village, Texas

2008 Paving Improvements

Blalock Road  
Sta. 1+00 to Sta. 5+50

Job No.: 09-019

Date: October, 2009

Dwn By: G.S. Fuller

Chkd By:

Scale:

HORIZ : 1"=20'

VERT : 1"=2'

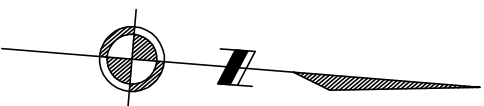
ONE INCH  
IF ABOVE MARK DOES NOT  
MEASURE ONE INCH, THEN  
THIS DWG. NOT TO SCALE

SHEET

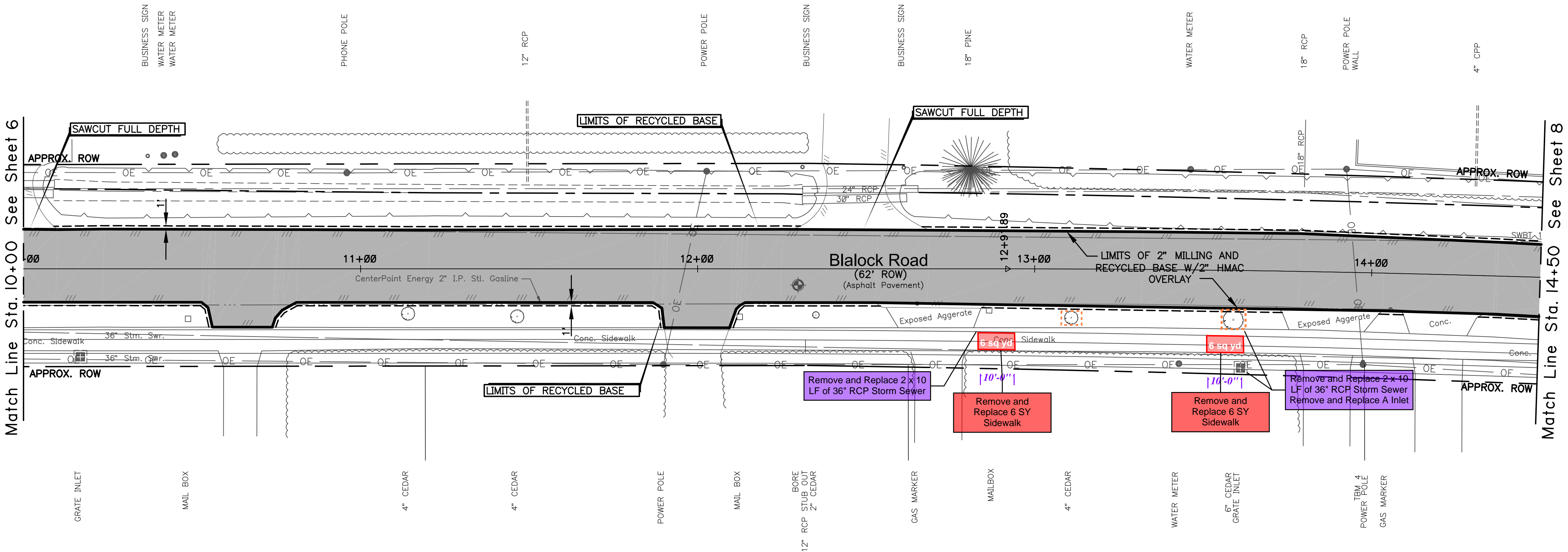
5

OF 39





BENCHMARK:  
SEE SURVEY CONTROL  
MAPS SHEETS 3 AND 4



NOTES:

1. CONTRACTOR TO MILL 2" OF EXISTING ASPHALT OFF OF  
BLALOCK ROAD (ONLY) PRIOR TO RECYCLING THE BASE.

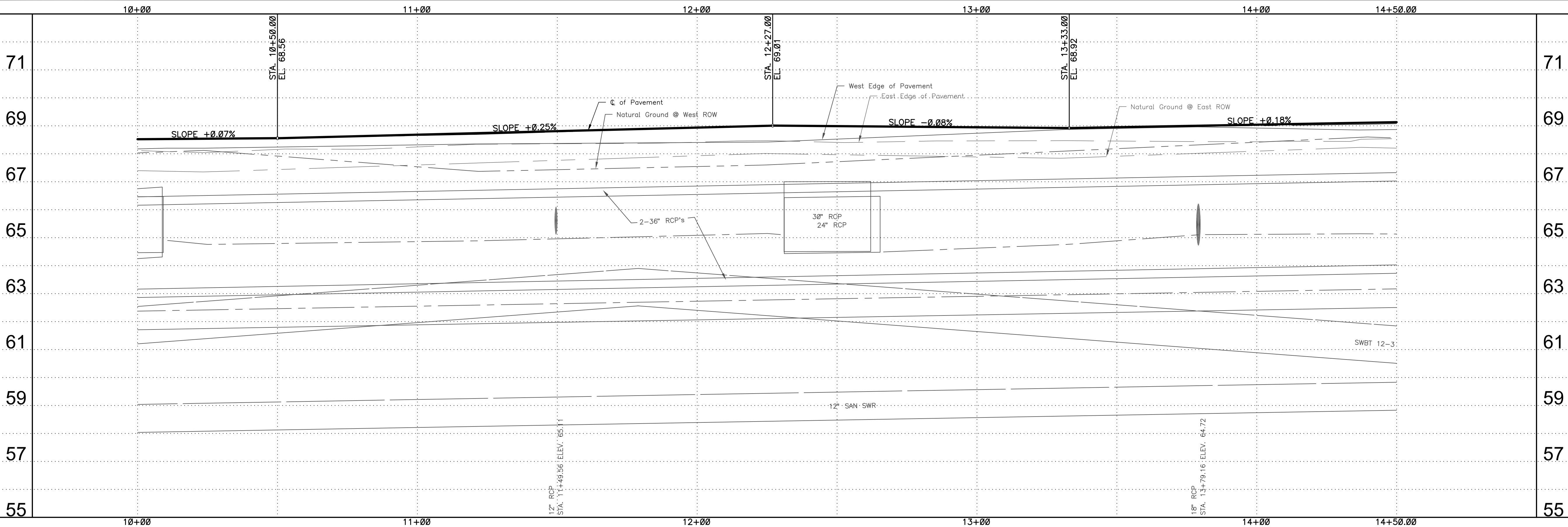
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DATE: October, 2010

BLALOCK ROAD



PRIVATE UTILITY LINES SHOWN  
AT LEAST 48 HOURS BEFORE EXCAVATING IN STREET R.O.W. OR  
EASEMENTS CALL THE LONE STAR NOTIFICATION 713-223-4567.

CenterPoint Energy Power Facilities  
(Approved Only for Crossing Underground Ductlines, Unless Otherwise Noted.)  
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SBC Approved for Underground Conduit Facilities Only.  
Signature Valid for One Year.

CenterPoint Energy / Gas Facilities  
(Gas Service Lines are not Shown)

CHK.	DESCRIPTION	DATE	DWN.	CHK.

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City of Piney Point Village, Texas

2008 Paving Improvements

Blalock Road  
Sta. 10+00 to Sta. 14+50

Job No.: 09-019

Date: October, 2009

Dwn By: G.S. Fuller

Chkd By:

Scale:

HORZ : 1"=20'

VERT : 1"=2'

ONE INCH

IF ABOVE MARK DOES NOT  
MEASURE ONE INCH, THEN  
THIS DWG. NOT TO SCALE

SHEET

7

OF 39

**Council Agenda Item Cover Memo**

**11/18/2024**  
**Date of Meeting**

**To: Mayor and City Council**

**Agenda Item:**

**Discuss and take possible action on quotes received for striping and sign installation along South Piney Point Road.**

**SUMMARY/BACKGROUND (WHY):** Council has expressed interest in improving the safety and visibility along South Piney Point Road through re-striping and installation of radar signs. Attached is an exhibit to show the proposed striping and sign installation along South Piney Point Road. Also attached are quotes received for the proposed improvements for discussion and possible action.

**STAFF RECOMMENDATION:** \_\_\_\_\_  
\_\_\_\_\_

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**ESTIMATED COST:** \_\_\_\_\_ **FUNDING SOURCE:** \_\_\_\_\_

**CURRENT BUDGETED ITEM:** YES \_ NO \_ **EMERGENCY REQUEST:** YES \_\_\_ NO X\_\_\_

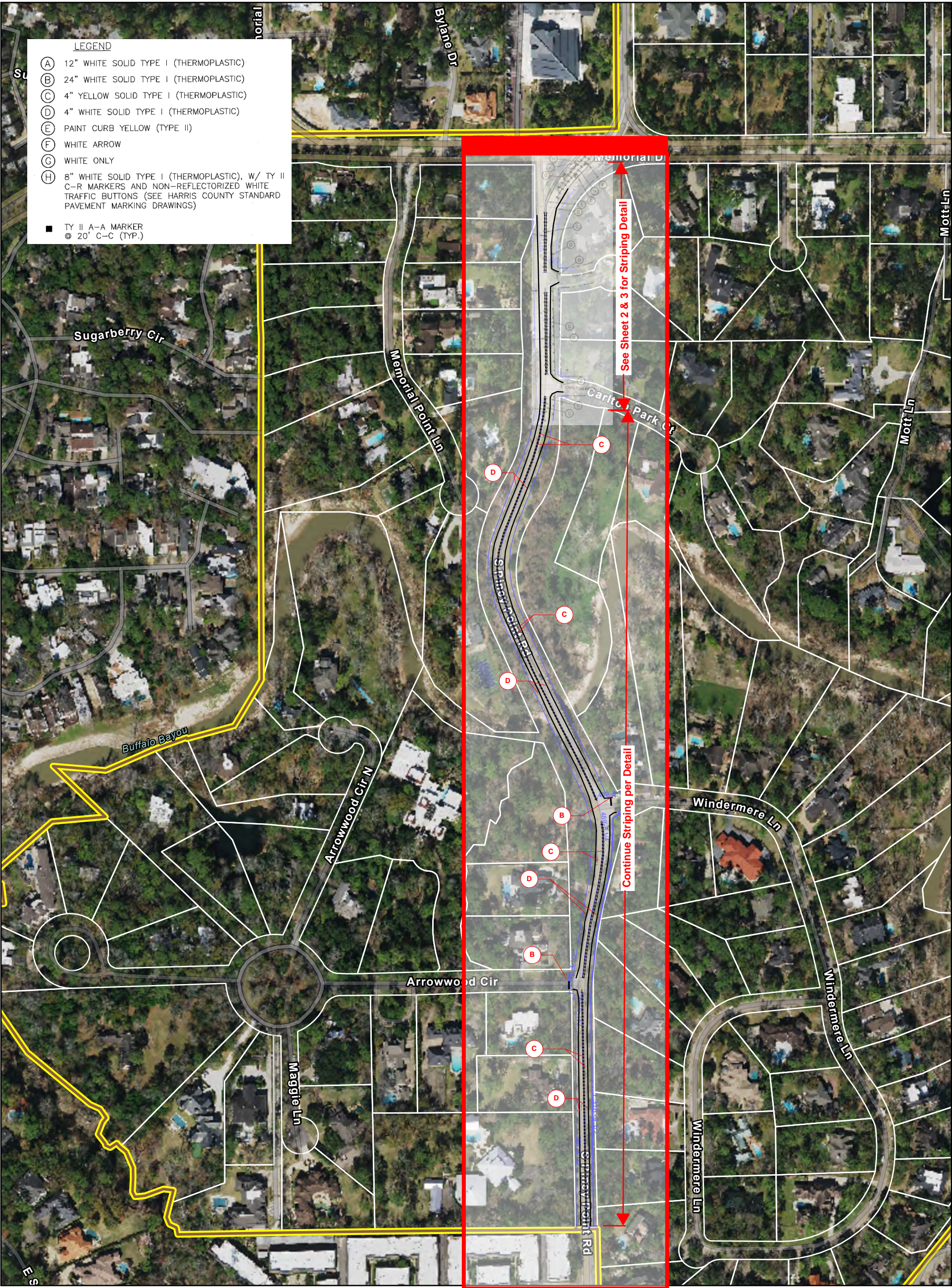
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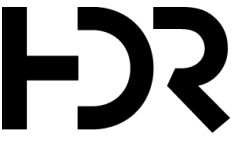
**PREPARED BY:** John Peterson/Grace Moylan

**ATTACHMENTS:** Yes





**South Piney Point Rd.  
(Memorial Dr. to City Limits)**





Don Bar Civil Services

11/13/24

City of Piney Point Village					
South Piney Point Road Improvements					
QUOTE SHEET					
ITEM	EST.		DESCRIPTION OF ITEM AND UNIT PRICES		
NO.	QUAN.	UNIT	(IN WORDS AND NUMERALS)	UNIT PRICE	TOTAL AMOUNT
1	1	L.S	Traffic Control and Regulation throughout the project duration, including Flagmen, Signs, Barrels, Barricades, Message Boards, Arrow Boards, Maintaining All Weather Access to Traffic, complete in place the sum of:	7,500.00	7,500
2	6600	L.F.	Thermoplastic pavement markings, 4" white, including surface preparation and priming, complete in place the sum of:	1.35	8,910.00
3	4100	L.F.	Thermoplastic pavement markings, 4" yellow, including surface preparation and priming, complete in place the sum of:	1.35	5,535.00
4	95	L.F.	Thermoplastic pavement markings, 24" white, including surface preparation and priming, complete in place the sum of:	12.15	1,154.25
5	380	L.F.	8" White Solid Type 1 (Thermoplastic), W/Type 2 C-R Markers and Non-Reflectorized White Traffic Buttons	8.10	3,078.00
6	200	L.F.	Thermoplastic pavement marking, yellow paint along esplanade curb, including surface preparation and priming, complete in place the sum of:	2.10	420.00
7	2	EA.	Thermoplastic pavement markings, ONLY, including surface preparation and priming, complete in place the sum of:	243.00	486.00
8	2	EA.	Thermoplastic pavement markings, arrow, including surface preparation and priming, complete in place the sum of:	243.00	486.00
9	554	EA.	Raised reflective pavement markers, Type II-C-C, complete in place the sum of:	8.10	4,487.40
10	2	EA.	Ordering and Installation of TC-600 Radar Speed Sign from Radarsign	6,500.00	13,000.00
				Total	

44,056.65



# A-1 CONSTRUCTION SERVICES

Concrete • Asphalt Paving & Repair • Demolition • Earthwork • Site Work  
Striping • Signage • Shot Blasting • Parking Accessories • Fencing & Iron Work  
For a full list of Services, please visit our website at [www.A1SP.com](http://www.A1SP.com)

## SERVICE PROPOSAL

November 13, 2024

HDR, Inc.

Gracie Moylan

Property Name: South Piney Point Road Re-Stripe

Property Address: South Piney Point Road

Project / Job #: 24D1103

## STRIPING PROPOSAL

Item #	Item Description	Unit	Qty	Cost	Total
1	Traffic Control	LS	1	\$1,200.00	\$ 1,200.00
2	Thermoplastic pavement markings, 4" white, including surface preparation and priming	LF	6,600	\$ 1.14	\$ 7,524.00
3	Thermoplastic pavement markings, 4" yellow, including surface preparation and priming	LF	4,100	\$ 1.14	\$ 4,674.00
4	Thermoplastic pavement markings, 24" white, including surface preparation and priming	LF	95	\$ 12.00	\$ 1,140.00
5	8" White Solid Type 1 (Thermoplastic), W/Type 2 C-R Markers and Non-Reflectorized White Traffic Buttons	LF	380	\$ 8.40	\$ 3,192.00
6	Thermoplastic pavement marking, yellow paint along esplanade curb, including surface preparation and priming	LF	200	\$ 3.59	\$ 717.60
7	Thermoplastic pavement markings, ONLY, including surface preparation and priming	EA	2	\$ 318.00	\$ 636.00
8	Thermoplastic pavement markings, arrow, including surface preparation and priming	EA	2	\$ 330.00	\$ 660.00
9	Raised reflective pavement markers, Type II-C-C	EA	554	\$ 8.38	\$ 4,640.30
10	TC-600 Radar Speed Sign - MK0023 - RAL #6009 Powder Coating of Post	EA	2	\$5,117.50	\$ 10,235.00
11	Installation of TC-600 Radar Speed Sign	EA	2	\$8,000.00	\$ 16,000.00
Total					\$ 50,618.90

### EXCLUSIONS:

- \*Quantities are estimates only and actual field measurements will determine final payment.
- \*Any additional items not on quote will incur additional charges.
- \*Stripe Lines requires 14 day notice before mobilization.
- \*ITEM #6 IS BID FOR PAINT. THERMOPLASTIC CANNOT BE USED ON A CURB.
- \*Barricades include only Advance Warning Signage and Perimeter Signage per plans.
- Traffic Control is bid for striping only. If Traffic Control is needed for additional operations, pricing will need to be adjusted.
- \*Barricades will be billed on a monthly basis regardless of contract timing until barricades are called for pick up.
- \*Truck Mounted Attenuator Rental: 700 A Day - 2100 A Week - 5200 A Month
- \*Portable Message Board Rental: 115 A Day - 500 A Week - 1400 A Month
- \*Arrow Board Rental: 100 A Week - 300 A Month
- \*Barricades estimate doesn't include arrow board, message board, TMA's, concrete/water barriers, flaggers, police officers.
- \*\$2500 Minimum charge per call-out
- \*Traffic Control must be approved and signed off by project manager or contractor's representative on site.
- \*Above pricing is based on all items being accepted, item deletion may cause pricing to change.

**Contract Amount: \$50,618.00**

(+ 8.25% sales tax or exemption certificate+3<sup>rd</sup> party invoicing and credit card fees. Call for details)

*Matt Davidson*

Project Sales / Estimating  
A-1 Construction Services  
979-665-6106

[mdavidson@a1sp.com](mailto:mdavidson@a1sp.com)

**Striping:** Scope of work does NOT include sweeping (other than minor sweeping of the lines) pressure washing, shot blasting or sand blasting of the paint or pavement unless otherwise noted. Should an area not be available to perform the work due to no fault of A-1, a price of \$1,950 per occurrence will apply to cover mobilization, equipment and manpower costs.

City of Piney Point Village					
South Piney Point Road Improvements					
QUOTE SHEET					
ITEM	EST.		DESCRIPTION OF ITEM AND UNIT PRICES		
NO.	QUAN.	UNIT	(IN WORDS AND NUMERALS)	UNIT PRICE	TOTAL AMOUNT
1	1	L.S	Traffic Control and Regulation throughout the project duration, including Flagmen, Signs, Barrels, Barricades, Message Boards, Arrow Boards, Maintaining All Weather Access to Traffic, complete in place the sum of:	5800	\$5,800.00
2	6600	L.F.	Thermoplastic pavement markings, 4" white, including surface preparation and priming, complete in place the sum of:	2.55	\$16,830.00
3	4100	L.F.	Thermoplastic pavement markings, 4" yellow, including surface preparation and priming, complete in place the sum of:	2.55	\$10,455.00
4	95	L.F.	Thermoplastic pavement markings, 24" white, including surface preparation and priming, complete in place the sum of:	15.00	\$1,425.00
5	380	L.F.	8" White Solid Type 1 (Thermoplastic), W/Type 2 C-R Markers and Non-Reflectorized White Traffic Buttons	10.00	\$3,800.00
6	200	L.F.	Thermoplastic pavement marking, yellow paint along esplanade curb, including surface preparation and priming, complete in place the sum of:	3.00	\$600.00
7	2	EA.	Thermoplastic pavement markings, ONLY, including surface preparation and priming, complete in place the sum of:	225.00	\$450.00
8	2	EA.	Thermoplastic pavement markings, arrow, including surface preparation and priming, complete in place the sum of:	225.00	\$450.00
9	554	EA.	Raised reflective pavement markers, Type II-C-C, complete in place the sum of:	9.00	\$4,986.00
10	2	EA.	Ordering and Installation of TC-600 Radar Speed Sign from Radarsign	6,250.00	\$12,500.00
				Total	57,296.00

## **Council Agenda Item Cover Memo**

**11/18/2024**  
**Date of Meeting**

**To: Mayor and City Council**

**Agenda Item:**

**Discuss and take possible action on the Engineer's Report**

**SUMMARY/BACKGROUND (WHY):** The City has requested that updates to current projects be summarized in an Engineer's Report.

**STAFF RECOMMENDATION:** \_\_\_\_\_

\_\_\_\_\_

=====

**ESTIMATED COST:**   N/A   **FUNDING SOURCE:** \_\_\_\_\_

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

=====

**PREPARED BY:** John Peterson/Grace Moylan

**ATTACHMENTS:** Yes



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

City Council Meeting Date: November 18, 2024

Submit to City: November 14, 2024

**CURRENT PROJECTS:**

**1. 2023 Paving Improvements**

- The 2023 Paving Improvements cover repaving Williamsburg, Innisfree, Tokeneke, and Green Oaks Drive, along with storm sewer replacement at several locations. The bid was awarded to AAA Asphalt for \$609,108 after a 27.6% price reduction. A pre-construction meeting occurred on November 12, 2024, and work is set to start on December 2, with completion projected for April 2025.

**2. Smithdale and North Piney Point Road Improvements - Uretex**

- For the Smithdale and North Piney Point Road Improvements, City Council approved road lifting and stabilization from Innisfree to 100 feet past Smithdale Road, with a Notice to Proceed issued on October 31, 2024. Construction is scheduled from November 21–27 to minimize school traffic disruption during Thanksgiving break.

**3. Chuckanut Drainage & Paving Improvements**

- The Chuckanut Drainage & Paving Improvements project is progressing with 90% design nearing completion. A resident town hall meeting is set for November 19, with the bidding phase planned for January 2025, and construction projected to start in March 2025. The total costs and cost breakdown can be found attached.

**4. School Zone Sign Replacement Project**

- For the School Zone Sign Replacement Project, HDR and the City held a site visit with the contractor on November 8, 2024. Construction began at Kinkaid on November 11 and is expected to last three weeks. ICS, previously approved for sign removal, will start in early December.

**5. Windermere Outfall Repair Project**

- The Windermere Outfall Repair Project is progressing, with HDR and Councilman Dodds having held a meeting with residents at 14 and 15 Windermere Lane. Both residents provided written consent for a survey, and HDR coordinated with Landtech Surveying, receiving an \$18,600 quote to survey from Windermere to the Buffalo Bayou water's edge. The survey began on November 19, 2024, after residents were notified on November 13. Once the survey is complete, HDR will work with Geopier solutions to finalize costs and the project scope.

**6. Harris County Traffic Signals Project – Memorial Drive**

- The Harris County Traffic Signals Project involves replacing signals at Memorial intersections with Blalock, Piney Point, and San Felipe. HDR is closely monitoring Harris County's progress, as they advance toward the 100% design stage.





**7. Soldiers Creek Sub Watershed Feasibility Study Project**

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

**8. MS4**

- The Municipal Separate Storm Sewer System (MS4) update outlines a new five-year plan due by February 11, 2025, following new TCEQ permitting. HDR received approval to proceed with the plan's development.

**9. South Piney Point Road Improvements**

- South Piney Point Road Improvements include additional signage and striping to enhance safety and visibility. HDR has obtained contractor quotes for the work, including striping and the ordering, powder coating, and the installation of the radar signs previously selected. The TC-600 Radar Speed Sign from Radarsign was previously approved during the October Council Meeting for a total cost of \$7,700.00 (\$3,850.00 each).
  - OnPar Civil Services: \$44,056.65
    - Additional Amount to be Approved (Sub Sign Cost): \$36,356.65
  - A1 Construction Services: \$50,618.90
    - Additional Amount to be Approved (Sub Sign Cost): \$42,918.90
  - Infrastructure Construction Services: \$57,296.00
    - Additional Amount to be Approved (Sub Sign Cost): \$49,596

**10. Street Condition Assessment**

- The City requested HDR update the street assessment document last updated in 2018. HDR recommends updating this document every six to eight years to monitor street deterioration and plan for future CIP budgeting. HDR will prepare a proposal to update the Street Assessment in order to have a better understanding of the existing conditions and present at the December Council Meeting.

**11. 412 Chapelwood Drainage Project**

- The 412 Chapelwood Drainage Project will involve televising storm sewer lines from 416 Chapelwood Court to Claymore Road, starting on November 14, 2024. Based on findings, HDR will continue designing drainage improvements, which currently includes a 24-inch reinforced concrete pipe, inlet installation, and a concrete point repair. The probable construction cost estimate is \$27,030, excluding any additional costs from CCTV findings.

**12. Blalock Point Repair**

- Following a site visit for the Blalock Point Repair, HDR identified two sinkholes along Memorial and a section of corrugated metal pipe. The City Council approved point repairs for the location, which will include replacing 80 linear feet of 36-inch storm sewer and associated driveways and sidewalks. The probable construction cost estimate is \$69,700.



#### **FUTURE PROJECTS FOR CONSIDERATION:**

- **Shadow Way Drainage Project**  
A 36-inch reinforced concrete pipe was previously installed as part of the North Piney Point Greenbay system and stubbed-out for future expansion on Shadow Way in 1996. Upgrading the existing system on Shadow Way from an 18" storm sewer to a 36" would increase capacity from 11 cfs to 21 cfs.
- **Improvements to the Taylorcrest and Piney Point Intersection**
- **Piney Point Circle Storm Sewer Cost Share Project (If made public)**

#### **ATTACHMENTS:**

Page 5-6: Shadow Way Drainage Area Map and Previous Plan Set







**TO:** Mayor and City Council

**FROM:** R. Pennington, City Administrator  
M. Rohde, Councilmember  
D. Olson, City Attorney

**MEETING DATE:** November 18, 2024

**SUBJECT:** Consideration and possible action on an ordinance (ORD 2024.11) of the City of Piney Point Village, Texas, amending Chapter 74, Article V. Section 74-281, Permitted signs of the code of ordinances regarding signs on permitted temporary construction fences.

**Item: 5**

**Summary:**

The council has requested a review of signs on permitted temporary construction fences as a proposed or amended ordinance. At the September 26th Planning and Zoning (P&Z) Meeting, Rohde stated that the city regulates the new single-family residential construction buildings, and the ordinance would allow for signage to be placed on temporary construction fences as the permissible standard yard sign would be obstructed from view. The Commission members all agreed.

The proposed amended ordinance includes language under Sec. 74-281(c) stating that, notwithstanding any other provisions, no more than one "For Sale" sign may be attached to a properly permitted temporary construction fence, regardless of its distance from a public or private street.

**Recommendation:**

The Planning and Zoning Commission has recommended that the City Council approve Ordinance 2024.11 regarding signs on permitted temporary construction fences.

**Attachment:**

*Draft Ordinance ORD 2024.11*

## **ORDINANCE NO. 2024.11**

**AN ORDINANCE OF THE CITY OF PINEY POINT VILLAGE, TEXAS, AMENDING PARAGRAPH (1) OF SUBSECTION (c) OF CHAPTER 74, ARTICLE IV. SECTION 74-281 –PERMITTED SIGNS OF THE CODE OF ORDINANCES, REGARDING SIGNS ON PERMITTED TEMPORARY CONSTRUCTION FENCES; REPEALING ALL ORDINANCES AND PART OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION; AND PROVIDING FOR SEVERABILITY..**

\* \* \* \* \*

**WHEREAS**, the zoning regulations and districts established in Chapter 74 of the Code of Ordinances for the City of Piney Point Village, Texas have been made in accordance with a comprehensive plan for the purpose of promoting the health, safety and general welfare of the city and its inhabitants; and

**WHEREAS**, pursuant to Section 74-98 of the Piney Point Village Code of Ordinances, the City Council of the City of Piney Point Village, Texas and the Planning and Zoning Commission of the City of Piney Point Village, Texas have each held a public hearing to consider possible amendments to the Piney Point Village Code of Ordinances; and

**WHEREAS**, pursuant to Section 74-98 of the Piney Point Village Code of Ordinances, the Planning and Zoning Commission of Piney Point Village, Texas submitted its written recommendation to the City Council of the City of Piney Point Village, Texas concerning proposed amendments to Chapter 74, Article V., Section 74-281 –Permitted Signs; and

**WHEREAS**, the City Council of the City of Piney Point Village, Texas, has considered the recommendation of the Planning and Zoning Commission and has concluded that amendments should be made to Chapter 74, Article V., Section 74-281 –Permitted Signs, of the Piney Point Village Code of Ordinances relating to relating to the placement of signs on permitted temporary construction fences.

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

**Section 1.** The recitals set forth above are found to be true and correct and are adopted as the findings of fact of the City.

**Section 2.** Chapter 74, Article V., Section 74-281 –Permitted Signs of the Code of Ordinances of the City of Piney Point Village, Texas is hereby amended to read as set out in Exhibit A, attached hereto. All other portions of the Piney Point Village Code of Ordinances not specifically amended hereby remain in full force and effect.

**Section 3.** All other portions of the Piney Point Village Code of Ordinances not specifically amended hereby remain in full force and effect.



**Section 4.** All ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of the conflict only.

**Section 5.** Any person who shall intentionally, knowingly, recklessly, or with criminal negligence violates any provision of this chapter 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 6.** In the event any 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 such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**PASSED, APPROVED, AND RESOLVED this 18 day of November 2024.**

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Aliza Dutt  
Mayor

Attest:

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Robert Pennington  
City Administrator / City Secretary

## ORDINANCE NO. 2024.11

### EXHIBIT A

#### Chapter 74 Article V.

#### Section 74-281 –Permitted Signs

##### Sec. 74-281. Permitted signs.

- (a) *Institutional signs.* Signs on land used for church, school or other permitted institutional uses shall be permitted only as provided below:
  - (1) Within a required front yard:
    - a. Not more than one ground sign having a total sign face area not exceeding 60 square feet, and not exceeding five feet in height above the adjacent grade; and
    - b. Not more than two ground signs having a total sign face area not exceeding 16 square feet, and not exceeding five feet in height above the adjacent grade.
  - (2) Within a side or a rear yard adjacent to a street having a driveway connection, not more than one ground sign having a total sign face area not exceeding 16 square feet, and not exceeding five feet in height above the adjacent grade.
- (b) *Subdivision signs.* Not more than one ground sign identifying a subdivision if the sign does not exceed 16 square feet in sign face area, is of subdued design and color, is not over three feet in height above the average level of the ground in the general vicinity, contains only the name of the subdivision in which it is located, does not impede traffic visibility or constitute a traffic hazard, is maintained in good condition by the residents of the subdivision to which it applies, is located within the subdivision to which it applies, and otherwise complies with all regulations established herein, is permitted.
- (c) *Lot signs.*
  - (1) Not more than one portable, double-face "For Sale" sign may be erected and maintained on a lot or tract of land, which sign may contain, in addition to the words "For Sale" or "For Lease," only a telephone number and, if the property owner is represented by a real estate agent or broker, the word "Agent" or "Broker" and the agent's or broker's license number. If the owner is also a real estate agent or broker, the words "Owner-Broker" or "Owner-Agent" may also be included. In addition, the sign structure for a "For Sale" sign shall have a steel, metal or wrought iron support, painted either dark green or black, and the sign face shall be white with dark green lettering. The sign face of a "For Sale" sign shall not exceed two square feet, and the sign, including any part of the sign structure, shall not exceed three feet in height. Lettering or numerals on any such sign shall not exceed two inches in height. No "For Sale" sign authorized by this subsection shall be located upon or within 20 feet of any public or private street or public or private roadway right-of-way. Notwithstanding, not more than one "For Sale" sign permissible under this section may be affixed to a properly permitted temporary construction fence, regardless of distance from a public or private street.

- (2) In lieu of a portable "For Sale" sign as hereinabove described, a lot owner may place not more than one window sign not exceeding four square feet in sign area; however, no window sign erected in lieu of a portable "For Sale" sign shall contain any message not otherwise allowed for a portable "For Sale" sign, nor contain letters or numerals which exceed four inches in height.

**TO:** Mayor and City Council

**FROM:** R. Pennington, City Administrator  
M. Rohde, Councilmember  
D. Olson, City Attorney

**MEETING DATE:** November 18, 2024

**SUBJECT:** Consideration and possible action on an ordinance (ORD 2024.11-A) of the City of Piney Point Village, Texas, amending Chapter 74, Article IV, of the code of ordinances by creating a new subsection under section 74-245 Supplementary district regulations regarding the orientation of a building.

**Item: 6**

**Summary:**

The council has requested a review of Building Orientation as a proposed or amended ordinance. Currently, Planning and Zoning (P&Z) regulations do not specify the direction a house must face on a lot. While minimum front, side, and rear yard setbacks can impact where a house is positioned, they can also influence its orientation. There have been instances where new constructions have altered the direction of a house from its original street address.

The Planning and Zoning Commission submitted a written recommendation to the City Council regarding the proposed amendment. The ordinance specifically relates to the orientation of buildings within the city.

This ordinance stipulates that for any primary structure located on a corner lot (a property that borders multiple streets), the design and construction must ensure that the main facade, or the facade that appears to be the front, faces the street designated as the lot's front yard. This primary facade should be characterized by prominent architectural detailing and must include the main entrance to the building.

**Recommendation:**

The Planning and Zoning Commission has recommended that the City Council approve Ordinance 2024.11-A, which establishes regulations for building orientation.

**Attachment:**

*Draft Ordinance ORD 2024.11-A*

**ORDINANCE NO. 2024.11-A**

**AN ORDINANCE OF THE CITY OF PINEY POINT VILLAGE, TEXAS,  
AMENDING CHAPTER 74, ARTICLE IV. OF THE CODE OF  
ORDINANCES BY CREATING A NEW SUBSECTION (m) UNDER  
SECTION 74-245 – SUPPLEMENTARY DISTRICT REGULATIONS  
REGARDING THE ORIENTATION OF A BUILDING.**

\* \* \* \* \*

**WHEREAS**, the zoning regulations and districts established in Chapter 74 of the Code of Ordinances for the City of Piney Point Village, Texas have been made in accordance with a comprehensive plan for the purpose of promoting the health, safety and general welfare of the city and its inhabitants; and

**WHEREAS**, pursuant to Section 74-98 of the Piney Point Village Code of Ordinances, the City Council of the City of Piney Point Village, Texas and the Planning and Zoning Commission of the City of Piney Point Village, Texas have each held a public hearing to consider possible amendments to the Piney Point Village Code of Ordinances; and

**WHEREAS**, pursuant to Section 74-98 of the Piney Point Village Code of Ordinances, the Planning and Zoning Commission of Piney Point Village, Texas submitted its written recommendation to the City Council of the City of Piney Point Village, Texas concerning proposed amendments to Chapter 74, Article IV., Section 74-245 -Supplemental District Regulations relating to the orientation of a building; and

**WHEREAS**, the City Council of the City of Piney Point Village, Texas, has considered the recommendation of the Planning and Zoning Commission and has concluded that amendments should be made to Chapter 74, Article IV., Section 74-245 -Supplemental District Regulations, of the Piney Point Village Code of Ordinances relating to relating to the orientation of a building;

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

**Section 1.** The recitals set forth above are found to be true and correct and are adopted as the findings of fact of the City.

**Section 2.** Chapter 74, Article IV., Section 74-245 -Supplemental District Regulations of the Code of Ordinances of the City of Piney Point Village, Texas is hereby amended by adding **Subsection (m) *Building Orientation*** to read as set out in Exhibit A, attached hereto.

**Section 3.** All other portions of the Piney Point Village Code of Ordinances not specifically amended hereby remain in full force and effect.

**Section 4.** All ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of the conflict only.

**Section 5.** Any person who shall intentionally, knowingly, recklessly, or with criminal negligence violates any provision of this chapter 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 6.** In the event any 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 such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**PASSED, APPROVED, AND RESOLVED this 18 day of November 2024.**

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Aliza Dutt  
Mayor

Attest:

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Robert Pennington  
City Administrator / City Secretary



**ORDINANCE NO. 2024.11-A**

**EXHIBIT A**

**Chapter 74**  
**Article IV.**

**Section 74-245(m) –Supplementary District Regulations**

- (m) *Building orientation.* Each main building on a lot that is adjacent to more than one street (i.e., corner lot) shall be designed and constructed so that the building front, or apparent building front, is oriented toward the street adjacent to the front yard of the lot upon which such main building is located. The building front, or apparent building front, is that building side where the greatest amount of architectural detail is emphasized, and the primary entrance is located.

**TO:** Mayor and City Council

**FROM:** R. Pennington, City Administrator  
M. Rohde, Councilmember  
D. Olson, City Attorney

**MEETING DATE:** November 18, 2024

**SUBJECT:** Consideration and possible action on an ordinance (ORD 2024.11-B) of the City of Piney Point Village, Texas, amending Chapter 74, Article I. Section 74.1 Definitions, and Chapter 74, Article IV., Sections 74-244 (b) Height Regulations, and 74-245 (d) Outdoor lighting.

**Item: 7**

**Summary:**

The council has requested a review of outdoor lighting as a proposed or amended ordinance. Revised changes reviewed and recommended by Planning and Zoning to include language that defines and regulates the following:

- Luminaires over 1800 lumens and flood/spotlights over 900 lumens must not emit direct light above horizontal planes.
- Outdoor lights on vegetation are exempt from height limits if they don't cause light trespass or glare.
- All outdoor lighting must be oriented to avoid glare on neighboring properties.
- Compliance inspections may occur due to citizen complaints or city initiatives.
- Violations are determined through visual inspection or light meter readings at property lines.
- Seasonal decorations are allowed from November 10 to January 30, with glare and operating hour restrictions.
- Nonresidential recreational facilities must adhere to provisions for Institutional Uses and Special Use Permits.

The Planning and Zoning Commission submitted a recommendation to the City Council regarding the proposed amendment. The ordinance aims to reduce light pollution, prevent disturbances to neighboring properties, and establish clearer guidelines for outdoor lighting installation and operation.

**Recommendation:**

The Planning and Zoning Commission has recommended that the City Council approve Ordinance 2024.11-B, which establishes regulations for outdoor lighting.

**Attachment:**

*Draft Ordinance ORD 2024.11-B*

**ORDINANCE NO. 2024.11-B**

**AN ORDINANCE OF THE CITY OF PINEY POINT VILLAGE, TEXAS, AMENDING CHAPTER 74, ARTICLE I. SECTION 74-1 –DEFINITIONS BY ADDING NEW DEFINITIONS FOR TERMS RELATED TO OUTDOOR LIGHTING AND REMOVING THE DEFINITION OF YARD LIGHT; BY REVISING PARAGRAPH (4) OF SECTION 74-244(b) – HEIGHT REGULATIONS; BY REVISING SECTION 74-245(d) – OUTDOOR LIGHTING; REPEALING ALL ORDINANCES AND PART OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION; AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

**WHEREAS**, the zoning regulations and districts established in Chapter 74 of the Code of Ordinances have been made in accordance with a comprehensive plan for the purpose of promoting the health, safety and general welfare of the city and its inhabitants; and

**WHEREAS**, pursuant to Section 74-98 of the Piney Point Village Code of Ordinances, the City Council of the City of Piney Point Village, Texas and the Planning and Zoning Commission of the City of Piney Point Village, Texas have each held a public hearing to consider possible amendments to the Piney Point Village Code of Ordinances; and

**WHEREAS**, pursuant to Section 74-98 of the Piney Point Village Code of Ordinances, the Planning and Zoning Commission of Piney Point Village, Texas submitted its written recommendation to the City Council of the City of Piney Point Village, Texas concerning proposed amendments to Chapter 74, Article IV., Section 74-1 –Definitions, and Chapter 74, Article IV., Sections 74-244(b) –Height Regulations, and 74-245(d) –Outdoor Lighting, of the Piney Point Village Code of Ordinances relating to relating to outdoor lighting; and

**WHEREAS**, pursuant to Section 74-98 of the Piney Point Village Code of Ordinances, the City Council of the City of Piney Point Village, Texas has considered the recommendation of the Planning and Zoning Commission, concerning the proposed amendments to Chapter 74, Article IV., Section 74-1 –Definitions, and Chapter 74, Article IV., Sections 74-244(b) –Height Regulations, and 74-245(d) –Outdoor Lighting, of the Piney Point Village Code of Ordinances relating to relating to outdoor lighting; and

**WHEREAS**, the City Council of the City of Piney Point Village, Texas, has considered the recommendation of the Planning and Zoning Commission and has concluded that amendments should be made to Chapter 74, Article IV., Section 74-1 –Definitions, and Chapter 74, Article IV., Sections 74-244(b) –Height Regulations, and 74-245(d) –Outdoor Lighting, of the Piney Point Village Code of Ordinances relating to relating to outdoor lighting;

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

**Section 1.** The recitals set forth above are found to be true and correct and are adopted as the findings of fact of the City.

**Section 2.** Chapter 74, Article IV., Section 74-1 –Definitions, and Chapter 74, Article IV., Sections 74-244(b) –Height Regulations, and 74-245(d) –Outdoor Lighting, of the Piney Point Village Code of Ordinances relating to relating to outdoor lighting of the Code of Ordinances of the City of Piney Point Village, Texas is hereby amended to read as set out in Exhibit A, attached hereto. All other portions of the Piney Point Village Code of Ordinances not specifically amended hereby remain in full force and effect.

**Section 3.** All other portions of the Piney Point Village Code of Ordinances not specifically amended hereby remain in full force and effect.

**Section 4.** All ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of the conflict only.

**Section 5.** Any person who shall intentionally, knowingly, recklessly, or with criminal negligence violates any provision of this chapter 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 6.** In the event any 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 such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**PASSED, APPROVED, AND RESOLVED this 18 day of November 2024.**

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Aliza Dutt  
Mayor

Attest:

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Robert Pennington  
City Administrator / City Secretary

## ORDINANCE NO. 2024.11-B

### EXHIBIT A

#### Chapter 74 Article I.

#### Section 74-1 –Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. The term "used for" shall include the meaning of the terms "designed for" or "intended for." The word "shall" is mandatory, not directive.

*Accessory building, church*, means any building not more than 35 feet in height that is auxiliary or incidental to or utilized in connection with the maintenance or operation of a church, and that is used for purposes otherwise within the definition of an accessory use, including, without limitation, buildings for religious instruction and/or administrative purposes, chapel buildings, recreational buildings and cafeteria buildings, but shall not include dormitories of any kind for any purpose; however, any such accessory building shall be located on the same tract as the main building or sanctuary.

*Accessory building, residential* means a detached subordinate building, that is not used for business, commercial or industrial purposes; which building is not rented; the use of the building is clearly an accessory use and such use is only incidental to that of the principal or main residential building and to the use of the land for residential purposes, provided that such accessory building is located on the same lot or tract as the principal or main residential building, and provided further that no portion of the structure comprising the accessory building may be connected to any portion of the structure comprising any part of the main or principal residential building other than a covered walkway not exceeding four feet in width. Provided further, any building or projection thereof located within five feet of the principal or main building or any projection thereof other than a covered walkway not exceeding four feet in width shall be deemed to constitute a portion of such principal or main building. An accessory building may not contain any kitchen facilities (which term shall include, without limitation, dishwashers and cooking facilities such as stoves, ovens, cooktops and barbeque pits) unless such kitchen facilities are open-air facilities. As used herein, "open air facilities" means that (a) any walls or other enclosures surrounding the facilities shall not cover or otherwise obstruct more than 270 degrees of a horizontal cross section surrounding the facility or facilities (as measured from a point directly in front of each kitchen facility), and (b) the remaining 90 degrees shall have an unobstructed floor to ceiling view and access to the outdoors.

*Accessory building, school*, means any building not more than 35 feet in height that is auxiliary or incidental to or used in connection with the maintenance and operation of a school and that is used for purposes otherwise within the definition of an accessory use, including without limitation school buildings, buildings for administrative purposes, recreational buildings, auditorium buildings, and cafeteria buildings, but shall not include dormitories of any kind for any purpose; however, any such building shall be located on the same tract as the main building of such school.

*Accessory use* means a subordinate use customarily incident to and located on the same lot occupied by the main building or use.

*Building* means any structure designed or built for the support, enclosure, shelter or protection of persons, animals, chattels or property of any kind.

*Building area* means the maximum portion of a lot over which structures may be constructed.

*Building, height of*, means the vertical distance from the average finished grade of the lot within the main building area to the highest point of the structure.

*Building line* means a line parallel or approximately parallel to the street line and beyond which buildings or structures may not be erected.

*Church* means a building and facilities used for the assembly of people for religious worship, instruction and recreation.

*Customary home occupation* means any occupation, not involving the conduct of a business, customarily carried on in a single-family dwelling as an incidental but not the principal use thereof by a member of the occupant's family residing on the premises, without the help of any assistant or employee; without structural alterations in the building or any of its rooms; without the installation of any machinery or equipment other than that customary to normal household operations; without the use of any sign, display or advertisement of the occupation or the telephone number of the same, person conducting the same, or of the occupant; and which occupation does not include the care of children not belonging to the family, a beauty school, parlor or shop, a doctor's or dentist's office for the treatment of patients, a barbershop, carpenter's shop, electrician's shop, shoeshop, plumber's shop, radio shop, tinner's shop, auto repairing, auto painting, furniture repairing, sign painting, or real estate office, but not limited to those so enumerated; and which occupation is not detrimental or injurious to adjoining properties; and which occupation does not involve the conduct of a school or office; and which occupation does not include the keeping, stabling, pasturing, boarding, or caring for any horse, cattle, dog, cat or other animal belonging to persons other than the occupants of the main building.

*Dwelling* means any building or portion thereof that is designed for or used for residential purposes.

*Dwelling, single-family*, means a permanent building designed for and occupied exclusively by one family, but not including any form of temporary or permanent mobile home, trailer or other vehicle, whether on wheels or not.

*80% fence* shall mean a fence constructed in such a manner that any portion of the fence that exceeds three feet in height contains at least 80 percent unobstructed, open views, comprised of uniformly spaced seven-foot see-through sections, separated by visually solid columns (maximum of two feet in width), and supports for such fence are of visually solid construction uniformly spaced, and such fence contains no wire or chain-link portions.

*Family* means one or more persons related by blood, adoption or marriage, living together as a single housekeeping unit, exclusive of household servants. A number of persons not exceeding two, living together as a single housekeeping unit though not related by blood, adoption or marriage, shall be deemed to constitute a family.

*Footcandle* shall mean the empirical unit of measurement expressing the quality of light received on a surface. One footcandle is the illuminance produced by a candle on a surface one square foot from a distance of one foot.

*Garage or carport* means an accessory building or part of a main building used or designed for private storage only of motor-driven vehicles used by the occupants of the building to which it is accessory.

*Glare* shall mean emitted light of such intensity or brightness, directly or indirectly, upon any lot, tract or parcel of land other than that upon which the lighting is situated, that annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the city.

*Lot* means a parcel of land occupied or intended for occupancy by a use permitted in this chapter, including one main building together with its accessory buildings, the open spaces and parking spaces required by this chapter, and having its principal frontage upon a public street or upon a lawfully existing private street.

(1) *Lot, depth of*, means the mean horizontal distance between the front and rear lot lines.

(2) *Lot, width of*, means the mean horizontal distance between the side lot lines.

*Lamp* means an individual source of light other than a celestial object or fire. The term “lamp” includes, but is not limited to, bulbs, tubes, and modules. For purposes of this chapter, multiple light-emitting diodes (LEDs) or organic LEDs (OLEDs) within a self-contained bulb, tube or module are considered a single lamp.

*Lighting* shall mean any electric, manmade or artificial lighting equipment.

*Light trespass* shall mean light that falls beyond the property on which it is situated and is intended to illuminate. For purposes of this chapter, it is presumed that lighting is not intended to illuminate beyond the property line of the property on which the lighting is located, and that light emitted from a luminaire is presumed to fall beyond the property line if the lamp is visible, either directly or indirectly by reflection or otherwise, from beyond the property line.

*Lot line* shall mean any exterior boundary line of a lot as shown on a subdivision plat, if approved by the applicable governmental authority having jurisdiction, or any exterior boundary line of an unplatted lot.

*Luminaire* means the complete lighting unit or fixture, consisting of one or more lamps.

*Nonconforming use, building or yard* means a use, building or yard existing legally on June 25, 1984, that by reason of design or use, does not conform with the regulations of the district in which it is situated.

*Recreational vehicle* shall mean and include any one or more of the following:

- (1) Any motor vehicle, as that term is defined in chapter 541, Texas Transportation Code, as amended, that is designed for or used as a camper, motor home, travel trailer, bus, or other similar purpose; or
- (2) Any trailer, as that term is defined in chapter 541, Texas Transportation Code, as amended, that is designed for or used as a tent trailer, utility trailer, house trailer, vacation trailer, animal trailer, boat trailer, horse trailer, vehicle trailer or other similar purpose; or
- (3) Any boat, jet ski or other item of similar purpose.

*Outdoor lighting* shall mean any lighting installed within the property line located or mounted outdoors, or any light source, that directly or indirectly casts or projects glare outdoors, whether attached to poles, building structures, the earth, or any other location.



*Person or owner* shall mean any person, firm, association, or organization that owns or has possession or control of real property within the City of Piney Point Village, Texas.

*School* shall mean an institution for the instruction of students in general education.

*Sign* means any structure, part thereof, or device or inscription located upon, attached to or painted or represented on any land, or on the outside of any building or structure, or on an awning, canopy, marquee or similar appendage, or permanently affixed to the glass of a window or door, so as to be seen from the outside of the building or structure, and that displays or includes any numeral, letter, word, model, banner, emblem, insignia, symbol, device, monogram, heraldry, trademark, light, or other representation used as or in the nature of an announcement, advertisement, attention arrester, direction, warning or designation of any person, place, commodity, product, service, business, profession, enterprise, industry, activity or any combination thereof. Where the word "sign" is used in this chapter without further modification, the word shall be understood to embrace all regulated signs and replicas.

*Stable* means an accessory building to a single-family use in which not more than one horse, mule, head of cattle or other domestic animal per acre or major fraction thereof of the premises where the stable is situated, is kept for the private use of the occupants of the main building on such premises and not for hire, remuneration or sale.

*Street* means a public or private thoroughfare that affords the principal means of access to abutting property.

*Street line* means the right-of-way line of a street.

*Structure* shall mean anything constructed or erected that requires location on the ground, or is attached to something having a location on the ground, including but not limited to signs, fences, walls, water fountains, ponds, air-conditioning/heating equipment, swimming pool motors and filters, gazebos, tennis/sports courts, driveways, walkways, poles, and buildings, whether of a temporary or permanent nature.

*Structural alterations* means any change in the supporting members of a structure, such as but not limited to bearing walls, rafters, joists, columns, beams, girders or poles; or any substantial change in the walls, roof or floors; or any change in the arrangement of rooms; or any addition or alteration to any structure.

*Yard* means an open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, other than as specifically permitted by this chapter.

- (1) *Yard, front*, means a yard extending across the front of a lot between the side lot lines and being the horizontal distance between the street line providing access to such lot and the main building other than the usual uncovered steps, sidewalks and driveways.
- (2) *Yard, rear*, means a yard extending across the rear of a lot between the side lot lines and being the horizontal distance between the rear lot line and the main building other than the usual uncovered balconies or uncovered patios. On all lots the rear yard shall be in the rear of the front yard.
- (3) *Yard, side*, means a yard between the main building and the adjacent side line of the lot and extending from the required front yard to the required rear yard, and being the horizontal distance between an adjacent side lot line and the side of the main building.

- (4) *Yard, required*, means the minimum yard area of the lot necessary to comply with the terms of this chapter.

#### **Article IV.**

#### **Section 74-244 –Regulations**

##### **Subsection 74-244(b) –Height Regulations**

- (b) *Height regulations*. Except as provided immediately below, or specifically permitted otherwise in this chapter.
- (1) *Building or structure*. No building or structure, or any part thereof, shall exceed 35 feet in height above the natural grade of the existing lot (i.e., the grade at center of proposed building footprint after the lot has been cleared and before any other construction has begun); provided however, if the city requires that the base elevation of the first floor of any building or structure be raised above the natural grade in order to be in compliance with the city's flood prevention ordinance or other applicable city Code provision, then the height restriction provided for in this paragraph shall be measured from the base of the first floor. Chimneys and antennas shall be allowed not more than ten feet above the building.
  - (2) *Accessory building or structure in required yard*. No part of any accessory building or structure that is erected in any yard as required by subsection (c) shall:
    - a. Exceed 20 feet in height above the adjacent natural grade, except for chimneys (the width of which shall not exceed six feet and the horizontal cross section of which shall not exceed 16 square feet), ordinary plumbing stacks, or antennas, which are not to exceed ten feet above the building;
    - b. Contain more than one story; or
    - c. Contain any part (other than chimneys, ordinary plumbing stacks, or antennas) which is higher than an imaginary line rising from a point beginning at ten feet high, ten feet from the property line and rising seven feet for each additional 12 feet from the property line.
  - (3) *Accessory building, church and school*. No accessory building or structure, or any part thereof, shall exceed 35 feet in height.
  - (4) *Outdoor lights*. Outdoor lights attached to vegetation are permitted without height limitation within any required yard; however, no light, if installed on any pole or other structure, shall exceed 25 feet in height. Gas or electric lights not exceeding eight feet in height are permitted in a required front yard.
  - (5) *Fences*. As permitted in this section.

## **Article IV.**

### **Section 74-245 –Supplementary District Regulations**

#### **Subsection 74-245(d) –Outdoor Lighting**

##### **(d) *Outdoor lighting.***

- (1) *Permit required.* A person must apply for and obtain a permit from the city, and pay any applicable fee, prior to the installation of any outdoor lighting associated with new residential construction or construction on existing property that exceeds fifty (50) percent of the value on the improvements of the lot. The city building official shall provide additional regulations for permittees to ensure compliance with applicable standards and codes.
- (2) *Control of glare.*

  - a. Any luminaire with a lamp or lamps rated at a total of more than 1800 lumens, and all flood or spot luminaires with a lamp or lamps rated at a total of more than 900 lumens, shall not emit any direct light above a horizontal plane through the lowest direct-light-emitting part of the luminaire.
  - b. Any luminaire with a lamp or lamps rated at a total of 1800 lumens, and all flood or spot luminaires with a lamp or lamps rated at a total of more than 900 lumens, shall be mounted at a height equal to or less than the value of  $3 + (D/3)$ , where D is the distance in feet to the nearest property boundary. The maximum height of the luminaire may not exceed 25 feet; notwithstanding, outdoor lights attached to vegetation are permitted without height limitation if such luminaires do not cause light trespass or project a glare outside the property boundaries.
- (3) *Prohibitions.*

  - a. It shall be unlawful for any person to cause or permit to be energized on property under his possession or control, or to maintain, any outdoor lighting that projects or is capable of projecting a glare, directly or indirectly, upon any lot, tract, or parcel of land, including streets, other than that property upon which the outdoor lighting is situated, that annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the city.
  - b. It shall be unlawful for any person to cause light trespass or permit light trespass to be caused by lighting on property under his possession or control.
  - c. All outdoor lighting shall be installed, oriented, regulated, operated, and maintained by the owner or person in control thereof in such a manner that the beam of any such light shall be aimed within the property boundaries, so that such outdoor lighting will not create glare upon any lot, tract, or parcel of land, including streets, other than that property upon which it is situated, and so that such outdoor lighting will not cause or permit any illumination from the lighting in excess of one-half (0.5) footcandles measured in the vertical plane at five feet or higher above ground at any point beyond the boundary of the lot, parcel or tract of land upon which the light emanates. Any luminaire in violation of this article shall be entirely removed or permanently altered in such fashion so to prevent the possibility of future violation.

- d. It shall be unlawful for any person to cause or permit to be energized any light which is attached to a pole, standard or other facility or structure located upon or within a public roadway right-of-way or public street easement; provided, however, nothing contained in this subsection shall prevent the city from erecting street lighting or other lighting deemed necessary or appropriate for vehicular and pedestrian safety.

(4) *Enforcement.*

- a. Upon receipt of a complaint from any citizen, or upon the initiative of any City employee, a compliance inspection shall be conducted by the city administrator, city building official or other representatives designated by the city council.
- b. Compliance inspections shall be made during nighttime hours and violations will be determined by:
  - i. Visual inspection from the property line of any lights that are directly visible from the property line or indirectly visible due to reflection; or
  - ii. Readings from a sensitive light meter measured at the property line at five feet or higher above ground.

(5) *Exceptions.*

- a. The provisions of this article shall not apply to outdoor lighting operated by or under the direction of the city (for example, street lighting), or emergency lighting used by or at the direction of police, firefighting, or medical personnel.
- b. Seasonal decorations using typical unshielded low-wattage incandescent lamps shall be permitted from November 10 through January 30; notwithstanding, if such seasonal decorative lighting emits glare as defined herein, such lights shall be turned off no later than 11:00 p.m. each night, and remain off until at least sunrise of the following day.
- c. The lighting of United States and State of Texas flags are exempt from the provisions of this section. All other outdoor lighted decorative flags shall conform to the provisions of this section.
- d. Nonresidential recreational facilities, such as outdoor athletic fields, courts or tracks, shall abide by the specific outdoor lighting provisions for Institutional Uses contained in this chapter and must further abide by all outdoor lighting requirements of the facility's or institution's Special Use Permit.

- (6) *Institutional uses.* The provisions of this paragraph shall apply only to tracts of land containing public or private religious or educational institutions. For the purposes hereof, the term "institutional uses" shall mean and include public or private religious or educational uses if they are the primary use of a tract of land. It shall be unlawful for any person to cause or permit to be energized, or to cause or permit to be maintained, on any tract of land containing an institutional use, any artificial light source that is located more than seven feet above natural grade if not attached to or within 12 inches of a building, or more than nine feet above natural grade if attached to or within 12 inches of a building, unless such light is hooded and cast in a manner to prevent glare on property other than the property upon which the light is situated. For the purposes

of this paragraph, the term "hooded" shall mean a fixture containing or attached to an artificial light source that is designed and maintained so that any light beam therefrom is directed forward from its source only and no light or light beam therefrom can be cast in a direction perpendicular to the main beam of such light. The term "cast in a manner to prevent glare" shall mean hooded light that is pointed at an angle not exceeding 30° from any vertical direction and, if located more than nine feet above natural grade and not within 12 inches of any building, is directed inward toward the center of the property upon which it is located so that the light source is not visible from any adjacent property.

- (7) It shall be unlawful for any person to cause or permit to be energized any light which is attached to a pole, standard or other facility or structure located upon or within a public roadway right-of-way or public street easement; provided, however, nothing contained in this subsection shall prevent the city from erecting street lighting or other lighting deemed necessary or appropriate for vehicular and pedestrian safety.

**TO:** Mayor and City Council

**FROM:** R. Pennington, City Administrator  
M. Rohde, Councilmember  
D. Olson, City Attorney

**MEETING DATE:** November 18, 2024

**SUBJECT:** Consideration and possible action on an ordinance (ORD. 2024.11-C) of the City of Piney Point Village, Texas, amending Chapter 74, Article IV. Section 74-244 Regulations of the code of ordinances, regarding generator and building area calculations, and creating a new section 74-247 Standby Electric Generators, regarding the permitting, location, installation, and operation of residential standby electric generators.

**Item: 8**

**Summary:**

The council has requested the P&Z Commission review of standby generators to propose or amend an ordinance that will improve the permitting process. In addition, this ordinance aims to provide more flexibility as technological advancements allow for greater adaptability in the placement and proximity of generators to residential structures.

The Planning and Zoning Commission reviewed the current generator ordinance to discuss the minimum distance requirements for generator placement. They evaluated the possibility of reducing the required setback to less than 5 feet from both the generator and the structure to better assist residents in obtaining generator permits. It was noted that the existing generator packet was excessively lengthy and that the current ordinance was overly complicated.

The Commission suggested that generators be placed at least 18 inches from the structure, or according to the manufacturer's specifications, depending on the size of the generator. The Fire Marshal indicated that he had no objections to following the manufacturer's requirements.

Commissioners agreed to the proposed changes regarding square footage and lot calculations for existing structures, as well as the reduction in placement distance to meet the manufacturer's specifications, provided that generators are located no less than 18 inches from any structure. The Commission members accepted the drafted changes presented in the attached ordinance.

The proposed amended ordinance includes key highlights:

- Up to 50 square feet designated for generator pads on lots with existing or permitted dwelling structures as of December 1, 2024, will not count toward the building area.
- Generators are not allowed in the front yard. In the rear yard, they must be at least ten



feet from the rear property line, and in side yards, they must be ten feet from the side property line.

- When placed next to a building, generators must meet the manufacturer's minimum clearance, with a required minimum of 18 inches from any structure and at least five feet from any opening in the building for safety.
- The maximum sound level is 75 DBA measured at 23 feet from the generator.

**Recommendation:**

The Planning and Zoning Commission has recommended that the City Council approve Ordinance 2024.11-C regarding the permitting, location, installation, and operation of residential standby generators.

**Attachment:**

*Draft Ordinance ORD 2024.11-C*

**ORDINANCE NO. 2024.11-C**

**AN ORDINANCE OF THE CITY OF PINEY POINT VILLAGE, TEXAS, AMENDING CHAPTER 74, ARTICLE IV. SECTION 74-244 - REGULATIONS, OF THE CODE OF ORDINANCES, BY DELETING PARAGRAPH (4) OF SUBSECTION (a) IN ITS ENTIRETY, AND BY DELETING SUBSECTION (g) AND PROVIDING A NEW SUBSECTION (g), REGARDING GENERATORS AND BUILDING AREA CALCULATIONS; BY CREATING A NEW SECTION 74-247 – STANDBY ELECTRIC GENERATORS, REGARDING THE PERMITTING, LOCATION, INSTALLATION AND OPERATION OF RESIDENTIAL STANDBY ELECTRIC GENERATORS; REPEALING ALL ORDINANCES AND PART OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION; AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

**WHEREAS**, the zoning regulations and district established in Chapter 74 of the Code of Ordinance have been made in accordance with a comprehensive plan for the purpose of promoting the health, safety and general welfare of the city and its inhabitants; and

**WHEREAS**, pursuant to Section 74-98 of the Piney Point Village Code of Ordinances, the City Council of the City of Piney Point Village, Texas and the Planning and Zoning Commission of the City of Piney Point Village, Texas have each held a public hearing to consider possible amendments to the Piney Point Village Code of Ordinances; and

**WHEREAS**, pursuant to Section 74-98 of the Piney Point Village Code of Ordinances, the Planning and Zoning Commission of Piney Point Village, Texas submitted its written recommendation to the City Council of the City of Piney Point Village, Texas, concerning proposed amendments to Chapter 74, Article IV., Section 74-244 - Regulations, and a new Section 74-247 -Standby Electric Generators, relating to residential generators; and

**WHEREAS**, the City Council of the City of Piney Point Village, Texas, has considered the recommendation of the Planning and Zoning Commission and has concluded that amendments should be made to Chapter 74, Article IV., Section 74-244 - Regulations, and a new Section 74-247 -Standby Electric Generators relating to residential generators should be added to the Piney Point Village Code of Ordinances;

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

**Section 1.** The recitals set forth above are found to be true and correct and are adopted as the findings of fact of the City.

**Section 2.** Chapter 74, Article IV., Section 74-244 -Regulations, of the Code of Ordinances of the City of Piney Point Village, Texas is hereby amended to read as set forth in Exhibit A, attached hereto.

**Section 3.** Chapter 74, Article IV., Section 74-247 -Standby Home Generators, is hereby added to the Code of Ordinances of the City of Piney Point Village, Texas, to read as set forth in Exhibit A, attached hereto.

**Section 4.** All other portions of the Piney Point Village Code of Ordinances not specifically amended hereby remain in full force and effect.

**Section 5.** All ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of the conflict only.

**Section 6.** Any person who shall intentionally, knowingly, recklessly, or with criminal negligence violates any provision of this chapter 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 7.** In the event any 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 such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**PASSED, APPROVED, AND RESOLVED this 18 day of November 2024.**

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Aliza Dutt  
Mayor

Attest:

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Robert Pennington  
City Administrator / City Secretary

EXHIBIT A

Chapter 74  
Article IV.

Section 74-244 –Regulations

Sec. 74-244. Regulations.

- (a) *Accessory buildings and structures.* Except as provided immediately below, or specifically permitted otherwise in this chapter, no accessory building shall be erected in any yard as required by subsection (c).
- (1) *Rear yard.* A structure or accessory building not attached or made a part of the main building may be placed not less than ten feet from the rear property line, provided that all of such structure or accessory building is with the rear third of the lot.
- (2) *Side yard.* An accessory structure or accessory building not attached to or made a part of the main building, may be placed not less than ten feet from a side property line, provided that all such accessory structure or accessory building is within the rear third of the lot. Notwithstanding the foregoing, air conditioning and heating equipment, and/or mosquito equipment may be placed within the side yard so long as it is:
- Located no less than ten feet from the side property line;
  - Located within six feet of the main structure; and
  - Screened so it cannot be viewed from the street.
- (3) *Equipment/residential structures.* Air conditioning/heating equipment, swimming pool equipment and mosquito equipment are not allowed on any roof or front yard of any residential structure.

\* \* \* \* \*

- (g) *Building area.* The building area, exclusive of driveways and uncovered walkways, shall not exceed 30 percent of the lot area, exclusive of roadway easements; and the building area, inclusive of all structures (including driveways, tennis or other play courts, uncovered walkways, all other structures and impervious surfaces), shall not exceed 50 percent of the lot area. Notwithstanding, up to 50 square feet of area for a duly-permitted generator pad on lots with dwelling structures then existing or permitted for construction as of December 1, 2024 shall be excluded from the calculation of building area.

## **Section 74-247 –Standby Electric Generators**

### **Sec. 74-247. Standby Electric Generators**

#### *(a) Definitions.*

- (1) Standby Electric Generator: (Also referred to as “generator”) is a device that converts mechanical energy to electrical energy, is fully enclosed in an integral manufacturer-supplied sound attenuating enclosure, is connected to the main electrical panel of a residence by a manual or automatic transfer switch, and is rated for a generating capacity of not less than seven (7) kilowatts.
- (2) Generator Structure: includes the foundation pad, the generator device, any manufacturer-supplied sound attenuating enclosure, and any raised pedestal, if required for proper installation.

#### *(b) Generally.* Standby electric generators may be installed and maintained for the purpose of providing electric power during time periods when normal electric service is unavailable. Generators must be permitted by the city and must be fueled by natural gas.

#### *(c) Location.*

- (1) Generators are required to meet the following building setback requirements:
  - a. Front Yard: No generator shall be located in a front yard or in front of the front building line of any residence.
  - b. Rear Yard: A generator may be placed in the rear yard, as long as the entire generator structure is not less than ten (10) feet from the rear property line.
  - c. Side Yard: A generator may be placed in the side yard, as long as the entire generator structure is no less than ten (10) feet from the side property line.
- (2) No portion of the generator structure may be located in or across any right-of-way or ground easement, and no portion of the generator structure may be placed over ground-level drainage structures.
- (3) The base of the generator equipment must not lie in the floodplain. Any generator foundation or pedestal needing to be higher than fourteen (14) inches above the ground to comply with flood plain requirements is subject to approval from the city building official.

#### *(d) Minimum distances from other structures.*

- (1) Buildings. If the generator is to be located adjacent to a building, the minimum distance between the generator structure and the building shall conform to the length

required by manufacturers' specifications, guidelines, and recommendations for the generator model to be installed; provided, however, all generators shall be at least eighteen (18) inches from any structure.

- (2) **Building Openings and Overhangs.** The minimum distance between the generator structure and any door, operable window, garage door, basement window, attic vent, air intake or exhaust pipes, dryer vent, wall cracks, or other openings and overhangs in the building wall, ceiling or roof shall conform to the length required by manufacturers' specifications, guidelines, and recommendations for the generator model to be installed; provided, however, all generators shall be at least five (5) feet from any opening in the building as described in this Paragraph.
- (3) **Vegetation and Other Structures.** The minimum distance between the generator structure and any vegetation or other structure, included by not limited to trees, shrubs, bushes, fences, gates, and lattice shall conform to the length required by manufacturers' specifications, guidelines, and recommendations for the specific generator model to be installed; provided, however, the front and both sides of all generators shall be at least three (3) feet from any vegetation or other structure.

(e) *Screening and Enclosures.*

- (1) All generators must be screened so it cannot be visible
  - a. from the ground by adjacent side or rear lots, and
  - b. from the street.
- (2) The design and materials used for generator screenings and enclosures is subject to approval by the city building official.

(f) *Installation, Inspection and Operation.*

- (1) All generators must be installed and operated in compliance with the applicable manufacturer's specifications, guidelines, and recommendations; provided, however, all generators shall be at least eighteen (18) inches from any structure.
- (2) Permit inspections by the City or its designee shall include a minimum of two onsite inspections:
  - a. An inspection to ensure compliance with proper location and minimum distances of the generator structure;
  - b. Final inspection to include workable operation of the generator.
- (3) A copy of the City-approved permit packet must be posted with the permit on the project site.
- (4) Permit inspection requirements for generators shall be based on the manufacturer's installation manual, the City's building codes and standards as adopted by Ordinance, and the latest adopted National Fire Protection Association ("NFPA") standards, whichever standard is the most restrictive.

- (5) No generator shall be operated except when necessary to provide electric power during time periods when normal electric service is unavailable, when operating under exercise mode, or when necessary for maintenance or repair.
- (6) A generator's exercise mode shall not be timed for performance during non-daylight hours.

(g) *Sound attenuation.* All generators shall be installed, maintained, and operated in such manner as to reduce, to the greatest extent reasonably possible, the volume of sound produced by their operation. The maximum sound level at any time shall be 75 DBA measured at 23 feet from the generator under normal load.



TO: The Mayor and City Council

FROM: R. Pennington, City Administrator

MEETING DATE: November 18, 2024

SUBJECT: Consideration and possible action regarding an ordinance (ORD. 2024.11-D) amending the City Code Chapter 2, Article II, Division 2, modifying the number of members to the Planning and Zoning Commission under Section 2-57, modifying the number of members for a quorum to the Planning and Zoning Commission under Section 2-58, and declaring an emergency.

**Agenda Item: 9**

The membership of the Planning and Zoning Commission needs to be clarified. The commission should have eight members, but only 5 are required by state law to be sitting members when a meeting is called. In practice, the additional members have served as alternates only to ensure that there are enough individuals present to hold a quorum. This amending ordinance aims to make this clearer. Additionally, the state law only requires a simple majority to be present for a Planning and Zoning Commission to have a quorum, and this amendment clarifies the number needed for a quorum. This item was first presented to the council on August 26, 2024. Action on an ordinance requires a public hearing, which is called the beginning of this meeting.

**Recommendation:**

It is recommended that the council adopt the proposed ordinance as presented.

**Attachment:**

*Ordinance No. 2024.11-D*

**ORDINANCE NO. 2024.11-D**

**AN ORDINANCE AMENDING CITY CODE CHAPTER 2, ARTICLE II, DIVISION 2, MODIFYING THE NUMBER OF MEMBERS TO THE PLANNING AND ZONING COMMISSION UNDER SECTION 2-57, MODIFYING THE NUMBER OF MEMBERS FOR A QUORUM TO THE PLANNING AND ZONING COMMISSION UNDER SECTION 2-58, AND DECLARING AN EMERGENCY.**

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

**PART 1.** City Code Chapter 2, Article II, Division 2, Section 2-57 (Membership) is amended to read as follows:

The planning and zoning commission shall be composed of ~~eight~~ five members, and three alternate members, each of whom shall be at the time of his or her appointment and at all times while serving as a member, or as an alternate member, of the commission a resident citizen, qualified voter and property owner of the city. ~~The All~~ members of the commission shall be appointed by the mayor subject to approval by city council. Alternate members are selected to stand in for regular members who are absent, designated by the chairperson before the meeting officially commences, without requiring further board action. Any member of the commission may be removed at the will of the mayor subject to concurrence of the city council.

**PART 2.** City Code Chapter 2, Article II, Division 2, Section 2-58 (Quorum) is amended to read as follows:

For the purposes of the conduct of its business, ~~four~~ three members of the planning and zoning commission shall constitute a quorum.

**PART 3.** The Commission is directed to adopt amended bylaws that reflect the new amended language at its first regular meeting after the adoption of this ordinance.

**PART 4.** The council is to appoint members to the city's planning and zoning commission as required by ordinance, which constitutes an emergency. This ordinance takes effect immediately upon its passage for the immediate preservation of public peace, health, and safety.

**PASSED AND APPROVED THIS 18TH DAY OF NOVEMBER 2024.**

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Aliza Dutt  
Mayor

Attest:

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Robert Pennington  
City Administrator / City Secretary

TO: The Mayor and City Council

FROM: R. Pennington, City Administrator

MEETING DATE: November 18, 2024

SUBJECT: Consideration and possible action on an ordinance (ORD. 2024.11-E) of the City of Piney Point Village, Texas, amending Chapter 58, Article I, Section 58-2, Street Regulations of the code of ordinances regarding the establishment of school zones and school crosswalks; repealing all ordinances and part of ordinances in conflict herewith; providing for a penalty in an amount not to exceed \$200 for each day of violation; and providing for severability..

**Agenda Item: 10**

This ordinance aims to establish and regulate school zones and crossings within the city to enhance safety for students and pedestrians. The key provisions of the proposed ordinance are as follows:

School Zones: The ordinance designates specific streets or portions thereof as school zones, where the speed limit will be reduced to 20 miles per hour when school zone flashing beacons are in place and operating. The designated areas include:

1. San Felipe Street (east of Stillforest Drive to Farnham Park Drive)
2. Kinkaid School Drive (south of Wickwood Drive to San Felipe Street)
3. North Piney Point Road (from Ecclesia Church driveway to north of St. Francis Episcopal Church)
4. Greenbay Street (near Chapelwood United Methodist Church)
5. Smithdale Road (from Smithdale Estates Drive to east of Oak Lane)

School Crossings: The ordinance also establishes designated school crossings where drivers must yield to pedestrians. These crossings will be marked with signs and painted lines. The designated crossings are:

1. The signalized intersection of Kinkaid School Drive and San Felipe Street.
2. Smithdale Road adjacent to Memorial Drive Elementary School.

Drivers are prohibited from entering or driving through these crossings when pedestrians are present.

This ordinance aims to improve safety around schools by reducing vehicle speeds and establishing clear pedestrian right-of-way at designated crossings.

**Recommendation:**

It is recommended that the council adopt the proposed ordinance as presented.

**Attachment:**

*Ordinance No. 2024.11-E*

**ORDINANCE NO. 2024.11-E**

**AN ORDINANCE OF THE CITY OF PINEY POINT VILLAGE, TEXAS,  
AMENDING CHAPTER 58, ARTICLE I. SECTION 58-2 -STREET  
REGULATIONS OF THE CODE OF ORDINANCES REGARDING THE  
ESTABLISHMENT OF SCHOOL ZONES AND SCHOOL CROSSWALKS;  
REPEALING ALL ORDINANCES AND PART OF ORDINANCES IN  
CONFLICT HERewith; PROVIDING FOR A PENALTY IN AN  
AMOUNT NOT TO EXCEED \$200 FOR EACH DAY OF VIOLATION;  
AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

**WHEREAS**, the regulations established in the Code of Ordinances have been made in accordance with a comprehensive plan for the purpose of promoting the health, safety and general welfare of the city and its inhabitants; and

**WHEREAS**, the City Council of the City of Piney Point Village, Texas, has determined that amendments should be made to Section 58-2 of the Piney Point Village Code of Ordinances regarding the establishment of school zones and school crosswalks.

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

**Section 1.** The recitals set forth above are found to be true and correct and are adopted as the findings of fact of the City.

**Section 2.** **Chapter 58, Article I., Section 58-2. -Street Regulations** of the Code of Ordinances of the City of Piney Point Village, Texas, is hereby amended to read as set out in Exhibit A, attached hereto.

**Section 3.** All other portions of the Piney Point Village Code of Ordinances not specifically amended hereby remain in full force and effect.

**Section 4.** All ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of the conflict only.

**Section 5.** Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount of not less than One Dollar (\$1.00) or more than Two Hundred Dollars (\$200.00). Each day of violation shall constitute a separate offense.

**Section 6.** In the event any 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 such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**PASSED, APPROVED, AND RESOLVED this 18th day of November 2024.**

---

Aliza Dutt  
Mayor

Attest:

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Robert Pennington  
City Administrator / City Secretary

## ORDINANCE NO. 2024.11-E

### EXHIBIT A

#### Chapter 58

#### Article I.

#### Section 58-2. -Street Regulations

##### Sec. 58-2. Street regulations.

- (a) *Public street.* The specific street regulations of the city, including but not limited to, speed limits, stop intersections, yield intersections, and parking regulations that are not printed in this code, but are adopted by reference, are on file in the city secretary's office.
- (b) *Private streets.*
  - (1) Applicable regulations provided for in subtitle C, "Rules of Road" of title VII of the Texas Transportation Code for public streets within the city are extended to private streets (referenced as "highways" in the Transportation Code) within the city.
  - (2) Motor vehicles are prohibited from parking on private streets in such a manner as to block access to a personal driveway.
  - (3) Motor vehicles are prohibited from parking on private streets in such a manner as to preclude the access of any emergency vehicle or other city vehicle on such private street.
- (c) *School zones.* The following streets, or portions thereof, are hereby designated as school zones and no person shall drive or operate a vehicle at a speed in excess of twenty (20) miles per hour when school zone flashing beacons are in place and flashing warning lights
  - (1) Along San Felipe Street, from a point approximately 100 feet east of its intersection with Stillforest Drive, east to a point approximately at the intersection of Farnham Park Drive.
  - (2) Along Kinkaid School Drive, from a point approximately 500 feet south of its intersection with Wickwood Drive, south to a point approximately at the intersection of San Felipe Street.
  - (3) Along North Piney Point Road, from a point approximately at its intersection of the Ecclesia Church driveway, north to a point approximately 200 feet north of the St. Francis Episcopal Church property line.
  - (4) Along Greenbay Street, from a point approximately 200 feet west of the Chapelwood United Methodist Church property line, east to a point approximately 200 feet east of the United Methodist Church property line.
  - (5) Along Smithdale Road, from a point approximately at its intersection with Smithdale Estates Drive, east to a point approximately 400 feet east of Oak Lane.



- (d) *School crossings.* The following locations are hereby designated as school crossings and no person shall drive or operate a vehicle into or through any school crossing at a time when there is a person or persons crossing or standing therein; provided that the school crossing has been indicated by signs and the boundaries of the crossings are marked by painted lines:
- (1) At the signalized intersection of Kinkaid School Drive and San Felipe Street.
  - (2) On Smithdale Road adjacent to Memorial Drive Elementary School.

TO: Mayor and Members of the City Council

FROM: R. Pennington, City Administrator

MEETING DATE: November 18, 2024

SUBJECT: Consideration and possible action on the Interlocal Agreement with SBISD  
for 2025 Joint Elections.

**Agenda Item: 11**

Chapter 271 of the Texas Election Code allows for joint elections when two or more political subdivisions need to conduct elections on the same day and in the same area where voters can be served by common polling places. A joint election agreement is beneficial for sharing election equipment, supplies, workers, tabulation services, polling locations, and electronic voting equipment.

It is recommended to approve the Interlocal Cooperation Agreement for Joint Elections between the Spring Branch Independent School District and the City of Piney Point Village as presented.

**Attachments:**

- *2025 Interlocal Cooperation Agreement*

## **Interlocal Cooperation Agreement for Joint Elections**

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

### **Preamble**

WHEREAS, SBISD is a political subdivision and independent school district of the State of Texas and will conduct a trustee election on May 3, 2025;

WHEREAS, Piney Point is a municipality of the State of Texas located partially in SBISD and will conduct a mayoral and/or city council election on May 3, 2025;

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

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

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

WHEREAS, SBISD and Piney Point shall each order their elections for May 3, 2025 and each shall pass a resolution agreeing to a joint election.

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

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

candidate unopposed status, campaign finance reporting, and posting and publication of required election notices.

3. Legal Documents. Each Entity shall be responsible for the preparation, adoption, posting and publication of all required election orders, resolutions, and notices required by the Texas Election Code and/or other applicable law. Preparation of the necessary materials for notices and official ballot language shall be the responsibility of each Entity, including translation to languages other than English. Each Entity shall prepare its own submission, if required, to the United States Department of Justice for preclearance of its election, pursuant to the Voting Rights Act of 1965, as amended.
4. Early Voting by Personal Appearance. The Entities agree to conduct joint early voting by personal appearance. Early voting by personal appearance will be held at the locations, dates, and times authorized and ordered by the governing body of each party to this Agreement. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations. Each Entity will operate and staff a minimum of one early voting location and bear all costs associated with the location, including personnel. SBISD will provide voting equipment to each early voting location identified in each Entity's election order at no cost to Piney Point.
5. Early Voting by Mail. The Entities shall conduct joint early voting by mail. SBISD's Early Voting Clerk shall serve as the Early Voting Clerk for the joint election. SBISD shall be responsible for mail ballots and any other supplies required by the Early Voting Clerk and shall be responsible for all other aspects of early voting by mail, including but not limited to, receiving applications for ballots by mail and mailing and receiving ballots by mail. Piney Point shall be responsible for forwarding any applications for ballots by mail it receives to SBISD's Early Voting Clerk within 24 hours of receipt.
6. Polling Places. The Parties shall have one common polling place on Saturday, May 3, 2025, Election Day, at Spring Branch Middle School, 1000 Piney Point, Houston, Texas 77024 (the "Common Polling Place").
7. Joint Ballot. The Entities agree to a joint ballot. Preparation of the necessary materials for each Entity's official ballot shall be the responsibility of each party to this Agreement, including translation to languages other than English. Piney Point shall furnish SBISD a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the Entity's ballot is to be printed). This list shall be delivered to SBISD as soon as possible following Piney Point's candidate position drawing and not later than a reasonable deadline to be set by SBISD and communicated to Piney Point in writing. Piney Point agrees that SBISD shall not be responsible for the wording of the ballot language provided by Piney Point. SBISD shall provide Piney Point with a ballot

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

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

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

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

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

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



**CHIEF ELECTION OFFICIALS:**

_____	Signature: _____
DATE	Printed Name: <u>Christine A. Porter</u>
	Political Subdivision: <u>Spring Branch Independent School District</u>
	Address: <u>955 Campbell Road</u>
	City, State Zip: <u>Houston, Texas 77024</u>
	Telephone: <u>(713) 251-2213</u>
	Fax: <u>(713) 251-9185</u>
	Email: <u>christine.porter@springbranchisd.com</u>

_____	Signature: _____
DATE	Printed Name: _____
	Political Subdivision: <u>City of Piney Point Village</u>
	Address: <u>7676 Woodway, Suite 300</u>
	City, State Zip: <u>Houston, Texas 77063</u>
	Telephone: _____
	Fax: _____
	Email: _____

Agreed this \_\_\_\_ day of \_\_\_\_\_, 202\_\_

Agreed this \_\_\_\_ day of \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
President  
Board of Trustees of  
Spring Branch Independent  
School District

\_\_\_\_\_  
Mayor  
City of Piney Point Village

TO: Mayor and City Council

FROM: R. Pennington, City Administrator

MEETING DATE: November 18, 2024

SUBJECT: Consideration and possible action on renewing the Interlocal Agreement with Harris County to house, support, maintain, and confine or detain city prisoners in Harris County Jails.

**Agenda Item: 12**

**Summary**

This Interlocal Agreement is made between Harris County, through its Sheriff's Office, and the City of Piney Point Village, in accordance with Chapter 791 of the Texas Government Code. Under this agreement, the Harris County Sheriff is responsible for detaining city prisoners aged 17 and older who have been arrested by MVPD officers for Municipal Court offenses. The current per diem rate for detention services is set at \$102.00, effective for one year unless terminated. The contract will be renewed under the same terms and conditions, with no increase in pricing, for the period from January 31, 2025, through January 30, 2026.

**Recommendation**

Staff recommends authorizing the City Administrator to extend the Interlocal Agreement with Harris County for the housing, support, maintenance, and confinement of city prisoners in Harris County Jails.



**DeWight Dopslauf, C.P.M., CPPO**  
**Harris County Purchasing Agent**

September 20, 2024

Karen Farris  
7676 Woodway, Suite 300  
Houston, Texas 77063  
citysec@pineypt.org

Re: Job No. 00000836 – House, Support, Maintain and Confine or Detain City Prisoners in Harris County Jails

Dear Ms. Farris:

The contract to provide House, Support, Maintain, and Confine or Detain City Prisoners in Harris County Jails expires January 30, 2025. If your company will renew the contract under the same terms and conditions, with a no increase in pricing, please advise the Purchasing Department in writing by **October 18, 2024**. You may respond by email to: [Priscilla.Salinas@pur.hctx.net](mailto:Priscilla.Salinas@pur.hctx.net). This renewal is subject to using department approval, the Tax Office review of any taxes owed to Harris County, and approval by Commissioners Court.

In addition, if you wish to renew, please provide **1) an updated certificate of insurance with Harris County listed as additional insured**, and **2) Signed Form 1295 (Certificate of Interested Parties)** using the above Project number and title as reference. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Lastly, in accordance with the terms of the contract, completion of the attached usage report to indicate the quantities of each line item purchased during the period January 31, 2024 – January 30, 2025, is requested. The usage report is also due **October 18, 2024**.

If you have any questions, please call me at (713) 274-4420.

Sincerely,

*//s// Priscilla Salinas*

Priscilla Salinas  
Buyer

PS  
Attachment

-----  
City of Piney Point will renew the contract under the same terms and conditions with no increase in pricing for the term January 31, 2025, through January 30, 2026.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

TO: Mayor and Members of the City Council

FROM: R. Pennington, City Administrator

MEETING DATE: November 18, 2024

SUBJECT: Consideration and possible action to ban the use of certain social media applications, including TikTok, on government-issued devices.

**Agenda Item: 13**

On June 14, 2023, Governor Greg Abbott signed Senate Bill 1893 into law, which requires Texas cities and other local government entities to ban the use of certain social media applications, including TikTok, on government-issued devices. This law builds upon Governor Abbott's previous directive from December 2022, which instructed state agencies to ban TikTok on government-issued devices.

The primary justification for the ban is the potential security threat posed by TikTok due to its data collection practices and alleged ties to the Chinese government. The ban aims to safeguard sensitive information and critical infrastructure from potential threats posed by hostile foreign actors.

Hunters Creek has implemented a Technology Policy that prohibits certain social media applications, including TikTok, on government-issued devices. Staff recommends adopting a similar Technology Policy that complies with Senate Bill 1893 requirements.

**Attachments:**

*Technology Policy*



City of Piney Point Village, Texas

Covered Applications and Prohibited  
Technology Policy

Date Adopted: November 18, 2024

## 1.0 INTRODUCTION

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On December 7, 2022, Governor Greg Abbott required all state agencies to ban the video-sharing application TikTok from all state-owned and state-issued devices and networks over the Chinese Communist Party's ability to use the application for surveilling Texans. Governor Abbott also directed the Texas Department of Public Safety (DPS) and the Texas Department of Information Resources (DIR) to develop a plan providing state agencies guidance on managing personal devices used to conduct state business. Following the issuance of the Governor's directive, the 88<sup>th</sup> Texas Legislature passed [Senate Bill 1893](#), which prohibits the use of covered applications on governmental entity devices.

## 2.0 COVERED APPLICATIONS POLICY

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This policy applies to all City of Piney Point Village, Texas ("City") full-and part-time employees, contractors, paid or unpaid interns, and other users of government networks. All City employees are responsible for complying with this policy.

A covered application is:

- The social media service TikTok or any successor application or service developed or provided by ByteDance Limited, or an entity owned by ByteDance Limited.
- A social media application or service specified by proclamation of the governor under Government Code Section 620.005.

### 2.1 COVERED APPLICATIONS ON CITY-OWNED OR LEASED DEVICES

Except where approved exceptions apply, the use or installation of covered applications is prohibited on all government-owned or leased devices, including cell phones, tablets, desktop and laptop computers, and other internet-capable devices.

City will identify, track, and manage all government-owned or leased devices including mobile phones, tablets, laptops, desktop computers, or any other internet-capable devices to:

- a. Prohibit the installation of a covered application.
- b. Prohibit the use of a covered application.
- c. Remove a covered application from a government-owned or leased device that was on the device prior to the passage of S.B. 1893 (88th Leg, R.S.).
- d. Remove an application from a government-owned or leased device if the Governor issues a proclamation identifying it as a covered application.

City will manage all government-owned or leased mobile devices by implementing the security measures listed below:

- a. Restrict access to “app stores” or unauthorized software repositories to prevent the installation of unauthorized applications.
- b. Maintain the ability to remotely wipe non-compliant or compromised mobile devices.
- c. Maintain the ability to remotely uninstall unauthorized software from mobile devices.

## **2.2 ONGOING AND EMERGING TECHNOLOGY THREATS**

To provide protection against ongoing and emerging technological threats to the government’s sensitive information and critical infrastructure, DPS and DIR will regularly monitor and evaluate additional social media applications or services that pose a risk to this state.

DIR will annually submit to the Governor a list of social media applications and services identified as posing a risk to Texas. The Governor may proclaim items on this list as covered applications that are subject to this policy.

If the Governor identifies an item on the DIR-posted list described by this section, then City will remove and prohibit the covered application.

The city may also prohibit social media applications or services in addition to those specified by the proclamation of the Governor.

## **2.3 BRING YOUR OWN DEVICE POLICY**

If City has a “Bring Your Own Device” (BYOD) program, then the City may consider prohibiting the installation or operation of covered applications on employee-owned devices that are used to conduct government business.

## **2.4 COVERED APPLICATION EXCEPTIONS**

City Administrator or Police Chief may permit exceptions authorizing the installation and use of a covered application on government-owned or leased devices consistent with the authority provided by Government Code Chapter 620.

Government Code Section 620.004 only allows City to install and use a covered application on an applicable device to the extent necessary for:

- (1) Providing law enforcement; or
- (2) Developing or implementing information security measures.

If the City authorizes an exception allowing for the installation and use of a covered application, City must use measures to mitigate the risks posed during the application’s use, including:

- consulting with the City’s IT contractor on appropriate security measures
- To the extent practicable, exception-based use should only be performed on devices that are not used for other city businesses and on non-city networks.



Cameras and microphones should be disabled on devices for exception-based use.

The city must document whichever measures it took to mitigate the risks posed during the use of the covered application.

### **3.0 POLICY COMPLIANCE**

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An employee found to have violated this policy may be subject to disciplinary action, including termination of employment.

### **4.0 POLICY REVIEW**

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This policy will be reviewed annually and updated as necessary to reflect changes in state law, additions to applications identified under Government Code Section 620.006, updates to the prohibited technology list posted to DIR's website, or to suit the needs of the City.

If the underlying statute, Texas Government Code §§620.001-.006, is declared unconstitutional, unenforceable, or vacated by a court of competent jurisdiction, this policy is void.

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TO: City Council

FROM: Aliza Dutt, Mayor

MEETING DATE: November 18, 2024

SUBJECT: Consideration and possible action on Mayor's Monthly Report, including, Arbor Day Proclamation.

**Agenda Item: 14**

**Summary:**

This agenda item includes reports from the mayor, including, but not limited to, the status of various projects:

A. Arbor Day Proclamation.

- For Council consideration regarding Arbor Day 2024: The Piney Point Arbor Day Celebration took place on Saturday, November 2<sup>nd</sup> at Ecclesia from 10 a.m. to noon. The total cost for the trees (70) from Bownds Wholesale Nursery is \$1,220.00.

# PROCLAMATION

**WHEREAS**, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

**WHEREAS**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

**WHEREAS**, Arbor Day is now observed throughout the nation and world, fostering a spirit of environmental stewardship, and

**WHEREAS**, the City of Piney Point Village has proudly observed this holiday for 19 consecutive years since 2005, demonstrating our community's commitment to urban forestry, and

**WHEREAS**, trees play a vital role in our ecosystem by reducing soil erosion, moderating temperatures, purifying air, producing oxygen, providing wildlife habitats, and mitigating energy costs, and

**WHEREAS**, trees are a sustainable resource, providing essential products such as paper, lumber, and fuel, while also serving as a cornerstone of innovation in various industries, and

**WHEREAS**, trees enhance our city's aesthetic appeal, increase property values, invigorate business districts, and contribute to the overall quality of life in our community,

**NOW, THEREFORE, I, Mayor Aliza Dutt** of the City of Piney Point Village, do hereby proclaim November 2, 2024, as Arbor Day in the City of Piney Point Village, and

**BE IT RESOLVED**, that the City of Piney Point Village, urges all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

**IN OFFICIAL RECOGNITION WHEREOF**, I, Mayor Aliza Dutt, the undersigned, hereby affix my signature this the 18<sup>th</sup> day of November 2024.

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Aliza Dutt, Mayor

TO: City Council

FROM: R. Pennington; City Administrator

MEETING DATE: November 18, 2024

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

**Agenda Item: 15**

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.
- II. Property Tax Report.
- III. Disbursements (greater than \$10,000): *No disbursements were reported during the agenda publication.*

**b) Residential Use of Recreational Golf Carts:** The use of golf carts has recently come under some concern, with previous city discussions yielding no action. This topic is included for discussion purposes only.

- I. In Texas, golf carts can be legally operated on public streets under certain conditions, including:
  - (1) Within master-planned communities with speed limits of 35 mph or less.
  - (2) On similar roads during daytime hours within a 5-mile radius of their parking location.
  - (3) For trips to and from golf courses.
  - (4) On any city street with a 35-mph speed limit or less, if authorized by city ordinance.
- II. Local authorities can further regulate or prohibit golf cart use, allowing flexibility for local conditions.
  - (1) Hunters Creek requires golf cart operators to have a valid driver's license and be at least 21 years old.
  - (2) The City of Galveston Ordinance is attached for reference.

## **FINANCIAL RELATED ITEMS**



## CITY OF PINEY POINT VILLAGE FINANCIAL REPORT

### OCTOBER 2024 FINANCIALS (PRELIMINARY)

The following report presents a comprehensive overview of the municipality's financial operations up to October 2024, marking the tenth month of the fiscal year 2024. An independent auditor completed the annual audit for the end of fiscal year 2023, providing the initial balances. The figures in the budget reflect the original plan adopted for the fiscal year, as no adjustments to the budget have been warranted or implemented.

#### General Fund

	Prior YTD	Budget	Month	YTD
<b>Total Revenues</b>	\$8,919,196	\$9,240,418	\$399,853	\$8,945,389
<b>Total Expenditures</b>	\$8,012,409	\$10,158,382	\$797,561	\$7,272,631
<b>Over/(Under)</b>	\$906,787	(\$917,964)	(\$397,708)	\$1,672,759

	Prior YTD	Budget	Month	YTD
<b>Operating Revenues</b>	\$8,800,584	\$9,191,418	\$336,011	\$8,792,954
<b>Operating Expenditures</b>	\$5,909,841	\$7,695,482	\$612,214	\$6,511,525
<b>Over/(Under)</b>	\$2,890,744	\$1,495,936	(\$276,203)	\$2,281,429

1. Year-to-date, total revenues amount to \$8,945,389, which is 96.8% of the budget, and 0.3% higher than last year. This increase is primarily attributed to the timing of property tax collection and interest earned.
  - a. Property tax received for the M&O or the general fund totals \$6,946,863, which is 100.2% of the budget. The amount collected year-to-date represents 77.7% of the total general fund revenue. The current Property Tax collected over last year-to-date amount is \$308,222, which is 4.6% higher. The calculated adopted tax rate is \$0.255140, with \$0.226507 designated as M&O providing 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. Please review the monthly tax office report for additional details and adjustments to current taxable values.

- b. As of October, we collected \$413,022 in sales tax, which is 85% of our annual projection of \$485,725. The year-to-date amount collected is \$20,896 less than the amount collected through October 2023, which was \$433,918, showing a decrease of 4.8%. It's important to note that the budget projection for sales tax can vary significantly. However, the collection only represents 5.26%, a fraction of all general fund revenue. The conservative projected year-end is \$460,725.
  - c. Franchise fee collections through October totaled \$280,149, including \$41,819 for the cable franchise, \$227,020 for the electric franchise, and \$11,309 for telephone and wireless franchise fees.
  - d. Court revenue is \$108,316, which accounts for 80.2% of the budget and is \$11,401 lower than last year. Court fines total \$99,816, and the remaining \$8,500 is mainly reserved for special purposes, such as court security or technology. In 2023, the city collected \$135,000 in court revenue. Based on current trends, the anticipated total court collection for 2024 is approximately \$125,000.
  - e. License and permits total \$476,933, projected to be less than the target at 76.7%. Permits and inspection fees account for 85.4% of the category revenue. Drainage reviews are currently at \$54,950. The administration expected a bubble of SUP permit activity; the only unknown was the timing of the permit approval and revenue posting for these colossal projects. The conservative projected year-end amount is anticipated to reach \$530,000.
  - f. The current total for alarm registrations is \$23,000, representing 92% of the annual budget projection and reflecting a \$2,450 decrease compared to the same period last year. The practice of annual alarm registration significantly contributes to keeping emergency information current for individual properties. Despite the decrease in activity, it is notable that this revenue stream is minimal.
  - g. Interest revenue is \$408,672, 109.3% of the budget, and represents a significant increase of \$70,419 compared to the same period last year. Interest income remains elevated due to the high interest rates. The Federal Open Market Committee (FOMC) cut the Fed Funds Target Rate by 50 basis points during its September meeting and 25 basis points during its November meeting. This is the first rate cut since the beginning of the pandemic. The City's interest revenue will likely be impacted by the Fed's actions.
2. The city has designated \$7,695,485 for operating expenses, with an additional \$2,462,900 allocated for capital programming. Presently, the total current expenditure is \$7,272,631, representing 71.6% of the budget, 9.2% lower than the corresponding period last year. Operating expenditures alone amount to \$6,511,525, constituting 84.6% of the budget and reflecting a



programmed increase of 10.2% compared to the same period last year. Anticipated savings are primarily expected in capital programs.

3. Divisions and categories that are currently trending higher in expenditures are as follows:
  - a. Police Services at \$2,411,792 or 92% 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 and starting to level out.
  - b. Fire Services at \$1,821,603 or 87.5%. representing 1.5 months of service payments at the beginning of the year for adequate VFD operational cash flow, leveling out in the late calendar year.
  - c. Building Services at \$256,158 or 84.8% is slightly higher than the budget target by only 1.47%.
4. Divisions and categories that are noteworthy:
  - a. Administrative services is currently below budget expectations at 75.9%. However, unexpected costs related to storage have been noted. The department is experiencing salary savings, though we are now fully staffed.
  - b. Public Works is currently below budget expectations at 76.9%. However, landscaping maintenance is higher than projected due to the storm recovery.
5. Capital expenditures at \$761,105 or 30.9% 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, School Zone Signage, Community Beautification, and Paving.
6. The budget adopted the use of \$917,964 in reserved cash and supports a portion of the \$2,462,900 in capital programs. In 2023, the audited revenue over expenditures by revenue over expenditures was \$1,006,646, increasing fund balance to the fund balance to nearly \$5.6 million. The current revenue over expenditure is \$1,672,759.

#### **Debt Service Fund**

	<b>Prior YTD</b>	<b>Budget</b>	<b>Month</b>	<b>YTD</b>
<b>Total Revenues</b>	\$966,993	\$896,050	\$1,057	\$897,816
<b>Total Expenditures</b>	\$877,950	\$885,050	\$0	\$884,200
<b>Over/(Under)</b>	\$89,043	\$11,000	\$1,057	\$13,616

7. Revenues are \$897,816, 100.2% of the budget, with \$878,016 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.

8. Expenditures are \$884,200, 99.9% 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, interest payments due include \$18,950 for GO Series 2015 and \$46,100 for GO Series 2017, as well as \$3,150 for Paying Agent Fees. Current debt obligations are scheduled through 2027.
9. Although revenues are over expenditures by \$13,616, debt service restricts a portion of cash to support fund balance. The budget projects an end-the-year reserve estimated at \$219K 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: October 31, 2024

### GENERAL FUND SUMMARY

	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<b>REVENUES</b>						
PROPERTY TAXES	6,638,641	6,930,156	0	6,946,863	100.2%	(16,707)
SALES TAXES	433,918	485,725	36,280	413,022	85.0%	72,703
FRANCHISE TAXES	314,834	387,887	22,702	280,149	72.2%	107,738
COURT REVENUE	119,717	135,000	14,245	108,316	80.2%	26,684
PERMITS & INSPECTIONS	728,272	622,150	94,703	476,933	76.7%	145,217
ALARM REGISTRATIONS	25,450	25,000	300	23,000	92.0%	2,000
GOVERNMENTAL CONT. (METRO)	136,000	136,500	136,000	136,000	99.6%	500
PILOT FEES (KINKAID)	65,500	95,000	0	0	0.0%	95,000
INTEREST	338,253	374,000	31,781	408,672	109.3%	(34,672)
<b>TOTAL OPERATING</b>	<b>8,800,584</b>	<b>9,191,418</b>	<b>336,011</b>	<b>8,792,954</b>	<b>95.7%</b>	<b>398,464</b>
OTHER NON-OPERATING PROCEEDS	118,612	49,000	63,842	152,435	311.1%	(102,935)
<b>TOTAL NON-OPERATING</b>	<b>118,612</b>	<b>49,000</b>	<b>63,842</b>	<b>152,435</b>	<b>311.1%</b>	<b>(102,935)</b>
<b>TOTAL REVENUES</b>	<b>\$8,919,196</b>	<b>\$9,240,418</b>	<b>\$399,853</b>	<b>\$8,945,389</b>	<b>96.8%</b>	<b>\$295,529</b>
	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<b>EXPENDITURES</b>						
<b>PUBLIC SERVICE DIVISION</b>						
POLICE SERVICES	2,110,456	2,622,267	210,475	2,411,792	92.0%	210,475
FIRE SERVICES	1,695,927	2,081,832	173,486	1,821,603	87.5%	260,229
SANITATION COLLECTION	414,767	595,563	48,285	434,567	73.0%	160,996
OTHER PUBLIC SERVICES	14,145	36,900	6,248	19,783	53.6%	17,117
<b>PUBLIC SERVICE DIVISION</b>	<b>4,235,295</b>	<b>5,336,562</b>	<b>438,495</b>	<b>4,687,745</b>	<b>87.8%</b>	<b>648,817</b>
<b>OPERATIONS</b>						
CONTRACT SERVICES	345,925	475,500	34,681	371,210	78.1%	104,290
BUILDING SERVICES	279,999	302,200	28,952	256,158	84.8%	46,042
GENERAL GOVERNMENT	827,733	1,228,060	90,375	931,830	75.9%	296,230
MUNICIPAL COURT	26,725	35,510	2,633	20,251	57.0%	15,259
PUBLIC WORKS	194,164	317,650	17,078	244,331	76.9%	73,319
<b>OPERATION DIVISIONS</b>	<b>1,674,546</b>	<b>2,358,920</b>	<b>173,719</b>	<b>1,823,780</b>	<b>77.3%</b>	<b>535,140</b>
<b>TOTAL PUBLIC &amp; OPERATING</b>	<b>\$5,909,841</b>	<b>\$7,695,482</b>	<b>\$612,214</b>	<b>\$6,511,525</b>	<b>84.6%</b>	<b>\$1,183,957</b>
<b>NON-OPERATING</b>						
CAPITAL PROGRAMS	2,102,568	2,462,900	185,347	761,105	30.9%	1,701,795
<b>TOTAL NON-OPERATING</b>	<b>2,102,568</b>	<b>2,462,900</b>	<b>185,347</b>	<b>761,105</b>	<b>30.9%</b>	<b>1,701,795</b>
<b>TOTAL EXPENDITURES</b>	<b>\$8,012,409</b>	<b>\$10,158,382</b>	<b>\$797,561</b>	<b>\$7,272,631</b>	<b>71.6%</b>	<b>\$2,885,751</b>
REVENUE OVER/(UNDER) EXPENDITURES	906,787	(917,964)	(397,708)	1,672,759		



# Piney Point Village TEXAS

## Statement of Revenue & Expenditures For Month Ended: October 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)	6,638,641	6,930,156	0	6,946,863	100.2%	(16,707)
	Unearned/Adjusted	0	0	0			0
	Total Property Tax :	6,638,641	6,930,156	0	6,946,863	100.2%	(16,707)
10-4150	Sales Tax	433,918	485,725	36,280	413,022	85.0%	72,703
	<b>Total Tax Collection:</b>	<b>7,072,559</b>	<b>7,415,881</b>	<b>36,280</b>	<b>7,359,885</b>	<b>99.2%</b>	<b>55,996</b>
<u>Permits &amp; Inspections</u>							
10-4203	Plat Reviews	8,750	9,750	0	1,750	17.9%	8,000
10-4205	Contractor Registration	7,740	10,650	750	5,790	54.4%	4,860
10-4206	Drainage Reviews	47,250	50,000	6,850	54,950	109.9%	(4,950)
10-4207	Permits & Inspection Fees	663,782	550,000	87,103	413,443	75.2%	136,557
10-4208	Board of Adjustment Fees	750	1,750	0	1,000	57.1%	750
	<b>Total Permits &amp; Inspections:</b>	<b>728,272</b>	<b>622,150</b>	<b>94,703</b>	<b>476,933</b>	<b>76.7%</b>	<b>145,217</b>
<u>Municipal Court</u>							
10-4300	Court Fines	109,720	126,000	12,959	99,816	79.2%	26,184
10-4301	Building Security Fund	3,499	3,000	450	2,975	99.2%	25
10-4302	Truancy Prevention	3,570	3,000	459	3,036	101.2%	(36)
10-4303	Local Municipal Tech Fund	2,856	2,950	367	2,429	82.3%	521
10-4304	Local Municipal Jury Fund	71	50	9	61	121.3%	(11)
	<b>Total Municipal Court:</b>	<b>119,717</b>	<b>135,000</b>	<b>14,245</b>	<b>108,316</b>	<b>80.2%</b>	<b>26,684</b>
<u>Investment Income</u>							
10-4400	Interest Revenue	338,253	374,000	31,781	408,672	109.3%	(34,672)
	<b>Total Investment Income:</b>	<b>338,253</b>	<b>374,000</b>	<b>31,781</b>	<b>408,672</b>	<b>109.3%</b>	<b>(34,672)</b>
<u>Agencies &amp; Alarms</u>							
10-4508	SEC-Registration	25,450	25,000	300	23,000	92.0%	2,000
	<b>Total Agencies &amp; Alarms:</b>	<b>25,450</b>	<b>25,000</b>	<b>300</b>	<b>23,000</b>	<b>92.0%</b>	<b>2,000</b>
<u>Franchise Revenue</u>							
10-4602	Cable Franchise	64,317	85,153	0	41,819	49.1%	43,334
10-4605	Power/Electric Franchise	227,017	272,419	22,702	227,020	83.3%	45,399
10-4606	Gas Franchise	0	25,000	0	0	0.0%	25,000
10-4607	Telephone Franchise	2,618	3,515	0	766	0.0%	2,749
10-4608	Wireless Franchise	20,881	1,800	0	10,543	585.7%	(8,743)
	<b>Total Franchise Revenue:</b>	<b>314,834</b>	<b>387,887</b>	<b>22,702</b>	<b>280,149</b>	<b>72.2%</b>	<b>107,738</b>
<u>Donations &amp; 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	136,000	136,000	136,000	100.0%	0
10-4704	Intergovernmental Revenues		500	0	0	0.0%	500
10-4705	Ambulance	37,714	48,000	0	31,744	66.1%	16,256
10-4800	Misc Income	55,105	1,000	0	32,888	3288.8%	(31,888)
10-4803	CIP Cost Share	24,000	0	60,516	69,464		(69,464)
10-4804	Credit Card Fees	1,792	0	3,326	18,340		(18,340)
	<b>Total Donations &amp; In Lieu:</b>	<b>320,112</b>	<b>280,500</b>	<b>199,842</b>	<b>288,435</b>	<b>102.8%</b>	<b>(7,935)</b>
	<b>Total Revenue Received</b>	<b>8,919,196</b>	<b>9,240,418</b>	<b>399,853</b>	<b>8,945,389</b>	<b>96.8%</b>	<b>295,029</b>
	FY21: Unearned Adjusted	0	0	0	0		0
	<b>TOTAL REVENUES:</b>	<b>\$8,919,196</b>	<b>\$9,240,418</b>	<b>399,853</b>	<b>8,945,389</b>	<b>96.8%</b>	<b>\$295,029</b>



# Piney Point Village TEXAS

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

### GENERAL FUND EXPENDITURES

		PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<b><u>PUBLIC SERVICE DIVISION</u></b>							
<u>Community Events</u>							
10-510-5001	Community Celebrations	1,692	6,000	3,333	3,259	0	5,000
10-510-5002	Public Relations		15,000	1,500	3,599	24.0%	11,401
<b>Community Events:</b>		<b>1,692</b>	<b>21,000</b>	<b>4,833</b>	<b>6,858</b>	<b>32.7%</b>	<b>11,401</b>
<u>Police Services</u>							
10-510-5010	MVPD Operations	2,012,532	2,525,700	210,475	2,315,225	91.7%	210,475
10-510-5011	MVPD Auto Replacement	53,333	46,667	0	46,667	100.0%	0
10-510-5012	MVPD Capital Expenditure	44,591	49,900	0	49,900	n/a	0
<b>Police Services:</b>		<b>2,110,456</b>	<b>2,622,267</b>	<b>210,475</b>	<b>2,411,792</b>	<b>92.0%</b>	<b>210,475</b>
<u>Miscellaneous</u>							
10-510-5020	Miscellaneous		0	0	0	n/a	0
<b>Total Miscellaneous:</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>n/a</b>	<b>0</b>
<u>Sanitation Collection</u>							
10-510-5030	Sanitation Collection	408,430	578,520	47,338	426,992	73.8%	151,528
10-510-5031	Sanitation Fuel Charge	6,336	17,043	947	7,574	44.4%	9,469
<b>Sanitation Collection:</b>		<b>414,767</b>	<b>595,563</b>	<b>48,285</b>	<b>434,567</b>	<b>73.0%</b>	<b>160,996</b>
<u>Library Services</u>							
10-510-5040	Spring Branch Library		1,500			0.0%	1,500
<b>Library Services:</b>		<b>0</b>	<b>1,500</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>1,500</b>
<u>Street Lighting Services</u>							
10-510-5050	Street Lighting	12,453	14,400	1,416	12,925	89.8%	1,475
<b>Street Lighting Services:</b>		<b>12,453</b>	<b>14,400</b>	<b>1,416</b>	<b>12,925</b>	<b>89.8%</b>	<b>1,475</b>
<u>Fire Services</u>							
10-510-5060	Villages Fire Department	1,695,927	2,081,832	173,486	1,821,603	87.5%	260,229
<b>Fire Services:</b>		<b>1,695,927</b>	<b>2,081,832</b>	<b>173,486</b>	<b>1,821,603</b>	<b>87.5%</b>	<b>260,229</b>
<b>TOTAL PUBLIC SERVICE:</b>		<b>\$4,235,295</b>	<b>\$5,336,562</b>	<b>\$438,495</b>	<b>\$4,687,745</b>	<b>87.8%</b>	<b>\$646,076</b>

		PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<b><u>CONTRACT SERVICE DIVISION</u></b>							
10-520-5101	Grant Administration	28,000	0			n/a	0
10-520-5102	Accounting/Audit	19,399	25,000	0	24,989	100.0%	11
10-520-5103	Engineering	147,844	220,000	20,905	184,738	84.0%	35,262
10-520-5104	Legal	64,073	100,000	9,596	60,739	60.7%	39,261
10-520-5105	Tax Appraisal-HCAD	47,732	63,000	0	58,795	93.3%	4,205
10-520-5107	Animal Control	520	2,300	0	3,716	161.6%	(1,416)
10-520-5108	IT Hardware/Software & Support	20,998	41,200	0	16,692	40.5%	24,508
10-520-5110	Mosquito Control	17,360	24,000	4,180	21,540	89.8%	2,460
<b>TOTAL CONTRACT SERVICE DIVISION:</b>		<b>\$345,925</b>	<b>\$475,500</b>	<b>\$34,681</b>	<b>\$371,210</b>	<b>78.1%</b>	<b>\$104,290</b>
<b><u>BUILDING SERVICE DIVISION</u></b>							
<b><u>Building &amp; Inspection Services</u></b>							
10-530-5152	Drainage Reviews	104,734	103,000	12,944	97,849	95.0%	5,151
10-530-5153	Electrical Inspections	18,090	15,000	2,565	18,180	121.2%	(3,180)
10-530-5154	Plat Reviews	0	500	0	0	0.0%	500
10-530-5155	Plan Reviews	36,000	50,000	4,000	36,000	72.0%	14,000
10-530-5156	Plumbing Inspections	19,800	18,000	3,060	21,780	121.0%	(3,780)
10-530-5157	Structural Inspections	25,740	30,000	4,410	30,555	101.9%	(555)
10-530-5158	Urban Forester	41,600	45,000	0	30,400	67.6%	14,600
10-530-5160	Mechanical Inspections	9,180	8,500	810	5,895	69.4%	2,605
<b>Building and Inspection Services:</b>		<b>255,144</b>	<b>270,000</b>	<b>27,789</b>	<b>240,659</b>	<b>89.1%</b>	<b>29,341</b>
<b><u>Supplies and Office Expenditures</u></b>							
10-530-5204	Dues & Subscriptions	0	500	0	0	0.0%	500
10-530-5206	Legal Notices			0	2,255	n/a	
10-530-5207	Misc Supplies	300	1,000	0	735	73.5%	265
10-530-5209	Office Equipment & Maintenance		500	0	0	0.0%	500
10-530-5211	Meeting Supplies	81	900	0	0	0.0%	900
10-530-5213	Office Supplies	498					
10-530-5215	Travel & Training		300	0	0	0.0%	300
<b>Supplies and Office Expenditures:</b>		<b>880</b>	<b>3,200</b>	<b>0</b>	<b>2,990</b>	<b>93.4%</b>	<b>2,465</b>
<b><u>Insurance</u></b>							
10-530-5403	Credit Card Charges	23,975	29,000	1,163	12,509	43.1%	16,491
<b>Insurance:</b>		<b>23,975</b>	<b>29,000</b>	<b>1,163</b>	<b>12,509</b>	<b>43.1%</b>	<b>16,491</b>
<b>TOTAL BUILDING SERVICE DIVISION:</b>		<b>\$279,999</b>	<b>\$302,200</b>	<b>\$28,952</b>	<b>\$256,158</b>	<b>84.8%</b>	<b>\$48,296</b>

		PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<b>GENERAL GOVERNMENT DIVISION</b>							
<u>Administrative Expenditures</u>							
10-540-5108	Information Technology	17,242	22,000	3,357	40,678	184.9%	(18,678)
10-540-5201	Administrative/Professional Fe		0	5,200	9,105	n/a	(9,105)
10-540-5202	Auto Allowance/Mileage	8,323	7,200	687	7,171	99.6%	29
10-540-5203	Bank Fees	2,034	3,000	61	721	24.0%	2,279
10-540-5204	Dues/Seminars/Subscriptions	3,441	3,600	229	3,422	95.1%	178
10-540-5205	Elections	619	3,000	0	489	16.3%	2,511
10-540-5206	Legal Notices	3,959	3,500	0	4,732	135.2%	(1,232)
10-540-5207	Miscellaneous	1,617	5,000	0	633	12.7%	4,367
10-540-5208	Citizen Communication	3,888	5,000	0	4,691	93.8%	309
10-540-5209	Office Equipment & Maintenance	5,712	10,000	2,810	6,556	65.6%	3,444
10-540-5210	Postage	1,368	2,000	0	232	11.6%	1,768
10-540-5211	Meeting Supplies	2,427	7,500	1,891	8,090	107.9%	(590)
10-540-5212	Rent/Leasehold/Furniture	115,224	146,000	640	111,786	76.6%	34,214
10-540-5213	Supplies/Storage	9,342	10,000	1,212	28,697	287.0%	(18,697)
10-540-5214	Telecommunications	7,132	16,000	1,382	10,835	67.7%	5,165
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
<b>Administrative Expenditures:</b>		<b>182,509</b>	<b>248,300</b>	<b>17,468</b>	<b>237,839</b>	<b>95.8%</b>	<b>10,461</b>
<u>Wages &amp; Benefits</u>							
10-540-5301	Gross Wages	469,368	662,745	46,016	477,150	72.0%	185,595
10-540-5302	Overtime/Severance	2,362	20,809	0	2,074	10.0%	18,735
10-540-5303	Temporary Personnel	5,595	0	0	0	n/a	0
10-540-5306	FICA/Med/FUTA Payroll Tax Exp	36,896	50,035	3,490	37,195	74.3%	12,840
10-540-5310	TMRS (City Responsibility)	48,203	138,135	9,623	101,250	73.3%	36,885
10-540-5311	Payroll Process Exp-Paychex	2,645	4,000	253	3,067	76.7%	934
<b>Wages &amp; Benefits:</b>		<b>565,069</b>	<b>875,724</b>	<b>59,382</b>	<b>620,736</b>	<b>70.9%</b>	<b>254,988</b>
<u>Insurance</u>							
10-540-5353	Employee Insurance	67,517	88,836	3,816	62,521	70.4%	26,315
10-540-5354	General Liability	11,472	10,000	5,884	6,884	68.8%	3,116
10-540-5356	Workman's Compensation	(33)	4,000	3,826	3,850	96.2%	150
<b>Insurance:</b>		<b>78,956</b>	<b>102,836</b>	<b>13,526</b>	<b>73,255</b>	<b>71.2%</b>	<b>29,581</b>
<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			n/a	
<b>Intergovernmental:</b>		<b>1,199</b>	<b>1,200</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>1,200</b>
<b>TOTAL GENERAL GOVERNMENT DIVISION:</b>		<b>\$827,733</b>	<b>\$1,228,060</b>	<b>\$90,375</b>	<b>\$931,830</b>	<b>75.9%</b>	<b>\$296,230</b>

		PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<b><u>MUNICIPAL COURT DIVISION</u></b>							
<u>Supplies &amp; Office Expenditures</u>							
10-550-5207	Misc Supplies	232	250	0	0	n/a	250
10-550-5211	Meeting Supplies		2,000	0	0	n/a	2,000
10-550-5213	Office Supplies			0	1,029	n/a	
10-550-5215	Travel & Training	399	1,750	150	650	n/a	1,100
	<b>Supplies and Office Expenditures:</b>	<b>631</b>	<b>4,000</b>	<b>150</b>	<b>1,679</b>	<b>n/a</b>	<b>3,350</b>
<u>Insurance</u>							
10-550-5353	Employee Insurance		0			n/a	0
	<b>Insurance:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>n/a</b>	<b>0</b>
<u>Court Operations</u>							
10-550-5403	Credit Card Charges	3,269	6,510	333	4,373	67.2%	2,137
10-550-5404	Judge/Prosecutor/Interpreter	22,825	25,000	2,150	14,200	56.8%	10,800
	<b>Court Operations:</b>	<b>26,094</b>	<b>31,510</b>	<b>2,483</b>	<b>18,573</b>	<b>58.9%</b>	<b>12,937</b>
	<b>TOTAL MUNICIPAL COURT DIVISION:</b>	<b>\$26,725</b>	<b>\$35,510</b>	<b>\$2,633</b>	<b>\$20,251</b>	<b>57.0%</b>	<b>\$16,287</b>
<b><u>PUBLIC WORKS MAINTENANCE DIVISION</u></b>							
<u>Supplies &amp; Office Expenditures</u>							
10-560-5108	Information Technology	1,302	0	0	3,044		(3,044)
10-560-5207	Misc Supplies	1,888	500	0	88	17.6%	412
10-560-5209	Office Equipment & Maintenance	4,805	0			n/a	0
10-560-5215	Travel & Training		1,000	0	0	n/a	1,000
	<b>Supplies and Office Expenditures:</b>	<b>7,995</b>	<b>1,500</b>	<b>0</b>	<b>3,132</b>	<b>208.8%</b>	<b>(1,632)</b>
<u>Insurance</u>							
10-560-5353	Employee Insurance		0			n/a	0
	<b>Insurance:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>n/a</b>	<b>0</b>
<u>Maintenance &amp; Repair</u>							
10-560-5501	TCEQ & Harris CO Permits	100	0	0	1,766	n/a	(1,766)
10-560-5504	Landscaping Maintenance	37,522	1,850	11,297	82,454	4457.0%	(80,604)
10-560-5505	Fuel & Oil	395	165,000	118	1,587	1.0%	163,413
10-560-5506	Right of Way Mowing	72,888	1,000	0	22,380	2238.0%	(21,380)
10-560-5507	Traffic Control	5,529	15,000	0	25,946	173.0%	(10,946)
10-560-5508	Water Utilities	7,083	2,800	586	5,744	205.1%	(2,944)
10-560-5509	Tree Care/Removal	24,860	16,000	1,539	53,109	331.9%	(37,109)
10-560-5510	Road/Drainage Maintenance	4,259	1,500	0	3,301	220.1%	(1,801)
10-560-5515	Community Beautification	17,445	100,000	3,250	35,831	35.8%	64,169
10-560-5516	Equipment Maintenance	1,545	3,000	288	1,462	48.7%	1,538
10-560-5517	Street Maintenance	1,793	10,000	0	7,619	76.2%	2,381
	<b>Maintenance and Repair:</b>	<b>173,419</b>	<b>316,150</b>	<b>17,078</b>	<b>241,199</b>	<b>76.3%</b>	<b>74,951</b>
<u>OTHER EXPENSES</u>							
10-560-5600	CAPITAL EQUIPMENT	12,750				n/a	
	<b>Other Expenses:</b>	<b>12,750</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>n/a</b>	<b>0</b>
	<b>TOTAL PUBLIC WORKS DIVISION:</b>	<b>\$194,164</b>	<b>\$317,650</b>	<b>\$17,078</b>	<b>\$244,331</b>	<b>76.9%</b>	<b>\$73,319</b>



		<b>PRIOR YTD</b>	<b>CURRENT BUDGET</b>	<b>MONTHLY ACTUAL</b>	<b>YTD ACTUAL</b>	<b>% BUDGET</b>	<b>BUDGET BALANCE</b>
<b><u>CAPITAL OUTLAY PROGRAMS</u></b>							
<u>General Capital / Maintenance Programs</u>							
10-570-5602	Drainage Ditch Maintenance		0				0
10-570-5606	Road/Drainage Projects		0			n/a	0
10-570-5701	2019 Maintenance Projects		0			n/a	0
10-570-5702	2020 Paving Improvements	27,151	0			n/a	0
10-570-5703	2021 Paving Improvements		0			n/a	0
10-570-5806	Drainage and Sidewalks		0			n/a	0
		<b>27,151</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>n/a</b>	<b>0</b>
<u>Major Capital / Maintenance Programs</u>							
	Surrey Oaks		0			n/a	0
10-570-5808	Wilding Lane	0	0			n/a	0
10-580-5809	96" Stormwater Replacement	1,492,147	0	0	195,501	n/a	(195,501)
10-580-5810	Tokeneke - Country Squire	307,085	0	0	0	n/a	
10-580-5811	Capital Programming	131,126	2,462,900	185,347	558,711	22.7%	
10-580-5821	Williamsburg	40,804	0			n/a	
10-580-5822	Bothwell Way					n/a	
10-580-5823	Windermere Outfall Project					n/a	
10-580-5824	Smithdale Landscape/Sidewalk					n/a	
10-580-5825	Community Beautification	104,255	0	0	6,894	n/a	
10-580-5826	Harris Co. Signal Participation		0			n/a	
	Capital Programming		0			n/a	
		<b>2,075,417</b>	<b>2,462,900</b>	<b>185,347</b>	<b>761,105</b>	<b>30.9%</b>	<b>(195,501)</b>
<b>TOTAL CAPITAL OUTLAY PROGRAMS:</b>		<b>\$2,102,568</b>	<b>\$2,462,900</b>	<b>\$185,347</b>	<b>\$761,105</b>	<b>30.9%</b>	<b>(\$195,501)</b>
<b>TOTAL EXPENDITURES:</b>		<b>\$8,012,409</b>	<b>\$10,158,382</b>	<b>\$797,561</b>	<b>\$7,272,631</b>	<b>71.6%</b>	<b>\$988,998</b>



# Piney Point Village TEXAS

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

### DEBT SERVICE FUND

	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<b>REVENUES</b>						
PROPERTY TAXES	922,366.02	881,050	0	878,016	99.7%	3,034
<i>Total Property Tax :</i>	922,366	881,050	0	878,016	99.7%	3,034
INTEREST	44,627	15,000	1,057	19,800	132.0%	(4,800)
<b>TOTAL OPERATING</b>	<b>966,993</b>	<b>896,050</b>	<b>1,057</b>	<b>897,816</b>	<b>100.2%</b>	<b>(1,766)</b>
<b>TOTAL REVENUES</b>	<b>\$966,993</b>	<b>\$896,050</b>	<b>\$1,057</b>	<b>\$897,816</b>	<b>100.2%</b>	<b>(\$1,766)</b>
	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<b>EXPENDITURES</b>						
TAX BOND PRINCIPAL	790,000	820,000	0	820,000	100.0%	0
TAX BOND INTEREST	84,950	61,050	0	61,050	100.0%	0
FISCAL AGENT FEES	3,000	4,000	0	3,150	78.8%	850
<b>OPERATING EXPENDITURES</b>	<b>877,950</b>	<b>885,050</b>	<b>0</b>	<b>884,200</b>	<b>99.9%</b>	<b>850</b>
<b>TOTAL EXPENDITURES</b>	<b>\$877,950</b>	<b>\$885,050</b>	<b>\$0</b>	<b>\$884,200</b>	<b>99.9%</b>	<b>\$850</b>
REVENUE OVER/(UNDER) EXPENDITURES	89,043	11,000	1,057	13,616		

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

Prepared by: J Matelske, Tax Assessor/Collector

A. Current Taxable Value    \$    3,140,468,969

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

	Current 2024 Tax Year	Delinquent 2023 & Prior Tax Years	Total
Original Levy 0.25514	\$ 7,743,622.72	\$ 7,602,266.60	\$ 15,345,889.32
Carryover Balance	-	142,575.84	142,575.84
Adjustments	268,969.93	203,942.15	472,912.08
Adjusted Levy	8,012,592.65	7,948,784.59	15,961,377.24
Less Collections Y-T-D	4,851.10	7,767,468.38	7,772,319.48
Receivable Balance	<u>\$ 8,007,741.55</u>	<u>\$ 181,316.21</u>	<u>\$ 8,189,057.76</u>

C. COLLECTION RECAP:

Current Month:	Current 2024 Tax Year	Delinquent 2023 & Prior Tax Years	Total
Base Tax	\$ 4,851.10	\$ (3,643.20)	\$ 1,207.90
Penalty & Interest	-	-	-
Attorney Fees	-	-	-
Other Fees	-	-	-
Total Collections	<u>\$ 4,851.10</u>	<u>\$ (3,643.20)</u>	<u>\$ 1,207.90</u>

Year-To-Date:	Current 2024 Tax Year	Delinquent 2023 & Prior Tax Years	Total
Base Tax:	\$ 4,851.10	\$ 7,767,468.38	\$ 7,772,319.48
Penalty & Interest	-	47,896.43	47,896.43
Attorney Fees	-	11,930.87	11,930.87
Other Fees	-	83.59	83.59
Total Collections	<u>\$ 4,851.10</u>	<u>\$ 7,827,379.27</u>	<u>\$ 7,832,230.37</u>

Percent of Adjusted Levy	<u>0.06%</u>	<u>97.75%</u>
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**City of Piney Point Village**  
**Tax A/R Summary by Year**  
**October 31, 2024**

YEAR	BEGINNING BALANCE AS OF 12/31/2023	ADJUSTMENTS	COLLECTIONS	ENDING BALANCE AS OF 10/31/2024
2023	\$ 7,602,266.60	\$ 224,925.39	\$ 7,779,942.45	\$ 47,249.54
22	34,483.77	(17,844.86)	(10,335.36)	\$ 26,974.27
21	25,589.37	(2,554.47)	(2,268.60)	25,303.50
20	16,377.43	-	-	16,377.43
19	16,339.74	(499.88)	(498.02)	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	-	44.68	44.68	-
01	-	44.68	44.68	-
00	-	44.68	44.68	-
1999	-	40.08	40.08	-
98	-	32.42	32.42	-
	<u>\$ 7,744,842.44</u>	<u>\$ 203,942.15</u>	<u>\$ 7,767,468.38</u>	<u>\$ 181,316.21</u>

## **GOLF CARTS**

## ***ARTICLE IV. USE OF GOLF CARTS ON PUBLIC STREETS AND ROADS***

### **Sec. 40-80. Generally.**

The use of golf carts on public streets and roads within the city is permitted subject to the conditions and limitations provided below.

(Ord. No. 762, § 1, 12-7-2010)

### **Sec. 40-81. Excluded streets and roads.**

The use of golf carts is prohibited:

- (a) On the eastbound service road of Interstate Highway 10;
- (b) On Voss Road, except when crossing at its intersection with Beinhorn; and
- (c) On any street or road where the posted speed limit is greater than 35 miles per hour; and
- (d) On Memorial Drive except between Voss Road and Saddlewood Lane.

(Ord. No. 762, § 1, 12-7-2010)

### **Sec. 40-82. Golf carts defined.**

For the purpose of this article, the phrase "golf cart" means a motor vehicle designed by the manufacturer primarily for transporting persons on a golf course.

(Ord. No. 762, § 1, 12-7-2010)

### **Sec. 40-83. Required safety equipment.**

A golf cart shall not be operated on a public street or road in the city unless it has the following equipment in working order:

- (a) Headlamps;
- (b) Tail lamps;
- (c) Reflectors;
- (d) Parking brake;
- (e) Mirrors; and
- (f) A slow-moving vehicle emblem.

(Ord. No. 762, § 1, 12-7-2010)

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**Sec. 40-84. Operating requirements.**

- (a) The golf cart operator must have a valid driver's license and be 21 years of age or older.
- (b) The golf cart must be operated in compliance with all applicable traffic laws and regulations.

(Ord. No. 762, § 1, 12-7-2010)

**Sec. 40-85. Penalty.**

Any person who shall intentionally, knowingly, recklessly, or with criminal negligence violate any provision of this article, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount of not less than \$1.00 nor more than \$200.00.

(Ord. No. 762, § 2, 12-7-2010)

ORDINANCE NO. 21-023

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING "THE CODE OF THE CITY OF GALVESTON 1982, AS AMENDED", CHAPTER 34, "TRAFFIC" ARTICLE IX, "GOLF CARTS", OF THE CODE OF THE CITY OF GALVESTON, 1982, AS AMENDED, RELATING TO "GOLF CARTS, NEIGHBORHOOD ELECTRIC VEHICLES AND OFF HIGHWAY VEHICLES; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; PROVIDING FOR PENALTY FOR VIOLATION, AND PROVIDING FOR AN EFFECTIVE DATE.

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**WHEREAS**, there has been a proliferation in the use of golf carts and electric vehicles on the streets of the City of Galveston which has garnered the attention of the citizens of this City as well as that of City Council; and

**WHEREAS**, the use of these vehicles has grown and has had a negative impact on traffic in the City of Galveston, causing congestion and increasing the risk of accidents and injuries; and

**WHEREAS**, the Texas Transportation Code Sec. 551.304, provides the City may prohibit the operation of a neighborhood electric vehicle (NEV) on a street or highway if the governing body of the municipality determines that the prohibition is necessary in the interest of safety; and

**WHEREAS**, the Texas Transportation Code Sec. 551.403, provides the City may prohibit the operation of a golf cart on a street or highway if the governing body of the municipality determines that the prohibition is necessary in the interest of safety; and

**WHEREAS**, the Texas Transportation Code Sec. 551A.054, provides the City may prohibit the operation of an off highway vehicle on a street or highway if the governing body of the municipality determines that the prohibition is necessary in the interest of safety; and

**WHEREAS**, the City Council has determined that the operation of off highway vehicles on the streets of the City of Galveston should be prohibited in the interest of public safety; and

**WHEREAS**, the City Council has determined that there are certain streets within the City upon which golf carts and neighborhood electric vehicle cannot be operated safely and therefore their operation is prohibited on those streets, as specifically provided within this Ordinance below; and

**WHEREAS**, the City Council has determined that, given the traffic congestion in the City that golf carts and neighborhood electric vehicles can be operated safely only if they are equipped with certain equipment as specified within this Ordinance below; and

**WHEREAS**, the terms of the Ordinance will further enhance the City's ability to ensure equal enforcement of parking of golf carts and neighborhood electric vehicles in those areas where there is designated paid parking; and



**WHEREAS**, the office of the City Marshal is designated as the department to regulate permits for golf carts, neighborhood electric vehicles (NEV's), and off highway vehicles; and

**WHEREAS**, the City Council deems it in the public interest to amend the Code of the City of Galveston 1982, as amended", Chapter 34, "Traffic" Article IX, "Golf Carts" providing for clarification, definitions, amending requirements and locations of travel; providing for regulations pertaining to golf carts, neighborhood electric vehicles and off highway vehicles, and designating the City Marshal to regulate golf carts and neighborhood electric vehicles, and off highway vehicles, as provided in **Section 2** below.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:**

**SECTION 1.** The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

**SECTION 2.** Chapter 34, "Traffic" of "The Code of The City of Galveston 1982, as amended," is amended as follows:

**ARTICLE IX. – GOLF CARTS, NEIGHBORHOOD ELECTRIC VEHICLES, & OFF HIGHWAY VEHICLES.**

**Sec. 34-202. - Definitions.**

As used in this Article, the following terms shall have the meanings respectively ascribed to them in this section:

*Commercial Owner: an individual, or entity which owns or operates golf carts and/or NEV's for the purpose of sale, lease, or rental.*

*Department: The Marshal's Office, or as otherwise designated by the City Manager.*

*Director: the Department Director designated by the City Manager.*

*Golf Carts: means a motor vehicle designed by the manufacturer primarily for use on a golf course pursuant to Texas Transportation Code 551.401. As used in this chapter the term "golf cart" shall include Neighborhood Electric Vehicles.*

*Neighborhood electric vehicle aka "NEV" means a vehicle that can attain a maximum speed of 35 miles per hour on a paved level surface as defined in Texas Transportation Code 55.301 and otherwise complies with Federal Motor Vehicle Safety Standard 500 (49 C.F.R. Section 571.500).*

*Off-highway vehicle: means an all-terrain vehicle, recreational off-highway vehicle, or utility vehicle pursuant to Texas Transportation Code Ch. 551A.*

Private Owner: an individual, who owns a golf cart and/or NEV for personal use.

**Sec. 34-202-203. - Prohibited ~~on public~~ streets.**

(a) Off highway vehicles may not be operated on public roads or on the beach within the City of Galveston; this prohibition does not extend to uses by governmental entities.

(b) Neither NEVs nor golf carts are not permitted on public streets as follows:

- (1) Where the posted speed limit exceeds thirty-five (35) miles per hour;
- (2) Avenue "O" between 53rd and 15th Streets and Avenue "P", between 19th and 53rd Streets; ~~or~~
- (3) The Pelican Island Causeway; and,
- (4) Streets which are designated as part of the state highway system, or as identified herein to include; but not limited, to the following:
  - a. State Highway (SH); 275: Harborside Drive from IH 45 to Ferry Road;
  - b. Spur 342: 61<sup>st</sup> Street from IH 45 to Seawall Blvd;
  - c. State Highway (SH); 87: Broadway Blvd from 59<sup>th</sup> Street to 6<sup>th</sup> Street, Seawall Blvd from 6<sup>th</sup> Street to Ferry Road and Ferry Road from Seawall Blvd to Ferry Landing;
  - d. Farm to Market Road (FM) 3005: Seawall Blvd west from 61<sup>st</sup> Street to the end of the Seawall Blvd then west on San Luis Pass Road all the way to the toll bridge;
  - e. Farm to Market Road (FM) 188: also known as Teichman Road;
  - f. Interstate Highway (IH): 45 Inbound from the city limits on the north side of the Causeway to 59<sup>th</sup> Street;
  - g. Park Road: At the State Park out west;
  - h. State Highway (SH): 168: Fort Point Road off of Ferry Road (leads to the Coast Guard Base).

(c) The prohibitions set out in the preceding subsection (b) are in addition to any prohibitions which exist under the laws of the State of Texas.

(3) Which are designated as part of the state highway system, including the "Pelican Island Causeway".

**Sec. 34 - 204. License Plates.**

(a) Except as provided, no golf cart may be operated in the City of Galveston without a license plate.

(b) No NEV may be operated in the City of Galveston unless it has been registered in accordance with the Texas Transportation Code.

(c) An all-terrain vehicle utilized by a governmental unit must have a license plate issued by the Texas Department of Motor Vehicles pursuant to state law.

(d) The license plate issued by the Texas Department of Motor Vehicles must be permanently affixed on the golf cart, or NEV, in the rear on the left side and must be unobstructed and clearly visible.

- (e) Golf carts operated exclusively in a Master Planned Community in accordance with state law are not required to obtain a license plate.

**Sec. 34-203. 205. - Registration permit Permit.**

Before any golf cart may be operated over the authorized streets and parking areas of the city, it must be registered and provided a permit with the police department of the city. Registration for a registration permit will consist of an annual fee of twenty-five dollars (\$25.00 which covers the administrative costs of such registration, to include a registration permit decal. The registration permit process includes the following specifics:

Before any golf cart or NEV may be operated over the authorized streets and parking areas of the city, it must be permitted with the Marshal's Office of the city of Galveston. The permit process includes the following:

- (1) Applicant shall complete the city-supplied registration permit application form, which shall contain the and provide proof of the following:
  - a. Name and address of the applicant owner.
  - b. Location where the vehicle is regularly stored overnight.
  - c. Model, make, name, current color photo and golf cart identification number of each golf cart or NEV. Current driver's license number of owner.
  - d. If applicable, the license plate number of the vehicle on the plate obtained from the Texas Department of Motor Vehicles;
  - e. Proof of financial responsibility consistent with the minimum requirements of the Texas Transportation Code, as amended, for operation of motor vehicles.
  - f. Golf cart/NEV inspection certificate from a city approved golf cart inspection site .
    - i. The inspection certificate shall have an embossed seal or other inspection site identification attached to, affixed, or otherwise made a part of the inspection certificate.
    - ii. A list of approved inspection sites may be obtained from the Marshal's Office or as determined by the City Manager.
  - g. If applicable, proof of registration with the Texas Department of Motor Vehicles;
  - h. Valid driver's license number of the owner.
  - i. Other information which the city may require.

Statement that all operators are required to be licensed pursuant to V.T.C.A., Transportation Code §§ 521.001(3) and 521.021, as amended, and that all equipment required herein is installed and will be kept current during the registration period.

- f. Statement that the registration permit holder and any user shall indemnify and hold harmless the city for any and all civil liability associated with said registration waives any and all rights to sue or allow subrogation by insurance company.

- (2) The permit applicant shall:

- a. A private owner shall pay an annual fee of twenty-five dollars (\$25.00).
- b. A commercial owner shall pay an annual fee of one hundred fifty dollars (150.00).
- c. Read, Affirm and Sign:

- i. That all operators will be licensed pursuant to the Texas Transportation Code.
- ii. That all equipment required herein is installed and will be kept current and maintained.
- iii. That the permit holder and any user shall indemnify and hold harmless the City of Galveston for any and all civil liability associated with said permit, waives any and all rights to sue, or allow subrogation by an insurance company.

The registration permit application shall be:

- a. Accompanied by a fee of twenty five dollars (\$25.00).
  - b. Accompanied by proof of financial responsibility consistent with the minimum requirements of V.T.C.A., Transportation Code § 601.051, as amended, for operation of motor vehicles. Applicant owner must also show their original driver's license and shall provide copies of the both the owner's drivers license and proof of financial responsibility.
  - c. Signed by the applicant owner
- (3) Upon issuance, the registration permit decal shall be attached and displayed upon the right left front panel (driver's side) of the golf cart / NEV so as to be clearly visible.
- (4) The registration permit shall be effective for one (1) year from the date of registration, permit, or such time as revoked or the golf cart is transferred to a new owner.
- (5) There shall be a dual registration permit process, whereby registration permits shall be issued principally for operation east of 103rd Street or west of 103rd Street.
- a. Registration permit applications for operation east of 103rd Street shall require applicants to verify that they have already added the additional safety equipment required for such operation by subsection 34-206(b).
  - b. Registration permits for operation:
    - 1. East of 103rd Street shall be issued a green color permit registration decal.
    - 2. West of 103rd Street shall be issued a red color permit registration decal.
  - c. Golf carts that are registered for operation east of 103rd Street may also be operated west of 103rd Street. Golf carts that are registered for operation west of 103rd Street may not be operated east of 103rd Street.

#### Sec. 34-204.206. - Revocation.

The registration permit may be revoked if:

- (1) The owner or driver of a golf cart / NEV fails to abide by the rules and regulations of this chapter.
- (2) The owner or driver of a golf cart NEV fails to abide by the traffic laws and the use of a golf cart / NEV on any authorized street or parking area.

- (3) The owner fails to maintain proof of financial responsibility during the entire permit ~~registration~~ period.

**Sec. 34-~~205-207~~. - Transfer.**

The ~~registration~~ permit is not transferable. Upon ~~the~~ transfer of ownership of ~~the a~~ golf cart ~~/NEV~~ to a person who intends to operate it over authorized streets and parking areas, the new owner must ~~register~~ ~~obtain a~~ permit ~~for~~ the ~~golf cart /NEV~~ and pay the ~~registration~~ permit fee.

~~as outlined hereinabove in section 34-203.~~

**Sec. 34-~~206. 208.~~- Required equipment for ~~golf cart or NEV registration permits.~~**

- (a) A ~~golf cart/NEV~~ must be equipped with the following minimum equipment as mandated by ~~V.T.C.A., the Texas~~ Transportation Code §~~551.404(a)~~ as amended and/or required by the city. ~~All safety equipment shall be maintained as provided by the Texas transportation code or applicable city ordinance: to be eligible for a registration permit:~~

- (1) ~~O~~perational headlamps;□
- (2) ~~O~~perational tail lamps;□
- (3) ~~S~~ide reflectors;□
- (4) ~~O~~perational parking brake;
- (5) ~~R~~earview mirror(s);
- (6) Slow moving vehicle sign (~~decal/emblem~~) having a reflective surface designed to be clearly visible in daylight or at night from the light of standard headlamps at a distance of at least five hundred (500) feet and shall be mounted base down on the rear of the vehicle at a height from ~~three (3) to five (5)~~ ~~two (2) to four (4)~~ feet above the road surface and shall be maintained in a clean reflective condition.

- ~~(b) Additionally, golf carts registered for operation principally east of 103rd Street must also be equipped with:~~

- ~~(1) (7)~~ Turn signals;
- ~~(2) (8)~~ Horn;
- ~~(3) (9)~~ Brake lights; and
- ~~(4) (10)~~ ~~S~~eat belts ~~for the driver and each passenger.~~

~~Equipment and its installation must meet standards provided by the state transportation code, as amended.~~

- ~~(c) All such safety equipment shall be maintained as provided by the state traffic laws within the state transportation code, as amended.~~

**Sec. 34-~~207 209.~~- Operation regulations.**

- (a) All drivers must be licensed to operate a motor vehicle as provided by ~~the V.T.C.A., Texas~~ Transportation Code §~~521.021~~, as amended and carry a valid driver's license ~~as provided by V.T.C.A., Transportation Code § 521.025.~~
- (b) All drivers of golf carts ~~/NEVs~~ shall abide by all traffic regulations applicable to vehicular traffic when using the authorized streets and parking areas of the city.
- (c) Golf carts ~~/NEVs~~ shall not be operated ~~or parked~~ on sidewalks at any time.

- (d) The authorized driver of a golf cart /NEV operating the golf cart / NEV on a street (as defined herein) can cross an excluded street as provided in section 34-202, herein, but otherwise may not operate a golf cart/NEV on any excluded street.
- (e) Golf carts /NEV's ~~are~~ prohibited from pulling trailers, boats, jet skis, other objects or people on public streets and the right-of-way.
- (f) The number of occupants in a golf cart /NEV shall be limited to the number of persons for whom seating is installed and provided on the golf cart;
- ~~(f)~~(g) Driver and passengers shall:
- (1) Be limited to limited to the seating capacity as designed by the manufacturer; or
  - (2) Be seated at all times while the cart is in motion and no part of the body of the operator or occupant shall extend outside the perimeter of the golf cart /NEV's while the cart is being operated. The operator shall not permit any occupant of the cart to ride in the lap of any occupant while the cart is in motion;
  - (3) All Occupants, including Children, shall If under the age of seven (7), be restrained by either a adult or by a seatbelt, in accordance with the Texas Transportation Code, and applicable Texas Occupant Restraint laws.
  - (4) If over the age of seven (7), use seatbelts when operating a golf cart east of 103rd Street.
- ~~(gh)~~ Drivers shall maintain financial responsibility as required for other passenger vehicles in accordance with the Texas V.T.C.A., Transportation Code. § 601.051.
- (i) Golf carts must operate only in the right hand lane of multi lane city streets.
- (j) Golf carts shall be parked parallel to the curb, or as otherwise regulated.

#### **Sec. 34 -210. – Information to be provided for golf cart rentals.**

- (a) Any vendor who rents or leases a golf cart must provide to the lessee or renter of the cart the following information:
- a. A list of the streets in the City of Galveston on which the golf cart is prohibited;
  - b. A notice permanently affixed and displayed that seat belts are required to be worn by every occupant of the vehicle while the vehicle is in operation;
  - c. A notice permanently affixed and displayed that the vehicle is to operate only in the right lane of a multi lane street.

#### **Sec. 34 - 211. Penalties.**

Any person who violates the terms of this chapter shall be penalized as follows.

In addition to traffic violations for which the owner or driver of the golf cart may be subject to pursuant to state law, violations of this article are unlawful and a misdemeanor offense punishable as follows:

- ~~(1)~~ Violations of section 34-203 shall be punishable by a fine not exceeding fifty dollars (\$50.00). Each day a violation continues shall constitute a separate offense.
- ~~(2)~~ Violations of subsections 34-207(e) or 34-207(f) shall be punishable by a fine not exceeding two hundred dollars (\$200.00).

Any person who violates this Chapter shall be guilty of a misdemeanor offense punishable by a fine not to exceed two hundred dollars (\$200.00). Each day a violation continues shall constitute a separate offense.

**Sec. 34-212 - 34-229 – Reserved.**

**SECTION 3.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

**SECTION 4.** All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

**SECTION 5.** All Ordinances of general and permanent nature, and amendments to such Ordinances, hereinafter adopted by the City Council, shall be drafted, so far as possible, as specific amendments of, or additions to, this Code. Amendments to this Code are intended for publication to the Galveston City Code. The Codifier is authorized pursuant to the Galveston City Code to make non-substantive changes to the Ordinance prior to publishing.

**SECTION 6.** In accordance with the provisions of Sections 12 and 13 of Article II of the City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

**SECTION 7.** This Ordinance shall be and become effective on, from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

\_\_\_\_\_  
DONNA M. FAIRWEATHER  
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular meeting held on June 24, 2021, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Secretary for the City Council  
Of the City of Galveston

TO: City Council

FROM: R. Pennington, City Administrator  
D. Olson, City Attorney

MEETING DATE: November 18, 2024

SUBJECT: Consideration and possible action regarding current allowances for the Special Use Permit pertaining to Ecclesia Church.

**Agenda Item: 16**

**Informational Summary**

Special Use Permits (SUPs) in R1 zones typically follow a structured approval process, beginning with an application submission to the city's planning department. This is followed by a review conducted by the Planning and Zoning Commission, after which public hearings are held with notifications sent to nearby property owners. The final step in the approval process is obtaining approval from the City Council. Once approved, SUPs are enforced through various methods. The City Council may impose specific conditions on the SUP to ensure compatibility with surrounding uses and preserve public health, safety, and welfare. These conditions become legally binding requirements that the property owner must comply with. Compliance monitoring is carried out by code enforcement officers who maintain records of all granted SUPs and may conduct regular inspections to ensure ongoing compliance with permit conditions.



TO: City Council

FROM: R. Pennington, City Administrator

MEETING DATE: November 18, 2024

SUBJECT: Consideration and possible action regarding traffic enhancements for vehicles exiting Saint Francis Episcopal Church and School onto Piney Point Road.

**Agenda Item: 17**

**Informational Summary**

This item was requested by a member of the council, and the council has agreed to further discussion. SFEC, at times, has traffic congestion due to activities and school drop-offs, but it has alleviated this issue with police directing traffic. This discussion includes the possibility of eliminating left turns onto Piney Point Road, which can significantly improve traffic flow and safety. By prohibiting left turns at SFEC drive intersections, congestion is theoretically reduced, allowing more time for "through" traffic. This also prevents left-turning vehicles from blocking lanes while waiting for gaps in oncoming traffic, resulting in smoother and more efficient movement through intersections.

Additionally, restricting left turns decreases the number of conflict points between vehicles, which are often linked to left-turn maneuvers, thus lowering the likelihood of severe accidents.

While some drivers may experience longer routes due to these restrictions, it is understood that the overall efficiency often leads to shorter travel times. For instance, UPS has successfully implemented a "no left turn" policy for its delivery drivers, resulting in significant fuel savings and increased delivery capacity.

The implementation of left-turn restrictions can enhance traffic flow and safety. However, it is important for us to evaluate whether this will cause additional traffic problems, such as diverting traffic to Memorial/San Felipe, potentially affecting Kinkaid School traffic, or diverting traffic onto neighborhood streets.

TO: City Council

FROM: R. Pennington, City Administrator

MEETING DATE: November 18, 2024

SUBJECT: Discuss proposed pet restraint regulations or measures to mitigate animal attacks.

**Agenda Item: 18**

**Informational Summary**

A member requested this item from the council, and the council has agreed to further discussion. This agenda item explores potential policies and guidelines to ensure responsible pet ownership and reduce incidents involving aggressive animals in our community. The comprehensive discussion will include various aspects of pet control, including leash laws, as well as enhanced enforcement measures. The discussion is to cover potential educational initiatives for pet owners and the general public about animal behavior and safety. This discussion is crucial for balancing the rights of pet owners with the safety concerns of the broader community, and input from various stakeholders will be welcomed to help shape effective and fair regulations.

**Current PPV Ordinance Regulations:**

***Sec. 6-99. - Failure to control dogs.***

- a) It shall be unlawful for any person, whether as owner or keeper, having control of a dog by voice and sight control or under leash to fail to control such dog's behavior when such behavior places another person in actual or apparent danger of bodily harm.*
- b) It shall be a defense to prosecution under this section if it can be shown that the failure of the owner or keeper to control such dog's behavior was necessary because:
  - 1) The owner or keeper was in immediate danger of physical harm and such dog's behavior was necessary for such owner or keeper's self-defense; or*
  - 2) The owner or keeper of such dog was in immediate danger of loss or destruction of property and such dog's behavior was necessary for the preservation of such property.**

**Other Village/City Policies:**

- **Bunker Hill Village:** Bunker Hill enforces leash laws to ensure public safety and responsible pet ownership. Dogs must be under direct control outside the owner's property, restrained by a leash, chain, or cord not exceeding 15 feet. This applies to all public areas, with exceptions for organized activities like training and exhibitions. There are additional

regulations for dangerous dogs, including microchipping, registration, secure enclosures, and muzzle use. Households are limited to a maximum of three dogs to maintain community safety.

- Hunters Creek Village: The city has previously discussed the issue, but a leash law proposal has failed.
- Hedwig Village: Dog owners must prevent their pets from running loose. When off their property, dogs must be under the control of the owner, a family member, or a designated person. Failing to do so is unlawful. Additionally, individuals cannot own more than three dogs over six months old if they are within 150 feet of a residential dwelling that doesn't belong to them.
- City of Houston: Houston has a "running at large" ordinance that requires dog owners to maintain physical control over their dogs unless they're confined to an area where they can't access streets or sidewalks.
- City of Bellaire: In Bellaire, dog owners must keep their pets on a leash, chain, rope, or cord no longer than ten feet, except in designated areas of Lafayette Park. Dangerous or vicious animals are not allowed within city limits. Owners must keep these dogs muzzled or confined securely, or on a strong leash. Additionally, households are limited to a maximum of three dogs.
- West U: Log is considered "at large" without a securely attached leash held by a person of competent strength to hold and control the animal or fastened in a manner to prevent the animal from leaving.

# **Review of Animal Control & Leash Laws in City of Piney Point Village and Surrounding Cities**

**Requested Review:** At the October City Council meeting, council members requested a review of the City's leash laws to potentially deliberate on whether any changes to the current City ordinances need to be made. The following review contains all related ordinances for the City of Piney Point Village, along with a summary of how other surrounding Villages formally handle this issue.

## **Summary of City of Piney Point Village Animal Ordinances:**

- Prohibits the keeping of any wild animals, as well as excessive noise by domestic animals;
- Prohibits animals "running at large", which
  - includes dogs who are either on leashes OR who are under "voice and sight control of its owner or keeper", BUT
  - excludes domestic cats, dogs on private property owned by the owner or keeper of such dog (but not necessarily just in the "backyard"), as well as dogs inside vehicles on public property.
- Voice and sight control is further defined as (1) being in eye view so the owner/keeper can instantly notice the dog's behavior and (2) within the dog's hearing range so the owner/keeper can direct the animal's behavior by voice command. The ordinance further states that the owner/keeper must have "present, continuous and immediate control" over the dog.
- Makes it unlawful for an owner to fail to control their dog's behavior when such behavior puts another person in actual or apparent danger of bodily harm, except for situations of self-defense of the owner or the owner's property.
- Defines the authority and responsibilities of the City's "humane officer" to take possession of animals running at large and for rabies control. Describes the process for impoundment, the time period animals are subject to impoundment, redemption by owners, and tickets/summons to be issued. Describes process for rabies checks in specific cases of impoundment and/or animal bites.
- Requires the vaccination and tagging of all dogs and cats over 4 months old.
- Declares it unlawful, with penalty, for any person to own or keep a vicious domestic animal (defined as one that has bitten, scratched or attacked any person or other animal that was not provoked or due to defense its owner or owner's property) unless that animal is kept in an enclosed area or is under leash control of its owner/keeper. Failure to contain a vicious domestic animal is subject to "abatement by the city in the manner required by law".
- Animals that have bitten, scratched or attacked a person, or animals suspected of having rabies, shall be reported to the humane officer and such animal shall be turned over to the humane office for quarantine.

## **Possible Issues with Current Ordinance:**

- The City should review the ordinances to ensure the "humane officer" authority and functions, along with procedures for impounding animals for suspected rabies or bites/scratches align with current practices and state requirements.

## **Summary of Substantive Ordinances In Surrounding Villages That Differ From The City of Piney Point Village**

- Requires all dogs on private property not owned by the dog's owner, or on public property or city streets to be leashed or "under the physical restraint of its owner" (Bunker Hill, Hedwig Village; NOTE: Hunter's Creek uses same "under voice and sight control" OR under leash rules as COPPV)

- Requires all dogs and cats kept in the City to be licensed on an annual basis , with a required registration fee(Bunker Hill; Hedwig Village)
- Establishes a process for declaring an animal to be a “vicious domestic animal” by declaration of the mayor (Bunker Hill)
- Expands on the types of animal-related activities considered to be a nuisance, and allows for the impoundment (and possible destruction) of such animals (Bunker Hill)
- Detailed penalties for cat/dog bites (2<sup>nd</sup> bite rule) (Hunters Creek):

**Sec. 8-108. Dog or cat bites.**

(a) The owner of any dog or cat that bites any person not engaged in the commission of a crime on public property or on private property not belonging to the owner shall be guilty of a misdemeanor. Upon conviction for a second violation of this article, the dog or cat which for the second time has bitten a person shall be impounded and destroyed and the owner thereof shall be guilty of a misdemeanor.

(b) The owner of any dog or cat that molests or attempts to bite any person not engaged in the commission of a crime on public property or on private property not belonging to the owner shall be guilty of a misdemeanor.

(c) The owner of any dog or cat that bites, injures or kills any fowl or domestic animal on any public property or on any private property not belonging to the owner shall be guilty of a misdemeanor.

- Limits the number of dogs and cats kept on any given property (Bunker Hill); limits the number of dogs on any property to 3 (Hedwig Village)
- No hooved animals or fowl shall be domiciled (Bunker Hill); also, no livestock (Hunters Creek, Hedwig Village). Limits the number of equine or bovine animals per property (Hunters Creek); also, no bees or bee hives within 250 feet of buildings, residences, schools, churches (Hedwig Village)
- Designates the entire city as a bird sanctuary, thereby prohibiting hunting, trapping or shooting of birds or wild fowl (Bunker Hill)
- Owners must remove their animal’s excrement deposited on non-owned private property and public property
- Prohibits an owner from allowing its animal in a city park; further violation for an owner who leaves waste deposited by its animal in a city park or on public property (Hedwig Village)

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# Code of Ordinances for City of Piney Point Village

## Chapter 6 ANIMALS<sup>1</sup>

### ARTICLE I. IN GENERAL

#### Sec. 6-1. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*At large, running at large, or to run at large* means:

- (1) Any dog upon private property other than private property owned or possessed by the owner or keeper of such dog, without the consent, express or implied, of the person owning or having possession of such private property;
- (2) Any dog in or upon public property unless such dog is in an automobile or other enclosed motor vehicle, is under voice and sight control of its owner or keeper, or is under leash control of its owner or keeper.

*Cat* means any live or dead cat (*felis catis*).

*City pound* means the place designated by the city as the place for the confinement of domestic animals.

*Dog* means any live or dead dog (*canis familiaris*).

*Domestic animal* means any species of animal kept by an owner as a pet.

*Keeper* means the person having temporary custody of a domestic animal in the absence of the animal's owner.

*Owner* means the person keeping, harboring, or having control or custody of a domestic animal.

*Vaccination* means a proper injection of a rabies vaccine licensed for use in the subject species by the United States Department of Agriculture.

*Voice and sight control* means a situation where the owner or keeper of a domestic animal has such animal within eye view so that such owner or keeper can notice instantly such animal's behavior and the owner or keeper is within the animal's hearing range so that the owner or keeper can direct such animal's behavior by voice command. It is intended hereby that "voice and sight control" requires the domestic animal to be in the direct presence of the owner or keeper so that such owner or keeper has present, continuous and immediate control over such animal.

(Ord. No. 600, § 1, 9-14-81)

Cross reference(s)—Definitions generally, § 1-2.

#### Sec. 6-2. Keeping of wild animals prohibited.

- (a) The keeping or possession of wild animals within the city is hereby prohibited.
- (b) The term "wild animals" as used in this section means coyotes, wolves, bears, elephants, wildcats, hyenas, wolverines, lions, tigers, poisonous snakes, alligators, crocodiles or any other animal or reptile possessing vicious propensities, whether such animal is claimed to be tamed or not.

(Ord. No. 270, §§ 1, 2, 4-12-65)

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<sup>1</sup>State law reference(s)—Authority to prohibit running at large of animals, and to impound and dispose of animals, V.T.C.A., Local Government Code § 215.026.

### **Sec. 6-3. Animal noises.**

It shall be unlawful for any person within the city to make or cause to be made or keep any animal or bird within the city that shall make, or cause to be made, excessive or unusual noise, that tends to disturb the comfort or repose of persons of ordinary temper, sensibility or disposition.

(Ord. No. 302, § 1, 8-22-66; Ord. No. 890, § 1, 8-26-02)

### **Sec. 6-4. Running at large prohibited.**

- (a) No owner or custodian of an animal shall permit such animal to run at large within the city.
- (b) The following animals shall be excepted from this section:
  - (1) Trained police dogs under supervision and control of law enforcement officers while in performance of official duty.
  - (2) A domestic cat.

(Ord. No. 431, § 1, 5-28-73; Ord. No. 600, § 9, 9-14-81)

State law reference(s)—Authority to adopt restraint requirements, V.T.C.A., Health and Safety Code § 826.033.

## ***ARTICLE II. ADMINISTRATION<sup>2</sup>***

### **Sec. 6-36. Powers and duties of humane officer and deputies.**

The humane officer and his deputies shall carry out the provisions of this chapter. The humane officer and/or his deputies shall have the right at any reasonable time to take possession of any animal running at large. The humane officer shall be the rabies control authority of the city and shall take possession of any animal which the humane officer or his deputies reasonably suspects to be rabid.

(Ord. No. 600, § 8, 9-14-81)

State law reference(s)—Designation of rabies control authority, V.T.C.A., Health and Safety Code § 826.017.

### **Sec. 6-37. Status of humane officer, deputies.**

- (a) For the purpose of this chapter, the humane officer and his deputies are hereby designated as enforcement officers and shall have, possess and execute the power, authority and jurisdiction to enforce this chapter. The humane officer and his deputies are hereby given the authority to wear a badge of his office. The badge shall be furnished by the city. It is further provided that police officers or auxiliary police officers of the police department shall have authority to act in the capacity of humane officer in his absence.
- (b) It shall be unlawful for any person to release any animal from the custody of the humane officer and/or his deputies in any manner, or to tamper with or destroy any property used by the humane officer and/or his deputies for the purpose of enforcing this chapter.

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<sup>2</sup>Cross reference(s)—Administration, ch. 2; officers and employees, § 2-96 et seq.

## ***ARTICLE III. DOGS AND CATS<sup>3</sup>***

### ***DIVISION 1. GENERALLY***

**Secs. 6-71—6-95. Reserved.**

### ***DIVISION 2. CARE AND CONTROL OF DOG***

#### **Sec. 6-96. Dogs found running at large.**

Any dog found running at large as prohibited in section 6-4 shall be subject to seizure by the humane officer of the city. The humane officer or his deputy shall issue a written summons to the owner or keeper of any dog found to be at large. Such summons shall notify the owner or keeper of the dog of the nature of the violation and the time and place of the violation. The summons shall also inform the accused owner or keeper of the time, date and place for an appearance in municipal court and shall bear the signature of the accused and the signature of the officer issuing the summons. The allowance for seizure of a dog at large is in addition to and shall in no way affect or limit the authority of the humane officer or his deputy to issue a summons to a dog owner or keeper for permitting a dog under their care to run at large. A dog need not be at large at the actual time the written summons is issued. A dog that has been seized by the humane officer shall be impounded in the city pound. Any dog so impounded shall be registered as to sex, breed, color and approximate weight. It shall be the duty of the humane officer or his deputy to attempt to notify the owner of any dog seized by him within 24 hours after seizure. The humane officer shall maintain records of all dogs impounded, and such records shall be kept current within one working day.

(Ord. No. 600, § 4, 9-14-81)

#### **Sec. 6-97. Periods of impoundment.**

Dogs wearing identification tags that have been impounded shall be held for a period of at least seven days after capture before such dogs are disposed of by sale or destruction. Dogs not wearing identification tags that do not display symptoms of rabies or vicious tendencies and which have been impounded shall be held for a period of not less than three days after capture prior to being disposed of by sale or destruction. Nothing contained in this section shall limit third parties operating impoundment facilities on behalf of the city from holding animals for longer periods than provided in this section.

(Ord. No. 600, § 5, 9-14-81)

#### **Sec. 6-98. Redemption by owners.**

Any domestic animal that has been impounded may be redeemed by its owner upon payment of the then current impoundment fee and by execution of an affidavit that such person is the owner or keeper of such animal. Fees for the impoundment of domestic animals shall be for such amount as may hereafter be established by the city council. These fees are on file in the office of the city secretary.

(Ord. No. 600, § 6, 9-14-81)

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<sup>3</sup>State law reference(s)—Registration and control of dogs and cats, V.T.C.A., Health and Safety Code § 826.031 et seq.



### **Sec. 6-99. Failure to control dogs.**

- (a) It shall be unlawful for any person, whether as owner or keeper, having control of a dog by voice and sight control or under leash to fail to control such dog's behavior when such behavior places another person in actual or apparent danger of bodily harm.
- (b) It shall be a defense to prosecution under this section if it can be shown that the failure of the owner or keeper to control such dog's behavior was necessary because:
  - (1) The owner or keeper was in immediate danger of physical harm and such dog's behavior was necessary for such owner or keeper's self-defense; or
  - (2) The owner or keeper of such dog was in immediate danger of loss or destruction of property and such dog's behavior was necessary for the preservation of such property.

(Ord. No. 600, § 10, 9-14-81)

### **Secs. 6-100—6-130. Reserved.**

## ***ARTICLE IV. RABIES CONTROL***

### **Sec. 6-131. Vaccination of dogs and cats.**

It shall be unlawful for any person to own, harbor or control any dog or cat over four months of age within the city unless such dog or cat has received a rabies vaccination, administered by a licensed veterinarian, such vaccination to be current to within 12 months at any given time.

(Ord. No. 600, § 2, 9-14-81)

### **Sec. 6-132. Identification tags for dogs.**

It shall be unlawful for any person to own, harbor or control any dog over four months of age within the city unless an identification tag is securely attached to such dog. Such tag shall be securely attached at all times except when such dog is kennelled or fenced. Such tag shall minimally identify the name and telephone number of the owner or the name and telephone number of the veterinarian treating the dog.

(Ord. No. 600, § 3, 9-14-81)

### **Sec. 6-133. Rabies.**

Any person who suspects that an animal is capable of transmitting rabies or who has knowledge of an animal biting, scratching or otherwise attacking an individual or other animal shall report the animal and/or incident to the humane officer of the city. The report shall include a description of the animal and the incident, the name and address of any victim, and the name of the owner of the animal, if known. It shall be the duty of the humane officer or his deputy to investigate all such reports. Any animal that displays symptoms of rabies or any domestic animal that bites, scratches or otherwise attacks any person or other animal within the city shall, at the owner's option, be quarantined either by a veterinarian or the humane officer of the city. The owner of a domestic animal may request permission from the humane officer for home quarantine under the rules and regulations of the state department of health. Any domestic animal that has scratched, bitten or otherwise attacked any person or other animal shall be surrendered to the humane officer within 24 hours of the attack. Appropriate forms shall be filled out after examination of the animal and filed with the city. Following the expiration of at least ten days after date of impounding for suspicion of rabies, or ten days from the date of the bite or scratch, a second report on the suspected animal shall be prepared and filed with the city as evidence of the examination for rabies symptoms. If the second report is negative, the suspected animal may be released to its owner if:

- (1) The owner has an unexpired rabies vaccination certificate for the animal; or

- (2) The animal is vaccinated against rabies by a licensed veterinarian at the owner's expense.

If the animal is found to be rabid it shall be humanely destroyed. If the animal dies or is destroyed while in quarantine, the humane officer shall cause the removal of the head or brain of the animal and submit it to the nearest state department of health laboratory for testing. The owner of an animal that is quarantined shall pay all costs of the quarantine and disposition of the animal, and the humane officer may bring suit to collect such costs. The owner of any animal or person known to have been attacked by a rabid animal shall be notified by the humane officer that the attacking animal was rabid. Any domestic animal which has been exposed to rabies shall be quarantined by the owner, as provided above, for such period as the humane officer deems necessary. If an animal owner or keeper fails to take possession of an animal after the expiration of 15 days following the final day of quarantine, the humane officer may sell, grant, keep or destroy such animal. Any proceeds from the sale of such animals shall be deposited into the treasury of the city.

(Ord. No. 600, § 7, 9-14-81)

**Secs. 6-134—6-165. Reserved.**

## ***ARTICLE V. VICIOUS ANIMALS<sup>4</sup>***

### **Sec. 6-166. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Domestic animal* means any species of animal kept by an owner as a pet.

*Enclosed area* means an area surrounded by walls or a fence of such structure and design so as to prohibit the type of domestic animal to be contained therein from escaping from the enclosed area.

*Vicious domestic animal* means any domestic animal that has bitten, scratched or attacked any person or other animal that was not provoked because:

- (1) The owner or keeper of the animal, or a member of the owner's or keeper's family, was in immediate danger of physical harm and the animal's behavior was necessary for the self-defense of such owner or keeper, or a member of the owner's or keeper's family; or
- (2) The owner or keeper of the domestic animal was in immediate danger of loss or destruction of property and the domestic animal's behavior was necessary for the preservation of such property.

(Ord. No. 620, § 2, 12-16-82)

Cross reference(s)—Definitions generally, § 1-2.

### **Sec. 6-167. Keeping of vicious domestic animals.**

It shall be unlawful for any person owning or keeping a vicious domestic animal to keep such animal in any place other than an enclosed area unless such vicious domestic animal is under leash control of its owner or keeper.

(Ord. No. 620, § 3, 12-16-82)

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<sup>4</sup>State law reference(s)—Dangerous dogs, V.T.C.A., Health and Safety Code § 822.041 et seq.

**Sec. 6-168. Failure to contain declared nuisance.**

The failure to contain a vicious domestic animal within an enclosed area when not under leash control of its owner or keeper is hereby found and declared to constitute a public nuisance and subject to abatement by the city in the manner required by law.

(Ord. No. 620, § 4, 12-16-82)

**Sec. 6-169. Violation; penalty.**

Any person violating any provision of this article shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished as provided in section 1-11.

(Ord. No. 620, § 5, 12-16-82)