

**MAYOR**  
*Jim Pappas*

# CITY OF HUNTERS CREEK VILLAGE

**CITY COUNCIL**  
*Stuart Marks*  
*Fidel Sapien*  
*Ken Spalding*  
*Chip Cowell*  
*Jay Carlton*



**CITY ADMINISTRATOR**  
*Tom Fullen, CPM*

Notice is hereby given of regular meeting of the City Council of Hunters Creek Village, Texas, to be held on **Tuesday, December 8, 2020 at 6:00 p.m.** in the City Hall at #1 Hunters Creek Place, for the purpose of considering the following agenda items. Members of the public may attend the meeting in person or remotely by video or audio conference. The information for attending by video or audio conference is as follows:

## **VIDEO**

- 1) Enter the following web address:  
<https://zoom.us/j/94542659132?pwd=czZOc0Qyek53NUtDclZyR3hYNTJkZz09>
- 2) Enter the following Access Code or Meeting Number: **945 4265 9132**
- 3) Enter the following Attendee ID or Numeric Meeting Password **516518**.

## **AUDIO**

- 1) Call the following toll free number **+1 346 248 7799 US (Houston)**
- 2) Enter the following Access Code or Meeting Number: **945 4265 9132**.
- 3) Enter the following Attendee ID or Numeric Meeting Password **516518**.

Anyone wishing to address the city council during the meeting must notify the City Administrator, Tom Fullen, before the meeting begins by: 1) emailing him at [tfullen@cityofhunterscreek.com](mailto:tfullen@cityofhunterscreek.com) ; or 2) calling him at **713-465-2150**.

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- A. Call to order and the roll of elected and appointed officers will be taken.
- B. Pledge of Allegiance.
- C. PUBLIC COMMENTS *At this time, any person with city-related business may speak to the Council. In compliance with the Texas Open Meetings Act, if a member of the public comments or inquires about a subject that is not specifically identified on the agenda, a member of council or a staff member may only respond by giving a statement of specific factual information or by reciting existing policy. The City Council may not deliberate or vote on the matter.*
- D. REPORTS
1. City Treasurer Monthly Report [Pgs. 1-5](#)
  2. Police Commissioner Monthly Report [Pgs. 6-17](#)
  3. Fire Commissioner Monthly Report [Pg. 18](#)
  4. Building Official Monthly Report [Pgs. 19-28](#)
  5. City Engineer and Public Works Report [Pg. 29](#)
  6. City Administrator Report [Pgs. 30-32](#)
  7. Mayor and Council Reports and Comments [Pgs. 33-36](#)
    - Entry Beautification Project
- E. CONSENT AGENDA *The following items are considered routine by the City Council and will be enacted by one motion. There will not be a separate discussion on these items unless a Councilmember requests, in which event, the item will be removed from the general order of business and considered in its normal sequence on the agenda.*
1. Approval of the Minutes of the Regular Meeting on October 27, 2020. [Pgs. 37-39](#)
  2. Approval of the Minutes of the Special Meeting on November 19, 2020. [Pgs. 40-41](#)
  3. Approval of the Cash Disbursement Journals for October and November, 2020. [Pgs. 42-46](#)
- F. REGULAR AGENDA
1. Discussion and possible action to approve a contract with Century Concrete Construction, Inc., in the amount of \$15,025.00, to repair a sidewalk at Memorial and Beinhorn. [Pgs. 47-48](#)
  2. Discussion and possible action to approve a standard form agreement to be used by the City to govern the installation and maintenance of network nodes in public rights-of-way within the City (“Network Node Deployment Agreement”). [Pg. 49](#)
  3. Discussion and possible action to approve a Network Node Deployment Agreement (which includes a list of proposed node locations) with Verizon Wireless. [Pgs. 50-61](#)

4. Discussion and possible action to approve a Network Node Deployment Agreement (which includes a list of proposed node locations) with ExteNet Systems. [Pgs. 62-73](#)
  5. Discussion and possible action to amend the 2021 budget to include \$685,000 in the Facility Fund for the renovations of the Memorial Villages Fire Department, with the proviso that it will not increase the Cities' assessment but will be funded to the extent necessary by transfer of ambulance billing funds, currently held by the Department or collected in the future. [Pgs. 74-75](#)
- G. EXECUTIVE SESSION It is anticipated that all, or a portion of the discussion of the following items, if any, will be conducted in closed executive session under authority of the Texas Open Meetings Act. However, no action will be taken on these items until the City Council reconvenes in open session.
- The City Council may convene a public meeting and then recess into closed executive session, to discuss any of the items listed on this agenda, if necessary, and if authorized under chapter 551 of the Texas Government Code. Situations in which a closed executive session may be authorized by law include, without limitation; (1) consulting with the Council's attorney to seek or receive legal advice concerning pending or contemplated litigation, a settlement offer, or any other matter in which the ethical duty of the attorney to the Council clearly conflicts with the general requirement that all meetings be open, § 551.071; (2) discussing the purchase, exchange, lease, or value of real property, § 551.072; (3) discussing a prospective gift or donation, § 551.073; (4) discussing certain personnel matters, § 551.074; and (5) discussing security personnel or devices, § 551.076.
- a. Deliberations concerning dividing the duties of the office of the City Secretary. (§ 551.074 Personnel Matters).
- H. RECONVENE into Open Session and consider action, if any, on items discussed during Executive Session.
- I. ADJOURNMENT

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#### CERTIFICATION

I, the undersigned authority, does hereby certify that this Notice of a Meeting was posted on the bulletin board at City Hall, #1 Hunters Creek Place, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time: December 4, 2020 at 12:30 a.m. and remained so posted continuously for at least 72 hours before said meeting was convened.

                  /s/                                    
Tom Fullen, City Administrator  
Acting City Secretary

The City Hall is wheelchair accessible and accessible parking spaces are available. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Administrator's Office at 713.465.2150, by fax at 713.465.8357, or by email at [tfullen@cityofhunterscreek.com](mailto:tfullen@cityofhunterscreek.com). Requests should be made at least 48 hours prior to the meeting. This agenda is posted on the city's web site at <http://cityofhunterscreek.com>





		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 100 - GENERAL GOVERNMENT (01)</b>							
<b>Revenue</b>							
<a href="#">100-00-41000</a>	CURRENT AD VALOREM TAXES	5,791,835.00	5,791,835.00	0.00	5,718,867.37	-72,967.63	1.26 %
<a href="#">100-00-41005</a>	PREVIOUS AD VALOREM TAXES	15,000.00	15,000.00	0.00	3,365.54	-11,634.46	77.56 %
<a href="#">100-00-41010</a>	FRANCHISE TAXES	350,000.00	350,000.00	20,377.72	341,895.40	-8,104.60	2.32 %
<a href="#">100-00-41015</a>	SALES TAXES	450,000.00	450,000.00	0.00	452,351.22	2,351.22	100.52 %
<a href="#">100-00-41020</a>	MIXED DRINK TAX	20,000.00	20,000.00	0.00	19,831.41	-168.59	0.84 %
<a href="#">100-00-41040</a>	PENALTIES/INTEREST	15,000.00	15,000.00	0.00	19,197.86	4,197.86	127.99 %
<a href="#">100-00-42035</a>	BUILDING PERMITS	225,000.00	225,000.00	11,975.60	402,977.39	177,977.39	179.10 %
<a href="#">100-00-42044</a>	CREDIT CARD PROCESSING FEE	2,400.00	2,400.00	157.68	2,115.90	-284.10	11.84 %
<a href="#">100-00-43057</a>	CHILD SAFETY FEES	5,400.00	5,400.00	0.00	4,105.50	-1,294.50	23.97 %
<a href="#">100-00-43070</a>	METRO RECEIPTS	225,000.00	225,000.00	0.00	226,175.63	1,175.63	100.52 %
<a href="#">100-00-44025</a>	TRAFFIC FINES	175,000.00	175,000.00	2,827.06	72,458.00	-102,542.00	58.60 %
<a href="#">100-00-44027</a>	COURT TECHNOLOGY FUND	3,500.00	3,500.00	47.08	1,381.52	-2,118.48	60.53 %
<a href="#">100-00-44028</a>	COURT SECURITY FUND	2,500.00	2,500.00	48.56	1,232.73	-1,267.27	50.69 %
<a href="#">100-00-46030</a>	INTEREST INCOME	100,000.00	100,000.00	0.00	36,033.57	-63,966.43	63.97 %
<a href="#">100-00-48040</a>	BURGLAR ALARM PERMITS	0.00	0.00	0.00	18,811.28	18,811.28	0.00 %
<a href="#">100-00-48045</a>	SUBD ST. LIGHTS	31,000.00	31,000.00	0.00	35,478.23	4,478.23	114.45 %
<a href="#">100-00-48055</a>	OTHER INCOME	15,000.00	15,000.00	330.00	17,080.62	2,080.62	113.87 %
	<b>Revenue Total:</b>	<b>7,426,635.00</b>	<b>7,426,635.00</b>	<b>35,763.70</b>	<b>7,373,359.17</b>	<b>-53,275.83</b>	<b>0.72 %</b>
<b>Expense</b>							
<a href="#">100-01-71000</a>	SALARIES & WAGES	598,250.00	598,250.00	40,610.68	547,170.88	51,079.12	8.54 %
<a href="#">100-01-71001</a>	LONGEVITY	5,376.00	5,376.00	0.00	0.00	5,376.00	100.00 %
<a href="#">100-01-71025</a>	TMRS	104,754.00	104,754.00	7,194.11	96,777.17	7,976.83	7.61 %
<a href="#">100-01-71030</a>	PAYROLL TAXES	47,704.00	47,704.00	2,284.28	42,373.34	5,330.66	11.17 %
<a href="#">100-01-71105</a>	INSURANCE BENEFITS	119,692.00	119,692.00	9,139.97	98,964.85	20,727.15	17.32 %
<a href="#">100-01-71107</a>	HRA	4,000.00	4,000.00	0.00	1,150.00	2,850.00	71.25 %
<a href="#">100-01-72045</a>	NOTICES & MAILING	15,000.00	15,000.00	0.00	3,115.49	11,884.51	79.23 %
<a href="#">100-01-72055</a>	OFFICE SUPPLIES & PRINTING	8,500.00	8,500.00	96.75	6,021.33	2,478.67	29.16 %
<a href="#">100-01-72060</a>	TELEPHONE	16,500.00	16,500.00	1,302.18	13,366.73	3,133.27	18.99 %
<a href="#">100-01-72061</a>	TRAVEL & TRAINING	10,000.00	10,000.00	0.00	4,139.37	5,860.63	58.61 %
<a href="#">100-01-72062</a>	TUITION REIMBURSEMENT	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">100-01-72063</a>	CERTIFICATION/LICENSE/EDUCATION	10,200.00	10,200.00	475.00	5,675.00	4,525.00	44.36 %
<a href="#">100-01-72065</a>	MACHINE RENTAL MAINTENANCE	1,800.00	1,800.00	0.00	738.63	1,061.37	58.97 %
<a href="#">100-01-72090</a>	MEMBERSHIPS & SUBSCRIPTIONS	3,500.00	3,500.00	115.00	3,701.73	-201.73	-5.76 %
<a href="#">100-01-72108</a>	GEN LIABILITY/PROP/WC INS	19,500.00	19,500.00	0.00	15,657.86	3,842.14	19.70 %
<a href="#">100-01-72109</a>	SURETY BONDS	250.00	250.00	0.00	0.00	250.00	100.00 %
<a href="#">100-01-72110</a>	ELECTIONS	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
<a href="#">100-01-72111</a>	RECORDS MANAGEMENT	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">100-01-72112</a>	CODIFICATIONS	2,500.00	2,500.00	0.00	2,201.00	299.00	11.96 %
<a href="#">100-01-75040</a>	OFFICE EQUIPMENT	5,000.00	5,000.00	0.00	1,483.63	3,516.37	70.33 %
<a href="#">100-01-76010</a>	COMPUTER SOFTWARE SERVICES	12,500.00	12,500.00	0.00	13,197.26	-697.26	-5.58 %
<a href="#">100-01-78056</a>	BANK FEES	1,200.00	1,200.00	0.00	1,351.04	-151.04	-12.59 %
<a href="#">100-01-78115</a>	PUBLIC RELATIONS	23,000.00	23,000.00	0.00	4,417.52	18,582.48	80.79 %
<a href="#">100-02-72042</a>	CONSULTING SERVICES	25,000.00	25,000.00	442.50	14,515.91	10,484.09	41.94 %
<a href="#">100-02-72085</a>	TAX COLLECTOR/ASSESSOR	45,000.00	45,000.00	0.00	51,141.00	-6,141.00	-13.65 %
<a href="#">100-02-72120</a>	AUDITOR	15,000.00	15,000.00	0.00	16,230.00	-1,230.00	-8.20 %
<a href="#">100-02-72300</a>	LITIGATION	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
<a href="#">100-02-72310</a>	CITY ATTORNEY	75,000.00	75,000.00	0.00	33,830.00	41,170.00	54.89 %
<a href="#">100-02-72502</a>	CITY ENGINEER	75,000.00	75,000.00	7,434.52	41,411.07	33,588.93	44.79 %
<a href="#">100-02-78504</a>	TCEQ PHIII STORMWATER PERMIT	7,500.00	7,500.00	0.00	2,414.51	5,085.49	67.81 %
<a href="#">100-03-72001</a>	VILLAGE FIRE DEPARTMENT	1,785,667.00	1,785,667.00	148,805.59	1,711,264.28	74,402.72	4.17 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-03-72005</a>	MEMORIAL VILLAGES POLICE DEPT.	1,949,987.00	1,949,987.00	162,498.00	1,865,396.00	84,591.00	4.34 %
<a href="#">100-04-72015</a>	GARBAGE SERVICE	635,000.00	635,000.00	0.00	375,553.89	259,446.11	40.86 %
<a href="#">100-04-72021</a>	STREET LIGHTS-CITY	60,000.00	60,000.00	3,540.60	44,341.98	15,658.02	26.10 %
<a href="#">100-04-72057</a>	OFFICE SUPP/PRINTING - PW	2,000.00	2,000.00	0.00	254.80	1,745.20	87.26 %
<a href="#">100-04-72062</a>	TRAVEL/TRAINING - PW	8,500.00	8,500.00	0.00	150.00	8,350.00	98.24 %
<a href="#">100-04-72070</a>	MOSQUITO FOGGING CONTRACT	12,500.00	12,500.00	1,020.00	8,925.00	3,575.00	28.60 %
<a href="#">100-04-72091</a>	MEMBERSHIPS/SUBS PW	1,000.00	1,000.00	0.00	125.00	875.00	87.50 %
<a href="#">100-04-72205</a>	UNIFORMS-PW	3,500.00	3,500.00	253.30	2,361.26	1,138.74	32.54 %
<a href="#">100-04-72500</a>	PW-BUILDING INSPECTIONS	60,000.00	60,000.00	4,120.00	45,240.00	14,760.00	24.60 %
<a href="#">100-04-72520</a>	TRUCK MAINTENANCE	15,000.00	15,000.00	1,076.20	6,616.50	8,383.50	55.89 %
<a href="#">100-04-72530</a>	TRAFFIC LIGHT MAINTENANCE	3,500.00	3,500.00	0.00	1,832.50	1,667.50	47.64 %
<a href="#">100-04-72540</a>	MOWING CONTRACT	50,000.00	50,000.00	3,178.00	51,165.00	-1,165.00	-2.33 %
<a href="#">100-04-72541</a>	CONTRACT LABOR	35,000.00	35,000.00	0.00	2,575.00	32,425.00	92.64 %
<a href="#">100-04-72560</a>	LANDSCAPING	30,000.00	30,000.00	3,993.20	16,288.81	13,711.19	45.70 %
<a href="#">100-04-75510</a>	RENTAL/PURCHASE EQUIPMENT	15,000.00	15,000.00	0.00	3,850.01	11,149.99	74.33 %
<a href="#">100-04-75550</a>	TRAFFIC SIGNS	3,000.00	3,000.00	0.00	2,036.60	963.40	32.11 %
<a href="#">100-04-76500</a>	STREET & DRAINAGE MAINTENANCE	100,000.00	100,000.00	9,676.11	94,257.09	5,742.91	5.74 %
<a href="#">100-04-78050</a>	BUILDING MAINTENANCE	30,000.00	30,000.00	1,737.07	11,916.61	18,083.39	60.28 %
<a href="#">100-04-78051</a>	JANITORIAL SERVICE BLDG MAINTEN...	9,000.00	9,000.00	795.86	8,754.46	245.54	2.73 %
<a href="#">100-04-78063</a>	STORM DISASTER FUND	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00 %
<a href="#">100-04-78540</a>	URBAN FORESTER	15,000.00	15,000.00	0.00	6,230.00	8,770.00	58.47 %
<a href="#">100-04-78544</a>	CREDIT CARD PROCESSING FEES	3,000.00	3,000.00	0.00	2,423.44	576.56	19.22 %
<a href="#">100-05-73000</a>	JUDGES & PROSECUTORS	45,000.00	45,000.00	328.00	9,677.25	35,322.75	78.50 %
<a href="#">100-05-73020</a>	JURY DUTY FEES	300.00	300.00	0.00	0.00	300.00	100.00 %
<a href="#">100-05-73025</a>	WARRANTS ISSUED	500.00	500.00	170.40	3,160.55	-2,660.55	-532.11 %
<a href="#">100-05-73030</a>	COURT SUPPLIES & PRINTING	2,500.00	2,500.00	0.00	1,047.35	1,452.65	58.11 %
<a href="#">100-05-73031</a>	COURT TECHNOLOGY	1,500.00	1,500.00	0.00	539.00	961.00	64.07 %
<a href="#">100-05-73032</a>	COURT SECURITY	1,800.00	1,800.00	0.00	1,019.55	780.45	43.36 %
<a href="#">100-05-73034</a>	COURT MEMBERSHIPS & SUBSCRIPTI...	500.00	500.00	0.00	55.00	445.00	89.00 %
<a href="#">100-05-73035</a>	COURT-TRAVEL & TRAINING	1,500.00	1,500.00	0.00	310.00	1,190.00	79.33 %
<a href="#">100-05-73044</a>	CREDIT CARD FEES	3,000.00	3,000.00	0.00	1,062.61	1,937.39	64.58 %
<a href="#">100-05-73045</a>	COURT TAX PD TO STATE	70,000.00	70,000.00	0.00	21,429.64	48,570.36	69.39 %
<a href="#">100-06-75041</a>	COMPUTER EQUIP. & SOFTWARE	9,000.00	9,000.00	8,569.80	16,234.18	-7,234.18	-80.38 %
<a href="#">100-06-78064</a>	CAPITAL RESERVE	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00 %
	<b>Expense Total:</b>	<b>6,747,980.00</b>	<b>6,747,980.00</b>	<b>418,857.12</b>	<b>5,337,138.68</b>	<b>1,410,841.32</b>	<b>20.91 %</b>
	<b>Fund: 100 - GENERAL GOVERNMENT (01) Surplus (Deficit):</b>	<b>678,655.00</b>	<b>678,655.00</b>	<b>-383,093.42</b>	<b>2,036,220.49</b>	<b>1,357,565.49</b>	<b>-200.04 %</b>
	<b>Fund: 200 - CAPITAL IMPROVEMENTS (02)</b>						
	<b>Expense</b>						
<a href="#">200-01-75038</a>	STREET AND MAINTANANCE - RECUR...	500,000.00	500,000.00	4,800.00	76,919.36	423,080.64	84.62 %
<a href="#">200-01-75042</a>	CIP ENG. & DESIGN	100,000.00	100,000.00	0.00	50,396.90	49,603.10	49.60 %
<a href="#">200-01-75050</a>	REFORESTATION	20,000.00	20,000.00	0.00	4,945.00	15,055.00	75.28 %
<a href="#">200-01-75051</a>	I-10 NOISE ABATEMENT	46,800.00	46,800.00	0.00	46,800.00	0.00	0.00 %
<a href="#">200-01-75053</a>	OUTFALL REPAIRS	350,000.00	350,000.00	0.00	257,862.93	92,137.07	26.32 %
<a href="#">200-01-75056</a>	TRAFFIC LIGHT MAST ARMS	275,000.00	410,000.00	12,134.70	27,848.78	382,151.22	93.21 %
<a href="#">200-01-75059</a>	CCTV	0.00	0.00	0.00	21,625.39	-21,625.39	0.00 %
<a href="#">200-01-75060</a>	SIDEWALK REPLACEMENT	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
<a href="#">200-01-75064</a>	STREET REPLACEMENT-BEINHORN W...	2,000,000.00	2,000,000.00	0.00	33,500.00	1,966,500.00	98.33 %
	<b>Expense Total:</b>	<b>3,341,800.00</b>	<b>3,476,800.00</b>	<b>16,934.70</b>	<b>519,898.36</b>	<b>2,956,901.64</b>	<b>85.05 %</b>
	<b>Fund: 200 - CAPITAL IMPROVEMENTS (02) Total:</b>	<b>3,341,800.00</b>	<b>3,476,800.00</b>	<b>16,934.70</b>	<b>519,898.36</b>	<b>2,956,901.64</b>	<b>85.05 %</b>
	<b>Report Surplus (Deficit):</b>	<b>-2,663,145.00</b>	<b>-2,798,145.00</b>	<b>-400,028.12</b>	<b>1,516,322.13</b>	<b>4,314,467.13</b>	<b>154.19 %</b>

**Group Summary**

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 100 - GENERAL GOVERNMENT (01)</b>						
Revenue	7,426,635.00	7,426,635.00	35,763.70	7,373,359.17	-53,275.83	0.72 %
Expense	6,747,980.00	6,747,980.00	418,857.12	5,337,138.68	1,410,841.32	20.91 %
<b>Fund: 100 - GENERAL GOVERNMENT (01) Surplus (Deficit):</b>	<b>678,655.00</b>	<b>678,655.00</b>	<b>-383,093.42</b>	<b>2,036,220.49</b>	<b>1,357,565.49</b>	<b>-200.04 %</b>
<b>Fund: 200 - CAPITAL IMPROVEMENTS (02)</b>						
Expense	3,341,800.00	3,476,800.00	16,934.70	519,898.36	2,956,901.64	85.05 %
<b>Fund: 200 - CAPITAL IMPROVEMENTS (02) Total:</b>	<b>3,341,800.00</b>	<b>3,476,800.00</b>	<b>16,934.70</b>	<b>519,898.36</b>	<b>2,956,901.64</b>	<b>85.05 %</b>
<b>Report Surplus (Deficit):</b>	<b>-2,663,145.00</b>	<b>-2,798,145.00</b>	<b>-400,028.12</b>	<b>1,516,322.13</b>	<b>4,314,467.13</b>	<b>154.19 %</b>

**Fund Summary**

<b>Fund</b>	<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>Period Activity</b>	<b>Fiscal Activity</b>	<b>Variance Favorable (Unfavorable)</b>
100 - GENERAL GOVERNMENT (01)	678,655.00	678,655.00	-383,093.42	2,036,220.49	1,357,565.49
200 - CAPITAL IMPROVEMENTS (02)	-3,341,800.00	-3,476,800.00	-16,934.70	-519,898.36	2,956,901.64
<b>Report Surplus (Deficit):</b>	<b>-2,663,145.00</b>	<b>-2,798,145.00</b>	<b>-400,028.12</b>	<b>1,516,322.13</b>	<b>4,314,467.13</b>

**City of Hunters Creek Village  
Monthly Tax Office Report  
November 30, 2020**

Prepared by: Tiffany D. Morawiec, Tax Assessor/Collector

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A. Current Taxable Value \$ 3,052,920,586

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

	Current 2020 Tax Year	Delinquent 2019 & Prior Tax Years	Total
Original Levy 0.194082	\$ 5,298,670.29	\$ 5,582,553.54	\$ 10,881,223.83
Carryover Balance	-	113,527.23	113,527.23
Adjustments	550,191.76	193,350.15	743,541.91
Adjusted Levy	5,848,862.05	5,889,430.92	11,738,292.97
Less Collections Y-T-D	642,192.99	5,717,766.29	6,359,959.28
Receivable Balance	<u>\$ 5,206,669.06</u>	<u>\$ 171,664.63</u>	<u>\$ 5,378,333.69</u>

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C. COLLECTION RECAP:

Current Month:	Current 2020 Tax Year	Delinquent 2019 & Prior Tax Years	Total
Base Tax	\$ 524,809.90	\$ (699.79)	\$ 524,110.11
Penalty & Interest	-	34.81	34.81
Attorney Fees	-	43.65	43.65
Other Fees	-	-	-
Total Collections	<u>\$ 524,809.90</u>	<u>\$ (621.33)</u>	<u>\$ 524,188.57</u>

Year-To-Date:	Current 2020 Tax Year	Delinquent 2019 & Prior Tax Years	Total
Base Tax:	\$ 642,192.99	\$ 5,717,757.79	\$ 6,359,950.78
Penalty & Interest	-	21,577.01	21,577.01
Attorney Fees	-	3,254.16	3,254.16
Other Fees	-	1,435.91	1,435.91
Total Collections	<u>\$ 642,192.99</u>	<u>\$ 5,744,024.87</u>	<u>\$ 6,386,217.86</u>

Percent of Adjusted Levy	<u>10.98%</u>	<u>109.19%</u>
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## 2020 Municipal Court Recap

Month	Year2018					Year2019					Year2020				
	Total Cases Filed	Citations vs Warnings	Revenues*	Retained by City	Remitted to State	Total Cases Filed	Citations vs Warnings	Revenues*	Retained by City	Remitted to State	Total Cases Filed	Citations vs Warnings	Revenues*	Retained by City	Remitted to State
Jan.	293	175C/118W	\$11,840	\$8,015	\$3,825	330	129C/201W	\$18,026	\$11,473	\$6,553	255	105C/150W	\$12,104	\$7,689	\$4,415
Feb.	217	139C/78W	\$18,126	\$11,039	\$7,087	258	90C/168W	\$14,856	\$9,823	\$5,033	264	116C/148W	\$14,774	\$9,785	\$4,989
March	192	121C/71W	\$21,690	\$13,734	\$7,956	272	122C/150W	\$22,911	\$16,008	\$6,903	38	18C/20W	\$11,245	\$7,858	\$3,387
April	143	88C/55W	\$18,129	\$11,786	\$6,343	266	113C/153W	\$15,747	\$10,757	\$4,990	4	4C/0W	\$6,487	\$4,903	\$1,583
May	140	67C/73W	\$12,873	\$8,001	\$4,872	298	144C/154W	\$17,311	\$11,650	\$5,661	40	21C/19W	\$10,157	\$7,871	\$2,286
June	124	63C/61W	\$13,245	\$8,449	\$4,796	270	148C/122W	\$20,249	\$13,885	\$6,364	33	19C/14W	\$5,720	\$4,219	\$1,501
July	129	71C/58W	\$11,197	\$7,272	\$3,925	193	109C/84W	\$21,863	\$13,900	\$7,963	11	8C/3W	\$4,710	\$3,420	\$1,290
Aug.	137	63C/74W	\$13,041	\$8,599	\$4,442	277	122C/156W	\$18,752	\$12,154	\$6,598	12	8C/4W	\$4,790	\$3,644	\$1,145
Sept.	288	146C/142W	\$11,484	\$7,458	\$4,026	247	111C/136W	\$17,869	\$12,627	\$5,242	28	18C/10W	\$3,597	\$2,715	\$882
Oct.	273	132C/141W	\$20,200	\$12,215	\$7,985	211	97C/114W	\$17,680	\$11,762	\$5,918	59	33C/26W	\$3,677	\$2,787	\$890
<b>Nov.</b>	<b>319</b>	<b>146C/173W</b>	<b>\$20,600</b>	<b>\$13,133</b>	<b>\$7,467</b>	<b>239</b>	<b>104C/135W</b>	<b>\$15,556</b>	<b>\$10,226</b>	<b>\$5,330</b>	<b>79</b>	<b>56C/23W</b>	<b>\$3,072</b>	<b>\$2,154</b>	<b>\$918</b>
Dec.	241	99C/142W	\$30,790	\$20,308	\$10,482	180	71C/109W	\$20,823	\$14,825	\$5,998					
<b>TOTAL</b>	<b>2496</b>	<b>1,310C/1186</b>	<b>\$203,215</b>	<b>\$130,009</b>	<b>\$73,117</b>	<b>3041</b>	<b>1360C/1568</b>	<b>\$221,643</b>	<b>\$149,089</b>	<b>\$72,554</b>	<b>823</b>	<b>406C/417W</b>	<b>\$80,331</b>	<b>\$57,045</b>	<b>\$23,286</b>

Monthly Avg	208	109C/989W	\$16,934.58	\$10,834.06	\$6,093.06	253.4	107C/121W	\$18,470.27	\$12,424.08	\$6,046.20	68.58	33C/34W	\$6,694.24	\$4,753.78	\$1,940.52
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\*REVENUES INCLUDES BONDS THAT HAVE BEEN APPLIED



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

*Raymond Schultz*  
*Chief of Police*

November 9, 2020

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

During the month of October, MVPD responded/handled a total of 6,825 calls/incidents. 5,773 House watch checks were conducted. 189 traffic stops were initiated with 181 citations being issued for 348 violations. (Note: 17 Assists in Hedwig, 75 in Houston, 8 in Spring Valley and 0 in Hillshire)

*Calls/Events by Village were:*

<u>Village</u>	<u>Calls/YTD</u>	<u>House Watches/YTD</u>	<u>Accidents</u>	<u>Citations</u>	<u>Response Time</u>
Bunker Hill:	2133/29930	1884/26855	0	26	2@2:57
Piney Point:	1795/22696	1490/19585	1	97	3@4:42
Hunters Creek:	2781/31012	2399/27189	4	58	4@3:35 9@3:49

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

<u>Call Type</u>	<u>#</u>	<u>Call Type</u>	<u>#</u>	<u>Citations</u>	<u>#</u>
False Alarms:	146	Ord. Violations:	17	Speeding:	55
Accidents:	5	Information:	50	Exp. Registration:	43
ALPR Hits:	147	Suspicious Situations:	125	No Ins:	38
Assist Fire:	37	Welfare Checks:	8	Equipment	52
Assist EMS:	35			Red Light	6

*This month the department generated a total of 80 police reports.*

Crimes Against of Persons (1)

Assault (DV) 1

Crimes Against Property (43)

Burglary of a Motor Vehicle	3	Credit Card Abuse	1
Burglary of a Habitation	2	Theft Misd.	4
Fraud/ID	30	Forgery	3

Petty/Quality of Life Crimes/Events (36)

ALPR Hits (valid)	5	Misc. Reports	29
Poss. of a Controlled Sub/Para.	2		

Arrest Summary: Individuals Arrested (11)

Warrants	6	Felony	1
Class 3 Arrests	4		

<u>Budget YTD:</u>	<u>Expense</u>	<u>Budget</u>	<u>%</u>
• Personnel Expense:	3,876,014	4,815,125	80.5%
• Operating Expense:	733,739	896,837	81%
• Total M&O Expenditures:	4,609,753	5,711,962	80.7%
• Capital Expenses:	115,517	138,000	84%
• Net Expenses:	4,725,270	5,849,962	81%

Follow-up on Previous Month Items/Requests from Commission

- Created first draft of IT RFP for review.
- Annual vehicle expense review and summary were completed.

Personnel Changes/Issues/Updates

- Officer Schanmier remains on sick leave due to a broken foot.
- Officer Miller continues to support patrol efforts 4 days a week while D.A.R.E. remains as a virtual class for SBISD students.

Major/Significant Events

- During the month of October, we saw a significant increase in the number of fraud and identity theft cases. Specifically, in the number of fraudulent claims for unemployment benefits being filed with the Texas Workforce Commission and for fraudulent applications for loans with the Small Business Administration. CID detectives have established a working relationship with the TWC and are coordinating efforts on the mounting number of cases.
- This month the department recovered our 50<sup>th</sup> stolen vehicle of the year from an ALPR hit at the US Coins ALPR Camera and reached our \$1,000,000 in 2020 recovered value of stolen vehicles with a hit on one of our Voss ALPR cameras. Ironically, both vehicles were 2018 Jeep Renegades which are some of the top Houston stolen vehicles for 2019/2020.
- On October 14<sup>th</sup> we had 3 crimes occur within a 90-minute timeframe. All 3 property crimes were committed by the same individuals and occurred in the Voss corridor. MVPD was able to develop a lead in the crimes by utilizing the ALPR system. Through investigation we linked our cases to others that have occurred in Houston and the Constables area of responsibility. The suspects are part of crime ring of gypsies from north Harris County. Detectives are working with HPD on the group of serial criminals. *Update: The suspect vehicle was spotted by MVPD personnel on the Katy frontage road. HPD assisted and after a short pursuit two suspects were taken into custody. The suspects are gypsies from the Virginia/Maryland area. It is anticipated that over 20 crimes will be solved as a result of the arrests.*

Status Update on any Major Projects

- The 3 new 2020 marked police units are nearing completion. The upfitter is hoping to deliver the units the week of 11/9/20.
- The 2021 police units were ordered as per the approval of the Commission. We are hoping to receive the new units in February of 2021.

V-LINC new registrations in October: +39

BH – 1287 (+13)

PP – 897 (+4)

HC – 1346 (+19)

Out of Area – 447 (+3)



## October 2020 VFD Assists

### Calls received directly by MVPD via 911/3700

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

Total – 8	3:44
-----------	------

Fire – 1	1:15
----------	------

EMS – 7	4:06
---------	------

#### By Village

BH Fire – 1	1:15
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BH EMS – 1	4:37
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PP Fire – 0	0
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PP EMS – 2	4:52
------------	------

HC Fire -0	0
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HC EMS -4	3:35
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#### Combined VFD Events (Priority + Radio)

Total – 47	3:54
------------	------

Fire – 29	4:14
-----------	------

EMS – 18	3:27
----------	------

#### Radio Call Events

Total – 39	3:57
------------	------

Fire- 28	4:23
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EMS- 11	3:04
---------	------

## 2020 Burglary Map

Address	Alarm	POE
22 Willowron	N	Rear Door Force
11603 Mockingbird	N	Veh in Open Gar
11110 Green Bay	N	Rear Win open
209 Bryn Mawr	Y	Rear Door Force
11150 S Country	Y	Rear Door Force
11215 Montebello	Y	Front Door Force
4 Lacewood	N	Rear Door Force
11101 S Country Sq	N	Rear Door Force
411 Hunterwood	Y	Garage UNL
225 Millbrooke	N	Garage Open
8 Hunters Ridge	Y	Rear Door Force
906 Creekwood	N	Ruse

## 2020 Robberies

Address	MO
6 Smithdale Estates	Purse at Ft Door



Daytime Burglary



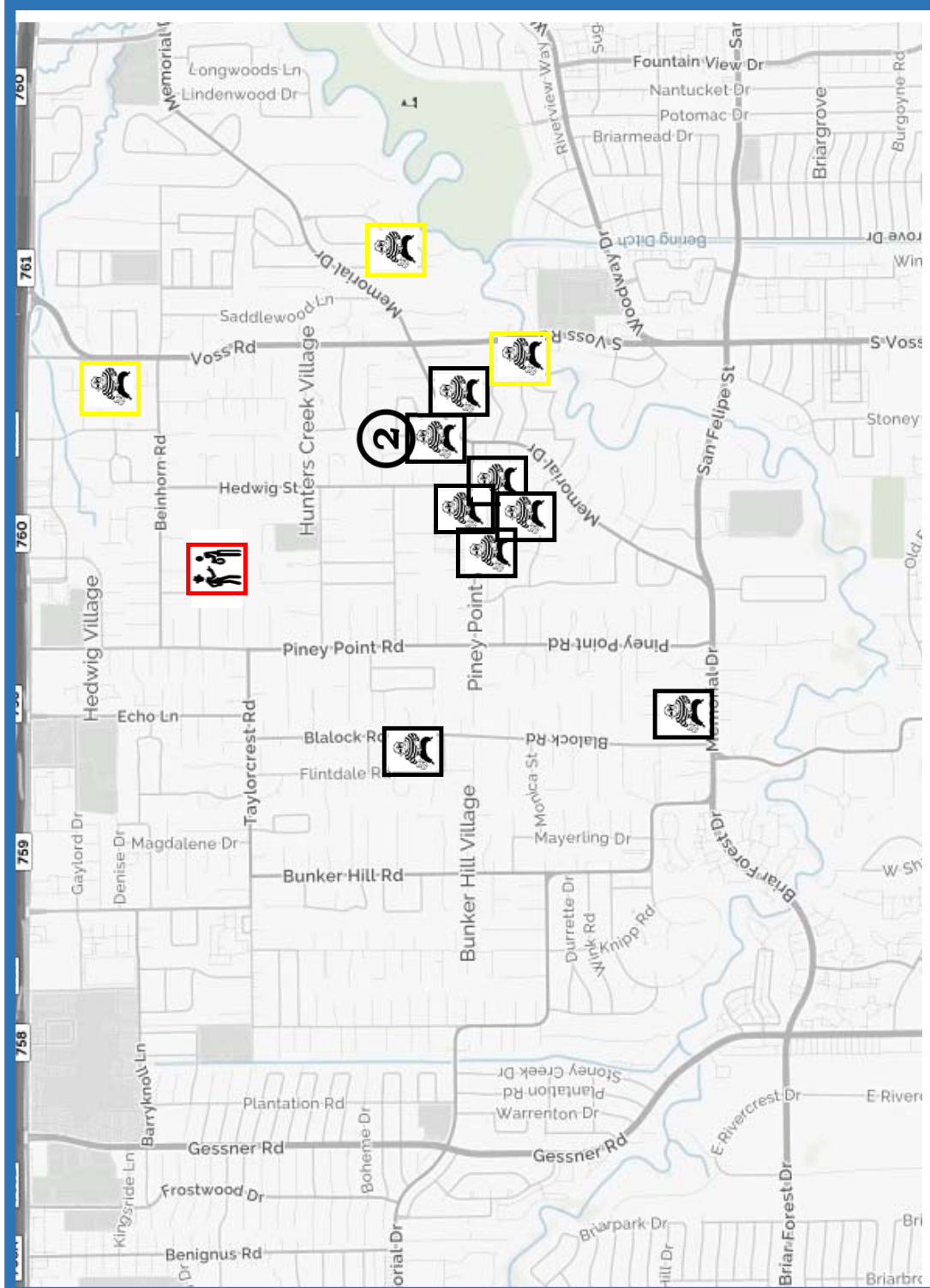
Nighttime Burglary



Robbery

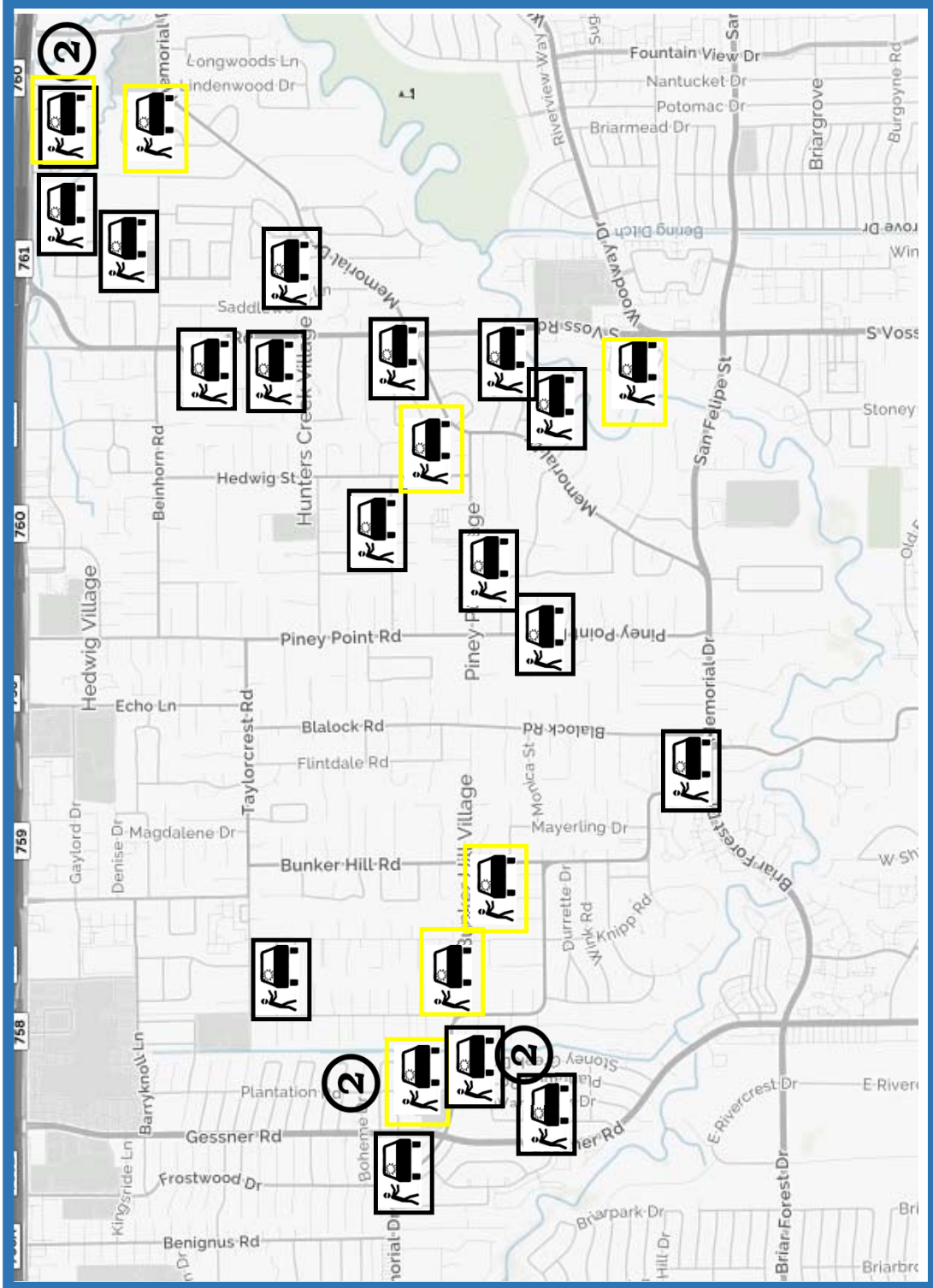
2

11/1/20



# 2020 Auto Burglary Map

Address	POE
12210 Valley Star	Side Window
11910 Broken Bough	UNL Door
933 Hickory Hollow	UNL Door
12126 Tara	Side Window
12330 Tealwood North	UNL Door
8435 Katy FWY	UNL Door
906 Flint River	UNL Door
422 Piney Point	UNL Door
11230 Hermosa	UNL Door
11106 Wickway	UNL Door
206 Caruthers	UNL Door
8333 Katy	UNL Door
12122 Memorial	Side Window
203 Plantation	UNL Door
238 Plantation	UNL Door
518 Lanecrest	Side Window
711 Riverview Way	UNL Door
836 Country Lane	UNK TK Bed
11007 Landon Ln	UNL Door
10740 Bridlewood	UNL Door
615 Hunters Grove	UNL Door
11935 Arbdale	UNL Door
212 Bylane	UNL Door
926 Huntington CV	UNL Door
337 Folwell	UNL Door
10910 Long Shadow	UNL Door



Daytime Burglary

Nighttime Burglary

- 2
- 3
- 4

11/1/20

## 2020 Total Incidents

2020	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	10	96	107	51	7824	6112	3248	2733	2166	1690	2117	1614
February	3	16	82	101	42	6182	4519	2148	1690	1578	1135	2201	1672
March	1	21	40	62	6	7095	6188	2767	2511	1635	1371	2607	2300
April	1	19	41	61	11	6390	5470	1897	1669	2067	1771	2356	2025
May	4	25	39	68	9	7354	6352	2187	1919	2208	1931	2912	2500
June	1	24	36	61	6	10053	8983	3602	3283	2904	2614	3499	3085
July	1	26	49	76	12	12864	12032	4858	4635	3583	3332	4362	4052
August	2	21	40	63	8	11704	10812	3852	3616	2869	2593	4936	4601
September	0	18	37	55	5	8331	7517	3238	2915	1891	1658	3241	2941
October	1	43	36	80	11	6825	5773	2133	1884	1795	1490	2781	2399
November													
December													
<b>Total</b>	<b>15</b>	<b>223</b>	<b>496</b>	<b>734</b>	<b>161</b>	<b>84622</b>	<b>73758</b>	<b>29930</b>	<b>26855</b>	<b>22696</b>	<b>19585</b>	<b>31012</b>	<b>27189</b>

2019 Totals	19	159	1001	1179	580	113459	91672	40711	34541	28785	22638	40905	34223
Difference													
% Change													

Employee Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Reports	Cites
BAKER, BRIAN C	7:46:27	4:07:52	7:15:21	10:53:17	6:14:25	8:17:42	11:00:34	8:15:22	7:23:48	10:36:28				2
BIEHUNKO, JOHN	13:02:04	14:54:33	9:01:13	16:30:24	10:16:57	9:50:04	16:17:59	7:04:56	10:00:03	7:11:12			1	2
BOGGUS, LARRY	20:23:44	15:24:33	16:44:41	10:13:20	16:13:24	7:14:25	2:29:22	11:43:44	14:47:17	15:05:33			7	14
BRACHT, DANIEL	14:03:18	15:34:43	12:36:45	9:17:50	6:59:14	9:39:29	11:00:39	6:28:03	5:15:53	8:33:37			1	4
BURLESON, Jason	7:45:56	13:35:03	7:16:26	7:33:38	13:44:01	15:35:04	14:08:59	13:42:11	6:31:06	15:33:54			3	
CADENA, VANESSA	20:57:17	17:39:42	18:40:55	16:47:33	19:28:19	14:46:17	2:46:18	11:26:50	5:22:52	15:24:20			1	2
CANALES, RALPH EDWARD	14:39:35	13:47:14	9:58:28	9:29:05	14:47:51	8:26:53	11:47:34	5:33:19	8:35:32	12:04:17			5	2
CERNY, BLAIR C.	4:49:50	19:25:49	11:58:56	17:43:42	18:09:37	16:07:02	25:25:00	13:54:33	12:21:04	12:01:16			2	8
HARWOOD, NICHOLAS	13:39:36	14:10:55	2:17:22	10:59:38	12:04:32	13:16:02	20:54:02	15:04:14	14:26:57	13:30:36			7	7
JARVIS, RICHARD	38:52:26	22:25:37	10:04:09	8:52:25	20:29:48	13:44:40	20:01:30	16:53:46	15:37:44	22:54:46			12	13
JOLIVET, CHARLES	17:12:39	18:35:09	6:19:11	6:59:44	16:10:15	10:16:14	12:10:54	13:54:24	4:48:49	13:10:10			1	1
JONES, ERIC	* 1:40:48	0:00:00	2:52:11	1:29:07	2:27:34	0:25:53	5:45:14	0:08:23	0:00:00	0:00:00				
KELSO JR, RONALD K	* 2:44:33	6:12:45	0:24:12	16:20:06	8:23:13	7:12:12	3:06:19	5:09:58	0:00:00	3:50:05			1	
LERMA, FRANK	* 5:38:37	15:52:34	1:54:02	9:32:00	3:47:07	2:53:57	0:00:00	0:19:42	4:50:52	8:59:07			1	
MCELVANY, ROBERT	8:18:04	14:18:27	12:47:52	10:23:58	1:51:46	4:22:07	12:08:06	7:25:00	7:17:26	13:49:18			4	10
MILLER, OSCAR	* 2:42:40	2:51:20	8:34:23	13:29:32	10:14:55	15:13:35	17:19:27	8:55:21	11:54:53	14:22:33			2	
NASH, CHRISTOPHER	28:31:10	15:29:03	19:13:08	18:20:54	18:53:26	24:06:02	7:47:27	0:00:00	11:37:08	14:01:45			2	3
NOWLIN, DONALD L	11:12:43	28:35:23	9:17:31	11:29:15	15:24:28	12:50:23	15:35:57	12:22:39	11:45:48	21:40:14			7	55
OWENS, LANE	* 0:14:42	1:30:29	0:00:00	0:00:00	1:08:53	0:00:00	0:15:57	0:00:00	1:52:55	0:16:58				
PAVLOCK, JAMES ADAM	6:22:26	11:48:32	8:48:47	7:55:45	10:51:53	0:34:20	8:22:18	7:01:11	2:59:07	7:10:56			0	
RODRIGUEZ, CHRISTOPHER	* 5:12:41	4:39:42	5:55:59	18:10:13	10:57:33	12:48:04	5:29:29	3:42:23	1:57:00	5:43:27				
SCHANMEIR, CHRISTIAN	12:06:22	14:35:02	12:46:49	14:00:33	9:29:01	17:06:51	2:13:10	6:48:34	6:31:58	0:00:00				
SCHULTZ, RAYMOND	* 1:23:48	0:44:16	0:20:02	4:02:00	2:32:10	1:55:46	4:52:32	0:50:24	0:28:57	0:00:00				
SILLIMAN, ERIC	7:52:27	17:00:02	10:25:56	17:10:04	13:35:54	9:01:33	11:50:01	12:32:31	12:11:37	16:23:37			6	11
SISSION, KYLE J	* 0:00:00	0:00:00	1:23:31	0:43:24	0:41:47	0:23:28	2:12:40	2:12:34	0:00:00	0:00:00				
SPRINKLE, MICHAEL	4:11:54	10:11:38	6:25:27	2:50:16	2:47:07	5:52:39	8:14:06	1:53:38	4:49:17	13:39:22			1	1
TAYLOR, CRAIG	15:47:28	18:58:41	20:05:55	10:23:31	9:10:29	10:17:09	7:09:53	14:21:22	15:06:52	17:45:27			5	
TORRES, PATRICK	* 1:01:08	1:02:53	12:25:13	13:19:18	9:18:02	16:46:09	9:37:53	13:17:42	12:02:47	6:32:52				
TUGGLE, JAMES	13:39:46	14:26:44	12:53:29	10:32:32	10:09:11	8:19:47	8:16:12	8:02:14	11:43:40	5:47:20				
VALDEZ, JUAN	19:48:46	16:17:39	19:37:12	15:04:39	15:20:13	17:21:41	13:30:50	15:22:54	6:58:04	17:26:47			7	4
VASQUEZ, MONICA				15:45:17	22:35:41	22:11:45	14:38:40	13:24:50	13:19:40	20:31:01				23
WHITE, TERRY	16:06:36	28:42:38	14:37:43	14:27:56	16:39:05	13:03:26	15:18:40	13:29:47	12:20:12	27:03:28			4	19
* = Admin Asmt.													80	181

Dispatch Committed Time														Totals
911 Phone Calls	422	548	395	299	262	289	316	263	257	279				3330
3700 Phone Calls	2612	2306	2341	2395	2452	2528	2631	2204	2086	2268				23823
DP General Phone Calls*	62:09:26	63:05:30	40:09:43	40:19:19	44:50:50	60:56:59	68:36:49	58:17:23	53:09:32	56:33:57				

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

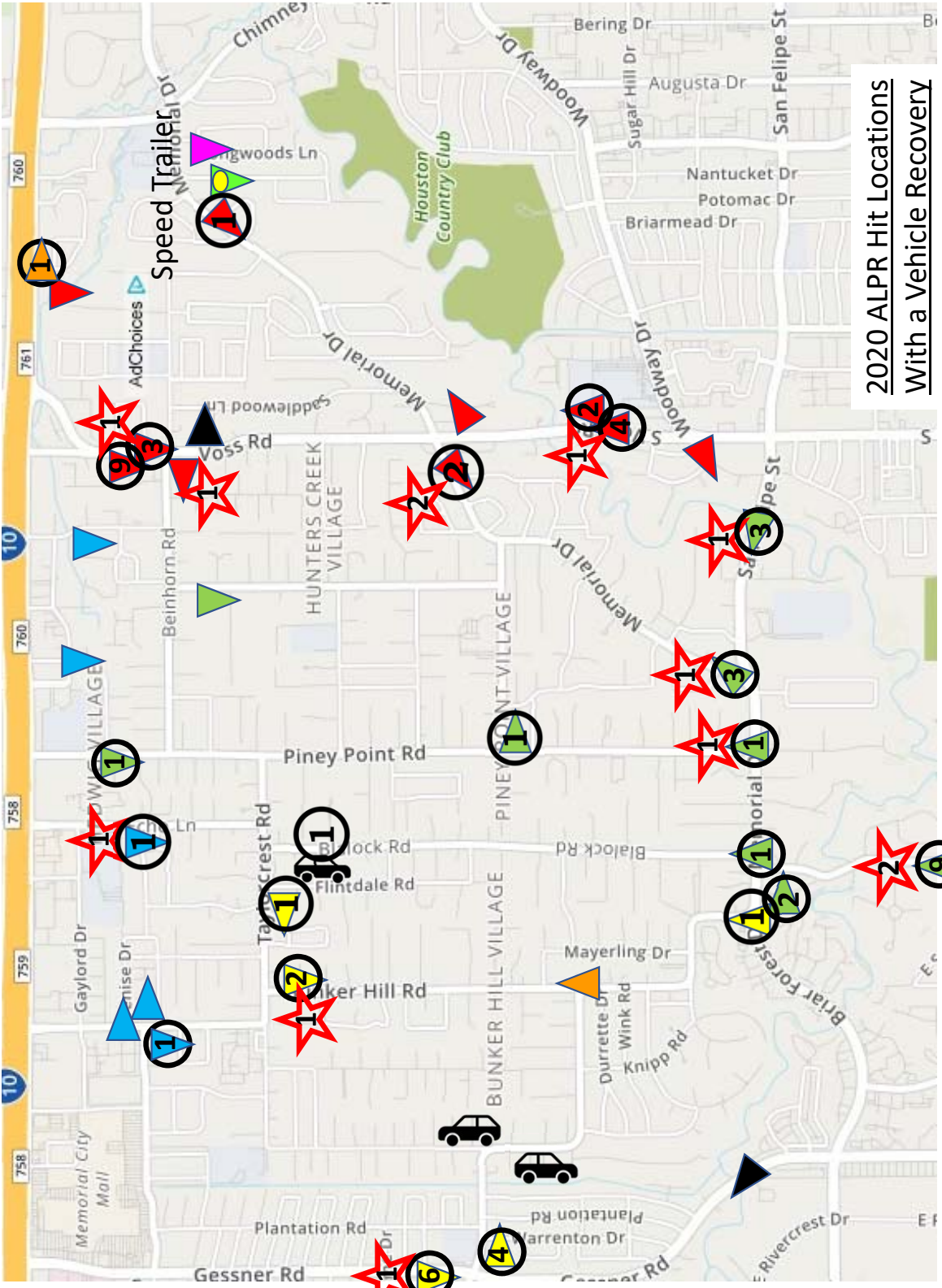
ALPR Recoveries					Plate Recoveries			
Num	Plate	Vehicle	Loc	Val	Links	Plate Recove	Date	Links
1	LKY5531	Kia Van	1	\$ 17,000.00	* Violent Car Jacking, 5 in custody	52385C6	2/9/2020	*
2	DWN8533	Chev Sub	8	\$ 6,000.00		LPL6079	7/21/2020	* son placed on vehicle
3	CKG0716	Lexus 460	1	\$ 24,000.00	* Suspects x2, ID Theft, Property from Burgs	CAHF59	8/1/2020	* Mobile Lab
4	59412R8	Range Rov	V	\$ 60,000.00	* Vehicle bought with stolen ID	FIM2107	9/12/2020	
5	LNF5778	Ford Expec	5	\$ 40,000.00	* ID Theft/ Austin 20+ victims			
6	MBX2543	Chev Impa	1	\$ 1,200.00	* Purchased from suspect in 19-17 ALPR Case			
7	LGC1533	Toy Camar	14	\$ 2,100.00	* Purchased on-line ref to HPD			
8	LYN1197	Hon CRV	2	\$ 2,000.00	Recovered by Victim on Gessner drove to PD			
9	KSP2109	Toy camry	10	\$ 8,000.00				
10	DRF5499	Toy camry	Trailer	\$ 6,500.00	* Runaway, Carjacking Suspect			
11	BNV7346	Toy P/U	2	\$ 11,000.00	* Suspects x2, Mail Theft with Mail Keys			
12	JKF7019	Chev Mali	8	\$ 2,000.00	* Stolen Veh out of Pearland, w Suspect			
13	47330A8	Merc Benz	10	\$ 52,000.00	* Purchased with Fake ID			
14	LJT7662	Chev Cruiz	17	\$ 19,000.00	* Vehilce full of stolen ID's and Mail			
15	HKZ4316	Ford EC1	V	\$ 12,000.00	* Van had sus w/bolt cutters and Drugs			
16	MMS5222	Nis Alt	11	\$ 5,500.00	Hedwig took case			
17	LTL9962	Toyt Avagr	8	\$ 4,500.00	* suspects in HPD ID Theft Ring			
18	N539442	Kia Sol	8	\$ 12,500.00	* Wanted Robbery Suspect LA			* Fraud/Crime Link
19	1BP7493	Nis Path	17	\$ 18,500.00	* ID theft Ring from Austin, Fake ID's Cc's			** Targeting Immigrants
20	63520D1	Scion TC	4	\$ 3,400.00				***Selling unreg veh's to immigrants
21	NBH4099	Kia Opt	V	\$ 22,000.00	* Armed Robb Suspects HPD			
22	HHZ7533	Toy Cam	7	\$ 14,000.00	*Missing Person			
23	CT9A5H	Dod Charg	9	\$ 16,500.00	* Embezzled out of LA			V=Mobile Unit on Voss
24	MMT3827	Jeep Chek	20	\$ 14,500.00	* Felony Warrants x2 BMW			
25	FYC2648	Dodge PU	25	\$ 18,500.00	* Identity Theft, Poss of Narcotics			Firearm in vehicle
26	T0388H	DodgeTOV	19	\$ 30,000.00				
27	LCR9410	Ford Exp	2	\$ 40,000.00	*ID, Mail, Mail Keys, Meth			
28	BHJ6450	Honda CRV	2	\$ 11,000.00	Juvenile			
29	HZM8530	Kia 4Dr	8	\$ 18,000.00	Pursuit 1 in-custody			
30	MGS6183	Jeep Chek	2	\$ 28,500.00	*2 In-Custody, Drugs, Fel Warrant			
31	BNZF91	Jeep Wrg	7	\$ 27,000.00	* Drugs, Fraud			
32	DV1PZW	Ford EXP	1	\$ 37,000.00	* Stolen ID and CC's Habitual Offender 13 prior's			
33	LYD6496	HYD Eln	22	\$ 19,000.00	* Lyft Driver Rental Car Embezzlement			
34	72948F5	Toy Cam	19	\$ 23,500.00	** Clucked Vehicle			
35	KGX8019	Lex R35	23	\$ 42,000.00	** Clucked Vehicle			
36	HMV0501	GMC Trav	14	\$ 32,000.00	* BMW suspects noone in Custody, but recovery			
37	NDK8788	Chev PU	22	\$ 23,700.00	DA No Charges			



38	LJR0496	Honda Civ	24	\$	18,500.00	
39	73110Y9	Ford Tau	Station	\$	16,300.00	
40	MKN7371	Toy Cam	21	\$	14,500.00	* Serial UUMV/Fugitive
41	NFH6659	Dog Chall	19	\$	40,000.00	* Fraudulent Rental
42	700CLG LA	Ford Fus	19	\$	8,700.00	* Fugitive
43	LXV1127	Jeep Chek	21	\$	17,100.00	* Fraudulent Rental from May
44	HBF6280	Cadi CTS	4	\$	52,900.00	
45	73101Z9	LEX300	19	\$	9,700.00	*Drive Off Test Drive fraud
46	HSN0644	BMW	23+	\$	18,500.00	* repeat auto theft offender
47	JBP7999	Ford F150	8	\$	17,000.00	DA no Prosecution
48	A037967	Uhaul	8	\$	5,000.00	* Fugitive Burglar/Drugs
49	BVE4585	Ford Esc	8	\$	21,000.00	*Theft from Steinmart
50	LWK5154	Jeep	Coins	\$	18,500.00	
51	CBK7374	Niss	22	\$	6,000.00	* Auto Theft Ring
52	LPF7785	Jeep	22	\$	22,500.00	\$1,000,000
53	MEB1DV	Ford	23	\$	28,700.00	* 2 cash Registers
					2020 Value	\$ 1,039,300.00
					2019 Value	\$ 438,000.00
					<b>Program Total</b>	<b>\$ 1,477,300.00</b>

#### INVESTIGATIVE LEADS

1	LGC4007	Arrested	ALPR HIT 10-29 Elder Fraud	*
2	63047B4	Id'd	FTSI located via ALPR	
3	LJN4457	Missing Per	Used ALPR to ID veh that picked up Victim	
4	KAP2527	Armed Robbery	ALPR ID's Suspect	
5	68043P9	Theft	ALPR used to ID Veh	
6	MHR6945	Missing Person-Located		
7	MBW6126	Theft Suspect of Lawn Equipment		
8	FCR1051	Mail Thieves w/warrants	ALPR ID & located	
9	BXV0324	Jugger HPD Case on Hickory Ridge.	ALPR ID Suspect	
10	MVG4555	Theft by Amazon Driver	ALPR ID Vehicle - Arrest	
11	HDS4070	Armed Robbery Houston	Gun Recovered During Pursuit	
12	MHM4490	Thefts suspects	ALPR ID'd Vehicle. 2 cases	
13	79285C7	BMV Suspect	ALPR ID'd Vehicle	
14	JPB0636	Robbery Suspects	ID'd and Arrested HPD MYPD 20-0548	
15	NHM3757	Endangered Person-Suicidal	Stopped and confirmed okay	



Hedwig



Bunker Hill



Piney Point



Hunters Creek



Mobile Locations



Stolen



Inv Solved



1 2 3

Lindenwood HOA



Longwoods HOA



In Process



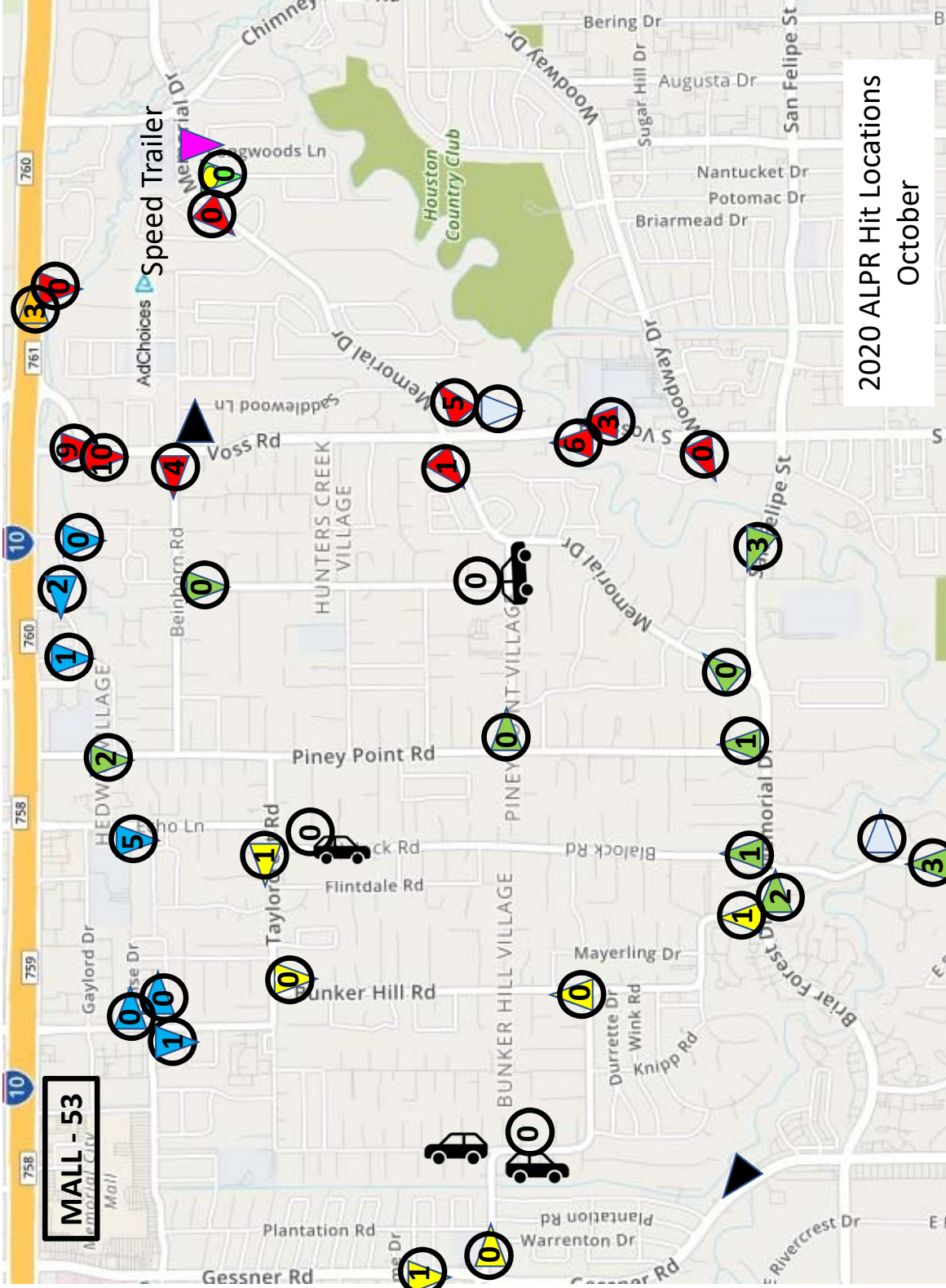
2020 Requested Locations

Locations



11/01/20





Hedwig



Bunker Hill



Piney Point



Hunters Creek



Mobile

Locations



0

17

MALL - 53

2020 ALPR Hit Locations  
October

57 Hits  
+  
4 Hedwig  
+  
53 Mall

10/31/20

Lindenwood  
HOA



Longwoods  
HOA



In Process



1	2		3		4		5		6		7		8		9		10		11		12		13		14		15	
	Fire	EMS	Total	# LT EMS	Life Threatening (LT) EMS Incidents		Life Threatening (LT) Fire Incidents		# LT Fire	Natl Stand.	6:30	1st Resp. Time	of 90%	Natl. Stand	10:30	of 90%	# LT Fire	Natl Stand.	6:50	Response Time	of 90%	% of 2020 Calls are:		Fire Alarms	% of Fire Calls			
					ALS Resp Time	Natl. Stand	Fire	EMS																				
Bunker Hill Village	131	116	247	45	4:23	100%	6:21	100%	13	6:02	100%	100%	13	6:02	100%	100%	13	6:02	100%	100%	53%	47%	48	37%				
Hedwig Village	162	173	335	98	3:34	100%	3:34	100%	19	3:35	100%	100%	19	3:35	100%	100%	19	3:35	100%	100%	48%	52%	61	38%				
Hilshire Village	15	29	44	8	4:29	100%	6:37	100%	2	5:37	100%	100%	2	5:37	100%	100%	2	5:37	100%	100%	34%	66%	5	33%				
Hunters Creek Village	239	124	363	43	3:55	100%	5:45	100%	16	4:35	100%	100%	16	4:35	100%	100%	16	4:35	100%	100%	66%	34%	83	35%				
Piney Point Village	187	104	291	38	3:22	100%	5:38	100%	13	5:11	100%	100%	13	5:11	100%	100%	13	5:11	100%	100%	64%	36%	94	50%				
Spring Valley Village	176	139	315	57	2:26	100%	5:01	100%	13	4:43	100%	100%	13	4:43	100%	100%	13	4:43	100%	100%	56%	44%	41	23%				
Houston	181	0	181																									
<b>Totals</b>	<b>1091</b>	<b>685</b>	<b>1776</b>	<b>289</b>	<b>3:41</b>	<b>100%</b>	<b>5:29</b>	<b>100%</b>	<b>76</b>	<b>4:57</b>	<b>100%</b>	<b>100%</b>	<b>76</b>	<b>4:57</b>	<b>100%</b>	<b>100%</b>	<b>76</b>	<b>4:57</b>	<b>100%</b>	<b>100%</b>	<b>61%</b>	<b>39%</b>	<b>332</b>	<b>36%</b>				

Notes: ALL Response Time categories include from the receipt of the call at the Primary Dispatch to arrival on location of the responding units.

Column 1: Reflects the cities listed within the chart.

Column 2: Reflects the year to date number of "fire" type calls within each jurisdiction. Includes: fires, vehicle collisions, gas leaks, rescues, tree in roadways, and others.

Column 3: Reflects the year to date number of "EMS" calls within each jurisdiction.

Column 4: Reflects the year to date, total number of all calls within each jurisdiction.

Column 5: Reflects the year to date, number of "life threatening EMS" calls within each jurisdiction. Includes: heart attacks, strokes, seizures, cardiac arrest, seizures and others.

Column 6, Row A: Reflects the "National Standard for total response time for life threatening EMS Calls of 6 minutes 30 seconds.

Column 7: Reflects the year to date, first responder's response times for each jurisdiction.

Column 8, Row A: Reflects the National Standard of the percentage of calls which the national standard should be met: 90%

Column 9: Reflects the year to date, percentage of calls which the national standard is met during life threatening EMS calls.

Column 10 Row A: Reflects the National Standard for total response time for life threatening EMS calls for arrival of Advanced Life Support Equipment and Personnel: 10 minutes 30 seconds.

Column 11: Reflects the year to date, Advanced Life Support equipment and personnel response time for life threatening calls within each jurisdiction.

Column 12 Row A: Reflects the National Standard of the percentage of calls which the ALS standard should be met: 90%

Column 13: Reflects the year to date, percentage of calls, which the national standards is met of ALS response for each jurisdiction.

Column 14: Reflects the year to date, average total response time to fire type calls within each jurisdiction.

Column 15: Reflects the year to date, percentage of life threatening fire type calls which meet or exceed the National Standard.

Column 16: Reflects the year to date, percentage of calls which our "fire type" calls.

Column 17: Reflects the year to date, percentage of call which our "EMS" calls.

Column 18: Reflects the year to date number of Fire Alarms within each jurisdiction.

Column 19: Reflects the percentage of fire type calls which are fire alarms.

**MAYOR**  
*Jim Pappas*

# CITY OF HUNTERS CREEK VILLAGE

**CITY COUNCIL**  
*Stuart Marks*  
*Fidel Sapien*  
*Ken Spalding*  
*Chip Cowell*  
*Jay Carlton*



**CITY ADMINISTRATOR**  
*Tom Fullen, CPM*  
**CITY SECRETARY**  
*Crystal R. Dozier, TRMC*

## Building Official Monthly Report

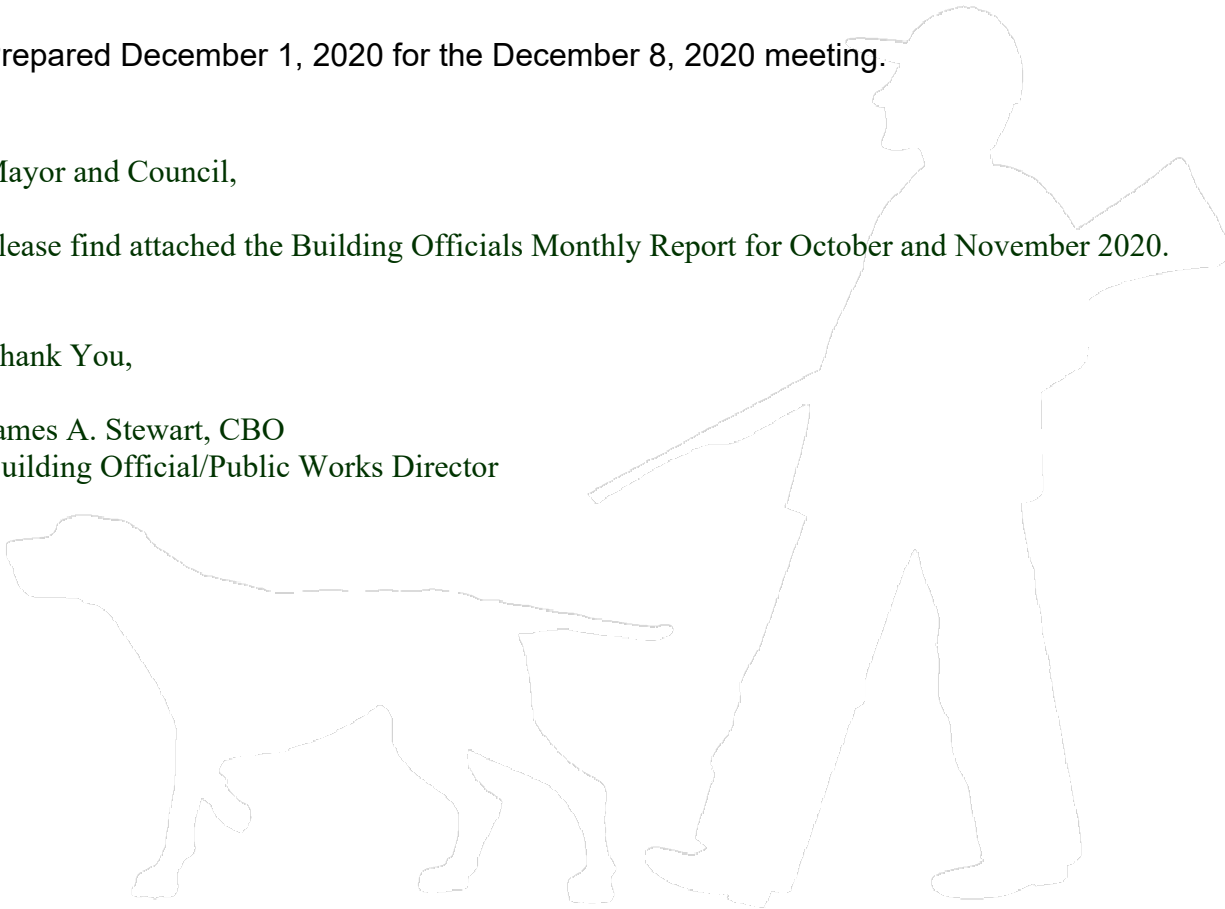
Prepared December 1, 2020 for the December 8, 2020 meeting.

Mayor and Council,

Please find attached the Building Officials Monthly Report for October and November 2020.

Thank You,

James A. Stewart, CBO  
Building Official/Public Works Director



**City of Hunters Creek Village  
Permit Activity Report (Issued) - 2018**

Month	Building			Electrical		Mech & Plumbing		Total		Valuation
	# Issued	\$ Fees	# New Res	# Issued	\$ Fees	# Issued	\$ Fees	# Issued	\$ Fees	\$
January	23	\$21,993	3	22	\$2,830	37	\$6,640	82	\$31,463	\$5,142,190
February	20	\$19,659	1	6	\$970	28	\$6,065	54	\$26,694	\$3,093,740
March	29	\$56,193	3	16	\$2,655	32	\$4,945	77	\$63,793	\$7,691,803
April	25	\$27,768	2	13	\$1,700	29	\$5,775	67	\$35,243	\$4,974,148
May	21	\$22,463	1	18	\$3,300	30	\$5,115	69	\$30,878	\$4,020,621
June	27	\$29,485	3	14	\$3,085	25	\$3,400	66	\$35,970	\$5,135,993
July	43	\$51,062	3	27	\$5,775	56	\$9,630	126	\$66,467	\$10,385,422
August	19	\$27,552	2	18	\$3,545	33	\$6,185	70	\$37,282	\$5,212,019
September	15	\$3,889	0	7	\$1,505	18	\$3,175	40	\$8,569	\$698,375
October	27	\$46,688	2	13	\$1,850	34	\$4,575	74	\$53,113	\$8,892,298
November	19	\$28,722	3	10	\$1,530	24	\$4,095	54	\$34,347	\$5,717,580
December	20	\$32,156	3	11	\$1,855	20	\$3,480	51	\$37,491	\$5,545,669
<b>Total</b>	<b>288</b>	<b>\$367,632</b>	<b>26</b>	<b>175</b>	<b>\$30,600</b>	<b>366</b>	<b>\$63,080</b>	<b>830</b>	<b>\$461,312</b>	<b>\$66,509,858</b>

**City of Hunters Creek Village  
Permit Activity Report (Issued) - 2019**

Month	Building			Electrical		Mech & Plumbing		Total		Valuation
	# Issued	\$ Fees	# New Res	# Issued	\$ Fees	# Issued	\$ Fees	# Issued	\$ Fees	\$
January	19	\$4,633	0	11	\$1,405	15	\$3,730	45	\$9,768	\$702,660
February	17	\$6,188	1	8	\$1,355	30	\$4,080	55	\$11,623	\$2,637,978
March	23	\$13,320	0	10	\$1,170	18	\$2,262	51	\$16,752	\$1,758,240
April	22	\$17,127	1	15	\$3,160	40	\$6,175	77	\$26,462	\$2,931,125
May	26	\$17,786	2	17	\$3,045	29	\$4,295	72	\$25,126	\$2,661,043
June	24	\$12,674	1	6	\$1,150	23	\$4,030	53	\$17,854	\$2,088,440
July	39	\$19,821	1	18	\$2,535	34	\$5,025	91	\$27,381	\$3,760,834
August	27	\$26,431	2	12	\$2,265	33	\$5,145	72	\$33,841	\$5,975,468
September	23	\$26,541	2	12	\$2,095	31	\$5,140	66	\$33,776	\$3,896,872
October	27	\$40,968	3	12	\$1,865	35	\$6,050	74	\$48,883	\$8,384,388
November	20	\$7,283	0	13	\$1,790	22	\$3,235	55	\$12,308	\$1,213,903
December	22	\$14,495	0	10	\$2,020	31	\$4,675	63	\$21,190	\$1,767,497
<b>Total</b>	<b>289</b>	<b>\$207,265</b>	<b>13</b>	<b>144</b>	<b>\$23,855</b>	<b>341</b>	<b>\$53,842</b>	<b>774</b>	<b>\$284,962</b>	<b>\$37,778,448</b>

**City of Hunters Creek Village  
Permit Activity Report (Issued) - 2020**

Month	Building			Electrical		Mech & Plumbing		Total		Valuation
	# Issued	\$ Fees	# New Res	# Issued	\$ Fees	# Issued	\$ Fees	# Issued	\$ Fees	\$
January	17	\$10,267	1	12	\$2,160	18	\$2,510	47	\$14,937	\$1,779,758
February	24	\$17,887	1	10	\$1,455	21	\$3,355	55	\$22,697	\$2,970,153
March	34	\$149,084	0	17	\$3,390	32	\$6,140	83	\$158,614	\$29,896,341
April	18	\$4,866	0	15	\$2,825	29	\$4,030	62	\$11,721	\$13,646,371
May	25	\$5,817	0	13	\$2,340	26	\$4,440	64	\$12,597	\$1,032,779
June	23	\$24,680	2	18	\$3,220	35	\$5,320	76	\$33,220	\$7,849,746
July	15	\$23,330	2	23	\$4,590	29	\$5,700	67	\$33,619	\$5,221,170
August	19	\$27,662	2	14	\$2,965	20	\$4,495	53	\$35,122	\$4,849,719
September	26	\$6,996	0	13	\$2,670	34	\$4,870	73	\$14,536	\$1,362,060
October	27	\$32,322	3	8	\$1,385	24	\$4,795	59	\$38,501	\$5,800,301
November	19	\$4,856	0	13	\$1,900	24	\$4,175	56	\$10,930	\$940,466
December										
<b>Total</b>	<b>247</b>	<b>\$307,766</b>	<b>11</b>	<b>156</b>	<b>\$28,900</b>	<b>292</b>	<b>\$49,830</b>	<b>695</b>	<b>\$386,494</b>	<b>\$75,348,864</b>

**City of Hunters Creek Village  
Inspection Activity Report - 2019**

	Inspections Performed	Inspections Passed	% Passed	Inspections Failed	% Failed
<b>Month</b>					
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December	125	115	92.0	10	8.0
<b>Total</b>	<b>125</b>	<b>115</b>	<b>92.0</b>	<b>10</b>	<b>8.0</b>

**City of Hunters Creek Village  
Inspection Activity Report - 2020**

	Inspections Performed	Inspections Passed	% Passed	Inspections Failed	% Failed
<b>Month</b>					
January	112	100	89.0	12	11.0
February	161	134	83.2	27	16.8
March	149	137	91.9	12	8.1
April	203	171	84.2	32	15.8
May	199	165	82.9	34	17.1
June	164	138	84.1	26	15.9
July	228	193	84.6	35	15.4
August	159	140	88.1	19	11.9
September	167	138	82.6	29	17.4
October	155	127	81.9	28	18.1
November	108	89	82.4	19	17.6
December					
<b>Total</b>	<b>1805</b>	<b>1532</b>	<b>85.0</b>	<b>273</b>	<b>15.0</b>

# Inspections with Odometer Readings, by Inspector, Vehicle, & Scheduled Date

Dec 3, 2020 10:52 AM

Jessica Hubertus

City of Hunters Creek Village

Date Range (inclusive): **Sun Nov 01 2020 to Mon Nov 30 2020**

Inspection Department: **Building Permit Inspections**

James Stewart (james)								
Permit #	Address	Insp Type	Date	Reinsp?	Reinsp Fee?	Result	Correction Notes	
Odometer								
Vehicle ID:								
201900064	7611 River Point Dr	Foundation	11/12/20	Y	No	Pass		
201900597	717 W CREEKSIDE DR	P Final	11/10/20		No	Pass		
202000011	8422 Hunters Creek Dr	Gas Test	11/9/20		No	Pass		
202000090	10 Long Timbers Trail	F Final	11/5/20		No	Pass		
202000138	10710 Marsha Lane	M Final	11/25/20		No	NC	No Electricity on at house. Unable to check system operation, vent hood, exhaust fans.	
202000331	10623 FAIRLANE DR	P Steel/Piping	11/5/20		No	Pass		
202000336	678 Shartle Cir	Bld-Final	11/2/20		No	Pass		
202000380	678 Shartle Cir	P Final	11/2/20		No	Pass		
202000569	10926 Walwick Drive	FD-Piers	11/19/20		No	Pass		
202000569	10926 Walwick Drive	FD Steel	11/19/20		No	Pass		
202000605	1 Reichert Farms Court	F Post Hole	11/3/20		No	Pass		
202000606	10700 Beinhorn Rd	Re-Roof	11/5/20		No	Pass		
202000621	10710 Marsha Lane	F Final	11/24/20		No	Pass		
202000640	730 E	P Layout	11/30/20		No	Pass		

		CREEKSIDE DR						
	202000642	10719 Marsha Lane	Shower Pan	11/4/20		No	Pass	
	202000652	1 Bridlewood Ct	ET-Pole	11/6/20		No	Pass	
	202000663	10917 Roaring Brook Lane	Gas Test	11/11/20		No	NC	No gas line installed.
	202000663	10917 Roaring Brook Lane	P Rgh/P-T/VCBK	11/11/20		No	Pass	
	202000682	10318 Memorial Dr	Gas Test	11/23/20		No	Pass	
	202000682	10318 Memorial Dr	P Rgh/P-T/VCBK	11/30/20		No	Pass	
	202000683	411 TRAILS CT	E Underg	11/20/20		No	Pass	
	202000683	411 TRAILS CT	E Rough	11/20/20		No	Pass	
	202000683	411 TRAILS CT	E Final	11/30/20		No	Pass	
<b>Inspections</b>	<b>Begin Odometer</b>		<b>End Odometer</b>		<b>Miles</b>	<b>Avg Miles per Inspection</b>		
<b>23</b>					<b>0</b>	<b>0.0</b>		

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<b>HUNTERS CREEK VILLAGE - PLAN REVIEW STATUS REPORT</b>				
<b>PROJECT ADDRESS</b>	<b>PROJECT TYPE</b>	<b>DATE SUBMITTED</b>	<b>REVIEW STATUS</b>	<b>COMMENTS</b>
410 Thamer Circle	Patio Cover	8/12/2020	Review Complete - 8/18/20 - Not Approved - Revisions Submitted - 11/2/20 - Resubmittal Review Completed - 11/3/20 - Not Approved - 2nd Resubmittal Received - 11/6/20 - Reviewed and Approved - 11/6/20	Contractor Notified of Needed Revisions 8/18/20 - Contractor Notified of Further Needed Revisions - 11/3/20 - Contractor notified of approval 11/6/20
10719 Roaring Brook	New Pool	9/30/2020	Review Completed - 10/1/20 - Approved	Contractor notified of approval - 10/1/20
1 Bridlewood Court	New Residence	10/5/2020	Review Completed - 10/12/20 - Not Approved	Contractor notified of needed revisions.
206 Caruthers Ln.	New Pool	10/5/2020	Review Completed - 10/8/20 - Not Approved - Revisions Submitted 10/9/20 - Resubmittal Review Completed - 10/9/20 - Approved	Contractor notified of needed revisions - 10/8/20 - Contractor notified of approval - 10/9/20
615 Hunters Grove Ln.	Residential Remodel	10/9/2020	Review Completed - 10/13/20 - Approved	Contractor Notified of Approval - 10/13/20
730 E. Creekside Dr.	New Pool	10/9/2020	Review Completed - 10/14/20 - Not Approved - Revisions Submitted - 10/23/20 - Revision review completed - 10/26/20 - Not Approved - 2nd Revisions Submitted - 10/27/20 - Review Completed - 10-27-20 - Approved	Contractor notified of needed revisions - 10/14/20 - Contractor notified of further needed revisions - 10/26/20 - Contractor notified of approval - 10-27-20



City of Hunters Creek Village

# Certificate of Occupancy

October 7, 2020

Permit Number: 201900180

Villanova Homes, LLC  
1111 River Glyn Drive  
Houston, TX 77024

The Residence Is Ready For Occupancy. All Final Building, Mechanical, Electrical and Plumbing Inspections Have Been Made And All Fees Have Been Paid. This Building Complies With The 2015 IRC.

\* This Residence Has Been Equipped With An Automatic Sprinkler System

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James A. Stewart, CBO  
Building Official

## HUNTERS CREEK VILLAGE - ANIMAL CONTROL ACTIVITY REPORT

DATE	ADDRESS	ACTIVITY DESCRIPTION	DISPOSITION	NOTES
1/29/2019	Voss @ Beinhorn	Dead animal in roadway	Picked up and disposed	Appeared the animal was an Otter
4/9/2019	640 Pifer Rd.	Dead Animals in Roadway	Picked up and disposed	
4/10/2019	12 Inwood Oaks	Stray Dog at Residence	Picked up/Taken to Shelter	
5/10/2019	750 Pifer Rd.	Animal Trap Delivered to Resident	Trap Delivered	
6/4/2019	210 Timberwilde Ln.	Opossum in trap - Picked Up	Picked Up/Relocated	
6/7/2019	725 W. Creekside Dr	Animal Trap Delivered to Resident	Trap Delivered	
6/11/2019	737 Camelot Ln	Animal Trap Delivered to Resident	Trap Delivered	
6/24/2019	107 Timberwilde Ln	Trapped Raccoon - Pick Up/Return Trap to Resident	Picked Up/Relocated	
7/2/2019	10650 Memorial Dr.	Dead Squirrel on roadway	Picked Up/Disposed	
7/8/2019	321 Shasta	Bat inside House - Owner Caught and Froze - Rabies Test	Picked up/Took to Lab for Testing	Rabies test result was negative for R
7/8/2019	646 Hedwig Rd.	Dead Cat near street	Picked Up - Disposed	
7/11/2019	602 Wellesley	Dead Squirrel in front.	Picked up - Disposed	
7/15/2019	507 Three Corners	Large Opossum in Trap	Picked up- Relocated	
7/23/2019	507 Three Corners	Large Raccoon in Trap	Picked Up - Relocated	
8/27/2019	729 W. Creekside	Needs animal trap delivered so they can catch animals in back yard.	Delivered trap to resident	
8/28/2019	403 Thamer Ln.	Pick up trapped racoon - Return trap	Picked up Raccoon - Returned trap	
9/5/2019	10810 Oak Creek St.	Report of Dog in Street from Police Dept.	Picked up Dog - Owner Located	Dog Returned to Owner
9/13/2019	331 Hunters Trail St.	Owner Bitten by his dog - Dog Very Aggressive/Dangerous	Dog Euthanized by Owner Request - Tested	Rabies Test NEGATIVE for Rabies
9/16/2019	210 Timberwilde Ln.	Opossum in trap - Picked Up	Picked Up - Relocated	
9/27/2019	600 Blk Timberwilde	Dog at Large	Picked Up Dog - Taken to CAPS for Adoption	Enrolled for Adoption at CAPS.
9/30/2019	10914 Walwick Dr.	Dead Raccoon	Picked Up/Disposed	
10/7/2019	9 Hunters Ridge Ct.	Dead Armadillo	Picked Up/Disposed	
10/11/2019	10800 BIK Roaring Brook	Dead squirrel in road	Picked Up/Disposed	
10/14/2019	938 Boros	Deliver Animal Trap - Feral Cats	Delivered Trap to resident	
10/25/2019	10814 Jaycee Ln.	Deliver Animal Trap - Raccoons	Delivered Trap to resident	
11/6/2019	10537 Gawayn Ln.	Deliver trap for raccoons.	Delivered Trap to resident	
11/7/2019	Pifer at Beihorn	Dead Opossum in road	Picked Up/Disposed	
11/8/2019	Beinhorn at Pifer Rd	Dead Raccoon in Road	Picked Up/Disposed	
11/7/2019	423 Thamer Ln.	Dog Bite - UPS Driver Bitten while making delivery	Home Quarantine of Dog - Shots Current	Home Quarantine ended 11/18/19 - All OK - Rabies Vaccination Current
11/11/2019	Voss at Longshadow	Dead Raccoon in Road	Picked Up/Disposed	
11/11/2019	Memorial at Hunters Way	Dead animal in roadway	Picked Up/Disposed	

11/20/2019	Memorial at Creekside	Dead animal in roadway	Picked Up/Disposed	
1/6/2020	3 Saddlewood Estates	Animal Trap Delivered to Resident	Delivered Trap to resident	
1/7/2020	5 Reynolds Ct	Animal Trap Delivered to Resident	Delivered Trap to resident	
1/8/2020	Memorial near Thamer	Dead animal in roadway	Picked Up/Disposed	
1/8/2020	Voss at Beinhorn	Dead animal in roadway	Picked Up/Disposed	
1/17/2020	5 Reynolds Ct.	Pick Up Trap - No Longer Needed	Picked Up Trap	
2/3/2020	606 Hunters Way Dr.	Animal Trap Delivered to Resident	Delivered Trap to Resident	
2/19/2020	210 Timberwilde Ln.	Trapped Raccoon - Pick Up/Return Trap to Resident	Picked Up Raccoon - Relocated	Relocated Raccoon
2/19/2020	3 Saddlewood Estates	Animal Trap Request	Delivered Trap to Resident	
2/21/2020	3 Saddlewood Estates	Raccoon in trap	Picked up and relocated raccoon	Relocated Raccoon
2/26/2020	Hunters Trail St.	Stray Dog	Pick Up Dog - Delivered to shelter	
2/28/2020	507 Hunters Park Ln.	2 Feral Cats in Trap	Picked up/Relocated	Relocated Cats
3/3/2020	108 Shasta	Stray Dog on Banks Of Bayou	Picked Up Dog	
3/5/2020	907 Creeewood Way	Stray Dog	Picked up dog - Delivered to Vet Clinic	
3/6/2020	506 Hunters Park Ln.	Feral Cat in Trap	Picked Up - Relocated	Relocated Cats
3/10/2020	Voss Park at Voss	Dead animal in roadway	Picked Up/Disposed	
3/23/2020	Saddlewood near Beinhorn	Dead Opossum in Roadway	Picked Up/Disposed	
4/6/2020	10918 Timberglen	Deliver Trap to resident	Delivered trap to resident	
4/8/2020	10918 Timberglen	Opossum in Trap - Pick Up	Picked Up/Relocated	
4/13/2020	10918 Timberglen	Opossum in Trap - Pick Up	Picked Up/Relocated	
4/20/2020	305 Voss	Trap Request	Delivered trap to resident	
4/20/2020	777 W. Creekside	Raccoon at residence - Please Pick Up	Picked Up/Relocated	Relocated
4/23/2020	305 Voss	Raccoon in trap	Picked Up/Relocated	Relocated Raccoon
4/27/2020	10314 Memorial Drive	Trap Request	Delivered trap to resident	
5/11/2020	Voss near I-10	Dead Raccoon on sidewalk	Picked Up/Disposed	Disposed of Dead Raccoon
5/11/2020	802 Kuhlman	Trap Request	Delivered trap to resident	
5/12/2020	10705 Marsha Ln.	Trap Request	Delivered trap to resident	
5/14/2020	10705 Marsh Ln.	Opossum in Trap/Please Pick Up	Picked Up/Relocated	Relocated Opossum
5/14/2020	714 Creekside Ln.	Dog Bite - Food Delivery person bitten at front door.	Dog Quarantined at Vet - Shots Current	Quarantine to end 5/21/20 - Spoke with dog owner and bite victim. Dog euthanized per owners request on 5/21/20.
5/18/2020	10807 Pine Bayou	Animal Trap Request	Delivered trap to resident	
5/20/2020	826 Oak ValleyDr.	Animal Trap Request	Delivered trap to resident	
5/20/2020	922 Huntington Cove	Animal In Trap - Please Pick Up	Picked Up/Relocated Raccoon	Relocated
5/22/2020	826 Oak Valley Dr.	Animal In Trap - Please Pick Up	Picked Up/Relocated Opossum	Relocated
5/22/2020	10807 Pine Bayou Dr.	Animal In Trap - Please Pick Up	Picked Up/Relocated Opossum	Relocated
5/22/2020	10619 Gawain Ln.	Animal Trap Request	Delivered trap to resident	
6/2/2020	836 Kuhlman Rd.	Dog Bite - Dog owners friend bitten in back yard.	Dog - Home Quarantine - Shots Current	Quarantine to end 6/13/20
6/4/2020	205 Shasta Dr.	Animal In Trap - Please Pick Up	Picked up/Relocated Raccoon	Relocated

6/10/2020	760 Pifer Rd.	Dead animal in roadway	Picked up and disposed of dead Opossum	Disposed
6/16/2020	10814 Roaring Brook	Animal Trap Request	Delivered trap to resident	
7/1/2020	10622 N. Evers Park	Dead Raccoon in Driveway	Picked Up/Disposed of Raccoon	Disposed
7/1/2020	1108 River Glyn	Dead Armadillo in Driveway	Picked Up/Disposed of Armadillo	Disposed
7/2/2020	Memorial Dr @ Shartle Circle	Dead Armadillo in Roadway	Picked Up/Disposed of Armadillo	Disposed
7/6/2020	Memorial Dr at Three Corners	Dead Armadillo in Roadway	Picked Up/Disposed of Armadillo	Disposed
7/7/2020	10819 Smithdale Rd.	Animal Trap Request	Delivered trap to resident	
7/9/2020	606 Hunters Way Ct.	Animal In Trap - Please Pick Up	Picked Up/Relocated Cat	Relocated
7/15/2020	606 Hunters Way Ct.	Animal In Trap - Please Pick Up	Picked Up/Relocated Cat	Relocated
7/15/2020	634 Saddlewood Ln.	Dead animal in roadway	Picked up/Disposed of Squirrel	Disposed
8/6/2020	725 W. Creekside Dr.	Animal Trap Request	Delivered trap to resident	
8/10/2020	10650 Memorial Dr.	Dead Armadillo in Roadway	Picked Up/Disposed of Armadillo	Disposed
8/10/2020	725 W. Creekside Dr.	Raccoon in Trap - Pick Up	Picked Up/Relocated Raccoon	Relocated
8/11/2020	757 W. Creekside	Stray Dog Found by Resident	Picked up Dog - Owner found	Returned Dog to Owner
8/20/2020	10819 Smithdale	Pick Up Empty Trap from Resident	Picked Up Trap	
9/9/2020	802 Flint River	Animal Trap Request	Delivered trap to resident	
9/14/2020	802 Flint River	Raccoon in Trap - Please pick up	Picked up/Relocate Raccoon	Relocated
9/14/2020	3 Saddlewood Estates	Opossum in Trash Can	Caught/Relocated Opossum	Relocated
9/15/2020	3 Saddlewood Estates	Opossum in Trap - Please pick up	Picked up\Relocated Opossum	Relocated
9/17/2020	Memorial at Thamer	Injured turtle in roadway	Picked up/Disposed of turtle	Disposed
9/17/2020	10220 Memorial Dr.	Dead animal in roadway	Picked up/Disposed of animal	Disposed
9/25/2020	525 Trails End	Animal Trap Request	Dropped trap with resident	
9/29/2020	525 Trails End	Animal In Trap - Please Pick Up	Picked up/Relocated Animal	Relocated

# CITY OF HUNTERS CREEK VILLAGE ENGINEER'S REPORT

Prepared December 01, 2020 for the December 08, 2020 Agenda

## **A. Voss at Second Baptist**

1. Attended a Preconstruction Meeting with the City of Houston and their contractor onsite on November 17. The City intends to repair both southbound lanes and replace sidewalk for the length of the damaged area. We have requested additional sidewalk replacement, which may be available at the City's contract cost.
2. The City has a job order contract with Angel Brothers Construction to perform the work. Construction is intended to start on January 11, 2021.
3. The slope paving will not be replaced in this project but approximately 10 years in the future.

## **B. Beinhorn and Voss – Traffic Signal Reconstruction**

1. Contractor has rewired signals at Lindenwood and Memorial
2. Installation of new detection system at Lindenwood at Memorial scheduled to begin in mid-December, after repair of intersection pavement.
3. Pole installation began Thanksgiving week.
4. Project is approximately 36% complete.
5. Contract amount is \$329,078.87. On Budget.

## **C. 2020 Street Maintenance – Memorial Drive**

1. Preconstruction meeting was held on November 18, 2020.
2. Notice to Proceed was issued for December 7, 2020.
3. Pavement repair will start at the Memorial / Lindenwood intersection and proceed westward on Memorial.
4. Contract amount is \$297,312.00



December 3, 2020

**VIA HAND DELIVERY**

City Manager  
City of Hunters Creek Village  
1 Hunters Creek Place  
Houston, TX. 77024

RE: Annual Rate Adjustment Notification

Dear Board Member,

WCA Waste Corporation is proud to be your waste service provider. We are committed to providing you with the most professional and reliable service available. We hope you are pleased with our performance and we urge you to contact us at any time with any questions or concerns that you may have.

A component of our mutual contract allows for an annual rate adjustment on the anniversary date of the contract for a 12 month average based on CUUR0000SEHG not seasonally adjusted. The rate for the year 2020 was 251.0282 and 243.744 for the year 2019, an increase of 2.9%. Effective **January 1, 2021** the current rate of \$23.75 will change to \$24.44 an increase of \$0.69 per month per connection.

It is WCA's goal to continue to provide you with high quality, trash-hauling services at a competitive rate. Should you have any questions or require additional information, please do not hesitate to contact me.

We appreciate the opportunity to include you as one of our valued customers and consider it our privilege to serve you!

Sincerely,

A handwritten signature in blue ink, appearing to read "T. Royal", is written in a cursive style.

Trevor Royal  
Municipal Sales Manager

**CPI for All Urban Consumers (CPI-U)  
Original Data Value**

**Series Id:** CUUR0000SEHG,CUUS0000SEHG

**Not Seasonally Adjusted**

**Series Title:** Water and sewer and trash collection services in U.S.

**Area:** U.S. city average

**Item:** Water and sewer and trash collection services

**Base Period:** DECEMBER 1997=100

**Years:** 2010 to 2020

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2010	166.857	168.078	168.521	169.116	169.825	169.745	171.156	172.491	172.833	173.360	174.094	174.543		
2011	175.754	177.194	177.694	178.033	178.521	178.640	179.820	180.762	181.569	181.916	182.254	182.758		
2012	183.984	185.499	186.280	187.473	187.788	188.489	189.750	191.927	191.833	192.370	192.921	193.237		
2013	194.553	195.505	195.981	196.319	196.727	196.989	198.173	198.736	198.804	199.759	200.004	200.203		
2014	201.169	202.149	202.657	203.084	203.124	203.396	205.022	206.171	206.363	207.633	208.562	209.414		
2015	210.243	211.397	211.738	212.153	212.542	212.863	213.873	215.844	216.173	216.380	217.004	217.386		
2016	218.370	219.036	219.649	220.506	221.360	221.396	221.358	222.554	223.111	223.420	224.399	224.745		
2017	226.411	227.277	227.553	228.133	228.396	228.599	229.008	229.772	230.142	230.614	231.522	231.842		
2018	232.977	233.858	234.215	235.141	235.878	236.493	237.186	238.439	238.512	238.936	241.774	242.204	234.760	239.509
2019	241.606	242.011	242.611	243.490	243.774	244.322	244.943	245.549	245.903	246.741	247.364	247.567	242.969	246.345
2020	248.846	249.751	250.359	250.673	250.921	251.435	252.401	253.974	254.266	254.781			250.331	

241.774 Previous Year NOV 2018 -OCT 2019  
242.204  
241.606  
242.011  
242.611  
243.49  
243.774  
244.322  
244.943  
245.549  
245.903  
246.741 243.744

247.364 Current Year NOV 2019 -OCT 2020  
247.567  
248.846  
249.751  
250.359  
250.673  
250.921  
251.435  
252.401  
253.974  
254.266  
254.781 251.0282

97.10% 100% 2.90%



















**CITY OF HUNTERS CREEK VILLAGE, TEXAS  
MINUTES OF THE REGULAR  
CITY COUNCIL MEETING  
October 27, 2020**

The City Council of the City of Hunters Creek Village, Texas held a regular meeting on Tuesday, October 27, 2020, at City Hall, #1 Hunters Creek Place, Hunters Creek Village, Texas. Members of the public were invited to attend the meeting in person or by video or audio conference.

Present:	Mayor:	Jim Pappas
	Councilmembers:	Stuart Marks Ken Spalding Chip Cowell Jay Carlton Fidel Sapien
	City Attorney:	John Hightower
	City Administrator:	Tom Fullen
	Assistant to City Secretary:	Jennifer Namie (by teleconference)
	City Engineer:	Steve Byington

***With a quorum of the Council Members present, Mayor Jim Pappas called the meeting to order at 6:00 p.m. followed by the pledge of allegiance led by Steve Reichel and a brief prayer by Mayor Pappas.***

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

Randolph Henry addressed Council regarding the trash, overgrown weeds and trees between the frontage road and the freeway lanes on the South side of I-10 and his request that the City begin maintaining that area.

**REPORTS**

Treasurer: City Administrator Tom Fullen, presented the financial report and gave a brief summary.

Police Commission: Steve Reichel, Police Commissioner, presented the police department report.

Fire Commission: Councilman Jay Carlton presented the fire department report and Fire Chief David Foster reported on the progress and budget of the fire station remodel.

Building Official: James Stewart, City Building Official, gave a brief summary of the building report.

City Engineer: Steve Byington, City Engineer, reported on ongoing public work projects.

### **CONSENT AGENDA**

1. Approval of the Minutes of the Regular Meeting on September 22, 2020.
2. Approval of the Cash Disbursement Journal for September, 2020.
3. Approval of the 2021 Holiday Schedule.
4. Approval of an agreement with Harris County Sheriff's Office for housing city prisoners effective January 1, 2021.

**A motion was made by Councilman Spalding to approve the consent agenda. Councilman Carlton seconded the motion. The vote to approve the motion was unanimous.**

**After the approval of the consent agenda, which included approval of the minutes of the September Council meeting, Councilman Sapien noted that the minutes mistakenly showed him as absent.**

**A motion was made by Councilman Sapien to amend the approved September minutes to show that he was present at the meeting. Councilmember Carlton seconded the motion. The vote to approve the motion was unanimous.**

**A motion was made by Councilman Spalding to accept the amended minutes. Councilmember Marks seconded the motion. The vote to approve the motion was unanimous.**

### **REGULAR AGENDA**

1. Discussion and possible action to mow TxDot ROW along the I-10 feeder road adjacent to the City limits of Hunters Creek Village in June, July and September of each year.

**No action was taken on this item.**

2. Discussion and possible action to approve a contract with MC2 Main Lane Industries, Ltd for asphalt paving repairs at various locations on Memorial Drive, with a contract amount of \$297,312.

**A motion was made by Councilman Spalding approve a contract with MC2 Main Lane Industries, Ltd for asphalt paving repairs at various locations on Memorial Drive, with a contract amount of \$297,312. Councilman Sapien seconded. The vote to approve the motion was unanimous.**

3. Discussion and possible action to approve the November and December Regular City Council meeting date (12/08/2020).

**A motion was made by Councilman Spalding to approve the November and December Regular City Council meeting date (12/08/2020). Councilman Marks seconded. The vote to approve the motion was unanimous.**

4. Discussion and possible action to approve an Interlocal Agreement with The Purchasing Cooperative of America and the City of Hunters Creek Village for the purpose of facilitating purchasing operations through cooperative contracting that will result in real savings for PCA Members with discounts resulting from the competitive bid process.

**A motion was made by Councilman Cowell to approve an Interlocal Agreement with The Purchasing Cooperative of America and the City of Hunters Creek Village for the purpose of facilitating purchasing operations through cooperative contracting that will result in real savings for PCA Members with discounts resulting from the competitive bid process Councilman Spalding seconded. The vote to approve the motion was unanimous.**

#### **ADJOURNMENT**

**At 7:06 p.m. a motion was made to adjourn the meeting. The vote to approve the motion was unanimous.**

The meeting was adjourned at 7:06 p.m.

These minutes were approved on the \_\_\_\_ day of December, 2020.

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Jim Pappas, Mayor

ATTEST:

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Tom Fullen, City Administrator  
Acting City Secretary

**CITY OF HUNTERS CREEK VILLAGE, TEXAS  
MINUTES OF THE SPECIAL  
CITY COUNCIL MEETING  
November 19, 2020**

The City Council of the City of Hunters Creek Village, Texas held a special meeting on Thursday, November 19, 2020, at City Hall, #1 Hunters Creek Place, Hunters Creek Village, Texas. Members of the public were invited to attend the meeting in person or by video or audio conference.

Present: Mayor: Jim Pappas

Councilmembers: Stuart Marks  
Ken Spalding  
Chip Cowell  
Jay Carlton

City Attorney: John Hightower (via teleconference)  
City Administrator: Tom Fullen

***With a quorum of the Council Members present, Mayor Jim Pappas called the meeting to order at 9:02 a.m. followed by the pledge of allegiance.***

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

**REGULAR AGENDA**

1. Discussion and possible action to accept the recommendation from the Village Mutual Insurance Group for the employees' medical, dental, vision, Life/AD&D, and long-term disability insurance coverage for 2021.

**A motion was made and seconded to accept the recommendation from the Village Mutual Insurance Group for the employees' medical, dental, vision, Life/AD&D, and long-term disability insurance coverage for 2021. The vote to approve the motion was unanimous.**

2. Discussion and possible action to adopt an ordinance of the City of Hunters Creek Village, Texas, finding that a declared State of Disaster has existed in the City of Hunters Creek since March 13, 2020; Granting the city council's consent to and extension of the Mayor's order declaring the existence of a local state of disaster in the city; containing findings; and making other provisions related to the subject.

**A motion was made and seconded to adopt an ordinance of the City of Hunters Creek Village, Texas, finding that a declared State of Disaster has**



existed in the City of Hunters Creek since March 13, 2020; Granting the city council's consent to and extension of the Mayor's order declaring the existence of a local state of disaster in the city. The vote to approve the motion was unanimous.

**ADJOURNMENT**

**At 9:05 a.m., a motion was made to adjourn the meeting. The vote to approve the motion was unanimous.**

The meeting was adjourned at 9:05 a.m.

These minutes were approved on the \_\_\_\_ day of December, 2020.

\_\_\_\_\_  
Jim Pappas, Mayor

ATTEST:

\_\_\_\_\_  
Tom Fullen, City Administrator  
Acting City Secretary

DRAFT



Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP POOLED-AP POOLED</b>						
0458	AT&T (5019)	10/02/2020	Regular	0.00	711.79	32290
0010	CENTERPOINT ENERGY	10/02/2020	Regular	0.00	26.72	32291
0012	COBB FENDLEY	10/02/2020	Regular	0.00	10,192.50	32292
000796	Engie Resources	10/02/2020	Regular	0.00	8,599.21	32293
0023	GORMAN UNIFORM SERVICE	10/02/2020	Regular	0.00	101.32	32294
000844	Linebarger Goggan Blair & Sampson LLP	10/02/2020	Regular	0.00	2,672.15	32295
0052	MEMORIAL VILLAGES POLICE DEPT - MAIN	10/02/2020	Regular	0.00	158,665.00	32296
0052	MEMORIAL VILLAGES POLICE DEPT - MAIN	10/02/2020	Regular	0.00	3,833.00	32297
0053	MEMORIAL VILLAGES WATER AUTHORITY	10/02/2020	Regular	0.00	6,084.94	32298
0420	PREMIER TREE SERVICE	10/02/2020	Regular	0.00	2,800.00	32299
0085	SHERWIN-WILLIAMS CO	10/02/2020	Regular	0.00	17.89	32300
0103	TEXAS MUNICIPAL RETIREMENT SYSTEM - TMRS	10/02/2020	Regular	0.00	11,334.35	32301
0624	TRANTEX	10/02/2020	Regular	0.00	505.00	32302
0105	VILLAGE FIRE DEPARTMENT	10/02/2020	Regular	0.00	148,805.59	32303
0537	WCA WASTE CORPORATION	10/02/2020	Regular	0.00	41,728.21	32304
0530	xlrINT LLC	10/02/2020	Regular	0.00	87.50	32305
0255	ZERO WASTE USA	10/02/2020	Regular	0.00	702.77	32306
0647	Aflac Worldwide Headquarters	10/15/2020	Regular	0.00	435.96	32307
000849	Alberto Castulo	10/15/2020	Regular	0.00	1,600.00	32308
0005	AT&T (5414)	10/15/2020	Regular	0.00	400.65	32309
000815	BBG Consulting, Inc.	10/15/2020	Regular	0.00	4,160.00	32310
0607	Bownds Wholesale Nursey	10/15/2020	Regular	0.00	3,295.00	32311
0669	C & D Janitor Service, Inc.	10/15/2020	Regular	0.00	795.86	32312
0010	CENTERPOINT ENERGY	10/15/2020	Regular	0.00	26.72	32313
000847	CenterPoint Energy Distribution	10/15/2020	Regular	0.00	6,836.00	32314
0228	CITY OF BUNKER HILL VILLAGE	10/15/2020	Regular	0.00	1,203.74	32315
000796	Engie Resources	10/15/2020	Regular	0.00	4.81	32316
0020	EWING, HOUSTON	10/15/2020	Regular	0.00	80.04	32317
0023	GORMAN UNIFORM SERVICE	10/15/2020	Regular	0.00	101.32	32318
0363	HALL SPRINKLER COMPANY	10/15/2020	Regular	0.00	191.64	32319
0674	Jim Pappas	10/15/2020	Regular	0.00	164.40	32320
000729	Jose Gerardo Garza	10/15/2020	Regular	0.00	640.00	32321
000715	Newton Nurseries West	10/15/2020	Regular	0.00	146.70	32322
0062	NORTHWEST PEST PATROL	10/15/2020	Regular	0.00	1,020.00	32323
0065	OFFICE DEPOT CREDIT PLAN	10/15/2020	Regular	0.00	241.83	32324
0066	OLSON & OLSON LLP	10/15/2020	Regular	0.00	2,615.00	32325
000726	Pitney Bowes (Purchase Power)	10/15/2020	Regular	0.00	520.99	32326
0085	SHERWIN-WILLIAMS CO	10/15/2020	Regular	0.00	1,117.88	32327
0088	SOUTHWEST SIGNAL SUPPLY INC	10/15/2020	Regular	0.00	223.50	32328
0091	STATE COMPTRROLLER	10/15/2020	Regular	0.00	3,317.09	32329
0101	TEXAS MUNICIPAL LEAGUE	10/15/2020	Regular	0.00	15,657.86	32330
000789	Van Sant Landscape Management	10/15/2020	Regular	0.00	6,006.00	32331
0362	VERIZON WIRELESS	10/15/2020	Regular	0.00	39.61	32332
0107	VILLAGES MUTUAL INSURANCE COOPERATIVE	10/15/2020	Regular	0.00	18,322.06	32333
0537	WCA WASTE CORPORATION	10/15/2020	Regular	0.00	41,728.21	32334
0530	xlrINT LLC	10/15/2020	Regular	0.00	442.50	32335
0638-JS	Payment Remittance Center	10/27/2020	Bank Draft	0.00	320.31	DFT0000267
0547-CD	PAYMENT REMITTANCE CENTER	10/27/2020	Bank Draft	0.00	1,500.00	DFT0000268
0517-TF	PAYMENT REMITTANCE CENTER	10/27/2020	Bank Draft	0.00	1,270.08	DFT0000269
0127-EA	PAYMENT REMITTANCE CENTER	10/27/2020	Bank Draft	0.00	932.97	DFT0000270

Check Report

Date Range: 10/01/2020 - 10/31/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0517-TF	PAYMENT REMITTANCE CENTER	10/27/2020	Bank Draft	0.00	2,000.00	DFT0000271

Bank Code AP POOLED Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	59	46	0.00	508,203.31
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	6	5	0.00	6,023.36
EFT's	0	0	0.00	0.00
	<b>65</b>	<b>51</b>	<b>0.00</b>	<b>514,226.67</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	59	46	0.00	508,203.31
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	6	5	0.00	6,023.36
EFT's	0	0	0.00	0.00
	<b>65</b>	<b>51</b>	<b>0.00</b>	<b>514,226.67</b>

### Fund Summary

Fund	Name	Period	Amount
999	POOL	10/2020	514,226.67
			<b>514,226.67</b>



Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP POOLED-AP POOLED</b>						
0647	Aflac Worldwide Headquarters	11/02/2020	Regular	0.00	435.96	32336
0458	AT&T (5019)	11/02/2020	Regular	0.00	712.25	32337
0012	COBB FENDLEY	11/02/2020	Regular	0.00	12,250.46	32338
0018	END-O-PEST	11/02/2020	Regular	0.00	135.00	32339
000796	Engie Resources	11/02/2020	Regular	0.00	3,978.88	32340
0023	GORMAN UNIFORM SERVICE	11/02/2020	Regular	0.00	151.98	32341
0034	HOME SECURITY SYSTEMS INC	11/02/2020	Regular	0.00	1,110.00	32342
000716	Kirwin Law Firm, PLLC	11/02/2020	Regular	0.00	328.00	32343
000844	Linebarger Goggan Blair & Sampson LLP	11/02/2020	Regular	0.00	32.40	32344
0051	MEMORIAL VILLAGES POLICE DEPT - DARE	11/02/2020	Regular	0.00	3,833.00	32345
0051	MEMORIAL VILLAGES POLICE DEPT - DARE	11/02/2020	Regular	0.00	158,665.00	32346
0053	MEMORIAL VILLAGES WATER AUTHORITY	11/02/2020	Regular	0.00	5,688.60	32347
0065	OFFICE DEPOT CREDIT PLAN	11/02/2020	Regular	0.00	96.75	32348
0067	OMNIBASE SERVICES OF TEXAS	11/02/2020	Regular	0.00	138.00	32349
0420	PREMIER TREE SERVICE	11/02/2020	Regular	0.00	2,100.00	32350
0648	Shane's Fence Company	11/02/2020	Regular	0.00	1,900.00	32351
0103	TEXAS MUNICIPAL RETIREMENT SYSTEM - TMRS	11/02/2020	Regular	0.00	11,848.33	32352
0105	VILLAGE FIRE DEPARTMENT	11/02/2020	Regular	0.00	148,805.59	32353
000850	FE Solutions	11/11/2020	Regular	0.00	8,569.80	32354
0005	AT&T (5414)	11/19/2020	Regular	0.00	379.93	32355
000815	BBG Consulting, Inc.	11/19/2020	Regular	0.00	4,120.00	32356
0669	C & D Janitor Service, Inc.	11/19/2020	Regular	0.00	795.86	32357
0228	CITY OF BUNKER HILL VILLAGE	11/19/2020	Regular	0.00	1,076.20	32358
0012	COBB FENDLEY	11/19/2020	Regular	0.00	12,118.76	32359
0013	COWBOY TRUCKING INC	11/19/2020	Regular	0.00	50.00	32360
0020	EWING, HOUSTON	11/19/2020	Regular	0.00	652.10	32361
0023	GORMAN UNIFORM SERVICE	11/19/2020	Regular	0.00	101.32	32362
000851	Government Finance Officers Association of Texas	11/19/2020	Regular	0.00	60.00	32363
0522	MISTER SWEEPER LP	11/19/2020	Regular	0.00	834.00	32364
000715	Newton Nurseries West	11/19/2020	Regular	0.00	498.40	32365
0062	NORTHWEST PEST PATROL	11/19/2020	Regular	0.00	1,020.00	32366
0420	PREMIER TREE SERVICE	11/19/2020	Regular	0.00	2,000.00	32367
000776	Texas Court Clerk Association	11/19/2020	Regular	0.00	55.00	32368
000789	Van Sant Landscape Management	11/19/2020	Regular	0.00	3,178.00	32369
0530	xlrINT LLC	11/19/2020	Regular	0.00	442.50	32370

**Bank Code AP POOLED Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	46	35	0.00	388,162.07
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>46</b>	<b>35</b>	<b>0.00</b>	<b>388,162.07</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	46	35	0.00	388,162.07
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>46</b>	<b>35</b>	<b>0.00</b>	<b>388,162.07</b>

### Fund Summary

Fund	Name	Period	Amount
999	POOL	11/2020	388,162.07
			<b>388,162.07</b>



**CITY OF HUNTERS CREEK VILLAGE  
AGENDA DISCUSSION FORM**

**AGENDA DATE:** **December 8, 2020**  
**AGENDA SUBJECT:** Discussion and possible action to approve a contract with Century Concrete Construction, Inc., in the amount of \$15,025.00, to repair a sidewalk at Memorial and Beinhorn.  
**EXHIBITS:** **Quote from Century Concrete Construction, Inc.**

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Century Concrete Construction Inc.  
 20751 Old Sorters Rd.  
 Porter, TX 77365  
 (281)354-1277  
 Ronnie@centurycci.com

**Estimate**

ADDRESS
CITY OF HUNTERS CREEK VILLAGE

ESTIMATE #	DATE	
6043	11/16/2020	

**JOB NAME**

Sidewalk/Memorial/Beinhorn

ACTIVITY	QTY	RATE	AMOUNT
11/16/2020			
Breakout and removal of existing concrete and debris associated with job.	1,500	2.25	3,375.00
Concrete will consist of 3000 p.s.i. concrete and will be 5" thick . # 3 rebar will be used for reinforcement and placed 18" on center.	1,500	6.00	9,000.00
Backfill around sidewalk with bank sand	1	1,100.00	1,100.00
Safety Barricades	1	750.00	750.00
Grinding lips in various spots	100	8.00	800.00

If you have any questions please give us a call 281-354-1277

**TOTAL**

**\$15,025.00**

Accepted By

Accepted Date





**CITY OF HUNTERS CREEK VILLAGE  
AGENDA DISCUSSION FORM**

**AGENDA DATE:** December 8, 2020

**AGENDA SUBJECT:** Discussion and Possible action to approve a standard form agreement to be used by the City to govern the installation and maintenance of network nodes in public rights-of-way within the City “(Network Node Deployment Agreement”)

**EXHIBITS:**

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**CITY OF HUNTERS CREEK VILLAGE  
AGENDA DISCUSSION FORM**

**AGENDA DATE:** December 8, 2020  
**AGENDA SUBJECT:** Discussion and possible action to approve a Network Node Deployment Agreement (which includes a list of proposed node locations) with Verizon Wireless

**EXHIBITS:**

---

## **CONCEALED NETWORK NODE DEPLOYMENT AGREEMENT**

This Agreement is entered into pursuant to Section 284.056, Section 284.201, and Section 284.301 of the Texas Local Government Code, this \_\_\_\_\_ day of \_\_\_\_\_ 2020 (“**Effective Date**”), by and between the City of Hunters Creek Village, (the “**City**”) and GTE Mobilnet of South Texas LP d/b/a Verizon Wireless (“**Node Operator**”).

**WHEREAS**, Node Operator is a wireless telecommunications Network Provider as that term is defined in Section 284.002 of the Texas Local Government Code (“**Chapter 284**”); and

**WHEREAS**, the majority of City rights-of-way are located in design districts with decorative poles, in municipal parks, and/or adjacent to residential streets not more than 50 feet wide;

**WHEREAS**, the City desires to facilitate deployment of Network Nodes and related equipment in a manner that minimizes the impact on adjacent property owners and users of City rights-of-way; and

**WHEREAS**, a Network Provider may choose to enter into an agreement with the City to obtain advance approval of the locations, specifications and concealment measures for a uniform deployment of multiple Network Nodes within the City;

**WHEREAS**, pursuant to Chapter 284, the City offers this same agreement to any and all Network Providers desiring to install Network Nodes on existing utility poles or on streetlights with concealed Network Nodes and associated equipment in locations where City Poles are installed or planned to be installed in order to streamline the permitting, land use approval and registration processes; and

**WHEREAS**, Node Operator and the City desire to enter into this Agreement to secure authority from the City for Node Operator to install certain Network Nodes, as that term is defined in Chapter 284, and related equipment in the City’s rights-of-way, subject to the City’s Right-of-Way Management Ordinance and the terms and conditions of this Agreement;

**NOW, THEREFORE**, Node Operator and the City mutually agree as follows:

1. Definitions. Unless expressly provided otherwise, all terms used in this Agreement that are expressly defined in Chapter 284 and the City’s Right-of-Way Management Ordinance shall have the same meaning in this Agreement, including but not limited to: Service Poles, Network Node, Network Node Support Poles, Antenna, and Transport Facility. Terms defined in the recitals, above, shall have the meanings provided in the recitals.

- a. “**Approved Node**” means Network Nodes, Network Node Support Poles, Node Operator Poles, ground equipment, Antennas, and any other equipment associated with operation of a Network Node expressly authorized under this Agreement and installed or caused to be installed by Node Operator, including but not limited to any Network Nodes collocated on utility poles.

- b. **“Node Operator”** means GTE Mobilnet of South Texas LP d/b/a Verizon Wireless, its parent company, subsidiaries, affiliates, contractors, agents, subcontractors, successors, assigns, and any other party performing work on an Approved Node.
- c. **“Node Operator Pole”** means a Pole that is also a Node Support Pole containing a concealed Network Node and concealed Network Node equipment, including but not limited to the Antenna and ground equipment, constructed in accordance with the specifications attached as Exhibit B-2, and located in an approved location, as shown on Exhibit A.

2. License Granted. The City hereby grants Node Operator a nonexclusive right to construct and install Node Operator Poles in the approved locations, as shown in Exhibit A, attached and incorporated by reference for all purposes, for purposes of deploying Approved Nodes and related equipment under the terms of this Agreement.

3. Term. The primary term of this Agreement shall be ten (10) years commencing upon the effective date first set forth above. This Agreement may be renewed for additional five (5) year terms upon mutual written approval of the Parties. Following expiration or termination of this Agreement, Approved Nodes that remain in the public right-of-way shall require annual registration in accordance with the City’s Right-of-Way Management Ordinance on the earlier of: (i) the first anniversary of the Effective Date of this agreement following termination or expiration, or (ii) the first date that registration is required under the City’s Right-of-Way Management Ordinance.

4. Consideration. In consideration for streamlined permit processing, waiver of certain construction permit fees, pre-approval of concealment measures, and other good and valuable consideration the sufficiency of which is hereby acknowledged, Node Operator agrees to pay the City the fees required by this Agreement and to construct, install and maintain the Approved Nodes in accordance with the terms of this Agreement, notwithstanding any limitation on the regulatory conditions that may be imposed by the City under Chapter 284. The following fees shall apply to the Approved Nodes:

- a. Application Fee for Network Node Deployment Agreement: \$1,000, one time fee covering all Approved Nodes authorized under this Agreement (This fee is in lieu of construction permits for all Approved Nodes, including Node Operator Poles), due within sixty (60) days of the Effective date of this Agreement;
- b. Annual public right-of-way fee: \$250 per Approved Node, located in the public right-of-way, per year, due each year on or before each anniversary of the Effective Date of this Agreement;
- c. Fiber line fee: \$28 per Approved Node per month for the associated Transport Facility, as such term is defined by Chapter 284, due each year on or before each anniversary of the Effective Date of this Agreement (this amount shall be reduced by the amount if any, of municipal fees paid by the transport service provider for right-of-way access under Chapter 283 of the Texas Local Government Code);

These fees shall apply only to Approved Nodes. All other Network Nodes that are not Approved Nodes under this Agreement or a substantially similar agreement shall be subject to the fees required under the City's Right-of-Way Management Ordinance and applicable law.

5. Requirements Prior to Construction. At least ten (10) days prior to construction or installation of any Approved Network Node, Node Operator shall submit or cause to be submitted an application form to the City in order to provide all necessary information for City records. Further, prior to blocking any street, cutting pavement, beginning construction or maintenance, installing a network node or pole, or any equipment associated with such network node or pole, Node Operator shall require on-site personnel, including any subcontractor, to: (1) contact the City Administrator by telephone at 713-465-2150 or email at tfullen@hunterscreekvillage.com and provide the approximate start date, end date, brief description of work, and any anticipated impact on vehicle or pedestrian traffic; and (2) maintain on their person during work within the City a copy of this Agreement or the applicable permit for any network node or pole not provided for in this Agreement. Node Operator acknowledges that all construction work requiring a permit within the City requires a copy of the permit to be maintained on site. Further, Node Operator acknowledges that failure to comply with City regulations is a violation of law that may result in a citation being issued by the Memorial Villages Police Department.

6. Approved Node Specifications. Approved Nodes (including new poles, antenna and associated equipment for Approved Nodes) shall be installed, constructed and maintained in compliance with the plans and specifications, including the specific concealment measures, attached as Exhibit B (including Exhibit B-1 and Exhibit B-2) and incorporated by reference for all purposes. The City Administrator is authorized to allow modifications in the height of Approved Nodes upon written request from Node Operator; provided, however, no pole installed under this Agreement for an Approved Node shall be taller than thirty-five (35) feet and no Network Node, antenna or other equipment for an Approved Node installed under this Agreement shall be located more than thirty-five (35) feet above the ground except when collocating on utility poles. Further, the City Administrator is authorized to allow modifications in the paint color or concealment measures; provided a written request is submitted in writing by Node Operator prior to installation or construction of the Network Node that includes updated pictures and specifications of the proposed concealment measures for the Network Node, and detailed justification for the request. The Node Operator shall provide a copy of the written request to the owners of the immediately adjacent property. Node Operator acknowledges that pre-approval of the Approved Node specifications and concealment measures is an essential term of the Agreement and that the City would not have entered into this Agreement without the authority to approve these requirements for all Approved Nodes in advance of a Network Node deployment in a manner that minimizes the impact of the Approved Nodes on the surrounding property owners and users of the City's rights-of-way and allows for public input on this Agreement at a City Council meeting. Further, each Approved Node shall comply with the National Electric Code and any other requirements of Chapter 284.

7. Approved Node Locations. Approved Nodes shall be located within five (5) feet of the location shown in Exhibit A, attached and incorporated by reference for all purposes. The City Administrator is authorized to allow modifications in the location of an Approved Node of up to

an additional three (3) feet; provided a written request is submitted in writing by Node Operator prior to installation or construction of the Network Node and includes an updated map showing the proposed location of the Network Node, any changes to the Network Node or pole specifications and concealment measures, and detailed justification for the request. Node Operator acknowledges that pre-approval of the Approved Node locations is an essential term of the Agreement and that the City would not have entered into this Agreement without the authority to approve the specific location of all Approved Nodes in a Network Node deployment in advance in a manner that minimizes the impact of the Approved Nodes on the surrounding property owners and users of the City's rights-of-way and allows for public input on this Agreement at a City Council meeting.

8. Duplicate Locations. In the event that Node Operator intends to install an Approved Node in the same location or any location within 100 feet of an existing Network Node or another Approved Node, Node Operator shall:

- a) submit a request to the City to amend Exhibit A showing an alternate location for the Approved Node that is at least 100 feet from any existing Network Node, whether owned by the same Provider or not;
- b) collocate on the Pole with the existing Network Node in cooperation with the Pole owner;
- c) submit a written request to the City in the form of a Network Node Support Pole application including: (i) a visual representation of the existing location with the proposed Approved Node and/or Node Operator Pole installed, (ii) the Provider's explanation of how the proposed installation will promote uniformity of Network Node deployment within the City, minimize the visual impact on adjacent residents, and avoid interference with users of the City's Rights-of-Way, and (iii) the Node Operator's justification for not collocating on an existing Pole.

9. Node Operator's Maintenance Obligations. Node Operator shall own, maintain, repair, replace, modify, and operate its Network Nodes, Node Operator Poles and related equipment at its sole expense and responsibility. To facilitate Node Operator's undertaking hereunder, City grants to Node Operator a non-exclusive, non-transferable right of access to Node Operator Poles to operate and maintain the Network Nodes, Node Operator Poles and related equipment, subject to the requirements of the City's Right-of-Way Management Ordinance.

10. Removal and Relocation of Nodes. Node Operator shall relocate its Network Nodes at its own expense to an alternative location made available by the City, and acceptable to Node Operator, not later than one hundred eighty (180) days after receiving written notice from the City that removal or relocation of the Node Operator Pole is necessary due to construction, expansion, repair, relocation, or maintenance of a street or other public improvement project.

11. Amendment of Approved Nodes. Node Operator is authorized to request amendments to Exhibits A and B, including requests to delete Approved Node locations, where no Nodes were constructed at those locations or where Nodes have been removed, and to add additional Approved Node locations, at any time during the Term of this Agreement; provided, however, City Council approval shall be required for these amendments except where an additional Approved Node complies with the specification and concealment measures in Exhibit B and is

proposed at a location the City Administrator has approved in writing and no adjacent property owner has objected.

12. Termination. This Agreement may be terminated prior to the expiration of its term by either Party upon written notice to the other Party, if such other Party materially breaches any provision of this Agreement and the breach is not cured within sixty (60) days after receipt of such notice of the breach from the non-breaching Party, or, if the breach cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within such time and diligently pursue the cure to completion.

13. Non-compliance of Approved Nodes. In the event any Approved Node installed in the City is found to be non-compliant with the terms of this Agreement or the City's Right-of-Way Management Ordinance, the City shall provide notice of such noncompliance to Node Operator in accordance with this Agreement and Node Operator shall correct such noncompliance within 30 days or respond to the City in writing with an estimate of the time required to complete any work necessary to correct the noticed violation. Failure to correct the noticed violation(s) within 30 days from the date of the notice may result in a citation issued by law enforcement to Node Operator or other action by the City pursuant to the City's Right-of-Way Management Ordinance.

14. Collocation. Collocation on City Service Poles, to the extent such poles exist, is not authorized under this Agreement. This section is not intended to prevent collocation of the utility poles.

15. No Interference with Network Nodes. Node Operator acknowledges that it has received and reviewed the Right-of-Way Management Ordinance and that this Agreement does not waive any City Code requirements except the requirement to apply for a construction permit and land use approval under the City's Right-of-Way Management Ordinance for Approved Nodes. Pursuant to Section 284.301 of the Texas Local Government Code, Node Operator agrees that none of the provisions in this Agreement materially interfere with the use of Node Operator's Network Nodes.

16. Governmental Immunity; Limitation on Liability. This Agreement serves in lieu of certain permits and land use approvals that would otherwise be issued by the City and Node Operator agrees and acknowledges that this Agreement does not impose any liability on the City, its officers, employees or agents for damage to any equipment, Approved Nodes, poles people, property or taxes except to the extent such damage is caused solely by the negligence or willful misconduct of the City, its officers, employees or agents. Nothing in this Agreement is intended to waive governmental immunity to which the City is entitled.

17. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Texas and applicable federal laws. Venue shall lie in Harris County, Texas.

18. No Waiver. None of the material provisions of this Agreement may be waived or modified except expressly in writing signed by Node Operator and the City. Failure of either Party to require the performance of any term in this Agreement or the waiver by either Party of

any breach thereof shall not prevent subsequent enforcement of this term and shall not be construed or deemed a waiver of any subsequent breach.

19. Notices. Notices required by this Agreement may be given by certified mail, return receipt requested, by depositing the same in the United States mail or with a commercial courier. Either Party shall have the right by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

If to the City:

City of Hunters Creek Village  
1 Hunters Creek Place  
Houston, TX 77024  
Attn: City Administrator

With a copy to:

Olson & Olson  
2727 Allen Pkwy, Ste 600  
Houston, TX 77019  
Attn: John Hightower

If to Node Operator:

GTE MOBILNET SOUTH TEXAS LP  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

With a copy to:

GTE MOBILNET SOUTH TEXAS LP  
d/b/a Verizon Wireless  
600 Hidden Ridge  
Irving, TX 75038  
Attention: Legal Department

Notices shall be deemed effective upon delivery or refusal of delivery.

20. Counterparts and Electronic Copies. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument. A scanned or electronically reproduced copy of this fully executed Agreement shall have the same legal effect as an original signed version of this Agreement.

21. Severability. If one or more provision in this Agreement is found to be invalid, illegal or otherwise unenforceable, all other provisions will remain unaffected and shall be deemed to be in full force and effect. If any provision in this Agreement is found to be invalid, illegal or otherwise unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally intended by the Parties.

22. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, and shall not be modified except by an express written agreement signed by a duly authorized representative of both Parties.



23. Force Majeure. Neither Party shall be responsible for delays in the performance of its obligations caused by events beyond the Party's reasonable control, including, but not limited to, acts of God.
24. Exhibits. All exhibits to this Agreement are hereby made a part hereof as if fully set out herein.
25. Entire Agreement. This Agreement embodies the complete agreement of the Parties, superseding all oral or written previous and contemporary agreements between the Parties relating to this Agreement.
26. Authority to Execute. Any individual executing this Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such Party, and this Agreement is binding upon such Party in accordance with its terms.
27. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties and shall not be construed to confer any benefit or right upon any third party. This Agreement is for the sole benefit of, and may be enforced only by, the Parties to this Agreement. No other third party shall have standing to enforce any provision of this Agreement.
28. Remedies. In the event of any breach of the terms of this Agreement by the either Party, the non-breaching Party shall be entitled to pursue any and all legal and equitable rights and remedies permitted by applicable law.
29. Amendments. Subject to minor modifications by the City Administrator expressly authorized under this Agreement, this Agreement can only be amended by mutual written agreement of the Parties following approval of such amendment by City Council.
30. Assignment. Node Operator may, upon 30 days advance written notice to the City, assign or transfer its rights arising under this Agreement, provided such assignment requires the assignee to assume all the duties and obligations of Node Operator under this Agreement, to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with Node Operator, (ii) shall merge or consolidate with or into Node Operator, (iii) shall succeed to all or substantially all the assets, property and business of Node Operator to which this Agreement relate, or (iv) any affiliate or subsidiary or other party as may be required in connection with any offering, merger, acquisition, recognized security exchange or financing. Under all other circumstances, such assignment or transfer shall require the City's written consent, which consent shall not be unreasonably withheld, delayed or conditioned.
31. Relationship of the Parties. Each Party shall be considered an independent contractor, and no party nor any affiliate of any party shall be considered the agent, partner, fiduciary or employee of any other party, in its performance of any and all duties under any transactions contemplated by this Agreement. No party shall be deemed to have any fiduciary relationship to any other party.

*[Signatures on following page]*

IN WITNESS WHEREOF, the Parties have executed, or caused their respective duly authorized representatives to execute, this Agreement as of the day and year listed below.

CITY OF HUNTERS CREEK  
VILLAGE

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Mayor

ATTEST:

---

City Secretary

NODE OPERATOR

---

GTE Mobilnet of South Texas LP  
By:  
Title:

**Exhibit A – Approved Node Location Listing and Map**

**Exhibit B – Approved Node Specifications and Concealment Measures**

**B-1: specifications for nodes collocated on electric utility poles**

**B-2: specifications for Node Operator Poles, including network nodes**



**CITY OF HUNTERS CREEK VILLAGE  
AGENDA DISCUSSION FORM**

**AGENDA DATE:** December 8, 2020  
**AGENDA SUBJECT:** Discussion and possible action to approve a Network Node Deployment Agreement (which includes a list of proposed node locations) with ExteNet Systems.

**EXHIBITS:**

---

## CONCEALED NETWORK NODE DEPLOYMENT AGREEMENT

This Agreement is entered into pursuant to Section 284.056, Section 284.201, and Section 284.301 of the Texas Local Government Code, this \_\_\_\_\_ day of \_\_\_\_\_ 2020 (“**Effective Date**”), by and between the City of Hunters Creek Village, (the “**City**”) and \_\_\_\_\_ (“**Node Operator**”).

**WHEREAS**, Node Operator is a wireless telecommunications Network Provider as that term is defined in Section 284.002 of the Texas Local Government Code (“**Chapter 284**”); and

**WHEREAS**, the majority of City rights-of-way are located in design districts with decorative poles, in municipal parks, and/or adjacent to residential streets not more than 50 feet wide;

**WHEREAS**, the City desires to facilitate deployment of Network Nodes and related equipment in a manner that minimizes the impact on adjacent property owners and users of City rights-of-way; and

**WHEREAS**, a Network Provider may choose to enter into an agreement with the City to obtain advance approval of the locations, specifications and concealment measures for a uniform deployment of multiple Network Nodes within the City;

**WHEREAS**, pursuant to Chapter 284, the City offers this same agreement to any and all Network Providers desiring to install Network Nodes on existing electric utility poles or on streetlights with concealed Network Nodes and associated equipment in locations where City Poles are installed or planned to be installed in order to streamline the permitting, land use approval and registration processes; and

**WHEREAS**, Node Operator and the City desire to enter into this Agreement to secure authority from the City for Node Operator to install certain Network Nodes, as that term is defined in Chapter 284, and related equipment in the City’s rights-of-way, subject to the City’s Right-of-Way Management Ordinance and the terms and conditions of this Agreement;

**NOW, THEREFORE**, Node Operator and the City mutually agree as follows:

1. Definitions. Unless expressly provided otherwise, all terms used in this Agreement that are expressly defined in Chapter 284 and the City’s Right-of-Way Management Ordinance shall have the same meaning in this Agreement, including but not limited to: Service Poles, Network Node, Network Node Support Poles, Antenna, and Transport Facility. Terms defined in the recitals, above, shall have the meanings provided in the recitals.

- a. “**Approved Node**” means Network Nodes, Network Node Support Poles, Node Operator Poles, ground equipment, Antennas, and any other equipment associated with operation of a Network Node expressly authorized under this Agreement and installed or caused to be installed by Node Operator, including but not limited to any Network Nodes collocated on utility poles.

- b. **“Node Operator”** means \_\_\_\_\_, its parent company, subsidiaries, affiliates, contractors, agents, subcontractors, successors, assigns, and any other party performing work on an Approved Node.
- c. **“Node Operator Pole”** means a Pole that is also a Node Support Pole containing a concealed Network Node and concealed Network Node equipment, including but not limited to the Antenna and ground equipment, constructed in accordance with the specifications attached as Exhibit B-2, and located in an approved location, as shown on Exhibit A.

2. License granted. The City hereby grants Node Operator a nonexclusive right to construct and install Node Operator Poles in the approved locations, as shown in Exhibit A, attached and incorporated by reference for all purposes, for purposes of deploying Approved Nodes and related equipment under the terms of this Agreement.

3. Term. The primary term of this Agreement shall be ten (10) years commencing upon the effective date first set forth above. This Agreement may be renewed for additional five (5) year terms upon mutual written approval of the Parties. Following expiration or termination of this Agreement, Approved Nodes that remain in the public right-of-way shall require annual registration in accordance with the City’s Right-of-Way Management Ordinance on the earlier of: (i) the first anniversary of the Effective Date of this agreement following termination or expiration, or (ii) the first date that registration is required under the City’s Right-of-Way Management Ordinance.

4. Consideration. In consideration for streamlined permit processing, waiver of certain construction permit fees, pre-approval of concealment measures, and other good and valuable consideration the sufficiency of which is hereby acknowledged, Node Operator agrees to pay the City the fees required by this Agreement and to construct, install and maintain the Approved Nodes in accordance with the terms of this Agreement, notwithstanding any limitation on the regulatory conditions that may be imposed by the City under Chapter 284. The following fees shall apply to the Approved Nodes:

- a. Application Fee for Network Node Deployment Agreement: \$1,000, one time fee covering all Approved Nodes authorized under this Agreement (This fee is in lieu of construction permits for all Approved Nodes, including Node Operator Poles), due within sixty (60) days of the Effective date of this Agreement;
- b. Annual public right-of-way fee: \$250 per Approved Node, located in the public right-of-way, per year, due each year on or before each anniversary of the Effective Date of this Agreement;
- c. Fiber line fee: \$28 per Approved Node per month for the associated Transport Facility, as such term is defined by Chapter 284, due each year on or before each anniversary of the Effective Date of this Agreement (this amount shall be reduced by the amount if any, of municipal fees paid by the transport service provider for right-of-way access for the associated Transport Facility under Chapter 283 of the Texas Local Government Code);



These fees shall apply only to Approved Nodes. All other Network Nodes that are not Approved Nodes under this Agreement or a substantially similar agreement shall be subject to the fees required under the City's Right-of-Way Management Ordinance and applicable law.

5. Requirements Prior to Construction. At least ten (10) days prior to construction or installation of any Approved Network Node, Node Operator shall submit or cause to be submitted an application form to the City in order to provide all necessary information for City records. Further, prior to blocking any street, cutting pavement, beginning construction or maintenance, installing a network node or pole, or any equipment associated with such network node or pole, Node Operator shall require on-site personnel, including any subcontractor, to: (1) contact the City Administrator by telephone at 713-465-2150 or email at tfullen@hunterscreekvillage.com and provide the approximate start date, end date, brief description of work, and any anticipated impact on vehicle or pedestrian traffic; and (2) maintain on their person during work within the City a copy of this Agreement or the applicable permit for any network node or pole not provided for in this Agreement. Node Operator acknowledges that all construction work requiring a permit within the City requires a copy of the permit to be maintained on site. Further, Node Operator acknowledges that failure to comply with City regulations is a violation of law that may result in a citation being issued by the Village Police Department.

6. Approved Node Specifications. Approved Nodes (including new poles, antenna and associated equipment for Approved Nodes) shall be installed, constructed and maintained in compliance with the plans and specifications, including the specific concealment measures, attached as Exhibit B (including Exhibit B-1 and Exhibit B-2) and incorporated by reference for all purposes. The City Administrator is authorized to allow modifications in the height of Approved Nodes upon written request from Node Operator; provided, however, no pole installed under this Agreement for an Approved Node shall be taller than thirty-five (35) feet and no Network Node, antenna or other equipment for an Approved Node installed under this Agreement shall be located more than thirty-five (35) feet above the ground except when collocating on utility poles. Further, the City Administrator is authorized to allow modifications in the paint color or concealment measures; provided a written request is submitted in writing by Node Operator prior to installation or construction of the Network Node that includes updated pictures and specifications of the proposed concealment measures for the Network Node, and detailed justification for the request. The Node Operator shall provide a copy of the written request to the owners of the immediately adjacent property. Node Operator acknowledges that pre-approval of the Approved Node specifications and concealment measures is an essential term of the Agreement and that the City would not have entered into this Agreement without the authority to approve these requirements for all Approved Nodes in advance of a Network Node deployment in a manner that minimizes the impact of the Approved Nodes on the surrounding property owners and users of the City's rights-of-way and allows for public input on this Agreement at a City Council meeting. Further, each Approved Node shall comply with the National Electric Code and any other requirements of Chapter 284.

7. Approved Node Locations. Approved Nodes shall be located within five (5) feet of the location shown in Exhibit A, attached and incorporated by reference for all purposes. The City Administrator is authorized to allow modifications in the location of an Approved Node of up to

an additional three (3) feet; provided a written request is submitted in writing by Node Operator prior to installation or construction of the Network Node and includes an updated map showing the proposed location of the Network Node, any changes to the Network Node or pole specifications and concealment measures, and detailed justification for the request. Node Operator acknowledges that pre-approval of the Approved Node locations is an essential term of the Agreement and that the City would not have entered into this Agreement without the authority to approve the specific location of all Approved Nodes in a Network Node deployment in advance in a manner that minimizes the impact of the Approved Nodes on the surrounding property owners and users of the City's rights-of-way and allows for public input on this Agreement at a City Council meeting.

8. Duplicate Locations. In the event that multiple Providers intend to install an Approved Node in the same location or any location within 100 feet of an existing Network Node, the Provider shall:

- a) submit a request to the City to amend Exhibit A showing an alternate location for the Approved Node that is at least 100 feet from any existing Network Node, whether owned by the same Provider or not;
- b) collocate on the Pole with the existing Network Node in cooperation with the Provider of the existing Network Node;
- c) replace the Pole with an Node Operator Pole that conceals multiple Network Nodes in cooperation with the Provider of the existing Network Node; or
- d) submit a written request to the City in the form of a Network Node Support Pole application including: (i) a visual representation of the existing location with the proposed Approved Node and/or Node Operator Pole installed, (ii) the Provider's explanation of how the proposed installation will promote uniformity of Network Node deployment within the City, minimize the visual impact on adjacent residents, and avoid interference with users of the City's Rights-of-Way, and (iii) the Provider's justification for not collocating with an existing Network Node.

9. Node Operator's Maintenance Obligations. Node Operator shall own, maintain, repair, replace, modify, and operate its Network Nodes, Node Operator Poles and related equipment at its sole expense and responsibility. To facilitate Node Operator's undertaking hereunder, City grants to Node Operator a non-exclusive, non-transferable right of access to Node Operator Poles to operate and maintain the Network Nodes, Node Operator Poles and related equipment, subject to the requirements of the City's Right-of-Way Management Ordinance.

10. Removal and Relocation of Nodes. Node Operator shall relocate its Network Nodes at its own expense to an alternative location made available by the City, and acceptable to Node Operator, not later than one hundred eighty (180) days after receiving written notice from the City that removal or relocation of the Node Operator Pole is necessary due to construction, expansion, repair, relocation, or maintenance of a street or other public improvement project.

11. Amendment of Approved Nodes. Node Operator is authorized to request amendments to Exhibits A and B, including requests to delete Approved Node locations, where no Nodes were constructed at those locations or where Nodes have been removed, and to add additional Approved Node locations, at any time during the Term of this Agreement; provided, however,

City Council approval shall be required for these amendments except where an additional Approved Node complies with the specification and concealment measures in Exhibit B and is proposed at a location the City Administrator and adjacent property owner have approved in writing.

12. Termination. This Agreement may be terminated prior to the expiration of its term by either Party upon written notice to the other Party, if such other Party materially breaches any provision of this Agreement and the breach is not cured within sixty (60) days after receipt of such notice of the breach from the non-breaching Party, or, if the breach cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within such time and diligently pursue the cure to completion.

13. Non-compliance of Approved Nodes. In the event any Approved Node installed in the City is found to be non-compliant with the terms of this Agreement or the City's Right-of-Way Management Ordinance, the City shall provide notice of such noncompliance to Node Operator in accordance with this Agreement and Node Operator shall correct such noncompliance within 30 days or respond to the City in writing with an estimate of the time required to complete any work necessary to correct the noticed violation. Failure to correct the noticed violation(s) within 30 days from the date of the notice may result in a citation issued by law enforcement to Node Operator or other action by the City pursuant to the City's Right-of-Way Management Ordinance.

14. Collocation. Collocation on City Service Poles, to the extent such poles exist, is not authorized under this Agreement. This section is not intended to prevent collocation of the utility poles.

15. No Interference with Network Nodes. Node Operator acknowledges that it has received and reviewed the Right-of-Way Management Ordinance and that this Agreement does not waive any City Code requirements except the requirement to apply for a construction permit and land use approval under the City's Right-of-Way Management Ordinance for Approved Nodes. Pursuant to Section 284.301 of the Texas Local Government Code, Node Operator agrees that none of the provisions in this Agreement materially interfere with the use of Node Operator's Network Nodes.

16. Governmental Immunity; Limitation on Liability. This Agreement serves in lieu of certain permits and land use approvals that would otherwise be issued by the City and Node Operator agrees and acknowledges that this Agreement does not impose any liability on the City, its officers, employees or agents for damage to any equipment, Approved Nodes, poles people, property or taxes Nothing in this Agreement is intended to waive governmental immunity to which the City is entitled.

17. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Texas and applicable federal laws. This Agreement shall be governed by the law of the State of Texas. Venue shall lie exclusively in Harris County, Texas.

18. No Waiver. None of the material provisions of this Agreement may be waived or modified except expressly in writing signed by Node Operator and the City. Failure of either Party to require the performance of any term in this Agreement or the waiver by either Party of any breach thereof shall not prevent subsequent enforcement of this term and shall not be construed or deemed a waiver of any subsequent breach.

19. Notices. Notices required by this Agreement may be given by certified mail by depositing the same in the United States mail or with a commercial courier. Either Party shall have the right by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

If to the City:

City of Hunters Creek Village  
1 Hunters Creek Place  
Houston, TX 77024  
Attn: City Administrator

With a copy to:

Olson & Olson  
2727 Allen Pkwy, Ste 600  
Houston, TX 77019  
Attn: John Hightower

If to Node Operator:

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

With a copy to:

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

Notices shall be deemed effective upon delivery or refusal of delivery.

20. Counterparts and Electronic Copies. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument. A scanned or electronically reproduced copy of this fully executed Agreement shall have the same legal effect as an original signed version of this Agreement.

21. Severability. If one or more provision in this Agreement is found to be invalid, illegal or otherwise unenforceable, all other provisions will remain unaffected and shall be deemed to be in full force and effect. If any provision in this Agreement is found to be invalid, illegal or otherwise unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally intended by the Parties.

22. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, and shall not be modified except by an express written agreement signed by a duly authorized representative of both Parties.

23. Force Majeure. Neither Party shall be responsible for delays in the performance of its obligations caused by events beyond the Party's reasonable control, including, but not limited to, acts of God.
24. Exhibits. All exhibits to this Agreement are hereby made a part hereof as if fully set out herein.
25. Entire Agreement. This Agreement embodies the complete agreement of the Parties, superseding all oral or written previous and contemporary agreements between the Parties relating to this Agreement.
26. Authority to Execute. Any individual executing this Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such Party, and this Agreement is binding upon such Party in accordance with its terms.
27. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties and shall not be construed to confer any benefit or right upon any third party. This Agreement is for the sole benefit of, and may be enforced only by, the Parties to this Agreement. No other third party shall have standing to enforce any provision of this Agreement.
28. Remedies. In the event of any breach of the terms of this Agreement by the either Party, the non-breaching Party shall be entitled to pursue any and all legal and equitable rights and remedies permitted by applicable law.
29. Amendments. Subject to minor modifications by the City Administrator expressly authorized under this Agreement, this Agreement can only be amended by mutual written agreement of the Parties following approval of such amendment by City Council.
30. Assignment. Node Operator may, upon 30 days advance written notice to the City, assign or transfer its rights arising under this Agreement, provided such assignment requires the assignee to assume all the duties and obligations of Node Operator under this Agreement, to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with Node Operator, (ii) shall merge or consolidate with or into Node Operator, (iii) shall succeed to all or substantially all the assets, property and business of Node Operator to which this Agreement relate, or (iv) any affiliate or subsidiary or other party as may be required in connection with any offering, merger, acquisition, recognized security exchange or financing. Under all other circumstances, such assignment or transfer shall require the City's written consent, which consent shall not be unreasonably withheld, delayed or conditioned.
31. Relationship of the Parties. Each Party shall be considered an independent contractor, and no party nor any affiliate of any party shall be considered the agent, partner, fiduciary or employee of any other party, in its performance of any and all duties under any transactions contemplated by this Agreement. No party shall be deemed to have any fiduciary relationship to any other party.

*[Signatures on following page]*

IN WITNESS WHEREOF, the Parties have executed, or caused their respective duly authorized representatives to execute, this Agreement as of the day and year listed below.

CITY OF HUNTERS CREEK  
VILLAGE

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Mayor

ATTEST:

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City Secretary

NODE OPERATOR

---

Company Name

By:

Title:

**Exhibit A – Approved Node Location Listing and Map**



**Exhibit B – Approved Node Specifications and Concealment Measures**

**B-1: specifications for nodes collocated on electric utility poles**

**B-2: specifications for Node Operator Poles, including network nodes**



**CITY OF HUNTERS CREEK VILLAGE  
AGENDA DISCUSSION FORM**

**AGENDA DATE:** **December 8, 2020**

**AGENDA SUBJECT:** Discussion and possible action to amend the 2021 budget to include \$685,000 in the Facility Fund for the renovations of the Memorial Villages Fire Department, with the proviso that it will not increase the Cities' assessment but will be funded to the extent necessary by transfer of ambulance billing funds, currently held by the Department or collected in the future.

**EXHIBITS:** **Letter from MVPD Fire Chairman**

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# Village Fire Department



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

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

*The Honorable Brian T. Muecke*

Mayor, City of Hedwig Village

*The Honorable Russell Herron*

Mayor, City of Hilshire Village

*The Honorable Jim Pappas*

Mayor, City of Hunters Creek Village

*The Honorable Mark Kobelan*

Mayor, City of Piney Point Village

*The Honorable Marcus Vajdos*

Mayor, City of Spring Valley Village

October 29, 2020

Re: Facility Renovations

Dear Mayors:

As you know, the Village Fire Commission has awarded the construction contract for renovation of the fire station and solidified the other cost elements involved in the renovation.

The budget for the construction costs, soft costs and dispatch equipment is \$ 5,700,311. A copy of the budget worksheet prepared by the program manager is attached for your convenience. It has been expected that, to the extent dollars were required over and above the Cities' assessments for the Facility Fund for 2019 and 2020, those funds would come from the ambulance billing funds and not additional assessments. To appropriately reflect that, the Commission has voted to request amendment to the 2021 budget, with that proviso.

In order to confirm this, we would ask that you put on your City's agenda and approve amending the 2021 budget to include \$ 685,000 in the Facility Fund for the renovations, with the proviso that it will not increase the Cities' assessment but will be funded to the extent necessary by transfer of ambulance billing funds, currently held by the Department or collected in the future.

The Commission also voted to transfer funds from the Compensated Absence Fund (currently \$ 11,258) to the Facility Fund and discontinue the Compensated Absence Fund, as the Commission feels it is now unnecessary. We would ask that you place on your agenda and approve this action.

Respectfully,

*Allen Carpenter*

Allen Carpenter,  
Chairman