## CITY OF

CITY ADMINNISTRATOR
Tom Fullen, CPM

Notice is hereby given of regular meeting of the City Council of Hunters Creek Village, Texas, to be held on Tuesday, January 26, 2021 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/94413195986?pwd=NnNUd01rYIdRMEpPMVJ0d1dXeHdOQT09
2) Enter the following Access Code or Meeting Number: 94413195986
3) Enter the following Attendee ID or Numeric Meeting Password 864120.

## AUDIO

1) Call the following toll free number +1 3462487799 US (Houston)
2) Enter the following Access Code or Meeting Number: $\mathbf{9 4 5} \mathbf{4 2 6 5} 9132$.
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 ; or 2) calling him at 713-465-2150.
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. 6-16
3. Fire Commissioner Monthly Report Pgs. 17-20
4. Building Official Monthly Report Pgs. 21-41
5. City Engineer and Public Works Report Pgs. 42-43
6. City Administrator Report

- Entry Sign Beautification

7. Mayor and Council Reports and Comments
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.
8. Approval of the Minutes of the Regular Meeting on December 8, 2020. Pgs. 44-47
9. Approval of the Minutes of the Special Meeting on December 21, 2020. Pgs. 48-49
10. Approval of the Cash Disbursement Journal for December, 2020.Pgs. 50-52

## F. REGULAR AGENDA

1. Discussion and possible action to approve the purchase of a new phone system from Hooper Communications in the amount of \$12,594.00. Pgs. 53-55
2. Discussion and possible action to designate a representative and alternate representative to the Houston-Galveston Area Council 2021 General Assembly. Pgs. 56-57
3. Discussion and possible action to adopt a resolution of the City of Hunters Creek Village, Texas: confirming that, the City Council has reviewed the City's Investment Policy and investment strategies; and making other provisions related to the subject. Pgs. 58-60
4. Discussion and possible action to consider an amendment to the Memorial Village Police Department's 2020 Budget to reflect intra-budget transfers made during the year. Pgs. 61-62
5. Discussion and possible action to approve an increase to the mowing contract with Van Sant Landscape Management in the amount of \$4,200.00 to supplement TX Dot's mowing of the I-10 access road adjacent to Hunters Creek Village city limits. Pgs. 63-64
6. Discussion and possible action to approve an Ordinance of the City of Hunters Creek Village, Texas, providing for the holding of a General Election on May 1, 2021, for the purpose of electing three (3) Council Members (Mayor, Position Nos. 4, and 5); and providing details relating to the holding of the election. Pgs. 65-69
7. Discussion and possible action regarding the City's 2021 Arbor Day program. Pgs. 70-73
8. Discussion and possible action to approve the purchase and planting of trees by Bill Bownds Nursery in the amount of \$11,910.00 along the East and West side of Voss Road. Pgs. 74-75
9. Discussion and possible action to approve Amendment No. 65 to the engineering contract with Cobb Fendley in the amount of \$22,000.00 for Engineering Services associated with the Pavement Repairs to Ripple Creek Drive. Pg. 76
10. Discussion and possible action to approve a proposal from Hall Sprinkler Co. in the amount of $\$ 10,860.00$ for the installation of an irrigation system for the tree planting along the East and West sides of Voss Rd.Pgs. 77-78
11. 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. 79
12. Discussion and possible action to approve a Network Node Deployment Agreement (which includes a list of proposed node locations) with Verizon Wireless. Pgs. 80-109
13. Discussion and possible action to approve a Network Node Deployment Agreement (which includes a list of proposed node locations) with ExteNet Systems. Pgs. 110-151
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.
H. RECONVENE into Open Session and consider action, if any, on items discussed during Executive Session.
I. ADJOURNMENT

## 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: January 22, 2021 at 3:30 p.m. and remained so posted continuously for at least 72 hours before said meeting was convened.

/s/<br>Tom Fullen, City Administrator<br>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 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

# City of Hunters Creek Village <br> Monthly Tax Office Report <br> December 31, 2020 

Prepared by: Tiffany D. Morawiec, Tax Assessor/Collector
A. Current Taxable Value
\$ 3,071,380,993
B. Summary Status of Tax Levy and Current Receivable Balance:

|  |  | $\begin{gathered} \text { Current } \\ 2020 \\ \text { Tax Year } \end{gathered}$ | 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 |  | 585,961.30 |  | 192,704.13 |  | 778,665.43 |
| Adjusted Levy |  | 5,884,631.59 |  | 5,888,784.90 |  | 11,773,416.49 |
| Less Collections Y-T-D |  | 2,582,930.05 |  | 5,717,133.89 |  | 8,300,063.94 |
| Receivable Balance | \$ | 3,301,701.54 | \$ | 171,651.01 |  | 3,473,352.55 |

## C. COLLECTION RECAP:

Current
2020

Current Month: $\quad$ Tax Year
Base Tax \$ 1,940,737.06
Penalty \& Interest
Attorney Fees
Other Fees
Total Collections

| Tax Year |  |
| :---: | :---: |
| $\$$ | $1,940,737.06$ |
|  | - |
|  | 3.70 |
| $\$$ | $1,940,740.76$ |

Current
2020

| Year-To-Date: | Tax Year |  |
| :--- | :---: | :---: |
| Base Tax: | $\$$ | $2,582,930.05$ |
| Penalty \& Interest |  | - |
| Attorney Fees |  | 3.70 |
| Other Fees |  |  |


| Delinquent <br> 2019 \& Prior <br> Tax Years |  |  |  |
| :---: | :---: | :---: | ---: |

Percent of Adjusted Levy $43.89 \%$


Budget Report
Account Summary
For Fiscal: 2020 Period Ending: 12/31/2020

|  |  |  |  |  |
| :--- | :--- | ---: | ---: | ---: | ---: | ---: |
|  |  |  |  |  |


|  |  | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | $\begin{array}{r} \text { Variance } \\ \text { Favorable } \\ \text { (Unfavorable) } \end{array}$ | Percent <br> Remaining |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 100-02-72502 | CITY ENGINEER | 75,000.00 | 75,000.00 | 4,018.82 | 45,429.89 | 29,570.11 | 39.43 \% |
| 100-02-78504 | TCEQ PHIII STORMWATER PERMIT | 7,500.00 | 7,500.00 | 0.00 | 2,414.51 | 5,085.49 | 67.81 \% |
| 100-03-72001 | VILLAGE FIRE DEPARTMENT | 1,785,667.00 | 1,785,667.00 | 74,402.79 | 1,785,667.07 | -0.07 | 0.00 \% |
| 100-03-72005 | MEMORIAL VILLAGES POLICE DEPT. | 1,949,987.00 | 1,949,987.00 | 0.00 | 1,865,396.00 | 84,591.00 | 4.34 \% |
| 100-04-72015 | GARBAGE SERVICE | 635,000.00 | 635,000.00 | 83,456.42 | 459,010.31 | 175,989.69 | 27.71 \% |
| 100-04-72021 | STREET LIGHTS-CITY | 60,000.00 | 60,000.00 | 7,102.14 | 51,444.12 | 8,555.88 | 14.26 \% |
| 100-04-72057 | OFFICE SUPP/PRINTING - PW | 2,000.00 | 2,000.00 | 1,527.70 | 1,782.50 | 217.50 | 10.88 \% |
| 100-04-72062 | TRAVEL/TRAINING - PW | 8,500.00 | 8,500.00 | 917.05 | 1,067.05 | 7,432.95 | 87.45 \% |
| 100-04-72070 | MOSQUITO FOGGING CONTRACT | 12,500.00 | 12,500.00 | 0.00 | 8,925.00 | 3,575.00 | 28.60 \% |
| 100-04-72091 | MEMBERSHIPS/SUBS PW | 1,000.00 | 1,000.00 | 0.00 | 125.00 | 875.00 | 87.50 \% |
| 100-04-72205 | UNIFORMS-PW | 3,500.00 | 3,500.00 | 354.62 | 2,715.88 | 784.12 | 22.40 \% |
| 100-04-72500 | PW-BUILDING INSPECTIONS | 60,000.00 | 60,000.00 | 6,120.00 | 51,360.00 | 8,640.00 | 14.40 \% |
| 100-04-72520 | TRUCK MAINTENANCE | 15,000.00 | 15,000.00 | 1,025.43 | 7,641.93 | 7,358.07 | 49.05 \% |
| 100-04-72530 | TRAFFIC LIGHT MAINTENANCE | 3,500.00 | 3,500.00 | 0.00 | 1,832.50 | 1,667.50 | 47.64 \% |
| 100-04-72540 | MOWING CONTRACT | 50,000.00 | 50,000.00 | 6,806.00 | 57,971.00 | -7,971.00 | -15.94 \% |
| 100-04-72541 | CONTRACT LABOR | 35,000.00 | 35,000.00 | 2,975.00 | 5,550.00 | 29,450.00 | 84.14 \% |
| 100-04-72560 | LANDSCAPING | 30,000.00 | 30,000.00 | 7,677.37 | 23,966.18 | 6,033.82 | 20.11 \% |
| 100-04-75510 | RENTAL/PURCHASE EQUIPMENT | 15,000.00 | 15,000.00 | -1,152.17 | 2,697.84 | 12,302.16 | 82.01 \% |
| 100-04-75550 | TRAFFIC SIGNS | 3,000.00 | 3,000.00 | 911.96 | 2,948.56 | 51.44 | 1.71 \% |
| 100-04-76500 | STREET \& DRAINAGE MAINTENANCE | 100,000.00 | 100,000.00 | 12,345.61 | 106,602.70 | -6,602.70 | -6.60\% |
| 100-04-78050 | BUILDING MAINTENANCE | 30,000.00 | 30,000.00 | 982.70 | 12,899.31 | 17,100.69 | 57.00 \% |
| 100-04-78051 | JANITORIAL SERVICE BLDG MAINTEN... | 9,000.00 | 9,000.00 | 795.86 | 9,550.32 | -550.32 | -6.11\% |
| 100-04-78063 | STORM DISASTER FUND | 300,000.00 | 300,000.00 | 0.00 | 0.00 | 300,000.00 | 100.00 \% |
| 100-04-78540 | URBAN FORESTER | 15,000.00 | 15,000.00 | 0.00 | 6,230.00 | 8,770.00 | 58.47 \% |
| 100-04-78544 | CREDIT CARD PROCESSING FEES | 3,000.00 | 3,000.00 | 282.82 | 2,988.51 | 11.49 | 0.38 \% |
| 100-05-73000 | JUDGES \& PROSECUTORS | 45,000.00 | 45,000.00 | 1,127.50 | 10,804.75 | 34,195.25 | 75.99 \% |
| 100-05-73020 | JURY DUTY FEES | 300.00 | 300.00 | 0.00 | 0.00 | 300.00 | 100.00 \% |
| 100-05-73025 | WARRANTS ISSUED | 500.00 | 500.00 | -2,614.55 | 546.00 | -46.00 | -9.20\% |
| 100-05-73030 | COURT SUPPLIES \& PRINTING | 2,500.00 | 2,500.00 | 0.00 | 1,047.35 | 1,452.65 | 58.11 \% |
| 100-05-73031 | COURT TECHNOLOGY | 1,500.00 | 1,500.00 | 0.00 | 539.00 | 961.00 | 64.07 \% |
| 100-05-73032 | COURT SECURITY | 1,800.00 | 1,800.00 | 0.00 | 1,019.55 | 780.45 | 43.36 \% |
| 100-05-73034 | COURT MEMBERSHIPS \& SUBSCRIPTI... | 500.00 | 500.00 | 0.00 | 55.00 | 445.00 | 89.00 \% |
| 100-05-73035 | COURT-TRAVEL \& TRAINING | 1,500.00 | 1,500.00 | 0.00 | 310.00 | 1,190.00 | 79.33 \% |
| 100-05-73044 | CREDIT CARD FEES | 3,000.00 | 3,000.00 | 97.86 | 1,383.19 | 1,616.81 | 53.89 \% |
| 100-05-73045 | COURT TAX PD TO STATE | 70,000.00 | 70,000.00 | 2,782.25 | 24,211.89 | 45,788.11 | 65.41 \% |
| 100-06-75041 | COMPUTER EQUIP. \& SOFTWARE | 9,000.00 | 9,000.00 | -10,398.77 | 5,835.41 | 3,164.59 | 35.16 \% |
| 100-06-78064 | CAPITAL RESERVE | 200,000.00 | 200,000.00 | 0.00 | 0.00 | 200,000.00 | 100.00 \% |
|  | Expense Total: | 6,747,980.00 | 6,747,980.00 | 339,561.68 | 5,673,300.92 | 1,074,679.08 | 15.93 \% |
|  | AL GOVERNMENT (01) Surplus (Deficit): | 678,655.00 | 678,655.00 | -114,283.65 | 1,985,750.59 | 1,307,095.59 | -192.60 \% |

## Fund: 200 - CAPITAL IMPROVEMENTS (02)

## Expense

| 200-01-75038 | STREET AND MAINTANANCE - RECUR... | 500,000.00 | 500,000.00 | 97,564.00 | 174,483.36 | 325,516.64 | 65.10 \% |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 200-01-75042 | CIP ENG. \& DESIGN | 100,000.00 | 100,000.00 | 1,815.00 | 52,211.90 | 47,788.10 | 47.79 \% |
| 200-01-75050 | REFORESTATION | 20,000.00 | 20,000.00 | 0.00 | 4,945.00 | 15,055.00 | 75.28 \% |
| 200-01-75051 | I-10 NOISE ABATEMENT | 46,800.00 | 46,800.00 | 0.00 | 46,800.00 | 0.00 | 0.00 \% |
| 200-01-75053 | OUTFALL REPAIRS | 350,000.00 | 350,000.00 | 1,742.50 | 259,605.43 | 90,394.57 | 25.83 \% |
| 200-01-75056 | TRAFFIC LIGHT MAST ARMS | 275,000.00 | 410,000.00 | 113,655.41 | 129,385.43 | 280,614.57 | 68.44 \% |
| 200-01-75059 | CCTV | 0.00 | 0.00 | 407.25 | 22,032.64 | -22,032.64 | 0.00 \% |
| 200-01-75060 | SIDEWALK REPLACEMENT | 50,000.00 | 50,000.00 | 15,025.00 | 15,025.00 | 34,975.00 | 69.95 \% |
| 200-01-75064 | STREET REPLACEMENT-BEINHORN W... | 2,000,000.00 | 2,000,000.00 | 0.00 | 33,500.00 | 1,966,500.00 | 98.33 \% |
|  | Expense Total: | 3,341,800.00 | 3,476,800.00 | 230,209.16 | 737,988.76 | 2,738,811.24 | 78.77 \% |
|  | Fund: 200 - CAPITAL IMPROVEMENTS (02) Total: | 3,341,800.00 | 3,476,800.00 | 230,209.16 | 737,988.76 | 2,738,811.24 | 78.77 \% |
|  | Report Surplus (Deficit): | -2,663,145.00 | -2,798,145.00 | -344,492.81 | 1,247,761.83 | 4,045,906.83 | 144.59 \% |


| Account Typ... | Original Total Budget | Current <br> Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Fund: 100 - GENERAL GOVERNMENT (01) |  |  |  |  |  |  |
| Revenue | 7,426,635.00 | 7,426,635.00 | 225,278.03 | 7,659,051.51 | 232,416.51 | 3.13 \% |
| Expense | 6,747,980.00 | 6,747,980.00 | 339,561.68 | 5,673,300.92 | 1,074,679.08 | 15.93 \% |
| Fund: 100 - GENERAL GOVERNMENT (01) Surplus (Deficit): | 678,655.00 | 678,655.00 | -114,283.65 | 1,985,750.59 | 1,307,095.59 | -192.60 \% | Fund: 200 - CAPITAL IMPROVEMENTS (02) Expense


|  | 3,341,800.00 | 3,476,800.00 | 230,209.16 | 737,988.76 | 2,738,811.24 | 78.77 \% |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Fund: 200 - CAPITAL IMPROVEMENTS (02) Total: | 3,341,800.00 | 3,476,800.00 | 230,209.16 | 737,988.76 | 2,738,811.24 | 78.77 \% |
| Report Surplus (Deficit): | -2,663,145.00 | -2,798,145.00 | -344,492.81 | 1,247,761.83 | 4,045,906.83 | 144.59 \% |


| Fund | Original <br> Total Budget | Current <br> Total Budget | Period <br> Activity | Fiscal <br> Activity | Variance <br> Favorable <br> (Unfavorable) |
| :--- | ---: | ---: | ---: | ---: | ---: |
| 100 - GENERAL GOVERNMENT (01) | $678,655.00$ | $678,655.00$ | $-114,283.65$ | $1,985,750.59$ | $1,307,095.59$ |
| $200-$ CAPITAL IMPROVEMENTS (02) | $-3,341,800.00$ | $-3,476,800.00$ | $-230,209.16$ | $-737,988.76$ | $2,738,811.24$ |
|  | $\mathbf{- 2 , 6 6 3 , 1 4 5 . 0 0}$ | $\mathbf{- 2 , 7 9 8 , 1 4 5 . 0 0}$ | $\mathbf{- 3 4 4 , 4 9 2 . 8 1}$ | $\mathbf{1 , 2 4 7 , 7 6 1 . 8 3}$ | $\mathbf{4 , 0 4 5 , 9 0 6 . 8 3}$ |

2020 Municipal Court Recap

|  | Year2018 |  |  |  |  | Year2019 |  |  |  |  | Year2020 |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Month | Total Cases | Citations vs | Revenues* | Retained | Remitted | Total Cases | Citations vs | Revenues* | Retained | Remitted | Total Cases | Citations vs | Revenues* | Retained | Remitted |
|  | Filed | Warnings |  | by City | to State | Filed | Warnings |  | by City | to State | Filed | Warnings |  | by City | 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/OW | \$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/ 84 W | \$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 | \$7,895 | 211 | 97C/114W | \$17,680 | \$11,762 | \$5,918 | 59 | 33C/26W | \$3,677 | \$2,787 | \$890 |
| Nov. | 319 | 146C/173W | \$20,600 | \$13,133 | \$7,467 | 239 | 104C/135W | \$15,556 | \$10,226 | \$5,330 | 79 | 56C/23W | \$3,072 | \$2,154 | \$918 |
| Dec. | 241 | 99C/142W | \$30,790 | \$20,308 | \$10,482 | 180 | 71C/109W | \$20,823 | \$14,825 | \$5,998 | 64 | 34C/30W | \$3,351 | \$2,438 | \$975 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| TOTAL | 2496 | 1,310C/1186 | \$203,215 | \$130,009 | \$73,117 | 3041 | 1360C/1568 | \$221,643 | \$149,089 | \$72,554 | 887 | 440C/447W | \$83,682 | \$59,484 | \$24,261 |

TO: MVPD Police Commissioners
FROM: R. Schultz, Chief of Police
REF: December Monthly Report
During the month of December MVPD responded/handled a total of 6,436 calls/incidents. 4,813 House watch checks were conducted. 265 traffic stops were initiated with 248 citations being issued for 460 violations. (Note: 20 Assists in Hedwig, 84 in Houston, 6 in Spring Valley and 0 in Hillshire)

Calls/Events by Village were:

| Village | Calls/YTD | House Watches/YTD | Accidents | Citations | Response Time |
| :--- | :---: | :---: | :---: | :---: | :---: |
| Bunker Hill: | $2205 / 34182$ | $1790 / 30460$ | 1 | 86 | $2 @ 3: 36$ |
| Piney Point: | $1824 / 25843$ | $1345 / 22003$ | 3 | 98 | $11 @ 2: 59$ |
| Hunters Creek: | $2265 / 35623$ | $1677 / 30831$ | 9 | 64 | $\underline{9 @ 3: 39}$ |
|  |  |  |  |  | $22 @ 3: 19$ |

Type and frequency of calls for service/citations include:

| Call Type | $\#$ | Call Type | $\#$ |  | Citations |
| :--- | ---: | :--- | ---: | :--- | ---: |
| False Alarms: | 259 |  | Ord. Violations: | 22 |  |
| Accidents: | 13 |  | Information: | 47 |  |
| Exp. Registration: | 54 |  |  |  |  |
| ALPR Hits: | 73 |  | Suspicious Situations: | 136 |  |
| Assist Fire: | 87 |  | Nelfare Checks: | 47 | No License |
| Assist EMS: | 54 |  |  | Stop Sign | 43 |
| Ans |  |  |  | 15 |  |

This month the department generated a total of 77 police reports.

| Crimes Against of Persons | (2) |
| :--- | :---: |
| Agg Assault (DV) | 2 |

Crimes Against Property (28)

| Burglary of a Motor Vehicle | 2 |  | 3 |  |
| :--- | ---: | :--- | :--- | :--- |
| Fraud/ID | 15 |  | Motor Vehicle Theft | 3 |
| Theft Misd. | 6 |  | Credit Card Abuse | 1 |
|  |  | Unlawful Use of a Motor Vehicle | 1 |  |

## Petty/Quality of Life Crimes/Events (47)

ALPR Hits (valid) 8

Misc. Reports 35
Overdose 1
Arrest Summary: Individuals Arrested (12)
Warrants 4

Vandalism
2
Mental Health Order
Class 3 Arrests
5

Felony
DWI

2
1

| Budget YTD: | Expense | Budget | $\%$ |
| :---: | ---: | ---: | ---: |
| - Personnel Expense: | $4,757,898$ | $4,815,125$ | $98.8 \%$ |
| - Operating Expense: | 800,242 | 896,837 | $89.2 \%$ |
| - Total M\&O Expenditures: | $5,558,140$ | $5,711,962$ | $97.8 \%$ |
| - Capital Expenses: | 138,150 | 138,000 | $100 \%$ |
| - Net Expenses: | $5,726,290$ | $5,849,962$ | $98 \%$ |

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

- The 2021 RFP for employee Health Care Insurance providers has been initiated.

This year will also include supplemental Insurance, Vision and Dental Insurance.
Personnel Changes/Issues/Updates

- Two officers were placed on COVID leave as the result of an exposure to a confirmed positive family member. One employee has returned to duty.
- Annual Evaluations were completed for all employees.
- All employees finished up completing the 2020 physical assessments. Due to COVID protocols they were self-assessments. As a result of the testing, one employee is being set-up with a physical conditioning plan to assist him with improving his anaerobic condition.
- 2020 Annual Physical Examinations were completed, and documentation received by the HR manager.
- One of our CID detectives has decided to rotate patrol in January. An opening for a detective has been posted and a selection process has been initiated. 8 officers have showed interest in the CID position.
- Dispatch personnel held their annual work bid and have made seniority-based shift changes.
- Eligible Personnel have been scheduled to receive approved annual salary adjustments effective 1/2/21.


## Major/Significant Events

- On December 17, 2020 officers escorted the Annual Twinkle Light Parade through Bunker Hill. The department also had 2 floats in the parade. Attendance was high and there were no issues with traffic.
- $12 / 30 / 20$ at 14:00 Hours. Officers dealt with a resident who had been threatening suicide and making threats to harm others. Officers attempted to negotiate with the subject who refused to communicate with them. The subject attempted to flee from his home and was taken into custody by officers. The subject was found to be in possession of an assault rifle, handgun and 160 rounds of ammunition.
Status Update on any Major Projects
- MVPD participated in pre-construction meetings with BH and BHE Staff for the construction and traffic management plan for the new school. A signage plan was put together, and an operational plan prepared for first the 90 days of the project.
- The ALPR project completed 2020 with 61 stolen vehicle recoveries, 5 Missing persons recoveries and 1 fugitive apprehension. The value of the recovered stolen vehicles was estimated at $\$ 1.1$ million dollars.

V-LINC new registrations in December: +28
$\mathrm{BH}-1291(+11)$
PP - 898 (+6)

HC - 1356 (+8)
Out of Area - 449 (+3

| Priority Events | Average Response Times |
| :---: | :---: |
| Total - 7 | 2:55 |
| Fire - 2 | 2:48 |
| EMS-5 | 3:06 |
| By Village |  |
| BH Fire - 0 | 0 |
| BH EMS - 1 | 4:18 |
| PP Fire - 1 | 2:12 |
| PP EMS - 2 | 1:54 |
| HC Fire -1 | 2:43 |
| HC EMS -2 | 3:41 |

Combined VFD Events (Priority + Radio)
Total-57 3:38

Fire $-42 \quad 3: 40$
EMS - $15 \quad 3: 37$

Radio Call Events
Total-50 3:46
Fire- $40 \quad 3: 43$
EMS-10 3:55



2020 Total Incidents

| 2020 | Crimes <br> Against <br> Persons | Crimes <br> Against <br> Property | Quality of Life Incidents | Total | Arrests | Incidents | House <br> Checks | $\begin{gathered} \text { YTD BH } \\ \text { INC } \end{gathered}$ | $\begin{gathered} \text { YTD BH } \\ \text { HC } \end{gathered}$ | YTD PP INC | YTD PP HC | YTD HC <br> INC | $\begin{gathered} \text { YTD HC } \\ \text { HC } \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 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 | 2 | 18 | 48 | 68 | 5 | 5827 | 4861 | 2047 | 1815 | 1323 | 1073 | 2346 | 1965 |
| December | 2 | 28 | 47 | 77 | 12 | 6436 | 4813 | 2205 | 1790 | 1824 | 1345 | 2265 | 1677 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Total | 19 | 269 | 591 | 879 | 178 | 96885 | 83432 | 34182 | 30460 | 25843 | 22003 | 35623 | 30831 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |


| 2019 Totals | 19 | 159 | 1001 | 1179 | 580 | 113459 | 91672 | 40711 | 34541 | 28785 | 22638 | 40905 | 34223 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Difference | 0 | (+100) | (-410) | (-300) | (-402) | (-16574) | (-8240) | (-6529) | (-4081) | (-2942) | (-635) | (-5312) | (-3392) |
| \% Change | 0 | 69.1 | -40.9 | -25.4 | -69.3 | -14.6 | -8.9 | -16 | -16 | -10.2 | -2.8 | -12.9 | -9.9 |



[^0]



| Num | Plate | Vehicle | Loc | Val | Links |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | KHM2376 | Ford F350 | 22 | $\$$ | $48,000.00$ | Drugs-Meth | $1 / 5 / 2021$ |


| 2021 Value | $\$ 48,000.00$ |
| :--- | :--- | ---: |
| 2020 Value | $\$ 1,147,500.00$ |
| 2019 Value | $\$ 438,000.00$ |
| Program Total | $\$ 1,633,500.00$ |

INVESTIGATIVE LEADS

| 1 | $2 \begin{array}{lll}2 & 3 & 4\end{array}$ |  |  | 5 | 6 | 7 | 8 | 9 | $10 \quad 11$ |  | 12 | 13 14 15 |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Total Number of Incidents 2020 |  |  | Life Threatening (LT) EMS Incidents |  |  |  |  | Life Threatening (LT) Fire Incidents |  |  | \% of 2020 Calls are: |  |  |  |
|  |  |  |  |  | Natl Stand. 6:30 | of $90 \%$ | Natl. Stand 10:30 | of $90 \%$ | \# LT Fire | Natl Stand. 6:50 | of 90\% |  |  | Fire Alarms | \% of Fire Calls |
|  | Fire | EMS | Total | \# LT EMS | 1st Resp. Time |  | ALS Resp Time |  |  | Response Time |  | Fire | EMS |  |  |
| Bunker Hill Village | 157 | 137 | 294 | 54 | 4:15 | 100\% | 6:16 | 100\% | 15 | 6:09 | 100\% | 53\% | 47\% | 61 | 39\% |
| Hedwig Village | 189 | 200 | 389 | 114 | 3:28 | 100\% | 3:28 | 100\% | 24 | 3:41 | 100\% | 49\% | 51\% | 70 | 37\% |
| Hilshire Village | 17 | 34 | 51 | 11 | 3:10 | 100\% | 6:22 | 100\% | 2 | 5:37 | 100\% | 33\% | 67\% | 6 | 35\% |
| Hunters Creek Village | 281 | 149 | 430 | 54 | 3:55 | 100\% | 5:52 | 100\% | 22 | 4:39 | 100\% | 65\% | 35\% | 100 | 36\% |
| Piney Point Village | 225 | 137 | 362 | 52 | 3:07 | 100\% | 5:41 | 100\% | 15 | 5:14 | 100\% | 62\% | 38\% | 115 | 51\% |
| Spring Valley Village | 212 | 180 | 392 | 76 | 2:19 | 100\% | 4:53 | 100\% | 18 | 4:51 | 100\% | 54\% | 46\% | 47 | 22\% |
| Houston | 196 | 0 | 196 |  |  |  |  |  |  |  |  |  |  |  |  |
| Totals | 1277 | 837 | 2114 | 361 | 3:22 | 100\% | 5:25 | 100\% | 96 | 5:02 | 100\% | 60\% | 40\% | 399 | 37\% |

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 $\mathbf{3 0}$ seconds. Column 6: Reflects the year to date, first responder's response times for each jurisdiction.
Column 7, Row A, Reflects the National Standard of the percentage of calls which the national standard should be met: $\mathbf{9 0 \%}$ Column 7: Reflects the year to date, percentage of calls which the national standard is met during life threatening EMS calls.
Column $\mathbf{8}$ Row A: Reflects the National Standard for total response time for life threatening EMS calls for arrival of Advanced Life Support Equipment and Personnel: $\mathbf{1 0}$ minutes $\mathbf{3 0}$ seconds. Column 8: Reflects the year to date, Advanced Life Support equipment and personnel response time for life threatening calls within each jurisdiction. Column 9 Row A, Reflects the National Standard of the percentage of calls which the ALS standard should be met: $90 \%$ Column 9: Reflects the year to date, percentage of calls, which the national standards is met of ALS response for each jurisdiction. Column 10: Reflects the year to date, number of life threatening "Fire Type" calls within each jurisdiction. Column 11: Reflects the year to date, average total response time to fire type calls within each jurisdiction.
Column 12: Reflects the year to date, percentage of life threatening fire type calls which meet or exceed the National Standard. Column 13: Reflects the year to date, percentage of calls which our "fire type" calls.
Column 14: Reflects the year to date, percentage of call which our "EMS" calls.
Column 15: Reflects the year to date number of Fire Alarms within each jurisdiction.
Column 16: Reflects the percentage of fire type calls which are fire alarms.




## FIRE DEPARTMENT

ISO Class I

## 2020 Annual Report




Number of general plans reviewed by Fire Marshal: 77
Number of sprinkler systems reviewed: 177
Number of fire inspections:
Number of tours in the station and at schools:
\% of homes with fire sprinkler systems:

Total hours of fire and EMS training:
9153.32

Significant Projects:

- Began construction of fire station addition \& renovation.
- Received Replacement Fire Engine.
- Developed and Initiated COVID 19 protocols.
- Built and operating new Fire \& EMS Dispatch Center.
- Initiated new Computer Aid Dispatch and Record Management System.

| Number of Responses by Truck: |  |
| :--- | :---: |
| Engine 1 | 1591 |
| Engine 2 | 162 |
| Ladder I | 514 |
| Rescue 1 | 1104 |
| Rescue 2 | 167 |
| Rescue 3 | 33 |
| Deputy Chief | 407 |

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

## Building Official Monthly Report

Prepared January 12, 2020 for the January 26, 2020 meeting.

Mayor and Council,
Please find attached the Building Officials Monthly Report for December 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 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | $\begin{gathered} \# \\ \text { Issued } \end{gathered}$ | $\begin{gathered} \$ \\ \text { Fees } \end{gathered}$ | $\begin{gathered} \hline \text { \# New } \\ \text { Res } \\ \hline \end{gathered}$ | $\begin{gathered} \# \\ \text { Issued } \end{gathered}$ | $\begin{gathered} \$ \\ \text { Fees } \end{gathered}$ | $\begin{gathered} \# \\ \text { Issued } \end{gathered}$ | $\begin{gathered} \$ \\ \text { Fees } \end{gathered}$ | $\begin{gathered} \# \\ \text { Issued } \end{gathered}$ | $\begin{gathered} \$ \\ \text { Fees } \end{gathered}$ |  |
|  |  |  |  |  |  |  |  |  |  |  |
| 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 |
| Total | 288 | \$367,632 | 26 | 175 | \$30,600 | 366 | \$63,080 | 830 | \$461,312 | \$66,509,858 |

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

| Month | Building |  |  | Electrical |  | Mech \& Plumbing |  | Total |  | Valuation |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | $\begin{gathered} \# \\ \text { Issued } \end{gathered}$ | $\begin{gathered} \$ \\ \text { Fees } \end{gathered}$ | \# New Res | $\begin{gathered} \# \\ \text { Issued } \\ \hline \end{gathered}$ | $\begin{gathered} \$ \\ \text { Fees } \end{gathered}$ | $\begin{gathered} \# \\ \text { Issued } \end{gathered}$ | $\begin{gathered} \$ \\ \text { Fees } \end{gathered}$ | $\begin{gathered} \# \\ \text { Issued } \end{gathered}$ | $\begin{gathered} \$ \\ \text { Fees } \end{gathered}$ |  |
| 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 |
| Total | 289 | \$207,265 | 13 | 144 | \$23,855 | 341 | \$53,842 | 774 | \$284,962 | \$37,778,448 |


| City of Hunters Creek VillagePermit Activity Report (Issued) - 2020 |  |  |  |  |  |  |  |  |  | Valuation \$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Month | Building |  |  | Electrical |  | Mech \& Plumbing |  | Total |  |  |
|  | $\begin{gathered} \# \\ \text { Issued } \end{gathered}$ | $\begin{gathered} \$ \\ \text { Fees } \end{gathered}$ | \# New Res | $\begin{gathered} \# \\ \text { Issued } \end{gathered}$ | $\begin{gathered} \$ \\ \text { Fees } \end{gathered}$ | $\begin{gathered} \# \\ \text { Issued } \end{gathered}$ | $\begin{gathered} \$ \\ \text { Fees } \end{gathered}$ | $\begin{gathered} \# \\ \text { Issued } \end{gathered}$ | $\begin{gathered} \$ \\ \text { Fees } \end{gathered}$ |  |
| 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 | 27 | \$4,284 | 0 | 6 | \$700 | 12 | \$1,215 | 45 | \$6,199 | \$1,174,925 |
| Total | 274 | \$312,050 | 11 | 162 | \$29,600 | 304 | \$51,045 | 740 | \$392,693 | \$76,523,789 |

City of Hunters Creek Village

| Inspection Activity Report -2019 |  |  |  |  |  |
| :--- | :--- | :--- | :--- | :--- | :--- |
|  | Inspections Performed | Inspections Passed | \% Passed | Inspections Failed | \% Failed |
|  |  |  |  |  |  |
| Month |  |  |  |  |  |
|  |  |  |  |  |  |
| January |  |  |  |  |  |
| February |  |  |  |  |  |
| March |  |  |  |  |  |
| April |  |  |  |  |  |
| May |  |  |  |  |  |
| June |  |  |  |  |  |
| July |  |  |  |  |  |
| August |  |  |  |  |  |
| September |  |  |  |  |  |
| October |  |  |  |  |  |
| November |  |  |  |  |  |
| December |  |  |  |  |  |
|  | 125 |  |  |  |  |
| Total |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

## City of Hunters Creek Village

Inspection Activity Report - 2020

|  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: |
|  | Inspections Performed | Inspections Passed | \% Passed | Inspections Failed | \% Failed |
|  |  |  |  |  |  |
| Month |  |  |  |  |  |
|  | 112 |  |  |  | 12 |
| January | 161 | 100 | 89.0 | 11.0 |  |
| February | 149 | 134 | 83.2 | 27 | 16.8 |
| March | 203 | 137 | 91.9 | 12 | 8.1 |
| April | 199 | 171 | 84.2 | 32 | 15.8 |
| May | 164 | 165 | 82.9 | 34 | 17.1 |
| June | 228 | 138 | 84.1 | 26 | 15.9 |
| July | 159 | 193 | 84.6 | 35 | 15.4 |
| August | 167 | 140 | 88.1 | 19 | 11.9 |
| September | 155 | 138 | 82.6 | 29 | 17.4 |
| October | 108 | 127 | 81.9 | 28 | 18.1 |
| November | 134 | 89 | 82.4 | 19 | 17.6 |
| December |  | 110 | 82.1 | 24 | 17.9 |
|  | 1939 |  |  |  |  |
| Total |  | 1642 | 84.8 |  |  |


| Reinsp Result <br> Fee? |  |  |
| :--- | :--- | :--- |
| No | Pass |  |
| No | Pass |  |
| No | Pass |  |
| No | NC | Disapproved Work not started |
| No | NC | Disapproved Work not started |
| No | NC | Disapproved Work not started |
| No | NC | Disapproved Work not started |
| No | NC | Disapproved Work not started |
| No | Pass |  |
| No | Pass |  |
| No | Pass |  |
| No | Pass |  |
|  | Pass |  |

Vehicle ID:

| 202000695 | $\begin{array}{l}\text { 907 Warrington } \\ \text { Court }\end{array}$ |
| :---: | :--- |
| 202000643 | $\begin{array}{l}10733 \text { Old } \\ \text { Coach Ln }\end{array}$ |
| 202000659 | $\begin{array}{l}701 \text { Kuhlman } \\ \text { Road }\end{array}$ |
| 202000695 | $\begin{array}{l}\text { 907 Warrington } \\ \text { Court }\end{array}$ |

Court
202000695907 Tarrington
Court
Odometer Permit \# Address

| 202000695 | $\begin{array}{l}907 \text { Tarrington } \\ \text { Court }\end{array}$ |
| :---: | :--- |
| 202000643 | $\begin{array}{l}10733 \text { Old } \\ \text { Coach Ln }\end{array}$ |
| 202000659 | $\begin{array}{l}701 \text { Kuhlman } \\ \text { Road }\end{array}$ |
| 202000695 | $\begin{array}{l}\text { 907 Warrington } \\ \text { Court }\end{array}$ |

иоұ6u!ue_ 206 g69000Z0Z
20200069007 Tarrington
Court
907 T
Court
202000028717 W
2000028 CREEKSIDE
DR
$\square$
-

,

| 202000472 | 627 <br> Saddlewood Ln | E Final | $12 / 3 / 20$ |
| :---: | :--- | :--- | :--- |
| 202000676 | FD Steel | 12806 | $12 / 3 / 20$ |

BBG Consulting,

| 202000126 | 30 <br> Dr | Willowend | M Hood V |
| :---: | :--- | :--- | :--- |

20200045210733 Old
30 Willowend
Dr
$202000452 \begin{aligned} & \text { 10733 Old } \\ & \text { Coach Ln }\end{aligned}$
202000472627
202000126
-
12/3/20
12/3/20
20200067610806
BBG Consulting, Inc (BBG)
Inspections with Odometer Readings, by Inspector and Vehicle

| Inspections with Odometer Readings, by Inspector and Vehicle |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Timberglen Drive |  |  |  |  |  |  |
| 202000031 | 717 W CREEKSIDE DR | M Final | 12/4/20 |  | No | Pass |  |
| 202000678 | 10814 Oak Hollow St | P UnderG | 12/4/20 |  | No | Pass |  |
| 202000690 | 10806 Oak Hollow St | M Final | 12/4/20 |  | No | Pass |  |
| 202000695 | 907 Tarrington Court | E Underg | 12/4/20 | Y | No | Pass | [ Entered 12/2/2020 by BBG ]: Disapproved Work not started |
| 202000695 | 907 Tarrington Court | E Rough | 12/4/20 | Y | No | Pass | [ Entered 12/2/2020 by BBG ]: Disapproved Work not started |
| 202000695 | 907 Tarrington Court | TCl | 12/4/20 | Y | No | Pass | [ Entered 12/2/2020 by BBG ]: Disapproved Work not started |
| 202000696 | 907 Tarrington Court | P GL \& GT | 12/4/20 | Y | No | Pass | [ Entered 12/2/2020 by BBG ]: Disapproved Work not started |
| 202000696 | 907 Tarrington Court | P UnderG | 12/4/20 | Y | No | Pass | [ Entered 12/2/2020 by BBG ]: Disapproved Work not started |
| 201900352 | $\begin{aligned} & 10841 \\ & \text { BEINHORN } \\ & \text { RD } \end{aligned}$ | Frame R | 12/7/20 | Y | No | PPass | Approved partial, Per engineers letter dated (12/1/20); Excludes floor joist for sleeping loft; Floor joist are over span per IRC table R502.3 <br> [ Entered 10/27/2020 by BBG ]: <br> Contractor cancelled on site. |
| 202000695 | 907 Tarrington Court | E Final | 12/7/20 |  | No | Pass |  |
| 202000696 | 907 Tarrington Court | P Final | 12/7/20 |  | No | Pass |  |
| 201900443 | $\begin{aligned} & 10901 \text { LITTLE } \\ & \text { LISA LN } \end{aligned}$ | Bld-Final | 12/8/20 |  | No | Pass |  |
| 201900545 | 717 W CREEKSIDE DR | Bld-Final | 12/8/20 |  | No | Pass |  |
| 202000062 | 11000 Hunters Park Drive | Insulation | 12/8/20 |  | No | NC | Disapproved - No Access; Gate Locked at 8:27am |
| 202000242 | 10650 | E Rough | 12/8/20 | Y | No | Pass | Approved, as marked on plans - See EL2.01AB |


| Readings, by Inspector and Vehicle |  |  |
| :---: | :---: | :---: |
|  |  | EL2.01 C EL2.01D |
| No | Pass |  |
| No | NC | Disapproved - No Access; No answer or call back from contact number |
| No | Pass |  |
| No | Pass |  |
| No | Pass |  |
| No | Pass | [ Entered 12/3/2020 by james ]: <br> No power to vent hood. No power to back bathroom exhaust fan(1st floor). Unable to check operation. <br> [ Entered 11/25/2020 by james ]: <br> No Electricity on at house. Unable to check system operation, vent hood, exhaust fans. |
| No | Pass |  |
| No | Pass |  |
| No | Pass |  |
| No | Pass |  |
| No | Pass |  |
| No | Pass | [ Entered 12/9/2020 by BBG ]: <br> Disapproved - No Access; No answer or call back from contact number |
| No | Pass | [ Entered 12/8/2020 by BBG ]: |

## Park Drive

Inspections with Odometer Readings, by Inspector and Vehicle

1/13/2021

Inspections with Odometer Readings，by Inspector and Vehicle
เレ／てレ рәдәృuヨ
swə！！sno！＾ə』 Entered 12／14／2020 by BBG ］： Disapproved－Provide anchor bolts within 12
inches of ends and a minimum of two per section of sill plates；Portal framing as detailed on S3．03， $32 \times 12$ headers at fireplace；Blocking at parallel truss lines，per detail 1：S4．1
reports．buildingdepartment．com／reportOptions．action？exportType＝2\＆description＝\＆submitRun＝Run\＆reportld＝27

|  |  |  |  |  |  |  |  |  |  |  |  |  |  | $\begin{aligned} & \dot{0} \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \end{aligned}$ |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | $0$ | $\begin{aligned} & \infty \\ & \underset{\sim}{\infty} \\ & \underset{\sim}{2} \end{aligned}$ | $\begin{aligned} & \infty \\ & \underset{\sim}{0} \\ & \tilde{0} \end{aligned}$ | $\begin{aligned} & \infty \\ & 0 \\ & 0 \end{aligned}$ | $\begin{aligned} & \infty \\ & 0 \\ & 0 \end{aligned}$ | $\begin{aligned} & \infty \\ & \underset{\sim}{\infty} \\ & \hline \end{aligned}$ | $\begin{aligned} & \infty \\ & \underset{\sim}{\infty} \end{aligned}$ | $\begin{aligned} & \infty \\ & \underset{\sim}{\infty} \\ & \tilde{\sim} \end{aligned}$ | $\begin{aligned} & \infty \\ & \underset{\sim}{\infty} \\ & \hline \end{aligned}$ | $\begin{aligned} & \infty \\ & \underset{\sim}{\infty} \\ & \hline \end{aligned}$ | $\begin{aligned} & \infty \\ & \underset{\sim}{\infty} \\ & \hline \end{aligned}$ | $\begin{aligned} & \infty \\ & \underset{\sim}{\infty} \\ & \hline \end{aligned}$ | $\begin{aligned} & \infty \\ & \underset{\sim}{\infty} \end{aligned}$ | $0$ | \% | ¢ |
| ㅇ | 은 | ㅇ | ㅇ | ㅇ | ㅇ | ㅇ | 은 | ㅇ | 은 | ㅇ | ㅇ | 은 | 은 | ㅇ | 은 | ㅇ |



| /13/2021 | ns with Odometer Readings, by Inspector and Vehicle |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | CREEKSIDE DR | Marshall |  |  |  |  |  |
|  | 202000306 | 7611 River Point Dr | Fire Marshall | 12/16/20 |  | No | Pass |  |
|  | 202000519 | $\begin{aligned} & 10650 \\ & \text { Beinhorn Rd } \end{aligned}$ | Fire Marshall | 12/17/20 |  | No | Pass |  |
| Inspections |  | Begin Odometer |  | End Odometer |  |  | Miles | Avg Miles per Inspection |
| 5 |  |  |  |  |  |  | 0 | 0.0 |
| James Stewart (james) |  |  |  |  |  |  |  |  |
| Odometer Permit \# |  | Address | Insp Type | Date | Reinsp? Reinsp Result Fee? |  |  | Correction Notes |
| Vehicle ID: |  |  |  |  |  |  |  |  |
|  | 202000644 | 10814 Oak Hollow St | FD-Piers | 12/1/20 |  | No | Pass |  |
|  | 202000027 | 745 W CREEKSIDE DR | M Final | 12/2/20 |  | No | Pass |  |
|  | 202000138 | 10710 Marsha Lane | M Final | 12/3/20 | Y | No | NC | No power to vent hood. No power to back bathroom exhaust fan(1st floor). Unable to check operation. <br> [ Entered 11/25/2020 by james ]: <br> No Electricity on at house. Unable to check system operation, vent hood, exhaust fans. |
|  | 202000702 | 922 Boros Dr | E TCI | 12/3/20 |  | No | Pass |  |
|  | 202000612 | $\begin{aligned} & 210 \\ & \text { TIMBERWILDE } \\ & \text { LN } \end{aligned}$ | FD Steel | 12/4/20 |  | No | Pass |  |
|  | 202000569 | 10926 Walwick Drive | E Underg | 12/7/20 |  | No | Pass |  |
|  | 202000570 | 10926 Walwick Drive | P UnderG | 12/7/20 |  | No | Pass |  |
| - | 202000570 | 10926 Walwick Drive | P GL \& GT | 12/7/20 |  | No | Pass |  |
|  | 202000655 | $311$ <br> Lindenwood | P Layout | 12/7/20 |  | No | Pass |  |

nspections with Odometer Readings, by Inspector and Vehicle
Inspections with Odometer Readings, by Inspector and Vehicle

| 3/2021 | Inspections with Odometer Readings, by Inspector and Vehicle |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Drive |  |  |  |  |  |  |
|  | 202000673 | 410 Thamer Circle | Foundation | 12/8/20 |  | No | Pass |  |
|  | 202000715 | 7 Pinewood Circle | Foundation | 12/10/20 |  | No | Pass | Approved per Engineer Letter. |
|  | 201600635 | $\begin{aligned} & 10802 \\ & \text { HUNTERS } \\ & \text { FOREST DR } \end{aligned}$ | Frame R | 12/15/20 | Y | No | Pass | Per Engineer Letter. <br> [ Entered 11/3/2020 by BBG ]: <br> Disapproved - Not all of the previous items have been addressed and the updated letter from the engineer and drawings have also not been provided <br> [ Entered 10/21/2020 by BBG ]: <br> Disapproved - Contractor has made multiple structural changes Contractor will have engineer approve and resubmit structural changes |
|  | 201600635 | $\begin{aligned} & 10802 \\ & \text { HUNTERS } \\ & \text { FOREST DR } \end{aligned}$ | H-Strap | 12/15/20 | Y | No | Pass | Per Engineer Letter. <br> [ Entered 11/3/2020 by BBG ]: <br> Disapproved - Not all of the previous items have been addressed and the updated letter from the engineer and drawings have also not been provided <br> [ Entered 10/21/2020 by BBG ]: <br> Disapproved - Contractor has made multiple structural changes Contractor will have engineer approve and resubmit structural changes |
|  | 201900752 | 7611 River Point Dr | E Final | 12/16/20 |  | No | PPass | Interior Areas Only |
|  | 201900754 | 7611 River Point Dr | P Final | 12/16/20 |  | No | PPass | Interior Areas ONLY |
|  | 202000608 | 7611 River Point Dr | M Final | 12/16/20 |  | No | PPass | Interior Areas Only |
|  | 201900064 | 7611 River Point Dr | Bld-Final | 12/17/20 |  | No | PPass | Interior Areas Only |
|  | 202000669 | $730 \mathrm{E}$ CREEKSIDE | FD-Piers | 12/28/20 |  | No | Pass |  |

reports.buildingdepartment.com/reportOptions.action?exportType=2\&description=\&submitRun=Run\&reportld=27

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HUNTERS CREEK VILLAGE - PLAN REVIEW STATUS REPORT

| HUNT | AGE | TUS REPOR |  |  |
| :---: | :---: | :---: | :---: | :---: |
| PROJECT ADDRESS | PROJECT TYPE | DATE SUBMITTED | REVIEW STATUS | COMMENTS |
| 8427 Hunters Creek Dr. | Remodel - Retaining Wall | 12/1/2020 | Review Completed - 12/7/20-Approved | Contractor notified of approval -12-7-20 |
| 10811 Oak Creek St. | Remodel | 12/1/2020 | Review Completed - 12/2/20-Approved | Contractor notified of approval - 12/2/20 |
| 10737 Marsha Ln. | Remodel | 12/9/2020 | Review Completed - 12/15/20-Not Approved | Applicant notified of needed revisions - 12/15/20 |
| 511 Hunterwood Dr. | Remodel | 12/17/2020 | Review Completed - 12/18/20-Approved | Contractor notified of approval - 12/18/20 |
| 3 Cape Cod Ln. | Remodel | 12/18/2020 | Review Completed - 12/28/20 - Not Approved - Revisions submitted - 1/4/21 - Review Completed 1/6/21 - Approved | Contractor notified of needed revisions. - 12/28/20 - Contractor Notified of Approval - 1/6/21 |
| 10906 Long Shadow Ln. | New Pool | 12/18/2020 | Review Completed - 12/28/20-Approved | Contractor notified of Approval - 12/28/20 |
| 10606 N. Evers Park Dr. | New Pool | 1/7/2021 | Review Completed - 1/12/21-Not Approved | Contractor notified of needed revisions - 1/12/21 |
| 8322 Hunters Creek Dr. | Remodel | 1/11/2021 | In Review |  |

## City of Hunters Creek Village

# Certificate of Occupancy December 8, 2020 

Permit Number: 202000428

## Richard Price Custom Homes 717 West Creekside Dr. 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

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 Racoon - 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 Squirel 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 Racoon | 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 - Racoons | Delivered Trap to resident |  |
| 11/6/2019 | 10537 Gawain 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 |  |
| い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 <br> All OK - Rabies Vaccination Current |
| OO1/11/2019 | 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 Racoon - 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 Creekwood 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. | Racoon 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/Relcated Animal | Relocated |
| 10/8/2020 | 606 Hunters Way | Animal Trap Request | Dropped trap with resident |  |
| 10/13/2020 | 704 Pifer Green | Feral Cat in Trap | Picked up - Relocated Cat | Relocated |
| 10/14/2020 | 321 Pifer Road | Dead animal in roadway - Pick Up | Picked up-Disposed of Squirrel | Disposed |
| 10/16/2020 | Memorial Dr. @ Saddlewood | Dead animal in roadway - Pick Up | Picked up and disposed of Squirrel | Disposed |
| 10/19/2020 | Memorial Dr. @ Lindenwood | Dead Animal In roadway - Pick Up | Picked up and disposed of animal. | Disposed |
| 11/5/2020 | Memorial Dr @ Fleetway | Dead animal in roadway - Pick Up | Picked up and disposed of animal. | Disposed |
| 11/6/2020 | 11007 Hunters Park Ln. | Animal Trap Request | Dropped trap with resident |  |
| 11/9/2020 | 315 Timberwilde | Animal Trap Request | Dropped trap with resident |  |
| 11/10/2020 | 629 Wellesley | Animal in Trap - Please Pick Up | Picked up/Relocated Opossum | Relocated |
| 11/17/2020 | 3 Saddlewood Estates | Animal in Trash Can - Please Assist | Picked up/Relocated Opossum | Relocated |
| 11/23/2020 | 10500 Beinhorn | Dead animal in roadway | Picked up/Disposed of animal | Disposed |
| 11/23/2020 | Shartle Circle @ Memorial | Dead animal in roadway | Picked up/Disposed of animal | Disposed |
| 11/30/2020 | 826 Oak Valley Dr. | Animal Trap Request | Dropped trap with resident |  |
| 12/7/2020 | 760 Pifer Road | Dead Animal in Roadway | Picked up/Disposed of animal | Disposed |
| ${ }^{+12 / 9 / 2020}$ | 11007 Hunters Park Dr. | Animal Trap Request | Delivered trap to resident |  |
| 12/11/2021 | 11007 Hunters Park Dr. | Animal In Trap - Please Pick Up | Picked up and Relocated Opossum | Relocated |


| $12 / 16 / 2020$ | Memorial near Wickdale | Dead animal near sidewalk. | Picked up/Disposed of animal |
| :--- | :--- | :--- | :--- | :--- |
| $12 / 21 / 2020$ | 3 Saddlewood Estates | Opossum in Trash Can | Disposed |
| $12 / 28 / 2020$ | Voos at Longshadow | Dad animal in roadway | Removed Opossum from trash can. |

## CITY OF HUNTERS CREEK VILLAGE ENGINEER'S REPORT

Prepared January 19, 2021 for the January 19, 2021 Agenda

## A. Voss at Second Baptist

1. Work began around January $11^{\text {th }}$ by Angel Bros Construction.
2. The City gave the contractor two months to perform the work.
3. The base work is nearly complete and today, contractor is filling voids.
4. Surface paving will probably occur next week. Sidewalk to follow. I'd anticipate project completion in less than three weeks.

B. Beinhorn and Voss - Traffic Signal Reconstruction
5. Poles are up. Signal heads will be mounted this week.
6. Project is approximately $85 \%$ complete.
7. Startup is anticipated in two weeks.
8. Contract amount is $\$ 329,078.87$. On Budget.
C. 2020 Street Maintenance - Memorial Drive
9. Construction is approximately $50 \%$ complete.
10. Contract amount is $\$ 297,312.00$.
11. Contractor is having quality control issues and we are finding subgrade issues that are worse than anticipated.
12. Expect to be finished before Friday the $5^{\text {th }}$ of February.

## D. 10 Willowend Dr. Outfall

1. The outfall ranked $3^{\text {rd }}$ on the list is failing and should be replaced this year. There is a sinkhole forming at the edge of a resident driveway about 75 feet off the road.
2. We anticipate this to be similar or average to the previous outfalls in terms of effort and cost. There is some advantage because it is next door to HCFCD property for access.
3. We will have scope and fee amendment at next council meeting.

## E. 2021 Street Maintenance

1. There is $\$ 800 \mathrm{k}$ in the street maintenance budget. We had programmed street maintenance, meaning not full reconstruction for neighborhood streets not just Voss and Memorial in the ten-year CIP. To date, we have not done any maintenance projects.
2. We would like to implement this year. This would include things like panel replacement, spall repairs, joint seal, curb repair, etc.
3. Ripple Creek has been discussed for repair. It has always been in pretty bad shape. There was a maintenance project performed approx. 2012-2013. It is ranked \#3 on our maintenance projects and \#10 overall on the street assessment.
4. We would like to take Ripple Creek and 4-5 other streets and utilize most of the street maintenance budget to bring those streets to a level of service that will extend their reconstruct life 5-10 years.
5. We can have scope, recommendations and budgetary figures at next council meeting.

# CITY OF HUNTERS CREEK VILLAGE, TEXAS <br> MINUTES OF THE REGULAR <br> CITY COUNCIL MEETING <br> December 8, 2020 

The City Council of the City of Hunters Creek Village, Texas held a special meeting on Thursday, December 8, 2020 at 6:00 p.m. 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:
City Administrator:
John Hightower
Tom Fullen
A. CALL TO ORDER: 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.
B. PLEDGE OF ALLEGIANCE.
C. PUBLIC COMMENTS.

Penn Shaper appeared in person and requested that the City close off Ripplecreek Lane where it hits Hunterwood Drive for safety and security reasons. He inquired as to what steps need to be taken in order to make this happen.
D. REPORTS.

1. City Treasurer Monthly Report. Tom Fullen, City Administrator, presented the report
2. Police Commissioner Monthly Report. Police Chief Ray Schultz presented the report
3. Fire Commissioner Monthly Report. Council Member Jay Carlton presented the report and stated that Phase One of the construction of new fire station is complete and under budget.
4. Building Official Monthly Report. James Stewart, Building Official, presented the report
5. City Engineer and Public Works Report. Steve Byington, City engineer, presented the following report:

- Voss at Second Baptist - The City of Houston will not begin construction until January 11, 2021.
- Beinhorn and Voss- Traffic Signal Reconstruction - This project is on budget and approximately $36 \%$ complete.
- 2020 Street Maintenance- Memorial Drive - The Contract amount is \$297,312.00.

6. City Administrator Report Tom Fullen, City Administrator present the report and stated that Trevor Royal with WCA Waste Corporation has notified Council that the Annual Rate Adjustment would be at a $\$ 0.69$ increase per home.
7. Mayor and Council Reports and Comments. Entry Beautification Project Tom Fullen will get quotes on redoing signs and landscaping at entryways to the City.
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.
8. Approval of the Minutes of the Regular Meeting on October 27, 2020.
9. Approval of the Minutes of the Special Meeting on November 19, 2020.
10. Approval of the Cash Disbursement Journals for October and November, 2020.

Councilmember Spalding made a motion to approve the consent agenda. Councilmember Marks seconded the motion and it passed unanimously.

## 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.

Councilmember Spalding made a motion to approve the contract. Councilmember Sapien seconded and the motion passed unanimously.
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").
3. Discussion and possible action to approve a Network Node Deployment Agreement (which includes a list of proposed node locations) with Verizon Wireless.
4. Discussion and possible action to approve a Network Node Deployment Agreement (which includes a list of proposed node locations) with ExteNet Systems.

## No action was taken on items 2, 3 and 4. Council wants further information before moving forward.

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.

Councilmember Carlton made a motion to amend the Fire Department's 2021 budget. Councilmember Sapien seconded and the motion passed unanimously.
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.

At 7:27 p.m., the Mayor announced that the City Council was recessing into closed executive session under section 551.074 of the Texas Open Meetings Act to deliberate on the following item.
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.

Council reconvened into Open Session at 7:49 p.m. No action was taken during the executive session.
I. ADJOURNMENT

Councilmember Marks made a motion to adjourn. Councilmember Carlton seconded and the motion passed unanimously.

## The meeting adjourned at 7:49 p.m.

Jim Pappas, Mayor

## ATTEST:

## Tom Fullen, City Administrator Acting City Secretary

CITY OF HUNTERS CREEK VILLAGE, TEXAS<br>MINUTES OF THE SPECIAL<br>CITY COUNCIL MEETING<br>December 21, 2020

The City Council of the City of Hunters Creek Village, Texas held a special meeting on Thursday, December 21, 2020 at 9:00 a.m. 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:

City Attorney:
City Administrator:

Stuart Marks
Ken Spalding
Chip Cowell
Jay Carlton
Fidel Sapien
John Hightower
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.
A. 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 inquiries about a subject that is not specifically identified on the agenda, a member of council or a staff member may only respond by giving a statement of specific factual information or by reciting existing policy. The City Council may not deliberate or vote on the matter.

There were no public comments.
B. REGULAR AGENDA.

Discussion and possible action regarding the assignment of additional duties from the division of the office of the City Secretary and adjusting the compensation of the employees for said duties and responsibilities.

A motion was made by Councilmember Cowell to authorize the Mayor to implement the raises as discussed in the Executive Session. Councilmember Marks seconded the motion and the motion was approved unanimously.
C. 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.

At 9:02 a.m. the Mayor announced that the City Council was recessing into closed Executive Session to deliberate on the following items:
a. Deliberations concerning dividing the duties of the office of the City Secretary. (§ 551.074 Personnel Matters).
b. Deliberations concerning the salary adjustments for the City Administrator, Building Official, Court Clerk, Accounting Clerk, Permit Clerk, and Maintenance Workers. (§ 551.074 Personnel Matters).
E. RECONVENE into Open Session and consider action, if any, on items discussed during Executive Session.

Council reconvened into Open Session at 10:44 a.m. and took action on item $B$, as described above. No action was taken during the executive session.

## F. ADJOURNMENT

At 10:45 a.m., a motion was made and seconded to adjourn the meeting. The vote to approve the motion was unanimous.

The meeting was adjourned at 10:44 a.m.
These minutes were approved on the $\qquad$ day of January, 2021.

Jim Pappas, Mayor

ATTEST:

Tom Fullen, City Administrator
Acting City Secretary


| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Bank Code: AP POOLED-AP POOLED |  |  |  |  |  |  |
| 000850 | FE Solutions | 12/01/2020 | Regular | 0.00 | 2,856.60 | 32371 |
| 0647 | Aflac Worldwide Headquarters | 12/08/2020 | Regular | 0.00 | 358.80 | 32372 |
| 000815 | BBG Consulting, Inc. | 12/08/2020 | Regular | 0.00 | 2,680.00 | 32373 |
| 0045 | CARMEN KNEZEAK | 12/08/2020 | Regular | 0.00 | 1,435.00 | 32374 |
| 0010 | CENTERPOINT ENERGY | 12/08/2020 | Regular | 0.00 | 36.72 | 32375 |
| 0228 | CITY OF BUNKER HILL VILLAGE | 12/08/2020 | Regular | 0.00 | 255.16 | 32376 |
| 000775 | CityLynx, Inc. | 12/08/2020 | Regular | 0.00 | 12,118.76 | 32377 |
| 000796 | Engie Resources | 12/08/2020 | Regular | 0.00 | 3,891.09 | 32378 |
| 0023 | GORMAN UNIFORM SERVICE | 12/08/2020 | Regular | 0.00 | 50.66 | 32379 |
| 0030 | HARRIS COUNTY MAYORS' \& COUNCILS' ASSOCIA | 12/08/2020 | Regular | 0.00 | 200.00 | 32380 |
| 0662 | Jackie Trevino | 12/08/2020 | Regular | 0.00 | 91.08 | 32381 |
| 000768 | James Stewart | 12/08/2020 | Regular | 0.00 | 104.41 | 32382 |
| 000754 | Jessica Hubertus | 12/08/2020 | Regular | 0.00 | 55.06 | 32383 |
| 0674 | Jim Pappas | 12/08/2020 | Regular | 0.00 | 2,100.00 | 32384 |
| 000825 | Jonathan's the rub | 12/08/2020 | Regular | 0.00 | 500.00 | 32385 |
| 0056 | MUNICIPAL CODE CORPORATION | 12/08/2020 | Regular | 0.00 | 250.00 | 32386 |
| 0066 | OLSON \& OLSON LLP | 12/08/2020 | Regular | 0.00 | 2,830.00 | 32387 |
| 0075 | PRIME SOURCE OFFICE SOLUTIONS | 12/08/2020 | Regular | 0.00 | 385.00 | 32388 |
| 0103 | TEXAS MUNICIPAL RETIREMENT SYSTEM - TMRS | 12/08/2020 | Regular | 0.00 | 10,070.11 | 32389 |
| 0624 | TRANTEX | 12/08/2020 | Regular | 0.00 | 152.00 | 32390 |
| 0362 | VERIZON WIRELESS | 12/08/2020 | Regular | 0.00 | 38.21 | 32391 |
| 0105 | VILLAGE FIRE DEPARTMENT | 12/08/2020 | Regular | 0.00 | 74,402.79 | 32392 |
| 0107 | VILLAGES MUTUAL INSURANCE COOPERATIVE | 12/08/2020 | Regular | 0.00 | 8,256.55 | 32393 |
| 0537 | WCA WASTE CORPORATION | 12/08/2020 | Regular | 0.00 | 41,728.21 | 32394 |
| 0458 | AT\&T (5019) | 12/16/2020 | Regular | 0.00 | 712.25 | 32395 |
| 0005 | AT\&T (5414) | 12/16/2020 | Regular | 0.00 | 378.02 | 32396 |
| 0669 | C \& D Janitor Service, Inc. | 12/16/2020 | Regular | 0.00 | 795.86 | 32397 |
| 0445 | CENTURY CONCRETE CONSTRUCTION INC | 12/16/2020 | Regular | 0.00 | 20,275.00 | 32398 |
| 000775 | CityLynx, Inc. | 12/16/2020 | Regular | 0.00 | 98,997.23 | 32399 |
| 0012 | COBB FENDLEY | 12/16/2020 | Regular | 0.00 | 9,536.94 | 32400 |
| 000820 | CSI Consolidated, LLC | 12/16/2020 | Regular | 0.00 | 407.25 | 32401 |
| 0023 | GORMAN UNIFORM SERVICE | 12/16/2020 | Regular | 0.00 | 151.98 | 32402 |
| 0028 | HARRIS COUNTY APPRAISAL DISTRICT | 12/16/2020 | Regular | 0.00 | 10,624.00 | 32403 |
| 0030 | HARRIS COUNTY MAYORS' \& COUNCILS' ASSOCIA | 12/16/2020 | Regular | 0.00 | 40.00 | 32404 |
| 0034 | HOME SECURITY SYSTEMS INC | 12/16/2020 | Regular | 0.00 | 299.85 | 32405 |
| 0181 | HOUSTON TREE SERVICE TEAM | 12/16/2020 | Regular | 0.00 | 1,100.00 | 32406 |
| 000844 | Linebarger Goggan Blair \& Sampson LLP | 12/16/2020 | Regular | 0.00 | 4,249.88 | 32407 |
| 0654 | Lora Jean D. Lenzsch | 12/16/2020 | Regular | 0.00 | 1,127.50 | 32408 |
| 0053 | MEMORIAL VILLAGES WATER AUTHORITY | 12/16/2020 | Regular | 0.00 | 4,676.73 | 32409 |
| 0065 | OFFICE DEPOT CREDIT PLAN | 12/16/2020 | Regular | 0.00 | 89.97 | 32410 |
| 0066 | OLSON \& OLSON LLP | 12/16/2020 | Regular | 0.00 | 4,565.00 | 32411 |
| 0135 | PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC | 12/16/2020 | Regular | 0.00 | 246.21 | 32412 |
| 0092 | TEXAS SOCIAL SECURITY PROGRAM | 12/16/2020 | Regular | 0.00 | 35.00 | 32413 |
| 0101 | TEXAS MUNICIPAL LEAGUE | 12/16/2020 | Regular | 0.00 | 29.40 | 32414 |
| 000789 | Van Sant Landscape Management | 12/16/2020 | Regular | 0.00 | 3,628.00 | 32415 |
| 0537 | WCA WASTE CORPORATION | 12/16/2020 | Regular | 0.00 | 41,728.21 | 32416 |
| 0530 | xırINT LLC | 12/16/2020 | Regular | 0.00 | 1,017.50 | 32417 |
| 0647 | Aflac Worldwide Headquarters | 12/31/2020 | Regular | 0.00 | 358.80 | 32418 |
| 0458 | AT\&T (5019) | 12/31/2020 | Regular | 0.00 | 712.25 | 32419 |
| 0045 | CARMEN KNEZEAK | 12/31/2020 | Regular | 0.00 | 1,540.00 | 32420 |
| 0010 | CENTERPOINT ENERGY | 12/31/2020 | Regular | 0.00 | 60.10 | 32421 |
| 0012 | COBB FENDLEY | 12/31/2020 | Regular | 0.00 | 7,516.66 | 32422 |
| 000796 | Engie Resources | 12/31/2020 | Regular | 0.00 | 3,868.32 | 32423 |
| 000811 | Fun Abounds | 12/31/2020 | Regular | 0.00 | 10,519.18 | 32424 |


| Vendor Number | Vendor Name | Payment Date | Payment Type |
| :--- | :--- | :--- | :--- |
| 0023 | GORMAN UNIFORM SERVICE | $12 / 31 / 2020$ | Regular |
| 000844 | Linebarger Goggan Blair \& Sampson LLP | $12 / 31 / 2020$ | Regular |
| 000826 | Lisa Dalton | $12 / 31 / 2020$ | Regular |
| 0053 | MEMORIAL VILLAGES WATER AUTHORITY | $12 / 31 / 2020$ | Regular |
| 000715 | Newton Nurseries West | $12 / 31 / 2020$ | Regular |
| 0065 | OFFICE DEPOT CREDIT PLAN | $12 / 31 / 2020$ | Regular |
| 000753 | Patagonia Grill and Cafe | $12 / 31 / 2020$ | Regular |
| 0420 | PREMIER TREE SERVICE | $12 / 31 / 2020$ | Regular |
| 0103 | TEXAS MUNICIPAL RETIREMENT SYSTEM - TMRS | $12 / 31 / 2020$ | Regular |
| 0646 | Vantage | $12 / 31 / 2020$ | Regular |
| 0362 | VERIZON WIRELESS | $12 / 31 / 2020$ | Regular |
| 0530 | xIrINT LLC | $12 / 31 / 2020$ | Regular |
| $0638-J S$ | Payment Remittance Center | $12 / 28 / 2020$ | Bank Draft |
| $0127-$ EA | PAYMENT REMITTANCE CENTER | $12 / 28 / 2020$ | Bank Draft |
| $0638-J S$ | Payment Remittance Center | $12 / 07 / 2020$ | Bank Draft |
| $0517-$ TF | PAYMENT REMITTANCE CENTER | $12 / 07 / 2020$ | Bank Draft |
| $0127-E A$ | PAYMENT REMITTANCE CENTER | $12 / 07 / 2020$ | Bank Draft |

Discount Amount | 0.00 |
| ---: |
| 0.00 |
| 0.00 |
| 0.00 |
| 0.00 |
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Payment Amount Number
151.9832425
158.4032426

1,742.50 32427
2,322.50 32428
295.6232429
78.7232430

1,500.00 32431
5,950.00 32432
16,028.78 32433
1,390.30 32434
38.2132435

1,112.50 32436
1,941.58 DFT0000275
1,673.14 DFT0000276
471.91 DFT0000281

2,071.39 DFT0000282
1,155.87 DFT0000283

| Bank Code AP POOLED Summary |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Payment Type | Payable Count | Payment Count | Discount | Payment |
| Regular Checks | 81 | 66 | 0.00 | 424,902.81 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 5 | 5 | 0.00 | 7,313.89 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
|  | 86 | 71 | 0.00 | 432,216.70 |

## All Bank Codes Check Summary

Payment Type
Regular Checks
Manual Checks
Voided Checks
Bank Drafts EFT's

| Payable | Payment <br> Count | Discount | Payment |
| ---: | ---: | ---: | ---: |
| Count | 66 | 0.00 | $424,902.81$ |
| 01 | 0 | 0.00 | 0.00 |
| 0 | 0 | 0.00 | 0.00 |
| 5 | 5 | 0.00 | $7,313.89$ |
| 0 | 0 | 0.00 | 0.00 |
| $\mathbf{8 6}$ | $\mathbf{7 1}$ | $\mathbf{0 . 0 0}$ | $\mathbf{4 3 2 , 2 1 6 . 7 0}$ |

## Fund Summary

| Fund | Name |
| :--- | :--- |
| 999 | POOL |

Period
12/2020

Amount 432,216.70 432,216.70


## CITY OF HUNTERS CREEK VILLAGE AGENDA DISCUSSION FORM

## AGENDA DATE: January 26, 2021

AGENDA SUBJECT: Discussion and possible action to approve the purchase of a new phone system from Hooper Communications in the amount of $\$ 12,594.00$.

## EXHIBITS:

Quote from Hooper Communications

## Desksets

DT930 IP Gigabit 24 Button Color Display Deskset


Total Desksets Installed
PRI Blade Installed
Administrator and End User Training
WEB Pro Administration Application - Programming Tool
5 Year NEC Partner Support Program - Parts and Labor Warranty, Data Back Up, NEC System Monitoring \& Live Technical Support

Financial Options for

| Cash Total - Excluding tax | $\$$ | $\mathbf{1 3 , 8 4 4 . 0 0}$ |
| :--- | ---: | ---: |
| Trade in of NEC Digital System | $\$$ | $\mathbf{1 , 2 5 0 . 0 0}$ |
| Adjusted Total | $\$$ | $\mathbf{1 2 , 5 9 4 . 0 0}$ |
| CASH OPTION TERMS OF PAYMENT |  |  |
| $65 \%$ DEPOSIT - Excluding Tax | $\$$ | $\mathbf{8 , 1 8 6 . 1 0}$ |
| $35 \%$ UPON Installation of the Equipment | $\$$ | $\mathbf{4 , 4 0 7 . 9 0}$ |

## Approved

Date

THE INFORMATION WITHIN THIS PROPOSAL IS PROPRIETARY.
PLEASE DO NOT COPY, FAX OR REVEAL THIS INFORMATION.
QUOTE IS VALID FOR 60 DAYS. CUSTOMER WILL PROVIDE A 20 AMP 110 VOLT DEDICATED OUTLET (ISOLATED GROUND) FOR THE ITEMIZED EQUIPMENT. ALL LEASE ITEMS ARE SUBJECT TO CREDIT APPROVAL.


## CITY OF HUNTERS CREEK VILLAGE AGENDA DISCUSSION FORM

AGENDA DATE:
AGENDA SUBJECT:

January 26, 2021
Discussion and possible action to designate a representative and alternate representative to the Houston-Galveston Area Council 2021 General Assembly.

EXHIBITS:
H-GAC Designation Form

# DESIGNATION OF REPRESENTATIVE AND ALTERNATE HOUSTON-GALVESTON AREA COUNCIL 2021 GENERAL ASSEMBLY 

BE IT RESOLVED, by the Mayor and City Council of $\qquad$ , Texas, that $\qquad$ be, and is hereby designated as its Representative to the GENERAL ASSEMBLY of the Houston-Galveston Area Council for the year 2021.

FURTHER, that the Official Alternate authorized to serve as the voting representative should the hereinabove named representative become ineligible, or should he/she resign, is

THAT the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named representative and alternate.

PASSED AND ADOPTED, this $\qquad$ day of $\qquad$ 2020.

APPROVED:

Mayor
ATTEST:

By: $\qquad$


## CITY OF HUNTERS CREEK VILLAGE AGENDA DISCUSSION FORM

AGENDA DATE:
AGENDA SUBJECT:

January 26, 2021
Discussion and possible action to adopt a resolution of the City of Hunters Creek Village, Texas: confirming that, the City Council has reviewed the City's Investment Policy and investment strategies; and making other provisions related to the subject.

## EXHIBITS:

Resolution

# City of Hunters Creek Village, Texas 

## Investment Policy



## Adopted by the City Council

On November 15, 2005 by Resolution No. 05-14 Confirmed on April 17, 2007 by Resolution No. 07-02
Amended on December 8, 2009 by Resolution No. 09-11 Confirmed on April 26, 2011 by Resolution No. 2011-01
Confirmed on January 24, 2012 by Resolution No. 2012-04
Confirmed on January 22, 2013 by Resolution No. 2013-04
Confirmed on February 3, 2014 by Resolution No. 2014-02
Confirmed on January 27, 2015 by Resolution No. 2015-01
Confirmed on January 26, 2016 by Resolution No. 2016-01
Confirmed on January 24, 2017 by Resolution No. 2017-01
Confirmed on December 12, 2017 by Resolution No. 2017-08
Amended on February 26, 2019 by Resolution No. 2019-02
Confirmed on January 28, 2020 by Resolution No. 2020-01
Confirmed on January 26, 2021 by Resolution No. 2021-01

## RESOLUTION NO. 2021-01

> A RESOLUTION OF THE CITY OF HUNTERS CREEK VILLAGE, TEXAS, CONFIRMING THAT THE CITY COUNCIL HAS REVIEWED THE CITY'S CURRENT INVESTMENT POLICY AND INVESTMENT STRATEGIES AND HAS CONCLUDED THAT NO CHANGES ARE NECESSARY OR ADVISABLE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUNTERS CREEK VILLAGE, TEXAS:

Section 1. The City Council, acting under authority of the Public Funds Investment Act, Chapter 2256 of the Texas Government Code and in compliance with the requirements of § 2256.005 has adopted a written investment policy (the "Investment Policy") regarding the investment of its funds and funds under its control, a copy of which is attached to this resolution as Exhibit "A".

Section 2. The City Council hereby confirms that it has reviewed the City's Investment Policy on the date this resolution was approved and has concluded that the current Investment Policy is adequate to protect the City's interests and that no changes are necessary or advisable at this time.

PASSED, APPROVED, AND RESOLVED this $\qquad$ day of $\qquad$ , 2021.

Jim Pappas<br>Mayor

ATTEST:

Tom Fullen, City Administrator
Acting City Secretary


## CITY OF HUNTERS CREEK VILLAGE AGENDA DISCUSSION FORM

AGENDA DATE: January 26, 2021
AGENDA SUBJECT: Discussion and possible action to consider an amendment to the Memorial Village Police Department's 2020 Budget to reflect intra-budget transfers made during the year.

## EXHIBITS: <br> Amendment No. 2020-02




## CITY OF HUNTERS CREEK VILLAGE AGENDA DISCUSSION FORM

AGENDA DATE: AGENDA SUBJECT:

## EXHIBITS:

January 26, 2021
Discussion and possible action to approve an increase to the mowing contract with Van Sant Landscape Management in the amount of $\$ 4,200.00$ to supplement TX Dot's mowing of the I-10 access road adjacent to Hunters Creek Village city limits. Proposal from Van Sant Landscape Management
P.O. Box 55181

Proposal
Houston, TX 77255-5181

Name / Address
City of Hunters Creek Village
\#1 Hunters Creek Place
Hunters Creek Village, Texas 77024



## CITY OF HUNTERS CREEK VILLAGE AGENDA DISCUSSION FORM

AGENDA DATE:
AGENDA SUBJECT:

EXHIBITS:

January 26, 2021
Discussion and possible action to approve an Ordinance of the City of Hunters Creek Village, Texas, providing for the holding of a General Election on May 1, 2021, for the purpose of electing three (3) Council Members (Mayor, Position Nos. 4, and 5); and providing details relating to the holding of the election.

Ordinance

ORDINANCE NO. $\qquad$


#### Abstract

AN ORDINANCE OF THE CITY OF HUNTERS CREEK VILLAGE, TEXAS, ORDERING THE HOLDING OF A GENERAL ELECTION ON MAY 1, 2021, FOR THE PURPOSE OF ELECTING A MAYOR AND (2) COUNCIL MEMBERS (POSITIONS NO. 4 AND 5, FOR TWO-YEAR TERMS); AND PROVIDING DETAILS RELATING TO THE HOLDING OF THE ELECTION.


*     *         *             *                 * 


## BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUNTERS CREEK VILLAGE, TEXAS:

Section 1. A General Municipal Election is called and ordered for May 1, 2021 (the first Saturday in May), at which election the qualified voters of the City may vote for the purpose of electing the following officials of the City for full two-year terms:
Mayor

Councilmember, Position No. 4
Councilmember, Position No. 5

Section 2. No person's name shall be placed upon the official ballot as a candidate for any of the referenced positions unless that person shall have filed his or her written, signed, and sworn application with the City Secretary of the City at City Hall, at \#1 Hunters Creek Place, Hunters Creek Village, Texas 77024, not later than 5:00 p.m. on the 78th day before the date of such election, as provided by Sections 141.031 and 143.007 (c) of the Texas Election Code (the "Election Code"). The City Secretary shall note on the face of each application the date and time of its filing. All applications shall include a clear reference to the office the candidate is seeking and, if applicable, the position number.

Section 3. The present boundaries of the City shall constitute one election precinct. The polls shall be open for voting on Election Day from 7:00 a.m. to 7:00 p.m. at the following polling place:

# ELECTION DAY POLLING PLACE 

City Hall
City of Hunters Creek Village

\#1 Hunters Creek Place<br>Hunters Creek Village, Texas 77024.

The following persons are hereby appointed as officers to conduct the election.

## ELECTION OFFICERS

Josh Pratt
Bill Rankin

Presiding Judge
Alternate Presiding Judge

The City Secretary is authorized and directed to provide a copy of this Ordinance to each judge as written notice of his or her appointment, as required by Section 32.009 of the Election Code.

The Presiding Judge shall have the authority to appoint no more than three (3) clerks to assist in the holding of the election, but in no event shall the Presiding Judge appoint less than two (2) clerks. The election officers shall also serve as the early voting ballot board for the election and the Presiding Judge of the election precinct shall also serve as the presiding officer of the board. Compensation for election judges and clerks is established at the rate of $\$ 10.00$ per hour, as permitted under Section 32.091, of the Election Code. Additional compensation for the Presiding Judge in the amount of $\$ 25.00$ is established as provided under Section 32.092, of the Election Code.

Section 4. Tom Fullen, Acting City Secretary, is hereby appointed clerk for early voting. The City Secretary is authorized to appoint a deputy clerk or clerks for early voting in accordance with Chapter 83, Subchapter B of the Election Code.

The place for early voting for the election shall be:

# EARLY VOTING POLLING PLACE 

City Hall
City of Hunters Creek Village
\#1 Hunters Creek Place
Hunters Creek Village, Texas 77024.
The early voting clerks shall keep the office open for early voting by personal appearance Monday through Friday beginning on April 19, 2021, and continuing through April 27, 2021, during the hours shown below. The clerks shall keep the office open for early voting, by personal appearance, from 7:00 a.m. to 7:00 p.m. on Tuesday, April 20, 2021 and Tuesday, April 27, 2021. The clerks shall
keep the office open for early voting from 8:30 a.m. until 4:30 p.m. on all of the other days in which the office is open for early voting by personal appearance.

The clerks shall not permit anyone to vote early by personal appearance on any day which is not a regular working day for the clerk's office, and under no circumstances shall they permit anyone to vote early by personal appearance at any time when such office is not open to the public. The referenced place for early voting is also the clerk's mailing address to which ballot applications and ballots voted by mail may be sent. The early voting clerk shall maintain a roster listing each person who votes early by personal appearance and each person to whom a ballot to be voted by mail is sent, in accordance with the provisions of the Election Code. The roster shall be maintained in a form approved by the Secretary of State.

Section 5. Josh Pratt is hereby appointed as Presiding Judge of the Early Voting Ballot Board. In accordance with the Texas Election Code, the Presiding Judge shall appoint at least two (2) other members of the Board, and the Board shall process early voting results in accordance with the Texas Election Code.

Section 6. Paper ballots shall be used for the election, both in early voting and for voting on election day, in accordance with the Election Code. The use of the AutoMark Voting System, Version 1.1, is hereby authorized for use to comply with Section 61.012 of the Texas Election Code consistent with the requirements of the Help America Vote Act of 2002 to provide at least one voting system accessible to voters with disabilities in each polling place. All expenditures necessary for the conduct of the election, the purchase of materials, and the employment of all election officials are hereby authorized in accordance with the Election Code.

Section 7. A central counting station is established at the place designated as the polling place in Section 3 hereof. The Acting City Secretary, Tom Fullen, is appointed counting station manager and tabulation supervisor. Josh Pratt is appointed presiding judge of the central counting station. The City Secretary may appoint such clerks to serve at the central counting station as she may deem necessary.

Section 8. The City Secretary is hereby authorized and directed to furnish all necessary election supplies to conduct the election.

Section 9. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Secretary, as provided by Section 52.094 of the Election Code. The City Secretary shall post a notice in their office, at least seventy-two (72) hours prior to
the date on which the drawing is to be held, of the time and place of the drawing, and shall also give personal notice to any candidate who makes written request for such notice and furnishes to the City Secretary a self-addressed, stamped envelope. Each candidate involved in the drawing, or a representative designated by such candidate, shall have a right to be present and observe the drawing.

Section 10. The candidate receiving the highest number of votes for a position to be filled at the election shall be declared elected to that position.

Section 11. Notice of this election shall be given in accordance with the provisions of the Election Code and returns of the notice shall be made as provided for in the Code. The Mayor shall issue all necessary orders and writs for the election, and returns of the election shall be made to the City Secretary immediately after the closing of the polls.

Section 12. The election shall be held in accordance with the applicable requirements of the Election Code and the Federal Voting Rights Act of 1965, as amended. If any provision of this ordinance conflicts with a mandatory provision of the Election Code it is the intention of the City Council that the provision of the Election Code shall control.

Section 13. All election materials shall be printed in English and Spanish as required by section 272.001 of the Texas Election Code.

PASSED, APPROVED, AND ADOPTED this $\qquad$ day of $\qquad$ , 2021.

Jim Pappas<br>Mayor

## ATTEST:

Tom Fullen<br>Acting City Secretary



## CITY OF HUNTERS CREEK VILLAGE AGENDA DISCUSSION FORM

## AGENDA DATE: January 26, 2021

AGENDA SUBJECT: Discussion and possible action regarding the City's 2021 Arbor Day program.

EXHIBITS: Arbor Day Program



## AGAIN THIS YEAR: 2-FOR-1 CITY BEAUTIFICATION SPECIAL SEE BELOW FOR DETAILS

Celebrate Arbor Day 2021 by planting a new tree (or several new trees) at your home. We are continuing to see the result of drought conditions in recent years diminishing the City's tree canopy in the City's right-of-ways and on private property. Once again, the City of Hunters Creek Village will sponsor an annual Arbor Day tree planting program to encourage planting new trees within our City as part of the continuing effort to maintain and restore the ambiance and benefits of our forest-like environment.

Working together, we can restore and maintain the trademark tree environment that makes our neighborhood unique and attractive. Residents are encouraged to plant new trees at their homes. If you want to participate, but do not have a place for a new tree, please send your check to the City with a note to that effect and a tree will be planted in Hunters Creek on your behalf.

Again, this year, Bill Bownds Nursery has made tree planting easy for all residents. Bill Bownds Nursery will plant a 15 -gallon tree of your choice from the selection offered on the list for $\$ 150.00$ in your yard and will guarantee the tree(s) for a year. If you prefer to plant your new tree(s) yourself, the cost is only $\$ 94.00$. Planting instructions will be provided when your tree(s) is delivered. Planting and delivery, depending on the weather, is planned to begin in the middle of March, 2021. There may be limited species available, so please get your order in as soon as possible.

2-FOR-1 CITY BEAUTIFICATION SPECIAL: (Again this Year.) For each tree (up to 5) purchased by a resident, upon the resident's request, the City will plant an additional tree in the City right-of-way adjoining the resident's property or on other City property selected by the resident in consultation with City staff. Quantities of 2 -for- $\mathbf{1}$ City trees are limited (eligibility will be based on postmark/time of hand-delivery of each fully paid order received).

Please mail or hand-deliver your completed Arbor Day Tree Order Form to City Hall by Friday, March $5^{\text {th }}, 2021$, by 4:00 p.m., together with your check. Checks should be made out to Bill Bownds Nursery. Sales tax is included.

Should you have any questions, please call City Hall at 713-465-2150.

City of Hunters Creek Village
\# 1 Hunters Creek Place
Hunters Creek Village, Texas 77024

## Arbor Day 2021 <br> Tree Order Form

Check box(s)
$\square$ Yes, I want to plant trees in my yard!
$\square$ Yes, for each tree (up to 5) I purchase, I want the City to plant an additional tree on City right-of-way/City property (City staff will contact resident to consult regarding details.)

Name $\qquad$ Cellphone $\qquad$
Signature $\qquad$
Address 77024
(where resident's own tree(s) are to be planted)
E-mail__

| Species | Description | Delivered <br> only @ <br> $\mathbf{\$ 9 4 . 0 0}$ | Delivered <br> \& Planted <br> @150.00 |
| :--- | :--- | :--- | :--- |
| Cedar Elm | Large, native to area |  |  |
| Bur Oak | Deciduous with rough bark |  |  |
| Drummond Red Maple | Upright, deciduous rounded <br> crown |  |  |
| Live Oak | Large spreading evergreen |  |  |
| Loblolly Pine | Tall, fast-growing evergreen |  |  |
| Shumard Red Oak | Large with fall color |  |  |
| Nuttall Red Oak | Tall, rounded with fall color |  |  |
| Bald Cypress | Large, deciduous conifer with an <br> inverted cone shape. |  |  |
| Overcup Oak | Large, deciduous tree with <br> rounded crown. |  |  |
| Totals | lle\| |  |  |

My check for \$ $\qquad$ payable to Bill Bownds Nursery is enclosed.
A clear planting area (no stumps) is required for trees planted with this order. Residents desiring to plant trees larger than 15 gallons should contact Bill Bownds Nursery directly at 281-277-2033.

Please return this Order Form and your check to:
Attn: Arbor Day 2021
City of Hunters Creek Village
\#1 Hunters Creek Place,
Hunters Creek Village, TX 77024
no later than Friday, March 5th, 2021.

## 2021 ARBOR DAY KEY DATES

| Tuesday <br> $\mathbf{1 / 2 6}$ | Council Meeting |
| :--- | :--- |
| Thursday <br> $\mathbf{2 / 4}$ | Send v-link announcement (with flyer/form attached) |
| Thursday <br> $\mathbf{2 / 1 8}$ | Send v-link reminder (with flyer/form attached) |
| Monday <br> $\mathbf{3} / \mathbf{1}$ | Send v-link final reminder (with flyer/form attached) |
| Tuesday <br> $\mathbf{2 / 2 3}$ | Council Meeting |
| Friday <br> $\mathbf{3 / 5}$ | Deadline for receipt of forms |



## CITY OF HUNTERS CREEK VILLAGE AGENDA DISCUSSION FORM

## AGENDA DATE: January 26, 2021

AGENDA SUBJECT: Discussion and possible action to approve the purchase and planting of trees by Bill Bownds Nursery in the amount of \$11,910.00 along the East and West side of Voss Road.

## EXHIBITS:

# Bownds Wholesale Nursery 

2110 Cedar Lane
Katy, Texas 77494
281-578-1892

18 January 2021
To: James Stewart / City of Hunters Creek Village

From: Jon Seipel

Re: Tree Proposal

James,
Our prices for the list of trees we discussed are as follows:

| Qty. | Size | Type | Unit Price | Extended Price |
| ---: | :---: | :---: | :---: | :---: |
| 46 | 15 g. | Loblolly Pine | $\$ 150^{\circ}$ | $\$ 6900$ |
| 7 | 30 g. | Loblolly Pine | $\$ 345$ | $\$ 2415$ |
| 1 | 30 g. | Drummond Red Maple | $\$ 365$ | $\$ 365$ |
| 1 | 30 g. | Sweetgum | $\$ 365$ | $\$ 365$ |
| 1 | 30 g. | Chinese Fringe | $\$ 365$ | $\$ 365$ |
| 10 | 15g. | Pride of Houston Yaupon | $\$ 150$ | $\$ 1500$ |
|  |  |  |  | Total Job |

All prices include delivery, planting, mulching, staking and a one year guarantee.

Please have all utilities marked.

Thank you for your interest,
Jon


## CITY OF HUNTERS CREEK VILLAGE AGENDA DISCUSSION FORM

AGENDA DATE:
AGENDA SUBJECT:

January 26, 2021
Discussion and possible action to approve Amendment No. 65 to the engineering contract with Cobb Fendley in the amount of $\$ 22,000.00$ for Engineering Services associated with the Pavement Repairs to Ripple Creek Drive.

EXHIBITS: Will be presented at meeting.


## CITY OF HUNTERS CREEK VILLAGE AGENDA DISCUSSION FORM

## AGENDA DATE: January 26, 2021

AGENDA SUBJECT: Discussion and possible action to approve a proposal from Hall Sprinkler Co. in the amount of $\$ 10,860.00$ for the installation of an irrigation system for the tree planting along the East and West sides of Voss Rd.

## EXHIBITS:

Proposal

## TO: City of Hunters Creek Village

1 Hunter Creek Place
Houston, Texas 77024 Attn: Mr. Tom Fullen

## SPECIFICATIONS:

1. It is understood and agreed that the Hall Sprinkler Company shall furnish all materials, labor and supervision necessary for the complete installation of this sprinkler system, according to the following specifications. If an irrigation plan is required for the installation, the city shall provide a base site plan to work from.
2. Water supply shall be the existing 2 " water meter and vacuum breaker.
3. System to be installed in 9 separate units controlling approximately 107 bubblers.
4. Sprinkler heads shall be $1 / 2$ gallon flooding bubblers.
5. Sprinkler heads shall be spaced per tree location.
6. Trenching in lawn areas shall be done by trenching machine, cutting a $4^{\prime \prime}$ to $6^{\prime \prime}$ wide trench through the sod. Trenching in bed areas shall be done by hand.
7. Pipe, fittings and control shall be:
A. All PVC pipe and fittings
8. Schedule 40 main supply line piping
9. Class 200 lateral line piping
B. Automatic controls
10. Hunter Node battery operated controller
C. Price does not include the cost of traffic control if required by MVPD
D. Area of work would be on both sides of Voss Rd. to approximately $1,020^{\prime}$ south of Memorial Drive
11. If automatic controls are selected, owner to furnish electrical outlet for controller.
12. Approximately $1-3$ weeks lead time will be required after the signed contract reaches our office.

Hall Sprinkler Company will guarantee this sprinkler system against defects in materials and installation for a period of one year from date of completion, and will maintain the system free of charge for a period of 90 days from date of completion. Maintenance does not include repairs necessary because of relandscaping, structural changes or vandalism and malicious mischief. We will not be responsible for damage to underground lines, pipes or wires unless uncovered by owner. Prices quoted in this proposal good for 90 days from date above.

The price for the installation of this sprinkler system according to the aforementioned specifications is $\$ 10,860.00$, excluding tax and payable upon completion of work.
Any account over 30 days past due will be charged the legal maximum service charge rate per month.
"Irrigation in Texas is regulated by the Texas Natural Resource Conservation Commission. P.O. Box 13088, Austin, Texas 75711, (512) 230-6719"

## ACCEPTED BY:

DATE: $\qquad$


## CITY OF HUNTERS CREEK VILLAGE AGENDA DISCUSSION FORM

AGENDA DATE: AGENDA SUBJECT:

January 26, 2021
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:



## CITY OF HUNTERS CREEK VILLAGE AGENDA DISCUSSION FORM

AGENDA DATE:
AGENDA SUBJECT:

January 26, 2021
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 $\qquad$ day of $\qquad$ 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: | With a copy to: |
| :--- | :--- |
| City of Hunters Creek Village | Olson \& Olson |
| 1 Hunters Creek Place <br> Houston, TX 77024 <br> Attn: City Administrator | 2727 Allen Pkwy, Ste 600 <br> Houston, TX 77019 |
| If to Node Operator: | Attn: John Hightower |
| GTE MOBILNET SOUTH TEXAS LP | With a copy to: |
| GTE MOBILNET SOUTH TEXAS LP <br> d/b/a Verizon Wireless <br> 180 Washington Valley Road <br> Bedminster, New Jersey 07921 <br> Attention: Network Real Estate | d/b/a Verizon Wireless |
|  | 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

## 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: AGENDA SUBJECT:

January 26, 2021
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 $\qquad$ day of $\qquad$ 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 $\qquad$ , 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:<br>City of Hunters Creek Village<br>1 Hunters Creek Place<br>Houston, TX 77024<br>Attn: City Administrator

If to Node Operator:
$\qquad$

With a copy to:
Olson \& Olson
2727 Allen Pkwy, Ste 600
Houston, TX 77019
Attn: John Hightower
With a copy to:
$\qquad$


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

## Mayor

## ATTEST:

## 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

## Exhibit A Approved Node Locations

| Hunters Creek Village <br> Small Cell Node Locations |  |  |  |  |  |  |
| :--- | :---: | :---: | :---: | :--- | :--- | :--- |
| Node \# | Latitude | Longitude | Address | City | State | Zip |
| MV178 | 29.7801 | -95.5017 | 826 Voss Road | Hunters Creek Village | TX | 77024 |
| MV179 | 29.7778 | -95.5041 | 10840 Beinhorn Road | Hunters Creek Village | TX | 77024 |
| MV180 | 29.7736 | -95.5061506 Hunters Park Lane | Hunters Creek Village | TX | 77024 |  |
| MV182 | 29.7702 | -95.5037 | 4 Smithdale Road | Hunters Creek Village | TX | 77024 |
| MV183 | 29.7672 | -95.5059411 Trails Court | Hunters Creek Village | TX | 77024 |  |
| MV185 | 29.7634 | -95.5061 | 10945 Memorial Drive | Hunters Creek Village | TX | 77024 |
| MV189 | 29.7752 | -95.5019 | 680 Voss Road | Hunters Creek Village | TX | 77024 |
| MV190 | 29.7717 | -95.5013 | 557 Voss Road | Hunters Creek Village | TX | 77024 |
| MV191 | 29.7677 | -95.5011 | 380 Voss Road | Hunters Creek Village | TX | 77024 |
| MV192 | 29.7648 | -95.5001 | 290 Voss Road | Hunters Creek Village | TX | 77024 |
| MV193 | 29.7633 | -95.5449 | 219 Voss Road | Hunters Creek Village | TX | 77024 |
| MV195 | 29.7585 | -95.5036 | 10 Willowend Drive | Hunters Creek Village | TX | 77024 |
| MV199 | 29.7751 | -95.4987 | 10683 Beinhorn Road | Hunters Creek Village | TX | 77024 |
| MV200 | 29.7746 | -95.4959 | 10606 Fairlane Drive | Hunters Creek Village | TX | 77024 |
| MV201 | 29.7732 | -95.4971 | 701 Hunters Grove Lane | Hunters Creek Village | TX | 77024 |
| MV202 | 29.7674 | -95.4985 | 10660 Memorial Drive | Hunters Creek Village | TX | 77024 |
| MV203 | 29.7776 | -95.4927 | 805 Kuhlman Drive | Hunters Creek Village | TX | 77024 |
| MV204 | 29.7733 | -95.4918 | 10500 Memorial Drive | Hunters Creek Village | TX | 77024 |
| MV205 | 29.7742 | -95.4908 | 10420 Memorial Drive | Hunters Creek Village | TX | 77024 |

Mobile

## Exhibit A Approved Node Locations



Mobile
Connectivity
Everywhere


Node 178-826 Voss Road


Node 179-10840 Beinhorn Road


Node 180 - 506 Hunters Park Lane


Node 182-4 Smithdale Road

## Mobile

## Connectivity

Everywhere


Node 183-411 Trails Court

Mobile
Connectivity
Everywhere


## Node 185-10945 Memorial Drive

Mobile
Connectivity
Everywhere


Node 189-680 Voss Road


Node 190-557 Voss Road

## Mobile

## Connectivity

Everywhere


Node 191-380 Voss Road

Mobile
Connectivity
Everywhere


Node 192-290 Voss Road


Node 193-219 Voss Road

Mobile

## Connectivity

Everywhere


Node 195-10 Willowend Drive

Mobile
Connectivity
Everywhere


Node 199-10683 Beinhorn Road

Mobile
Connectivity
Everywhere


Node 200-10606 Fairlane Drive

## Mobile

## Connectivity

Everywhere


Node 201 - 701 Hunters Grove Lane

## Connectivity

Everywhere


Node 202-826 Memorial Drive




Node 205-826 Memorial Drive

Mobile
Connectivity
Everywhere

## Exhibit B <br> Approved Node Specifications and Concealment Measures

## B-1: specifications for nodes collocated on utility poles

$$
\begin{aligned}
& \text { Drawing Pending } \\
& \text { Centerpoint Energy } \\
& \text { Standards Review }
\end{aligned}
$$

Mobile
Connectivity
Everywhere

## B-1: specifications for nodes collocated on utility poles



## B-2: specifications for new node support poles



Mobile
Connectivity
Everywhere


CONFIGURATION B2: STEEL POLE / POLE MOUNTED SHROUD



## Mobile

Connectivity
Everywhere


Mobile
Connectivity
Everywhere



[^0]:    * This is the minimal time as all
    internal calls route through the

