

**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

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**THE CITY OF PINEY POINT VILLAGE
WORKSHOP AND REGULAR COUNCIL MEETING
MONDAY, DECEMBER 16, 2024
6:00 PM**

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE WILL HOLD A WORKSHOP AND REGULAR COUNCIL MEETING ON MONDAY, DECEMBER 16, 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 5th 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. NEW BUSINESS

- 1.** Consideration and possible action on approval of the Council Meeting Minutes held on November 18, 2024.
- 2.** Consideration and possible action on the Memorial Villages Police Department.
 - a) Update on activities.
 - b) Budget 2024-1 Amendment.
 - c) Memorial Point ALPR Request.
- 3.** Consideration and possible action on the Village Fire Department.
 - a) Update on activities.
- 4.** Consideration and possible action on City Engineering.
 - a) 2023 Paving Improvements Change Order.
 - b) Blalock Point Repairs Quotes.

- c) Chapelwood Court Drainage Improvements.
 - d) Memorial Point and Memorial Drive Intersection.
 - e) Engineering Report.
5. Consideration and possible action on an ordinance (ORD. 2024.12) 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.
 6. Consideration and possible action on an ordinance (ORD. 2024.12-A) of the City of Piney Point Village, Texas, amending Chapter 46, Article II. section 46-33 Prohibited Parking of the code of ordinances regarding prohibited parking in the area of Memorial Drive Elementary School; repealing all ordinances and part of ordinances in conflict herewith; providing for a penalty in an amount not to exceed \$500 for each day of violation; and providing for severability.
 7. Consideration and possible action on an ordinance (ORD. 2024.12-B) of the City of Piney Point Village, Texas, amending Chapter 10, Article I., Sections 10-1 and 10-2 and adding Section 10-9 of the code of ordinances regarding emergency construction work hours, construction-related parking, and construction site regulations; amending Chapter 26, Article I., Section 26-3 of the code of ordinances regarding restrictions for certain noise-producing activities; and amending chapter 56, Article I., Section 56-3 of the code of ordinances regarding construction activities in the city right-of-way.
 8. Consideration and possible action on a Resolution of Order (RES. 2024.12-C) to establish a joint election with Spring Branch Independent School District for the General Municipal Election on May 3, 2025.
 9. Consideration and possible action on the schedule of Observed Holidays for 2025 (RES. 2024.12-D).
 10. Consideration and possible action on an Ordinance (ORD. 2024.12-E) that establishes the schedule for City Council Regular Meetings in 2025.
 11. Consideration and possible action regarding various City Boards and Commissions.
 - a) Nomination and Council approval to the Memorial Villages Police Department Commission (RES. 2024.12-F).
 - b) Nomination and Council approval to the Village Fire Department Commission (RES. 2024.12-G).
 - c) Nomination and Council approval to the Board of Adjustments Commission (RES. 2024.12-H).
 12. Consideration and possible action regarding the Mayor's Report.
 - a) Chinese New Year Proclamation (RES. 2024.12-I).

13. Consideration and possible action regarding the City Administrator's Monthly Report, including but not limited to:

- a) Financial Related Items:
 - i. Financial Report – November 2024.
 - ii. Property Tax Report.
 - iii. Disbursements (greater than \$10,000).
- b) Shred Services Contract.
- c) Garbage Pickup for Holidays.
- d) Public Works Vehicle.

14. Consideration and possible action regarding a Resolution (RES. 2024.12-J) to execute settlement release documents with retail pharmacy Kroger as an additional settling party within the national opioid settlement participation previously authorized.

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

- a) Beautification Meeting – January 13th (Proposed)
- b) Engineering Meeting – January 16th.
- c) Regular Council Meeting 1 – January 13th (Proposed)
- d) Regular Council Meeting – January 27th.

V. WORKSHOP

- A.** Discussion and consideration regarding an ordinance of the City of Piney Point Village, Texas, amending Chapter 6, Article III., Section 6-99; Failure to control dogs amending the code of ordinances regarding the control of a dog.
- B.** Discussion and consideration regarding an ordinance to regulate the operation of golf carts within the city limits; providing for definitions, registration requirements, operational restrictions, and penalties; and providing for an effective date.

VI. EXECUTIVE SESSION

16. 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:

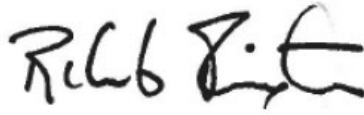
- a) **Section 551.071-** Consultation with City Attorney.
- b) **Section 551.072-** Lease Property – 7660 Woodway.
- c) **Section 551.074-** Personnel Matters -Specifically to deliberate the duties and appointment of the City's Commissioner and Alternate Commissioner to the Village Fire Commission.
- d) **Section 551.074-** Personnel Matters -Annual Evaluation of City Employees.
- e) Reconvene into an open session.

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

VII. ADJOURNMENT

CERTIFICATION

I certify that a copy of the December 16, 2024, agenda of items to be considered by the Piney Point Village City Council was posted in a place convenient to the public on December 13, 2024, in compliance with Chapter 551 of the Texas Government Code.



Robert Pennington
City Administrator / City Secretary



In compliance with the Americans with Disabilities Act, the City of Piney Point Village will provide reasonable accommodations for persons attending City Council meetings. This facility is wheelchair-accessible, and accessible parking spaces are available. To better serve you, your requests should be received 48 hours before the meeting. Please contact 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: December 16, 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 November 18, 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 November 18, 2024.

MINUTES OF A CITY OF PINEY POINT VILLAGE REGULAR COUNCIL MEETING ON MONDAY, NOVEMBER 18, 2024, AT 6:00 P.M. AT 7660 WOODWAY DR. SUITE 593, HOUSTON, TEXAS.

Councilmembers Present: Aliza Dutt, Dale Dodds, Michael Herminghaus, and Margaret Rohde.

Councilmembers Absent: Joel Bender and Jonathan Curth.

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

Call To Order

At 6:00 p.m., Mayor Aliza Dutt declared a quorum and called the meeting to order.

Pledge of Allegiance

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

Citizens Wishing to Address Council

- There were no public requests to speak before the Council, aside from those scheduled for specific hearings.

Public Hearings

- 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.**
 - Rohde summarized the changes, stating that a "For Sale" sign can be placed on a temporary construction fence that has the proper permits. This rule applies no matter how far the fence is from a public or private street.
 - Mayor Dutt opened the public hearing at 6:02 PM to allow the public to provide comments, testimony, or opinion on a proposed plan for an ordinance amending Chapter 74, Article V. Section 74-281, Permitted signs of the code of ordinances regarding signs on permitted temporary construction fences.
 - No one requested to address the council after the call.
 - Mayor Dutt closed the hearing at 6:03 PM.
- 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.**
 - Rohde summarized the changes, which regulate the building front home to be oriented toward the street adjacent to the front yard.
 - Mayor Dutt opened the public hearing at 6:04 PM to allow the public to provide comments, testimony, or opinion on a proposed plan for 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.
 - No one requested to address the council after the call.
 - Mayor Dutt closed the hearing at 6:04 PM.

- 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.**
- Rohde summarized the proposed amendment changes.
 - Mayor Dutt opened the public hearing at 6:05 PM to allow the public to provide comments, testimony, or opinion on a proposed plan for 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.
 - No one requested to address the council after the call.
 - Mayor Dutt closed the hearing at 6:06 PM.
- 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.**
- Rohde summarized the proposed amendments, specifically addressing changes in location and proximity to the residential structure.
 - Mayor Dutt opened the public hearing at 6:10 PM to allow the public to provide comments, testimony, or opinions on a proposed plan for 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.
 - Dan Mark (Gingham) addressed the council to seek clarification on the specifics of the draft ordinance, mainly concerning the five-foot setback and other regulations regarding the proximity to vegetation, structures, and/or buildings.
 - Mayor Dutt closed the hearing at 6:13 PM.
- 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.**
- Pennington summarized the proposed amendments, stating that they aim to clarify the membership requirements, and the quorum needed for meetings.
 - Mayor Dutt opened the public hearing at 6:14 PM to allow the public to provide comments, testimony, or opinion on a proposed plan for 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.
 - No one requested to address the council after the call.
 - Mayor Dutt closed the hearing at 6:14 PM.

Agenda Items

1. **Consideration and possible action on approval of the Council Meeting Minutes held on October 28, 2024.**
 - Councilmember Herminghaus moved to approve the Council Meeting Minutes held on October 28, 2024. Dodds seconded the motion.
AYES: Herminghaus, Dodds, and Rohde.
NAYS: None.
 - The motion carried.
2. **Consideration and possible action on the Memorial Villages Police Department, including (a) an Update on activities and (b) the HGAC/MVPD Interlocal Purchase Agreement.**
 - In October, the MVPD responded to and handled 1580 calls and incidents for Piney Point Village alone. Additionally, 1051 house watch checks were conducted, and 476 citations, with 225 as warnings, were issued during this period.
 - Councilmember Rohde moved to approve the MVPD Interlocal Purchase Agreement. Dodds seconded the motion.
AYES: Herminghaus, Dodds, and Rohde.
NAYS: None.
 - The motion carried.
3. **Consideration and possible action on the Village Fire Department, including (a) Updates on activities, (b) VFD Financials, and (c) VFD Agendas & Minutes.**
 - Chief Miller and Commissioner Kollenberg provided reports and highlights for the month, including the vehicle accident involving the ladder truck.
 - The council requested a copy of the recent VFD financials.
4. **Consideration and possible action on City Engineering, including (a) Blalock Storm Sewer Point Repairs, (b) South Piney Point Road Traffic Improvements, and (c) Engineering Report.**
 - **Recommendation (a):** Councilmember Dodds moved to approve HDR to seek proposals for Blalock Storm Sewer Point Repairs under \$50,000. Herminghaus seconded the motion. The motion passed with the following results:
AYES: Herminghaus, Dodds, and Rohde.
NAYS: None.
 - **Recommendation (b):** Councilmember Dodds moved to approve South Piney Point Road Traffic Improvements with On Par at \$36,356.65. Herminghaus seconded the motion. The motion passed with the following results:
AYES: Herminghaus, Dodds, and Rohde.
NAYS: None.
 - The Engineering Report was presented, accompanied by additional discussions. It was highlighted that the 2023 Paving Improvements are scheduled for December 2. Additionally, the improvements on Piney Point Road at Smithdale are anticipated to commence as early as November 21. The Chuckanut Project has reached 90% design completion and will be communicated to local residents. The replacement of School Zone signage is currently in progress, and the notice to proceed for the Windermere Outfall survey was issued on October 31.
 - No further formal action was taken.
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.**

- Councilmember Rohde moved to approve the 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. Dodds seconded the motion.

AYES: Herminghaus, Dodds, and Rohde.

NAYS: None.

- The motion carried.

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.

- Councilmember Rohde moved to approve the 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. Dodds seconded the motion.

AYES: Herminghaus, Dodds, and Rohde.

NAYS: None.

- The motion carried.

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.

- Councilmember Rohde moved to approve the 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. Dodds seconded the motion.

AYES: Herminghaus, Dodds, and Rohde.

NAYS: None.

- The motion carried.

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 *[NOTE: Change in agenda order. This item was discussed after Item #4, engineering, and before Item #5, Permitted signs Ordinance.]*

- The council reviewed final clarification changes to the ordinance. Two of the five members of the Planning and Zoning Commission expressed their opposition to the proposed changes that would allow the generator to be installed less than five feet from residential structures. Their dissenting opinion stated that maintaining a minimum distance of five feet would make it easier for the city to manage and navigate the permitting process. This action was the only decision made by the Commission that did not receive unanimous approval.
- Dan Mark requested clarification on the definition of "structure" within the ordinance. City Attorney Olson and Councilmember Rohde suggested additional language specifically addressing how "structure" applies to both the five-foot and three-foot exclusions.

- Councilmember Dodds proposed approving the ordinance with the agreed-upon revisions (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. Rohde seconded the motion.

AYES: Herminghaus, Dodds, and Rohde.

NAYS: None.

- The motion carried.

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.

- Councilmember Rohde moved to approve the 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. Dodds seconded the motion.

AYES: Herminghaus, Dodds, and Rohde.

NAYS: None.

- The motion carried.

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.

- The item was tabled by Mayor Dutt as additional details on the signage, as distance markers are needed to finalize the proposed ordinance.

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

- Councilmember Herminghaus moved to approve the Interlocal Agreement with SBISD for the 2025 Joint Elections. Dodds seconded the motion.

AYES: Herminghaus, Dodds, and Rohde.

NAYS: None.

- The motion carried.

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.

- Councilmember Dodds moved to approve renewing the Interlocal Agreement with Harris County to house, support, maintain, and confine or detain city prisoners in Harris County Jails. Rohde seconded the motion.

AYES: Herminghaus, Dodds, and Rohde.

NAYS: None.

- The motion carried.

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

- Councilmember Rohde moved to approve a ban on using certain social media applications, including TikTok, on government-issued devices. Dodds seconded the motion.
AYES: Herminghaus, Dodds, and Rohde.
NAYS: None.
- The motion carried.

14. Consideration and possible action regarding the Mayor's Monthly Report, including (a) Arbor Day Proclamation and (b) CenterPoint Update on Utility Improvements.

- Mayor Dutt issued a Proclamation for Arbor Day.
- Mayor Dutt provided an update on CenterPoint's planned utility improvements. The council also requested a workshop or meeting to establish procedures for emergency operations and events that may lead to power outages. Additionally, members emphasized the need to continue pursuing the probable costs associated with underground power infrastructure.

15. Consideration and possible action regarding the City Administrator's Monthly Report, including but not limited to (a) Financial Related Items and (b) Residential Use of Recreational Golf Carts.

- The financial-related items were provided to the council.
- The council held a discussion about creating an ordinance for golf cart usage, focusing on safety concerns. There was a consensus that staff should draft an ordinance for the council to review. [NOTE: Change in agenda order. This item was discussed after Item #3, the fire report, and before Item #4, engineering.]

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

- The Mayor, staff, and legal team will handle violations or request that Ecclesia submit a new Special Use Permit to the council for official approval.

17. Consideration and possible action regarding traffic enhancements for vehicles exiting Saint Francis Episcopal Church and School onto Piney Point Road [NOTE: Change in agenda order. This item was discussed after Item #3, the fire report as well as the golf cart discussion, and before Item #4, engineering.]

- Feedback was received from the Council, PPV Staff, SFEC Staff, and MVPD Police concerning vehicle queuing and the various aspects of traffic management associated with SFEC.
- The Council agreed that staff monitor the issue going forward, and no formal action was taken.

18. Discuss proposed pet restraint regulations or measures to mitigate animal attacks [NOTE: Change in agenda order. This item was discussed after Item #3, the fire report, golf cart discussion, SFEC traffic, and before Item #4, engineering.]

- Feedback was received from the Council, PPV Staff, and MVPD Police concerning a leash law.
- The Council has asked the legal team to draft an ordinance for future review.

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

- The Beautification Meeting is scheduled for December 9, the Engineering Meeting for December 11, and the Regular Council Meeting for November 16.

Executive Session

20. 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.

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

- No action required.

Adjournment

- Councilmember Herminghaus made a motion for adjournment, seconded by Councilmember Rohde.
- Mayor Dutt adjourned the meeting at 8:20 p.m.

PASSED AND APPROVED this 16th day of December 2024.

Aliza Dutt
Mayor

Robert Pennington
City Administrator / City Secretary

TO: City Council

VIA: R. Schultz, Police Chief

MEETING DATE: December 16, 2024

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

Agenda Item: 2

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

- a) Update on activities.
- b) Budget 2024-1 Amendment.
- c) Memorial Point ALPR Request.

Additional Details:

ITEM – B: At the recent MVPD Commission Board meeting, the Board of Commissioners for the Memorial Villages Police Department approved Budget Amendment 2024-01. This amendment includes an increase of \$348,300, which will be presented for council approval. The increase is due to unbudgeted expenses resulting from two storms in FY24. Additionally, the vehicles budgeted for FY23 were not delivered until Fiscal Year 2024.

ITEM – C: The Memorial Point Homeowners Association (HOA) is requesting the installation of an Automated License Plate Reader (ALPR). An ALPR is a high-speed, computer-controlled camera system designed to automatically capture images of vehicle license plates. These systems utilize optical character recognition (OCR) technology to extract and read the alphanumeric characters on license plates, even when vehicles are moving at high speeds. Although the system will be owned by the HOA, the MVPD will only have access to private information.

Recommendation

The staff has no objections to a motion to approve the Memorial Villages Police Department Budget Amendment 2024-01, as presented.

Attachments:

- *MVPD Monthly Report.*
- *MVPD Budget 2024-1 Amendment (p. 25).*
- *Memorial Point ALPR Request (p. 27).*



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

Raymond Schultz
Chief of Police

December 9, 2024

TO: MVPD Police Commissioners
FROM: R. Schultz, Chief of Police
REF: November 2024 Monthly Report

During the month of November, MVPD responded/handled a total of 5,165 calls/incidents. 3,712 House Watch checks were conducted. 540 traffic stops were initiated with 560 citations being issued for 913 violations. (Note: 27 Assists in Hedwig, 77 in Houston, 0 in Spring Valley and 0 in Hillshire)

Calls/Events by Village were:

Village	Calls/YTD	House Watches/YTD	Accidents	Citations	Response Time
Bunker Hill:	1557/22740	1181/18170	4	163/ 88 /251	9@3:23
Piney Point:	1607/17768	1161/13024	1	164/181/345	6@4:24
Hunters Creek:	1817/25331	1370/19621	10	188/129/317	23@4:17
				Cites/Warn/Total	38@4:05

Type and frequency of calls for service/citations include:

Call Type	#	Call Type	#	Citations	#
False Alarms:	128	Ord. Violations:	25	Speeding:	132
Animal Calls:	20	Information:	16	Exp. Registration	220
ALPR Hits:	28	Suspicious Situation	100	Ins	110
Assist Fire:	36	Loud Party	14	No License	93
Assist EMS:	36	Welfare Checks:	14	Red Light	28
Accidents:	12			Fake Plate	19

*This month the department generated a total of 61 police reports.
BH-22, PP-8, HC-31, HOU-0, HED-0, SV-0*

Crimes Against of Persons (0)

Crimes Against Property (7)

Identity Theft/Fraud	2	Burglary of a Vehicle	3
Theft	2		

Petty/Quality of Life Crimes/Events (54)

ALPR Hits (valid)	4	Criminal Mischief	1
Accidents	15	Possession of Marijuana	1
Warrants	5	Misc	25
DWI	3		

Arrest Summary: Individuals Arrested (11)

Warrants	5	Felony	0
Class 3 Arrests	3	DWI	3

Budget YTD:	Expense	Budget	%
• Personnel Expense:	5,617,083	6,466,610	86.9%
• Operating Expense:	1,172,318	1,110,490	105.56%
• Total M&O Expenditures:	6,789,401	7,577,100	89.6%
• Capital Expenses:	538,372	289,700	185.8%
• Net Expenses:	7,327,773	7,866,800	93.0%

Follow-up on Previous Month Items/Requests from Commission

- N/A

Personnel Changes/Issues/Updates

- Officer D. Eckerfield resigned from the department effective November 14, 2024.
- Communications manager J. Sachs and the Chief interviewed a dispatcher candidate and presented a conditional offer to the candidate who is in the final background phase.
- Officer King was selected to be the new DARE Officer. He will attend training after the first of the year. Officer Owens continues to teach our DARE classes on a limited basis.
- Officers tested for our open sergeant position on November 21, 2024. 4 candidates passed the written test and will proceed to an assessment center scheduled for December.

Major/Significant Events

- 11/2/24 at 0900 Hours. Officers responded to the area in reference to several vehicles being entered sometime during the overnight hours. Detectives were able to identify a suspect vehicle through the use of the ALPR system. One of the victims located some of his property for sale on a web app and contacted that individual. Detectives followed up and determined the subject who was selling the items had bought them from the suspect. An arrest warrant was obtained for the suspect and most of the stolen property was recovered.

Status Update on Major Projects

- IOSO personnel have initiated the department IT switch upgrade project. The new POE switches have been configured and are being prepared for installation and cut-over that will occur on December 15-16, 2024.
- Personnel completed the closeout meetings with FEMA staff for both the derecho and hurricane Beryl on November 7, 2024. Both will result in reimbursement to the department for expenses incurred.
- MVPD was invited to beta test new AI software for the departments phone recording system. The software will monitor emergency calls and prompt the dispatcher with questions that are relevant to the situation at hand.

Community Projects

- MVPD and the Village Mayors hosted a Community Forum titled “Autism in the Community” at MDPC on November 20, 2024. The event was well attended by residents from across the area. We will repeat the forum in the summer at the request of attendees.
- MVPD assisted Bunker Hill staff with their annual Family Movie Night on the lawn of city hall.

V-LINC new registrations in November +14

BH – 1725(+4)
PP – 1199 (+3)

HC – 1703 (+4)
Out of Area – 635 (+3)

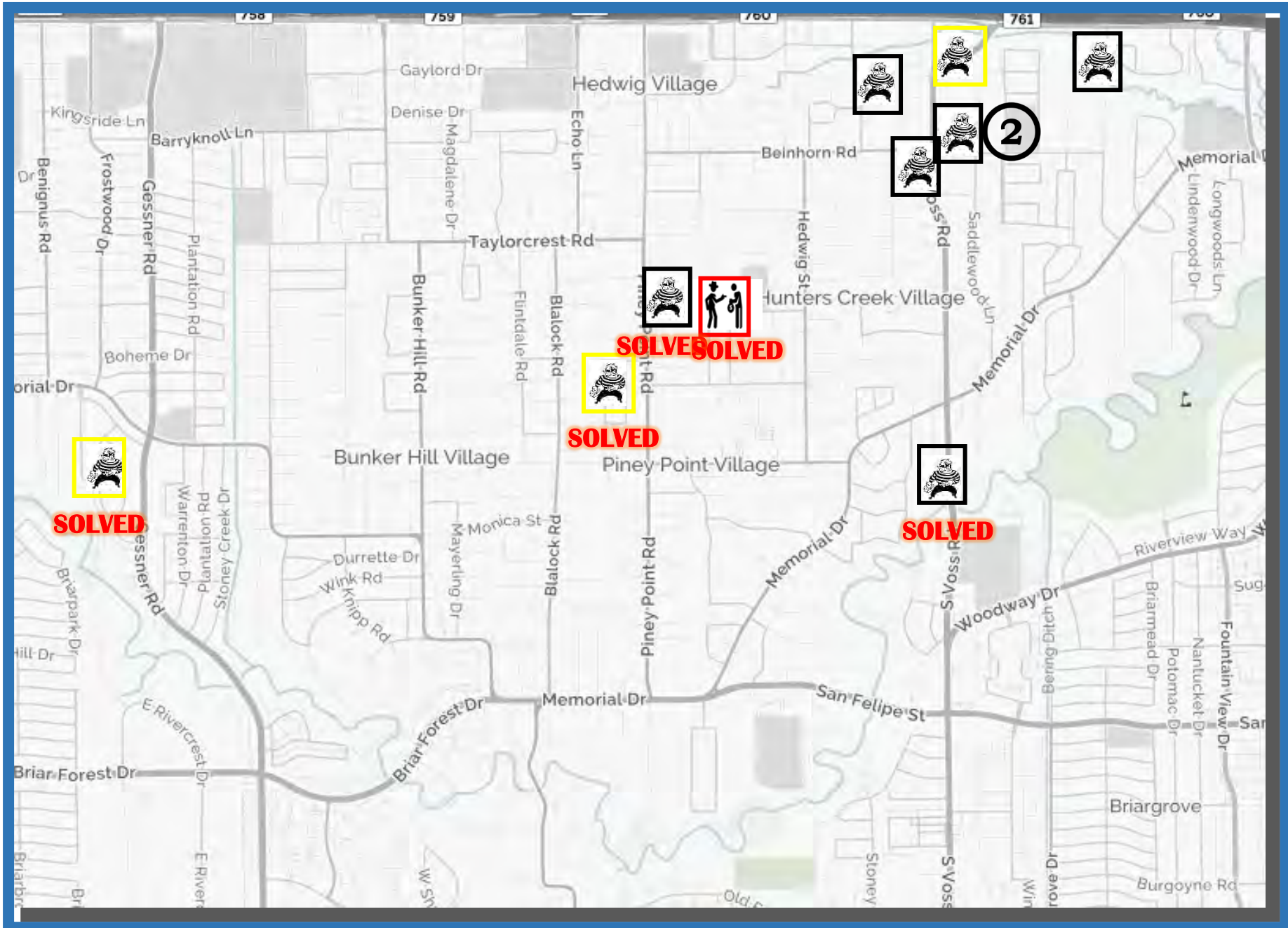
2024 Officer Committed Time to Service Report

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	23:51:33		1	39
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	0:16:05			
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	2:26:20			
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	20:58:37		5	32
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	0:00:00			
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	10:46:21		1	18
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	16:01:08		1	28
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	18:22:45		2	16
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	0:14:55			
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				
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	18:30:05		3	14
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	26:54:06		7	11
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	15:42:30		1	9
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	21:15:22		3	19
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	0:43:44			
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	12:59:55		2	21
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	29:28:33		7	51
MCELVANY, 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	9:08:16		1	24
MILLARD, Shaneca									21:51:37	38:12:20	25:07:48	35:46:10		7	27
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	15:46:50		2	24
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	0:11:31			
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	14:05:40		5	29
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	2:55:37			
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	18:28:10		1	50
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	12:29:28		1	16
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	0:16:00			
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	12:13:30		3	36
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	8:51:23			18
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	16:34:25		2	23
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	33:56:52		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	23:23:53		2	30
* = Admin													Total	61	560

Dispatch Committed Time															
911 Phone Calls		237	243	276	305	488	344	385	346	236	271	261			
3700 Phone Calls		2489	2291	2385	2429	2297*	2048	3396	1982	2008	2259	2134			
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	50:53:50			
Radio Transmissions		9871	9754	10382	10946	9991*	9189	10004	9778	9886	10241	10622			

* 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

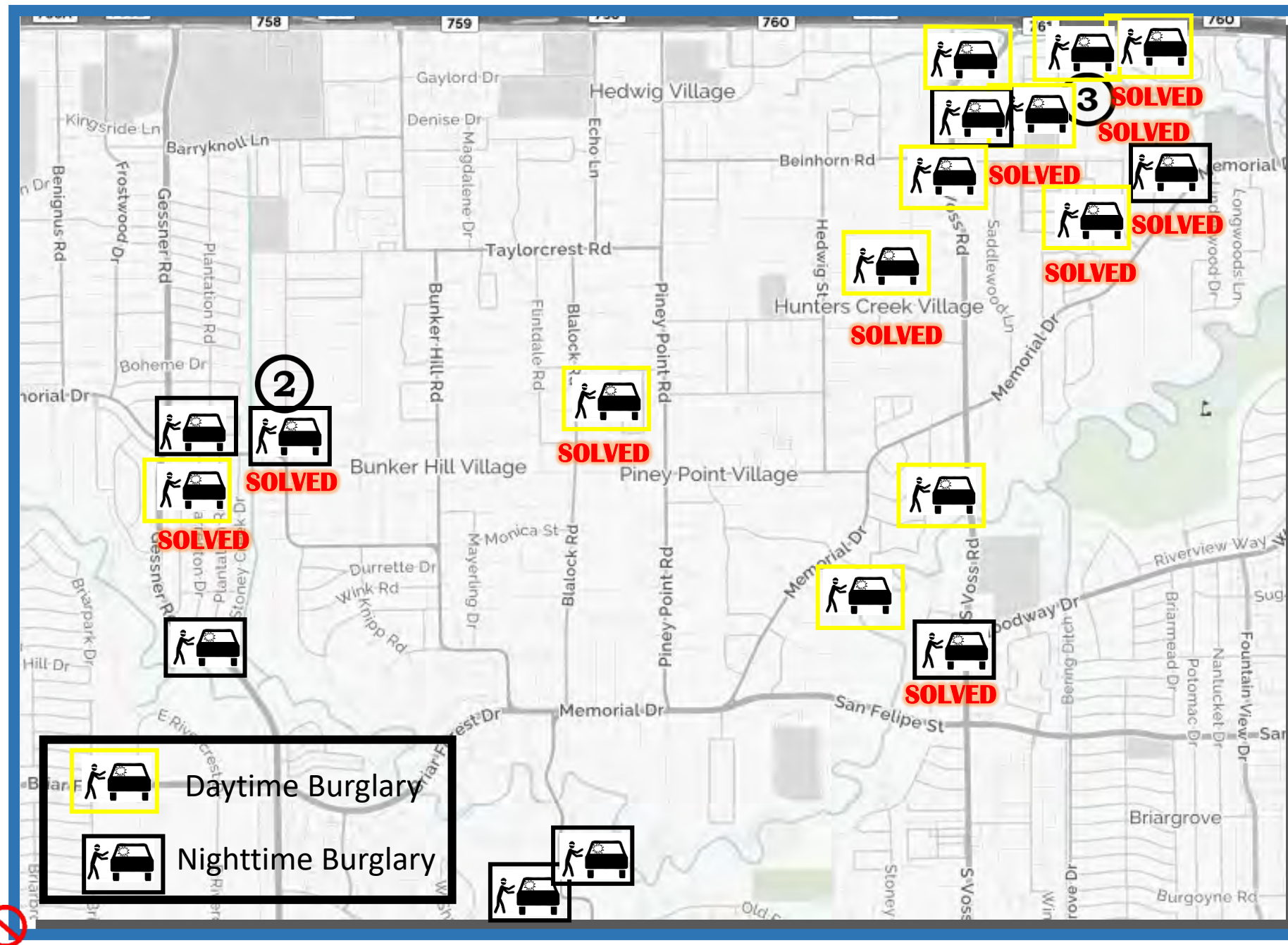
 Daytime Burglary

 Nighttime Burglary

 Robbery

MVPD 5
11/30/24

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
11911 Laurie Ln	UNL
327 Knipp Forest	UNL
8429 Katy Fwy	Win*



Lock/Win Punch

* Jugging



Blue Entry = Actual
Location Unknown
Underlined Contractor
MVP D 6
SOLVED
11/30/24

2024 Total Incidents

2024	Crimes Against Persons	Crimes Against Property	Quality of Life Incidents	Total	Arrests	Incidents	House Checks		YTD BH INC	YTD BH HC	YTD PP INC	YTD PP HC	YTD HC INC	YTD HC HC
January	1	15	56	72	16	4171	2668		1543	1139	1014	626	1391	902
February	0	14	54	68	20	4168	2666		1332	959	1012	631	1592	1076
March	1	13	60	74	23	6259	4710		2168	1794	1440	1027	2418	1886
April	1	13	79	93	18	5090	3410		1664	1201	1168	746	1997	1462
May	4	12	65	81	18	6629	4830		1970	1483	1711	1259	2712	2086
June	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	0	7	54	61	11	5,165	3,712		1557	1181	1607	1161	1817	1370
December														
Total	12	108	690	810	186	68241	50828		22740	18170	17768	13024	25331	19621
2023 Totals	17	165	707	890	182	70947	54496		23709	19196	18915	14104	26305	20685
Difference														
% Change														

MVPD – VFD Monthly Response Times Report

November 2024

911/Emergency Designated Calls - EMS and Fire

Total	15@4:17
Bunker Hill	5@3:58
Piney Point	1@3:01
Hunters Creek	9@4:41

EMS Only

Total	8@3:53
Bunker Hill	2@4:12
Piney Point	1@3:01
Hunters Creek	5@3:54

Fire Only

Total	7@4:46
Bunker Hill	3@3:48
Piney Point	0@0:00
Hunters Creek	4@5:43

Radio Calls – Fire Assist

Total	29@2:47
Bunker Hill	12@2:44
Piney Point	14@3:11
Hunters Creek	3@1:43

Radio Calls – EMS Assist

Total	2@5:11
Bunker Hill	2@5:11*
Piney Point	0@0:00
Hunters Creek	0@0:00

*Lift Assists



November 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 4,569,596

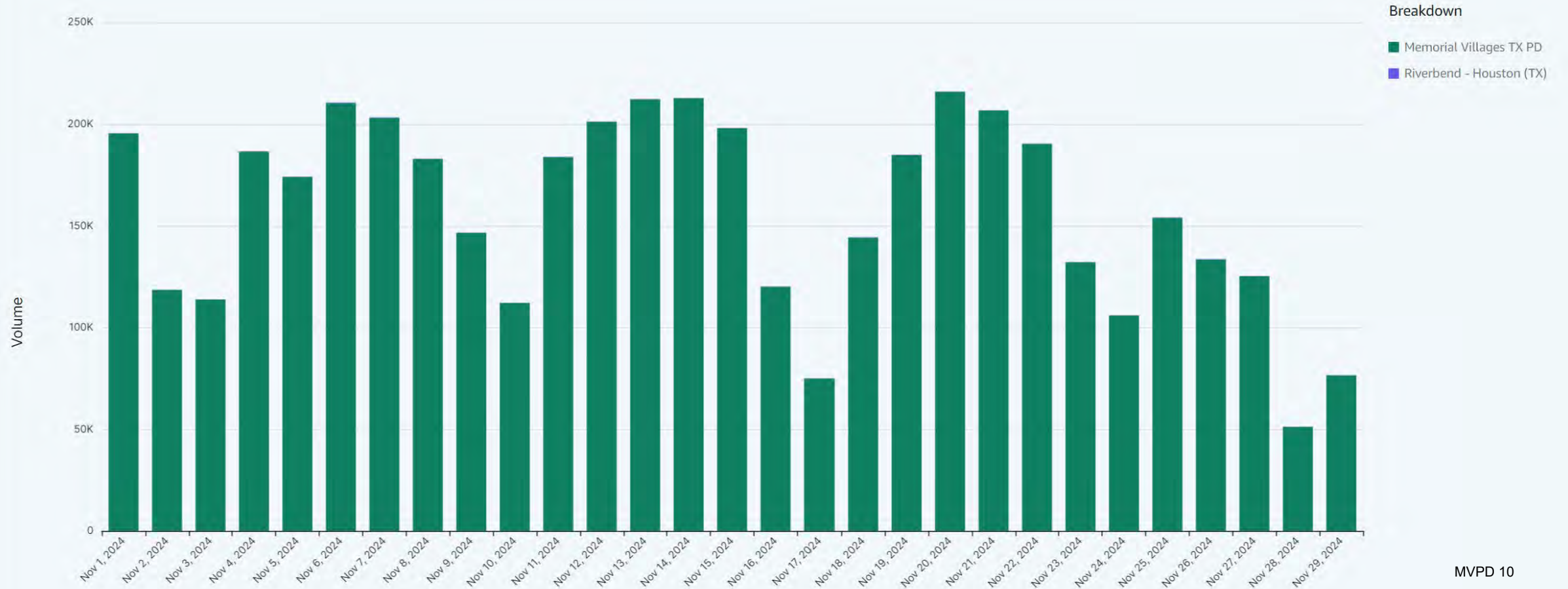
Total Vehicle Volume

4,569,596

Total Unique Vehicle Volume

2,163,357

Total Vehicle Volume



Unique Reads – 2,163,357

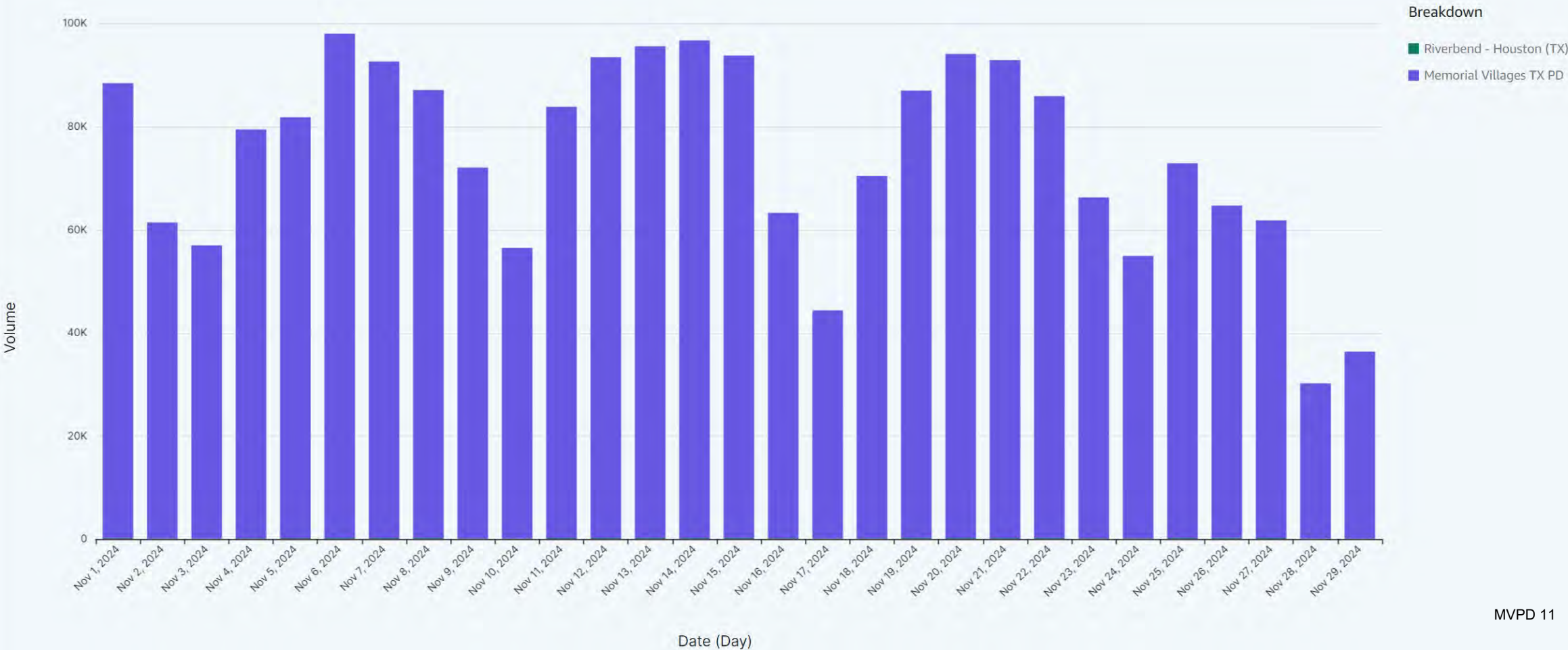
Total Vehicle Volume

4,569,596

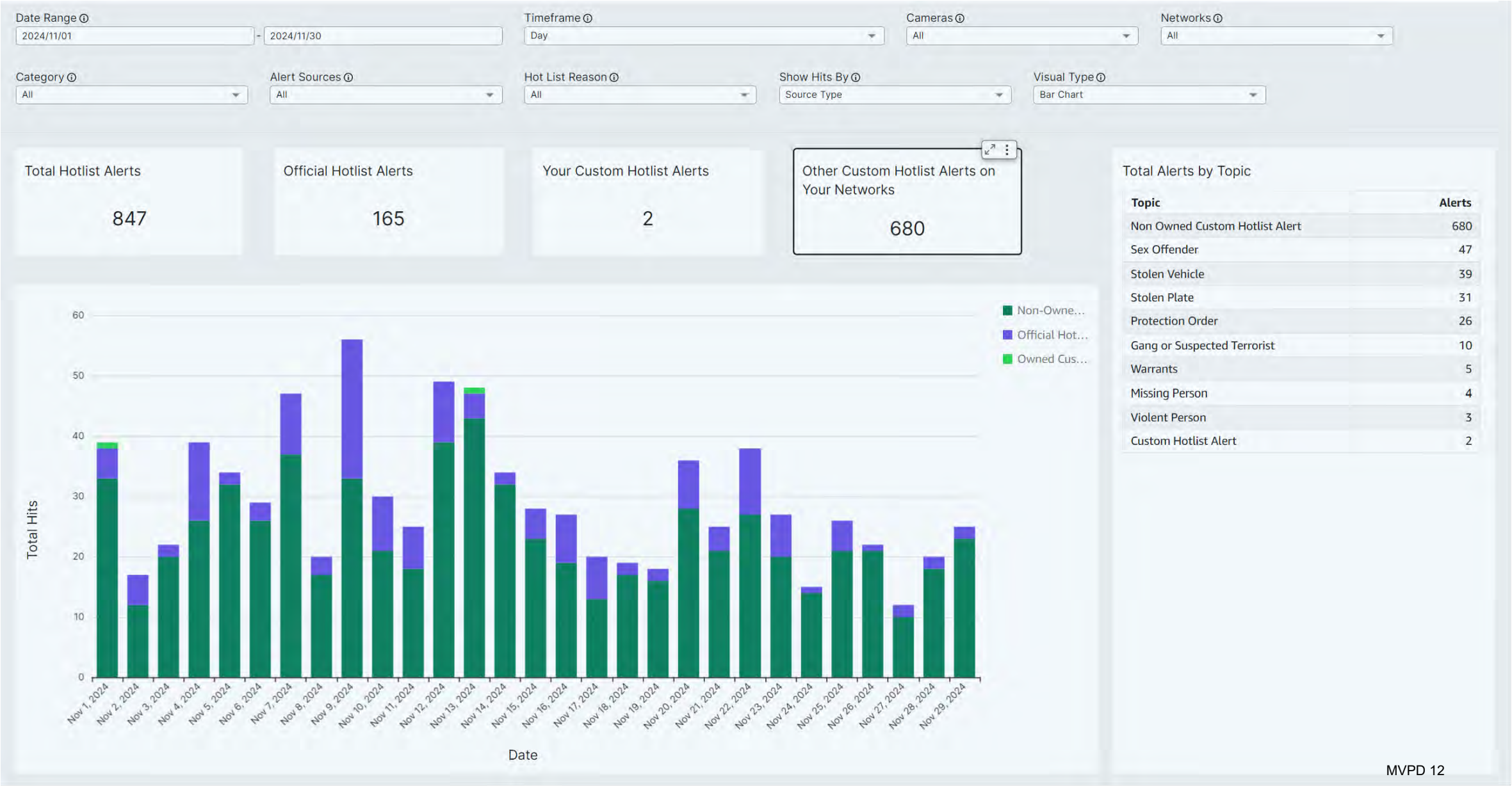
Total Unique Vehicle Volume

2,163,357

Unique Vehicle Volume

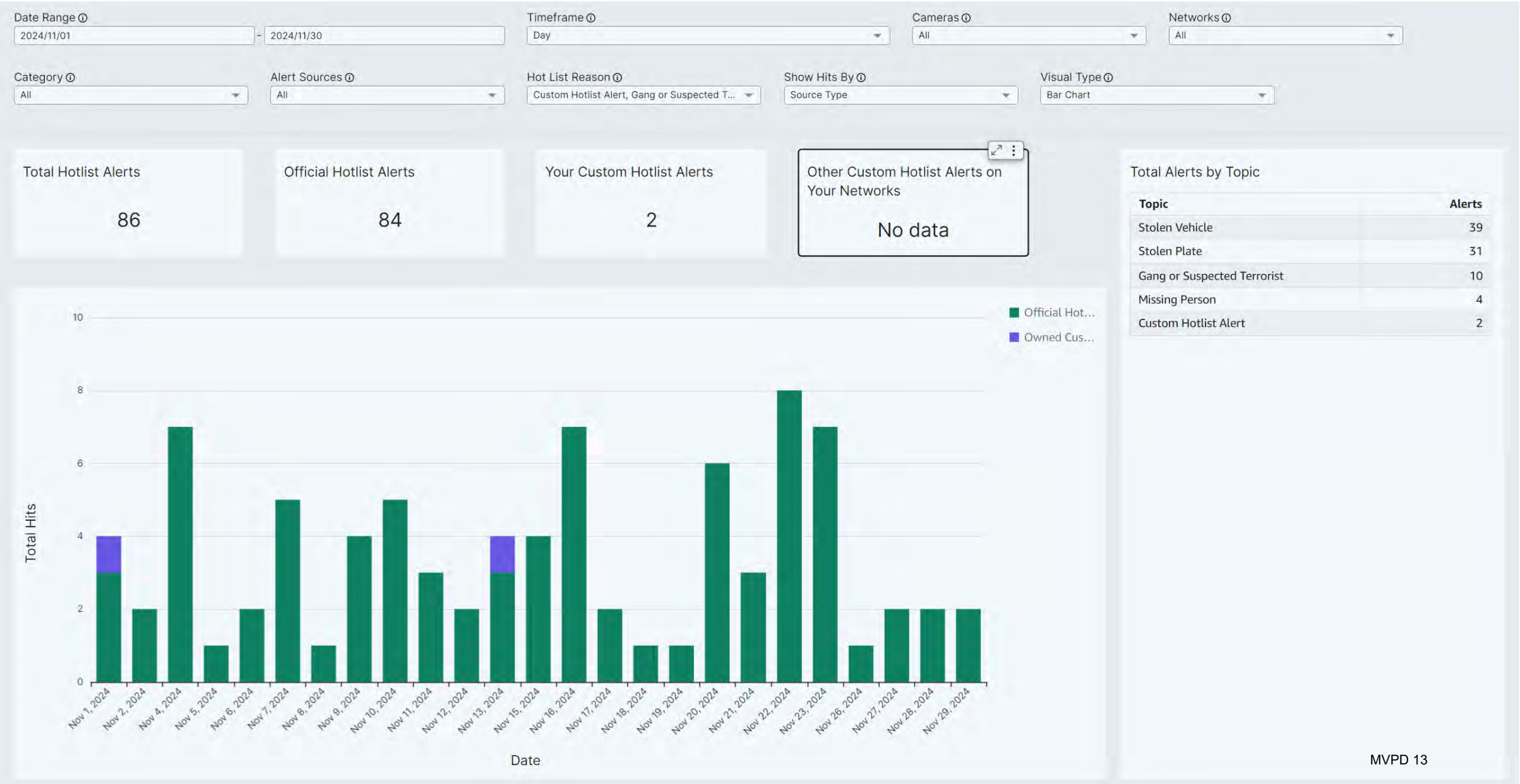


All Categories – All Hotlists



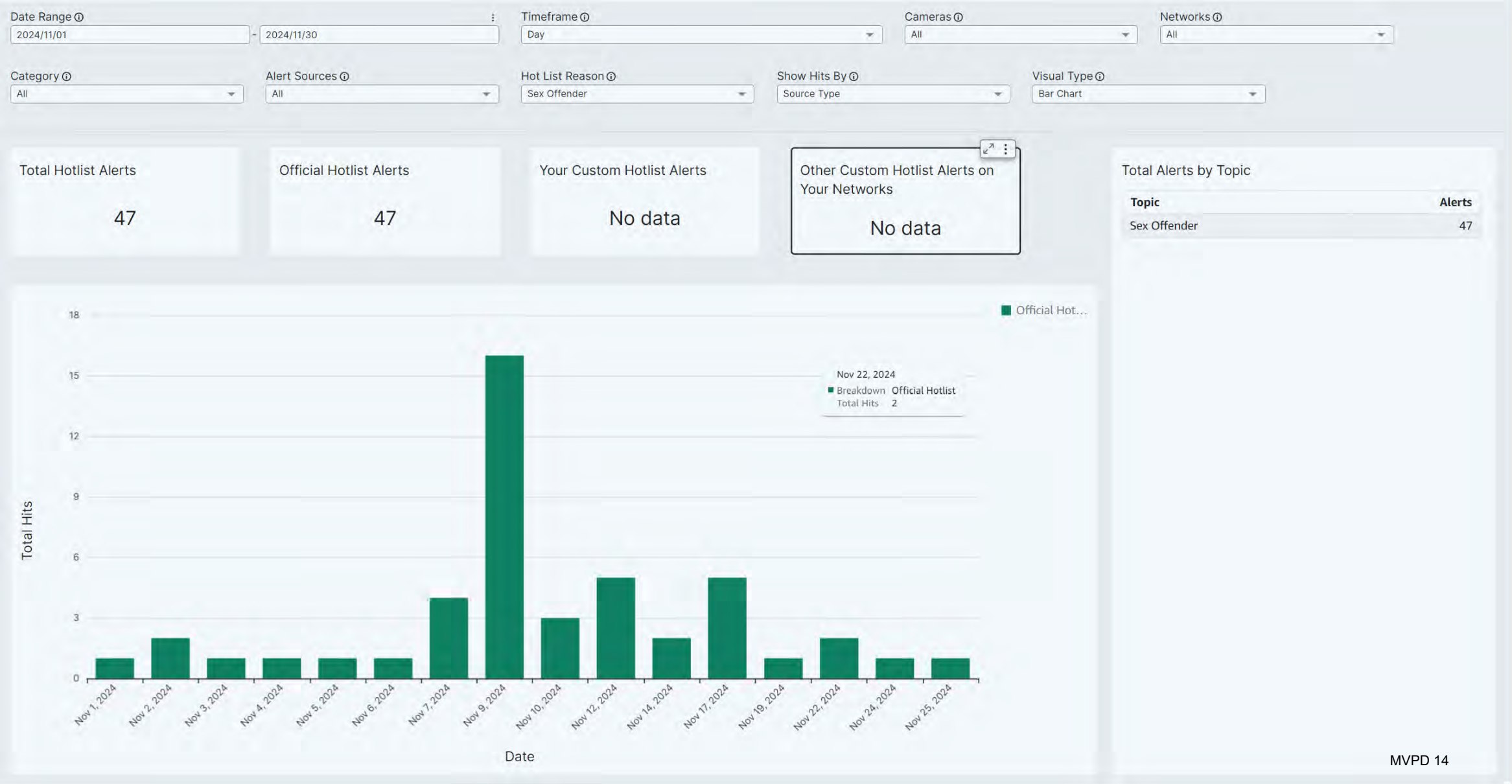
MVPD 12

Top 6 Categories



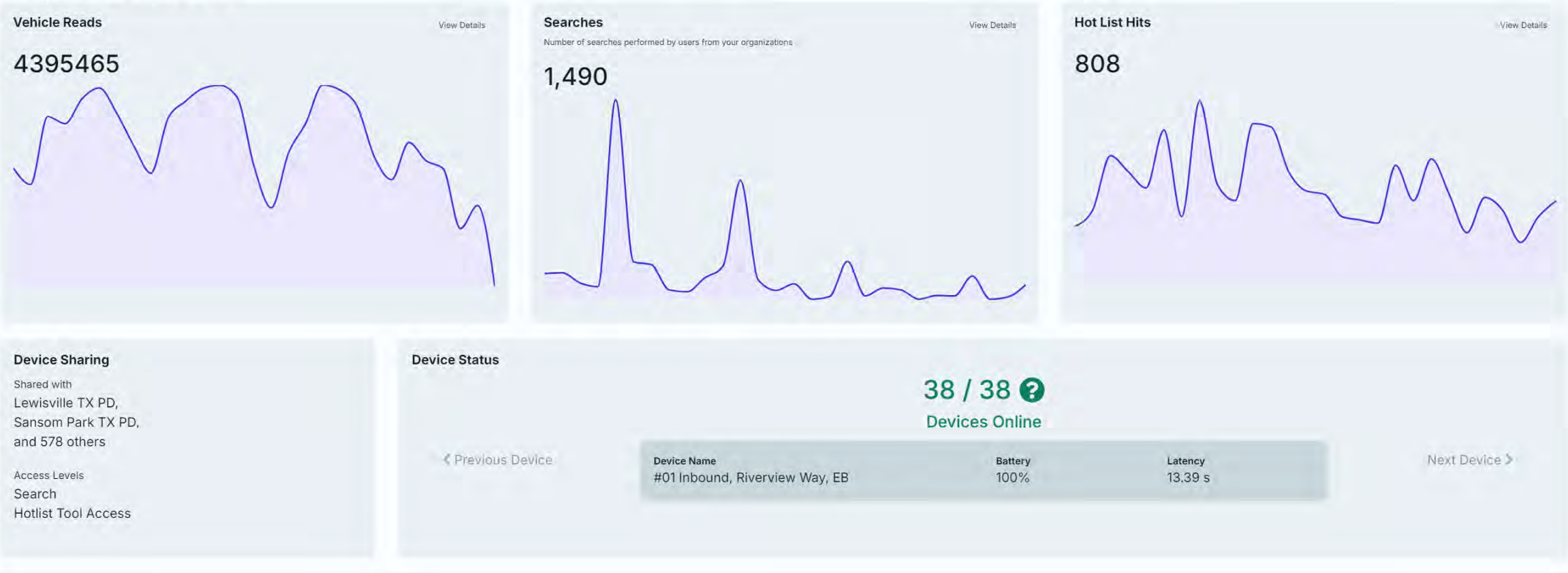
MVPD 13

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
#01 Inbound, Riverview Way, EB	5155
#29 - Riverbend Main Entrance	6693
#15 Hunters Creek Dr SB at I-10	7167
#25 - NB Bunker Hill x Memorial	7732
#06 Taylorcrest Rd WB at Flintdale	15686
#11 Greenbay St EB at Piney Point Rd	34109
Strey NB at Memorial	42842
#26 - SB Hedwig x Beinhorn	48492
#27 Unit 181 Blalock S/B at Taylorcrest	62835
#05 Bunkerhill Rd SB at Taylorcrest	66032
#10 On Memorial Dr EB from San Felipe	66656
#30 EB Beinhorn Rd @ Voss Rd	73666
#32 WB Greenbay @ Memorial Dr	81958
#09 N Piney Point Rd at Memorial Dr	87105
#14 Beinhorn Rd WB at Pipher	114536
#28 MVPD Station S/B Memorial Drive	125888
#24 - NB Blalock x Memorial	128154
#18 Memorial Dr EB at Voss	141691
#19 - SB Voss x Old Voss (Lane 1)	145410
#04 Memorial Dr NB at Briar Forest	156509
#16 Memorial Dr WB at E Creekside Dr	158756
#12 Piney Point Dr SB at Gaylord	177006
#07 Memorial Dr EB at Briar Forest	181375
#02 Memorial Dr EB at Gessner	193345
#17 Memorial Dr WB at Voss	209001
#21 - NB Voss x Magnolia Bend (Lane 1)	213212
#20 - SB Voss x Old Voss (Lane 2)	215407
#22 - NB Voss x Magnolia Bend (Lane 2)	252941
#23 - WB San Felipe x Buffalo Bayou	279417
#31 EB Memorial Dr near Tealwood	280987
#08 2200 S Piney Point Rd NB at City Limit	294672
#13 NB Gessner Rd	306607
#01 Gessner SB at Frostwood Elementary	388551
Grand Total	4569596

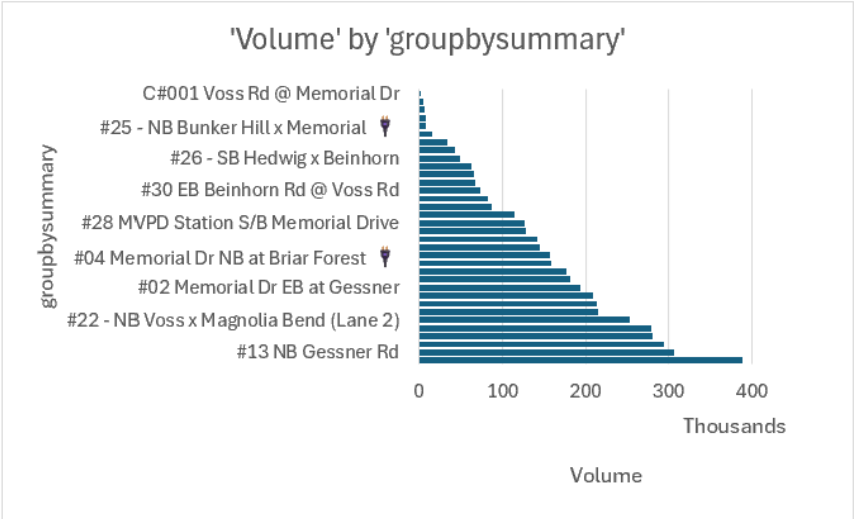


Plate Reads
By Location

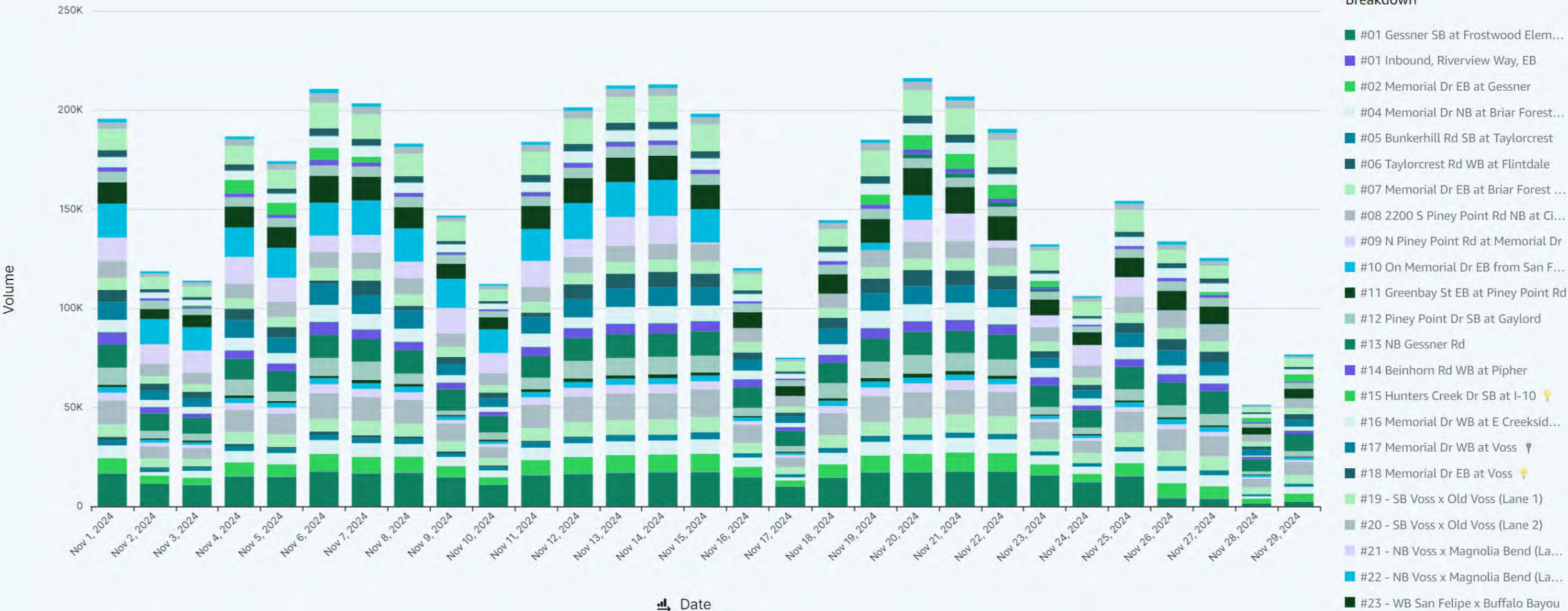
Total Vehicle Volume

4,569,596

Total Unique Vehicle Volume

2,163,357

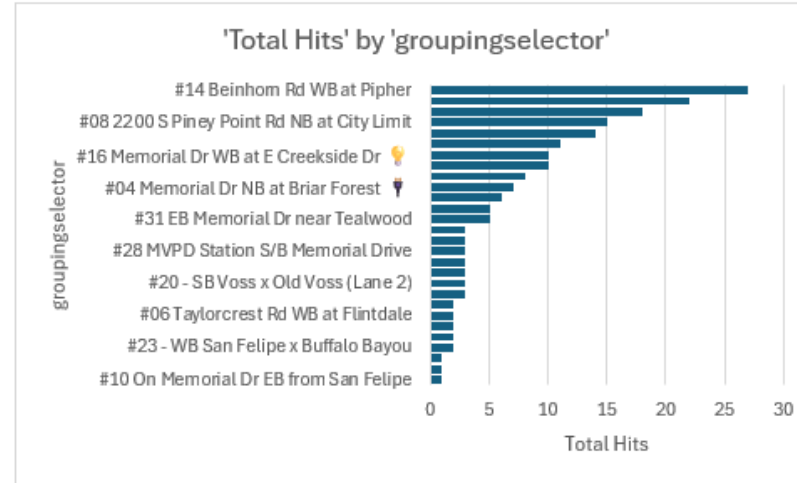
Total Vehicle Volume



Hits By Camera

Total 'Total Hits' by 'groupingslector'

groupingslector	Sum of Total Hits
#14 Beinhorn Rd WB at Pipher	27
#22 - NB Voss x Magnolia Bend (Lane 2)	22
#12 Piney Point Dr SB at Gaylord	18
#08 2200 S Piney Point Rd NB at City Limit	15
#21 - NB Voss x Magnolia Bend (Lane 1)	14
#13 NB Gessner Rd	11
#16 Memorial Dr WB at E Creekside Dr	10
#18 Memorial Dr EB at Voss	10
#01 Gessner SB at Frostwood Elementary	8
#04 Memorial Dr NB at Briar Forest	7
#17 Memorial Dr WB at Voss	6
#02 Memorial Dr EB at Gessner	5
#31 EB Memorial Dr near Tealwood	5
#24 - NB Blalock x Memorial	3
#19 - SB Voss x Old Voss (Lane 1)	3
#28 MVPD Station S/B Memorial Drive	3
#30 EB Beinhorn Rd @ Voss Rd	3
#32 WB Greenbay @ Memorial Dr	3
#20 - SB Voss x Old Voss (Lane 2)	3
#07 Memorial Dr EB at Briar Forest	3
#26 - SB Hedwig x Beinhorn	2
#06 Taylorcrest Rd WB at Flintdale	2
#27 Unit 181 Blalock S/B at Taylorcrest	2
#05 Bunkerhill Rd SB at Taylorcrest	2
#23 - WB San Felipe x Buffalo Bayou	2
#09 N Piney Point Rd at Memorial Dr	1
Strey NB at Memorial	1
#10 On Memorial Dr EB from San Felipe	1
Grand Total	192



Total Reads – 4,569,596

Unique Reads – 2,163,357

Hits- 192

6 Top Hits – 86

Hotlist – 2

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

Total Hotlist Alerts

1,368

Official Hotlist Alerts

1,176

Your Custom Hotlist Alerts

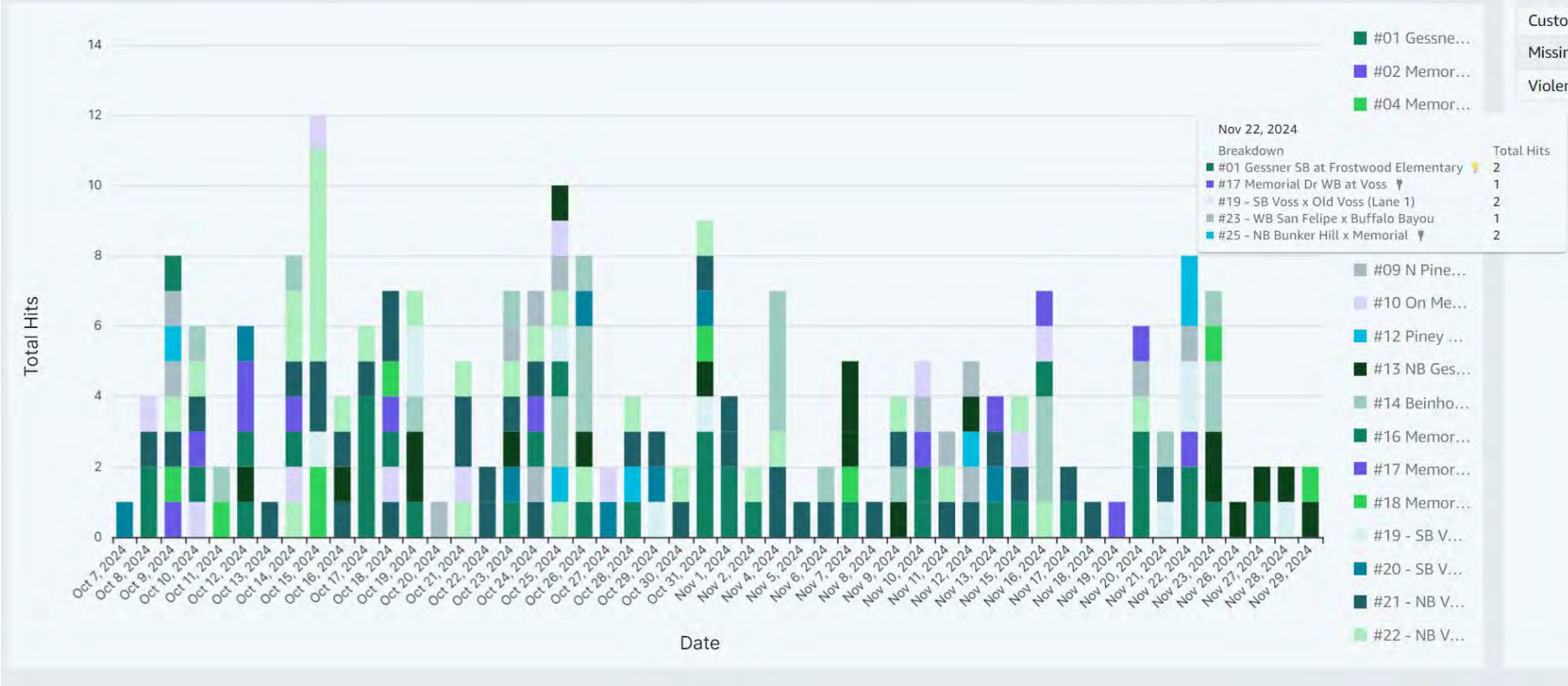
192

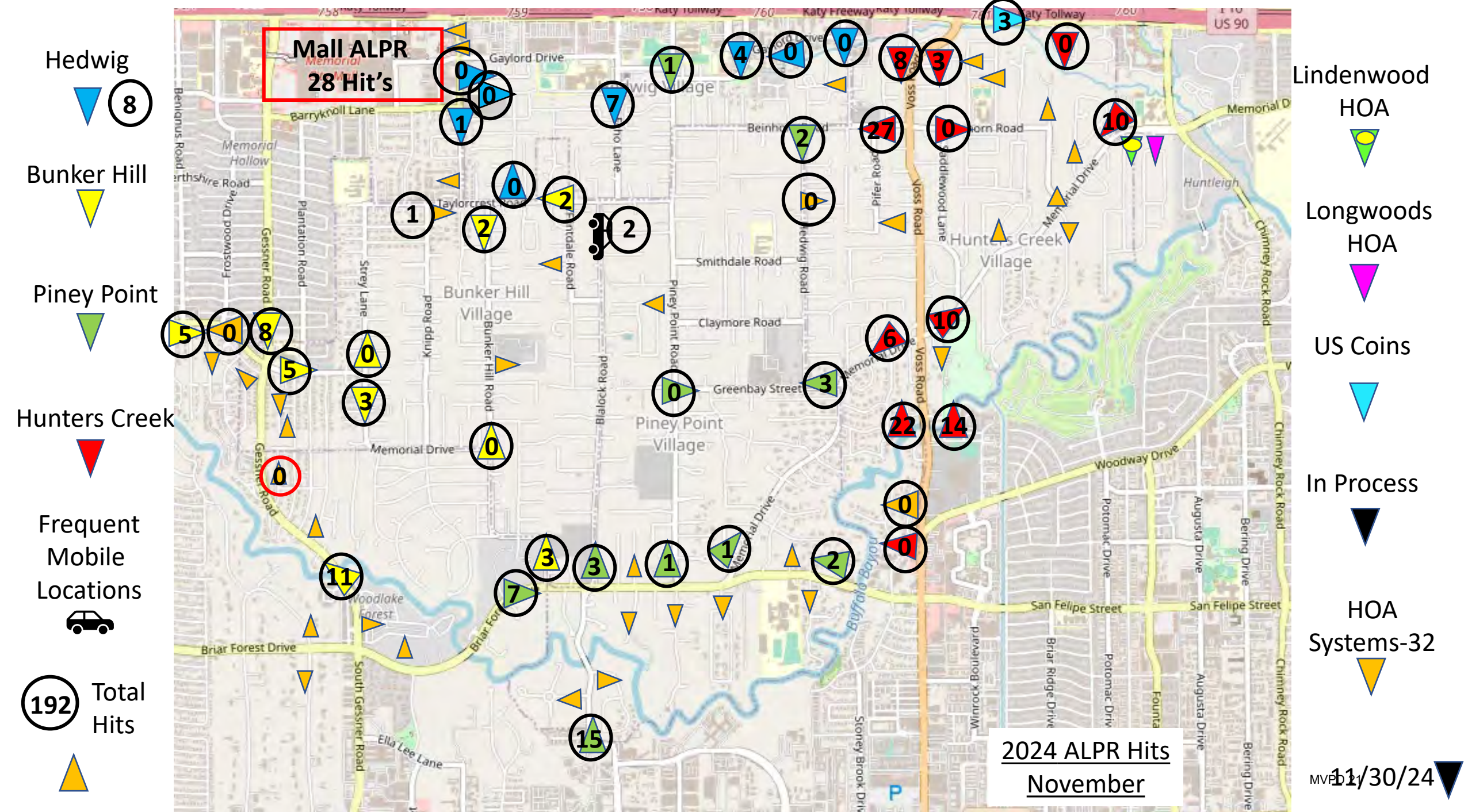
Other Custom Hotlist Alerts on Your Networks

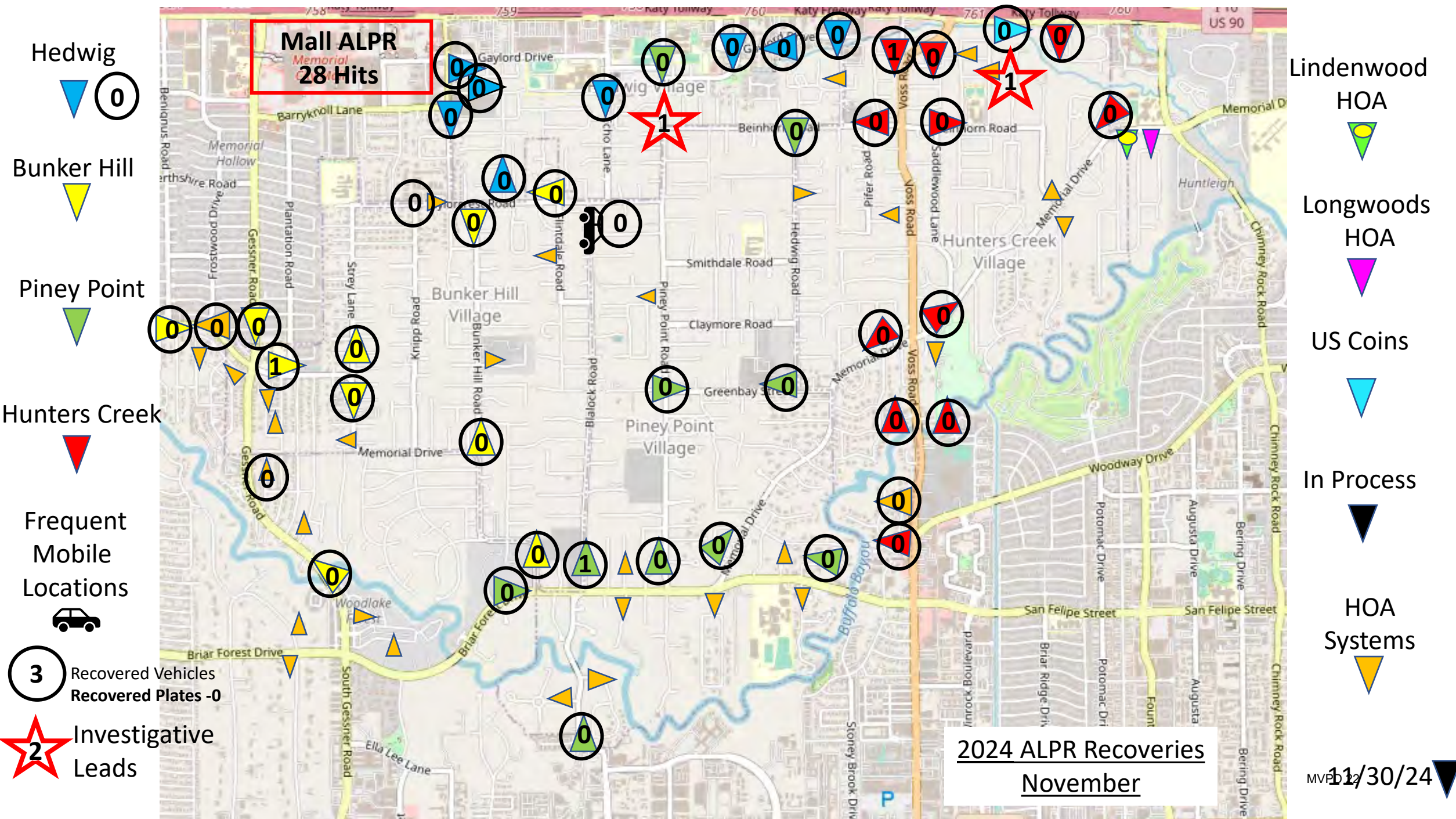
No data

Total Alerts by Topic

Topic	Alerts
Stolen Vehicle	456
Stolen Plate	419
Gang or Suspected Terrorist	261
Custom Hotlist Alert	192
Missing Person	34
Violent Person	6







ALPR Recoveries						
Num	Plate	Vehicle	Loc	Val	Links	Date
1	SVL2616	Kia Soul	24	\$ 16,500.00	CC Fraud/Theft	7-Jan
2	CWS5686	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	SKW4908	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	BY59PS	ToyCor	13	\$ 14,000.00		13-Jun
17	RXS0863	BMW	13	\$ 21,000.00	Eluding HPD arrest	15-Jun
18	LNT9834	Hynd Alint	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	SYW4647	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 Sei	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	GFG9837	Toyota Cor	23	\$ 9,000.00	Civil	24-Oct
28	SLD5217	InfG37	2	\$ 34,000.00	Fugitive	7-Nov
29	AL61848	Uhaul	24	\$ 30,000.00		10-Nov
30	BW57438	Chev Tah	19	\$ 32,000.00	Fugitive	21-Nov
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67						
				\$ 746,000.00		

Plate Recoveries					
Plate Recove	Date	Links	Plate Reco	Date	Links
6VKC128	1/23/2024	Owner	1C8661E	9/23/2024	Fake
RKN392	2/4/2024	Owner	1C8661E	10/3/2024	Fake
DWJ6774	2/15/2024	Owner			
4B8105K	3/2/2024	Dup/Frd			
SKK6235	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			
PSV8768	8/30/2024	On Stolen Car			
PD56229	8/30/2024	Owner			
PKM6191	9/12/2024	Cited/towed			
PMJ2303	9/18/2024	Recovered			

Firearm in vehicle	Vehicle found to be Stolen
Temp Tag	Hotlist

Located but Filed					
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			

Runaways/Missing		Community Safety Hotlist	
5 27 24	SNV9618	2	1/8/2024 LCP9497 32
7/4/2024	STC8489	9	4/19/2024 LCP9497 58
8/30/2024	RRG8054	31	
9/6/2024	VGP8503	23	

10 of 14 involved in other crimes = 69%

HOT List Hits Other Agencies				
8/5/2024	LWG4414	jersey	6	Warrant
9/13/2024	NVP4093	HPD	21	Suspects
10/28/2024	VGP9479	HCSO	6	Warrant

ALPR Stops Located not Reported as Recovered			
Plate	ALPR	Agency	Date
NLM7574	8	HPD	4-Jan
3882-E22	20	HPD	23-Jan
TLZ3887	13	C5	25-Apr
KDW2425	13	HPD	22-May
TLB1231	13	HPD	23-May
MPS5312	21	HPD	5-Jun
RXJ5040	21	HPD	28-Jul
GKN2469	21	HPD	22-Aug
1AOE392	13	HPD	23-Aug
TPT0723	13	HPD	9-Sep
VMB2435	21	HPD	27-Nov

Program Summary			
2024 Value	\$ 746,000.00	Recovered	23
2023 Value	\$ 646,500.00	Recovered	30
2022 Value	\$ 1,733,000.00	Recovered	74
2021 Value	\$ 1,683,601.00	Recovered	75
2020 Value	\$ 1,147,500.00	Recovered	61
2019 Value	\$ 438,000.00	Recovered	22
Program Total	\$ 6,394,601.00		285

INVESTIGATIVE LEADS/Solves						
Crime	Plate	Date	ALPR	Crime	Plate	Date
Package Theft	TPK9834	3-Jan	P- Kensington	Mail Theft	SJB2869	3/8/2024
BMV-Crim Mischief	100059B	3-Jan	P- US Coins	Mail Theft	SJB2869	3/15/2024
Theft of Lawn Eq	4297A98	4-Jan	2	Burglary of a Hab.	1RPFR	3/16/2024
Mail Theft	SXS7885	5-Jan	6	Burg of Hab	WV TLL2498	4/1/2024
Hotlist Theft	TPK9834	7-Jan	13	Auto Theft	TZJ4122	4/11/2024
BMV suspects	SGN1517	9-Jan	13	Crim Tres	TFM3379	5/18/2024
Package Thief	BW6J592	10-Jan	Bellaire	Robbery	NMF0683	5/21/2024
FSGI	PRM6967	23-Jan	P-Still	Burglary of a Buss.	RPY6912	6/28/2024
FSGI	8XSG491	27-Jan	1	BMV	RPY6912	8/11/2024
Runaway	RKH0399	2-Feb	12	Fraud	LWG4414	8/5/2024
Theft of Lawn Eq	BW6J592	9-Feb	2	Fraud	RPY6912	8/11/2024
BMV Att	TSP9824	16-Feb	18	Burglary	VDF8058	9/23/2024
BMV		22-Feb	12	BMV	JSZ3816	10/1/2024
Susp Event	TJJ0901	4-Mar	17	Threats to School	PXK2151	10/8/2024

Crime	Date	Plate	ALPR
BMV	10/30/2024	TTB0303	8
BMV	10/11/2024	RKR0649	29
BMV's	11/2/2024	5921G11	7
BMV	11/14/2024	5635L91	Coins
Jugger	12/2/2024	LPB6281	12

* ALPR used to prove false report

MEMORIAL VILLAGES POLICE DEPARTMENT

BUDGET AMENDMENT

FISCAL YEAR ENDING DECEMBER 31, 2024

AMENDMENT NUMBER 2024.01

Fund Name	Original Budget Amount	Requested Amended Budget	Increase/(Decrease)	Source of revenue/reserves to cover amendment	Comments
General Fund	7,577,100.00	7,675,100.00	98,000.00	FEMA grant reimbursement, TMLIRP, and other misc revenue received in FY24	Two storms in FY24 resulted in over \$150,000 in unbudgeted expenses
Auto Replacement Fund	140,000.00	340,000.00	200,000.00	FY24 sale of vehicles, TML Insurance Claim, Prior Year Carryover Fund Balance	The FY23 vehicles were not delivered until Fiscal Year 2024
Special Capital Assests Fund	149,700.00	200,000.00	50,300.00	Prior year carryover fund balance	
Totals:	7,866,800.00	8,215,100.00	348,300.00		

MVPD
BUDGET AMENDMENT 2024-01

**AMENDMENT NUMBER 2024-02**

To
The Amended Budget of the Memorial Villages Police Department
For Fiscal Year 2024
General Fund

DESCRIPTION/PURPOSE: Reclassify budget line items. - Operating Expenditures

ACCOUNT-INCREASE IN APPROPRIATIONS	ACCOUNT NO.	AMOUNT
Regular Wages	100	\$160,000.00
457b Employer Contribution	125	\$2,000.00
Medicare	160	\$4,000.00
General Liability Insurance	210	\$500.00
Real & Personal Property Insurance	240	\$1,000.00
Auto Maintenance	310	\$5,000.00
Damage Repair	330	\$16,000.00
General Maintenance	400	\$5,000.00
Natural Gas	630	\$1,500.00
Equipment Maintenance & Contracts	700	\$65,000.00
IT Services	730	\$15,000.00
Radio Parts and Labor	820	\$1,700.00
Criminal Investigations	870	\$1,000.00
Small Equipment	890	\$12,000.00
Storm Related Expenditures	900	\$98,000.00
TOTAL		\$387,700.00

ACCOUNT-(DECREASE) IN APPROPRIATIONS	ACCOUNT NO.	AMOUNT
Overtime	110	(\$15,000.00)
TMRS Retirement	120	(\$200,000.00)
Health Insurance	130	(\$20,000.00)
Auto Insurance	200	(\$4,000.00)
Professional Liability Insurance	230	(\$1,800.00)
Gas & Oil	300	(\$5,000.00)
Computer Replacement	500	(\$8,000.00)
Stationary/Expendables	520	(\$8,000.00)
Telephone	600	(\$8,000.00)
Tasers	835	(\$8,000.00)
Contingency	880	(\$11,900.00)
TOTAL		(\$289,700.00)

NET EFFECT TO BUDGET IS: \$98,000.00

No additional revenue is required from the Villages. Increase is covered by FEMA, TMLIRP, and other miscellaneous revenue received during FY24.

MVPD
MEMORIAL POINT ALPR-FLOCK

FLOCK SAFETY EQUIPMENT INSTALLATION

CASE NUMBER: 00837080
PERMITTING JURISDICTION:
Piney Point Village (City of), Right-of-Way

Piney Point Village (City of), Right-of-Way
ON BEHALF OF
TX - Memorial Point

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CONTACT LIST

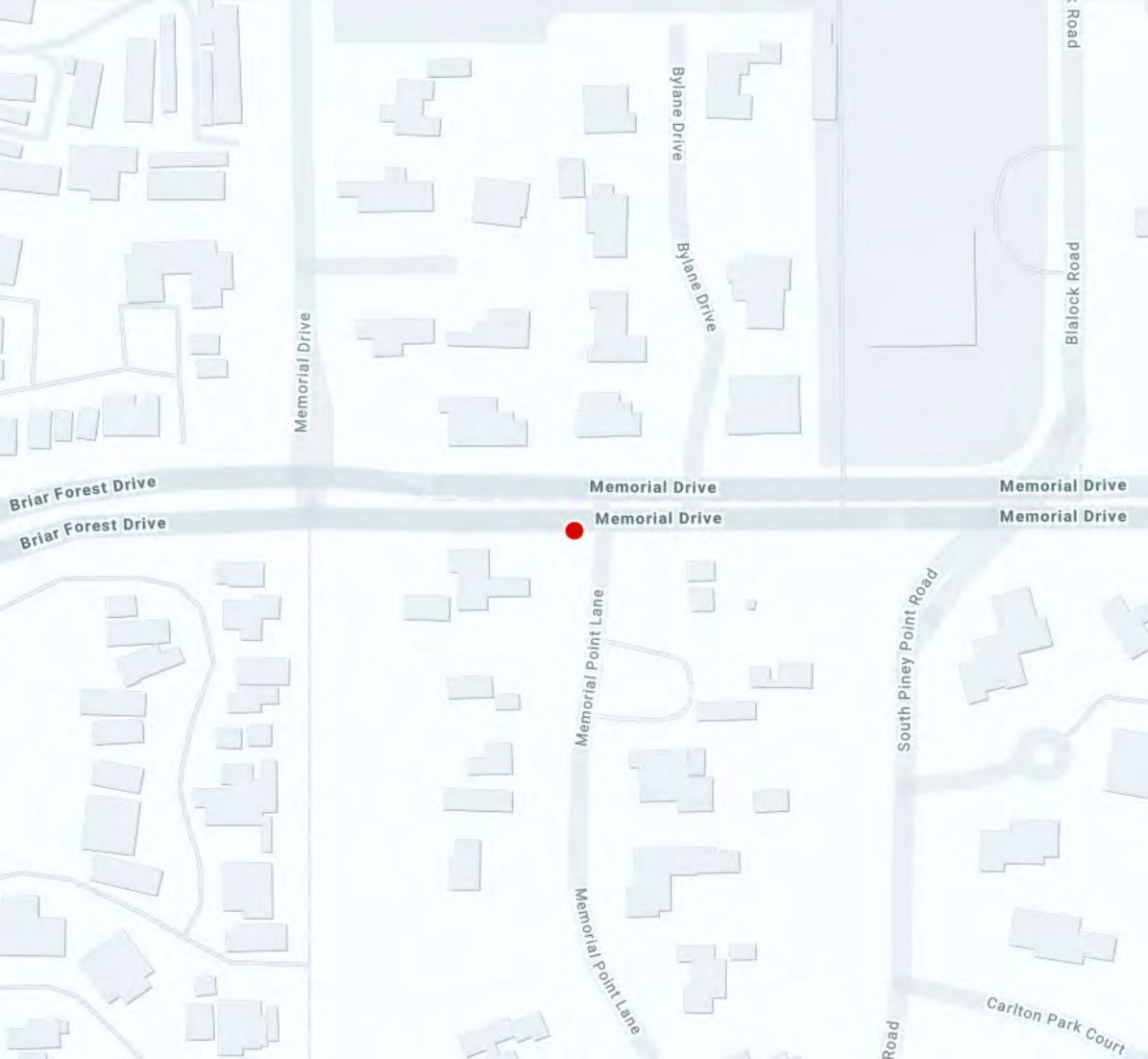
PERMITTING
cody.boudreaux@flocksafety.com

PROJECT MANAGER
taylor.custer@flocksafety.com

SEE APPROVED PERMIT FOR LISTED INSPECTOR*

DRAWING INDEX

T.01	COVER SHEET & LOCATION MAPS
GN.01	GENERAL NOTES
A.01	PLAN DRAWINGS



TX - Memorial Point
00837080

Flock Safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
0	11/22/2024	FLK	PRELIM

I HEREBY CERTIFY THIS DOCUMENT WAS PREPARED BY MYSELF OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF TEXAS

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FLOCK SAFETY EQUIPMENT INSTALLATION
CASE NUMBER: 00837080
PERMITTING JURISDICTION: Piney Point Village (City of), Right-of-Way

COVER SHEET & LOCATION MAPS	
SHEET: T.01	REV: 0

GENERAL & CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH STATE AND LOCAL AGENCY SPECIFICATIONS UNLESS SPECIFICALLY NOTED OR SHOWN OTHERWISE HEREIN.
2. ALL WORK SHALL CONFORM TO ALL APPLICABLE ELECTRICAL CODES EXCEPT WHEN STATE DEPARTMENT OF TRANSPORTATION AND LOCAL AGENCY STANDARDS SUPERSEDE.
3. CONTRACTOR SHALL ENSURE ALL PROPOSED EQUIPMENT INSTALLED IS IN ACCORDANCE WITH NESC REQUIREMENTS AND CLEARANCES.
4. ALL CONSTRUCTION AND/OR MAINTENANCE ON THE TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY SHALL CONFORM TO THE FEDERAL MANUAL ON UNIFORM TRAFFIC DEVICES, THE TEXAS DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, PLANS PREPARATION MANUAL AND DRAINAGE MANUAL.
5. THE PERMITTING AGENCY RESERVES THE RIGHT TO MAKE ADJUSTMENTS TO ANY PERMITTED METHODS OF INSTALLATION, SCOPE OF WORK AND RESTORATION THAT MAY BE REQUIRED TO POSITIVELY SUPPORT LIFE, SAFETY AND ENVIRONMENTAL WELL BEING OF ALL USERS OF THE TRANSPORTATION SYSTEM.
6. SHOULD A CONFLICT ARISE BETWEEN THE DETAILS SHOWN IN THE PLANS AND THE DEPARTMENT OF TRANSPORTATION STANDARDS, THE ENGINEER/PERMITTEE SHALL IMMEDIATELY CONFER WITH THE DEPARTMENT'S ENGINEER IN ORDER TO RESOLVE THE DISCREPANCY. IN NO CASE WILL ANYTHING LESS THAN THE DEPARTMENTS MINIMUM STANDARDS BE ALLOWED.
7. FLOCK SAFETY SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES 48 HOURS PRIOR TO CONSTRUCTION.
 - 7.1. INSTALLS INVOLVING FLOCK SAFETY PROVIDED POLES, A MINIMUM OF 2' SEPARATION SHALL BE MAINTAINED FROM ALL EXISTING UTILITIES AND STORM DRAIN STRUCTURES.
8. THE PERMITTED WORK SCHEDULE IS DEFINED AS MONDAY THROUGH FRIDAY 7:00AM TO 5:30PM UNLESS OTHERWISE NOTED WITHIN THE PERMIT. ANY WORK DESIRED OUTSIDE OF THIS PERIOD MUST BE REQUESTED IN ADVANCE AND APPROVED BEFORE WORKING THE ALTERNATE SCHEDULE.
9. FLOCK SAFETY SHALL BE RESPONSIBLE TO APPLY AND OBTAIN AN APPROVED TRAFFIC CONTROL PLAN IN ACCORDANCE WITH MUTCD AND LOCAL STANDARDS AS REQUIRED.
10. WORK INVOLVING TEMPORARY LANE CLOSURES ARE TO BE DONE BETWEEN THE HOURS OF 8:00AM AND 5:00PM. MONDAY THROUGH FRIDAY UNLESS OTHERWISE STATED BY THE DEPARTMENT OF TRANSPORTATION.
11. CONTRACTOR SHALL PROVIDE SAFE ACCESS PER CURRENT GENERAL STANDARDS FOR ALL PEDESTRIAN TRAFFIC REGULATIONS ON ALL EXCAVATIONS OPENED IN THE TRAFFIC ZONE CONTROL AREA.
12. NO PEDESTRIAN PATHWAY IS TO BE REMOVED, BLOCKED, OR DISTURBED WITHOUT HAVING A SUFFICIENT DESIGNATED TEMPORARY PEDESTRIAN PATHWAY WITH ALL APPROPRIATE PEDESTRIAN MAINTENANCE OF TRAFFIC SIGNS IN PLACE PRIOR TO PATHWAY BEING AFFECTED.
 - 12.1. ALL TEMPORARY PEDESTRIAN PATHWAYS MUST BE FIRM AND UNYIELDING.
13. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTY IN THE VICINITY OF THE CONSTRUCTION.
14. NO WORK SHALL BE PERFORMED DURING THE WEEKS OF ANY STATE OR FEDERAL HOLIDAYS UNLESS OTHERWISE APPROVED BY THE TEXAS DEPARTMENT OF TRANSPORTATION.
15. ALL WORK ZONES ARE TO BE SET UP AND MAINTAINED BY SOMEONE WHO HAS THE TEXAS DEPARTMENT OF TRANSPORTATION INTERMEDIATE TRAFFIC CONTROL LEVEL TRAINING OR EQUIVALENT.
16. THE PERMITTING AGENCY RETAINS THE RIGHT TO MAKE ALTERATIONS TO THE PERMIT, ATTACHED SKETCH OR CHARACTER OF WORK AS MAY BE CONSIDERED NECESSARY OR DESIRABLE DURING THE PROGRESS OF THE WORK FOR SATISFACTORY COMPLETION OF THE PROPOSED CONSTRUCTION.
17. THE PERMITTEE SHALL NOTIFY THE PERMITTING AGENCY OF DATE OF COMPLETION, REQUEST A FINAL INSPECTION AND A NOTICE OF FINAL ACCEPTANCE.
18. IF THE PROPOSED METHOD NOT BE INSTALLED PER THE APPROVED PERMITTED PLAN AND BY GENERAL SPECIFICATIONS, A REVISED PLAN MUST BE PROVIDED TO THE DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO THE INSTALLATION OF PRODUCTS OR MATERIALS AT THE GIVEN LOCATIONS WHERE CONFLICTS OCCUR.
19. CONTRACTOR SHALL RESTORE RIGHT-OF-WAY TO EQUAL OR BETTER CONDITION UPON COMPLETION OF WORK AND TO THE SATISFACTION OF THE STATE DEPARTMENT OF TRANSPORTATION AND LOCAL AGENCY AT NO ADDITIONAL COMPENSATION.
 - 19.1. RESTORATION MAY INCLUDE BUT IS NOT LIMITED TO GRADING AND SODDING IN ANY DISTURBED AREA.
 - 19.2. ANY SIDEWALK DISTURBED WILL BE REPLACED BY SECTION WITHIN 72 HOURS TO THE STATE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.
20. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO GENERAL FACILITIES AND/OR PRIVATE PROPERTY CAUSED BY CONSTRUCTION OF THE PROJECT.
21. ALL ROADWAY PAVEMENT, CURBS, GUTTERS AND STORM WATER COLLECTORS WILL BE KEPT FREE OF MUD AND OTHER DEBRIS AT ALL TIMES DURING CONSTRUCTION.
22. NO STOCKPILING, STORING OR SEMI PERMANENT USE OF THE RIGHT OF WAY IS AUTHORIZED UNLESS SPECIFICALLY IDENTIFIED WITHIN THE PERMIT.
23. THE CONTRACTOR SHALL HAVE AN AUTHORIZED PERSON AVAILABLE AT/OR NEAR THE WORK SITE TO ADDRESS EMERGENCY ISSUES ASSOCIATED WITH THE PROJECT.

ADA COMPLIANCE NOTES

1. ALL SIDEWALK CONSTRUCTION SHALL BE IN ACCORDANCE WITH ADA TITLE II AND ALL STATE DEPARTMENT OF TRANSPORTATION AND LOCAL STANDARDS. USE STATE DEPARTMENT OF TRANSPORTATION CURRENT EDITION STANDARDS FOR PEDESTRIAN CONTROL PLANS FOR CLOSURE OF SIDEWALK.
2. MINIMUM SIDEWALK CLEAR PEDESTRIAN ACCESS ROUTE (PAR) IS 48" WIDE.
3. NO OBSTRUCTION IS PERMITTED ALONG THE WIDTH OF THE SIDEWALK UP TO 7'-0" IN HEIGHT.

DRAWINGS

1. THE WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH THE FOLLOWING ATTACHED DRAWINGS THAT ARE HEREBY MADE A PART OF THE STATEMENT OF WORK, BY THIS REFERENCE.

SPECIFICATIONS

1. THE WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH THE SPECIFICATIONS CONTAINED IN THAT CERTAIN "MASTER AGREEMENT, OUTSIDE PLANT MAINTENANCE CONSTRUCTION SERVICES," PROVIDED THAT SUCH AN AGREEMENT EXISTS BETWEEN FLOCK SAFETY AND CONTRACTOR. IN THE ABSENCE OF SUCH AN AGREEMENT, THE SPECIFICATIONS CONTAINED IN AN AGREEMENT TO BE EXECUTED BY THE PARTIES PRIOR TO THE COMMENCEMENT OF WORK SHALL GOVERN.

MATERIALS

1. INSTALLER SHALL RECEIVE FLOCK SAFETY MATERIALS AT A FLOCK SAFETY LEASED WAREHOUSE FACILITY OR AT THE LOCAL TSO LOCATED AT (CONTACT 24 HOURS IN ADVANCE): 1170 HOWELL MILL RD NW, ATLANTA, GA 30318.

- 1.1. ALL UNUSED AND REQUESTED SALVAGED MATERIAL TO BE RETURNED TO SAME ADDRESS.

2. THE RECEIPT OF ALL MATERIALS SHALL BE CONSTRUED AS CONCLUSIVE EVIDENCE THAT THE CONTRACTOR HAS MADE ALL NECESSARY EXAMINATION AND INSPECTIONS, AND IS SATISFIED AS TO THE QUALITY AND QUANTITY OF MATERIALS RECEIVED.

3. ANY AND ALL MATERIALS THAT MAY BECOME LOST, STOLEN OR DAMAGED SHALL BE REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S SOLE EXPENSE, AND ANY DELAY INCURRED SHALL NOT BE CAUSE FOR AN EXTENSION IN TIME

SAFETY AND PRECAUTIONS

1. ALL PERSONNEL ARE REQUIRED TO ABIDE BY ALL RULES AND REGULATIONS SET FORTH IN THE FLOCK SAFETY REQUIREMENTS, RAILROAD SAFETY CODE AND GOVERNING JURISDICTION.

2. THE WORK UNDER THIS INSTALLATION WILL BE CONSTRUCTED ALONG RIGHTS OF WAY THAT MAY CONTAIN EXISTING AND OPERATIONAL UTILITIES. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR LOCATING EXISTING UTILITIES AND FOR COMPLIANCE WITH THE REQUIREMENTS OF ANY STATEWIDE AND/OR LOCAL AREA IN ADVANCE OF ANY EXCAVATION, BORING OR PLACING WORK AND THE CONTRACTOR SHALL LOCATE AND EXPOSE BY HAND ALL EXISTING SUBSURFACE PLANT. ANY DAMAGE CAUSED BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S SOLE EXPENSE AND ANY DELAY INCURRED SHALL NOT BE CAUSE FOR AN EXTENSION IN THE TIME OF THE CONTRACT.

3. INSTALLER SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTIES. INSTALLER SHALL PROTECT, SHORE, BRACE, SUPPORT AND MAINTAIN ALL UNDERGROUND PIPES, CONDUITS, DRAINS AND OTHER SUBSURFACE STRUCTURES UNCOVERED OR OTHERWISE AFFECTED BY THE WORK.

4. INSTALLER SHALL BE RESPONSIBLE FOR ALL DAMAGE TO STREETS, ROADS, HIGHWAYS, SHOULDERS, DITCHES, EMBANKMENTS, CULVERTS, BRIDGES OR OTHER PUBLIC OR PRIVATE PROPERTY OR FACILITY, REGARDLESS OF LOCATION OR CHARACTER, WHICH MAY BE CAUSED BY THE WORK, OR BY MOVING, HAULING, OR OTHERWISE TRANSPORTING EQUIPMENT, MATERIALS OR WORKERS TO OR FROM WORK OR ANY SITE THEREOF, WHETHER BY THE CONTRACTOR OR SUBCONTRACTORS.

STAKING AND SCHEDULING

1. ALL STAKING WILL BE PROVIDED BY FLOCK SAFETY. REQUIRED RIGHT OF WAY CLEARING SHALL BE COMPLETED PRIOR TO STAKING. THEREFORE, THE INSTALLER SHALL COORDINATE ALL CLEARING AND PLACING OPERATIONS WITH THE FLOCK SAFETY PROJECT SUPERVISOR TO AVOID DELAYS AND INTERFERENCE.

2. FLOCK SAFETY WILL PROVIDE RAILROAD, FLAGMEN AND SIGNALMEN AS REQUIRED; HOWEVER, THE CONTRACTOR SHALL BE REQUIRED TO COORDINATE ITS NEEDS FOR SUCH SIGNALMEN AND FLAGMEN WITH FLOCK SAFETY.

3. IN ADDITION TO THE SCHEDULING REQUIREMENTS IN THE GENERAL PROVISIONS, UPON REQUEST THE CONTRACTOR SHALL ALSO SUBMIT TO THE FLOCK SAFETY PROJECT SUPERVISOR, DAILY CREW ASSIGNMENT REPORTS SPECIFYING CREW AND CREW COMPOSITION AND WORK LOCATION.

PERMITS

1. FLOCK SAFETY HAS OBTAINED OR WILL OBTAIN PERMITS FROM DEPARTMENTS AND/OR AGENCIES OF CITIES, COUNTIES, STATES, FEDERAL GOVERNMENT, RAILROAD OR OTHER ENTITIES, WHICH PROVIDE FOR THE PLACING OF PIPES AND/OR CABLE UNDER DITCH, TRACKS AND ROADS AND PLACING PIPES AND/OR CABLE ALONG AND WITHIN PUBLIC OR PRIVATE ROAD RIGHTS OF WAY AND RAILROAD RIGHTS.

2. CONTRACTOR SHALL OBTAIN ADDITIONAL PERMITS, IF REQUIRED, FOR EQUIPMENT ACCESS OR MOVEMENT ON PUBLIC ROADS AND RAILROADS. COPIES OF SUCH PERMITS SHALL BE FURNISHED TO FLOCK SAFETY. ALL TRAFFIC CONTROL, IF APPLICABLE, SHALL BE IN ACCORDANCE WITH LOCAL, STATE, COUNTY, OR PERMITTING AGENCY LAWS, REGULATIONS, AND REQUIREMENTS, AND WILL BE THE CONTRACTOR'S RESPONSIBILITY. TRAFFIC CONTROL PLANS PROVIDED BY CURRENT TEXAS DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS.

SCOPE OF WORK

1. THIS PROJECT SHALL CONSIST OF THE FOLLOWING OPERATIONS: THE WORK PACKAGE IS FOR THE INSTALLATION OF FLOCK SAFETY ALPR CAMERAS WHICH INCLUDES BUT IS NOT LIMITED TO: FLOCK SAFETY PROVIDED POLES, POLE MOUNTED SOLAR PANELS, AND EXTERNAL BATTERY PACKAGES.

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TX - Memorial Point

00837080

Flock Safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
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0	11/22/2024	FLK	PRELIM

I HEREBY CERTIFY THIS DOCUMENT WAS PREPARED BY MYSELF OR
UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED
ENGINEER UNDER THE LAWS OF THE STATE OF TEXAS

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FLOCK SAFETY EQUIPMENT INSTALLATION

CASE NUMBER: 00837080

PERMITTING JURISDICTION: Piney Point Village (City of), Right-of-Way

COVER SHEET & LOCATION MAPS

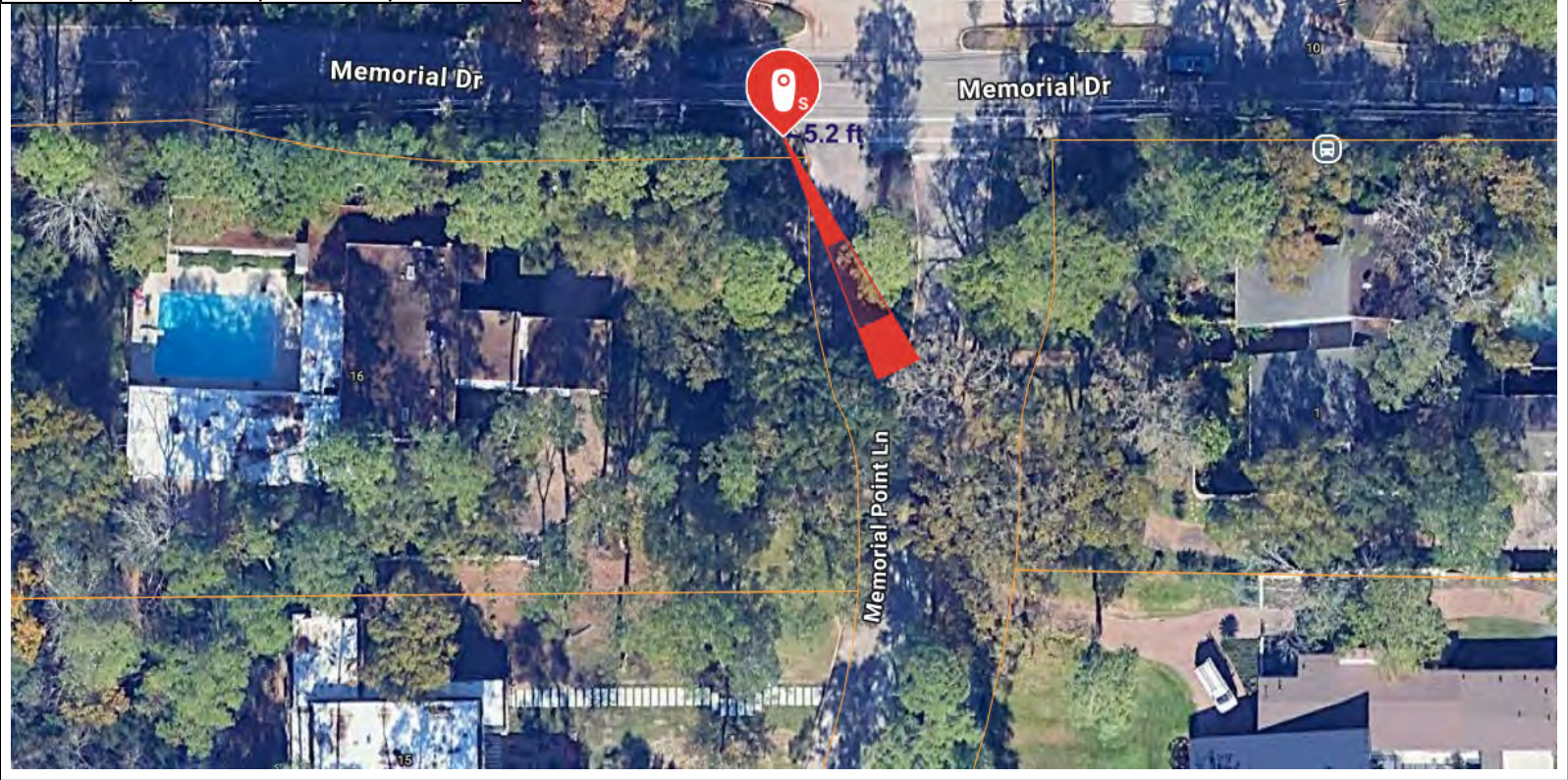
SHEET: GN.01	REV: 0
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FLOCK LOCATION DETAILS

LOCATION NAME: S#001 Memorial Point Ln @ Memorial Dr - Inbound/SB
GEOGRAPHIC COORDINATES:
29.750971940340982,-95.52483945528067



STREET NAME/SR #	SPEED LIMIT	TRAFFIC VOLUME	EOP DISTANCE
16 Memorial Point Ln	25	1000	5.2 ft



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TX - Memorial Point
00837080

Flock Safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
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FLOCK SAFETY EQUIPMENT INSTALLATION
CASE NUMBER: 00837080
PERMITTING JURISDICTION: Piney Point Village (City of), Right-of-Way

COVER SHEET & LOCATION MAPS

SHEET: A.01	REV: 0
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111 CN134017657-PROJ-GAUWE-24-	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Flock Group Inc DBA Flock Safety 1170 Howell Mill Rd NW Atlanta, GA 30318	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co. of America INSURER B: The Charter Oak Fire Insurance Company INSURER C: Homeland Insurance Company Of New York INSURER D: INSURER E: INSURER F:
	NAIC # 25674 25615 34452

COVERAGES**CERTIFICATE NUMBER:**

SEA-004065981-00

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			H-630-9W194831-TIL-24	08/23/2024	08/23/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-6T343696-24-I3-G	08/23/2024	08/23/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-6T386924-24-I3	08/23/2024	08/23/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB-6T346569-24-I3-G	08/23/2024	08/23/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions / Cyber			730000029-0000 SIR: \$100,000	08/23/2024	08/23/2025	Limit: \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDERCity of Piney Point
7660 Woodway, Suite 460
Piney Point, TX 77063**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services*Marsh Risk & Insurance Services*

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TO: Mayor and City Council

FROM: R. Pennington, City Administrator

VIA: Village Fire Department Commission

MEETING DATE: December 16, 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.

Attachments/Required Documents:

VFD Report documents



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

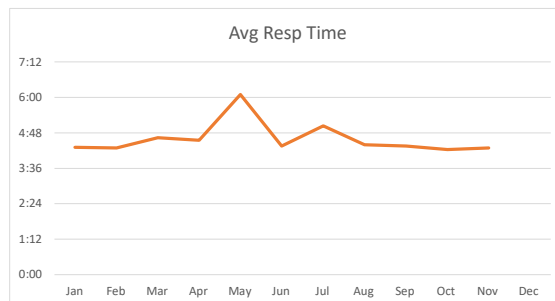
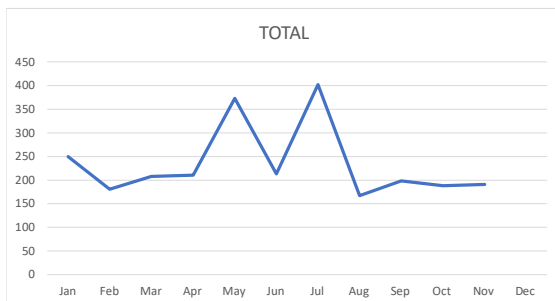
November 2024 Summary - All Cities

Call/Incident Type/Detail	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total YTD
TOTAL	250	181	208	211	373	213	402	167	198	188	191		2582
Abdominal Pain	0	1	1	2	4	3	2	2	1	5	1		22
Allergic Reaction	2	1	2	2	1	1	0	2	1	3	0		15
Animal Bite	0	0	1	0	0	0	0	0	2	0	0		3
Apartment Fire	0	0	0	0	0	0	1	0	0	0	0		1
Assult	0	1	1	0	1	1	0	0	2	1	0		7
Automatic Aid	3	2	3	4	1	0	0	0	0	1	2		16
Automatic Aid- Apartment Fire	13	6	13	10	4	2	5	0	0	2	3		58
Automatic Aid- Building Fire	4	2	2	3	0	1	1	0	0	2	3		18
Automatic Aid- Elevator Rescue	3	1	1	0	1	2	2	0	0	2	5		17
Automatic Aid- Entrapment MVC	1	3	1	0	1	0	0	0	0	0	2		8
Automatic Aid- Gas Leak	1	1	2	3	2	0	3	0	0	1	4		17
Automatic Aid- High Rise Fire	0	2	1	0	0	0	0	0	0	2	1		6
Back Pain	0	0	2	1	1	1	0	0	1	1	0		7
Burn Victim	0	0	0	0	0	0	2	0	0	0	0		2
Business Fire	0	0	0	0	0	0	0	1	1	0	0		2
Carbon Monoxide Detector With Symptoms	0	1	0	0	2	0	3	0	0	1	0		7
Carbon Monoxide Detector No Symptoms	2	3	3	1	11	8	11	7	1	3	5		55
Cardiac/Respiratory Arrest	1	1	0	0	0	1	0	0	2	0	1		6
Check a Noxious Odor	2	1	0	1	0	0	0	0	1	0	0		5
Check for Fire	0	0	1	0	1	0	7	0	3	0	1		13
Check for the Smell of Natural Gas	2	3	6	2	18	2	5	2	7	6	2		55
Check for the Smell of Smoke	2	2	1	2	5	2	5	4	3	0	0		26
Chest Pain	3	1	4	1	3	4	4	2	3	2	3		30
Child Locked in a Vehicle Engine and AC running	0	0	0	0	1	0	1	0	0	1	0		3
Child Locked in a Vehicle Engine not running	0	1	0	0	1	1	0	1	1	2	0		7
Choking	1	1	2	0	0	0	0	0	0	1	0		5
Diabetic Emergency	1	2	2	1	0	1	0	0	0	0	0		7
Difficulty Breathing	9	5	8	12	4	3	8	10	5	7	5		76
Dumpster Fire Not near Structure	0	0	0	0	1	1	0	0	0	0	1		3
Electrical Fire	0	0	1	0	1	0	1	1	0	3	0		7
Elevator Rescue	1	0	0	0	2	1	4	0	0	1	0		9
Entrapment- Non MVC	0	0	1	0	1	0	0	0	0	0	0		2
Eye Problems	0	0	0	0	0	1	0	0	0	0	0		1
Fall Victim	10	8	13	9	11	8	6	12	9	13	17		116
Fire Alarm Business	8	6	3	6	9	9	6	3	3	4	5		62
Fire Alarm Church or School	10	6	3	4	9	8	6	11	4	2	4		67
Fire Alarm Residence	36	28	23	25	57	38	59	26	45	31	32		400
Gas Leak	3	0	5	4	15	1	3	2	6	4	2		45
Grass Fire	0	0	0	0	0	0	1	0	0	1	2		4
HAZMAT Emergency	0	0	0	0	0	1	0	1	0	0	0		2
Headache- Stroke symptoms not present	0	0	0	2	0	1	0	1	2	0	0		6
Heart Problems	8	6	4	6	6	5	2	3	4	9	4		57
Heat/Cold Exposure	1	0	0	0	0	2	2	3	2	0	0		10
Hemorrhage/Laceration	1	2	1	1	1	1	1	4	4	2	4		22
House Fire	2	0	1	1	6	4	3	1	0	0	2		20
Injured Party	4	4	4	3	4	4	4	2	5	2	2		38
Medical Alarm	6	5	4	2	9	3	5	11	6	3	4		58
Motor Vehicle Collision	23	15	21	25	21	24	31	13	20	21	14		228
Motor Vehicle Collision with Entrapment	0	0	1	1	2	0	1	0	0	0	2		7
Object Down in Roadway	6	1	5	6	17	5	67	2	0	0	0		109
Oven/Appliance Fire	1	0	0	0	0	0	1	0	0	3	0		5
Overdose/Poisoning	1	1	2	0	3	0	2	1	1	3	4		18
Possible D.O.S.	1	0	1	2	0	0	0	1	0	1	0		6
Powerlines Down Arcing/Burning	3	0	3	6	41	14	66	2	0	0	5		140
Pregnancy/ Childbirth	1	0	0	0	0	0	0	0	2	0	0		3
Psychiatric Emergency	3	6	2	2	3	2	4	1	4	1	1		29
Seizures	4	2	8	4	2	1	7	0	4	3	0		35
Service Call Non-emergency	14	16	12	15	36	8	17	10	8	5	16		157
Shooting/Stabbing	1	0	0	0	2	1	0	0	0	0	1		5
Sick Call	21	15	15	19	23	20	19	8	11	9	17		177
Smoke in Business	1	0	0	0	0	0	0	0	0	0	0		1
Smoke in Residence	1	0	1	1	0	1	0	0	1	0	1		6
Stroke	5	1	3	2	3	1	5	4	1	3	1		29
Transformer Fire	3	0	2	2	11	1	11	0	1	0	0		31
Trash Fire	0	0	0	0	1	0	0	0	1	0	0		2
Traumatic Injury	1	3	0	1	0	0	0	0	3	0	1		9
Unconscious Party/Syncope	14	9	7	10	10	11	7	8	9	13	10		108
Unknown Medical Emergency	1	2	3	5	1	3	1	3	4	8	1		32
Vehicle Fire	4	3	1	2	3	0	0	2	2	1	0		18
Wash Down	1	1	1	0	0	0	0	0	1	0	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	132	4:17
Dec		
1903		4:35

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

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



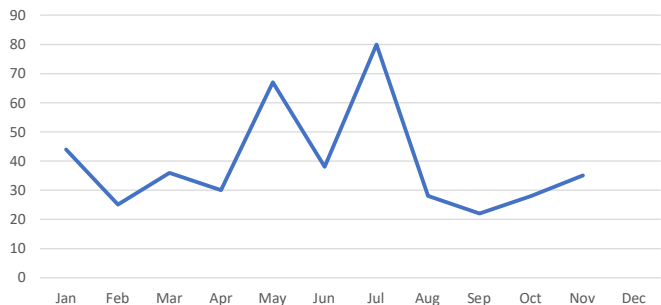


Village Fire Department
901 Corbindale Rd
Houston, TX, 77024
Phone# (713) 468-7941 Fax# (713) 468-5039

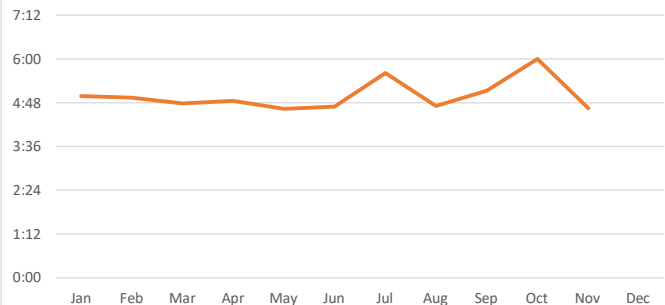
November 2024 Summary - Piney Point

Call/Incident Type/Detail	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total YTD	Month	# of Incidents	Avg Resp Time
TOTAL	44	25	36	30	67	38	80	28	22	28	35		433	Jan	23	4:59
Abdominal Pain	0	0	1	0	1	0	0	0	0	0	0		2	Feb	16	4:56
Allergic Reaction	0	1	0	0	0	0	0	0	0	1	0		2	Mar	29	4:47
Animal Bite	0	0	0	0	0	0	0	0	1	0	0		1	Apr	18	4:51
Assult	0	0	0	0	1	0	0	0	0	0	0		1	May	47	4:38
Back Pain	0	0	1	0	0	0	0	0	0	0	0		1	Jun	29	4:42
Business Fire	0	0	0	0	0	0	0	0	1	0	0		1	Jul	50	5:37
Carbon Monoxide Alarm with Symptoms	0	0	0	0	0	0	2	0	0	0	0		2	Aug	23	4:43
Carbon Monoxide Detector No Symptoms	0	0	1	0	1	0	3	0	0	0	1		6	Sep	17	5:08
Cardiac/Respiratory Arrest	0	1	0	0	0	0	0	0	0	0	0		1	Oct	24	6:00
Check for the Smell of Natural Gas	0	1	2	0	2	1	0	0	0	1	0		7	Nov	24	4:39
Check for the Smell of Smoke	0	0	0	0	0	0	1	1	0	0	0		2	Dec		
Chest Pain	0	0	2	0	0	0	0	0	0	0	0		2		300	5:00
Child Locked in a Vehicle Engine not running	0	0	0	0	0	1	0	1	0	1	0		3			
Choking	0	1	0	0	0	0	0	0	1	0	0		2			
Difficulty Breathing	2	2	3	0	1	0	0	2	0	0	1		11			
Electrical Fire	0	0	0	0	0	0	0	0	0	1	0		1			
Fall Victim	1	1	4	1	3	1	2	1	0	2	4		20			
Fire Alarm Business	0	0	0	0	1	0	0	0	0	0	0		1			
Fire Alarm Church or School	5	0	1	1	2	4	0	3	0	1	1		18			
Fire Alarm Residence	13	7	7	8	11	12	18	6	10	11	15		118			
Gas Leak	3	0	0	3	0	0	1	0	1	0	0		8			
Headache- Stroke symptoms not present	0	0	0	1	0	0	0	0	0	0	0		1			
Heart Problems	0	1	1	1	1	0	0	0	0	1	1		6			
Heat/Cold Exposure	0	0	0	0	0	1	0	0	1	0	0		2			
Hemorrhage/Laceration	1	0	0	0	0	0	0	0	1	0	0		2			
House Fire	0	0	0	0	2	1	0	0	0	0	0		3			
Injured Party	0	0	0	1	2	0	0	0	0	0	0		3			
Medical Alarm	2	1	1	1	1	0	2	3	0	1	0		12			
Motor Vehicle Collision	1	1	2	1	3	1	1	2	2	3	2		19			
Motor Vehicle Collision with Entrapment	0	0	0	0	1	0	0	0	0	0	0		1			
Object Down in Roadway	3	0	2	1	4	1	19	0	0	0	0		30			
Overdose/Poisoning	0	0	0	0	1	0	0	1	0	0	1		3			
Possible D.O.S.	1	0	1	0	0	0	0	0	0	0	0		2			
Powerlines Down Arcing/Burning	2	0	1	1	9	5	16	2	0	0	3		39			
Psychiatric Emergency	0	0	0	1	0	0	2	1	0	1	1		6			
Seizures	0	0	0	0	1	0	0	0	0	0	0		1			
Service Call Non-emergency	4	4	3	6	9	2	2	1	2	0	1		34			
Shooting/Stabbing	0	0	0	0	2	1	0	0	0	0	1		4			
Sick Call	2	1	1	2	3	4	3	1	1	1	2		21			
Smoke in Residence	0	0	0	0	0	1	0	0	0	0	0		1			
Stroke	2	0	2	0	1	0	0	1	0	1	0		7			
Transformer Fire	1	0	0	0	2	0	4	0	0	0	0		7			
Traumatic Injury	1	0	0	0	0	0	0	0	1	0	0		2			
Unconscious Party/Syncope	0	2	0	1	2	1	3	1	0	2	1		13			
Unknown Medical Emergency	0	1	0	0	0	1	1	1	0	0	0		4			

TOTAL



Avg Resp Time



TO: City Council

FROM: City Engineer

MEETING DATE: December 16, 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) 2023 Paving Improvements Change Order: HDR is requesting formal approval for a Change Order in the amount of \$10,325.00 for the installation of an additional 18-inch RCP pipe and a new inlet. The contractor has expressed agreement with the proposed additional work, and the homeowner has provided their approval following a site visit conducted by HDR and Councilman Dodds on December 2nd. Work includes a proposed Type A Inlet.
- b) Blalock Point Repairs Quotes: HDR has previously discussed two point repairs along Blalock Road, which will involve replacing 80 linear feet of 36-inch storm sewer, as well as updating associated driveways and sidewalks. Attached are the quotes received from OnPar Civil Services, AAA Asphalt, and Experts Underground Solutions, LLC. HDR recommends awarding the project to Experts Underground Solutions, LLC for the total amount of \$49,998.00.
- c) Chapelwood Court Drainage Improvements: Upon conducting a review of the CCTV footage along Chapelwood, we identified significant root intrusion and blockages. Consequently, HDR is requesting formal approval to proceed with one of the proposed options to mitigate this issue. This additional work will be incorporated into the previously approved budget of \$35,120.00, which is allocated for drainage improvements at 412 Chapelwood Court.
- d) Memorial Point and Memorial Drive Intersection: A sign should be installed in the esplanade stating, "Do Not Block Intersection(s)." This road is managed by the County and is currently in the design phase. The resident is requesting additional markings at

the intersection, including the painting of stop bars on a major thoroughfare. However, these requests do not comply with established traffic standards for Memorial. Other marking options are plausible and available for discussion.

e) December Engineers Report

Recommendations:

- (1) Staff recommends a change order for the 2023 Paving Improvement Project in the amount of \$10,325.00 to install an additional 18-inch RCP pipe and a new inlet.
- (2) Staff recommends the Blalock Point Repairs Project awarded to Experts Underground Solutions in the amount of \$49,998.00
- (3) Staff recommends that the Chapelwood Drainage Improvement Project move forward with one of the proposed options to help mitigate this issue.

Attachments:

2023 Paving Improvements including estimate and drainage detail.
Blalock Road Repairs – Quote Sheet.
Engineer Report.

2023 Paving Improvements Change Order

2023 Paving Improvements Project

Estimate of Additional Construction Costs due to Changes to Proposed Storm Sewer Design at Grecian Way

City of Piney Point Village

HDR Job No. 10387175

Item No.	Item Description	Unit	Quantity	Unit Price	Cost
18	Proposed 18" HDPE storm sewer including bedding and backfill, complete in place, the sum of:	L.F.	40	\$80.00	\$3,200.00
19	Proposed 24" HDPE storm sewer including bedding and backfill, complete in place, the sum of:	L.F.	35	\$95.00	\$3,325.00
20	Proposed Type A Inlet, complete in place, the sum of:	EA.	1	\$3,800.00	\$3,800.00
Estimated Additional Construction Costs:					\$10,325.00

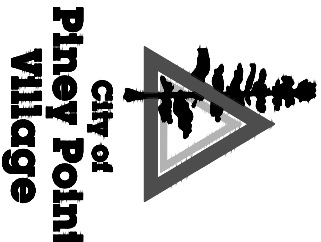
BENCHMARK:

TBM 1	GENERAL LOCATION: STORM MANHOLE COVER ON NORTH SIDE OF BEINHORN ROAD AND WEST OF GRECIAN WAY BASELINE. GRID NORTHING: 13,848,288.94 GRID EASTING: 3,075,232.96 ELEVATION: 70.70
TBM 2	GENERAL LOCATION: SANITARY MANHOLE COVER @ MOST NORTHEAST CORNER OF GRECIAN WAY. GRID NORTHING: 13,848,233.51 GRID EASTING: 3,075,288.56 EL. = 71.53

HDR Engineering, Inc.
4828 Loop Central Drive, Suite 700
Houston, Texas 77081
P 713.622.9254 F 713.622.9285
www.hdrinc.com

PROJECT FOR

PINEY POINT VILLAGE,
TEXAS
2023 PAVEMENT
IMPROVEMENTS PROJECT



TO ASSURE FIRE LINES TO BE TURNED OFF 48 HOURS, CALL CENTROPUNT ENERGY AT 713-287-2222.
NOTICE:
FOR YOUR SAFETY, YOU ARE REQUIRED BY TEXAS LAW TO CALL 811 AT LEAST 48 HOURS BEFORE YOU BEGIN ANY UNDERGROUND LINES CAN BE MARKED.
THE SERVICE AREA HAS BEEN FIELD VERIFIED AND IS SHOWN TO THE LEFT.

VERIFICATION OF PRIVATE UTILITY LINES

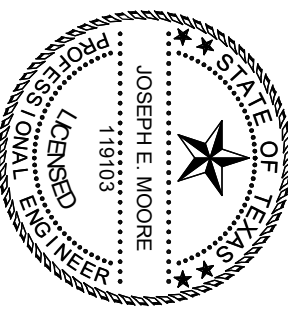
Mike Brewer DATE: 08/27/24
CENTROPUNT ENERGY NATURAL GAS UTILITIES SHOWN.
(GAS SERVICE LINES ARE NOT SHOWN).
THIS SERVICE AREA TO BE USED FOR CORRECT VERIFICATION. SIGNATURE VALID FOR 30 MONTHS.

Mike Brewer DATE: 08/27/24
CENTROPUNT ENERGY UNDERGROUND ELECTRICAL FACILITIES SHOWN.
(THE SIGNATURE REMAINS VALID FOR ONE YEAR).
VERIFICATION. SIGNATURE VALID FOR 30 MONTHS.

Joan Rodriguez DATE: 08/19/2024

APPROVED FOR ARKET TEXAS/SWIFT UNDERGROUND CONDUIT FACILITIES ONLY. SIGNATURE VALID FOR ONE YEAR.

MARK	DATE	DESCRIPTION
PROJECT NUMBER	10387175	
ORIGINAL ISSUE		
PROJECT MANAGER	Joseph Moore	
PROJECT DESIGNER	Cole Koonick	
DRAWN BY	Denise Mahier	



8/8/2024

SHEET NAME

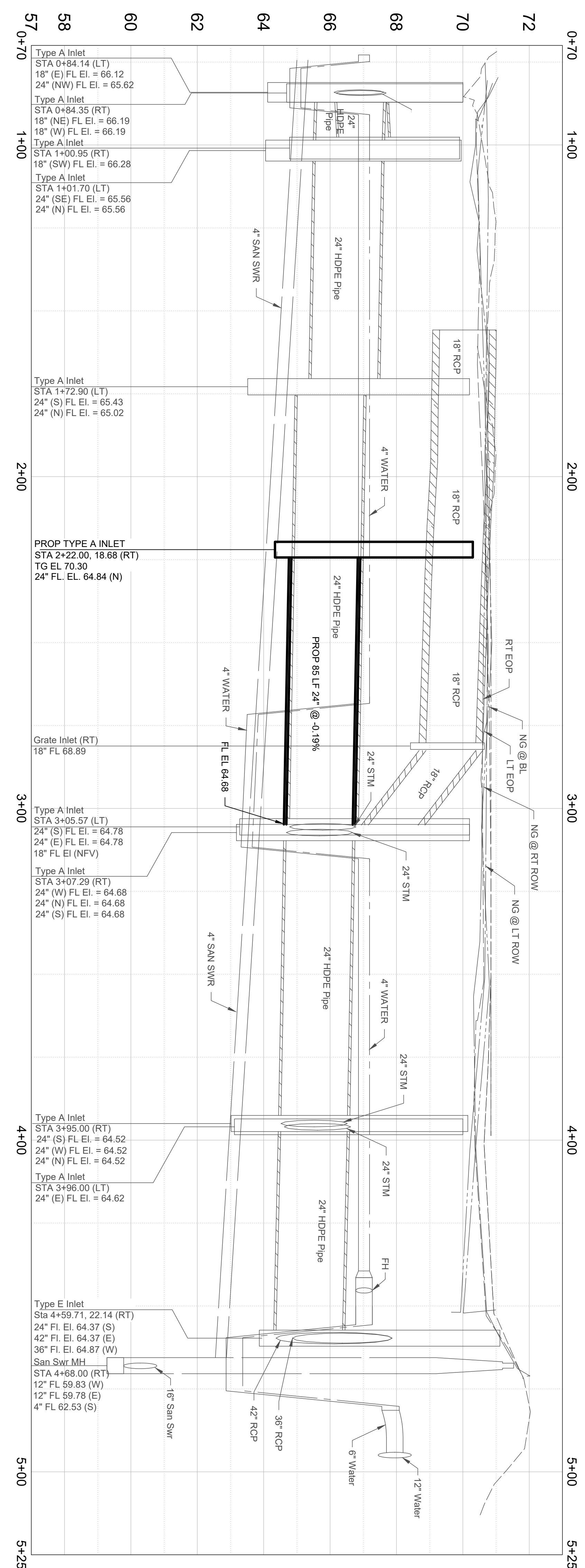
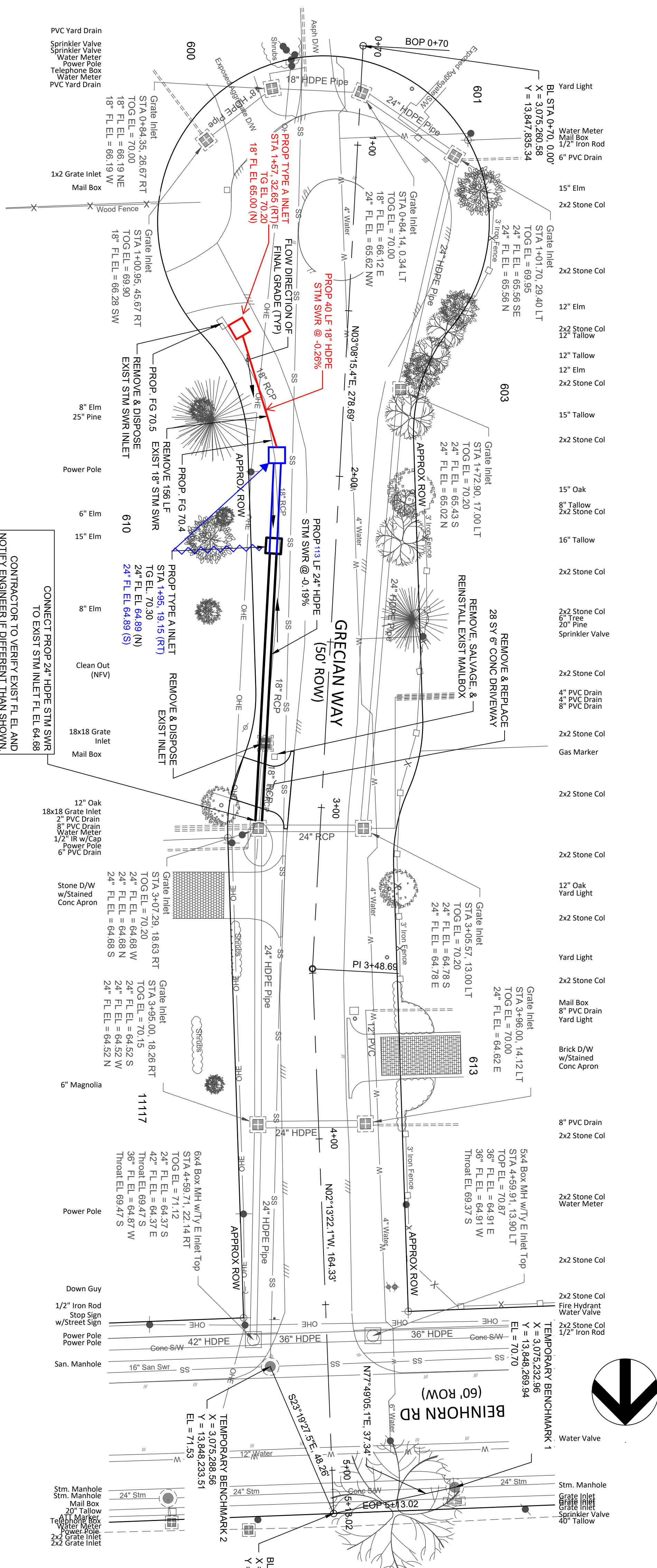
GRECIAN WAY
STA 0+70.00 TO STA 5+13.02

SCALE
0 10 20 30 40
1" = 20' - H
1" = 2' - V

SHEET NUMBER

4 of 32

FILE NAME



City of Piney Point Village					
Blalock Road Repairs					
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, 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:	\$ 10,000.00	\$ 10,000.00
2	1	L.S.	Tree Protection, complete in place, the sum of:	\$ 1,518.00	\$ 1,518.00
3	30	S.Y.	4-1/2" thick concrete sidewalk, including sawcutting, subgrade, bank sand bedding, reinforcement and joints, complete in place the sum of:	\$ 105.00	\$ 3,150.00
4	8	S.Y.	6" Concrete Driveway, including sawcutting, curb return, stabilized subgrade, reinforcement and joints, complete in place the sum of:	\$ 215.00	\$ 1,720.00
5	14	S.Y.	Full depth asphalt point repair, including pavement removal, 8-inches of Type A HMA (black base), 2-inches of Type D HMA overlay, and tack coat, complete in place, the sum of:	\$ 185.00	\$ 2,590.00
6	80	L.F.	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:	\$ 20.00	\$ 1,600.00
7	80	L.F.	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:	\$ 260.00	\$ 20,800.00
8	6	EA.	Proposed reinforced concrete collar, complete in place the sum of:	\$ 575.00	\$ 3,420.00
9	1	EA.	Type 'A' Storm Sewer Inlet, all depths, including ring and cover, cement stabilized sand bedding and backfill, complete in place the sum of:	\$ 5,200.00	\$ 5,200.00
Total:				\$	49,998.00

City of Piney Point Village					
Blalock Road Repairs					
QUOTE SHEET					
ITEM NO.	EST. QUAN.	UNIT	DESCRIPTION OF ITEM AND UNIT PRICES (IN WORDS AND NUMERALS)	UNIT PRICE	TOTAL AMOUNT
1	1	L.S.	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:	7,500.00	7,500.00
2	1	L.S.	Tree Protection, complete in place, the sum of:	1,000.00	1,000.00
3	30	S.Y.	4-1/2" thick concrete sidewalk, including sawcutting, subgrade, bank sand bedding, reinforcement and joints, complete in place the sum of:	120.00	3,600.00
4	8	S.Y.	6" Concrete Driveway, including sawcutting, curb return, stabilized subgrade, reinforcement and joints, complete in place the sum of:	250.00	2,000.00
5	14	S.Y.	Full depth asphalt point repair, including pavement removal, 8-inches of Type A HMA (black base), 2-inches of Type D HMA overlay, and tack coat, complete in place, the sum of:	350.00	4,900.00
6	80	L.F.	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:	45.00	3,600.00
7	80	L.F.	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:	300.00	24,000.00
8	6	EA.	Proposed reinforced concrete collar, complete in place the sum of:	2000.00	12,000.00
9	1	EA.	Type 'A' Storm Sewer Inlet, all depths, including ring and cover, cement stabilized sand bedding and backfill, complete in place the sum of:	6,500.00	6,500.00

Total 65,100.00

On Par Civil Services, LLC
 Eddie Breedlove
 12/12/2024

City of Piney Point Village					
Blalock Road Repairs					
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, 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:	7,500.00	7,500.00
2	1	L.S.	Tree Protection, complete in place, the sum of:	450.00	450.00
3	30	S.Y.	4-1/2" thick concrete sidewalk, including sawcutting, subgrade, bank sand bedding, reinforcement and joints, complete in place the sum of:	195.00	5850.00
4	8	S.Y.	6" Concrete Driveway, including sawcutting, curb return, stabilized subgrade, reinforcement and joints, complete in place the sum of:	2,100.00	16,800.00
5	14	S.Y.	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:	495.00	6,930.00
6	80	L.F.	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:	97.00	7,760.00
7	80	L.F.	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:	415.00	33,200.00
8	6	EA.	Proposed reinforced concrete collar, complete in place the sum of:	2,500.00	15,000.00
9	1	EA.	Type 'A' Storm Sewer Inlet, all depths, including ring and cover, cement stabilized sand bedding and backfill, complete in place the sum of:	12,000.00	12,000.00

Chapelwood Drainage

Chapelwood Ct - Drainage Improvements

Opinion of Probable Construction Costs

City of Piney Point Village

HDR JOB No. 10391487

412 Chapelwood Ct

Item	Item Description	Unit	Quantity	Unit price	Cost
1	Traffic Control, Complete in Place, the Sum of:	L.S.	1	\$ 1,000.00	\$ 1,000.00
2	SWP3 Plan, Complete in Place, the Sum of:	L.S.	1	\$ 500.00	\$ 500.00
3	Point Repair, 7" Thick Reinforced Concrete Pavement, Including Reinforcement, Joints, and Grading, Complete in Place, the Sum of:	S.Y.	25	\$ 190.00	\$ 4,750.00
4	18" 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.	35	\$ 290.00	\$ 10,150.00
5	Connect Proposed Storm Sewer to Existing Inlet with Concrete Collar, Complete in Place, the Sum of:	EA.	1	\$ 1,500.00	\$ 1,500.00
6	Trench Safety for All Storm Sewer Greater Than 5' Deep, Including Installation, Operation, and Removal, Complete in Place, the Sum of:	L.F.	35	\$ 2.00	\$ 70.00
7	Type A - Inlet, Including Bedding and Backfill, Complete in Place, the Sum of:	EA.	1	\$ 4,500.00	\$ 4,500.00
8	8" PVC (C-900) Water Line Adjustment to Include 30 LF of Water Line, Bends, Fittings, and Two 8" Wet Connections, Complete in Place, the Sum of:	EA.	2	\$ 7,500.00	\$ 15,000.00
9	Remove and Replace Decorative Landscaping, Including Flowers, Plants, Bushes, Rocks, and Associated Materials Within Landscaping Area, Complete in Place, the Sum of:	L.S.	1	\$ 500.00	\$ 500.00
10	Install Tree Protection Fence (Up to 5,000 LF), Complete in Place, the Sum of:	L.F.	20	\$ 5.00	\$ 100.00

412 Chapelwood Ct Total Cost: \$ 38,070.00

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

Chapelwood Ct - Drainage Improvements

Opinion of Probable Construction Costs

City of Piney Point Village

HDR JOB No. 10391487

420 & 416 Chapelwood Ct - Opt 1: 10 LF RCP

Item	Item Description	Unit	Quantity	Unit price	Cost
1	Traffic Control, Complete in Place, the Sum of:	L.S.	1	\$ 1,000.00	\$ 1,000.00
2	SWP3 Plan, Complete in Place, the Sum of:	L.S.	1	\$ 500.00	\$ 500.00
3	Remove and Replace 4-1/2" thick Concrete Walkway, Complete in Place, the Sum of:	S.F.	100	\$ 20.00	\$ 2,000.00
4	Remove and Replace 18" 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.	10	\$ 290.00	\$ 2,900.00
5	Connect Proposed Storm Sewer with Concrete Collar, Complete in Place, the Sum of:	EA.	2	\$ 1,500.00	\$ 3,000.00
6	Trench Safety for All Storm Sewer, Including Installation, Operation, and Removal, Complete in Place, the Sum of:	L.F.	10	\$ 2.00	\$ 20.00
7	Install Tree Protection Fence (Up to 5,000 LF), Complete in Place, the Sum of:	L.F.	30	\$ 5.00	\$ 150.00
420 & 416 Chapelwood Ct - Opt 1 Partial Cost:					\$ 9,570.00
30% Miscellaneous Items:					\$ 287.10
420 & 416 Chapelwood Ct - Opt 1 Total Cost:					\$ 9,857.10

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

Chapelwood Ct - Drainage Improvements

Opinion of Probable Construction Costs

City of Piney Point Village

HDR JOB No. 10391487

420 & 416 Chapelwood Ct - Opt 2: 110 LF RCP

Item	Item Description	Unit	Quantity	Unit price	Cost
1	Traffic Control, Complete in Place, the Sum of:	L.S.	1	\$ 1,000.00	\$ 1,000.00
2	SWP3 Plan, Complete in Place, the Sum of:	L.S.	1	\$ 500.00	\$ 500.00
3	Remove and Replace 4-1/2" thick Concrete Walkway, Complete in Place, the Sum of:	S.F.	100	\$ 20.00	\$ 2,000.00
4	Remove and Replace 18" 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.	110	\$ 290.00	\$ 31,900.00
5	Connect Proposed Storm Sewer to Existing Inlet with Concrete Collar, Complete in Place, the Sum of:	EA.	2	\$ 1,500.00	\$ 3,000.00
6	Trench Safety for All Storm Sewer Including Installation, Operation, and Removal, Complete in Place, the Sum of:	L.F.	110	\$ 2.00	\$ 220.00
7	Install Tree Protection Fence (Up to 5,000 LF), Complete in Place, the Sum of:	L.F.	30	\$ 5.00	\$ 150.00

420 & 416 Chapelwood Ct - Opt 2 Partial Cost:	\$ 38,770.00
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30% Miscellaneous Items:	\$ 1,163.10
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420 & 416 Chapelwood Ct - Opt 2 Total Cost:	\$ 39,933.10
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*These estimates are presented for planning purposes only and are subject to change as the project progresses

Chapelwood Ct - Drainage Improvements

Opinion of Probable Construction Costs

City of Piney Point Village

HDR JOB No. 10391487

420 & 416 Chapelwood Ct - Opt 3: 160 LF PVC

Item	Item Description	Unit	Quantity	Unit price	Cost
1	Traffic Control, Complete in Place, the Sum of:	L.S.	1	\$ 1,000.00	\$ 1,000.00
2	SWP3 Plan, Complete in Place, the Sum of:	L.S.	1	\$ 500.00	\$ 500.00
3	Remove and Replace 6" thick Concrete Driveway, Complete in Place, the Sum of:	SY	60	\$ 125.00	\$ 7,500.00
4	Remove and Replace 4-1/2" thick Concrete Walkway, Complete in Place, the Sum of:	S.F.	100	\$ 20.00	\$ 2,000.00
5	Remove and Replace 18-inch SDR 26 PVC Pipe, All Depths, Cement Stabilized Sand Bedding and Backfill, Complete in Place, the Sum of:	L.F.	160	\$ 175.00	\$ 28,000.00
6	Remove and replace brick mailboxes, Complete in Place, the Sum of:	EA	1	\$ 2,300.00	\$ 2,300.00
7	Trench Safety for All Storm Sewer Greater Than 5' Deep, Including Installation, Operation, and Removal, Complete in Place, the Sum of:	L.F.	160	\$ 2.00	\$ 320.00
8	Type A - Inlet, Including Bedding and Backfill, Complete in Place, the Sum of:	EA.	2	\$ 4,500.00	\$ 9,000.00
9	8" PVC (C-900) Water Line Adjustment to Include 30 LF of Water Line, Bends, Fittings, and Two 8" Wet Connections, Complete in Place, the Sum of:	EA.	1	\$ 7,500.00	\$ 7,500.00
10	1.0" Diameter Short Side Service, including U-branch and connecting to existing or new dual meter box to be located behind the proposed sidewalk, Complete in Place, the Sum of:	EA	2	\$ 2,080.00	\$ 4,160.00
11	Remove Existing Tree, Complete in Place, the Sum of:	EA	1	\$ 750.00	\$ 750.00
12	Install Tree Protection Fence (Up to 5,000 LF), Complete in Place, the Sum of:	L.F.	30	\$ 5.00	\$ 150.00

420 & 416 Chapelwood Ct - Opt 3 Partial Cost: \$ 63,180.00

30% Miscellaneous Items: \$ 1,895.40

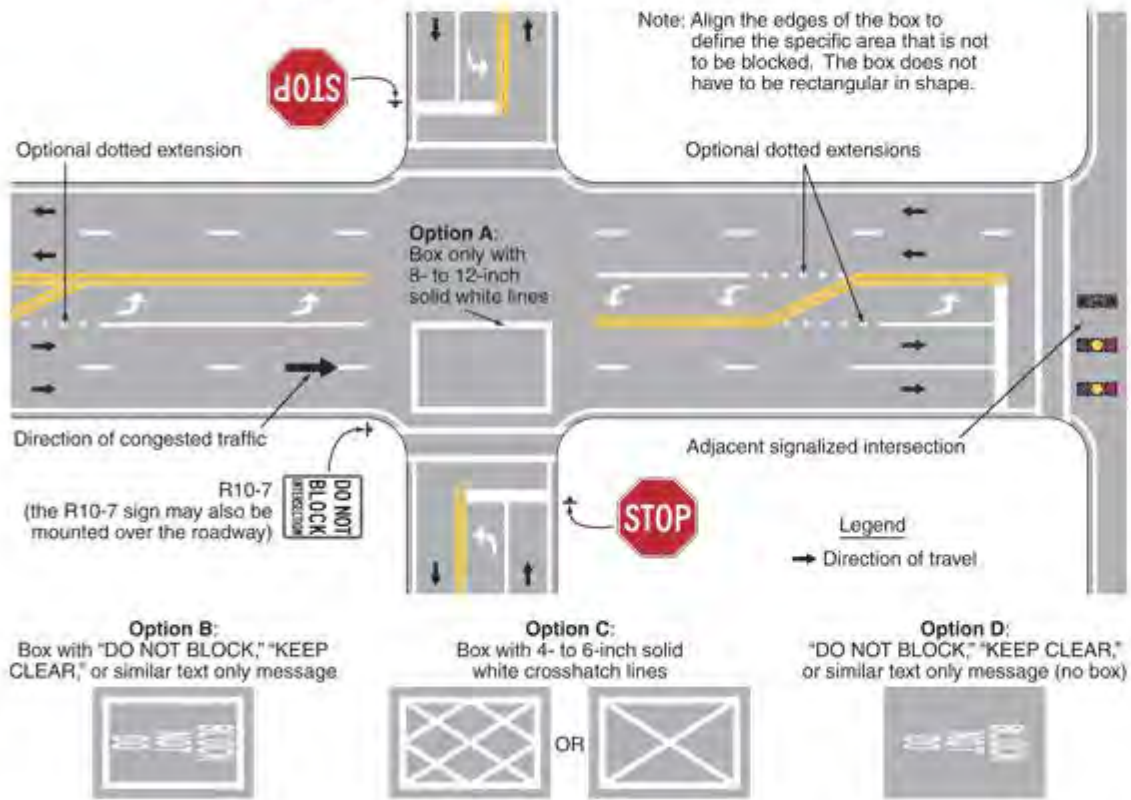
420 & 416 Chapelwood Ct - Opt 3 Total Cost: \$ 65,075.40

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

MEMORIAL POINT INTERSECTION

2019 Edition Part 3 Figure 3B-18. Do Not Block Intersection Markings

Figure 3B-18. Do Not Block Intersection Markings



ENGINEERING REPORT



Engineer's Status Report

City of Piney Point Village

HDR Engineering, Inc.

City Council Meeting Date: December 16, 2024

Submit to City: December 12, 2024

CURRENT PROJECTS:

1. 2023 Paving Improvements

- The 2023 Paving Improvements includes improvements on Williamsburg, Innisfree, Tokeneke, and Green Oaks Drive.
- 610 Grecian Way: 610 Grecian Way was originally slated to be connected to the new drainage system as part of the City's Beinhorn Improvements Project. However, the homeowner did not allow the City to perform the improvements in front of his property. 610 Grecian's existing storm sewer system is shallow, deteriorating, and creating sink holes. The City included replacing this system as part of the 2023 Paving Improvements Project. Originally, the design called for a swale beginning by his south driveway to help direct water to the proposed inlet installed in the middle of the property. Prior to advertising the 2023 Paving Project, HDR and the City met with the homeowner to discuss the project's layout. HDR and the City met with the homeowner again on December 2, 2024. The homeowner misunderstood the term swale (12" ditch) and has expressed objections to the swale being installed in his front yard. HDR is requesting approval for a Change Order in the amount of \$10,325.00 to install additional 24-inch & 18-inch RCP pipe and a new inlet. The contractor has agreed to honor the unit prices in his contract bid for the additional work.
- AAA Asphalt began work at Williamsburg on December 9, 2024. Due to technical issues with the control panel, there have been some delays. However, the contractor expects to complete the asphalt work by December 21, 2024.

2. Chapelwood Drainage Project

- AIMS Companies began televising storm sewer lines from 416 Chapelwood Court to Claymore Road, starting on November 14, 2024. Upon reviewing the tapes, HDR identified the location where there is 95% blockage due to root growth. Additionally, there are multiple locations of root intrusion. HDR is requesting approval to move forward with one of the below options. This work will be added to the previously approved amount of \$35,120.00, which is to improve the drainage at 412 Chapelwood Court.
 - i. Option 1 (Remove & Replace 10 LF of 18" RCP): \$24,350.00
 - ii. Option 2 (Remove & Replace 110 LF of 18" RCP): \$43,900.00
 - iii. Option 3 (Remove & Replace 160 LF of 18" RCP + 2 Inlets): \$69,570.00



3. Blalock Point Repair

- HDR has obtained contractor quotes for the work, which includes the replacement of 80 LF of 36-inch storm sewer and associated driveways and sidewalks. Following a site visit for the Blalock Point Repair, HDR identified two sinkholes along Memorial and a section of corrugated metal pipe.
 - i. OnPar Civil Services, LLC: \$65,100.00
 - ii. Experts Underground Solutions, LLC: \$49,998.00
 - iii. AAA Asphalt: \$104,950.00

4. Smithdale and North Piney Point Road Improvements - Uretak

- 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 was completed on November 27, 2024 and HDR conducted a final walkthrough on December 3, 2024. The final pay estimate was sent to the City on December 13, 2024.

5. Chuckanut Drainage & Paving Improvements

- The Chuckanut Drainage & Paving Improvements project is progressing with 90% design nearing completion. Resident town hall meetings occurred on November 19 and December 12, 2024. HDR is currently awaiting City direction regarding the layout, which will be based on resident participation. The bidding phase is currently planned for January 2025, and construction projected to start in March 2025.

6. 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 be completed by December 20, 2024. HDR is currently coordinating with ICS for sign removal.

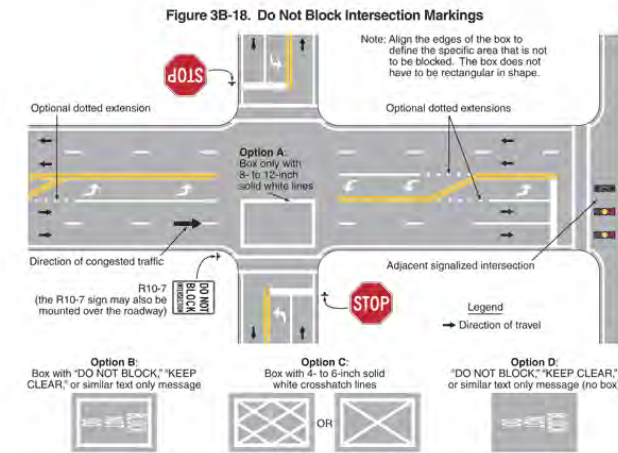
7. City of Houston – Windermere Outfall Repair Project

- The survey began on November 19, 2024, after residents were notified on November 13. The survey has been completed and Landtech is currently processing the field data at 90%, as of December 11, 2024. Once the survey is complete, HDR will work with Geopier solutions to finalize costs and the project scope.

8. Memorial Drive: Do Not Block Intersection Markings

- The City received an email from a concerned resident regarding the intersection of Memorial Drive during peak traffic hours.
- At the request of the City, HDR researched potential improvements to the intersection of Memorial Drive, per the MUTCD.

2009 Edition Part 3 Figure 3B-18. Do Not Block Intersection Markings



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

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

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

- The Soldiers Creek Sub Watershed Feasibility Study aims to address drainage and erosion issues. Haff and Associates invited representatives from Piney Point Village, Bunker Hill, Hunters Creek, and Hedwig to a meeting on November 20, 2024, for an update on current conditions and to gather input on flooding concerns. After the November 20, 2024 meeting, HDR scheduled a follow up meeting for December 5, 2024 to go over the history and improvements that have been performed by the City of Piney Point Village to reduce the risk of flooding against Soldiers Creek. HDR will be sharing the documentation/plan sets with HCFCF.

11. **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.

12. **South Piney Point Road Improvements**

- South Piney Point Road Improvements include additional signage and striping to enhance safety and visibility. HDR issued the Notice to Proceed to OnPar Civil Services, LLC on November 11, 2024 and work is scheduled to begin December 16, 2024.

TO: The Mayor and City Council

FROM: R. Pennington, City Administrator

MEETING DATE: December 16, 2024

SUBJECT: Consideration and possible action on an ordinance (ORD. 2024.12) 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: 5

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. 2024.12

ORDINANCE NO. 2024.12

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 16th day of December 2024.

Aliza Dutt
Mayor

Attest:

Robert Pennington
City Administrator / City Secretary

ORDINANCE NO. 2024.12

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 160 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 550 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 260 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 345 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: The Mayor and City Council

FROM: R. Pennington, City Administrator
M. Rohde, Councilmember

MEETING DATE: December 16, 2024

SUBJECT: Consideration and possible action on an ordinance (ORD. 2024.12-A) of the City of Piney Point Village, Texas, Chapter 46, Article II. section 46-33 Prohibited Parking of the code of ordinances regarding prohibited parking in the area of Memorial Drive Elementary School; repealing all ordinances and part of ordinances in conflict herewith; providing for a penalty in an amount not to exceed \$500 for each day of violation; and providing for severability.

Agenda Item: 6

This ordinance amends Chapter 46, Article II, Section 46-33 of the Piney Point Village Code of Ordinances regarding prohibited parking in the area of Memorial Drive Elementary School. The key points of the ordinance are:

1. It updates regulations for prohibited parking near Memorial Drive Elementary School to promote the safety and general public welfare.
2. Violations of this ordinance will be considered misdemeanors, punishable by a fine of up to \$500 per day of violation.

The specific changes to the prohibited parking regulations can be found in Appendix A of the ordinance.

Memorial Drive Elementary School follows this schedule: classes begin at 7:50 AM and end at 3:05 PM. The school office operates from 7:30 AM to 4:00 PM.

The proposed ordinance would enforce parking restrictions on the north side of Smithdale Road, from the school's east driveway to Hedwig Road. These restrictions are in place Monday through Friday mornings from 7:00 AM to 8:30 AM and Monday through Friday afternoons from 2:00 PM to 3:30 PM. This regulation applies only when school is in session.

Recommendation:

It is advised that the council enact a parking ordinance to enhance traffic drop-off and pick-up at MDE.

Attachment:

Ordinance No. 2024.12-A

ORDINANCE NO. 2024.12-A

AN ORDINANCE OF THE CITY OF PINEY POINT VILLAGE, TEXAS, AMENDING CHAPTER 46, ARTICLE II. SECTION 46-33 –PROHIBITED PARKING OF THE CODE OF ORDINANCES REGARDING PROHIBITED PARKING IN THE AREA OF MEMORIAL DRIVE ELEMENTARY SCHOOL; REPEALING ALL ORDINANCES AND PART OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$500 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 46-33 of the Piney Point Village Code of Ordinances regarding prohibited parking in the area of Memorial Drive Elementary School;

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 46, Article II., Section 46-33 -Prohibited Parking** 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 no more than Five Hundred Dollars (\$500.00). 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 16 day of December 2024.

Aliza Dutt
Mayor

Attest:

Robert Pennington
City Administrator / City Secretary

ORDINANCE NO. 2024.12-A

EXHIBIT A

Chapter 46
Article II.

Section 46-33 -Prohibited Parking

Sec. 46-33. Prohibited Parking.

- (a) It shall be unlawful for any person, having registered in his name or owning or operating or having charge of any vehicle, to allow or permit the same to be parked or stopped upon Magnolia Circle between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday, except on school holidays and when school is not in session, when signs are in place giving notice of such prohibition ("No Parking Zones").
- (b) It shall be unlawful for any person, having registered in his name or owning or operating or having charge of any vehicle, to allow or permit the same to be parked or stopped upon the north side of Smithdale Road from the East driveway of Memorial Drive Elementary School to the intersection at Hedwig Road during the hours of 7:00 a.m. through 8:30 a.m., and 2:00 p.m. through 3:30 p.m., Monday through Friday, except on school holidays and when school is not in session when signs are in place giving notice of such prohibition ("No Parking Zones").
- (c) It is presumed that the registered owner of the motor vehicle is the person who parked or stopped the vehicle at the time and place of the offense charged; and the state department of motor vehicles' computer-generated record of the registered vehicle owner is prima facie evidence of the contents of the record.

TO: The Mayor and City Council

FROM: R. Pennington, City Administrator
M. Rohde, Councilmember

MEETING DATE: December 16, 2024

SUBJECT: Consideration and possible action on an ordinance (ORD. 2024.12-B) of the City of Piney Point Village, Texas, amending Chapter 10, Article I., sections 10-1 and 10-2 and adding Section 10-9 of the code of ordinances regarding emergency construction work hours, construction-related parking, and construction site regulations; amending Chapter 26, Article I., Section 26-3 of the code of ordinances regarding restrictions for certain noise-producing activities; and amending chapter 56, Article I., Section 56-3 of the code of ordinances regarding construction activities in the city right-of-way.

Agenda Item: 7

The City of Piney Point Village, Texas, proposes amendments to its Code of Ordinances regarding construction activities and related regulations. The key changes include:

1. Modifying Chapter 10, Article I:
 - Sections 10-1 and 10-2: Updates to time limitations on building activities and parking regulations for construction sites.
 - Addition of Section 10-9: New construction site regulations.
2. Revising Chapter 26, Article I, Section 26-3:
 - Changes to restrictions for certain noise-producing activities.
3. Amending Chapter 56, Article I, Section 56-3:
 - Updates to construction standards in city right-of-way.

These amendments aim to promote health, safety, and general welfare while ensuring high industry standards for construction activities. The changes seek to balance the needs of construction projects with the safety and quiet enjoyment of surrounding property owners.

Recommendation:

It is advised that the council enact a parking ordinance to enhance traffic drop-off and pick-up at MDE.

Attachment:

Ordinance No. 2024.12-B

ORDINANCE NO. 2024.12-B

AN ORDINANCE OF THE CITY OF PINEY POINT VILLAGE, TEXAS, AMENDING CHAPTER 10, ARTICLE I., SECTIONS 10-1 AND 10-2 AND ADDING SECTION 10-9 OF THE CODE OF ORDINANCES REGARDING EMERGENCY CONSTRUCTION WORK HOURS, CONSTRUCTION-RELATED PARKING, AND CONSTRUCTION SITE REGULATIONS; AMENDING CHAPTER 26, ARTICLE I., SECTION 26-3 OF THE CODE OF ORDINANCES REGARDING RESTRICTIONS FOR CERTAIN NOISE-PRODUCING ACTIVITIES; AND AMENDING CHAPTER 56, ARTICLE I., SECTION 56-3 OF THE CODE OF ORDINANCES REGARDING CONSTRUCTION ACTIVITIES IN THE CITY RIGHT-OF-WAY.

* * * * *

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, such regulations have been designed to ensure permitted construction activities conform to high industry standards while promoting balance and consideration for the safety and quiet enjoyment of surrounding property owners.

WHEREAS, the City Council of the City of Piney Point Village, Texas, has determined that amendments should be made to Chapter 10, Article I., Sections 10-1, 10-2, and 10-9; Chapter 26, Section 26-3; and Chapter 56 Section 56-3, relating to construction and related building activities.

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 10, Article I., Sections 10-1 -Time Limitations on Building Activities, and 10-2 -Parking of Vehicles, Trailers and Mobile Equipment at Construction Site 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. Chapter 10, Article I. of the Piney Point Village Code of Ordinances of the City of Piney Point Village, Texas, is hereby amended by adding **Section 10-9 -Construction Site Regulations** to read as set out in Exhibit A, attached hereto.

Section 4. Chapter 26, Article I., Section 26-3 -Restrictions For Certain Noise Producing Activities of the Piney Point Village 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 5. Chapter 56, Article I., Section 56-3 -Construction Standards of the Piney Point Village 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 6. All other portions of the Piney Point Village Planning and Zoning Code not specifically amended hereby remain in full force and effect.

Section 7. All ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of the conflict only.

Section 8. If any word, phrase, clause, sentence, paragraph, section or other part of this Ordinance or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, neither the remainder of this Ordinance, nor the application of such word, phrase, clause, sentence, paragraph, section or other part of this Ordinance to any other persons or circumstances, shall be affected thereby.

Section 9. The City Council officially finds, determines and declares that a sufficient written notice of the date, hour, place and subject of each meeting at which this Ordinance was discussed, considered or acted upon was given in the manner required by the Texas Open Meetings Act, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

PASSED, APPROVED, AND RESOLVED this 16th day of December 2024.

Aliza Dutt
Mayor

Attest:

Robert Pennington
City Administrator / City Secretary

ORDINANCE NO. 2024.12-B

EXHIBIT A

Chapter 10

Article I.

Section 10-1 -Time Limitations on Building Activities

Sec. 10-1. Time limitations on building activities.

- (a) It shall be unlawful for any person to cause, permit or perform any construction, renovation, alteration, repair or demolition of any building or structure, or any excavation related thereto ("building activities"), within the city, except between the hours of 7:00 a.m. and 7:00 p.m. on Mondays through Fridays, and between the hours of 8:00 a.m. and 6:00 p.m. on Saturdays. All building activities are strictly prohibited on Sundays, the holidays of Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Years Day, or on observed holidays on which the city's offices are closed.
- (b) The provisions of subsection (a) shall not apply to any construction, renovation, alteration, repair, demolition or related excavation which is conducted by a governmental entity, or for which a city permit is not required.
- (c) The provisions of subsection (a) shall not apply where the city administrator has authorized emergency work necessary to prevent a risk of injury to persons or immediate damage to property, or to provide for the immediate cleanup and repairs of property after a declared natural disaster.
- (d) The city building official is hereby authorized and directed to issue stop work orders as are necessary to assure compliance with the provisions of this section.
- (e) Any person who shall violate any provision of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined as prescribed in section 1-11.

Chapter 10

Article I.

Section 10-2 -Parking of Vehicles, Trailers and Mobile Equipment at Construction Site

Sec. 10-2. Parking of vehicles, trailers and mobile equipment at construction site.

- (a) *Along the street.* It shall be unlawful for any person to park or permit or cause to be parked any vehicle, trailer or mobile equipment used in the construction, alteration, remodeling or destruction of a building or structure, or used to transport persons relating to any such construction, alteration, remodeling or destruction of a building or structure, on any public or private street in the city, except in the following circumstances:
 - (1) The vehicle, trailer or mobile equipment may only be parked along one side of that portion of any such street that lies immediately adjacent to and fronting upon the site where such activity is occurring.
 - (2) The vehicle, trailer or mobile equipment may only park if the width of the paved portion of the street at such location is greater than 15 feet and the vehicle, trailer or mobile equipment is parked in such a manner as to leave clearance for other vehicles to safely pass.
 - (3) The parked vehicle, trailer or mobile equipment is not blocking or impairing access over or across any sidewalk.

- (4) Notwithstanding, it shall be unlawful for any person to park or permit or cause to be parked any vehicle, trailer or mobile equipment used in a manner described in this section on the following streets within the city: Memorial Drive, San Felipe Street, South Piney Point Road, Blalock Road, Taylorcrest Road, Piney Point Road, Beinhorn Road, Hedwig Road, Smithdale Road, and Greenbay Drive.
- (b) *On the construction site.* All vehicles, trailers or mobile equipment associated with construction-related activities shall be parked on the construction site, to the extent possible. Vehicles shall occupy space on the on-site parking pad, as required under this Chapter. Overflow parking is allowed on a public or private street, if such parking meets the requirements of this Section and is not otherwise prohibited by law or ordinance.

Chapter 10

Article I.

Section 10-9 -Construction Site Regulations

Sec. 10-9. Construction site regulations.

Any person who engages in construction activity, or who is in control of a construction site, within the city shall comply with the following requirements:

- (a) *Permit boxes.* All construction permits and any other documents required to be posted at the construction site shall be laminated and displayed in a secure, weatherproofed "DOCBOX" or equivalent form of container. The container shall be placed in a location that is easily visible, identifiable and accessible at all times.
- (b) *Mail Box.* The site shall include a mail box with the property address listed on the mail box.
- (c) *Waste containers.* The site shall be equipped with a commercial solid waste container of adequate size to collect and store any solid waste generated by the construction activity. The container shall be placed in a location that is easily accessible and screened so it is not visible at ground level by adjacent side or rear lots, or from the street. The container must be placed, removed, serviced, and emptied only during authorized work hours as provided in this Chapter.
- (d) *Policing of site.* All construction related material scraps, trash, rubble, debris, food packages, or any other form of waste located on the construction site or on nearby public or private property must be picked up immediately and placed in a waste container or removed from the site.
- (e) *Storage of materials and tools.* All building materials, equipment, and tools that are not in actual use shall be stacked or otherwise secured in an orderly manner to minimize the possibility of trespass onto the property or theft. The contractor in charge of the site shall secure building materials, equipment, and tools prior to predicted high wind or storm events.
- (f) *Policing of adjacent rights-of-way.* All sidewalks and streets and other public rights-of-way adjoining the construction site shall be kept free of dirt and other construction generated debris and shall be swept on a daily basis if necessary.
- (g) *Disposal of garbage.* Garbage, food waste, and similar rapidly biodegradable materials shall be contained in closed, covered containers and the containers shall be emptied no less than twice weekly.
- (h) *Construction hazards.* All excavations and holes shall be filled or covered as soon as possible. Any construction site hazards shall be marked and barricaded. Newly poured concrete or similar materials shall be properly secured.
- (i) *Portable toilets.* At least one clean and properly serviced portable toilet shall be provided at each construction site. The portable toilet shall be placed on the site no closer than 35 feet from the front property line or 25 feet from any side or rear property line unless otherwise approved by the building official and shall be screened from public view by a wood enclosure at least as tall as the portable toilet. The door to the portable toilet shall face away from street and neighboring property views. The portable toilet shall be serviced regularly to prevent health hazards and offensive odors.

- (j) *Noise.* Radios and other sound amplifying equipment shall not be operated on a construction site.
- (k) *Temporary drainage.* During the construction process the contractor shall maintain proper drainage to assure that no water flows onto adjacent properties.
- (l) *Erosion control.* The contractor in charge of the site and the owner of the site shall take whatever measures are necessary to prevent soil or other materials from washing off the site. Stormwater runoff shall be controlled so that silt, earth, topsoil, and other materials are not washed onto city streets or into storm drains, drainage easements, ditches or other drainage facilities.
- (m) *Construction site fencing.* Sites conducting new home construction or construction-related activities constituting more than fifty (50) percent of the value of the property must provide and maintain construction site fencing.
 - (1) The construction site fencing must fully enclose the entire site to screen construction from public view; provided, however, that the fencing shall not enclose the public sidewalk or impair vision for traffic from adjoining streets and driveways.
 - (2) The height of the construction fence shall be six feet, and the fence material shall be a chain link metal fence overlaid on the exterior with an opaque vinyl screen in a color approved by the building official, or other equivalent fencing and screening material as approved by the building official. Any damage to the frame, fence or screen shall be promptly repaired.
 - (3) The timeframe for erecting and removing the construction site fence shall be established by the city building official.
 - (4) No fencing shall be required where the construction activity is on the site of an occupied single-family residence.
- (n) *Access.* An all-weather means of access for the site shall be provided at all times. When a new or replacement driveway is included in the approved plans and is not installed prior to or contemporaneous with other construction work, a temporary means of access for the site must be submitted to and approved by the building official. Temporary means of access must be established in a manner that: (i) does not damage City right-of-way, such as curbs, gutters and sidewalks; and (ii) does not interfere with stormwater drainage.
- (o) *Parking Pad.* A dedicated space for a minimum of five (5) vehicles to park on the construction site shall be provided at all times. The parking pad must include space for vehicles to readily enter and exit the construction site. If the construction site is adjacent to a street where street parking for construction-related vehicles, trailers or mobile equipment is prohibited, the size and location of the dedicated parking pad must adequately account for additional parking needs.
- (k) *Deliveries.* Construction materials may be placed in the public right-of-way only during unloading activities during permitted work hours and must be relocated to the construction site within two hours.

Chapter 26

Article I.

Section 26-3 –Restrictions for certain noise producing activities.

Sec. 26-3. Restrictions for certain noise producing activities.

- (a) *Nuisance level noises prohibited generally.* In view of the residential character of the city, any noise that is unreasonably loud, annoying, or disturbing to persons of ordinary sensibilities, at the time and place the noise is being generated, is defined to be a nuisance and is prohibited.
- (b) *The production of nuisance level noises defined as an offense.* Any person who produces or permits the production of nuisance level noise in the city shall be guilty of an offense.

- (c) *Exceptions.* It is recognized that certain noise producing activities are normal and not out of place in a residential area if the activities producing those noises are conducted in a reasonable manner and at a reasonable time. Accordingly, noises emanating from the following activities are not nuisance level noises within the meaning of this ordinance, if the activities are conducted at a reasonable time and in a reasonable manner:
- (1) Construction, grading, repair, remodeling or maintenance activities during hours when such activities are permitted in accordance with this Code;
 - (2) The operation of safety signals, warning devices, emergency pressure relief valves, water wells, and sewer lift stations;
 - (3) Occasional private outdoor gatherings and public events, provided that the volume of any music or mechanical sound amplification equipment is controlled so as to avoid unduly disturbing the occupants of neighboring residential properties;
 - (4) The operation of standard air conditioning, refrigeration systems, swimming pool equipment, or similar mechanical systems customarily found in single-family residential structures, provided that the equipment is kept in reasonable repair and operated in accordance with the manufacturer's recommendations;
 - (5) Repair and maintenance activities of any public entity or utility, provided that reasonable steps are taken to mitigate the effects of excessive noise;
 - (6) The operation of standby electric generators during time periods where normal electric service is unavailable, in compliance with the requirements of section 26-2.
- (d) *Restrictions.* In order to preserve the residential character of the city and to provide hours during which the city's residents can rest free from unnecessary and offensive noise levels, the following activities may be performed only during the allowable hours provided below:
- (1) The use of lawn mowers, edging machines, leaf blowers, chain saws, or any other gasoline, diesel, or electric powered lawn care or landscaping equipment;
 - (2) The use of power washers, air compressors, or any other gasoline, diesel, or electric powered equipment for home maintenance purposes.
- (e) *Allowable hours.* The work hours during which the activities listed in (a) above are allowed are:
- (1) Between 7:00 a.m. and 7:00 p.m. on weekdays;
 - (2) Between 8:00 a.m. and 6:00 p.m. on Saturdays;
 - (3) No work is permitted on Sundays or on holidays on which the city's offices are closed.
- (f) *Exceptions.* The following exceptions apply:
- (1) The restrictions on allowable hours do not apply when the activities are performed by the owner of occupant of the residence where the activities are being performed;
 - (2) The restrictions on allowable hours do not apply in the case of an emergency where the city administrator has authorized work necessary to prevent a risk of injury to persons, immediate damage to property, or to provide for the immediate cleanup and repairs of property after a declared natural disaster;
 - (3) The restrictions on allowable hours do not apply to construction activities governed by chapter 10 of this Code.

Chapter 56

Article I.

Section 56-3 –Construction standards.

Sec. 56-3. Construction standards.

- (a) *Advance notice required.* The city administrator shall be notified 24 hours in advance that construction is ready to proceed by either the right-of-way user, their contractor or representative, including the name, address, and phone numbers of the contractor performing the actual construction, and the name and telephone number of the individual who will be available at all times during construction. Failure to provide the above information will result in the suspension of the permit until the required information is received.
- (b) *Conformance to other laws.* All construction shall be in conformance with all city codes and applicable local, state, and federal laws.
- (c) *Erosion control.* Erosion control measures (*i.e.*, silt fence) and advance warning signs, markers, cones, and barricades must be in place before work begins. Permit holder may be required to show proof of EPA approved plans relating to storm water and erosion when applicable or a letter stating such plans are not required. User shall comply with city, state, and federal guidelines regulating storm water management erosion control. Requirements shall include, but not be limited to, silt fencing around any excavation that will be left overnight, silt fencing in erosion areas until reasonable vegetation is established, barricade fencing around open holes, and high erosion areas will require wire backed silt fencing, or straw bales, as appropriate.
- (d) *Lane closures.* Lane closures on collectors and thoroughfares, as identified by the city's thoroughfare plan, is limited to after 8:30 a.m. and before 4:00 p.m. unless the city administrator grants prior approval. Arrow boards will be required on lane closures, with all barricades, advanced warning signs and 36-inch reflector cones placed according to the specifications of the city administrator.
- (e) *Workmanship.* Users are responsible for the workmanship and any damages caused by a contractor or subcontractor. A responsible representative of the permit holder will be available to city administrator at all times during construction.
- (f) *Notice of damage.* All users shall notify the city administrator immediately of any damage to other utilities, either city or privately owned.
- (g) *Prior approval required for street or sidewalk cut.* Except in the event of an emergency, prior approval must be obtained from the city administrator when a street or sidewalk cut is required and all requirements of the city shall be followed. Repair of all street and sidewalk removals shall be made promptly to avoid safety hazards to vehicle and pedestrian traffic.
- (h) *Interference prohibited.* Newly installed structures shall not interfere with facilities or structures of other users, in particular gravity dependent facilities.
- (i) *Depth.* Structures shall be installed at a minimum of two feet depth, unless approved by the city administrator or as otherwise provided by this Chapter.
- (j) *Working hours.* Except in the event of an emergency where work is authorized by the city administrator, working hours in the rights-of-way are 7:00 a.m. to 7:00 p.m., Monday through Friday and from 8:00 a.m. to 6:00 p.m. Saturday. Except in the event of an emergency where work is authorized by the city administrator, any work performed on Sunday is prohibited. Directional boring is permitted only Monday through Friday.

TO: Mayor and City Council

FROM: R. Pennington, City Administrator

MEETING DATE: December 16, 2024

SUBJECT: Consideration and possible action on a Resolution of Order to establish a joint election with Spring Branch Independent School District for the General Municipal Election on May 3, 2025.

Agenda Item: 8

Summary

The state election law states that the first Saturday in May is the uniform election date for municipalities, which means the next election will be held on May 3, 2025. As per the Election Code of the State of Texas, the City Council is obligated to "Order" the upcoming General Municipal Election.

To comply with the election laws of Texas, a draft resolution is being considered to call a General Municipal Election on May 3, 2025, and establish a joint election with Spring Branch Independent School District. The election will be conducted in accordance with Chapter 271 of the Texas Election Code and Section 11.0581 of the Texas Education Code. Piney Point Village and SBISD have agreed to hold a joint election, and voting will occur at a common polling place at Spring Branch Middle School on election day. It is important to note that an Interlocal Cooperation Agreement for Joint Elections between Spring Branch Independent School District and the City of Piney Point Village was approved by the Council in November. Key details for the Uniform Election:

- Election Day: Saturday, May 3, 2025.
- Early Voting: April 21-29, 2025.
- First day to file for a place on the ballot: January 15, 2025.
- Last day to file for a place on the ballot: February 14, 2025, at 5:00 PM
- Last day to register to vote: April 3, 2025.
- Last day to apply for a ballot by mail: April 22, 2025 (received, not postmarked).

Recommendation

The staff recommends a Resolution of Order, as presented, calling to establish a joint election with Spring Branch Independent School District for the General Municipal Election on May 3, 2025.

Attachments:

- Draft Resolution (RES 2024.12-C).

RESOLUTION No. 2024.12-C

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE, TEXAS, AUTHORIZING AND CALLING FOR A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 3, 2025, FOR THE PURPOSE OF ELECTING THREE ALDERMEN; ESTABLISHING A JOINT ELECTION AGREEMENT WITH SPRING BRANCH INDEPENDENT SCHOOL DISTRICT; PROVIDING FOR THE USE OF DIRECT RECORDING VOTING DEVICES; PROVIDING FOR EARLY VOTING HOURS AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. That a general regular municipal election is hereby ordered to be held on May 3, 2025, to elect three Aldermen for Position 1, Position 2, and Position 5 by the qualified voters of the City of Piney Point Village, Texas.

Section 2. The City of Piney Point Village has entered into a joint election agreement with the Spring Branch Independent School District.

Section 3. The Office of the City Secretary shall perform all duties customarily performed by the County Clerk in general elections with respect to early voting, giving notice of the election, and preparing the official ballots.

Section 4. The early voting polling place shall be held at Piney Point Village City Hall located at 7660 Woodway, Suite 460, Houston, Texas 77063; early voting shall take place beginning April 21, 2025, and ending April 29, 2025, between the hours of 8:00 a.m. to 4:00 p.m. and April 28, 2025, and April 29, 2025, from 7:00 a.m. to 7:00 p.m.

Section 5. Applications for ballots for voting by mail may be submitted to the City Secretary by mail or common or contract carrier at City of Piney Point Village, 7660 Woodway Drive, Suite 460, Houston, Texas 77063, by telephonic facsimile machine at (832) 952-1157, or by electronic transmission of a scanned application containing an original signature to the following email address: citysec@pineypt.org. Applications for ballots by mail must be received no later than April 22, 2025, by 5:00 p.m.

Section 6. May 3, 2025, election day polling place shall be held at Spring Branch Middle School at 1000 North Piney Point Road, Houston, Texas 77024, from 7:00 a.m. to 7:00 p.m.

Section 7. The official Election Judge, Alternate Judge, and election clerks shall be appointed by and paid by the Spring Branch Independent School District.

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

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

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

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

Section 12. This resolution shall be effective immediately upon adoption.

PASSED, APPROVED, AND RESOLVED this 16th day of December 2024.

City of Piney Point Village, Texas

Aliza Dutt, Mayor

ATTEST:

Robert Pennington, City Secretary

TO: City Council

FROM: R. Pennington, City Administrator

MEETING DATE: December 16, 2024

SUBJECT: Consideration and possible action on the schedule of Observed Holidays for 2025 (RES. 2024.12-D).

Agenda Item: 9

Informational Summary

The schedule of city holidays is primarily influenced by the federal holiday calendar and is approved each year by the Council. Observed holidays are typically defined as those that fall within an employee's workweek. If a holiday falls on a Saturday or Sunday, it is moved to either the preceding Friday or the following Monday for work purposes. Full-time employees receive paid time off on these observed holidays.

Note of Change

Staff proposes the introduction of an additional holiday as a benefit for employees, which would align our organization more closely with best practices observed in comparable entities. This change would result in a total of 12 holidays for the city, comprised of 11 fixed holidays and one flexible, floating day.

Recommendation

Staff recommends approval of the 2025 schedule of observed holidays, as presented.

Attachments:

Draft Resolution (RES. 2024.12-D)

Calander

Holiday Schedule

RESOLUTION NO. 2024.12-D

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE, TEXAS, ESTABLISHING THE SCHEDULE OF OBSERVED HOLIDAYS FOR THE YEAR 2025.

WHEREAS, the City Council of Piney Point Village recognizes the importance of establishing a consistent holiday schedule for city employees and residents; and

WHEREAS, the City Council aims to align its holiday observances with federal, state, and local practices while ensuring efficient city operations;

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

SECTION 1. The following dates shall be observed as official holidays for the City of Piney Point Village in the year 2025:

- (1) New Year's Day: Wednesday, January 1, 2025
- (2) Martin Luther King Jr. Day: Monday, January 20, 2025
- (3) Presidents' Day: Monday, February 17, 2025
- (4) Good Friday: Friday, April 18, 2025
- (5) Memorial Day: Monday, May 26, 2025
- (6) Independence Day: Friday, July 4, 2025
- (7) Labor Day: Monday, September 1, 2025
- (8) Thanksgiving Day: Thursday, November 27, 2025
- (9) Day After Thanksgiving: Friday, November 28, 2025
- (10) Christmas Eve: Wednesday, December 24, 2025
- (11) Christmas Day: Thursday, December 25, 2025

SECTION 2. City Hall Closure: On the above-listed dates, City Hall and all non-essential city offices shall be closed. The statements provided in the caption and the recitals of this Resolution are true and correct and are adopted herein for all intents and purposes. Essential Services: Police, fire, and emergency services shall maintain necessary staffing levels to ensure public safety and respond to emergencies.

SECTION 3. Employee Compensation: Full-time city employees shall receive paid time off for the designated holidays comprised of 11 fixed holidays and one flexible, floating day in accordance with the city's personnel policies.

SECTION 4. Public Notification: The City Secretary is directed to post this holiday schedule on the official city website and at City Hall to inform residents of closures and adjusted service schedules.

SECTION 5. Effective Date: This resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED ON THE 16TH DAY OF DECEMBER 2024.

Aliza Dutt, Mayor

ATTEST:

City Secretary

S	M	T	W	T	F	S
JAN						
			1/1/2025	1/2/2025	1/3/2025	1/4/2025
1/5/2025	1/6/2025	1/7/2025	1/8/2025	1/9/2025	1/10/2025	1/11/2025
1/12/2025	1/13/2025	1/14/2025	1/15/2025	1/16/2025	1/17/2025	1/18/2025
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Spring Break: March 10-14, 2025 (Monday-Friday)

St. Patrick's Day: Monday, March 17, 2025

4 **Good Friday: Friday, April 18, 2025**

Easter, Passover: Sunday, April 20, 2025

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SBISD Last Day of School: May 29, 2025 (Thursday)

Father's Day: Sunday, June 15, 2025

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9/22 Rosh Hashanah

10/2 Yom Kippur

Columbus Day: Monday, October 13, 2025

Fall Break: October 13-14, 2025 (Monday-Tuesday)

SBISD Last Day of School: Dec 21, 2025 (Friday)

Veterans Day: Tuesday, November 11, 2025

SBISD Break: November 24-28, 2025 (Monday-Friday)

8 **Thanksgiving Day: Thursday, November 27, 2025**9 **Day after Thanksgiving: Friday, November 28, 2025**

12/22 Hanukkah

10 **Christmas Eve: Wednesday, December 24, 2025**11 **Christmas Day: Thursday, December 25, 2025**



PINEY POINT VILLAGE

Holidays for 2025

<u>2025 Holidays</u>	<u>Observed</u>
New Year's Day, January 1, 2025 (Wednesday)	January 1, 2025 (Wednesday)
MLK Day, January 20, 2025 (Monday)	January 20, 2025 (Monday)
President's Day, February 17, 2025 (Monday)	February 17, 2025 (Monday)
Good Friday, April 18, 2025 (Friday)	April 18, 2025 (Friday)
Memorial Day, May 26, 2025 (Monday)	May 26, 2025 (Monday)
Independence Day, July 4, 2025 (Friday)	July 4, 2025 (Friday)
Labor Day, September 1, 2025 (Monday)	September 1, 2025 (Monday)
Thanksgiving, November 27, 2025 (Thursday)	November 27, 2025 (Thursday)
Day After Thanksgiving, November 28, 2025 (Friday)	November 28, 2025 (Friday)
Christmas Eve, December 24, 2025 (Wednesday)	December 24, 2025 (Wednesday)
Christmas Day, December 25, 2025 (Thursday)	December 25, 2025 (Thursday)

TO: Mayor and Members of the City Council

FROM: R. Pennington, City Administrator

MEETING DATE: December 16, 2024

SUBJECT: Consideration and possible action on an Ordinance that establishes the schedule for City Council Regular Meetings in 2025.

Agenda Item: 10

Informational Summary

This draft ordinance outlines the proposed schedule for regular council meetings, adjusted to avoid conflicts with major national and religious holidays. Several practical modifications have been made to ensure there are no scheduling conflicts. Notably, the meeting in May has been rescheduled to accommodate Memorial Day, and adjustments have also been made for November and December to account for the holiday season.

Regular meetings are generally planned for the second and fourth Mondays of each month unless conflicts arise. Traditionally, the fourth Monday is designated as the primary meeting date. It is proposed that the second Monday serve as a regular meeting day; however, it will be canceled in advance if no meeting is necessary.

Recommendation

The staff suggests approving the presented Ordinance, which designates the City Council Regular Meetings for 2025.

Attachments:

Draft Ordinance 2024.12-E
Calendar 2025

ORDINANCE NO 2024.12-E

**AN ORDINANCE OF THE CITY OF PINEY POINT VILLAGE, TEXAS,
ESTABLISHING REGULAR CITY COUNCIL MEETING DATES; REPEALING
ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN
CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY**

* * * * *

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

Section 1. The City Council of the City of Piney Point Village, Texas, hereby adopts the following dates as the regular City Council meeting schedule for the 2025 calendar year:

Regular City Council Meeting Dates

Monday, January 13, 2025	Monday, January 27, 2025
Monday, February 10, 2025	Monday, February 24, 2025
Monday, March 14, 2025	Monday, March 28, 2025
Monday, April 12, 2025	Monday, April 28, 2025
Monday, May 12, 2025	Tuesday, May 27, 2025
Monday, June 9, 2025	Monday, June 23, 2025
Monday, July 14, 2025	Monday, July 28, 2025
Monday, August 11, 2025	Monday, August 25, 2025
Monday, September 8, 2025	Tuesday, September 23, 2025
Tuesday, October 14, 2025	Monday, October 27, 2025
Monday, November 10, 2025	Monday, November 17, 2025
Monday, December 8, 2025	Monday, December 15, 2025

Section 2. All ordinances and parts of ordinance in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 3. 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, which is thus declared invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED on first and final reading this 18th day of December 2024.

Aliza Dutt
Mayor

ATTEST:

Robert Pennington
City Administrator / Secretary

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TO: City Council

FROM: R. Pennington, City Administrator

MEETING DATE: December 16, 2024

SUBJECT: Consideration and possible action regarding various City Boards and Commissions; including (a.) the appointment and confirmation of the Alternate Commissioner representing Piney Point Village on the Village Fire Department Board of Commissioners; (b.) the appointment and confirmation of the Alternate Commissioner representing Piney Point Village on the Memorial Village Police Department Board of Commissioners; (c.) the appointment and confirmation of commissioners serving on the Piney Point Village Board of Adjustments.

Agenda Item: 11

Summary:

The agenda item focuses on considering and potentially taking action regarding various City Boards and Commissions for Piney Point Village. Specifically, it includes:

- a) Appointment and confirmation of the Alternate Commissioner representing Piney Point Village on the Memorial Village Police Department Board of Commissioners.
- b) Appointment and confirmation of the Alternate Commissioner representing Piney Point Village on the Village Fire Department Board of Commissioners.
- c) Appointment and confirmation of commissioners serving on the Piney Point Village Board of Adjustments.

These appointments are crucial for the city's governance and oversight of key services such as fire protection, law enforcement, and zoning adjustments.

MVPD Commission Nomination:

Mayor Dutt has nominated Gigi G. Joyner as the Alternate Commissioner on the Memorial Villages Police Department Board of Commissioners. Please consider approving the appointment of Gigi G. Joiner to serve as an alternate on the Memorial Villages Police Department Commission. Ms. Joiner is a retired special agent with extensive experience in complex investigations, community outreach, and leadership roles, demonstrating her qualifications for the Commission.

VFD Commission Nomination:

Mayor Dutt has nominated Dan Ramey as the Alternate Commissioner on the Village Fire Department Board of Commissioners. Please consider approving the appointment of Dan Ramey to serve as an alternate on the Village Fire Department Commission. Mr. Ramey currently holds

the position of Founder and President at Houston Financial Forensics, LLC. He has previously held the esteemed role of president at the Houston chapter of the Institute of Internal Auditors and has also been a distinguished member of the Board of Governors.

Board of Adjustments:

The Board of Adjustment (BOA) is appointed by the City Council. This board functions as a quasi-judicial body with the authority to hear and decide on appeals, variances, and special exceptions related to zoning ordinances. It can reverse, affirm, or modify decisions made by administrative officials who enforce zoning regulations. The BOA has the power to grant variances from the strict enforcement of zoning ordinances on a case-by-case basis, as long as specific conditions are met. Its members are volunteering residents of the city.

A five-member Board of Adjustment, including a chairman, is established. The City Council appoints members for two-year terms and can remove them for cause. Four alternate members are also appointed to serve in the absence of regular members when requested by the mayor. Alternates have the same term length, appointment process, and removal conditions as regular members. The Board's powers are governed by V.T.C.A., Local Government Code, § 211.009.

Members of the Board of Adjustment are:

- Lawrence Chapman, Chairman
- Vickie Driscoll, Member
- Roland Sauermann, Member
- Kevin F. Risley, Member
- Michael Cooper, Member
- Scott Bender, Alternate Member
- John Brennan, Alternate Member
- Zeb Nash, Alternate Member
- Britton Holland, Alternate Member

Recommendation:

- (a) Consider a resolution (RES. 2024.12-F) for the appointment of Gigi G. Joyner to the Memorial Villages Police Department Commission as an alternate.
- (b) Consider a resolution (RES. 2024.12-G) for the appointment of Dan Ramey to the Village Fire Department Commission as an alternate.
- (c) Consider the appointment (or reappointment) of individual members to the Board of Adjustment for two-year terms.

Attachments:

Draft Resolutions.
Professional Profiles (handout).

RESOLUTION No. 2024.12-F

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

WHEREAS, the City Council recognizes that the City of Piney Point Village entered an Interlocal Cooperation Agreement established by the cities of Bunker Hill, Hunters Creek & Piney Point in 1977 as a common municipal police department through the "Texas Interlocal Agreement Act".

WHEREAS, the contracting cities' common police department is jointly owned and operated by the contracting cities, as the Memorial Villages Police Department.

WHEREAS, the contracting cities will establish a Board of Commissioners for the Memorial Villages Police Department, which supervises and administers the provisions of this Agreement and the affairs of the agency.

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

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

Section 1: Gigi Joyner is hereby designated as the City's Alternate Commissioner to the Memorial Village Police Department Board of Commissioners by this resolution.

Section 2: Gigi Joyner is appointed as the Alternate Police Department Commissioner for the Memorial Villages Police Department, representing Piney Point Village, effective December 16, 2024.

PASSED, APPROVED, AND RESOLVED this 16th day of December 2024.

City of Piney Point Village, Texas

Aliza Dutt, Mayor

ATTEST:

Robert Pennington, City Secretary

RESOLUTION No. 2024.12-G

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

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

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

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

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

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

Section 1: Dan Ramey is appointed as the City's Alternate Commissioner to the Village Fire Department Board of Commissioners by this resolution.

Section 2: Dan Ramey will officially assume the role of Alternate Fire Commissioner for the Village Fire Department, effective December 16, 2024.

PASSED, APPROVED, AND RESOLVED this 16th day of December 2024.

City of Piney Point Village, Texas

Aliza Dutt, Mayor

ATTEST:

Robert Pennington, City Secretary

RESOLUTION No. 2024.12-G

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

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

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

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

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

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

Section 1: Dan Ramey is appointed as the City's Alternate Commissioner to the Village Fire Department Board of Commissioners by this resolution.

Section 2: Dan Ramey will officially assume the role of Alternate Fire Commissioner for the Village Fire Department, effective December 16, 2024.

PASSED, APPROVED, AND RESOLVED this 16th day of December 2024.

City of Piney Point Village, Texas

Aliza Dutt, Mayor

ATTEST:

Robert Pennington, City Secretary

RESOLUTION NO. 2024.12-H

**A RESOLUTION OF THE CITY COUNCIL OF PINEY POINT VILLAGE, TEXAS, APPOINTING MEMBERS TO
THE BOARD OF ADJUSTMENT.**

WHEREAS, Section 74-66 of the Piney Point Village Code of Ordinances establishes a Board of Adjustment consisting of five regular members and four alternate members; and

WHEREAS, the City Council is responsible for appointing members to the Board of Adjustment for two-year terms; and

WHEREAS, the City Council desires to appoint qualified individuals to serve on the Board of Adjustment;

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

Section 1: Appointment of Regular Members: The following individuals are hereby appointed as regular members of the Board of Adjustment for a two-year term:

- Position 1: _____ - Chairman
- Position 2: _____
- Position 3: _____
- Position 4: _____
- Position 5: _____

Section 2: Appointment of Alternate Members: The following individuals are hereby appointed as alternate members of the Board of Adjustment for a two-year term:

- Position 6-ALT: _____
- Position 7-ALT: _____
- Position 8-ALT: _____
- Position 9-ALT: _____

Section 3: Terms of Office: The terms of office for all appointed members shall commence on January 1, 2025, unless otherwise removed for cause by the City Council.

Section 4: Powers and Duties: The Board of Adjustment shall have the powers granted by and be controlled by the provisions of Texas Local Government Code § 211.0091.

Section 5: Effective Date: This resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED THIS 16TH DAY OF DECEMBER 2024.

Aliza Dutt
Mayor

Attest:

Robert Pennington
City Administrator / City Secretary

TO: City Council

FROM: Aliza Dutt, Mayor

MEETING DATE: December 16, 2024

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

Agenda Item: 12

Summary:

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

MSHA Chinese New Year Resolution

RESOLUTION NO. 2024.12-I

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE, TEXAS,
TO RECOGNIZE JOHN LIM AND THE MALAYSIAN SINGAPOREAN ASSOCIATION OF HOUSTON'S
COMMITMENT AND CONTRIBUTIONS TO THE COMMUNITY AND PINEY POINT VILLAGE.**

WHEREAS, the Malaysian Singaporean Association of Houston (MSAH) is a non-profit organization that has been an integral part of our diverse community for 35 years; and

WHEREAS, MSAH's main objectives include celebrating homeland heritage, promoting cultural exchange, and providing support to the community; and

WHEREAS, MSAH facilitates trade and cultural relationships between the Houston Region and Singapore, in collaboration with over 40 active foreign chambers of commerce and trade associations; and

WHEREAS, MSAH is planning a grand Chinese New Year celebration and 35th anniversary Gala on January 19, 2025, at the Ocean Palace Restaurant; and

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

Do hereby designate **January 19th, 2025**, as "**MALAYSIAN SINGAPOREAN ASSOCIATION OF HOUSTON DAY**." This proclamation honors Mr. Lim and the Malaysian Singaporean Association of Houston for their significant contributions to the community. The Council's recognition of his achievements serves as a tribute and inspires others to work towards making a meaningful difference in the community.

PASSED AND APPROVED THIS 16TH DAY OF DECEMBER 2024.

Aliza Dutt
Mayor

Attest:

Robert Pennington
City Administrator / City Secretary

35th Anniversary & Lunar New Year Celebration



January 19th, 2025 (Sunday)

Ocean Palace Restaurant
Ball Room (2nd Floor)
11215 Bellaire Blvd. Houston Tx 77072

6:00 PM: Cocktail Reception
(Malaysian Singaporean hors d'oeuvres,
kueh, satay & drink to be served)

6:30PM: Program starts

Dinner - Entertainment - Fun
Business Attire or traditional Costume



(休斯頓馬來西亞新加坡協會(馬新協會))

Warmest Regards,

John Lim

President of MSAH

10303 Westoffice Dr, Box# 99

Houston, TX 77042

TO: City Council

FROM: R. Pennington; City Administrator

MEETING DATE: December 16, 2024

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

Agenda Item: 13

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):
 - (1) Blue Iron for New Server: \$18,699.38. This item is a scheduled replacement and is budgeted. Staff and IT reviewed options for a cloud-based system, but the server must maintain the INCODE software and files that are more efficiently run from a local server.
 - (2) 11303 Somerland TCO: \$25,000. The TCO is recommended for reimbursement by staff and is scheduled as a disbursement to specifically authorize the reimbursement.
 - (3) Uretek for N. Piney Point Road: \$108,750.00. This is for the lifting and stabilization work along North Piney Point Road from Innisfree to 100 feet past Smithdale Road. The City Council approved a quote for the original scope of work for the not to exceed the amount of \$114,000.00.

b) Shred Service Agreement: – Iron Mountain.

c) Garbage Pickup for Holidays. GFL schedule for recycling (trash will remain the same) since Christmas and New Year fall on a Wednesday. Recycle will be picked up on the following Saturday for both (Dec 28th and Jan 4th).

d) Public Works Vehicle. Staff is requesting direction regarding the next steps for the purchase based on our discussion in October 2024. Details and options will be provided at the meeting.

Recommendations:

- (1) Approve Disbursements including, Blue Iron for New Server: \$18,699.38, to 11303 Somerland TCO for \$25,000, and to Uretek for N. Piney Point Road: \$108,750.00.
- (2) Approve Iron Mountain Shred Service Agreement.

FINANCIAL RELATED ITEMS



CITY OF PINEY POINT VILLAGE FINANCIAL REPORT

NOVEMBER 2024 FINANCIALS (PRELIMINARY)

The following report presents a comprehensive overview of the municipality's financial operations up to November 2024, marking the eleventh 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
Total Revenues	\$9,304,435	\$9,240,418	\$176,456	\$9,123,094
Total Expenditures	\$8,743,893	\$10,158,382	\$770,932	\$8,049,184
Over/(Under)	\$560,542	(\$917,964)	(\$594,476)	\$1,073,910

	Prior YTD	Budget	Month	YTD
Operating Revenues	\$9,184,886	\$9,191,418	\$172,215	\$8,966,108
Operating Expenditures	\$6,586,125	\$7,695,482	\$745,832	\$7,262,979
Over/(Under)	\$2,598,761	\$1,495,936	(\$573,617)	\$1,703,129

1. Year-to-date, total revenues amount to \$9,123,094, which is 98.7% of the budget, and 1.9% lower than last year. This decrease is primarily attributed to the permitting fees but is offset by an increase in property tax collections and interest earned.
 - a. Property tax received for the M&O or the general fund totals \$6,936,974, which is 100.1% of the budget. The amount collected year-to-date represents 76% of the total general fund revenue. The current Property Tax collected over last year-to-date amount is \$309,452, which is 4.7% 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.

- Please note that the City also received \$252,971.23 for M&O and \$31,031.74 for I&S (total \$284,002.97) during the month, which is deferred revenue for FY 2025.
-
- b. As of November, we collected \$457,394 in sales tax, which is 94.2% of our annual projection of \$485,725. The year-to-date amount collected is \$18,595 less than the amount collected through November 2023, which was \$485,725, showing a decrease of 3.9%. 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 was budgeted at \$485,725.
 - c. Franchise fee collections through November totaled \$323,658, including \$61,196 for the cable franchise, \$249,722 for the electric franchise, and \$12,740 for telephone and wireless franchise fees.
 - d. Court revenue is \$124,840, which accounts for 83.4% of the budget and is \$5,452 lower than last year. Court fines total \$114,841, and the remaining \$9,999 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 \$130,000.
 - e. License and permits total \$526,685, projected to be less than the target at 84.7%. Permits and inspection fees account for 86.5% of the category revenue. Drainage reviews are currently at \$62,000. 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 \$560,000.
 - f. The current total for alarm registrations is \$23,250, representing 116.9% of the annual budget projection and reflecting the same amount collected as in 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 \$437,307, 116.9% of the budget, and represents a significant increase of \$71,460 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. The City's interest revenue will likely be impacted by the Fed's decision.

- h. The Non-Operating Revenue is \$156,986, comprising \$31,744 from ambulance revenue, \$69,434 from CIP Cost Share for the Williamsburg Drainage Improvements project, \$35,787 from miscellaneous income (mainly from forfeiture of temporary occupancy certificates), and \$20,022 from credit card fees.
- 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 \$8,049,184, representing 79.2% of the budget, 7.9% lower than the corresponding period last year. Operating expenditures alone amount to \$7,262,979, constituting 94.4% of the budget and reflecting a programmed increase of 10.3% 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 \$2,622,267 or 100% 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 \$1,995,089 or 95.8%. 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 \$331,259 or 109.6%, exceeds the budget target by 9.62%, primarily due to drainage reviews and inspection services for the SUPs approved in late FY 2023, inspections carried into FY 2025, and an increase in generator permits due to the storms.
- 4. Divisions and categories that are noteworthy:
 - a. Administrative services is currently below budget expectations at 83.4%. 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 \$786,205 or 31.9% 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 \$1,073,910.

Debt Service Fund

	Prior YTD	Budget	Month	YTD
Total Revenues	\$965,587	\$896,050	(\$396)	\$897,421
Total Expenditures	\$877,950	\$885,050	\$0	\$884,200
Over/(Under)	\$87,637	\$11,000	(\$396)	\$13,221

7. Revenues are \$897,421, 100.2% of the budget, with \$876,627 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 \$13,221, 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: November 30, 2024

GENERAL FUND SUMMARY

	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
REVENUES						
PROPERTY TAXES	6,627,522	6,930,156	(9,889)	6,936,974	100.1%	(6,818)
SALES TAXES	475,988	485,725	44,372	457,394	94.2%	28,332
FRANCHISE TAXES	361,088	387,887	42,770	323,658	83.4%	64,229
COURT REVENUE	130,292	135,000	16,524	124,840	92.5%	10,160
PERMITS & INSPECTIONS	996,948	622,150	49,602	526,685	84.7%	95,465
ALARM REGISTRATIONS	25,700	25,000	200	23,250	93.0%	1,750
GOVERNMENTAL CONT. (METRO)	136,000	136,500	0	136,000	99.6%	500
PILOT FEES (KINKAID)	65,500	95,000	0	0	0.0%	95,000
INTEREST	365,847	374,000	28,635	437,307	116.9%	(63,307)
TOTAL OPERATING	9,184,886	9,191,418	172,215	8,966,108	97.5%	225,310
OTHER NON-OPERATING PROCEEDS	119,549	49,000	4,241	156,986	320.4%	(107,486)
TOTAL NON-OPERATING	119,549	49,000	4,241	156,986	320.4%	(107,486)
TOTAL REVENUES	\$9,304,435	\$9,240,418	\$176,456	\$9,123,094	98.7%	\$117,824
	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
EXPENDITURES						
PUBLIC SERVICE DIVISION						
POLICE SERVICES	2,299,184	2,622,267	210,475	2,622,267	100.0%	0
FIRE SERVICES	1,870,625	2,081,832	173,486	1,995,089	95.8%	86,743
SANITATION COLLECTION	463,052	595,563	101,698	536,265	90.0%	59,298
OTHER PUBLIC SERVICES	19,203	36,900	6,263	26,046	70.6%	10,854
PUBLIC SERVICE DIVISION	4,652,065	5,336,562	491,922	5,179,667	97.1%	156,895
OPERATIONS						
CONTRACT SERVICES	439,979	475,500	61,588	435,788	91.6%	39,712
BUILDING SERVICES	314,908	302,200	73,427	331,259	109.6%	(29,059)
GENERAL GOVERNMENT	904,697	1,228,060	92,875	1,024,711	83.4%	203,349
MUNICIPAL COURT	28,545	35,510	3,240	23,844	67.1%	11,666
PUBLIC WORKS	245,932	317,650	22,779	267,710	84.3%	49,940
OPERATION DIVISIONS	1,934,060	2,358,920	253,910	2,083,312	88.3%	275,608
TOTAL PUBLIC & OPERATING	\$6,586,125	\$7,695,482	\$745,832	\$7,262,979	94.4%	\$432,503
NON-OPERATING						
CAPITAL PROGRAMS	2,157,768	2,462,900	25,100	786,205	31.9%	1,676,695
TOTAL NON-OPERATING	2,157,768	2,462,900	25,100	786,205	31.9%	1,676,695
TOTAL EXPENDITURES	\$8,743,893	\$10,158,382	\$770,932	\$8,049,184	79.2%	\$2,109,198
REVENUE OVER/(UNDER) EXPENDITURES	560,542	(917,964)	(594,476)	1,073,910		



Piney Point Village TEXAS

Statement of Revenue & Expenditures For Month Ended: November 30, 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)	6,627,522	6,930,156	(9,889)	6,936,974	100.1%	(6,818)
	Unearned/Adjusted	0	0	0			0
	Total Property Tax :	6,627,522	6,930,156	(9,889)	6,936,974	100.1%	(6,818)
10-4150	Sales Tax	475,988	485,725	44,372	457,394	94.2%	28,332
	Total Tax Collection:	7,103,511	7,415,881	34,483	7,394,368	99.7%	21,513
<u>Permits & Inspections</u>							
10-4203	Plat Reviews	8,750	9,750	0	1,750	17.9%	8,000
10-4205	Contractor Registration	8,670	10,650	480	6,270	58.9%	4,380
10-4206	Drainage Reviews	53,750	50,000	7,050	62,000	124.0%	(12,000)
10-4207	Permits & Inspection Fees	925,028	550,000	42,072	455,665	82.8%	94,335
10-4208	Board of Adjustment Fees	750	1,750	0	1,000	57.1%	750
	Total Permits & Inspections:	996,948	622,150	49,602	526,685	84.7%	95,465
<u>Municipal Court</u>							
10-4300	Court Fines	119,452	126,000	15,025	114,841	91.1%	11,159
10-4301	Building Security Fund	3,794	3,000	525	3,499	116.6%	(499)
10-4302	Truancy Prevention	3,871	3,000	535	3,571	119.0%	(571)
10-4303	Local Municipal Tech Fund	3,097	2,950	428	2,857	96.8%	93
10-4304	Local Municipal Jury Fund	77	50	11	71	142.8%	(21)
	Total Municipal Court:	130,292	135,000	16,524	124,840	92.5%	10,160
<u>Investment Income</u>							
10-4400	Interest Revenue	365,847	374,000	28,635	437,307	116.9%	(63,307)
	Total Investment Income:	365,847	374,000	28,635	437,307	116.9%	(63,307)
<u>Agencies & Alarms</u>							
10-4508	SEC-Registration	25,700	25,000	200	23,250	93.0%	1,750
	Total Agencies & Alarms:	25,700	25,000	200	23,250	93.0%	1,750
<u>Franchise Revenue</u>							
10-4602	Cable Franchise	85,417	85,153	19,377	61,196	71.9%	23,957
10-4605	Power/Electric Franchise	249,719	272,419	22,702	249,722	91.7%	22,697
10-4606	Gas Franchise	0	25,000	0	0	0.0%	25,000
10-4607	Telephone Franchise	3,388	3,515	691	2,196	0.0%	1,319
10-4608	Wireless Franchise	22,564	1,800	0	10,543	585.7%	(8,743)
	Total Franchise Revenue:	361,088	387,887	42,770	323,658	83.4%	64,229
<u>Donations & In Lieu</u>							
10-4702	Kinkaid School Contribution	65,500	95,000	0	0	0.0%	95,000
10-4703	Metro Congested Mitigation	136,000	136,000	0	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	2,564	35,787	3578.7%	(34,787)
10-4803	CIP Cost Share	24,000	0	0	69,434		(69,434)
10-4804	Credit Card Fees	2,730	0	1,677	20,022		(20,022)
	Total Donations & In Lieu:	321,049	280,500	4,241	292,986	104.5%	(12,486)
	Total Revenue Received	9,304,435	9,240,418	176,456	9,123,094	98.7%	117,324
	FY21: Unearned Adjusted	0	0	0	0		0
	TOTAL REVENUES:	\$9,304,435	\$9,240,418	176,456	9,123,094	98.7%	\$117,324



Piney Point Village TEXAS

Statement of Revenue & Expenditures
For Month Ended: November 30, 2024

GENERAL FUND EXPENDITURES

		PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<u>PUBLIC SERVICE DIVISION</u>							
<u>Community Events</u>							
10-510-5001	Community Celebrations	5,341	6,000	3,651	6,910	115.2%	5,000
10-510-5002	Public Relations		15,000	1,203	4,802	32.0%	10,198
Community Events:		5,341	21,000	4,854	11,712	55.8%	10,198
<u>Police Services</u>							
10-510-5010	MVPD Operations	2,201,260	2,525,700	210,475	2,525,700	100.0%	0
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
Police Services:		2,299,184	2,622,267	210,475	2,622,267	100.0%	0
<u>Miscellaneous</u>							
10-510-5020	Miscellaneous		0	0	0	n/a	0
Total Miscellaneous:		0	0	0	0	n/a	0
<u>Sanitation Collection</u>							
10-510-5030	Sanitation Collection	455,769	578,520	99,704	526,697	91.0%	51,823
10-510-5031	Sanitation Fuel Charge	7,283	17,043	1,994	9,568	56.1%	7,475
Sanitation Collection:		463,052	595,563	101,698	536,265	90.0%	59,298
<u>Library Services</u>							
10-510-5040	Spring Branch Library		1,500			0.0%	1,500
Library Services:		0	1,500	0	0	0.0%	1,500
<u>Street Lighting Services</u>							
10-510-5050	Street Lighting	13,862	14,400	1,409	14,335	99.5%	65
Street Lighting Services:		13,862	14,400	1,409	14,335	99.5%	65
<u>Fire Services</u>							
10-510-5060	Villages Fire Department	1,870,625	2,081,832	173,486	1,995,089	95.8%	86,743
Fire Services:		1,870,625	2,081,832	173,486	1,995,089	95.8%	86,743
TOTAL PUBLIC SERVICE:		\$4,652,065	\$5,336,562	\$491,922	\$5,179,667	97.1%	\$157,805

		PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<u>CONTRACT SERVICE DIVISION</u>							
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	219,905	220,000	43,767	228,505	103.9%	(8,505)
10-520-5104	Legal	68,382	100,000	17,645	78,384	78.4%	21,617
10-520-5105	Tax Appraisal-HCAD	62,982	63,000	0	58,795	93.3%	4,205
10-520-5107	Animal Control	1,100	2,300	0	3,716	161.6%	(1,416)
10-520-5108	IT Hardware/Software & Support	21,646	41,200	161	16,854	40.9%	24,346
10-520-5110	Mosquito Control	18,565	24,000	15	24,545	102.3%	(545)
TOTAL CONTRACT SERVICE DIVISION:		\$439,979	\$475,500	\$61,588	\$435,788	91.6%	\$39,712
<u>BUILDING SERVICE DIVISION</u>							
<u>Building & Inspection Services</u>							
10-530-5152	Drainage Reviews	125,762	103,000	29,278	127,127	123.4%	(24,127)
10-530-5153	Electrical Inspections	19,845	15,000	7,110	25,290	168.6%	(10,290)
10-530-5154	Plat Reviews	0	500	0	0	0.0%	500
10-530-5155	Plan Reviews	40,000	50,000	8,000	44,000	88.0%	6,000
10-530-5156	Plumbing Inspections	21,780	18,000	7,785	29,565	164.3%	(11,565)
10-530-5157	Structural Inspections	28,755	30,000	7,965	38,520	128.4%	(8,520)
10-530-5158	Urban Forester	41,600	45,000	7,120	37,520	83.4%	7,480
10-530-5160	Mechanical Inspections	9,945	8,500	2,880	8,775	103.2%	(275)
Building and Inspection Services:		287,687	270,000	70,138	310,797	115.1%	(40,797)
<u>Supplies and Office Expenditures</u>							
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	650	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
Supplies and Office Expenditures:		1,230	3,200	0	2,990	93.4%	2,465
<u>Insurance</u>							
10-530-5403	Credit Card Charges	25,991	29,000	3,289	17,472	60.2%	11,528
Insurance:		25,991	29,000	3,289	17,472	60.2%	11,528
TOTAL BUILDING SERVICE DIVISION:		\$314,908	\$302,200	\$73,427	\$331,259	109.6%	(\$26,804)

		PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
GENERAL GOVERNMENT DIVISION							
<u>Administrative Expenditures</u>							
10-540-5108	Information Technology	18,956	22,000	1,451	42,129	191.5%	(20,129)
10-540-5201	Administrative/Professional Fe		0	0	9,105	n/a	(9,105)
10-540-5202	Auto Allowance/Mileage	9,009	7,200	687	7,858	109.1%	(658)
10-540-5203	Bank Fees	2,129	3,000	68	789	26.3%	2,211
10-540-5204	Dues/Seminars/Subscriptions	3,708	3,600	184	3,607	100.2%	(7)
10-540-5205	Elections	619	3,000	0	489	16.3%	2,511
10-540-5206	Legal Notices	6,206	3,500	1,320	6,053	172.9%	(2,553)
10-540-5207	Miscellaneous	2,367	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	6,376	10,000	1,303	7,859	78.6%	2,141
10-540-5210	Postage	1,377	2,000	0	232	11.6%	1,768
10-540-5211	Meeting Supplies	2,507	7,500	644	8,734	116.5%	(1,234)
10-540-5212	Rent/Leasehold/Furniture	126,530	146,000	6,921	118,707	81.3%	27,293
10-540-5213	Supplies/Storage	9,819	10,000	2,367	31,063	310.6%	(21,063)
10-540-5214	Telecommunications	8,522	16,000	455	11,290	70.6%	4,710
10-540-5215	Travel & Training	0	3,000	0	0	0.0%	3,000
10-540-5216	Statutory Legal Notices	180	1,500	0	0	0.0%	1,500
Administrative Expenditures:		202,193	248,300	15,399	253,237	102.0%	(4,937)
<u>Wages & Benefits</u>							
10-540-5301	Gross Wages	513,772	662,745	48,555	525,705	79.3%	137,040
10-540-5302	Overtime/Severance	2,584	20,809	65	2,139	10.3%	18,670
10-540-5303	Temporary Personnel	5,595	0			n/a	0
10-540-5306	FICA/Med/FUTA Payroll Tax Exp	40,180	50,035	3,689	40,884	81.7%	9,151
10-540-5310	TMRS (City Responsibility)	52,684	138,135	20,761	122,011	88.3%	16,124
10-540-5311	Payroll Process Exp-Paychex	2,873	4,000	265	3,337	83.4%	663
Wages & Benefits:		617,689	875,724	73,335	694,077	79.3%	181,647
<u>Insurance</u>							
10-540-5353	Employee Insurance	72,176	88,836	3,816	66,338	74.7%	22,498
10-540-5354	General Liability	11,472	10,000	325	7,209	72.1%	2,791
10-540-5356	Workman's Compensation	(33)	4,000	0	3,850	96.2%	150
Insurance:		83,615	102,836	4,141	77,396	75.3%	25,440
<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	
Intergovernmental:		1,199	1,200	0	0	0.0%	1,200
TOTAL GENERAL GOVERNMENT DIVISION:		\$904,697	\$1,228,060	\$92,875	\$1,024,711	83.4%	\$203,349

		PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<u>MUNICIPAL COURT DIVISION</u>							
<u>Supplies & Office Expenditures</u>							
10-550-5207	Misc Supplies	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	0	650	n/a	1,100
	Supplies and Office Expenditures:	631	4,000	0	1,679	n/a	3,350
<u>Insurance</u>							
10-550-5353	Employee Insurance		0			n/a	0
	Insurance:	0	0	0	0	n/a	0
<u>Court Operations</u>							
10-550-5403	Credit Card Charges	3,439	6,510	515	5,240	80.5%	1,270
10-550-5404	Judge/Prosecutor/Interpreter	24,475	25,000	2,725	16,925	67.7%	8,075
	Court Operations:	27,914	31,510	3,240	22,165	70.3%	9,345
	TOTAL MUNICIPAL COURT DIVISION:	\$28,545	\$35,510	\$3,240	\$23,844	67.1%	\$12,695
<u>PUBLIC WORKS MAINTENANCE DIVISION</u>							
<u>Supplies & Office Expenditures</u>							
10-560-5108	Information Technology	1,302	0	0	3,044		(3,044)
10-560-5207	Misc Supplies	1,751	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
	Supplies and Office Expenditures:	7,858	1,500	0	3,132	208.8%	(1,632)
<u>Insurance</u>							
10-560-5353	Employee Insurance		0			n/a	0
	Insurance:	0	0	0	0	n/a	0
<u>Maintenance & Repair</u>							
10-560-5501	TCEQ & Harris CO Permits	1,756	0	0	1,766	n/a	(1,766)
10-560-5504	Landscaping Maintenance	48,145	1,850	11,790	94,844	5126.7%	(92,994)
10-560-5505	Fuel & Oil	395	165,000	290	1,877	1.1%	163,123
10-560-5506	Right of Way Mowing	72,888	1,000	1,177	23,557	2355.7%	(22,557)
10-560-5507	Traffic Control	5,529	15,000	1,599	27,545	183.6%	(12,545)
10-560-5508	Water Utilities	7,752	2,800	1,423	7,167	256.0%	(4,367)
10-560-5509	Tree Care/Removal	24,860	16,000	0	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	52,836	100,000	6,500	42,331	42.3%	57,669
10-560-5516	Equipment Maintenance	1,731	3,000	0	1,462	48.7%	1,538
10-560-5517	Street Maintenance	5,173	10,000	0	7,619	76.2%	2,381
	Maintenance and Repair:	225,325	316,150	22,779	264,578	83.7%	51,572
<u>OTHER EXPENSES</u>							
10-560-5600	CAPITAL EQUIPMENT	12,750				n/a	
	Other Expenses:	12,750	0	0	0	n/a	0
	TOTAL PUBLIC WORKS DIVISION:	\$245,932	\$317,650	\$22,779	\$267,710	84.3%	\$49,940

		PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<u>CAPITAL OUTLAY PROGRAMS</u>							
<u>General Capital / Maintenance Programs</u>							
10-570-5602	Drainage Ditch Maintenance		0				0
10-570-5606	Road/Drainage Projects		0		n/a		0
10-570-5701	2019 Maintenance Projects		0		n/a		0
10-570-5702	2020 Paving Improvements	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
		27,151	0	0	0	n/a	0
<u>Major Capital / Maintenance Programs</u>							
	Surrey Oaks		0			n/a	0
10-570-5808	Wilding Lane	0	0			n/a	0
10-580-5809	96" Stormwater Replacement	1,541,919	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	25,100	583,810	23.7%	
10-580-5821	Williamsburg	42,702	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	107,785	0	0	6,894	n/a	
10-580-5826	Harris Co. Signal Participation		0			n/a	
	Capital Programming		0			n/a	
		2,130,617	2,462,900	25,100	786,205	31.9%	(195,501)
TOTAL CAPITAL OUTLAY PROGRAMS:		\$2,157,768	\$2,462,900	\$25,100	\$786,205	31.9%	(\$195,501)
TOTAL EXPENDITURES:		\$8,743,893	\$10,158,382	\$770,932	\$8,049,184	79.2%	\$241,196



Piney Point Village TEXAS

Statement of Revenue & Expenditures For Month Ended: November 30, 2024

DEBT SERVICE FUND

	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
REVENUES						
PROPERTY TAXES	919,870.39	881,050	(1,389)	876,627	99.5%	4,423
<i>Total Property Tax :</i>	<i>919,870</i>	<i>881,050</i>	<i>(1,389)</i>	<i>876,627</i>	<i>99.5%</i>	<i>4,423</i>
INTEREST	45,716	15,000	994	20,794	138.6%	(5,794)
TOTAL OPERATING	965,587	896,050	(396)	897,421	100.2%	(1,371)
TOTAL REVENUES	\$965,587	\$896,050	(\$396)	\$897,421	100.2%	(\$1,371)
	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
EXPENDITURES						
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
OPERATING EXPENDITURES	877,950	885,050	0	884,200	99.9%	850
TOTAL EXPENDITURES	\$877,950	\$885,050	\$0	\$884,200	99.9%	\$850
REVENUE OVER/(UNDER) EXPENDITURES	87,637	11,000	(396)	13,221		

**City of Piney Point Village
Monthly Tax Office Report
November 30, 2024**

Prepared by: J Matelske, Tax Assessor/Collector

A. Current Taxable Value \$ 3,147,817,155

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	287,718.09	203,157.91	490,876.00
Adjusted Levy	8,031,340.81	7,948,000.35	15,979,341.16
Less Collections Y-T-D	284,002.97	7,765,620.98	8,049,623.95
Receivable Balance	<u>\$ 7,747,337.84</u>	<u>\$ 182,379.37</u>	<u>\$ 7,929,717.21</u>

C. COLLECTION RECAP:

Current Month:	Current 2024 Tax Year	Delinquent 2023 & Prior Tax Years	Total
Base Tax	\$ 279,151.87	\$ (1,847.40)	\$ 277,304.47
Penalty & Interest	-	-	-
Attorney Fees	-	-	-
Other Fees	-	-	-
Total Collections	<u>\$ 279,151.87</u>	<u>\$ (1,847.40)</u>	<u>\$ 277,304.47</u>

Year-To-Date:	Current 2024 Tax Year	Delinquent 2023 & Prior Tax Years	Total
Base Tax:	\$ 284,002.97	\$ 7,765,620.98	\$ 8,049,623.95
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>\$ 284,002.97</u>	<u>\$ 7,825,531.87</u>	<u>\$ 8,109,534.84</u>

Percent of Adjusted Levy	<u>3.54%</u>	<u>100.97%</u>
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City of Piney Point Village
Tax A/R Summary by Year
November 30, 2024

YEAR	BEGINNING BALANCE AS OF 12/31/2023	ADJUSTMENTS	COLLECTIONS	ENDING BALANCE AS OF 11/30/2024
2023	\$ 7,602,266.60	\$ 224,260.99	\$ 7,778,161.31	\$ 48,366.28
22	34,483.77	(17,964.70)	(10,401.62)	\$ 26,920.69
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>\$ 203,157.91</u>	<u>\$ 7,765,620.98</u>	<u>\$ 182,379.37</u>

DISBURSEMENTS



Quote

Quote Number: 4563

Expiration Date: 12/30/2024

Quote Prepared For

Michelle Yi
City of Piney Point Village
,
Phone: 713-230-8702
myi@pineypt.org

Quote Prepared By

Dorothy Taylor
Phone: 281 602-6894
Fax: 8322020288
dorothy@blueirontech.com

Item#	Item	Quantity	Unit Price	Unit Discount	Adjusted Unit Price	Extended Price
One-Time Items						
1)	PowerEdge R660 Server -2.5" Chassis with up to 10 Hard Drives (SAS/SATA), 2CPU, PERC12 -(2) - Intel® Xeon® Silver 4514Y 2G, 16C/32T, 16GT/s, 30M Cache, Turbo, HT (150W) DDR5-4400 - (16) Memory Capacity 16GB RDIMM, 5600MT/s, Single Rank - PERC H965i with rear load bracket - Hard Drives 1.92TB SSD SATA Mixed Use 6Gbps 512 2.5in Hot-plug AG Drive, 3 DWPD - 3 Years Prosupport Next Business Day Onsite Service	1	\$64,377.34	\$47,432.96	\$16,944.38	\$16,944.38
2)	Setup Server Labor Estimated time - actual time will be billed	10	\$150.00	\$15.00	\$135.00	\$1,350.00
3)	Migration of Existing Servers Estimated time - actual time will be billed.	3	\$150.00	\$15.00	\$135.00	\$405.00
One-Time Subtotal						\$18,699.38
Total						\$18,699.38

Authorizing Signature _____

Date _____

Please send any Purchase Order information directly to the Texas Inter-Local Purchasing System (TIPS) at TIPSP0@tips-usa.com upon approval of Quote."Due to market volatility this price is guaranteed for 30 days up to a 3% increase in our purchase cost. If the total cost of goods has increased by more than 3% at the time of approval, a revised quote will be issued."

Include the TIPS contract #230105 on all Purchase Orders and documentation related to approval.

***Please note - No returns or refunds for Dell products.**

Acct # _____
Acct # _____
Entered _____
Approved _____
Posted _____

Check Refund Request

(Temporary Certificate of Occupancy)

Date Request: 12/10/2024	Check Request Amount: \$25,000.00	Trans Code: Incode
Original Payment Received on Date: 10/28/2024	Original Credit Card Processed Date: 10/28/2024	Property Address: (New Single Family)
Permit #: Incode; P# 19800	Applicant Name: Renaudin Builders LLC Tyler Renaudin	Contact Phone Number: [REDACTED]
Builder Contact Name and Address: Tyler Renaudin Builders Renaudin Builders 1616 South Voss Road Suite 700 Houston, Texas 77024 [REDACTED]	Original Resident Address:	*Notes: The contractor paid the deposit for the temporary certificate of occupancy. The temporary extension deadline was on; Monday, December 16, 2024, HDR Engineering approved the final as built topo on [REDACTED] The contractor met all obligations of the city. Refund due back to the contractor of record.
Builder Phone/ E-Mail: Tyler Renaudin Renaudin Builders 1616 South Voss Road Suite 700 Houston, Texas 77024 [REDACTED]	Resident Name: Kyle and Lori Bethancourt	Original Permit Number: P#19800
Original Receipt Transaction Receipt: #00028612 Trans: # 110.0000 Term: 998 Ref: Credit Card/Visa Date: 10/28/2024 Time: 05:20 p.m.	Notes: See the attached copy of the supporting documents.	Make Check Payable: Tyler Renaudin Renaudin Builders 1616 South Voss Road Suite 700 Houston, Texas 77024 [REDACTED] \$25,000.00 Check Request



City of Piney Point Village

7660 WOODWAY DR., SUITE 460
HOUSTON, TX 77063

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

Tuesday, October 29, 2024

Renaudin Builders
1616 S Voss Road, Suite 700
Houston, Texas 77024
[REDACTED]

RE: Temporary Certificate of Occupancy

Ref: 11303 Somerland Way Lane, Houston, Texas 77024. (City of Piney Point Village)

The City of Piney Point Village is issuing a Temporary Certificate of Occupancy, authorizing your occupancy of **11303 Somerland Way** before the completion of the final City checklist.

Your signature below indicates that you have agreed to complete all City requirements within the next (45) days. Specifically, you agree that the \$25,000 fiscal security posted to the city will serve as a security to the city that the following items will be completed no later than the end of the day, **Monday, December 16th, 2024.**

- Drainage Final
- Final As Built Topo
- Tree Final

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

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

Sincerely,

[REDACTED]
Robert Pennington
City Administrator/City of Piney Point Village

Agreed: (Builder) Tyler Renaudin

Agreed: (Resident) Kyle Bethancourt

Agreed: (Resident) Lori Bethancourt

[REDACTED]



November 12, 2024

Mr. Albert Syzdek, Jr., P.E.
Probstfeld & Associates
515 Park Grove Drive, Suite 102
Katy, TX 77450

Re: On-Going Services
As-Built Review of 11303 Somerland Way – Third Submittal (EXPEDITED)
Piney Point Village, Texas
HDR Job No. 10391488

Dear Mr. Syzdek:

We are in receipt of the As-Built Drainage Plan for the above referenced address, dated 11/12/2024. Based on the submitted elevations, as well as your review and statement that the plan conforms to the approved drainage plan, the City interposes no objection to the as-built drainage plan, contingent upon the following:

- The as-built plan includes several spot elevations within the 500-year floodplain that do not match the elevations shown on the drainage plan dated 4/4/24. However, the Engineer has submitted supplemental cut/fill calculations along with the as-built plan that appear to demonstrate no net fill within the 500-year floodplain when comparing pre-development elevations to as-built elevations.

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

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

Sincerely,

HDR Engineering, Inc.

A black rectangular redaction box covering the signature of Aaron Croley.

Aaron Croley, P.E., CFM
Project Engineer

cc: Annette Arriaga – City of Piney Point Village

hdrinc.com

4828 Loop Central Drive, Suite 700
Houston, TX 77081-2220
T (713) 622-9264 F (713) 622-9265
Texas Registered Engineering Firm F-754



City of Piney Point Village

7660 WOODWAY DR., SUITE 593
HOUSTON, TX 77063

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

CITY OF PINEY POINT VILLAGE

Certificate of Occupancy



THIS FORM WAS PRINTED ON 11/19/2024

11303 SOMERLAND WAY

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

PROJECT #: 19800

**OCCUPATION TYPE: NEW SINGLE-FAMILY
HOME**

PROPERTY OWNER: KYLE AND LORI BETHANCOURT

BUILDER/CONTRACTOR NAME: RENAUDIN BUILDERS LLC

PROJECT COMPLETION DATE: November 19, 2024

(APPROVED BY)

Annette R. Arriaga

Director of Planning, Development & Permits

11/19/2024

(DATE)



December 9, 2024

Mr. Bobby Pennington
City of Piney Point Village
7676 Woodway, Suite 300
Houston, Texas 77063

Re: Request for Payment: N. Piney Point Road Pavement Lifting
City of Piney Point Village
HDR Job No. 10391487

Dear Mr. Pennington:

Please find the attached invoices for payment for the above referenced project from Uretek. This is for the lifting and stabilization along North Piney Point Road from Innisfree to 100 feet past Smithdale Road. The City Council approved a quote for the original scope of work for the not to exceed amount of \$114,000.00. The Contractor has completed the repair and did not utilize the full amount of the projected product. Therefore, the project was completed under budget. We have reviewed the invoice numbered 31403 and recommend payment in the amount of \$108,750.00.

Sincerely,

HDR Engineering, Inc.

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

John Peterson, P.E., CFM
City Engineer

Enclosures



URETEK USA, INC.

PO Box 1929
Tomball, TX 77377
+18882873835
<https://uretekusa.com/>

INVOICE

BILL TO
HDR Engineering, Inc
4828 Loop Central Dr
Ste 800
Houston, TX 77081

SHIP TO
HDR Engineering, Inc
4828 Loop Central Dr
Ste 800
Houston, TX 77081

INVOICE 31403
DATE 11/30/2024
TERMS Net 30
DUE DATE 12/30/2024

SALES REP
97 - Robert Vera

PROJECT #
24TX97027

ITEM NO	DESCRIPTION	QUANTITY	RATE	EXTENDED COST
100	URETEK 486Star Polymer Injection(LS)	1	101,750.00	101,750.00
	Traffic Control (EA)	4	1,750.00	7,000.00

Project Name: N. Piney Point Road -
Pavement Lifting and stabilization

SUBTOTAL	108,750.00
TAX	0.00
TOTAL	108,750.00
BALANCE DUE	\$108,750.00

Banking Information
Payment Method: ABA Routing#: 075905787
Bank Name: First Business Bank
Account Number: 1610-599-51
Federal Tax ID:42-1329866

SHRED SERVICE AGREEMENT

[illegible]

www.IronMountain.com

WITH IRON MOUNTAIN SECURE SHREDDING SERVICES, YOU'LL BE ABLE TO SAFELY AND COST-EFFECTIVELY DESTROY UNNECESSARY PAPER-BASED DOCUMENTS. ONSITE OR OFFSITE, ONE-TIME OR RECURRING. OUR SOLUTIONS ARE TAILORED TO YOU.

SECURE SHREDDING: HOW IT WORKS



WHY IRON MOUNTAIN

FOR OVER 60 YEARS, THOUSANDS OF BUSINESSES HAVE TRUSTED IRON MOUNTAIN TO KEEP THEIR CONFIDENTIAL INFORMATION SECURE THROUGH DOCUMENT DESTRUCTION SERVICES. HERE'S WHY:

POWERED LOCALLY: We come to you. You can witness paper destruction by choosing the mobile shred truck option*, or you can utilize the environmentally friendly pickup and- transport service to a nearby Iron Mountain shred plant.

GET HELP WHEN YOU NEED IT: You can request shred service and see how much material you've shredded or trees you've saved with our online portal. With a 24/7 customer support team to answer your questions.

RIGHT SIZE YOUR SERVICE: You can customize your service. Choose from a variety of bin sizes, on or offsite shredding, online scheduling, and pre-arranged pickups. And, you can change your service at any time.

*Availability of both onsite and offsite shredding options vary by market. Please speak to your sales representative to understand what services are offered in your area.

WHAT'S INCLUDED

Live 24/7 Customer Service	Certificate of Destruction	Iron Mountain Connect™
NAID Certified Services	Local Support Team	InControl™ Security System
Locked Shred Containers	Shred Usage Report	Green Impact Report

CHOOSE THE BEST OPTION FOR YOUR BUSINESS



SECURE SHREDDING BIN

Designed to ensure that confidential documents are easily contained and transported. Clasp is firmly affixed to cart to lock lid securely to base. Easy to tilt and roll.

- Standard neutral grey color.
- Size: 43"H x 26"W x 30"D (65 Gallon)
- Capacity: Approximately 230 lbs or 5-6 copy paper boxes



SECURITY CONSOLES

Attractive neutral light-gray laminate container blends into office environments. Comes with tamper-evident locking system and includes a drawstring nylon bag for ease in securing and removing contents.

- Available in full and half height versions
- Size: 35"H x 19"W x 16"D
- Capacity: Approximately 100 lbs or 2-3 copy paper boxes

CONVENIENT ONLINE INVOICING AND PAYMENT

With Iron Mountain's easy to use online invoicing and payment service, you can easily manage your account at the click of a button.

HOW IT WORKS

- An Iron Mountain Specialist will reach out to you in order to set up your BillTrust account.
- Invoicing and payment for your account will be conducted through BillTrust.com, a secure, online invoice hub.
- Auto pay will be set up in Bill trust, using a credit card or Electronic Funds Transfer (EFT). You can log in to manage your invoices 24/7.
- An email notification will be sent when a new invoice is posted to your account and all payments are processed online.*

*Customers can request that a paper invoice be mailed in addition to their electronic invoices.

This Secure Shredding Services Agreement ("Agreement") between Iron Mountain Secure Shredding, Inc. ("IM") and "Customer" is effective as of 12/2/2024.

CUSTOMER: City of Piney Point Village	IRON MOUNTAIN SECURE SHREDDING, INC.
Sign and date:	Sign and date:
Print Title: Leslie Wilcox	Print Title:

Page 1 of 2

The parties agree that in the event Customer fails to deliver materials for shredding in accordance with the Service Description above more than three consecutive times or cancels scheduled on site services more than three consecutive times, such incidents shall be deemed a material breach.

- 1.3. **Effect of Early Termination.** In the event that either (i) IM terminates the Agreement due to Customer's material breach as permitted under Section 1.2; or (ii) Customer terminates the Agreement without cause, Customer agrees that it will be difficult to determine actual damages IM may suffer as a result of such termination and Customer will be required to pay IM an early termination fee in the amount of 50% of the average monthly invoice for the last six (6) months, excluding those with a balance of zero (\$0) dollars, multiplied by the number of months remaining in the term (the "Early Termination Fee"). The parties further agree that the Early Termination Fee is a reasonable estimate of the probable loss that IM would suffer under the circumstances indicated.
2. **Payment** - All fees for the Services shall remain fixed for the first year of this Agreement, and may thereafter be adjusted by IM at any time upon thirty (30) days' written notice. Payment terms are net, thirty (30) days. Customer shall be liable for late charges totaling one percent (1%) per month of the outstanding balance. At any time during the term of this Agreement, IM may require Customer to enroll in electronic payment (including auto-pay) at no additional charge to Customer if: (i) Customer fails to pay its charges pursuant to the payment terms herein; or (ii) Customer's annual account charges meet IM's requirement for electronic payment.
3. **Responsibilities**
 - 3.1. **Right to Rely on Instructions.** IM may act in reliance upon any instruction, instrument or signature reasonably believed by IM to be genuine, and may assume that any employee of Customer or Customer affiliates or subsidiaries giving any written notice, request or instruction has the authority to do so.
 - 3.2. **Hazardous Materials.** Customer shall not deposit into secure containers nor deliver to IM any material considered toxic or dangerous or which is regulated under any federal or state law or regulation relating to hazardous materials. Customer's premises where IM employees perform services or make deliveries hereunder shall be free of hazardous substances and hazardous or dangerous conditions. Customer warrants that it shall only place paper-based materials in the Secure Consoles or 65-gallon bins together, (the "Shredding Bins"). For the avoidance of doubt, if any small paperclips, staples, or binder clips are attached to such paper based materials, they may also be deposited in the Shredding Bins. Customer shall reimburse IM for damage to equipment or injury to personnel resulting from Customer's breach of this provision.
4. **Force Majeure** - Each party shall be excused from any delay or failure in performance under this Agreement for any period if and to the extent that such delay or failure is caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays or other causes beyond its control.
5. **Confidentiality** - "Confidential Information" means any information relating to the property, business and affairs of the party disclosing such information to the receiving party. Unless such Confidential Information was previously known to IM free of any obligation to keep it confidential, is subsequently made public by Customer or is disclosed by a third party having a legal right to make such disclosure, it shall be held in confidence by IM and shall be used only for the purposes provided in this Agreement. IM shall use the same degree of care to safeguard Customer Confidential Information as it uses to safeguard its own but, in any event, no less than reasonable care.
6. **Referral Right** - IM shall have the right to use Customer's name in connection with discussing opportunities with prospective customers.
7. **Limitation of Liability** - IM shall not be responsible or liable for the release, disclosure, or loss of any materials deposited in secure containers or otherwise delivered to it for secure shredding unless the release, loss, or disclosure is due to IM's negligence. IM's maximum liability for all claims arising with respect to the Services provided under this Agreement shall not exceed the aggregate amounts paid by Customer with respect to the Services being provided during the six (6) months preceding the event which gives rise to a claim. IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING TORT, CONTRACT OR OTHERWISE, SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
8. **Presenting Claims**- Customer must present any claim with respect to the Services in writing to IM within a reasonable time and in no case later than three (3) months after the occurrence of the event on which the claim is based.
9. **Warranty** - Customer warrants that it is the owner or legal custodian of, or otherwise has the right to deliver for secure shredding, any and all materials provided to IM hereunder. Customer agrees to reimburse IM for any expenses reasonably incurred (including reasonable legal fees) by IM as a result of IM's compliance with Customer instructions regarding the disposition of such materials.
10. **Miscellaneous**
 - 10.1. **Notices.** All notices hereunder shall be in writing and addressed to either party at its address given above. Notices to IM shall be sent to the attention of its General Manager.
 - 10.2. **Binding Nature and Assignment.** This Agreement shall be binding on the parties and their respective successors and assigns. Except as permitted by Section 10.5, neither party may assign this Agreement, except to an affiliate, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. An affiliate means any entity controlling, controlled by, under common control with, or having a common parent with IM or Customer
 - 10.3. **Purchase Orders.** In the event that Customer issues a purchase order to IM covering the Services provided under this Agreement, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by IM.
 - 10.4. **Additional Services.** This Agreement sets forth the complete terms and conditions for Services to be provided hereunder. In the event that Customer requires other services related to the management and storage of records and/or media, Customer shall contract for such records/media management and storage services under Iron Mountain's standard Customer Agreement. In the event any such records/media management and storage services are provided under the Customer account number associated with this Agreement, such services shall be governed by the terms and conditions of the aforementioned Iron Mountain Customer Agreement.
 - 10.5. **Services Provided by Third Parties.** IM may subcontract its obligations under this Agreement, in whole or in part, to an affiliate. Furthermore, IM may procure the services of any responsible third party, subject to IM's management approval process for third party providers, to perform all or part of the Services, but IM shall remain liable for all Services performed for Customer.
 - 10.6. **Choice of Law.** This Agreement shall be governed by the law of the state in which Customer's office identified in this Agreement is located excluding conflicts of laws principles.



**Access Authorization Form
Records Management**

X New
Update

Customer Number/ID	
Customer Name	City of Piney Point Village
Division ID	All Divisions
Department ID	All Departments

Strict Authorization will apply = *Only the names listed will have access to the account information*

Authorized Users ***Minimum of two authorized users required***

If the account is Department Restricted, a minimum of two authorized users is required for each Department ID

Access #1:

Authorized Contact Name:	
Phone Number:	
Email Address:	
*Password (optional):	
Department (if department specific/restricted):	
Authorized Destruction:	

Access #2:

Authorized Contact Name:	
Phone Number:	
Email Address:	
*Password (optional):	
Department (if department specific/restricted):	
Authorized Destruction:	

*Password security is optional. Passwords can be any alphanumeric combination up to 10 characters.

Authorized by: _____

Phone Number/Ext: _____

Certificate Of Completion

Envelope Id: 0E97BD44-1462-41BB-A526-79D64C62E02F
Subject: City of Piney Point Village - Your Custom Iron Mountain Proposal. Please Review
Source Envelope:
Document Pages: 6
Certificate Pages: 4
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

Status: Sent

Envelope Originator:
Raymond Tenney
1 Federal St.
Boston, MA 02110
raymond.tenney@ironmountain.com
IP Address: 20.25.131.192

Record Tracking

Status: Original
12/2/2024 2:28:33 PM
Holder: Raymond Tenney
raymond.tenney@ironmountain.com

Location: DocuSign

Signer Events

Leslie Wilcox
cityhall@pineypt.org
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 12/3/2024 2:55:49 PM
ID: 15ab7c5f-30e0-4299-a5e6-87b538bbb7e

Signature

Timestamp

Sent: 12/2/2024 2:28:39 PM
Viewed: 12/3/2024 2:55:49 PM

Raymond Tenney
raymond.tenney@ironmountain.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
Hashed/Encrypted

12/2/2024 2:28:39 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Iron Mountain Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Iron Mountain Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: Keith.michelson@ironmountain.com

To advise Iron Mountain Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.healey@ironmountain.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Iron Mountain Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to keith.michelson@ironmountain.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Iron Mountain Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to Keith.michelson@ironmountain.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

****** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Iron Mountain Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Iron Mountain Inc. during the course of my relationship with you.

TO: City Council

FROM: R. Pennington, City Administrator

MEETING DATE: December 16, 2024

SUBJECT: Consideration and possible action regarding a Resolution (RES. 2024.12-J) to execute settlement release documents with retail pharmacy Kroger as an additional settling party within the national opioid settlement participation previously authorized.

Agenda Item: 14

Informational Summary:

The City Council of Piney Point Village is considering a resolution to authorize the mayor to execute settlement release documents with Kroger, a retail pharmacy, as part of the National Opioid Settlement. This resolution follows the City's previous participation in the opioid settlement and adoption of the Texas Term Sheet.

Key points of the Resolution:

- Kroger has joined the proposed opioid settlement as an additional settling party.
- The City Council recognizes a substantial need for repayment of opioid-related expenditures and funding to address opioid-related harms in the community.
- The resolution authorizes the city to execute the settlement release with Kroger.

This resolution seeks to secure additional funding for the City of Piney Point Village to address the impacts of the opioid crisis. It is part of the larger \$1.37 billion settlement reached between Kroger and a coalition of 30 states. The settlement includes monetary compensation as well as injunctive relief, which mandates that Kroger's pharmacies monitor, report, and share data regarding any suspicious activity related to opioid prescriptions.

Attachments:

Opioid Resolution (RES. 2024.12-J)

RESOLUTION NO. 2024.12-J

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE SETTLEMENT RELEASE DOCUMENTS WITH RETAIL PHARMACY KROGER AS AN ADDITIONAL SETTLING PARTY WITHIN THE NATIONAL OPIOID SETTLEMENT PARTICIPATION PREVIOUSLY AUTHORIZED BY THE CITY.

WHEREAS, the City of Piney Point Village, Texas (the “City”), through Resolution No. 2021.10.25, duly authorized participation in the opioid settlement and adopted the Texas Term Sheet; and

WHEREAS, Kroger, a retail pharmacy, has now joined the proposed opioid settlement; and

WHEREAS, the City Council of the City hereby finds that there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City; and

WHEREAS, the City desires to execute the settlement release form with Kroger in its entirety and attached to this Resolution as **EXHIBIT A**; and **NOW, THEREFORE**,

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

SECTION 1. That the statements provided in the caption and the recitals of this Resolution are true and correct and are adopted herein for all intents and purposes.

SECTION 2. That the Mayor is authorized to execute the settlement release document, attached to this Resolution as **EXHIBIT A**, with Kroger in a timely manner.

PASSED AND APPROVED ON THE 16TH DAY OF DECEMBER 2024.

FOR THE CITY:

ALIZA DUTT, MAYOR

ATTEST:

Robert Pennington, City Secretary

EXHIBIT A – Kroger Texas Settlement Subdivision Participation and Release Form

Kroger Texas Statewide Opioid Settlement Agreement and Release

I. Overview

This Settlement Agreement and Release (the “Texas Settlement”) entered October, 30, 2024 between and among the State of Texas, all Texas Participating Subdivisions, and Kroger (collectively, “the Parties”) to resolve opioid-related Claims against Kroger. This Agreement is not contingent on the Global Settlement taking effect.

This Texas Settlement is a separate settlement that resolves the State of Texas and Texas Subdivisions’ opioid-related Claims against Kroger. And any all provisions of the Texas Settlement should be interpreted consistent with this stated intent of the Parties.

II. Definitions

- A. “*Texas Statewide Opioid Settlement Agreement*” means this Settlement Agreement together with the exhibits thereto.
- B. “*Bar*” means either (1) a ruling by the highest court of the State setting forth the general principle that no Subdivisions or Special Districts in the State may maintain Released Claims against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; (2) a law barring Subdivisions and Special Districts in the State from maintaining or asserting Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); or (3) a Settlement Class Resolution in the State with full force and effect. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from payments by Kroger incurred under the Agreement) shall not constitute a Bar.
- C. “*Case-Specific Resolution*” means either (1) a law barring specified Subdivisions or Special Districts from maintaining Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); (2) a ruling by a court of competent jurisdiction over a particular Subdivision or Special District that has the legal effect of barring the Subdivision or Special District from maintaining any Released Claims at issue against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; or (3) in the case of a Special District, a release consistent with Section VII below. For the avoidance of doubt, a law, ruling, or release that is conditioned or predicated upon a post-Effective Date payment by a Released Entity (apart from payments by Kroger incurred under the Agreement or injunctive relief obligations incurred by it) shall not constitute a Case-Specific Resolution.
- D. “*Claim*” means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, parens patriae claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law,

statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

- E. “*Covered Conduct*” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the date of execution of this Agreement (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to (a) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy, or advocacy relating to any Product or class of Products, including but not limited to any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (b) the characteristics, properties, risks, or benefits of any Product; (c) the reporting, disclosure, non-reporting, or non-disclosure to federal, state, or other regulators of orders for any Product placed with any Released Entity; (d) the selective breeding, harvesting, extracting, purifying, exporting, importing, applying for quota for, procuring quota for, handling, promoting, manufacturing, processing, packaging, supplying, distributing, converting, or selling of, or otherwise engaging in any activity relating to, precursor or component Products, including but not limited to natural, synthetic, semi- synthetic, or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, or any related intermediate Products; or (e) diversion control programs or suspicious order monitoring related to any Product.
- F. “*Consent Judgment*” means a consent decree, order, judgment, or similar action.
- G. Except with respect to the Consent Judgment, “*Court*” means the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation*, MDL No. 18-0358, Master File No. 2018-63587, in the 152nd Judicial District Court, Harris County, Texas. With respect to the Consent Judgment, “*Court*” means the court to which the Consent Judgment is presented for approval and/or entry.
- H. “*Effective Date*” means the date of entry of a final Consent Judgment, which shall be filed no later than 30 days after the Initial Participation Date.
- I. “*Finality*” means:

- a. the Agreement and the Consent Judgment have been approved and entered by the Court as to Kroger, including the release of all Released Claims against Released Entities as provided in this Agreement;
 - b. for all lawsuits brought by the State against Released Entities for Released Claims, either previously filed or filed as part of the entry of the Consent Judgment, the Court has stated in the Consent Judgment or otherwise entered an order finding that all Released Claims against Released Entities asserted in the lawsuit have been resolved by agreement; and
 - c. (1) the time for appeal or to seek review of or permission to appeal from the approval and entry as described in subsection (a) hereof and entry of such order described in subsection (b) hereof has expired; or (2) in the event of an appeal, the appeal has been dismissed or denied, or the approval and entry described in (a) hereof and the order described in subsection (b) hereof have been affirmed in all material respects (to the extent challenged in the appeal) by the court of last resort to which such appeal has been taken and such dismissal or affirmance has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court).
- J. *“Initial Participation Date”* means the date by which Subdivisions must join to become initial Participating Subdivisions. The Initial Participation Date shall be 60 days after the execution of this Agreement.
- K. *“Kroger”* means The Kroger Co.
- L. *“Kroger Global Settlement”* means the Kroger Global Settlement Agreement dated as of March 22, 2024 between and among the Settling States, Participating Subdivisions, and Kroger.
- M. *“Later Litigating Special District”* means a Special District (or Special District Official asserting the right of or for the Special District to recover for alleged harms to the Special District and/or the people thereof) that is not a Litigating Special District and that files a lawsuit bringing a Released Claim against a Released Entity, or that adds such a claim to a pre-existing lawsuit, after the execution date of this Agreement. It may also include a Litigating Special District whose claims were resolved by a judicial Bar or Case-Specific Resolution which is later revoked following the execution date of this Agreement, when such Litigating Special District takes any affirmative step in its lawsuit other than seeking a stay or removal.
- N. *“Later Litigating Subdivision”* means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for alleged harms to the Subdivision and/or the people thereof) that is not a Litigating Subdivision and that files a lawsuit bringing a Released Claim against a Released Entity, or that adds such a claim to a pre-existing lawsuit, after the Effective Date. It may also include a Litigating Subdivision whose claims were resolved by a judicial Bar or Case-Specific Resolution which is later revoked following the Effective Date, when such Litigating Subdivision takes any affirmative step

in its lawsuit other than seeking a stay or removal.

- O. “*Litigating Special District*” means a Special District (or Special District official) that brought any Released Claims against any Released Entities on or before the execution date of this Agreement that were not separately resolved prior to that date. A list of Litigating Special Districts will be agreed to by the parties.
- P. “*Litigating Subdivision*” means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for alleged harms to the Subdivision and/or the people thereof) that brought any Released Claims against any Released Entities on or before the Effective Date that were not separately resolved prior to that date. A list of Litigating Subdivisions will be agreed to by the parties.
- Q. “*Non-Litigating Special District*” means a Special District that is neither a Litigating Special District nor a Later Litigating Special District.
- R. “*Non-Litigating Subdivision*” means a Subdivision that is neither a Litigating Subdivision nor a Later Litigating Subdivision.
- S. “*Non-Participating Subdivision*” means a Subdivision that is not a Participating Subdivision.
- T. “*Participating Subdivision*” means a Subdivision that signs the Election and Release Form annexed as Exhibit A and meets the requirements for becoming a Participating Subdivision under subsection VIII.A. Dallas and Bexar Counties shall execute the Election and Release Form annexed as Exhibit A and shall be Participating Subdivisions.
- U. “*Primary Subdivision*” means a Subdivision that has a population of 30,000 or more residents pursuant to the 2019 U.S. Census estimate.
- V. “*Product*” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. It also includes: 1) the following when used in combination with opioids or opiates: benzodiazepine, carisoprodol, zolpidem, or gabapentin; and 2) a combination or “cocktail” of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. For the avoidance of doubt, “Product” does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with opioids or opiates. “Product” includes but is not limited to any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, naloxone, naltrexone, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, any variant of these substances, or any similar substance. “Product” also includes any natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, and any related intermediate products used or created in the manufacturing process for any of the substances described in the preceding sentence.

- W. “*Qualified Settlement Fund*” means the Texas Qualified Settlement Fund established by this Agreement into which all payments by Kroger are made, unless otherwise expressly provided in this Agreement, and which shall be established under the authority and jurisdiction of the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation, MDL No. 18- 0358*, Master File No. 2018-63587, in the 152nd Judicial District Court, Harris County, Texas.
- X. “*Qualified Settlement Fund Administrator*” means the Administrator appointed to administer the Texas Qualified Settlement Fund under the authority and jurisdiction of the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation, MDL No. 18-0358*, Master File No. 2018- 63587, in the 152nd Judicial District Court, Harris County, Texas.
- Y. “*Released Claims*” means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Effective Date. Without limiting the foregoing, “Released Claims” include any Claims that have been asserted against the Released Entities by the State or any of its Litigating Subdivisions or Litigating Special Districts in any federal, state or local action or proceeding (whether judicial, arbitral or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by the State, any of its Subdivisions or Special Districts, or any Releasor (whether or not such State, Subdivision, Special District, or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that “Released Claims” be interpreted broadly. This Agreement does not release Claims by private individuals. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe Claims brought by a Later Litigating Subdivision or other non-party Subdivision or Special District that would have been Released Claims if they had been brought by a Releasor against a Released Entity.
- Z. “*Released Entities*” means Kroger and (1) all of Kroger’s past and present direct or indirect parents, subsidiaries, divisions, predecessors, successors, assigns, including but not limited to all of the entities listed on Exhibit J of the Kroger Global Settlement; (2) the past and present direct or indirect subsidiaries, divisions, and joint ventures, of any of the foregoing; (3) all of Kroger’s insurers (solely in their role as insurers with respect to the Released Claims); (4) all of Kroger’s, or of any entity described in subsection (1), past and present joint ventures; and (5) the respective past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, agents, and employees of any of the foregoing (for actions that occurred during and related to their work for, or employment with, Kroger). Any person or entity described in subsections (3)-(5) shall be a Released Entity solely in the capacity described in such clause and shall not be a Released Entity with respect to its conduct in any other capacity.
- AA. “*Releasors*” means (1) the State of Texas; (2) each Participating Subdivision, including Dallas and Bexar Counties; and (3) without limitation and to the maximum extent of the

power of the State of Texas's Attorney General, and/or each Participating Subdivision to release Claims, (a) the State of Texas's and/or Participating Subdivision's departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, water districts, law enforcement districts, emergency services districts, school districts, hospital districts, and other Special Districts in the State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State of Texas or Subdivisions in the State, whether or not any of them participate in the Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Subdivision. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide an Election and Release Form providing for a release to the fullest extent of the Participating Subdivision's authority, which shall be attached as an exhibit to the Agreement. The State of Texas's Attorney General represents that he or she has or has obtained the authority set forth in the Representation and Warranty Section.

- BB. "*Settlement Class Resolution*" means a class action resolution in a court of competent jurisdiction in the State with respect to a class of Subdivisions and Special Districts in the State that (1) conforms with the State's statutes, case law, and/or rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in the State and has achieved Finality; (3) is binding on all Non-Participating Subdivisions and Special Districts in the State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Subdivisions or Special Districts may not bring Released Claims against Released Entities, whether on the ground of the Agreement (or the releases herein) or otherwise; and (5) does not impose any costs or obligations on Kroger other than those provided for in the Agreement, or contain any provision inconsistent with any provision of the Agreement. If applicable State law requires that opt-out rights be afforded to members of the class, a class action resolution otherwise meeting the foregoing requirements shall qualify as a Settlement Class Resolution unless Subdivisions collectively representing 1% or more of the State's population opt out. In seeking certification of any Settlement Class, the applicable State and Participating Subdivisions shall make clear that certification is sought solely for settlement purposes and shall have no applicability beyond approval of the settlement for which certification is sought. Nothing in this Agreement constitutes an admission by any Party that class certification would be appropriate for litigation purposes in any case.
- CC. "*Special District*" means a formal and legally recognized sub-entity of the State that is authorized by State law to provide one or a limited number of designated functions, including but not limited to school districts, fire districts, healthcare & hospital districts, and emergency services districts. Special Districts do not include sub-entities of the State that provide general governance for a defined area that would qualify as a Subdivision.

DD. “*State*” means the State of Texas.

EE. “*Subdivision(s)*” means a formal and legally recognized sub-entity of the State of Texas that provides general governance for a defined area, including a county, city, town, village, or similar entity. Unless otherwise specified, “Subdivision” includes all functional counties and other functional levels of sub-entities of the State that provide general governance for a defined area. Historic, non-functioning sub-entities of the State of Texas are not Subdivisions, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, parens patriae, or any other capacity. For purposes of this Agreement, the term Subdivision does not include Special Districts. A list of Texas Subdivisions will be agreed to prior to any Subdivision sign-on period.

III. Monetary Relief and Payments

- A. Texas Statewide opioid settlement to be distributed in the amount of \$75,315,611.99 (the “Texas Remediation Payment”) as a statewide opioid settlement pursuant to Tex. Gov’t Code Chapter 403 (comprised of \$11,297,341.79 as the State Share, \$11,297,341.79 as the Subdivision Share, and \$52,720,928.34 as the Abatement Share), \$7,282,379.52 as subdivision counsel fees; and \$472,129.30 as State Additional Restitution to be paid in year 2, for a total of \$83,070,120.81 (the “Settlement Amount”).
- B. Under no circumstances will Kroger’s financial responsibility under this Settlement, or this Settlement plus any common benefit assessment against this Settlement, exceed \$83,070,120.81, plus a maximum contribution of up to \$100,000.00 to an Opioid Education Program in Texas, as described in Section III.I.
- C. Subdivision participation forms of at least 96% of the population of litigating subdivisions will be obtained and provided to Kroger within 60 days of execution of this Agreement, including the Texas state bellwether jurisdictions (Dallas County and Bexar County). Texas will use good-faith efforts to obtain releases from non-litigating subdivisions as well. If less than 96% of the population of Litigating Subdivisions (as defined in the Global Settlement) execute participation forms within 60 days of execution of this Agreement, or if Dallas County and Bexar County do not both execute participation forms within 60 days of execution of this Agreement, Kroger retains the right to abandon this Agreement at its sole discretion within five (5) days. If Kroger chooses to abandon the settlement agreement because less than 96% of Litigating Subdivisions and/or Dallas and/or Bexar County do not execute releases within 60 days of execution, this Agreement shall be void in its entirety.
- D. If Kroger nevertheless decides at its discretion to proceed with this Agreement, then the Agreement shall become Effective. Kroger’s payments under this Agreement will be in accordance with this Agreement.

- E. This Agreement becomes effective at midnight on the 5th day after the deadline for at least 96% of the population of litigating subdivisions, and Dallas and Bexar Counties, to provide participation forms.
- F. Subdivision Counsel Fees of \$7,282,379.52 shall be allocated and distributed exclusively through the Texas MDL Court without any requirement that Texas Subdivision Counsel make application through the MDL process, through any National Fund Administrator, or submit in any manner whatsoever to the jurisdiction or enforcement of the MDL 2804 Court or Fee Panel.
- G. Counsel for Tarrant County, Texas, and MDL 2804 counsel shall not be penalized in any manner for making application to the Global Contingent Fee Fund, Global Common Benefit Fee Fund, or Global Cost Fund as a result of this Kroger Texas Statewide Opioid Settlement.
- H. Payment terms: The parties shall implement a payment schedule according to the Attached Schedule of Payments (See Exhibit E). In addition, within thirty (30) days of the effective date of this Agreement, payment for the Subdivision Counsel Fees shall be deposited into the Texas QSF, and the additional restitution shall be paid to the State as directed by the State. All funds for the State Share, Subdivision Share, and Abatement Share shall be deposited as a Statewide Opioid Settlement Amount into Chapter 403 accounts.
- I. OAG and Kroger will enter into a separate Agreement for an Opioid Education Program in Texas not to exceed to exceed \$100,000.00 in financial responsibility for Kroger, with jurisdiction to be agreed upon between Kroger and the OAG.

IV. Intra-State Allocation

Kroger's payments shall be allocated according to this Agreement and the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet annexed hereto as Exhibit C and incorporated herein by reference (the "*Texas Intrastate Term Sheet*"), and pursuant to Tex. Gov't Code Ann. §405.505 (2019) and Opioid Abatement Trust Fund established by Tex. Gov't Code Ann. §405.506 (2019), according to the guidelines established in Tex. Gov't Code Ann. Chapter 403, Subchapter R, Statewide Opioid Settlement.

V. Injunctive Relief

The Parties agree to the injunctive relief that Kroger agreed to as part of the Kroger Global Settlement, which is attached hereto as Exhibit D.

VI. Dismissal of Claims

Upon the execution of this Agreement, while awaiting formal approval of the Agreement by the Commissioners Courts of Dallas and Bexar Counties, the Parties agree to jointly move to stay or extend all deadlines and proceedings in the Actions as to Kroger and to jointly move

for the claims against Kroger to be severed from the Actions. It is the Parties' intent that all litigation activities in the Actions relating to the State of Texas and Dallas and Bexar Counties' claims against Kroger shall immediately cease as of the date of the execution of this Agreement and that the claims against Kroger not be included in the trial of the Actions against the other defendants. Dismissals shall be filed within 21 days after Kroger's walk away right has extinguished and initial payments have been made to the Texas QSF, for the Additional Restitution, and the Chapter 403 accounts. The Consent Judgment with State shall be entered no later than 30 days after execution of settlement.

VII. Release

- A. *Scope.* As of the Effective Date, the Released Entities will be released and forever discharged from all of the Releasors' Released Claims. The State of Texas (for itself and its Releasors), Dallas and Bexar Counties (each for itself and its Releasors), and each Participating Subdivision (for itself and its Releasors) will, on or before the Effective Date, absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the State of Texas, its Attorney General, and each Releasor to release claims. The Release shall be a complete bar to any Released Claim.
- B. *Claim Over and Non-Party Settlement.*
1. *Statement of Intent.* It is the intent of the Parties that:
 - a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Agreement;
 - b. the payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);
 - c. Claims by Releasors against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
 - d. the Settlement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.
 - e. The provisions of this subsection VII.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

2. *Contribution/Indemnity Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.
3. *Non-Party Settlement.* To the extent that, on or after the Effective Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Kroger in subsection VII.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.
4. *Claim-Over.* In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that in subsection VII.B.3, or any Releasor files a Non-Party Covered Conduct Claim against a non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in subsection VII.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, that Releasor and Kroger shall take the following actions to ensure that the Released Entities do not pay more with respect to Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Settlement Agreement by Kroger:
 - a. Kroger shall notify that Releasor of the Claim-Over within sixty (60) days of the assertion of the Claim-Over or sixty (60) days of the Effective Date of this Settlement Agreement, whichever is later;
 - b. Kroger and that Releasor shall meet and confer concerning the means to hold Released Entities harmless and ensure that it is not required to pay more with respect to Covered Conduct than the amounts owed by Kroger under this Settlement Agreement;
 - c. That Releasor and Kroger shall take steps sufficient and permissible under the law of the State of the Releasor to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to pay more with respect to Covered Conduct than the amounts owed by Kroger under this Settlement Agreement. Such steps may

include, where permissible:

- i. Filing of motions to dismiss or such other appropriate motion by Kroger or Released Entities, and supported by Releasors, in response to any claim filed in litigation or arbitration;
 - ii. Reduction of that Releasor's Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
 - iii. Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;
 - iv. Return of monies paid by Kroger to that Releasor under this Settlement Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;
 - v. Payment of monies to Kroger by that Releasor to ensure it is held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non- Released Entity;
 - vi. Credit to Kroger under this Settlement Agreement to reduce the overall amounts to be paid under the Settlement Agreement such that it is held harmless from the Claim-Over; and
 - vii. Such other actions as that Releasor and Kroger may devise to hold Kroger harmless from the Claim-Over.
- d. The actions of that Releasor and Kroger taken pursuant to paragraph (c) must, in combination, ensure Kroger is not required to pay more with respect to Covered Conduct than the amounts owed by Kroger under this Agreement.
- e. In the event of any dispute over the sufficiency of the actions taken pursuant to paragraph (c), that Releasor and Kroger may seek review by the National Arbitration Panel, provided that, if the parties agree, such dispute may be heard by the Court where the Consent Judgment was filed. The National Arbitration Panel shall have authority to require Releasors to implement a remedy that includes one or more of the actions specified in paragraph (c) sufficient to hold Released Entities fully harmless. In the event that the panel's actions do not result in Released Entities being held fully harmless, Kroger shall have a claim for breach

of this Agreement by Releasors, with the remedy being payment of sufficient funds to hold Kroger harmless from the Claim-Over. For the avoidance of doubt, the prior sentence does not limit or eliminate any other remedy that Kroger may have. If the Global Settlement does not become effective by December 31, 2024, then disputes shall be heard by the Court where the Consent Judgment was filed.

5. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under subsection VII.B.4 shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, clinic, hospital or other purchaser or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Kroger shall notify the Settling States, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entities asserts a Claim-Over arising out of contractual indemnity against it.

- C. *General Release.* In connection with the releases provided for in the Agreement, the State of Texas (for itself and its Releasors), Dallas and Bexar Counties (each for itself and its Releasors), and each Participating Subdivision (for itself and its Releasors) will expressly waive, release, and forever discharge any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State (for itself and its Releasors), Dallas and Bexar Counties (each for itself and its Releasors), and each Participating Subdivision (for itself and its Releasors) will expressly waive and fully, finally, and forever settle, release and discharge, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the State's decision to enter into the Agreement or the Participating Subdivisions' decision to participate in the Agreement.

- D. *Cooperation.* Releasors (i) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (ii) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims. The State shall use its best efforts to secure releases consistent with this Section from all Litigating or Later Litigating Subdivisions and Special

Districts.

- E. *Res Judicata*. Nothing in the Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in the Agreement, and/or any Consent Judgment or other judgment entered on the Agreement, gives rise to under applicable law.
- F. *Representation and Warranty*. The signatories of this Agreement on behalf of the State of Texas and its Participating Subdivisions expressly represent and warrant that they will, on or before the Effective Date, have (or have obtained) the authority to settle and release, to the maximum extent of the state's power, all Released Claims of (1) the State of Texas, (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, (3) any of the State of Texas's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation of a pharmaceutical distribution license; and (4) any Participating Subdivisions. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Also, for the purposes of clause (3), a release from the State's Governor is sufficient to demonstrate that the appropriate releases have been obtained.
- G. *Effectiveness*. The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Qualified Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Qualified Settlement Fund or any portion thereof.
- H. *Non-Released Claims*. Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by private individuals and any claims arising under the Agreement for enforcement of the Agreement.

VIII. Participation by Subdivisions

- A. *Requirements for Becoming a Participating Subdivision: Litigating Subdivisions/Later Litigating Subdivisions*. A Litigating Subdivision or Later Litigating Subdivision in the State may become a Participating Subdivision by either executing an Election and Release Form and upon prompt dismissal of its legal action or by having its claims extinguished by operation of law or released by the State's Office of the Attorney General.
- B. *Notice*. In conjunction and accordance with the notice process anticipated in the

Global Settlement, the State's Office of the Attorney General shall send individual notice to all Subdivisions in the State of Texas eligible to participate in the settlement and the requirements for participation. Such notice may include publication and other standard forms of notification.

- C. *Requirements for Becoming a Participating Subdivision: Non-Litigating Subdivisions.* A Non-Litigating Subdivision may become a Participating Subdivision by either executing an Election and Release Form specifying (1) that the Subdivision agrees to the terms of this Agreement pertaining to Subdivisions, (2) that the Subdivision releases all Released Claims against all Released Entities, and (3) that the Subdivision submits to the jurisdiction of the court where the Consent Judgment is filed for purposes limited to that court's role under the Agreement or by having their claims extinguished by operation of law or released by the State's Office of the Attorney General.
- D. *Non-Participating Subdivisions.* Non-Participating Subdivisions shall not directly receive any portion of any payments paid to the Texas Qualified Settlement Fund and the State may choose that its Non-Participating Subdivisions are ineligible for benefits from the fund.
- E. *Representation With Respect to Participation Rate.* The State of Texas represents and warrants for itself that it has a good faith belief that virtually all of Texas's Litigating Subdivisions will become Participating Subdivisions. The State acknowledges the materiality of the foregoing representation and warranty. Counsel for Dallas and Bexar Counties, in good faith, believe this is a fair Settlement. Therefore, counsel for Dallas and Bexar Counties will, in their best efforts, recommend this Settlement to their subdivision clients within Texas. Further, counsel for Dallas and Bexar Counties will use their best efforts to secure participation by all Subdivisions within Texas.

IX. Attorney Fee and Cost Payments

- A. The terms for attorney fee and cost payments are as follows:
 - 1. Kroger shall pay a total of \$7,282,379.52 in attorney fees to the Texas QSF. \$2,427,459.84 in attorney fees shall be paid in Payment 1 within thirty (30) days after the Texas Settlement Effective Date, \$2,427,459.84 in attorney fees shall be paid in Payment 2, and \$2,427,459.84 in attorney fees shall be paid in Payment 3.
 - 2. An attorney or law firm representing the State of Texas or a Texas Subdivision may receive an award of attorney fees paid under this Texas Settlement only if the attorney or law firm (a) represents that the attorney or law firm has no present intent to represent or participate in the representation of any Later Litigating Subdivision or Later Litigating State with respect to any Released Claims brought against any Released Entities; (b) represents that the attorney or law firm has not engaged and will not engage in any advertising or solicitation related to Released Claims against Released Entities; (c) represents that the attorney or law firm will not charge or accept any contingent or referral fees for any Released

Claims brought against any Released Entities; and (d) represents that the attorney or law firm does not have and will not have a fee entitlement related to any Released Claims brought against any Released Entities.

3. Counsel for the Texas Subdivisions agree not to apply to the MDL Contingency Fee Fund, the MDL Common Benefit Fund, or the MDL Cost Fund under the Global Agreement in connection with any work for Texas Subdivision's Claims against Kroger, except that (1) counsel for Tarrant County may apply to the MDL Common Benefit Fund and MDL Cost Fund for work performed in Tarrant County's bellwether case against Kroger, and (2) counsel for Participating Subdivisions in the Global Agreement may apply to the MDL Contingency Fund for their representation of those Participating Subdivisions.
 4. These fees shall be divided amongst Participating Subdivisions, including Dallas and Bexar Counties, as provided in the Texas Intrastate Term Sheet. Nothing in Section IX.A.1 is intended to limit the application of Sections C.5 and C.6 of the Texas Intrastate Term Sheet.
 5. Kroger shall pay \$472,129.30 in State Additional Restitution to the State of Texas.
 6. In addition to the payment pursuant to the foregoing paragraph (IX.A.3), the Qualified Settlement Fund Administrator shall allow reimbursement for reasonable costs and expenses as allowed by the Texas Intrastate Term Sheet from the Subdivision Share and Texas Abatement Fund Share, as provided in the Texas Intrastate Term Sheet, to be available to reimburse Participating Subdivision attorney's costs and expenses upon application by eligible counsel who waive their contingency fees. These costs and expenses shall be divided under the jurisdiction and authority of the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation, MDL No. 18-0358*, Master File No. 2018-63587, in the 152nd Judicial District Court, Harris County, Texas, amongst Participating Subdivisions, including Dallas and Bexar Counties, as provided in the Texas Intrastate Term Sheet. Any excess costs or expenses not allocated to reimburse Participating Subdivision attorney's costs and expenses pursuant to this Agreement under Exhibit C shall be replaced into to the Subdivision Share and Abatement Share Funds by the Qualified Settlement Fund Administrator.
 7. For the avoidance of doubt, nothing in this Section IX requires Kroger to make any payment beyond that described in Section III.A.
 8. Nothing in this agreement is intended to limit the application of the Texas Intrastate Term Sheet, which includes the calculation and process for allocation of fees and costs for Texas Political Subdivisions.
- B. An Attorney may not receive any payment from the Texas Attorney Fee Fund (which includes both the Contingency Fee Fund and the Common Benefit Fund) unless the following eligibility criteria are met and annually certified by the Attorney:

1. The Attorney must expressly waive the enforcement against the Litigating Subdivision client of all Fee Entitlements (other than under State Back-Stop Agreements) arising out of or related to any or all Qualifying Representations of any Participating Litigating Subdivision prior to applying for attorneys' fees from the Attorney Fee Fund or costs from the Cost Funds. All applications for attorneys' fees or costs under this Fee Agreement shall include an affirmation by the Attorney of such waiver and notice to the client(s) of such waiver. Such waiver shall not preclude the Attorney from submitting such Fee Entitlements to the Fee Panel as a factor for consideration in allocating payments from the Attorney Fee Fund or in connection with a State Back-Stop Agreement. For the avoidance of doubt, no Attorney may recover fees or costs under this Fee Agreement unless the Attorney expressly agrees not to enforce Fee Entitlements as to each and every Participating Litigating Subdivision represented by that Attorney, but such Attorneys may participate in and receive funds from a State Back-Stop Agreement.
2. The Attorney must represent that s/he has no present intent to represent or participate in the representation of any Later Litigating Subdivision or any Releasor with respect to Released Claims against Released Entities.
3. The Attorney must represent s/he will not charge or accept any referral fees for any Released Claims brought against Released Entities by Later Litigating Subdivisions. For the avoidance of doubt, this representation shall not prohibit Attorneys from receiving allocated shares of any future common benefit assessments arising out of settlements or judgments with Later Litigating Subdivisions represented by other Attorneys that are the result of the MDL Court's Common Benefit order.
4. The Attorney may not have and must represent that s/he does not have a Fee Entitlement related to a Later Litigating Subdivision.

X. Enforcement and Dispute Resolution

- A. The terms of the Agreement are enforceable by the Participating Subdivisions before the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation*, MDL No. 18-0358, Master File No. 2018-63587, in the 152nd Judicial District Court, Harris County, Texas and by the State for the Consent Judgment applicable to the State in the court where the Consent Judgment is filed. Kroger consents to the jurisdiction of the Texas MDL Court, and to the court in which the Consent Judgment is filed, limited to resolution of disputes identified in subsection X.C for resolution in the court in which the Consent Judgment is filed.
- B. The parties to a dispute shall promptly meet and confer in good faith to resolve any dispute. If the parties cannot resolve the dispute informally, and unless otherwise agreed in writing, they shall follow the remaining provisions of this section to resolve the dispute.

- C. Disputes not resolved informally shall be resolved in the Court that entered the Consent Judgment for disputes with the Attorney General, or the Texas MDL Court for disputes with subdivisions.
- D. Terms for Release, Covered Conduct, Product definitions, and Timing of Payments are intended to reasonably mirror those in the proposed Global Settlement but shall in no way cause jurisdiction of the MDL 2804 Court, Fee Panel, or any persons or entities associated with the Global Settlement over the Texas Litigating Subdivisions who provide Texas participation forms and Texas releases.

XI. Miscellaneous

- A. Statement on Restitution and Cooperation
 - 1. The Texas Qualified Settlement Fund Administrator shall complete and file Form 1098-F with the Internal Revenue Service on or before February 28 (March 31 if filed electronically) of the year following the calendar year in which the order entering the Consent Judgment becomes binding. On the Form 1098-F, the Texas Qualified Settlement Fund Administrator or requesting entity, as applicable, shall identify such payments from Kroger as remediation/restitution amounts. The Texas Qualified Settlement Fund Administrator or State, as applicable, shall also, on or before January 31 of the year following the calendar year in which the order entering the Consent Judgment becomes binding, furnish Copy B of such Form 1098-F (or an acceptable substitute statement) to Kroger.
- B. Nothing in this Agreement shall be construed to authorize or require any action by Kroger in violation of applicable federal, state, or other laws.
- C. *Future Litigation Contracts.* The State of Texas, by and through its Attorney General, represents that, to the extent permissible by law, it will not approve any future, or renew any current, Subdivision or Special District outside counsel contracts for opioid litigation against Kroger.
- D. *Most Favored Nations.* If, after execution of this Agreement, there is a collective resolution—through settlement, bankruptcy or other mechanism—of substantially all claims against Kroger brought by states, counties, and municipalities (a “Global Resolution”) under which, but for this Agreement, the Texas allocation would be greater than the Settlement Amount on a net present value basis, Kroger shall pay the difference between the Settlement Amount and the amount that would have been allocated to Texas under the terms and in accordance with any such Global Resolution.
- E. *Modification.* This Agreement may be modified by a written agreement of the Parties or, in the case of the Consent Judgment, by court proceedings resulting in a modified judgment of the Court. For purposes of modifying this Agreement or the Consent Judgment, Kroger may contact the Texas Attorney General and Counsel for Dallas, and Bexar Counties for purposes of coordinating this process.
- F. Any failure by any party to this Agreement to insist upon the strict performance by any

other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Judgment.

- G. *Entire Agreement.* This Agreement represents the full and complete terms of the settlement entered into by the Parties hereto, except as provided herein. In any action undertaken by the Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.
- H. *Counterparts.* This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.
- I. *Public Statements.* The parties agree to work together and coordinate the announcement and timing of the Texas Agreement.
- J. *Notice.* All notices under this Agreement shall be in writing (including, but not limited to, electronic communications and Overnight Mail) and shall be given to the recipients indicated below:

Defendant:

Copy to Kroger's attorneys at:

Chantale Fiebig
Weil, Gotshal & Manges LLP
2001 M St. NW 20036
Washington, D.C. 20036

For the Attorney General:

Stephanie Eberhardt
Assistant Attorney General
Office of the Attorney
General PO Box 12548
Austin, Texas 78711-2548
stephanie.eberhardt@oag.texas.gov

For Texas PSC:

Jeffrey B. Simon
Simon Greenstone Panatier, P.C.
901 Main Street, Suite 5900
Dallas, Texas 75202
Phone: (214) 276-7680
jsimon@sgptrial.com

Dara Hegar
The Lanier Law Firm P.C.
10940 West Sam Houston Pkwy N., Suite 100
Houston, Texas 77064
Phone: (713) 659-5200
Dara.Hegar@LanierLawFirm.com

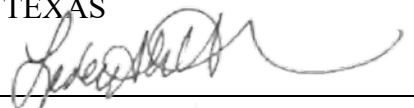
Approved:

THE KROGER CO.

By: 
Chantale Fiebig
Weil, Gotshal & Manges LLP
2001 M St. NW #600
Washington, D.C. 20036
Chantale.Fiebig@weil.com

Date: 10/30/2024

STATE OF TEXAS

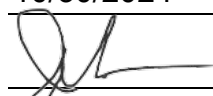
By: 

Date: 10/30/2024

TEXAS PSC NEGOTIATION COMMITTEE

By: 
Dara Hegar
The Lanier Law Firm, P.C.
10940 W. Sam Houston Pkwy N.
Ste 100
Houston, TX 77064
dara.hegar@lanierlawfirm.com

Date: 10/30/2024

By: 
Jeffrey B. Simon
Simon Greenstone Panatier, P.C.

901 Main Street, Suite 5900
Dallas, Texas 75202
jsimon@sgptrial.com

Date: 10/30/2024

Exhibit A

TEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM

Political Subdivision:	Texas
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Texas Political Subdivision”), in order to obtain and in consideration for the benefits provided to the Texas Political Subdivision pursuant to the Kroger Texas Settlement Agreement and Full Release of All Claims dated _____ (“Kroger Texas Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Texas Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Texas Political Subdivision above is aware of and has reviewed the Kroger Settlement Agreement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Texas Political Subdivision elects to participate in the Kroger Texas Settlement and become a Participating Texas Political Subdivision as provided therein.
2. The Texas Political Subdivision shall immediately cease any and all litigation activities as to the Released Entities and Released Claims and, within 14 days of executing this Participation and Release Form, its counsel shall work with Kroger’s counsel to dismiss with prejudice any Released Claims that it has filed.
3. The Texas Political Subdivision agrees to the terms of the Kroger Texas Settlement pertaining to Texas Political Subdivisions as provided therein.
4. By agreeing to the terms of the Kroger Texas Settlement and becoming a Releasor, the Texas Political Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Texas Political Subdivision agrees to use any monies it received through the Kroger Texas Settlement solely for the purposes provided therein.

6. The Texas Political Subdivision submits to the exclusive jurisdiction and authority of the Texas Consolidated Litigation Court as defined in the Kroger Texas Settlement. For the avoidance of doubt, nothing contained in this Participation and Release Form, or the Kroger Texas Settlement, constitutes consent to jurisdiction, express or implied, over the Texas Political Subdivision or its selected counsel to the jurisdiction of any other court (including without limitation MDL 2804, the MDL 2804 Fee Panel, the MDL 2804 Enforcement Committee, or the Court in which any Texas Consent Judgment is filed) for any purpose whatsoever.
7. The Texas Political Subdivision, as a Participating Texas Subdivision, has the right to enforce the Kroger Texas Settlement in the Texas Consolidated Litigation Court as provided therein.
8. The Texas Political Subdivision, as a Participating Texas Subdivision, hereby becomes a Releasor for all purposes in the Kroger Texas Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Texas Political Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entities in any forum whatsoever. The releases provided for in the Kroger Texas Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entity the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Texas Political Subdivision to release claims. The Kroger Texas Settlement shall be a complete bar to any Released Claim.
9. The Texas Political Subdivision hereby takes on all rights and obligations of a Participating Texas Subdivision as set forth in the Kroger Texas Settlement.
10. In connection with the releases provided for in the Kroger Texas Settlement, each Texas Political Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Texas Political Subdivision hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Texas Settlement.

11. The Texas Political Subdivision acknowledges, agrees, and understands that the Maximum Texas Settlement Amount to be paid under the Kroger Texas Settlement for the benefit of the Participating Texas Political Subdivision, is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the governmental entity, constitutes restitution and remediation for damage or harm allegedly caused by Kroger in order to restore, in whole or part, the governmental entity to the same position or condition that it would be in had it not suffered the Alleged Harms; and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law.
12. Nothing herein is intended to modify in any way the terms of the Kroger Texas Settlement Agreement, to which the Texas Political Subdivision hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Texas Settlement, the Kroger Texas Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Texas Political Subdivision.

Signature: _____
Name: _____
Title: _____
Date: _____

Exhibit B
List of Texas PSC Subdivisions

County/City	Firm Name	Population
Angelina County	Simon Greenstone Panatier, P.C.	86,715
Bailey County	Fears Nachawati	7,000
Bastrop County	Phipps Ortiz Talafuse PLLC	88,723
Bee County	Simon Greenstone Panatier, P.C.	32,565
Bexar County	Watts Guerra LLP	2,003,554
Blanco County	Simon Greenstone Panatier, P.C.	11,931
Bowie County	Simon Greenstone Panatier, P.C.	93,245
Brazos County	Fears Nachawati	229,211
Brooks County	Phipps Ortiz Talafuse PLLC	7,093
Burleson County	Watts Guerra LLP	18,443
Burnet County	Simon Greenstone Panatier, P.C.	48,155
Caldwell County	Phipps Ortiz Talafuse PLLC	43,664
Calhoun County	Phipps Ortiz Talafuse PLLC	21,290
Cameron County	Watts Guerra LLP	423,163
Camp County	Simon Greenstone Panatier, P.C.	13,094
Cass County	Simon Greenstone Panatier, P.C.	30,026
Castro County	The Coffman Law Firm	7,530
Cherokee County	Simon Greenstone Panatier, P.C.	52,646
Childress County	Haley & Olson, P.C.	7,306
Clay County	Haley & Olson, P.C.	10,471
Colorado County	The Coffman Law Firm	21,493
Cooke County	Simon Greenstone Panatier, P.C.	41,257
Coryell County	Simon Greenstone Panatier, P.C.	75,951
Dallas County	Simon Greenstone Panatier, P.C., The Lanier Law Firm, P.C.	2,635,516
Delta County	Simon Greenstone Panatier, P.C.	5,331
Dimmit County	Simon Greenstone Panatier, P.C.	10,124
Duval County	Snapka Law	11,157
Ector County	Simon Greenstone Panatier, P.C.	166,223
El Paso County	The Gallagher Law Firm, PLLC	839,238
Ellis County	Fears Nachawati	184,826
Falls County	Simon Greenstone Panatier, P.C.	17,297
Fannin County	Simon Greenstone Panatier, P.C.	35,514
Fort Bend County	The Lanier Law Firm	811,688
Franklin County	Simon Greenstone Panatier, P.C.	10,725
Freestone County	Simon Greenstone Panatier, P.C.	19,717

County/City	Firm Name	Population
Galveston County	The Gallagher Law Firm, PLLC	342,139
Grayson County	Simon Greenstone Panatier, P.C.	136,212
Guadalupe County	Phipps Ortiz Talafuse PLLC	166,847
Hardin County	Simon Greenstone Panatier, P.C.	57,602
Harris County	The Gallagher Law Firm, PLLC	4,713,325
Harrison County	Watts Guerra LLP	66,553
Haskell County	Haley & Olson, P.C.	5,658
Hays County	Phipps Ortiz Talafuse PLLC	230,191
Henderson County	Fears Nachawati	82,737
Hidalgo County	The Gallagher Law Firm, PLLC	868,707
Hopkins County	Simon Greenstone Panatier, P.C.	37,084
Houston City	The Lanier Law Firm	2,320,268
Houston County	Simon Greenstone Panatier, P.C.	22,968
Jasper County	Simon Greenstone Panatier, P.C.	35,529
Jefferson County	The Coffman Law Firm	251,565
Jim Hogg County	Snapka Law	5,200
Jim Wells County	Watts Guerra LLP	40,482
Johnson County	Fears Nachawati	175,817
Jones County	Haley & Olson, P.C.	20,083
Kaufman County	Fears Nachawati	136,154
Kendall County	Simon Greenstone Panatier, P.C.	47,431
Kerr County	Watts Guerra LLP	52,600
Kinney County	Haley & Olson, P.C.	3,667
Kleberg County	Snapka Law	30,680
La Salle County	Haley & Olson, P.C.	7,520
Lamar County	Simon Greenstone Panatier, P.C.	49,859
Leon County	Watts Guerra LLP	17,404
Leon Valley City	Phipps Ortiz Talafuse PLLC	12,306
Liberty County	The Gallagher Law Firm, PLLC	88,219
Limestone County	Simon Greenstone Panatier, P.C.	23,437
Lubbock County	Phipps Ortiz Talafuse PLLC	310,659
Madison County	The Coffman Law Firm	14,284
Marion County	Simon Greenstone Panatier, P.C.	9,854
McLennan County	Haley & Olson, P.C.	256,623
McMullen County	Simon Greenstone Panatier, P.C.	743
Milam County	Simon Greenstone Panatier, P.C.	24,823
Mitchell County	Haley & Olson, P.C.	8,545
Montgomery County	Haley & Olson, P.C.	607,391

County/City	Firm Name	Population
Morris County	Simon Greenstone Panatier, P.C.	12,388
Nacogdoches County	Simon Greenstone Panatier, P.C., The Lanier Law Firm, P.C.	65,204
Newton County	Simon Greenstone Panatier, P.C.	13,595
Nolan County	Haley & Olson, P.C.	14,714
Nueces County	The Lanier Law Firm	362,294
Orange County	Simon Greenstone Panatier, P.C.	83,396
Panola County	Simon Greenstone Panatier, P.C.	23,194
Parker County	Simon Greenstone Panatier, P.C.	142,878
Polk County	Haley & Olson, P.C.	51,353
Potter County	Simon Greenstone Panatier, P.C., The Lanier Law Firm, P.C.	117,415
Red River County	Simon Greenstone Panatier, P.C.	12,023
Roberts County	The Coffman Law Firm	854
Robertson County	Simon Greenstone Panatier, P.C.	17,074
Rockwall County	Fears Nachawati	104,915
Rusk County	Simon Greenstone Panatier, P.C.	54,406
San Patricio County	Phipps Ortiz Talafuse PLLC	66,730
San Saba County	The Coffman Law Firm	6,055
Shackelford County	The Coffman Law Firm	3,265
Shelby County	Simon Greenstone Panatier, P.C.	25,274
Smith County	Simon Greenstone Panatier, P.C.	232,751
Stephens County	Fears Nachawati	9,366
Tarrant County	The Lanier Law Firm	2,102,515
Terrell County	The Coffman Law Firm	776
Throckmorton County	Haley & Olson, P.C.	1,501
Titus County	Simon Greenstone Panatier, P.C.	32,750
Travis County	The Lanier Law Firm	1,273,954
Trinity County	Simon Greenstone Panatier, P.C.	14,651
Upshur County	Simon Greenstone Panatier, P.C.	41,753
Uvalde County	Phipps Ortiz Talafuse PLLC	26,741
Van Zandt County	Simon Greenstone Panatier, P.C.	56,590
Walker County	Park Law Firm	72,791
Waller County	The Gallagher Law Firm, PLLC	55,246
Webb County	The Cicala Law Firm	276,652
Wichita County	Haley & Olson, P.C.	132,230
Williamson County	Watts Guerra LLP	590,551
Wilson County	Phipps Ortiz Talafuse PLLC	51,070

County/City	Firm Name	Population
Wood County	Simon Greenstone Panatier, P.C.	45,539
City Of Laredo, Texas	Napoli Shkolnik	262,491
County Of Maverick	Napoli Shkolnik	58,722
City Of San Antonio, Texas	Levin Papantonio Rafferty	1,547,253
County Of Zavala	Napoli Shkolnik	11,840
City Of Eagle Pass	Napoli Shkolnik	29,684
Nueces County Hospital District	The Lanier Law Firm	6,982
Bexar County Hospital District (D/B/A UHS Health System)	Watts Guerra LLP	7,058
Dallas County Hospital District (D/B/A Parkland)	Burns Charest	12,869
Guadalupe Valley Medical Center	Burns Charest	923
Tarrant County Hospital District (D/B/A JPS Health Network)	Wick Phillips	6,694
Harris County Hospital District (D/B/A Harris Health System)	The Gallagher Law Firm, PLLC	7,403
Burleson Hospital District	Watts Guerra LLP	20
Wilson County Memorial Hospital District	Phipps Ortiz Talafuse PLLC	208
Ochiltree County Hospital District	Frazer PLC	105
Palo Pinto County Hospital District	Burns Charest	336
West Wharton County Hospital District	Frazer PLC	186
Irving Independent School District	The Coffman Law Firm	3,251
Texarkana Independent School District	The Coffman Law Firm	1,548
Socorro Independent School District	The Coffman Law Firm	6,288
Gonzales Health Care System	Frazer PLC	TBD

Exhibit C

Exhibit D

[Exhibit P of Kroger's Global Settlement]

EXHIBIT P

Pharmacy Controlled Substance Compliance Program & Anti-Diversion Injunctive Terms

I. INTRODUCTION

1. Except where these Injunctive Terms specify a different implementation period, Kroger shall implement the Injunctive Terms set forth below in Sections II through XVIII by the Injunctive Terms Implementation Date (defined below).
2. To the extent that Kroger already has in place positions, committees, departments, policies or programs that satisfy the Injunctive Terms, no re-naming or other change is required by these Injunctive Terms.
3. Overview
 - a. Kroger will implement or maintain a Controlled Substance Compliance Program (“CSCP”).
 - b. The CSCP must include written standard operating procedures and/or corporate policies (the “CSCP Policies and Procedures”) required by these Injunctive Terms.
 - c. The CSCP shall apply during the term of these Injunctive Terms, to each of Kroger’s retail pharmacy stores that dispense Schedule II Designated Controlled Substances and are registered or licensed with each Settling State.
 - d. Kroger shall provide a copy of the relevant CSCP Policies and Procedures to each Settling State within sixty (60) days of the Injunctive Terms Implementation Date. To the extent any implementation is expected to require additional time, the Parties agree to work together in good faith to establish a timeline for implementation. No later than thirty (30) days after the Injunctive Terms Implementation Date, each Settling State shall identify the person or office to whom Kroger must provide a copy of the relevant CSCP Policies and Procedures and any other State-specific reporting required under these Injunctive Terms.
 - e. Settling States shall form the States Injunctive Relief Committee to serve as a point of contact for Kroger and to perform such other roles as set forth herein. Upon the committee’s formation, Settling States shall provide notice to Kroger of the members of the committee.
4. Compliance with Laws
 - a. Kroger acknowledges and agrees that its pharmacies must comply with applicable state and federal laws, regulations, and rules, including those

regarding the dispensing of Controlled Substances. The requirements of these Injunctive Terms are in addition to, and not in lieu of, any other requirements of federal, state, or local law. Nothing in the Injunctive Terms shall be construed as relieving Kroger of the obligation of its pharmacies to comply with all federal, state and local laws, regulations or rules, nor shall any of the provisions of the Injunctive Terms be deemed as permission for Kroger to engage in any acts or practices prohibited by such laws, regulations or rules.

- b. The Injunctive Terms are not intended to and shall not be interpreted to prevent Kroger from taking or implementing any other compliance or policy steps that are more restrictive or that are necessary to conform with federal, state, or local legal requirements, unless such steps would conflict with State or local law. The Injunctive Terms are not intended to and shall not be interpreted to require Kroger to inventory any Controlled Substances or any particular Controlled Substances or to require dispensing of any Controlled Substances or of any individual, types, subsets or categories of Controlled Substances prescriptions.
- c. In the event that Kroger determines that there may be a conflict between the Injunctive Terms and the express requirements of federal, state, or local laws, or interpretations of such laws articulated by an agency responsible for enforcing such laws or a court (“Express Interpretations”), such that Kroger determines that it cannot comply with the Injunctive Terms without violating these express requirements or Express Interpretations, Kroger shall follow the express requirements of the federal, state or local law or Express Interpretation thereof and shall provide notice to the Settling State(s). Within thirty (30) days after receipt of a notification from Kroger referenced above, Kroger and the State shall meet and discuss the potential conflict, and Kroger shall comply with any reasonable requests from the Settling State as necessary to determine whether there is a conflict between the Injunctive Terms and the express requirements of federal, state, or local laws, or Express Interpretations. In the event that Kroger believes a court or administrative action brought by a governmental body in a Settling State has commenced against it or its pharmacists for actions required by the Injunctive Terms, then Kroger may notify the Attorney General of the Settling State of such pending action. If the State agrees that the court or administrative action is a result of actions required by the Injunctive Terms, the State will engage in best efforts to resolve the conflict or assist in achieving resolution of the court or administrative action. Nothing in this paragraph shall (i) limit the right of the Settling State to disagree with Kroger as to the conflict; (ii) be deemed to relieve Kroger from following any subsequently enacted law or regulation, or judicial decisions from a regulatory authority with jurisdiction over controlled substances that is more restrictive than the provisions of the Injunctive Terms, or from following the Injunctive Terms if they are more restrictive than applicable laws at issue in the administrative action if there is no conflict; (iii) be deemed to relieve Kroger from adhering to the outcome of a court or administrative action when it is determined that there is no conflict; or (iv) limit a Settling State’s ability to relieve Kroger of a duty under these Injunctive

Terms if that Settling State determines that that term is in conflict with that Settling State's express legal requirements.

- d. Kroger shall retain all records it is required to create pursuant to its obligations hereunder for a period outlined in appendix A, unless otherwise specified. Nothing in these Injunctive Terms shall prevent a Settling State from issuing a lawful subpoena or Civil Investigative Demand (CID) for records pursuant to an applicable law.
5. No Admission and No Use as Evidence. Kroger does not admit liability or wrongdoing. These Injunctive Terms shall not be considered, construed, or represented to be (1) an admission, concession, or evidence of liability, wrongdoing, or to impose the existence of any legal obligations or requirements other than the requirement to follow these Injunctive Terms, or (2) a waiver or limitation of any defense otherwise available to Kroger. These Injunctive Terms shall not be offered or received in evidence or otherwise relied on in any action or proceeding for any purpose other than in an action or proceeding to modify or enforce or monitor compliance with these Injunctive Terms.

II. TERM AND SCOPE

1. The term of these Injunctive Terms shall be from the Injunctive Terms Implementation Date until November 15, 2032, unless otherwise specified herein.
2. Except as otherwise stated herein, the Injunctive Terms shall apply to Kroger's retail pharmacy stores located in, and registered or licensed with, each Settling State that dispense Schedule II Designated Controlled Substances to Patients, including any Schedule II Designated Controlled Substances dispensed by any such retail pharmacy stores that are mailed or shipped to patients in a Settling State. Should Kroger operate an online pharmacy that is registered or licensed to dispense Schedule II Designated Controlled Substances in any Settling State while these Injunctive Terms are in effect, the Injunctive Terms shall apply to such pharmacy as well.¹
3. These Injunctive Terms may be amended by mutual agreement of a majority of the States Injunctive Relief Committee and Settling Pharmacy. Any such amendments must be in writing.

III. DEFINITIONS

1. The term "Distributor Injunctive Terms" means Exhibit P of the Settlement Agreement, dated as of July 21, 2021, between McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation and certain States and subdivisions.

¹ Kroger's specialty and mail order pharmacies are not subject to, and are not online pharmacies for purposes of, these Injunctive Terms.

2. The term “Block” means an action taken by Kroger preventing or otherwise prohibiting any Settling Pharmacy pharmacist from filling prescriptions for Controlled Substances from a specific identified Prescriber.
3. The term “Clearinghouse” means the system established by Section XVII of the Distributor Injunctive Terms.
4. The term “Controlled Substances” means those substances designated under schedules II-V pursuant to the federal Controlled Substances Act.
5. The term “Designated Controlled Substances” shall be limited to: (a) oxycodone; (b) hydrocodone; (c) hydromorphone; (d) tramadol; (e) oxymorphone; (f) morphine; (g) methadone; and (h) fentanyl.
6. The term “Injunctive Terms Implementation Date” means sixty (60) days after the Effective Date of the Settlement Agreement as defined in Section I.V of the Kroger Settlement Agreement.
7. The term “National Arbitration Panel” is defined in Section I.LL of the Kroger Settlement Agreement.
8. The term “Patient” means any individual who receives a prescription for a Designated Controlled Substance from a Prescriber, whether legally valid or not, and attempts to fill it at one of Kroger’s pharmacy stores in a Settling State.
9. The term “Prescriber” means any individual that has issued a prescription for a Designated Controlled Substance, whether legally valid or not, that is presented to Kroger in a Settling State.
10. The term “Red Flag(s)” means the enumerated Patient Red Flags, Prescription Red Flags, and Prescriber Red Flags set out in Section IX.
11. The term “Settling State(s)” means each State that is a signatory to the Kroger Settlement Agreement.
12. The term “States Injunctive Relief Committee” means a committee representing the Settling States composed of between four and eight members designated by the Settling States. The members of the States Injunctive Relief Committee shall be employees of a Settling State’s Office of Attorney General and/or employees of another agency of a Settling State.
13. The term “Kroger Settlement Agreement” means the settlement agreement dated as of March 22, 2024, between and among the Settling States, the Participating Subdivisions and Kroger.

IV. CONTROLLED SUBSTANCE COMPLIANCE PERSONNEL

1. Kroger shall designate a Controlled Substance Compliance Director, or other appropriately titled position, to be a member of the Controlled Substance Compliance Committee (described below in Section VI), and to oversee a Controlled Substance Compliance Department and Kroger's compliance with 21 C.F.R. 1306.04 and these Injunctive Terms. As used in these Injunctive Terms, the terms "Controlled Substance Compliance Committee" and "Controlled Substance Compliance Department" refer to the entity or entities, however titled, that carry out the functions required by these Injunctive Terms. Notwithstanding the preceding sentence, to the extent an existing position, committee or department carries out the functions required by these Injunctive Terms, any other functions undertaken by such position, committee or department shall not be subject to these Injunctive Terms or oversight by the Settling States pursuant to these Injunctive Terms. The position, committee and department discussed in these Terms may bear different names and need not be limited to the roles and functions set forth herein.
2. The Controlled Substance Compliance Director shall have knowledge of and experience with the laws and regulation of Controlled Substances, in particular the regulations in 21 C.F.R. § 1306.04.
3. The Controlled Substance Compliance Director shall provide at least quarterly reports to the Controlled Substance Compliance Committee (described below in Section VI) regarding Kroger's compliance with these Injunctive Terms, including the implementation of any changes to the CSCP Policies and Procedures required by these Injunctive Terms.
4. Staffing levels of Kroger's Controlled Substance Compliance Department shall be reviewed periodically, but at least on an annual basis, by Kroger's Controlled Substance Compliance Committee to assess whether such staffing levels are sufficient for the Controlled Substance Compliance Department to comply with this Agreement. This review shall include consideration of relevant developments in technology, law, and regulations.
5. Throughout the term of these Injunctive Terms, Kroger shall maintain a telephone and electronic submission hotline(s) (the "Hotline") to permit employees and/or Patients and/or members of the public to anonymously report suspected inappropriate or illegitimate dispensing, prescribing or diversion of Designated Controlled Substances, violations of the CSCP Policies and Procedures, these Injunctive Terms, or other applicable law related to Designated Controlled Substances. The Hotline may be implemented by adding a dedicated option to existing systems that includes reporting regarding Designated Controlled Substances. Kroger shall publish its Hotline contact information to its employees and Patients in the Settling States. Kroger shall maintain for a period outlined in appendix A a record of each complaint made to the Hotline regarding Designated Controlled Substances and documentation regarding any investigation or response to such complaints. Nothing herein shall require Kroger to investigate a pharmacist's professional judgment to refuse a

prescription that the pharmacist believes was prescribed or is being used for other than a legitimate medical purpose or that the pharmacist believes was not prescribed by an individual Prescriber acting in the usual course of his or her professional practice.

V. INDEPENDENCE

1. Kroger's Controlled Substance Compliance Department personnel, pharmacists and pharmacist technicians who work at Kroger's pharmacies within the Settling States, and field personnel who supervise pharmacists and pharmacist technicians (together, "CSCP Employees"), shall not be compensated in whole or in part by commissions, bonuses, incentives or any other monetary or non-pecuniary benefit that depends in material part on revenue or profitability targets or expectations to sales of Controlled Substances. Nothing in these Injunctive Terms shall be interpreted to prevent compensation of employees based on sales volume, revenue or profitability targets/expectations for enterprise-, store-, or pharmacy-wide sales that include Controlled Substances.
2. No CSCP Employees may be terminated, suspended, threatened with or face any other negative employment consequence for failing to meet any revenue or profitability targets or expectations that depends in material part on sales of Controlled Substances. Nothing in these Injunctive Terms shall be interpreted to prevent Kroger from taking employment action based on sales volume, revenue or profitability targets/expectations for enterprise-, store-, or pharmacy-wide sales that include Controlled Substances.
3. Personnel in Kroger's Controlled Substance Compliance Department shall not report to Kroger's sales, marketing, or business development departments, and sales, marketing, or business development departments shall not be authorized to make decisions regarding the promotion, compensation, demotion, admonition, discipline, commendation, periodic performance reviews, hiring, or firing of Controlled Substance Compliance Department personnel. This provision does not apply to an officer or executive to whom both the Controlled Substance Compliance Department and sales, marketing and/or business development departments report.
4. Kroger's sales, marketing and business development departments are prohibited from interfering with, obstructing, or otherwise exerting control over any Controlled Substance Compliance Department or Controlled Substance Committee decision-making. This provision does not apply to an officer or executive to whom both the Controlled Substance Compliance Department and sales, marketing and/or business development departments report.
5. To the extent necessary to comply with this section, Kroger's Controlled Substance Compliance Committee shall review, modify, and direct any changes to any compensation and non-retaliation policies specific to the sale or dispensing of Designated Controlled Substances.

VI. OVERSIGHT

1. To the extent not already established, within thirty (30) business days of the Injunctive Terms Implementation Date, Kroger shall establish a compliance committee, however titled, that includes representatives from its respective legal, compliance, pharmacy operations and asset protection departments, however named, to provide oversight over the CSCP and its compliance with the Injunctive Terms. For the purposes of reference herein, this committee, however named, shall be referred to as the “Controlled Substance Compliance Committee.” Kroger shall maintain its Controlled Substance Compliance Committee for the duration of the term of the Injunctive Terms. The Controlled Substance Compliance Director shall be a member of the Controlled Substance Compliance Committee.
2. Kroger’s Controlled Substance Compliance Committee shall have quarterly meetings during which the Controlled Substance Compliance Director shall report on, and the Controlled Substance Compliance Committee shall review, among other things, (a) the Prescription Validation Process, including the CSCP Policies and Procedures on identifying and resolving Patient, Prescriber and Prescription Red Flags; (b) the training required under the Injunctive Terms; (c) proactive due diligence and site visits; (d) the Prescriber Review Processes; (e) significant new national and regional diversion trends involving Controlled Substances; (f) Kroger’s adherence to the Injunctive Terms and applicable laws and regulations; and (g) any technology, staffing, or other resource needs for the CSCP. The Controlled Substance Compliance Committee shall have access to all CSCP reports described in the following subsection.
3. On an annual basis, Kroger’s Controlled Substance Compliance Committee shall provide a written report to the President of the Settling Pharmacy’s Retail Division, the Chief Financial Officer of the Settlement Pharmacy’s Retail Division, the Chief Legal Officer of the Settling Pharmacy’s Retail Division, and the corporate Chief Compliance Officer, outlining (a) the Settling Pharmacy’s adherence to, and any material deviations from these Injunctive Terms; (b) the allocation of resources sufficient to comply with these Injunctive Terms; and (c) any revisions to the CSCP that the Controlled Substance Compliance Committee has approved. The corporate Chief Compliance Officer shall determine if and when it is appropriate to make a report to the Board or any subcommittee thereof, but shall report at least annually.
4. Kroger, through its Controlled Substance Compliance Department and Committee, shall, at least once every year, review and oversee any enhancements to the CSCP Policies and Procedures and systems for dispensing activity that the Controlled Substance Compliance Committee deems necessary.
5. The Controlled Substance Compliance Committee shall be responsible for the approval of all material revisions to the CSCP Policies and Procedures, provided that nothing herein shall prevent Kroger from implementing changes to the CSCP Policies and Procedures pending such review and approval.

VII. MANDATORY TRAINING

1. The CSCP Policies and Procedures shall be published in a form and location readily accessible to all pharmacy and compliance personnel at each of Kroger's retail pharmacy locations in the Settling States. Online availability is sufficient, so long as pharmacy and compliance personnel have access to a computer with access to the CSCP Policies and Procedures.
2. Kroger shall launch training for all existing CSCP Employees, to the extent practical (for example, accounting for employee leave), on the CSCP Policies and Procedures required under these Injunctive Terms, including the Prescription Validation Process and corresponding responsibility. The training shall be launched within one hundred twenty (120) days of the Injunctive Terms Implementation Date. All CSCP Employee new hires, to the extent practical, shall be required to participate in such trainings within sixty (60) days of hiring or six (6) months of the Injunctive Terms Implementation Date, whichever is later. Kroger will further require that every CSCP Employee, to the extent practical, receive such training at least once every three (3) years for the term of these Injunctive Terms.
3. On an annual basis for the duration of these Injunctive Terms, Kroger shall test its CSCP Employees on their knowledge regarding the CSCP Policies and Procedures required under these Injunctive Terms, including the Prescription Validation Process and corresponding responsibility.
4. It shall be a part of the CSCP Policies and Procedures and all trainings of all CSCP Employees required under these Injunctive Terms that pharmacists shall refuse to dispense Controlled Substances that they believe were prescribed or are being used for other than a legitimate medical purpose or that they believe were not prescribed by an individual Prescriber acting in the usual course of his or her professional practice.
5. All trainings required under these Injunctive Terms shall also make clear that (i) Kroger's compensation and non-retaliation policies, including pursuant to these Injunctive Terms, prevent CSCP Employees from being compensated or penalized in any way related to revenue or profitability targets or expectations specific to sales of Controlled Substances; and ii) pharmacists will not be penalized in any way for exercising their professional judgment to refuse to fill prescriptions for Controlled Substances pursuant to their corresponding responsibility. To the extent that trainings designed and launched prior to the Effective Date of these Injunctive Terms do not reference these policies, they shall be added by the end of April 2024.

VIII. THE PRESCRIPTION VALIDATION PROCESS

1. As part of its CSCP, Kroger shall maintain a Prescription Validation Process in the CSCP Policies and Procedures, as further described and set forth in this section, that each pharmacist employed by Kroger in a Settling State must follow when dispensing a prescription for a Controlled Substance. The inclusion of an enumerated Red Flag in these Injunctive Terms shall not be considered, construed, or represented to be an

admission, concession, or evidence of any factual or legal contention related to such Red Flag. A Red Flag shall not be interpreted to mean that a prescription is, or is more likely than not, illegitimate and/or not issued in the usual course of professional practice or treatment.

2. A Red Flag will be considered “resolved” if, after further investigation as described below, and given other facts and circumstances surrounding the prescription, a pharmacist determines, in his or her professional judgment, that the facts that triggered the Red Flag do not lead him or her to believe that the prescription was written or is being submitted for an illegitimate medical purpose or outside the usual course of a Prescriber’s professional practice.
3. Kroger’s CSCP Policies and Procedures shall provide that if a pharmacist identifies any “Patient Red Flags” associated with a Controlled Substances prescription (described in Section IX(3) below), before filling the prescription the pharmacist must resolve them; and that the method of resolution falls within the judgment of the pharmacist and may include reviewing the Patient’s profile and history with the Settling Pharmacy, calling the Prescriber or Prescribers if appropriate, speaking with the Patient if appropriate, calling on the pharmacist’s pre-existing knowledge of the Patient or Prescriber, reviewing available Prescription Monitoring Program (“PMP” or “PDMP”) data, and/or reviewing other data or information available to the pharmacist.
4. Kroger’s CSCP Policies and Procedures shall provide that if forgery or fraud is suspected, or if the pharmacist identifies any other “Prescription Red Flags” associated with a Controlled Substances prescription (described in Section IX(4) below), the pharmacist must resolve the Prescription Red Flags before filling the prescription; and that the method of resolution falls within the judgment of the pharmacist and may include reviewing the Patient’s profile and history with Kroger, calling the Prescriber or Prescribers if appropriate, speaking with the Patient if appropriate, calling on the pharmacist’s pre-existing knowledge of the Patient or Prescriber, reviewing available PMP or PDMP data, and/or reviewing other data or information available to the pharmacist.
5. Kroger’s CSCP Policies and Procedures shall require that if a pharmacist identifies any “Prescriber Red Flags” associated with a Controlled Substances prescription (described in Section IX(5) below), the pharmacist must resolve them before filling the prescription; and that the method of resolution falls within the judgment of the pharmacist and may include reviewing any Kroger records regarding the Prescriber, calling the Prescriber if appropriate, speaking with the Patient if appropriate, calling on the pharmacist’s pre-existing knowledge of the Patient or Prescriber, reviewing available PMP or PDMP data, and/or reviewing other data or information available to Kroger.
6. Kroger’s CSCP Policies and Procedures related to Schedule II Designated Controlled Substances shall provide that the resolution of all Red Flags identified by the pharmacist, as well as any prescriptions that were rejected pursuant to Red Flags

identified by the pharmacist, and the reasons why they were rejected, must be documented by the pharmacist, unless (a) if based on the pharmacist's pre-existing knowledge of the Patient or Prescriber or (b) if documentation is not possible (e.g., a patient refuses to hand over a non-electronic prescription). Any such records shall be maintained for a period outlined in appendix A. To the extent that a Red Flag is resolved based upon facts or circumstances that are already reflected or documented in Kroger's records, further documentation of those facts or circumstances is not required for resolution of substantially the same Red Flag on subsequent prescriptions. For example, if a Patient lives fifty-five (55) miles from a Kroger but works near the pharmacy and that fact is reflected in pharmacy records, no documentation for the resolution of the Red Flag addressing the Patient's distance from the pharmacy is required in connection with individual prescriptions dispensed for that Patient. A lack of documentation shall not be interpreted to create a presumption that a pharmacist did not resolve any identified Red Flags. Nothing in these Injunctive Terms shall require Kroger to create a record in those instances where the pharmacist rejects a prescription when presented without an effort to resolve any red flags, including but not limited to instances where the pharmacist rejects a prescription for clinical reasons, or where the pharmacist identifies on the face of the prescription a Prescription Red Flag (defined in Section IX below) that causes the pharmacist to conclude without further inquiry that the prescription is invalid.

7. Kroger's CSCP Policies and Procedures shall provide that, even if all Red Flags are resolved, a pharmacist shall reject a prescription if, in his or her professional judgment, he or she believes that it was written or is being submitted for other than a legitimate medical purpose and/or was written outside the usual course of an individual Prescriber's professional practice.

IX. RED FLAGS

1. Upon request by the Settling States, but no more than annually, and no earlier than four months after the Injunctive Terms Implementation Date, Kroger shall provide to the Settling States a report (the "Annual Data Report") that sets forth: (1) the total number of prescriptions for Controlled Substances dispensed annually, aggregated nationally and by state; (2) the top twenty-five prescribers of Designated Controlled Substances in each Settling State; (3) the list of prescribers subject to disclosure in section X.5; (4) the specific process, system, metrics or algorithms (if any) sufficient to demonstrate the operational system's ability to identify each category of Red Flag listed in this section; and (5) the total number of Designated Controlled Substance prescriptions that pharmacists at the Settling Pharmacy refused to dispense, as reflected in the pharmacy dispensing or other electronic system. Unless otherwise required by law, if a Settling State seeks to disclose any data and/or information provided under this provision as part of a proceeding to enforce these Injunctive Terms or for other law enforcement purposes, it shall first provide ten (10) days' notice to Kroger unless doing so would conflict with applicable law.

2. A Settling State shall not otherwise disclose or provide any data provided under this provision to third parties during or after the Term of these Injunctive Terms unless required to do so by law. If a Settling State is required to disclose or provide any data under this provision to third parties during or after the Term of these Injunctive Terms, it shall first provide ten (10) days' notice to Kroger unless doing so would conflict with applicable law. All data and/or information provided under this paragraph shall be deemed confidential law enforcement material, to the extent state law permits, and shall not be subject to production unless required by law. Nothing in this paragraph shall be deemed to prevent a Settling State from sharing this material with other State or federal law enforcement agencies.
3. Within the ninety (90) days following the provision of the Annual Data Reports, either Kroger or the States Injunctive Relief Committee may propose in writing a meet and confer to discuss potential changes to the scope of one or more categories of Red Flags. At such a meeting, Kroger or the States Injunctive Relief Committee may provide additional research, information or data available to them beyond that provided in the Annual Data Reports. For example, Kroger might propose reducing the threshold for triggering a particular category of Red Flag or consolidating certain Red Flags or subcategories of Red Flags into a single metric, or the States Injunctive Relief Committee might propose increasing the threshold for triggering a particular Red Flag or expanding that Red Flag to include multiple subcategories (e.g., number of prescriptions, distance thresholds).
 - a. If Kroger and the States Injunctive Relief Committee agree on such changes to one or more Red Flags, they shall document those changes in writing and they shall become a part of these Injunctive Terms for all intents and purposes.
 - b. If Kroger and the States Injunctive Relief Committee cannot agree on the proposed changes during their meeting and confer, the Party seeking the change(s) to the Red Flag(s) may seek a 5-day mediation of the issue at its own expense. If the mediation fails to resolve the dispute between the parties, the party seeking the proposed change(s) may appeal to the National Arbitration Panel to have the National Arbitration Panel modify the Red Flags on the basis that the change(s) would be consistent both with avoiding unnecessary material costs of identifying and resolving Red Flags and materially reducing the diversion of Controlled Substances. In such a proceeding, the Party seeking the proposed change(s) may provide evidence from Annual Data Reports or from other research, data and information.
 - c. In any such proceedings, there shall be a presumption against imposition of any proposed Red Flags, or proposed modifications to pre-existing Red Flags, that have not been identified by the United States Drug Enforcement Administration (DEA) or other law enforcement agencies tasked with the regulation of Controlled Substances.
 - d. The Red Flags required by these Injunctive Terms shall at no point be too numerous or complex to be reasonably workable for pharmacists in the context

of protecting patient safety, performing corresponding responsibility, drug utilization review, and their other responsibilities. Any dispute over whether the Red Flags required by these Injunctive Terms have become too numerous or complex to be reasonably workable for pharmacists shall be submitted to the National Arbitration Panel. In the event a dispute is submitted to the National Arbitration Panel, it shall be Kroger's burden to prove that the Red Flag(s) at issue are overly burdensome and that their burdensome nature outweighs any public health benefit.

4. Kroger's CSCP Policies and Procedures shall direct its pharmacists to treat the following circumstances as "Patient Red Flags":
 - a. A Patient seeks to fill a Schedule II Designated Controlled Substance prescription more than three days prior to the contemplated exhaustion date of an earlier prescription of the same Schedule II Designated Controlled Substance (e.g., exhaustion of the days' supply assuming the prescription has been taken in accordance with the prescribers' directions on the face of the prescription), provided the previous prescription was also dispensed by the same Settling Pharmacy;
 - b. A Patient seeks to fill a Designated Controlled Substance prescription from a Prescriber after having filled Designated Controlled Substance prescriptions at the same Kroger pharmacy from more than four other Prescribers, from separate practices, in a given 6-month period;²
 - c. To the extent personally known by the dispensing pharmacist, Prescriber has been the subject of more than ten (10) documented refusals to fill a Designated Controlled Substances or any opioid product within a six-month period;
 - d. A Patient seeks to fill a Designated Controlled Substance prescription after having filled three other Designated Controlled Substance prescriptions written by multiple Prescribers with overlapping days of supply at Kroger's pharmacies within thirty (30) days;
 - e. The distance between a Patient's residence and the Kroger receiving the Designated Controlled Substance prescription is farther than 50 miles;
 - f. The Patient resides more than one hundred (100) miles from the Prescriber who issued the Designated Controlled Substances prescription, unless the dispensing pharmacist makes a good faith error in evaluating the distance, and the prescription was not issued pursuant to a telemedicine consultation;
 - g. To the extent personally known by the dispensing pharmacist, a Patient seeks to fill a Designated Controlled Substance prescription after having two other

² In Kroger's sole discretion, for administrative convenience Kroger may implement this Red Flag without regard to whether Prescribers are at separate practices, thereby resulting in more instances in which the flag occurs.

prescriptions for Designated Controlled Substances subjected to documented refusals to fill by a Kroger pharmacist within the past thirty (30) days;

- h. A patient pays in cash for a Designated Controlled Substance despite having current prescription drug insurance on file in the Settling Pharmacy's dispensing system for that medication;
 - i. To the extent personally known by any pharmacy personnel, three or more Patients come to the pharmacy together to fill prescriptions for the same Designated Controlled Substance medication;
 - j. A Patient requests a Designated Controlled Substance by its slang or street description, such as "Mallinckrodt blues," "M's" or "the blue pill"; and
 - k. A Patient presenting a prescription for a Designated Controlled Substance appears visibly altered, intoxicated, or incoherent.
- 5. Kroger's CSCP Policies and Procedures shall direct its pharmacists to treat the following circumstances as "Prescription Red Flags:"
 - a. A Controlled Substance prescription fails to meet the requirements of law. For the sake of clarity, minor deficiencies in the patient's name, address, date of birth, or contact information are not a red flag if the pharmacist, in his or her professional judgment and usual course of practice, is able to resolve these deficiencies with the patient. Similarly, minor deficiencies in the prescriber's name, address, contact information, or DEA number are not a red flag if the pharmacist is able to resolve these deficiencies with the prescriber;
 - b. A Controlled Substance prescription that appears altered, including but not limited to, a photocopied prescription or a prescription in which an altering agent, such as white out, was used;
 - c. A Controlled Substance prescription written with misspellings suggesting the prescription may not have been written by a valid Prescriber;
 - d. A Controlled Substance prescription using atypical abbreviations suggesting the prescription may not have been written by a valid Prescriber; and
 - e. A Controlled Substance prescription written with multiple colors of ink or in multiple different handwritings.
- 6. Kroger's CSCP Policies and Procedures shall direct its pharmacists to treat the following circumstances as "Prescriber Red Flags:"
 - a. A Prescriber provides a Patient with prescriptions for all three of a Schedule II Designated Controlled Substance, a benzodiazepine, and carisoprodol;

- b. A Prescriber has no office within fifty (50) miles of the retail pharmacy store where a Designated Controlled Substance prescription is submitted; and
- c. A Prescriber of Designated Controlled Substances uses prescriptions that are preprinted or stamped with drug type and amount.

X. PREScriBER REVIEW

- 1. Kroger shall regularly review the prescribing patterns and practices of Prescribers of Designated Controlled Substances (the “Prescriber Review Process”). The Prescriber Review Process shall employ algorithms, or other means, to review data on Kroger’s retail dispensing for potential Prescribers of concern.
- 2. Kroger shall initiate Prescriber Review Process in the following circumstances:
 - a. Personnel implementing the Prescriber Review Process become aware that a Prescriber of Designated Controlled Substances located in a Settling State has been the subject of a blanket refusal to fill by one or more of Kroger’s retail pharmacy stores in the Settling States;
 - b. Personnel implementing the Prescriber Review Process become aware that a Prescriber of Designated Controlled Substances located in a Settling State has been charged or indicted with a crime related to prescribing Designated Controlled Substances by the Federal Government or law enforcement in a Settling State; or
 - c. Kroger has received a Hotline complaint that has been investigated and substantiated concerning a Prescriber’s alleged illegitimate prescribing of Designated Controlled Substances.
- 3. Based on the professional judgment of the employees operating the Prescriber Review Process, Kroger may also initiate the Prescriber Review Process when:
 - a. Personnel implementing the Prescriber Review Process are notified in writing by law enforcement that a Prescriber of Designated Controlled Substances located in a Settling State is the target of an investigation regarding the prescribing of Controlled Substances;
 - b. A Prescriber of Designated Controlled Substances was flagged for review by a Kroger pharmacist in a Settling State (other than through a refusal to fill or blanket refusal to fill) or by field personnel who supervise Kroger’s pharmacies in a Settling State; or
 - c. A Prescriber of Designated Controlled Substances located in a Settling State was identified through the running of algorithms on Kroger’s retail dispensing.
- 4. Once Kroger identifies a Prescriber of Designated Controlled Substances for further investigation, Kroger shall review pertinent and available data or information

pertaining to the Prescriber, which may include interviews or other information gathered in the discretion of the employees operating the Prescriber Review Process. All data and information collected or created as part of the Prescriber Review Process shall be maintained by Kroger for a period outlined in appendix A. When permitted by law, nothing contained in this Section prevents Kroger from taking immediate action to Block a Prescriber.

5. If after the Prescriber Review Process, those making the decision have not resolved the circumstances that caused Kroger to further investigate the Prescriber, from the perspective of those making the decisions, then the Prescriber shall be Blocked from having Controlled Substance prescriptions filled at Kroger's retail pharmacies in the Settling States, when permitted by law. A Prescriber may have an opportunity at the discretion of Kroger to seek future reinstatement by providing information to Kroger that may resolve its concerns. Nothing in this Section shall limit the right or ability of Kroger pharmacists to either refuse to fill a given prescription or refuse to fill all prescriptions for Controlled Substances from a given Prescriber independent of any decision by Kroger to Block or not Block a given Prescriber. On written demand, on an annual basis, Kroger shall provide to each Settling State the names of and DEA registration or NPI numbers of Prescribers of Designated Controlled Substances within that Settling State that it has Blocked. Each Settling State shall provide contact information in order to receive such information. For each of the Settling States, on an annual basis, Kroger shall provide to the Injunctive Relief Committee the number, names and DEA registration or NPI numbers of Prescribers who were: (a) blocked, and (b) the number of prescribers who were reviewed but not blocked.

XI. PROACTIVE DUE DILIGENCE AND SITE VISITS

1. During the term of these Injunctive Terms, Kroger shall conduct periodic proactive compliance reviews of its retail pharmacy stores in the Settling States to assist with the identification of potential compliance issues related to the dispensing of Designated Controlled Substances at its retail pharmacy stores in the Settling States. This may be satisfied by the use of algorithms, or other electronic means, to analyze data associated with each pharmacy's dispensing of Designated Controlled Substances to identify particular pharmacies for review as required under this Section XI. Documentation of any resulting reviews shall be maintained by Kroger and made accessible to all Controlled Substance Compliance Department personnel upon request for a period outlined in appendix A.
2. During the term of these Injunctive Terms, Kroger personnel or qualified third-party compliance consultants shall conduct site visits to each pharmacy in XI.1. in a calendar year. These site visits shall at a minimum consist of a review of Controlled Substance dispensing documentation and recordkeeping; and a review of physical surroundings and other circumstances for any indications of potential non-compliance with these Injunctive Terms or the CSCP Policies and Procedures, or any violations of other applicable laws and regulations related to the dispensing of Controlled Substances.

3. During site visits, Kroger's personnel or qualified third-party compliance consultants shall interview relevant pharmacy employees, if appropriate, about any potential areas or issues of concern, including potential violations of laws related to the dispensing of Controlled Substances, the CSCP Policies and Procedures, and these Injunctive Terms.
4. Kroger's personnel or qualified third-party compliance consultants who conduct site visits shall complete a report reflecting the findings of any site visit pursuant to this section. This report shall document areas or issues of concern, including potential violations of law related to the dispensing of Controlled Substances, the CSCP Policies and Procedures, and these Injunctive Terms.
5. The site visit reports described above shall be maintained by Kroger and made accessible to all Controlled Substance Compliance Department personnel for a period outlined in appendix A. Upon its request, the States Injunctive Relief Committee shall be provided sample reports or a report for a particular store.

XII. THEFT AND LOSS PREVENTION

1. In addition to complying with all theft and loss procedures, policies and precautions required by state and federal law, Kroger shall maintain information regarding the receipt and disposition of inventory of all Designated Controlled Substances at each retail pharmacy store for a period outlined in appendix A, if the information is an electronic record. If the information is not an electronic record, Kroger shall only be required to maintain those records for a period outlined in appendix A.
2. In addition to any other reporting obligations under state and federal law, Kroger must provide to each Settling State on a quarterly basis any reports it has made to the DEA regarding the theft or significant loss of Designated Controlled Substances in that Settling State pursuant to 21 C.F.R. §1301.76(b). There shall be no obligation to provide these reports to Settling States that receive contemporaneous reporting of thefts or significant losses of Designated Controlled Substances to a Settling State's board of pharmacy or other relevant state agency requiring such reports. Each Settling State shall provide contact information in order to receive such reports.

XIII. REPORTING TO LAW ENFORCEMENT

1. The Settling States shall inform Kroger to what extent their law enforcement authorities would like to receive reports, other than those already required by law or regulation, of any confirmed forged prescriptions. To the extent not already in place, Kroger shall implement standard operating procedures directing its employees to report any confirmed forged prescriptions for Designated Controlled Substances to those Settling States who have indicated that they want to accept it, within five (5) business days of completing any review of such prescription or conduct. The Settling States shall provide contact information in order to receive such reports.

2. Kroger shall document and for a period outlined in appendix A maintain records of any such reports that are made to Settling States regarding confirmed fraudulent or forged prescriptions, which are maintained centrally.

XIV. ENFORCEMENT OF INJUNCTIVE TERMS

1. Notice of Potential Violations and Opportunity to Cure.
 - a. A “Potential Violation” occurs when the Settling State determines, after appropriate investigation and due diligence, that Kroger is not in substantial compliance with a material aspect of the Injunctive Terms. A Potential Violation may be for a single retail pharmacy. A violation of this Agreement is not presumed to occur when a pharmacist, pharmacist technician, or other field personnel who supervise pharmacists and/or pharmacist technicians employed by Kroger violates Kroger’s CSCP Policies and Procedures.
 - b. Potential Violation Discovered by Settling State.
 - i. In the event of a Potential Violation identified by a Settling State, the Settling State shall notify Kroger in writing (the “State’s Notice”).
 - ii. Within thirty (30) days of receipt of the State’s Notice, Kroger shall provide a written response to the Settling State. The response shall include Kroger’s position as to the act(s) of non-compliance, including, possibly, a statement setting forth why Kroger believes it is in substantial compliance with the relevant provision(s) or a statement explaining how the Potential Violation has been addressed.
 - iii. If the Settling State wishes to meet with Kroger, Kroger shall promptly make itself available for such a meeting.
 - c. If, after review of a written response and any meeting, the Settling State believes that a Potential Violation is ongoing or has not been substantially addressed, it will provide written notice to Kroger and work in conjunction with Kroger to devise, within thirty (30) days, a corrective action plan (“Corrective Action Plan”) to remedy such Potential Violation, including a reasonable period for implementation of such plan.
 - d. Within sixty (60) and one hundred twenty (120) days after implementing the Corrective Action Plan, Kroger will provide a written compliance update to the Settling State and make itself available to meet with the Settling State if requested. If after reviewing the compliance update and any meeting, the Settling State believes a Potential Violation remains ongoing or has not been substantially addressed, the Settling State may commence a 30-day mediation period. If mediation fails to resolve the dispute between the parties, the Settling State may take whatever action it deems necessary, including but not limited to bringing an action to enforce these Injunctive Terms, filing a new action (administrative or civil action) for violation of the Injunctive Terms as allowed

by state law, conducting further investigation, or attempting to negotiate an updated Corrective Action Plan with Kroger. But the Settling State may not seek to reinstate claims that have been released as part of the Settlement Agreement.

- e. If Kroger fails or refuses to provide a written response, to devise or implement a Corrective Action Plan or to provide a compliance update as required by subsections 1(b), 1(c) and/or 1(d), a Settling State may bring an action to enforce these Injunctive Terms, filing a new action (administrative or civil action) for violation of the Injunctive Terms as allowed by state law, conduct further investigation, or attempt to negotiate an updated Corrective Action Plan with Kroger. But the Settling State may not seek to reinstate claims that have been released as part of the Settlement Agreement.
 - f. If, after review of a written response and any meeting, pursuant to subsections 1b. or 1c., above, the Settling State concludes that a Potential Violation is not ongoing or has been substantially addressed, the Settling State will provide written notice of this conclusion to the Settling Pharmacy within thirty (30) days of reaching its conclusion.
2. Enforcement Action. Each Settling State agrees that prior to taking any court or administrative action, other than an action that the Settling State concludes is necessary to address an immediate threat to the health, safety, or welfare of the citizens of the Settling State, or that a public emergency requiring immediate action exists, it will follow the process outlined above. If the Settling State concludes that action is necessary to address an immediate threat to the health, safety, or welfare of the citizens of the Settling State or that a public emergency requiring immediate action exists, it will make best efforts to provide reasonable notice to a Settling Pharmacy prior to initiating any such action.

XV. COMPLIANCE CERTIFICATION

- 1. Kroger's Controlled Substance Compliance Director, or the most senior ranking member of the Controlled Substance Compliance Committee shall, after diligent inquiry, complete an annual compliance certification on behalf of Kroger as set out in Section XV(4).
- 2. The certification shall be filed annually for the duration of these Injunctive Terms with a Settling State's appropriate licensing and/or regulatory agency and its Attorney General.
- 3. The certification shall state:

“I understand the compliance requirements and responsibilities as they relate to [insert name of department], an area under my supervision. My job responsibilities include attempting to achieve compliance with regard to the [insert name of department] with all applicable statutory requirements, obligations of the Injunctive

Terms, and applicable policies, and I have taken steps to promote such compliance. To the best of my personal knowledge, the [insert name of department] is in compliance with the obligations of these Injunctive Terms. I understand that this certification is being provided to and relied upon by the State of [Settling State].”

4. If the Controlled Substance Compliance Director is unable to provide such a certification, the Controlled Substance Compliance Director shall provide a written explanation of the reasons why he or she is unable to provide the certification outlined above.

XVI. DATA SHARING

1. Kroger shall consent to the provision by its distributors of Kroger’s unblinded “867 Data” (data sent from the distributor to the manufacturer concerning the sale of its products to Kroger) to opioid manufacturers on any particular Designated Controlled Substances manufactured by them as soon as commercially reasonable and at no cost to the manufacturers, provided that, pursuant to a prior written agreement with Kroger, the opioid manufacturers agree (a) to ensure the confidentiality of the 867 Data, except as required by law; (b) to implement safeguards and procedures to limit access to and use of the 867 Data, except as required by law; (c) that the 867 Data shall be used solely for compliance purposes as part of their Suspicious Order Monitoring programs; and (d) that the 867 Data shall be shared only with specified personnel and shall not be shared with business or sales personnel.
2. To the extent that Kroger provides McKesson Corporation, Cardinal Health, Inc., or AmerisourceBergen Corporation (the “Settling Distributors”) with Pharmacy Customer Data (as defined in the Distributor Injunctive Terms) for use in their Controlled Substance Monitoring Programs, Kroger agrees that the Settling Distributor(s) may share such Pharmacy Customer Data with the Monitor appointed pursuant to the Distributor Injunctive Terms, provided that the Monitor agrees, pursuant to a prior written agreement with Kroger, (a) to ensure the confidentiality of the Pharmacy Customer Data; (b) to implement safeguards and procedures to limit access to and use of the Pharmacy Customer Data; (c) that the Pharmacy Customer Data is used solely for the purpose of ensuring the Settling Distributors’ compliance with the Distributor Injunctive Terms; and (d) that the Pharmacy Customer Data shall be shared only with specified personnel.

XVII. CLEARINGHOUSE

1. Kroger will confer with any Settling Distributor that distributes Designated Controlled Substances to its retail pharmacies and the States Injunctive Relief Committee for a period not to exceed six (6) months from the Injunctive Terms Implementation Date to determine: what additional deidentified information, if any, is needed from Kroger for a Settling Distributor to perform suspicious order monitoring; if additional deidentified information is needed, how the Settling Pharmacy shall provide it to a Settling Distributor; and what information provided by

Kroger to a Settling Distributor may be deposited by the Settling Distributor into the Clearinghouse. For the avoidance of doubt “deidentified” does not refer to Prescribers. If agreements are not reached, the matters in dispute shall be submitted to arbitration. Due to patient privacy and legal restrictions and other confidentiality and commercial concerns, in connection with any meet and confer described above, Kroger may not be compelled to provide individual patient-level or prescription-level data, de-identified or otherwise, to the Settling Distributors.

2. Kroger and Settling Distributors will also determine whether and in what amount each Settling Pharmacy will contribute to the cost of the operation of the Clearinghouse. When Kroger contributes to the costs of the Clearinghouse, Settling Pharmacy, Settling Distributors and all other participants in the Clearinghouse shall determine an equitable amount of Kroger’s contribution. If agreements are not reached, the matters in dispute shall be submitted to arbitration.
3. Any data provided by Kroger to a Settling Distributor and/or the Clearinghouse pursuant to these Injunctive Terms shall be treated in compliance with state and federal law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and all applicable state and federal privacy laws.
4. No Settling Distributor or other participant in the Clearinghouse shall receive from the Clearinghouse information specific to Kroger.

XVIII. FUTURE ACQUISITIONS

1. Kroger agrees to use reasonable best efforts to bring acquired pharmacies into compliance with these injunctive relief provisions in an expeditious manner. In the event that Kroger consummates its acquisition of Albertsons, then the parties shall discuss and agree within thirty (30) days of the transaction closing on a specific time period for bringing Albertsons into compliance with the terms of the injunctive relief provisions herein.

APPENDIX A: INJUNCTIVE RELIEF RECORD RETENTION SCHEDULE

Record Description	Record Retention Period	Controlling Injunctive Relief Provision
Injunctive Relief Records	At least three (3) years, unless otherwise specified below	I.4.d.
Telephone and Electronic Hotline Complaints and Investigation Documentation	Until November 15, 2032	IV.5.
Documentation and Records Related to Resolution of all Red Flags, Prescriptions Rejected Pursuant to Red Flags, and Reasons for Their Rejection	Until November 15, 2032	VIII.6.
Prescriber Review Process Data, Information, and Documentation	Until November 15, 2032	X.4.
Retail Pharmacy Compliance Review Documentation	Until November 15, 2032	XI.1.
Site Visit Review Documentation and Reports	Until November 15, 2032	XI.1-5.
Documentation Regarding the Inventory of Designated Controlled Substances	At least three (3) years, if the information is an electronic record; at least two (2) years, if the information is not an electronic record	XII.1.
Reports to Settling States Regarding Fraudulent or Forged Prescriptions	At least two (2) years	XIII.2.

Exhibit E

Payment No.	Date of Payment	Payment Amount
1	Within 30 days of reaching required participation thresholds	\$5,000,000
2	3/31/2025	\$5,000,000
3	3/31/2026	\$5,000,000
4	3/31/2027	\$5,000,000
5	3/31/2028	\$5,000,000
6	3/31/2029	\$9,695,020.13
7	3/31/2030	\$9,695,020.13
8	3/31/2031	\$9,695,020.13
9	3/31/2032	\$9,695,020.13
10	3/31/2033	\$9,695,020.13
11	3/31/2034	\$9,695,020.16
TOTAL		\$83,170,120.81

TO: City Council

FROM: R. Pennington, City Administrator

MEETING DATE: December 16, 2024

SUBJECT: Discussion and consideration of a proposed ordinance amending Sec. 6-99;
Failure to control dogs.

Agenda Item: A

Informational Summary

The council will continue discussions on policies aimed at promoting responsible pet ownership and reducing incidents involving aggressive animals. Topics will include leash laws, enforcement measures, and educational initiatives for pet owners and the public on animal behavior and safety. This discussion is crucial for balancing pet owners' rights with community safety concerns, and input from stakeholders will be sought to shape effective 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.

TO: City Council

FROM: R. Pennington, City Administrator

MEETING DATE: December 16, 2024

SUBJECT: Discussion and consideration of a proposed ordinance to regulate the operation of golf carts within the city limits; providing for definitions, registration requirements, operational restrictions, and penalties; and providing for an effective date.

Agenda Item: B

Informational Summary:

Golf carts, despite their seemingly harmless nature, can present significant safety risks when operated improperly. Incidents involving golf carts may result in injuries and, in some cases, fatalities, typically due to factors such as ejections, rollovers, collisions, or loss of control. As the use of golf carts becomes increasingly widespread in communities, campgrounds, and events, it is essential to recognize that they are vehicles requiring responsible operation rather than mere recreational toys.

In Texas, golf carts can be legally operated on public streets under certain conditions, including:

- Within master-planned communities with speed limits of 35 mph or less.
- On similar roads during daytime hours within a 5-mile radius of their parking location.
- For trips to and from golf courses.
- On any city street with a 35-mph speed limit or less, if authorized by city ordinance.

Local authorities can further regulate or prohibit golf cart use, allowing flexibility for local conditions. Hunters Creek requires golf cart operators to have a valid driver's license and be at least 21 years old.

Key Safety Considerations for Golf Carts:

- Road Use Limitations: Consider golf carts restricted to certain areas or types of roads to minimize risks to other vehicles and pedestrians.
- Safety Features: Consider mandating safety features like seatbelts, roll bars, and proper lighting can significantly reduce injury risks.

Attachments:

Golf Cart Safety Fact Sheet
City of Galveston Ordinance
City of Hunters Creek Ordinance

Golf Cart Safety Fact Sheet

Golf carts are an increasingly popular mode of transportation at large worksites and complexes. Employees use golf carts for delivering mail, tools, and supplies around the workplace, and for transporting individuals with disabilities. However, driving these low-speed vehicles (LSVs) around busy areas can present dangers.

With more workplaces using golf carts, accidents are on the rise. The Occupational Safety and Health Administration (OSHA) reports over 130 work-related incidents resulting in citations, injuries, and death associated with golf cart use.

The increased power and lack of safety regulations on golf carts are likely adding to rising rates of accidents. Most golf cart injuries happen when someone is thrown from the vehicle, involved in a rollover, or struck by a golf cart. Common injuries include concussions, fractures, respiratory complications, neck injuries, and spinal injuries. With these hazards in mind, there are steps a company can take to reduce the risks.

Golf cart safety statement

Write a safety statement, sign it, and place it in a location for all to see. Include policies to manage and maintain equipment, and ensure employees safely operate the carts. When management shows an interest in preventing accidents and providing a safe workplace, employees are more likely to do the same. A sample company safety statement may include:

"This company strives to maintain a safe workplace. Accident and injury prevention is an important part of our job. Safety is everyone's responsibility. We can achieve our safety goals with regular training, inspections, and maintenance. It is the policy of this company to protect our employees, equipment, facilities, and grounds. Employees operating golf carts must be trained in safe operations of the vehicles, authorized to drive the carts, and aware of others when driving any vehicle in the workplace."



Table 1. Primary causes of U.S. golf cart-related injuries

Cause of injury	Percentage of cases
Fell/jumped from cart	38.3
Struck/run over by cart	16.2
Collision with a vehicle or object	9.6
Cart overturned	8.9
Injury getting into or out of cart	4.9
Injury to protruding limb	3.2
Other/not specified	18.9

Operational rules

List rules for golf cart operations, including procedures specific to your company's needs. Here are some examples:

- Supervisor's approval is needed for employees to operate golf carts.
- Employees must receive training and approval before operating golf carts.
- Contract employees, trainees, and visitors may not operate golf carts.
- Golf cart use is limited to employees whose duties require walking significant distances, transporting specific passengers, or hauling specific equipment.
- Towing is limited to golf carts designated for hauling.
- Golf carts cannot cross public roads.

Table 2. Golf cart-related injuries treated in U.S. emergency departments (1990-2006*)

Description	Cases	Weighted estimate	Percentage
Age (years)			
Children (<16)	1169	46,117	31.2
Adults (≥16)	2243	101,578	68.8
Gender			
Male	2178	93,264	63.1
Female	1234	54,432	36.9
Diagnosis			
Soft Tissue Injury ^a	1553	70,523	47.7
Fracture	798	32,914	22.3
Laceration/amputation	494	22,926	15.8
Concussion	86	3,176	2.2
Internal Organ Injury	217	6,412	4.3
Other ^b	264	11,745	7.7
Body-part injured			
Head/neck ^c	856	33,262	22.5
Trunk ^d	539	24,624	16.7
Arm ^e	715	32,959	22.3
Leg ^f	1226	53,948	36.5
Other ^g	76	2,903	2.0
Disposition			
Treated/released	3052	135,278	91.6
Hospitalized ^h	340	11,544	7.8

*Am J Prev Med 2008;35(1)

^aIncludes sprain, strain, contusion, abrasion, hematoma

^bIncludes burns, crushing, dislocation, foreign body, dental injury, puncture, hemorrhage, electric shock, submersion, avulsion, not documented

^cIncludes head, neck, face, mouth, ear, eye

^dIncludes upper trunk, lower trunk, shoulder

^eIncludes upper arm, lower arm, elbow, wrist, hand, finger

^fIncludes upper leg, lower leg, knee, ankle, foot, toe

^gIncludes pubic region, injury to ≥20% of body, not documented

^hIncludes admitted, transferred, held <24 hours for observation

Operator training

To help prevent workplace accidents, train all employees who operate golf carts before vehicle use. Supervisors should oversee training and approval. Place the trainee's name, title, department, date of training, and supervisor's signature in the employee's file. Employees approved to drive golf carts should review golf cart safety procedures at hire and annually to reinforce expected behaviors. Any employee who sees unsafe driving must report the driver to management.

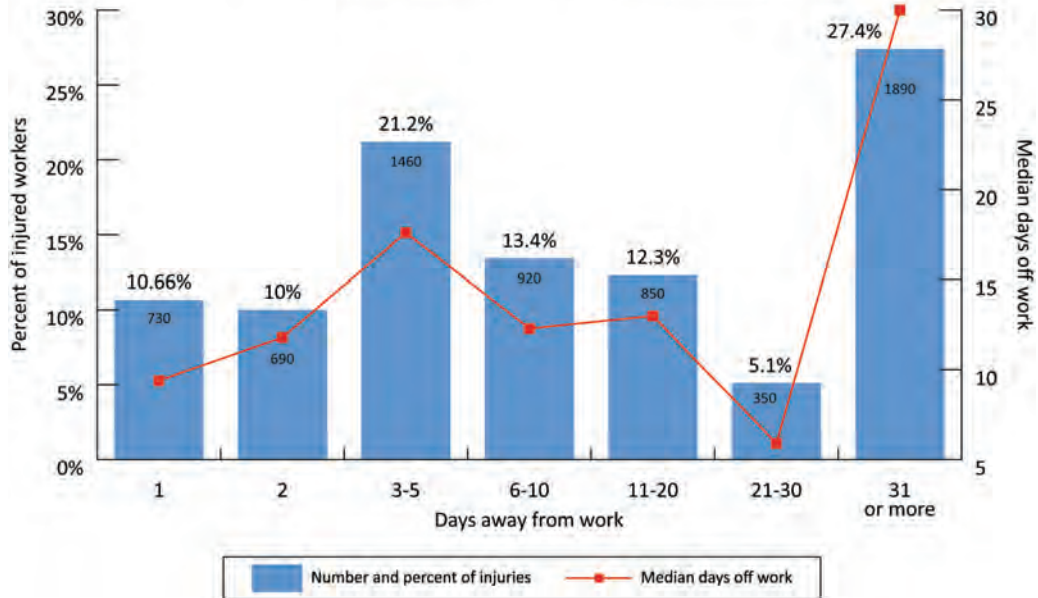
Safety procedures

Create safety procedures based on the area, the total weight of passengers or tow loads, maximum speeds allowed, weather conditions, and manufacturer's recommendations. Safety procedures may include:

- Keep legs, feet, and arms inside the golf cart.
- Drivers and passengers must remain seated while the vehicle is moving.

- Never reverse downhill.
- Use caution when driving over wet, muddy, steep, or uneven ground.
- Never operate a golf cart under the influence of alcohol or drugs.
- Place the golf cart control lever in neutral and remove the key when not in use.
- Lock the brake before exiting the golf cart.
- Limit the number of people in the golf cart to the amount recommended.
- Install seatbelts in golf carts and require driver and passenger use.
- Approach steep or uneven ground vertically to avoid tipping or sliding off a golf cart.
- Drive on sidewalks when transporting equipment to or from a worksite.

U.S. Golf Cart-Related Injuries (2011-2017)



- Yield to pedestrians. Pull off the sidewalk or stop when approaching pedestrians.
- Do not drive while distracted (eating, talking on cell phones, texting, wearing headphones of any type, reaching for objects, etc.).
- Reduce speed when taking sharp turns or entering doorways.
- Operate at speeds equal to a well-paced walk, no faster than 15 mph.
- Slow down and honk the horn at intersections.
- Use safety mirrors at intersections to ensure pedestrian safety.
- Never block emergency equipment, aisles, doorways, or intersections when parked.
- Store golf carts with a cable and lock.
- Report any accidents or damage to a supervisor immediately.

Regular inspections and maintenance

Golf carts must be inspected, maintained, and documented regularly to improve safety and reduce the risks of accidents. Before each use, operators should check for fluid leaks, correct tire inflation, and properly working brakes, steering, horn, and acceleration.

When recharging electric golf cart batteries, use approved chargers designed to shut off automatically when fully charged, and remember to disconnect battery charger cords before using the golf cart. In case of battery acid spills, pour baking soda on the acid before cleaning, and wash skin exposed to battery acid thoroughly. Never smoke or have an open flame near a battery charging station.

Conclusion

Worksites that allow golf cart use can help prevent cart-related injuries by requiring operator training, creating rules and safety procedures, inspecting vehicles often, and scheduling maintenance regularly. These steps are vital in the workplace to help prevent accidents.



Safety Violations Hotline

1-800-452-9595

safetyhotline@tdi.texas.gov

The Texas Department of Insurance,
Division of Workers' Compensation (DWC)
E-mail **resourcecenter@tdi.texas.gov**
or call 1-800-687-7080 for more information.



Review Questions

1. Supervisors are responsible for training employees on the safe operation of golf carts. True or False?
2. Golf carts always have the right-of-way. True or False?
3. How often should golf cart inspections happen?

Answers

1. True. Supervisors are responsible for ensuring operators complete golf cart training before driving the vehicle.
2. False. Pedestrians always have the right-of-way. If operated on a sidewalk, the cart operator must pull off the sidewalk or stop the golf cart when approaching pedestrians.
3. Inspect the golf cart before each use.



Disclaimer: Unless otherwise noted, this document was produced by the Texas Department of Insurance, Division of Workers' Compensation (DWC)-Workplace Safety using information from staff subject specialists, government entities, or other authoritative sources. Information contained in this fact sheet is considered accurate at the time of publication

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.

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: 61st Street from IH 45 to Seawall Blvd;
 - c. State Highway (SH); 87: Broadway Blvd from 59th Street to 6th Street, Seawall Blvd from 6th Street to Ferry Road and Ferry Road from Seawall Blvd to Ferry Landing;
 - d. Farm to Market Road (FM) 3005: Seawall Blvd west from 61st 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 59th 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) Operational headlamps; ☐
- (2) Operational tail lamps; ☐
- (3) Side reflectors; ☐
- (4) Operational parking brake;
- (5) Rearview 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) Seat 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

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)

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)