

MAYOR
Jim Pappas

CITY OF HUNTERS CREEK VILLAGE

CITY COUNCIL
Stuart Marks
Fidel Sapien
Linda Knox
Chip Cowell
Jay Carlton



CITY ADMINISTRATOR
Tom Fullen, MPA, CPM

Notice is hereby given of a regular meeting of the City Council of Hunters Creek Village, Texas, to be held on **Tuesday, December 6, 2022 at 6:00 p.m.** in the City Hall at #1 Hunters Creek Place, for the purpose of considering the following agenda items.

Anyone wishing to address the city council during the meeting must notify the City Administrator, Tom Fullen, before the meeting begins by: 1) filling out a speaker request form at the meeting; 2) emailing him at tfullen@cityofhunterscreek.com; or 3) calling him at 713-465-2150.

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- A. Call to order and the roll of elected and appointed officers will be taken.
- B. Pledge of Allegiance.
- C. **PUBLIC COMMENTS** *At this time, any person with city-related business may speak to the Council. In compliance with the Texas Open Meetings Act, if a member of the public comments or inquires about a subject that is not specifically identified on the agenda, a member of council or a staff member may only respond by giving a statement of specific factual information or by reciting existing policy. The City Council may not deliberate or vote on the matter.*
- D. **REPORTS**
1. City Treasurer Monthly Report **Pgs. 1-5**
 2. Police Commissioner Monthly Report **Pgs. 6-24**
 3. Fire Commissioner Monthly Report **Pgs. 25-26**
 4. Building Official Monthly Report **Pgs. 27-54**
 5. City Engineer Monthly Report **Pgs. 55-58**
 6. City Administrator Report **Pgs. 59-60**
 - a. WCA Waste Corp. – GFL Environmental Co.
 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.*
1. Approval of the Minutes of the Regular Meeting on October 25, 2022. **Pgs. 61-64**
 2. Approval of the Minutes of the Special Meeting on November 14, 2022. **Pgs. 65-67**
 3. Approval of the Cash Disbursement Journal for October 2022. **Pgs. 68-70**
 4. Approval of the 2022 3rd Quarterly Investment Report. **Pg. 71**

5. Approval of the agreement with Harris County Sheriff's Office for housing city prisoners effective January 1, 2023. [Pgs. 72-88](#)

F. REGULAR AGENDA

1. Discussion and possible action to approve a proposal from Bright Landscape Designs, Inc. in the amount of \$37,306.98 for City Median Landscape Beautification for the 1st esplanade south of I-10 on Voss Road. [Pgs. 89-92](#)
2. Discussion and possible action to accept the recommendation from the Village Mutual Insurance Group for the employees' medical, dental, vision, Life/AD&D, and long-term disability insurance coverage for 2023. [Pgs. 93-101](#)
3. Discussion and possible action to approve new supplementation services from Municode/CivicPlus for a five-year term period. [Pgs. 102-112](#)
4. Discussion and possible action to approve the holding of a joint election with the Spring Branch ISD in May 2023, and to authorize the Mayor and City Administrator to negotiate the terms of an agreement with the School District. [Pgs. 113-123](#)
5. Discussion and possible action to approve a resolution establishing a policy for the issuance and cancellation of writs of capias warrants of arrest by the City's municipal court. [Pgs. 124-126](#)
6. Discussion and possible action to accept the resignation of the City's Alternate Fire Commissioner and to approve a resolution appointing Fidel Sapien as the City's Alternate Commissioner on the Board of Commissioners of the Villages Fire Department. [Pgs. 127-128](#)

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.

1. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City's Fire Commissioner and Alternate Fire Commissioner. [Section §551.074 Personnel Matters]
2. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of City staff members. [Section §551.074 Personnel Matters]
3. To consult with the City's attorney regarding threatened litigation. [Section §551.071 Consultations with Attorney]

H. RECONVENE into Open Session and consider action, if any, on items discussed in Executive Session.

**City of Hunters Creek Village
Monthly Tax Office Report
October 31, 2022**

Prepared by: Elizabeth Ruiz, Tax Assessor/Collector

A. Current Taxable Value \$ 3,166,335,087

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

	Current 2022 Tax Year	Delinquent 2021 & Prior Tax Years	Total
Original Levy 0.194082	\$ 5,959,433.36	\$ 5,727,601.35	\$ 11,687,034.71
Carryover Balance	-	144,026.48	144,026.48
Adjustments	185,853.25	180,535.51	366,388.76
Adjusted Levy	6,145,286.61	6,052,163.34	12,197,449.95
Less Collections Y-T-D	18,501.76	5,914,397.45	5,932,899.21
Receivable Balance	<u>\$ 6,126,784.85</u>	<u>\$ 137,765.89</u>	<u>\$ 6,264,550.74</u>

C. COLLECTION RECAP:

Current Month:	Current 2022 Tax Year	Delinquent 2021 & Prior Tax Years	Total
Base Tax	\$ 18,501.76	\$ 1,253.20	\$ 19,754.96
Penalty & Interest	-	317.56	317.56
Attorney Fees	-	365.56	365.56
Other Fees	-	-	-
Total Collections	<u>\$ 18,501.76</u>	<u>\$ 1,936.32</u>	<u>\$ 20,438.08</u>

Year-To-Date:	Current 2022 Tax Year	Delinquent 2021 & Prior Tax Years	Total
Base Tax:	\$ 18,501.76	\$ 5,914,397.45	\$ 5,932,899.21
Penalty & Interest	-	28,956.37	28,956.37
Attorney Fees	-	6,536.02	6,536.02
Other Fees	-	2,170.36	2,170.36
Total Collections	<u>\$ 18,501.76</u>	<u>\$ 5,952,060.20</u>	<u>\$ 5,970,561.96</u>

Percent of Adjusted Levy	<u>0.30%</u>	<u>97.16%</u>
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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - GENERAL GOVERNMENT (01)							
Revenue							
100-00-41000	CURRENT AD VALOREM TAXES	5,992,963.00	5,992,963.00	10,425.74	5,882,427.57	-110,535.43	1.84 %
100-00-41005	PREVIOUS AD VALOREM TAXES	15,000.00	15,000.00	11,636.21	32,231.19	17,231.19	214.87 %
100-00-41010	FRANCHISE TAXES	370,000.00	370,000.00	29,147.69	285,320.52	-84,679.48	22.89 %
100-00-41015	SALES TAXES	500,000.00	500,000.00	53,732.70	551,452.64	51,452.64	110.29 %
100-00-41020	MIXED DRINK TAX	20,000.00	20,000.00	1,750.71	21,242.64	1,242.64	106.21 %
100-00-41040	PENALTIES/INTEREST	15,000.00	15,000.00	1,009.87	28,344.16	13,344.16	188.96 %
100-00-42035	BUILDING PERMITS	225,000.00	225,000.00	18,020.40	490,765.67	265,765.67	218.12 %
100-00-42044	CREDIT CARD PROCESSING FEE	2,000.00	2,000.00	409.31	4,824.61	2,824.61	241.23 %
100-00-43057	CHILD SAFETY FEES	4,000.00	4,000.00	429.74	4,137.08	137.08	103.43 %
100-00-43070	METRO RECEIPTS	250,000.00	250,000.00	26,866.35	292,530.14	42,530.14	117.01 %
100-00-44025	TRAFFIC FINES	75,000.00	75,000.00	11,260.16	146,494.08	71,494.08	195.33 %
100-00-44027	COURT TECHNOLOGY FUND	2,000.00	2,000.00	269.52	2,715.24	715.24	135.76 %
100-00-44028	COURT SECURITY FUND	1,500.00	1,500.00	314.80	3,230.17	1,730.17	215.34 %
100-00-46030	INTEREST INCOME	5,000.00	5,000.00	13,137.72	51,487.34	46,487.34	1,029.75 %
100-00-48045	SUBD ST. LIGHTS	35,000.00	35,000.00	0.00	35,766.79	766.79	102.19 %
100-00-48055	OTHER INCOME	10,000.00	10,000.00	0.00	8,282.12	-1,717.88	17.18 %
100-00-48065	AMERICAN RESCUE PLAN ACT	600,000.00	600,000.00	0.00	605,619.25	5,619.25	100.94 %
	Revenue Total:	8,122,463.00	8,122,463.00	178,410.92	8,446,871.21	324,408.21	3.99 %
Expense							
100-01-71000	SALARIES & WAGES	573,525.00	573,525.00	43,453.09	446,764.47	126,760.53	22.10 %
100-01-71001	LONGEVITY	5,802.00	5,802.00	0.00	0.00	5,802.00	100.00 %
100-01-71002	457B	11,471.00	11,471.00	426.60	426.60	11,044.40	96.28 %
100-01-71025	TMRS	102,260.00	102,260.00	8,319.66	84,256.75	18,003.25	17.61 %
100-01-71030	PAYROLL TAXES	44,310.00	44,310.00	2,538.02	33,944.58	10,365.42	23.39 %
100-01-71105	INSURANCE BENEFITS	123,200.00	123,200.00	7,787.81	76,886.91	46,313.09	37.59 %
100-01-71107	HRA	4,000.00	4,000.00	0.00	500.00	3,500.00	87.50 %
100-01-72045	NOTICES & MAILING	15,000.00	15,000.00	1,147.13	6,765.24	8,234.76	54.90 %
100-01-72055	OFFICE SUPPLIES & PRINTING	8,500.00	8,500.00	813.74	6,093.89	2,406.11	28.31 %
100-01-72060	TELEPHONE	17,325.00	17,325.00	1,632.26	13,484.57	3,840.43	22.17 %
100-01-72061	TRAVEL & TRAINING	10,000.00	10,000.00	1,848.03	5,686.21	4,313.79	43.14 %
100-01-72062	TUITION REIMBURSEMENT	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-01-72063	CERTIFICATION/LICENSE/EDUCATION	10,200.00	10,200.00	475.00	4,825.00	5,375.00	52.70 %
100-01-72065	MACHINE RENTAL MAINTENANCE	1,800.00	1,800.00	0.00	738.63	1,061.37	58.97 %
100-01-72090	MEMBERSHIPS & SUBSCRIPTIONS	4,200.00	4,200.00	205.00	3,691.55	508.45	12.11 %
100-01-72108	GEN LIABILITY/PROP/WC INS	22,615.00	22,615.00	0.00	0.00	22,615.00	100.00 %
100-01-72109	SURETY BONDS	250.00	250.00	0.00	0.00	250.00	100.00 %
100-01-72110	ELECTIONS	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
100-01-72111	RECORDS MANAGEMENT	500.00	500.00	0.00	0.00	500.00	100.00 %
100-01-72112	CODIFICATIONS	2,500.00	2,500.00	0.00	2,607.00	-107.00	-4.28 %
100-01-75040	OFFICE EQUIPMENT	5,000.00	5,000.00	0.00	2,802.32	2,197.68	43.95 %
100-01-76010	COMPUTER SOFTWARE SERVICES	14,700.00	14,700.00	0.00	11,706.52	2,993.48	20.36 %
100-01-78056	BANK FEES	1,200.00	1,200.00	0.00	292.13	907.87	75.66 %
100-01-78115	PUBLIC RELATIONS	23,000.00	23,000.00	0.00	3,187.74	19,812.26	86.14 %
100-02-72042	CONSULTING SERVICES	20,000.00	20,000.00	1,388.85	10,118.75	9,881.25	49.41 %
100-02-72085	TAX COLLECTOR/ASSESSOR	62,000.00	62,000.00	0.00	40,771.00	21,229.00	34.24 %
100-02-72120	AUDITOR	17,500.00	17,500.00	0.00	18,630.00	-1,130.00	-6.46 %
100-02-72300	LITIGATION	25,000.00	25,000.00	28,851.00	28,851.00	-3,851.00	-15.40 %
100-02-72310	CITY ATTORNEY	75,000.00	75,000.00	5,296.00	24,794.00	50,206.00	66.94 %
100-02-72502	CITY ENGINEER	75,000.00	75,000.00	7,288.75	49,338.75	25,661.25	34.22 %
100-02-78504	TCEQ PHIII STORMWATER PERMIT	7,500.00	7,500.00	0.00	4,479.51	3,020.49	40.27 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-03-72001	VILLAGE FIRE DEPARTMENT	1,658,392.00	1,773,227.34	194,886.60	1,507,780.32	265,447.02	14.97 %
100-03-72005	MEMORIAL VILLAGES POLICE DEPT.	2,099,750.00	2,099,750.00	174,568.80	1,942,516.91	157,233.09	7.49 %
100-04-72015	GARBAGE SERVICE	550,000.00	550,000.00	42,769.42	384,924.78	165,075.22	30.01 %
100-04-72021	STREET LIGHTS-CITY	60,000.00	60,000.00	8,053.94	32,080.34	27,919.66	46.53 %
100-04-72057	OFFICE SUPP/PRINTING - PW	2,000.00	2,000.00	14.04	975.39	1,024.61	51.23 %
100-04-72062	TRAVEL/TRAINING - PW	8,500.00	8,500.00	608.00	1,825.39	6,674.61	78.52 %
100-04-72070	MOSQUITO FOGGING CONTRACT	13,125.00	13,125.00	2,040.50	10,132.90	2,992.10	22.80 %
100-04-72091	MEMBERSHIPS/SUBS PW	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
100-04-72205	UNIFORMS-PW	3,600.00	3,600.00	356.58	2,542.42	1,057.58	29.38 %
100-04-72500	PW-BUILDING INSPECTIONS	60,000.00	60,000.00	6,760.00	53,253.95	6,746.05	11.24 %
100-04-72520	TRUCK MAINTENANCE	15,000.00	15,000.00	115.99	13,210.88	1,789.12	11.93 %
100-04-72530	TRAFFIC LIGHT MAINTENANCE	3,500.00	3,500.00	0.00	558.75	2,941.25	84.04 %
100-04-72540	MOWING CONTRACT	75,000.00	75,000.00	14,401.00	51,987.00	23,013.00	30.68 %
100-04-72541	CONTRACT LABOR	35,000.00	35,000.00	0.00	12,757.50	22,242.50	63.55 %
100-04-72560	LANDSCAPING	30,000.00	30,000.00	1,700.50	13,418.22	16,581.78	55.27 %
100-04-75510	RENTAL/PURCHASE EQUIPMENT	15,000.00	15,000.00	0.00	3,080.82	11,919.18	79.46 %
100-04-75550	TRAFFIC SIGNS	3,000.00	3,000.00	0.00	1,082.18	1,917.82	63.93 %
100-04-76500	STREET & DRAINAGE MAINTENANCE	100,000.00	100,000.00	17,728.95	66,120.96	33,879.04	33.88 %
100-04-78050	BUILDING MAINTENANCE	30,000.00	30,000.00	1,426.40	14,000.42	15,999.58	53.33 %
100-04-78051	JANITORIAL SERVICE BLDG MAINTEN...	9,975.00	9,975.00	835.65	6,685.20	3,289.80	32.98 %
100-04-78063	STORM DISASTER FUND	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00 %
100-04-78064	Ice Storm Expenses 2021	0.00	0.00	0.00	24.99	-24.99	0.00 %
100-04-78540	URBAN FORESTER	15,000.00	15,000.00	0.00	5,751.00	9,249.00	61.66 %
100-04-78544	CREDIT CARD PROCESSING FEES	3,000.00	3,000.00	397.52	4,922.77	-1,922.77	-64.09 %
100-05-73000	JUDGES & PROSECUTORS	40,000.00	40,000.00	2,835.00	26,929.00	13,071.00	32.68 %
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	276.00	882.00	-382.00	-76.40 %
100-05-73030	COURT SUPPLIES & PRINTING	2,500.00	2,500.00	504.00	1,297.55	1,202.45	48.10 %
100-05-73031	COURT TECHNOLOGY	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
100-05-73032	COURT SECURITY	1,800.00	1,800.00	305.85	1,698.65	101.35	5.63 %
100-05-73034	COURT MEMBERSHIPS & SUBSCRIPTI...	500.00	500.00	0.00	200.00	300.00	60.00 %
100-05-73035	COURT-TRAVEL & TRAINING	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
100-05-73044	CREDIT CARD FEES	2,500.00	2,500.00	108.77	321.36	2,178.64	87.15 %
100-05-73045	COURT TAX PD TO STATE	40,000.00	40,000.00	16,506.67	47,363.90	-7,363.90	-18.41 %
100-06-75041	COMPUTER EQUIP. & SOFTWARE	8,500.00	8,500.00	0.00	0.00	8,500.00	100.00 %
100-06-75042	BUILDING OFFICIAL VEHICLE	45,000.00	45,000.00	0.00	45,000.00	0.00	0.00 %
100-06-78064	CAPITAL RESERVE	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00 %
	Expense Total:	6,727,300.00	6,842,135.34	598,671.12	5,134,968.67	1,707,166.67	24.95 %
	Fund: 100 - GENERAL GOVERNMENT (01) Surplus (Deficit):	1,395,163.00	1,280,327.66	-420,260.20	3,311,902.54	2,031,574.88	-158.68 %
Fund: 200 - CAPITAL IMPROVEMENTS (02)							
Expense							
200-01-75038	STREET AND MAINTANANCE - RECUR...	250,000.00	250,000.00	18,209.00	108,073.88	141,926.12	56.77 %
200-01-75050	REFORESTATION	20,000.00	20,000.00	0.00	7,400.00	12,600.00	63.00 %
200-01-75053	OUTFALL REPAIRS	730,000.00	730,000.00	19,872.88	209,760.88	520,239.12	71.27 %
200-01-75055	STREET SIGN REPLACEMENT	25,000.00	25,000.00	0.00	7,913.19	17,086.81	68.35 %
200-01-75056	TRAFFIC LIGHT MAST ARMS	0.00	422,374.55	0.00	85,606.70	336,767.85	79.73 %
200-01-75058	STORM SEWER IMPROVEMENTS	487,500.00	487,500.00	0.00	0.00	487,500.00	100.00 %
200-01-75060	SIDEWALK REPLACEMENT	50,000.00	50,000.00	0.00	17,531.25	32,468.75	64.94 %
200-01-75064	STREET REPLACEMENTS - ONGOING	1,822,500.00	1,822,500.00	176,528.07	271,855.78	1,550,644.22	85.08 %
200-01-75066	ESPLANADE BEAUTIFICATION	70,000.00	70,000.00	0.00	69,124.70	875.30	1.25 %
	Expense Total:	3,455,000.00	3,877,374.55	214,609.95	777,266.38	3,100,108.17	79.95 %
	Fund: 200 - CAPITAL IMPROVEMENTS (02) Total:	3,455,000.00	3,877,374.55	214,609.95	777,266.38	3,100,108.17	79.95 %
	Report Surplus (Deficit):	-2,059,837.00	-2,597,046.89	-634,870.15	2,534,636.16	5,131,683.05	197.60 %

Group Summary

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - GENERAL GOVERNMENT (01)						
Revenue	8,122,463.00	8,122,463.00	178,410.92	8,446,871.21	324,408.21	3.99 %
Expense	6,727,300.00	6,842,135.34	598,671.12	5,134,968.67	1,707,166.67	24.95 %
Fund: 100 - GENERAL GOVERNMENT (01) Surplus (Deficit):	1,395,163.00	1,280,327.66	-420,260.20	3,311,902.54	2,031,574.88	-158.68 %
Fund: 200 - CAPITAL IMPROVEMENTS (02)						
Expense	3,455,000.00	3,877,374.55	214,609.95	777,266.38	3,100,108.17	79.95 %
Fund: 200 - CAPITAL IMPROVEMENTS (02) Total:	3,455,000.00	3,877,374.55	214,609.95	777,266.38	3,100,108.17	79.95 %
Report Surplus (Deficit):	-2,059,837.00	-2,597,046.89	-634,870.15	2,534,636.16	5,131,683.05	197.60 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - GENERAL GOVERNMENT (01)	1,395,163.00	1,280,327.66	-420,260.20	3,311,902.54	2,031,574.88
200 - CAPITAL IMPROVEMENTS (02)	-3,455,000.00	-3,877,374.55	-214,609.95	-777,266.38	3,100,108.17
Report Surplus (Deficit):	-2,059,837.00	-2,597,046.89	-634,870.15	2,534,636.16	5,131,683.05

2022 Municipal Court Recap

Month	Year 2020										Year 2021										Year 2022									
	Total Cases Filed	Citations vs Warnings	Revenues*	Retained by City	Remitted to State	Total Cases Filed	Citations vs Warnings	Revenues*	Retained by City	Remitted to State	Total Cases Filed	Citations vs Warnings	Revenues*	Retained by City	Remitted to State	Total Cases Filed	Citations vs Warnings	Revenues*	Retained by City	Remitted to State	Total Cases Filed	Citations vs Warnings	Revenues*	Retained by City	Remitted to State					
																										'C'	'W'	'C'	'W'	'C'
Jan.	255	105C/150W	\$12,104	\$7,689	\$4,415	19	8C/11W	\$7,098	\$4,746	\$2,352	30	18	12	\$12,675	\$8,623	\$4,052	30	18	12	\$12,675	\$8,623	\$4,052	30	18	12	\$12,675	\$8,623	\$4,052		
Feb.	264	116C/148W	\$14,774	\$9,785	\$4,989	24	4C/18W	\$3,424	\$2,226	\$1,198	158	81	77	\$14,241	\$10,007	\$4,234	158	81	77	\$14,241	\$10,007	\$4,234	158	81	77	\$14,241	\$10,007	\$4,234		
March	38	18C/20W	\$11,245	\$7,858	\$3,387	28	15C/13W	\$11,892	\$8,005	\$3,886	157	79	78	\$20,420	\$14,663	\$5,657	157	79	78	\$20,420	\$14,663	\$5,657	157	79	78	\$20,420	\$14,663	\$5,657		
April	4	4C/0W	\$6,487	\$4,903	\$1,583	69	23C/46W	\$13,471	\$9,541	\$3,930	120	60	60	\$18,034	\$5,749	\$12,285	120	60	60	\$18,034	\$5,749	\$12,285	120	60	60	\$18,034	\$5,749	\$12,285		
May	40	21C/19W	\$10,157	\$7,871	\$2,286	99	42C/57W	\$8,686	\$6,410	\$2,276	175	92	83	\$15,498	\$9,778	\$5,721	175	92	83	\$15,498	\$9,778	\$5,721	175	92	83	\$15,498	\$9,778	\$5,721		
June	33	19C/14W	\$5,720	\$4,219	\$1,501	83	45C/38W	\$8,840	\$6,106	\$2,734	133	87	46	\$17,689	\$12,246	\$5,443	133	87	46	\$17,689	\$12,246	\$5,443	133	87	46	\$17,689	\$12,246	\$5,443		
July	11	8C/3W	\$4,710	\$3,420	\$1,290	55	26C/28W	\$6,939	\$4,350	\$2,589	152	74	78	\$16,461	\$11,295	\$5,167	152	74	78	\$16,461	\$11,295	\$5,167	152	74	78	\$16,461	\$11,295	\$5,167		
Aug.	12	8C/4W	\$4,790	\$3,644	\$1,145	76	41C/36W	\$12,216	\$8,633	\$3,583	144	67	77	\$11,040	\$6,784	\$4,256	144	67	77	\$11,040	\$6,784	\$4,256	144	67	77	\$11,040	\$6,784	\$4,256		
Sept.	28	18C/10W	\$3,597	\$2,715	\$882	165	101C/64W	\$9,542	\$3,655	\$2,887	173	105	68	\$24,690	\$16,131	\$8,559	173	105	68	\$24,690	\$16,131	\$8,559	173	105	68	\$24,690	\$16,131	\$8,559		
October	59	33C/26W	\$3,677	\$2,787	\$890	168	97C/71W	\$19,129	\$12,046	\$7,083	212	102	110	\$11,911	\$7,429	\$4,483	212	102	110	\$11,911	\$7,429	\$4,483	212	102	110	\$11,911	\$7,429	\$4,483		
Nov.	79	56C/23W	\$3,072	\$2,154	\$918	169	66C/103W	\$15,724	\$9,541	\$6,183																				
Dec.	64	34C/30W	\$3,351	\$2,438	\$975	124	54C/70W	\$13,710	\$8,496	\$5,214																				
TOTAL	887	440C/447W	\$83,682	\$59,484	\$24,261	1079	522C/485W	\$130,670	\$83,755	\$43,916	1069	558	511	\$126,060	\$79,145	\$46,816	1069	558	511	\$126,060	\$79,145	\$46,816	1069	558	511	\$126,060	\$79,145	\$46,816		
Monthly Avg	73.92	37C/37W	\$6,973.50	\$4,956.98	\$2,021.74	89.92	44C/40W	\$10,889.17	\$6,979.55	\$3,659.63	89.1	46.5	43	\$10,504.96	\$6,595.39	\$3,901.33	89.1	46.5	43	\$10,504.96	\$6,595.39	\$3,901.33	89.1	46.5	43	\$10,504.96	\$6,595.39	\$3,901.33		

*REVENUES INCLUDES BONDS THAT HAVE BEEN APPLIED



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

Raymond Schultz
Chief of Police

November 14, 2022

TO: MVPD Police Commissioners

FROM: R. Schultz, Chief of Police

REF: October Monthly Report

During the month of October MVPD responded/handled a total of 4,627 calls/incidents. 3,125 House Watch checks were conducted. 708 traffic stops were initiated with 739 citations being issued for 1,367 violations. (Note: 18 Assists in Hedwig, 130 in Houston, 2 in Spring Valley and 0 in Hillshire)

Calls/Events by Village were:

Village	Calls/YTD	House Watches/YTD	Accidents	Citations	Response Time
Bunker Hill:	1341/18513	970/15046	6	141/298/439	9@4:23
Piney Point:	1278/15701	858/12170	7	188/335/523	2@3:42
Hunters Creek:	1823/24181	1294/19760	6	167/253/402	11@3:40
				Cites/Warn/Total	22@3:58

Type and frequency of calls for service/citations include:

Call Type	#	Call Type	#	Citations	#
False Alarms:	145	Ord. Violations:	13	Speeding:	161
Animal Calls:	20	Information:	16	Exp. Registration:	263
ALPR Hits:	131	Suspicious Situations	137	No Ins:	178
Assist Fire:	51	Loud Party	16	License	151
Assist EMS:	23	Welfare Checks:	11	Stop Sign	40
				Fake Plate	123

*This month the department generated a total of 79 police reports.
 BH-21, PP-24, HC-31, HOU-1, HED-2, SV-0*

Crimes Against of Persons (2)

Assault (DV)	1
Assault on a PO	1

Crimes Against Property (8)

Burglary of a Motor Vehicle	2	Theft - Felony	1
Burglary of a Habitation	1	Theft – Misd	1
UUMV	1	Fraud/ID	2

Petty/Quality of Life Crimes/Events (69)

ALPR Hits (valid)	8	Warrants	7
Accidents	19	DWI	2
Information Reports	24	Possession of DW	2
Possession of CS	6	Extortion	1

Arrest Summary: Individuals Arrested (18)

Warrants	7	Felony	2
Class 3 Arrests	7	DWI	2

Budget YTD:	Expense	Budget	%
• Personnel Expense:	4,105,478	5,222,098	78.6%
• Operating Expense:	811,600	959,152	84.6%
• Total M&O Expenditures:	4,917,078	6,181,250	79.5%
• Capital Expenses:	160,125	178,000	90.0%
• Net Expenses:	5,077,203	6,359,250	80.0%

Follow-up on Previous Month Items/Requests from Commission

- Finance sub-committee conducted a TMRS Workshop on November 9, 2022.

Personnel Changes/Issues/Updates

- TCO Tiffany Gresak started October 10, 2022.
- Officer Alli Alsalmni was hired and will start November 21, 2022. Officer Alsalmni comes from the Katy Police Department.

Major/Significant Events

- Detectives and Administrative staff worked on the Flintdale Burglary that occurred on 10/27/22. Utilizing the ALPR and working in conjunction with Hedwig PD, 2 suspects vehicles were identified and entered in the FLOCK system. On 10/29/22 the suspects returned to the area and the ALPR system alerted officers who stopped the vehicle near the victim’s home. The suspects claimed no association to the burglary. On Monday morning, 10/31/22 personnel returned to the area to see if they could determine why the suspects had returned. Officers located a wireless internet camera hidden in the bushes near the street of the victim’s home. Detectives also learned of a burglary involving a similar vehicle had occurred in Sugarland. SPD was contacted and it was confirmed to be the same vehicle. Working together the crew of Columbians was identified and linked to both crimes. Additional information found multiple other cases from throughout the Houstin area involving these suspects. A multi-agency case is now being prepared for prosecution.
- Officers were dispatched to an address on River View Way in reference to a Burglary of a Vehicle. Through investigation officers were able to access nearby surveillance footage and ALPR footage to identify a suspect vehicle and suspect. The victim was recontacted but declined to press charges as he was concerned for the safety of his family.
- Trunk or Treat and the MVPD statue dedication occurred on October 30, 2022. The event was a success and well attended with several hundred people present.

Status Update on Major Projects

- New Servers were purchased and installed. They are now operational. This project was a 2022 Capital Project. The server replacement project was delayed due to the RFP and new IT Vendor selection and transfer process. Upon a review of the project, the new IT Vendor identified a more efficient alternative that allows for on-site back-up and cloud storage.

V-LINC new registrations in October +17

BH – 1510(+9)
PP – 1082 (+4)

HC – 1525 (+3)
Out of Area – 544 (+1)

October VFD Assists

Calls received directly by MVPD via 911/3700

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

Total –10	3:27
-----------	------

Fire – 4	2:58
----------	------

EMS – 6	3:44
---------	------

By Village

BH Fire – 1	0:16
-------------	------

BH EMS – 3	3:24
------------	------

PP Fire – 0	0:00
-------------	------

PP EMS – 1	3:42
------------	------

HC Fire -3	3:05
------------	------

HC EMS -2	4:14
-----------	------

Combined VFD Events (Priority + Radio)

Total – 45	3:28
------------	------

Fire – 37	4:05
-----------	------

EMS – 8	3:53
---------	------

Radio Call Events

Total – 35	3:28
------------	------

Fire- 33	3:21
----------	------

EMS- 2	5:07
--------	------

Radio Call Events by Village

BH – 8	3:19
--------	------

PP – 10	4:04
---------	------

HC – 17	3:16
---------	------

2022 Burglary Map

Address	Alarm	POE
233 Merrie Way	No	Walk-in UNL Door
706 Country Lane	No	Garage UNL Door
11903 Broken Bough	No	Door Kick
24 Greyton Ln	No	Side Door Wind
321 Bunker Hill Rd	No	Const Site
214 Blalock	No	Open Door
26 Windemere	No	Rear Door
7618 River Pt.	No	Rear Door
691 Flintdale	No*	Rear Window

2022 Robberies

Address	MO
201 Kensington	Driveway Robbery



Daytime Burglary



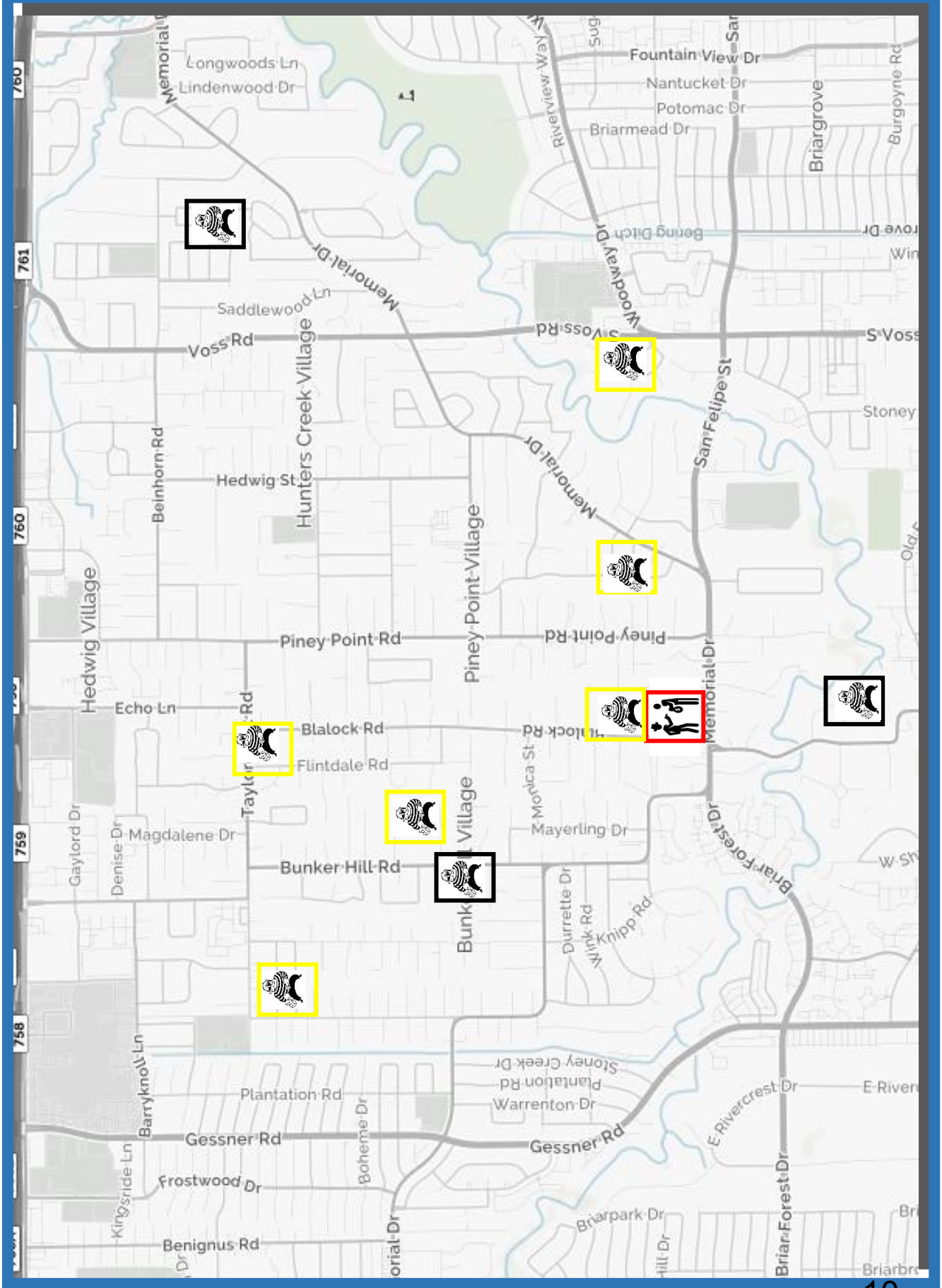
Nighttime Burglary



Robbery

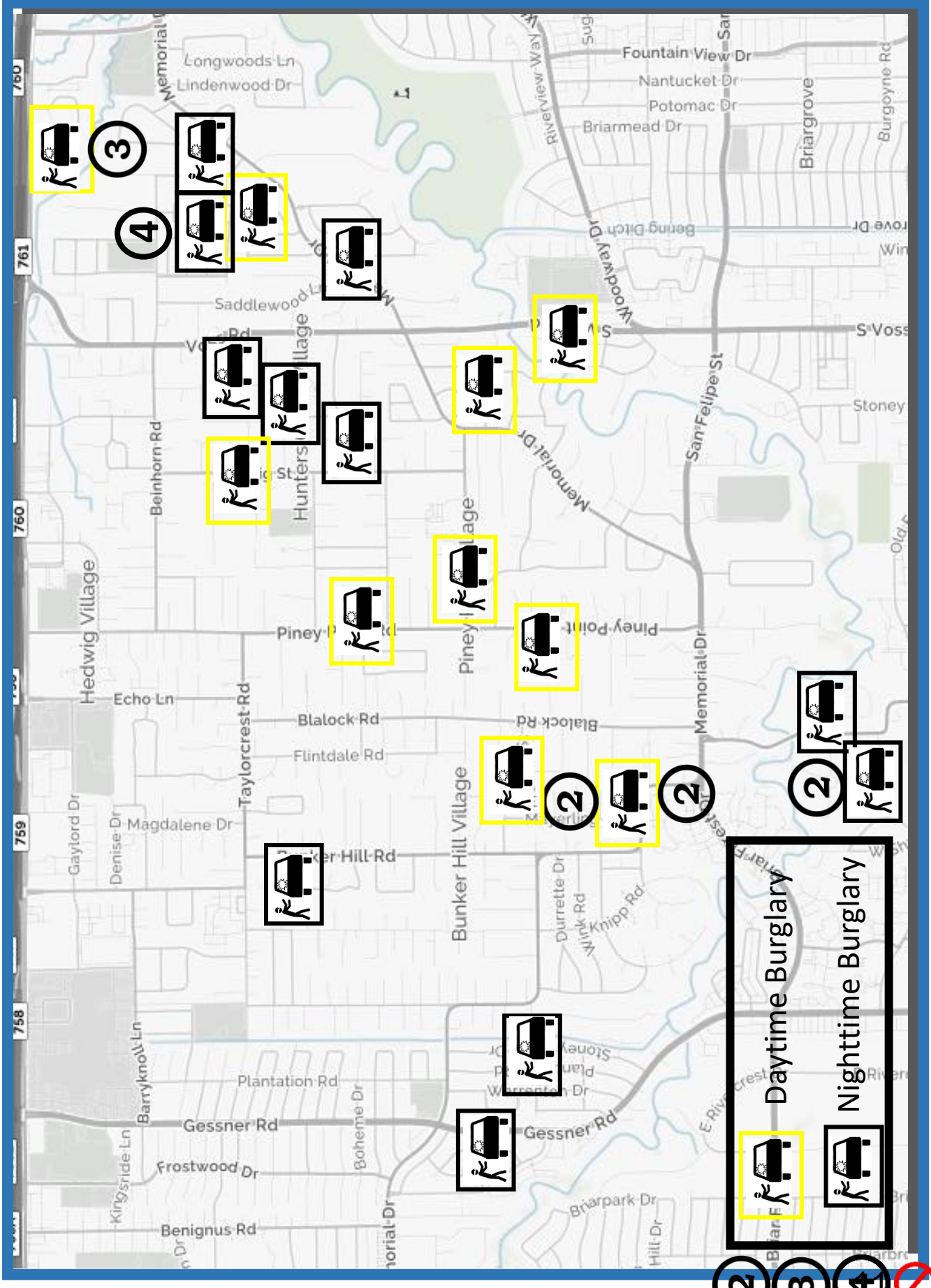


10/31/22



2022 Auto Burglary Map

Address	POE
243 Gessner 22-0042	UNL Vehicle
<u>614 Hunters Grove 22-0046</u>	<u>UNL Vehicle</u>
215 Voss	UNL Vehicle
634 Saddlewood	UNL Vehicle
626 Saddlewood	UNL Vehicle
10710 Bridlewood	UNL Vehicle
718 Camelot	UNL Vehicle
708 Country	UNL Vehicle
1 Windemere	UNL Vehicle
410 Pine Needle	UNL Vehicle
8427 Hunters Creek Drive	UNL Vehicle
8447 Hunters Creek Drive	UNL Vehicle
11024 Greenbay	Side Window
362 Piney Point	UNL Vehicle
11614 Arrowood Cir	UNL Vehicle
251 Plantation	UNL Vehicle
8435 Katy Fwy	UNL Vehicle
11607 Arrowood Cir	UNL Vehicle
708 Country Lane	UNL Vehicle
10917 Roaring Brook	UNL Vehicle
11750 Memorial	UNL Vehicle
11750 Memorial	UNL vehicle
10403 Memorial	UNL Vehicle
90 Williamsburg	UNL Vehicle
<u>10911 Walwick</u>	<u>UNL Vehicle</u>
<u>11625 Monica</u>	<u>UNL Vehicle</u>
<u>11618 Green Oaks</u>	<u>UNL Vehicle</u>
215 Hedwig	UNL Vehicle
<u>1003 Riverview Way</u>	<u>UNL Vehicle</u>
11702 Memorial Dr	UNL Vehicle



2022 Total Incidents

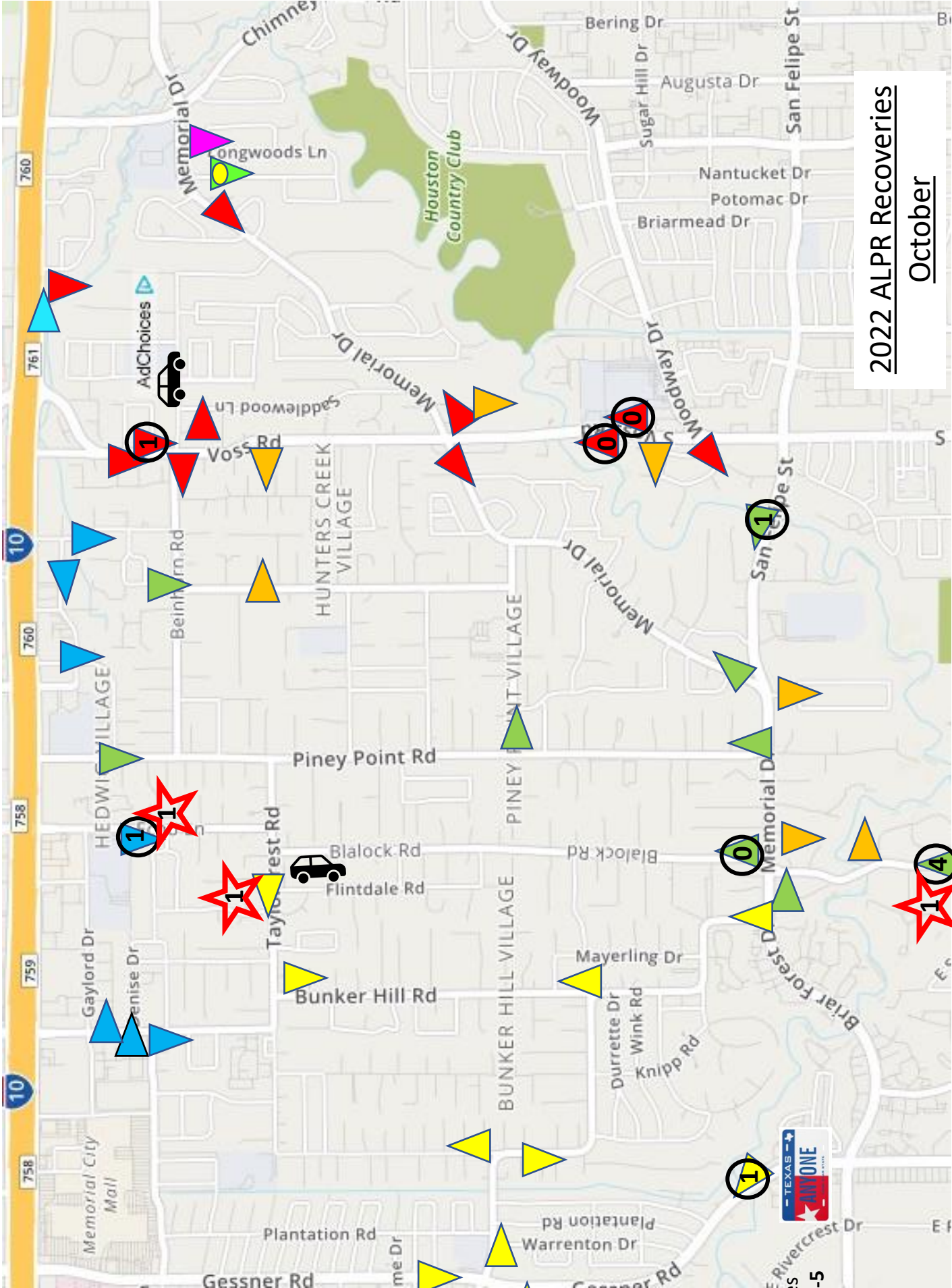
2022	Crimes Against Persons	Crimes Against Property	Quality of Life Incidents	Total	Arrests	Incidents	House Checks	YTD BH INC	YTD BH HC	YTD PP INC	YTD PP HC	YTD HC INC	YTD HC HC
January	2	20	54	76	14	3781	2849	1191	950	1312	1043	1214	854
February	0	12	62	74	23	3588	2510	984	748	1011	714	1476	1048
March	0	16	67	83	21	6164	4904	1883	1549	1588	1241	2562	2104
April	3	16	64	83	18	4641	3459	1231	908	1393	1055	1907	1495
May	0	15	60	75	18	5737	4292	1762	1333	1617	1223	2217	1736
June	1	15	63	79	18	7901	6595	2735	2357	1724	1375	3285	2855
July	0	19	65	84	30	10,781	9439	3554	3189	2612	2228	4454	4017
August	2	13	79	94	24	7,036	5634	2108	1735	1789	1413	2967	2494
September	0	11	57	68	18	5,576	4165	1724	1307	1377	1020	2276	1863
October	2	8	69	79	19	4,627	3125	1341	970	1278	858	1823	1294
November													
December													
Total	10	145	640	795	203	59832	46972	18513	15046	15701	12170	24181	19760

2021 Totals	21	251	712	984	153	96885	83432	34182	30460	25843	22003	35623	30831
Difference													
% Change													

2022 Officer Committed Time to Service Report

Employee Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Reports	Cites	
BAKER, BRIAN C	* 1:12:06	0:25:57	0:41:47	3:39:42	2:14:53	1:17:03	1:36:45	0:01:36	7:02:02	0:56:24					
BALDWIN, BRIAN							13:29:27	26:57:13	10:18:17	24:30:34				37	
BIEHUNKO, JOHN	18:43:22	2:22:28	16:34:24	16:11:16	0:05:01	30:06:58	20:24:31	13:02:30	26:25:28	15:54:27			4	19	
BOGGUS, LARRY	* 15:04:47	5:53:12	4:40:34	3:14:42	4:18:58	8:49:03	4:15:44	2:34:08	7:02:51	0:34:11					
BURLESON, Jason	12:07:07	8:50:51	10:28:24	15:39:39	20:46:39	12:37:07	12:19:19	19:23:50	20:56:06	30:33:41			5	34	
CANALES, RALPH EDWARD	15:47:48	12:59:21	20:33:16	7:12:09	18:07:20	18:57:15	24:50:11	20:27:50	13:12:30	16:46:23			2	14	
CERNY, BLAIR C.	* 10:28:34	4:46:23	5:09:00	13:16:49	3:28:16	2:39:05	17:08:31	9:42:12	5:44:02	3:11:10					
ECKERFIELD, Dillion	14:43:31	50:20:55	41:45:59	20:58:59	46:51:13	46:09:14	33:39:36	36:56:10	29:13:14	27:10:50			5	29	
HARWOOD, NICHOLAS	8:52:50	12:08:28	17:02:07	32:38:36	14:55:59	19:34:36	15:51:00	5:12:47	22:22:46	22:04:36			4	32	
JARVIS, RICHARD	15:27:18	13:08:35	11:48:58	17:43:16	17:42:14	20:08:16	25:38:04	16:09:36	18:06:55	11:21:40			1	17	
JOHNSON, JOHN							1:48:02	40:05:58	47:59:17	22:28:35			2	54	
JONES, ERIC	* 0:00:00	0:00:00	0:00:00	2:26:49	0:58:54	0:00:00	0:00:00	0:00:00	0:00:00	0:10:53					
KELSO JR, RONALD K	18:23:38	18:34:45	18:24:13	16:24:02	21:26:07	16:59:04	21:18:40	6:26:15							
KING, JEREMY										2:29:51			4	5	
KUKOWSKI, Andy	8:41:08	29:17:18	19:38:51	10:43:16	14:27:45	35:09:03	23:03:25	22:42:16	31:17:43	35:09:17			4	52	
LOWRIE, Andy	22:19:30	25:03:32	25:44:26	30:50:09	37:16:39	47:52:05	49:29:44	35:25:22	16:12:44	40:02:02			5	97	
MCELVANY, ROBERT	15:57:19	16:56:24	11:49:41	15:02:12	15:14:52	14:52:41	14:09:33	19:15:01	9:12:08	9:07:59			2	15	
MILLER, OSCAR	* 2:11:11	0:26:31	2:26:05	9:03:28	4:23:24										
NASH, CHRISTOPHER	5:48:17	8:01:05	12:25:46	18:40:35	14:35:51	11:49:00	16:46:51	7:04:50							
ORTEGA, Yesenia	13:37:44	13:06:03	27:04:16	21:00:00	22:35:33	31:13:22	32:38:16	21:42:57	16:57:08	20:22:36			2	30	
OWENS, LANE	* 1:19:54	0:00:00	0:01:20	0:00:00	1:17:38	0:00:00	3:05:43	2:39:36	0:00:00	0:00:00					
PAVLOCK, JAMES ADAM	7:53:53	12:46:08	21:56:20	18:00:52	19:42:42	22:02:06	24:04:31	21:29:20	19:54:17	18:39:43			8	64	
RODRIGUEZ, CHRISTOPHER	* 3:33:25	1:10:27	2:30:35	3:18:59	9:12:09	2:37:41	3:30:42	4:17:13	1:57:38	0:32:23			1		
SALAZAR, Efrain							12:39:26	9:48:42	24:15:54	28:52:18			1	38	
SCHANMEIR, CHRISTIAN	13:46:24	13:54:19	22:55:54	19:04:49	24:31:16	0:00:00	0:00:00	2:55:01	25:56:02	28:18:09			10	42	
SCHULTZ, RAYMOND	* 0:08:10	0:19:11	0:00:00	3:09:04	0:58:56	0:14:11	1:23:01	0:05:17	1:29:27	0:00:00					
SILLIMAN, ERIC	18:28:11	21:46:57	18:28:05	20:43:02	30:52:29	16:55:33	6:26:49	12:22:51	26:01:43	19:02:16			5	43	
SPRINKLE, MICHAEL	2:24:25	3:42:07	7:30:26	10:26:51	8:13:27	12:57:33	8:18:24	10:55:32	7:22:49	7:06:11				6	
TAYLOR, CRAIG	14:23:05	8:57:33	15:22:47	8:22:56	15:25:16	29:26:49	24:23:06	23:14:45	13:53:38	25:04:22			2	23	
TORRES, PATRICK	17:51:27	15:18:21	12:19:55	18:43:20	15:41:19	10:59:51	0:00:00	0:30:06	2:53:18	2:19:03			1	15	
VALDEZ, JUAN	12:53:25	15:40:46	23:53:53	17:10:21	27:45:20	24:50:03	32:46:12	33:34:32	19:22:24	23:41:24			4	25	
VASQUEZ, MONICA	17:21:21	13:46:27	13:46:55	29:48:40	27:25:02	17:57:16	20:04:56	18:56:47	20:16:49	1:14:39					
WHITE, TERRY	19:20:30	25:56:34	40:33:51	25:47:31	15:35:11	40:24:45	24:39:05	42:18:21	26:02:12	21:37:13			6	29	
WILLIFORD, Adam	2:52:41	16:38:20	42:14:42	22:19:22	24:49:13	14:17:33	29:33:12	23:51:32	13:46:42	18:32:00			1	19	
	* = Admin													79	739
Dispatch Committed Time														Totals	
911 Phone Calls	256	313	376	313	395	311	333	326	326	413				3362	
3700 Phone Calls	2431	1978	2504	2412	2739	2561	2537	2566	2231	2355				24314	
DP General Phone Calls*	55:52:24	43:36:37	62:07:20	60:05:05	63:55:16	62:08:35	61:19:42	60:29:22	54:09:10	54:57:09					

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



2022 ALPR Recoveries
October

Hedwig



Bunker Hill



Piney Point



Hunters Creek



Frequent

Mobile

Locations



8 Recovered Vehicles

Recovered Plates - 5

3 Investigative Leads

Lindenwood

HOA



Longwoods

HOA



US Coins



In Process



HOA

Systems



10/30/22

ALPR Recoveries						
Num	Plate	Vehicle	Loc	Val	Links	Date
1	PYW1930	Jeep Pat	6	\$ 18,000.00	Missing Peson	5-Jan
2	NS26202	Chev SPK	19	\$ 14,000.00	Fugitive	9-Jan
3	LBH7413	Toy Cam	8	\$ 18,000.00	Burg/Warr	13-Jan
4	36268G6	Niss Sent	24	\$ 14,500.00		14-Jan
5	PSS6946	ChevImpala	22	\$ 21,000.00		20-Jan
6	27517B1	BlkLexus	21	\$ 34,000.00	FelWarrant	30-Jan
7	JMH0296	Ford Must	17	\$ 23,500.00		1-Feb
8	AL32592	U-HAUL	Station	\$ 70,000.00	Poss Meth	24-Feb
9	NPS2672	Ford F150	20	\$ 45,000.00	Carjacking	25-Feb
10	KPH5017	LexG43	17	\$ 18,500.00	Warr	3-Mar
11	NVT0203	Chev Mal	103	\$ 16,000.00	Warr	8-Mar
12	C337283	Chev1500	Coins	\$ 21,000.00	Fugitive	13-Mar
13	NKM9110	Toy SUV	19	\$ 30,000.00	Fugitive	19-Mar
14	LTR0879	Honda ACC	21	\$ 18,000.00		20-Mar
15	94AQZQ	ToyCam	2	\$ -	Hotlist Mail Thief	25-Mar
16	MKP5490	Toy Rav4	7	\$ 26,000.00	Fugitive	22-Mar
17	PRF3098	Niss Con	19	\$ 18,750.00	Armed Rob	31-Mar
18	GFB5552	Toy Cor	19	\$ 16,000.00	car Jacking	1-Apr
19	AG89893	Uhaul	1	\$ 41,000.00		23-Apr
20	HTV3407	Ford Esc	1	\$ 20,000.00	Missing Peson	26-Apr
21	MCD4078	HynEln	4	\$ 23,500.00		2-May
22	LBL4381	Ram1500	8	\$ 41,000.00		4-May
23	RRB3406	NissXTR	23	\$ 27,000.00		5-May
24	PMU5213	NissSen	21	\$ 18,500.00		5-May
25	RP27921	Ford Foc	RB 23	\$ 12,000.00		6-May
26	48055C8	HumH3	19	\$ 46,000.00	Fugitive	6-May
27	MZZ3102	ChevSub	23	\$ 27,000.00		8-May
28	Q252W43	F150	27	\$ 30,000.00		26-May
29	RFK9077	NissMur	8	\$ 23,000.00		26-May
30	RGR4290	Kia	8	\$ 22,500.00	Poss of Narcotics	27-May
31	PBJ4056	Niss	8	\$ 25,500.00	Stolen Firearm	27-May
32	AHO1898	UHaul	7	\$ 42,500.00	Stolen misc items	1-Jun
33	KKM3831	ToyCam	8	\$ 20,000.00	Fugitive	11-Jun
34	LFS4848	Honda Civ	20	\$ 15,000.00		14-Jun
35	PXD7306	FordEsc	19	\$ 18,750.00	Fugitive	17-Jun
36	CZY9487	FordF250	24	\$ 37,000.00	Hotwire	18-Jun
37	57BYIV	Kia	24	\$ 24,000.00	hertz Rental	20-Jun
38	RMX4945	Acura	21	\$ 32,000.00	Carjacking	7-Jul
39	0698V50	Toy Cam	Hed	\$ 23,000.00	Fraud	12-Jul
40	4TZ8195	Trailer	21	\$ 6,000.00	Fraud	18-Jul
41	CQE6383	MerBenz	21	\$ 65,000.00	Fraud	21-Jul
42	RNV3718	Ford Van	21	\$ 17,000.00	Fraud	24-Jul
43	NHV2432	HynEln	1	\$ 18,000.00	Fraud	30-Jul
44	KXR5488	DodJour	6	\$ 9,000.00		2-Aug
45	RSL6806	HYNVelos	1	\$ 17,000.00	Fraud	4-Aug
46	DP23402	HONCiv	1	\$ 15,000.00	Fugitive	5-Aug
47	RXR2715	HondaCR	Hed	\$ 18,000.00	Fraud	7-Aug
48	PZY0325	INFQX50	8	\$ 21,000.00	Fraud	7-Aug
49	KRL3811	CAD	19	\$ 26,000.00	Fraud	9-Aug
50	RXF2537	HonPilot	21	\$ 17,000.00	Fraud	12-Aug
51	PGF5119	FordExp	6	\$ 19,500.00	Narcotics	17-Aug
52	LWC2986	LandRover	13	\$ 31,000.00	Narcotics	19-Aug
53	AL62414	UHaul	24	\$ 4,000.00		20-Aug
54	AL08211	GMCCargo	22	\$ 30,000.00		20-Aug
55	NYK5679	ToyCor	13	\$ 14,000.00		25-Aug
56	LDP126 FL	Toy Max	21	\$ 23,000.00		28-Aug
57	RZM2175	BMW328	24	\$ 24,000.00		3-Sep
58	RMV6623	Ford Focus	23	\$ 12,500.00	Fraud-Salv Title	6-Sep
59	AE06024	FordVan	22	\$ 42,000.00	Carjacking	13-Sep
60	FJR9716	Audi	1	\$ 31,000.00	Fugitive	14-Sep
61	RCS8286	Chevy	13	\$ 27,000.00	narcotics	1-Oct
62	MHV3766	ChevySil	19	\$ 30,000.00	Stolen plates	3-Oct
63	RYF7801	ToyCam	8	\$ 18,500.00	Fugitive	3-Oct
64	RZZ0130	HondaAcc	23	\$ 15,000.00		8-Oct
65	MHV6529	AudiQ5	8	\$ 24,000.00		14-Oct
66	PKM2430	Ford Must	Hed	\$ 18,000.00		18-Oct
67	48BGP5	ToyRAV	8	\$ 20,000.00		30-Oct
68	RRH6618	Hynd	8	\$ 16,000.00		31-Oct
69						
70						

Plate Recoveries						
Plate Recove	Date	Links	Plate Reco	Date	Links	
IS11QH	1/4/2022		53821C6	6/25/2022	Fake/Fugitive	
63B374	1/4/2022		NS26346	6/27/2022		
39496Y1	2/18/2022	same plate on 2 cars	NMD9375	7/7/2022		
39496Y1	2/18/2022	same plate on 2 cars	03339D99	7/8/2022		
NBB1660	3/3/2022		18D0631	7/26/2022		
LIS3735	3/7/2022		0541X86	9/2/2022		
KT83323	3/10/2022	Recovered 100+ CC's	7F4429	9/3/2022		
BGFB425	3/15/2022	Hertz	DKS8246	9/3/2022		
72HCF9	3/25/2022		0976X86	9/19/2022		
MKP5490	3/22/2022	On Stolen Veh	70195H3	9/25/2022		
72HCF9	3/26/2022		LEZ740	10/4/2022		
43423 E7	7-Apr		NXN4257	10/6/2022		
30054V3	5/9/2022		7E7288	10/11/2022		
34917B9	5/12/2022		0876P26	10/20/2022		
LCL5909	5/12/2022	Stolen Plate	1625C70	10/21/2022		
0006H59	6/1/2022	Fake Tag	1028C79	10/23/2022		
006H59	6/4/2022	Stolen Plate	PYS7450	11/1/2022		
0252W43	6/4/2022	Stolen Plate	RMR9596	11/2/2022		
0006H59	6/4/2022	Stolen Plate				
PXD7306	6/17/2022	Stolen on Stolen				
86F1775	6/18/2022	Fake/Stolen				
0271A61	6/24/2022	Fake/Stolen				

Firearm in vehicle
Temp Tag

Vehicle found to be Stolen

Located but Fled					
Date	Plate	Camera	Date	Plate	Camera
13-Mar	PGP4565	7	3-Jul	0339D99	21
26-Mar	KZR0019	19	19-Jul	CQE6383	21
12-Jun	KTG0535	17	15-Aug	PYR2967	22
26-Jun	PYV1695	20	23-Sep	RXY5625	13
26-Jun	PTD5972	23			

Missing Person		
Date	Plate	Camera
6/7/2022	LZM0966	2
6/7/2022	GLW6656	1

42 of 68 involved in other crimes = 63%

Program Summary			
2022 Value	\$ 1,620,000.00	Recovered	40
2021 Value	\$ 1,683,601.00	Recovered	75
2020 Value	\$ 1,147,500.00	Recovered	61
2019 Value	\$ 438,000.00	Recovered	22
Program Total	\$ 4,889,101.00		198

INVESTIGATIVE LEADS				
3/11/2022	JXN1575	20	Mail and Vehicle Thefts	HPD Case TOT HPD
3/24/2022	94A02Q FL	19	Mail Thiefs	Lead TO-Be issued
4/4/2022	Green Honda	23	Robbery	Lead TB To-Be issued
4/8/2022	Chev Impala6	6	Burglary	lead Arrest
4/19/2022	Cad Esc	#174	UUMV	Lead tot HPD
4/21/2022	Toy Cor	15	BMV	Lead To-Be issued
5/21/2022	LJN6783	Wind	Mail Thieves	Arrest Arrest
5/23/2022	RKH5452	1	BOH	Lead To-Be Issued
7/6/2022	78660E1	Hed	Const Theft	Arrest 3 in-custody

October 2022 ALPR REPORT



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

2022 ALPR Data Report

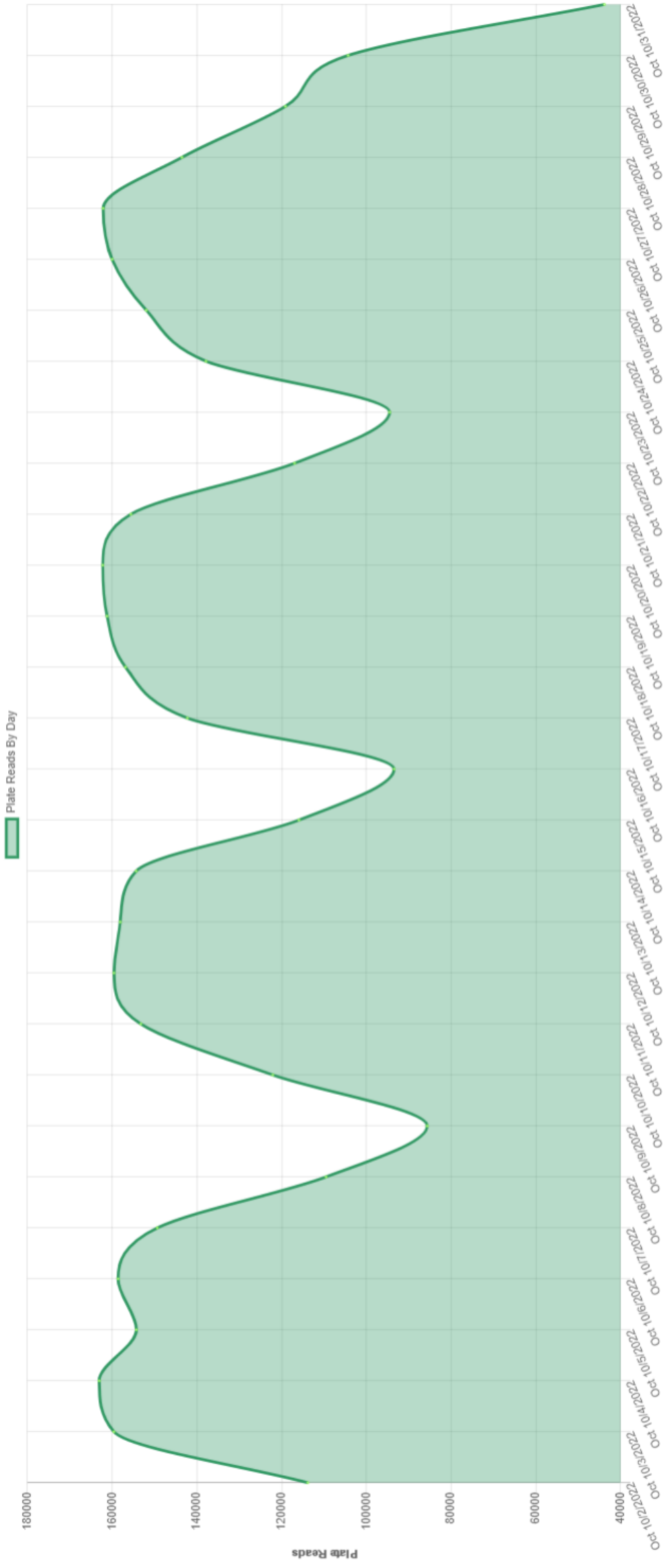
Plate Reads Summary

Total Plate Reads:
4,062,539

[Download CSV](#)

Oct 2 - Oct 31

Cameras (33)



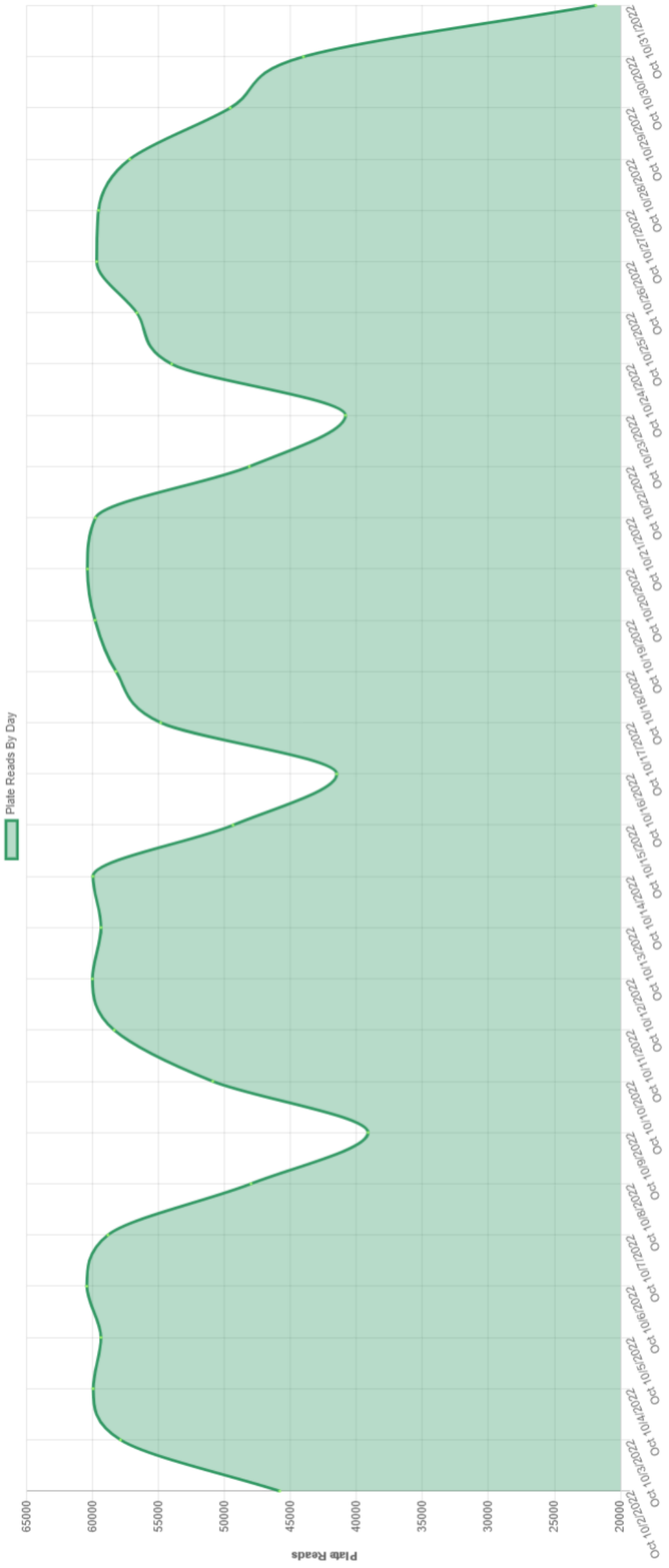
Unique Plate Reads Summary

Total Unique Plate Reads:
488,761

[Download CSV](#)

Oct 2 - Oct 31

Cameras (33)



Hits Report

Total Hits:
210

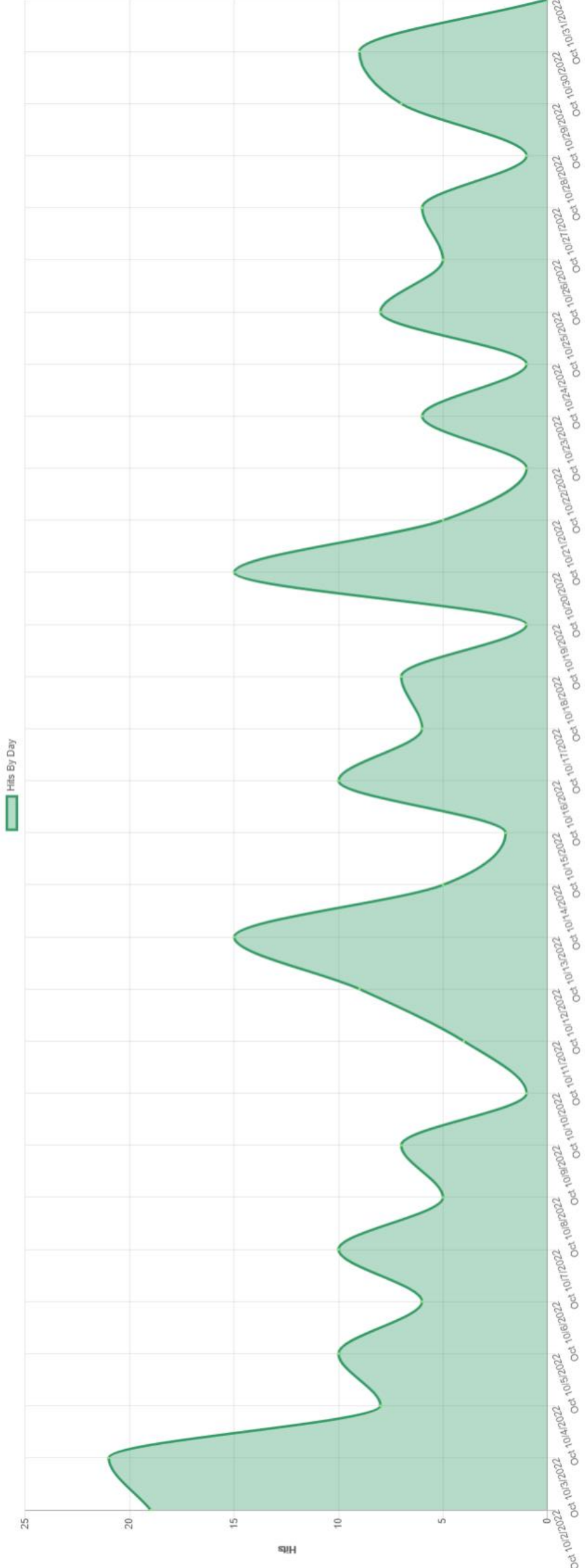
[DOWNLOAD CSV](#)

Oct 2 - Oct 31

Topics (14) ▾

Cameras (33) ▾

Search



Top 6 Categories

Hits Report

Total Hits:
131

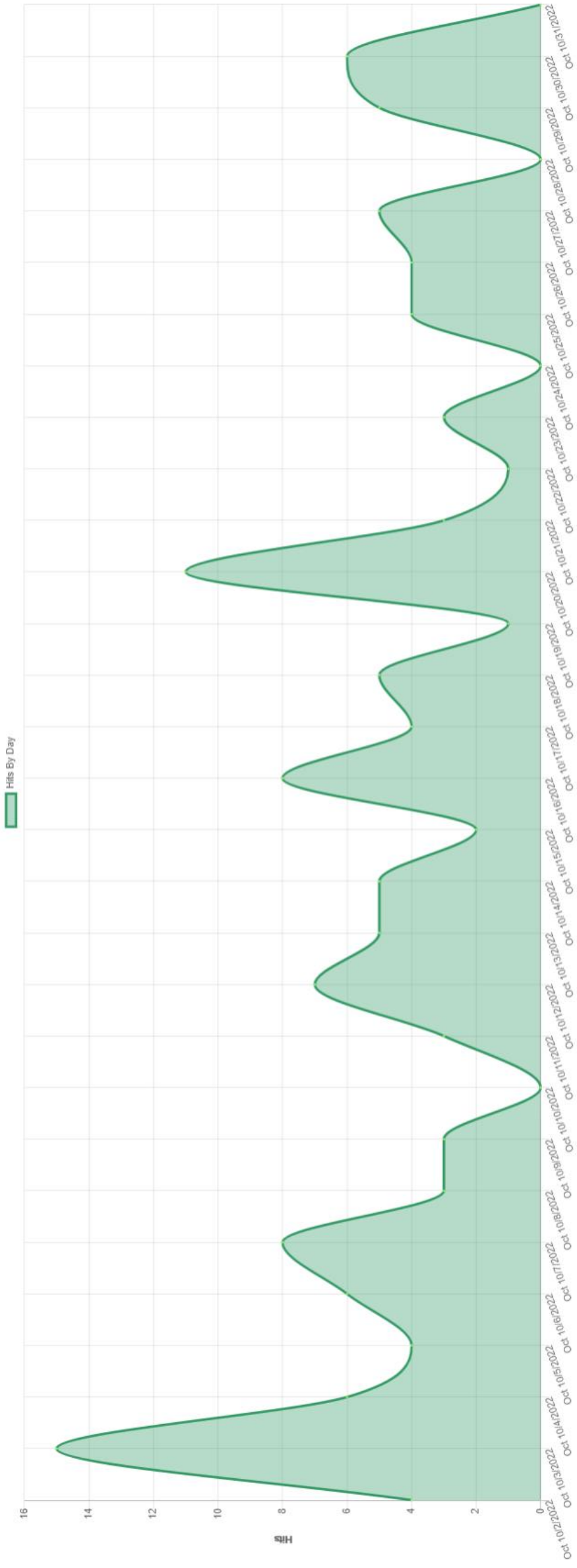
Oct 2 - Oct 31

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Topics (6) ▾

Cameras (33) ▾

Search



Sex Offenders Only Hits

Hits Report

Total Hits:
24

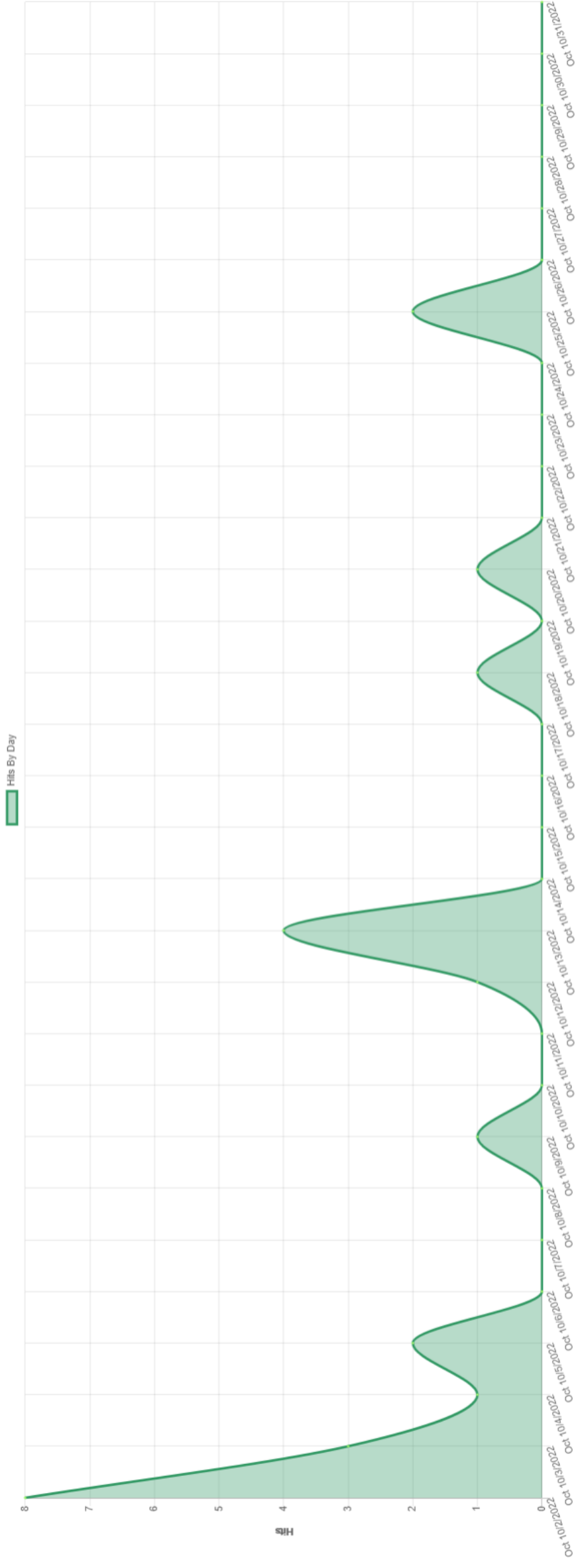
[DOWNLOAD CSV](#)

Oct 2 - Oct 31

Topics (1) ▾

Cameras (33) ▾

[Search](#)



- #1 Gessner S/B at Frostwood
- #2 Memorial E/B at Memorial
- #3 NO ALPR - Future Location
- #4 Memorial N/B at Briar Forrest
- #5 Bunker Hill S/B at Taylorcrest
- #6 Taylorcrest W/B at Flintdale
- #7 Memorial E/B at Briar Forrest
- #8 2200 S. Piney Point N/B
- #9 N. Piney Point N/B at Memorial
- #10 Memorial E/B at San Felipe
- #11 Greenbay E/B Piney Point
- #12 Piney Point S/B at Gaylord
- #13 Gessner N/B at Bayou
- #14 Beinhorn W/B at Pipher

- #15 Hunters Creek Drive S/B at I-10
- #16 Memorial W/B at Creekside
- #17 Memorial W/B at Voss
- #18 Memorial E/B at Voss
- #19 S/B Voss at Old Voss Ln 1
- #20 S/B Voss at Old Voss Ln 2
- #21 N/B Voss at Magnolia Bend Ln 1
- #22 N/B Voss at Magnolia Bend Ln 2
- #23 W/B San Felipe at Buffalo Bayou
- #24 N/B Blalock at Memorial
- #25 N/B Bunker Hill at Memorial
- #26 S/B Hedwig at Beinhorn
- #27 Mobile Unit #181
- #28 Mobile Speed Trailer

- #29 Riverbend Main Entrance
- #30 Beinhorn E/B at Voss
- #31 Memorial E/B at Tealwood (new)
- #32 Greenbay W/B at Memorial
- #33 Strey N/B at Memorial

Private Systems monitored by MVPD

- US COINS - I-10 Frontage Road
- Memorial Manor NA Lindenwood/Memorial
- Greyton Lane NA
- Calico NA
- Windemere NA
- Mott Lane
- Kensington NA
- Stillforest NA
- Farnham Park
- Riverbend NA
- Pinewood NA
- Hampton Court
- Bridlewood West NA
- N Kuhlman NA
- Longwoods NA
- Memorial City Mall - 22

Yellow = Bunker Hill

Green = Piney Point

Red = Hunters Creek

Blue = MVPD Mobile

Purple = Privately Owned Systems



Hits/Reads By Camera

1 15/213,431
 2 4/176,477
 3 See #31
 4 1/159,429
 5 0/22,973
 6 1/71,516
 7 8/140,520
 8 16/267,589
 9 1/117,589
 10 4/97,376
 11 0/52,483
 12 5/197,769
 13 18/287,865
 14 0/68,908
 15 0/6,851
 16 0/21,777

17 1/7,670 *
 18 2/105,805
 19 11/175,573
 20 6/236,285
 21 6/383,620
 22 6/405,052
 23 6/302,935
 24 9/188,978
 25 0/18,508
 26 0/53,561
 27 5/137,398
 28 2/37,047
 29 0/5,316
 30 0/19,751
 31 2/13,437**
 32 1/49,838
 33 1/43,052

Total Reads – 4,062,539

Unique Reads – 488,761

Hits- 404

6 Top Hit List- 131

- Hotlist - 11
- Stolen Vehicle
- Stolen Plate
- Gang Member
- Missing
- Amber

Recoveries - 8

- *Showing as #31 Tealwood at Memorial
- ** Only 3 days of operation

1	2			3			4			5			6			7			8			9			10			11			12			13			14			15																																																																																																	
	Total Number of Incidents 2022			Life Threatening (LT) EMS Incidents			Life Threatening (LT) Fire Incidents			Life Threatening (LT) Fire Incidents			Life Threatening (LT) Fire Incidents			Life Threatening (LT) Fire Incidents			Life Threatening (LT) Fire Incidents			Life Threatening (LT) Fire Incidents			Life Threatening (LT) Fire Incidents			Life Threatening (LT) Fire Incidents			Life Threatening (LT) Fire Incidents			Life Threatening (LT) Fire Incidents			Life Threatening (LT) Fire Incidents																																																																																																				
	Fire	EMS	Total	# LT EMS	Natl Stand. 6:30 1st Resp. Time	of 90%	Natl. Stand 10:30 ALS Resp Time	of 90%	# LT Fire	Natl Stand. 6:50 Response Time	of 90%	# LT Fire	Natl Stand. 6:50 Response Time	of 90%	% of 2022 Calls are:	Fire	EMS	% of 2022 Calls are:	Fire	EMS	% of 2022 Calls are:	Fire	EMS	% of 2022 Calls are:	Fire	EMS	% of 2022 Calls are:	Fire	EMS	% of 2022 Calls are:	Fire	EMS	% of 2022 Calls are:	Fire	EMS	% of 2022 Calls are:																																																																																																					
Bunker Hill Village	139	109	248	45	3:17	100%	5:49	100%	23	5:38	100%	23	5:38	100%	56%	44%	69	50%	Hedwig Village	170	242	412	141	3:00	100%	2:58	100%	20	3:15	100%	20	3:15	100%	41%	59%	70	41%	Hilshire Village	33	38	71	21	3:31	100%	5:04	100%	3	5:42	100%	3	5:42	100%	46%	54%	12	36%	Hunters Creek Village	218	111	329	45	3:48	100%	5:21	100%	20	4:32	100%	20	4:32	100%	66%	34%	101	46%	Piney Point Village	196	91	287	48	3:33	100%	4:53	100%	18	4:19	100%	18	4:19	100%	68%	32%	93	47%	Spring Valley Village	174	173	347	82	2:37	100%	4:23	100%	29	4:05	100%	29	4:05	100%	50%	50%	44	25%	Houston	95	3	98																				
Totals	1025	767	1792	382	3:18	100%	4:45	100%	113	4:35	100%	113	4:35	100%	57%	43%	389	41%																																																																																																																							

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

Column 1: Reflects the cities listed within the chart.

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

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

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

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

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

Column 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: 90%

Column 7: Reflects the year to date, percentage of calls which the national standard is met during life threatening EMS calls.

Column 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: 10 minutes 30 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 are "fire type" calls.

Column 14: Reflects the year to date, percentage of call which are "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.

Village Fire Department 2022 Strategic Plan Performance Report						
2022 OPERATING BUDGET	Standards/Base	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD Total
Percentage if spending 100% of budget		25.00%	25.00%	25.00%	8.30%	83.30%
Actual Percentage of Budget Spent	100%	23.22%	25.30%	26.37%	8.85%	83.74%
Department Budget	\$7,789,561.06	\$1,808,825.15	\$1,970,679.65	\$2,054,325.43	\$689,393.64	\$6,523,223.87
Personnel Expenses Total	\$6,693,219.90	\$1,568,604.43	\$1,660,277.23	\$1,751,543.21	\$581,504.87	\$5,561,929.74
Percentage Personnel Budget Spent		23.44%	24.81%	26.17%	8.69%	83.11%
Overtime	\$353,000.00	\$77,989.40	\$132,688.25	\$131,520.77	\$27,028.73	\$369,227.15
% Overtime Budget Spent		22.09%	37.59%	37.26%	7.66%	104.60%
Capital Expenditures	\$230,400.00	\$10,481.47	\$11,187.42	\$58,952.45	\$17,455.76	\$98,077.10
% Capital Budget Spent		4.55%	4.86%	25.59%	7.58%	42.58%
Operational Expenditures	\$865,941.12	\$229,738.25	\$299,215.00	\$243,829.77	\$90,433.01	\$863,216.03
% Operational Budget Spent		26.53%	34.55%	28.16%	10.44%	99.68%
EMERGENCY OPERATIONS:						
Average Dispatch Time, high priority calls	60 Seconds	0:44	0:38	0:42	0:42	0:41
Average Turnout Times, high priority calls	60 Seconds	0:54	1:01	0:59	1:00	0:58
Average Total Response high priority EMS calls	6:30	4:46	4:43	4:46	1:02	4:45
# Incidents	6:50	3:48	4:37	4:33	178	15:14
# Responses		551	554	623	352	2080
VFD Patients		915	916	1095	75	3001
Patients Transported		152	130	229	48	559
EMS REVENUE						
EMS Revenue Fund Balance		\$67,769.08	\$111,718.14	\$181,953.45	\$221,736.31	\$221,736.31
Revenue Collected, Avg Per Patient		\$459.26	\$370.74	\$431.42	\$792.52	\$513.49
Amount Billed		\$360,586.58	\$111,443.56	\$382,803.18	\$98,220.25	\$953,053.57
Gross Revenue Received		\$69,807.25	\$48,196.21	\$98,794.26	\$38,041.18	\$254,838.90
Fire Marshal:						
# of General Plans Reviewed		10	6	8	5	29
# of Sprinkler Systems Reviewd		45	52	55	12	164
# Fire Investigated		1	1	0	0	2
# Inspections YTD		171	238	433	594	594
Fire Prevention Permits		15	8	7	1	31
Residential Sprinklers to date		2200	2225	2250	2255	2250
# of Community Ed Events		20	9	11	23	63
% of Homes with Sprinkler Systems	6708	32.8%	33.1%	33.3%	33.6%	33.6%

MAYOR
Jim Pappas

CITY OF HUNTERS CREEK VILLAGE

CITY COUNCIL
Stuart Marks
Fidel Sapien
Linda Knox
Chip Cowell
Jay Carlton



CITY ADMINISTRATOR
Tom Fullen, MPA, CPM

Building Official Monthly Report

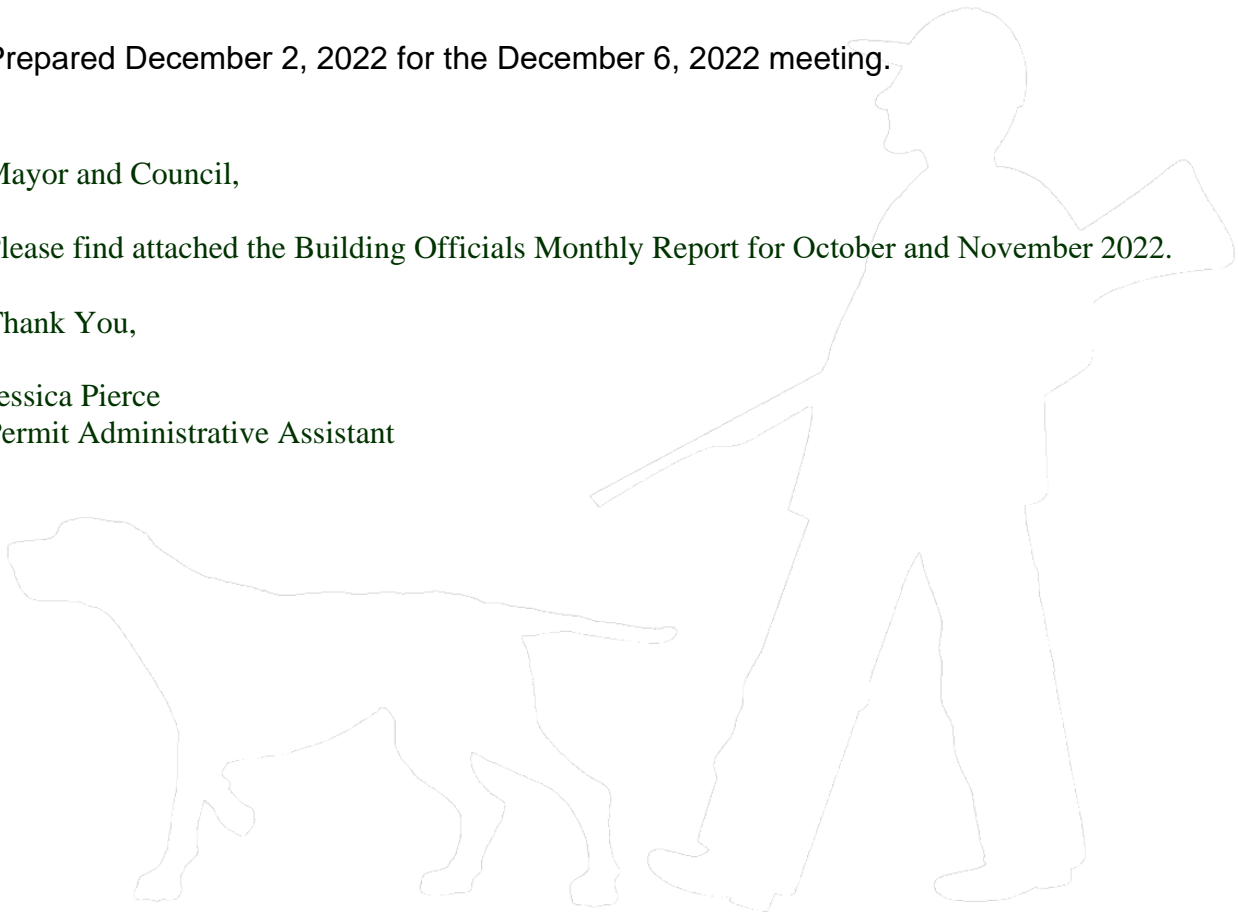
Prepared December 2, 2022 for the December 6, 2022 meeting.

Mayor and Council,

Please find attached the Building Officials Monthly Report for October and November 2022.

Thank You,

Jessica Pierce
Permit Administrative Assistant



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

Month	Building			Electrical		Mech & Plumbing		Total		Valuation
	# Issued	\$ Fees	# New Res	# Issued	\$ Fees	# Issued	\$ Fees	# Issued	\$ Fees	\$
January	17	\$10,267	1	12	\$2,160	18	\$2,510	47	\$14,937	\$1,779,758
February	24	\$17,887	1	10	\$1,455	21	\$3,355	55	\$22,697	\$2,970,153
March	34	\$149,084	0	17	\$3,390	32	\$6,140	83	\$158,614	\$29,896,341
April	18	\$4,866	0	15	\$2,825	29	\$4,030	62	\$11,721	\$13,646,371
May	25	\$5,817	0	13	\$2,340	26	\$4,440	64	\$12,597	\$1,032,779
June	23	\$24,680	2	18	\$3,220	35	\$5,320	76	\$33,220	\$7,849,746
July	15	\$23,330	2	23	\$4,590	29	\$5,700	67	\$33,619	\$5,221,170
August	19	\$27,662	2	14	\$2,965	20	\$4,495	53	\$35,122	\$4,849,719
September	26	\$6,996	0	13	\$2,670	34	\$4,870	73	\$14,536	\$1,362,060
October	27	\$32,322	3	8	\$1,385	24	\$4,795	59	\$38,501	\$5,800,301
November	19	\$4,856	0	13	\$1,900	24	\$4,175	56	\$10,930	\$940,466
December	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
Permit Activity Report (Issued) - 2021**

Month	Building			Electrical		Mech & Plumbing		Total		Valuation
	# Issued	\$ Fees	# New Res	# Issued	\$ Fees	# Issued	\$ Fees	# Issued	\$ Fees	\$
January	29	\$17,846	1	19	\$3,215	24	\$4,495	72	\$25,556	\$3,108,651
February	15	\$24,327	2	9	\$1,410	18	\$2,420	49	\$28,516	\$4,311,997
March	35	\$14,765	0	19	\$2,615	44	\$6,985	98	\$24,365	\$2,394,000
April	26	\$5,970	0	17	\$3,240	20	\$2,675	63	\$11,885	\$1,229,148
May	21	\$14,620	1	23	\$3,585	43	\$6,630	87	\$24,835	\$3,849,073
June	28	\$26,027	2	14	\$2,810	29	\$4,645	71	\$33,482	\$4,930,737
July	26	\$31,787	3	14	\$2,365	21	\$3,485	61	\$37,367	\$4,347,372
August	27	\$16,496	0	23	\$4,265	54	\$7,960	104	\$28,721	\$3,570,864
September	19	\$34,387	2	21	\$4,025	33	\$6,575	73	\$44,987	\$5,535,127
October	23	\$24,797	1	22	\$4,405	30	\$4,895	75	\$34,097	\$4,061,891
November	31	\$38,585	2	36	\$5,625	16	\$3,325	83	\$47,535	\$5,919,766
December	37	\$53,801	5	21	\$3,035	35	\$7,890	93	\$64,726	\$10,576,710
Total	317	\$303,408	19	238	\$40,595	367	\$61,980	929	\$406,072	\$53,835,336

**City of Hunters Creek Village
Permit Activity Report (Issued) - 2022**

Month	Building			Electrical		Mech & Plumbing		Total		Valuation
	# Issued	\$ Fees	# New Res	# Issued	\$ Fees	# Issued	\$ Fees	# Issued	\$ Fees	\$
January	21	\$28,575	2	29	\$5,735	34	\$7,465	84	\$41,775	\$3,260,398
February	32	\$9,165	0	19	\$4,317	46	\$7,160	97	\$20,642	\$1,410,185
March	47	\$54,321	3	26	\$5,041	44	\$8,270	117	\$67,632	\$7,489,496
April	38	\$22,082	1	21	\$4,235	49	\$8,320	108	\$34,627	\$4,190,733
May	36	\$32,072	1	21	\$4,065	49	\$7,125	106	\$43,262	\$5,335,819
June	30	\$46,204	4	30	\$5,430	44	\$7,190	104	\$58,824	\$9,917,597
July	47	\$35,397	3	20	\$4,025	41	\$7,345	108	\$46,507	\$8,192,246
August	28	\$57,515	3	18	\$3,005	46	\$7,345	92	\$67,865	\$10,031,271
September	32	\$63,269	5	27	\$5,350	38	\$7,540	97	\$76,159	\$12,899
October	27	\$5,040	0	18	\$3,400	39	\$8,330	84	\$16,770	\$1,326,733
November	32	\$28,486	1	17	\$3,520	32	\$5,895	81	\$37,901	\$3,984,972
December										
Total	370	\$382,126	23	246	\$48,123	462	\$81,985	1,078	\$511,964	\$55,152,349

**City of Hunters Creek Village
Inspection Activity Report - 2021**

	Inspections Performed	Inspections Passed	% Passed	Inspections Failed	% Failed
Month					
January	147	124	84.4	23	15.6
February	98	86	87.8	12	12.2
March	172	146	84.9	26	15.1
April	135	118	87.4	17	12.6
May	126	111	88.1	15	11.9
June	165	137	83.0	28	17.0
July	139	113	81.3	26	18.7
August	170	155	91.2	15	8.8
September	186	163	87.6	23	12.4
October	188	164	87.2	24	12.8
November	124	113	91.1	11	8.9
December	188	174	92.6	14	7.4
Total	1838	1604	87.2	234	12.8

**City of Hunters Creek Village
Inspection Activity Report - 2022**

	Inspections Performed	Inspections Passed	% Passed	Inspections Failed	% Failed
Month					
January	184	169	91.8	15	8.2
February	201	188	93.5	13	6.5
March	214	197	92.1	17	7.9
April	247	231	93.5	16	6.5
May	245	221	90.2	24	9.8
June	241	207	85.9	34	14.1
July	218	197	90.4	21	9.6
August	215	205	95.3	10	4.7
September	274	256	93.4	18	6.6
October	210	191	91.0	19	9.0
November	179	155	86.6	24	13.4
December					
Total	2428	2217	91.2	211	8.8

Inspections with Odometer Readings, by Inspector and Vehicle

Dec 2, 2022 4:08 PM
 Jessica Pierce
 City of Hunters Creek Village

Date Range (inclusive): Sat Oct 01 2022 to Mon Oct 31 2022
 Inspection Department: Building Permit Inspections

BBG Consulting, Inc (BBG)									
Odometer	Permit #	Address	Insp Type	Date	Reinsp?	Reinsp? Fee?	Reinsp Result	Correction Notes	
Vehicle ID:									
	202100735	615 Shartle Cir	Gas Test	10/3/22	Y	No	Pass		
	202200101	615 Shartle Cir	M Final	10/3/22		No	Pass		
	202200147	261 BRYN MAWR CIR	E Final	10/3/22		No	Pass		
	202200294	10615 Twelve Oaks Dr	E Final	10/3/22		No	Pass		
	202200688	10803 Briar Branch Lane	E Final	10/3/22		No	Pass		
	202200902	607 Hunters Way Ct	TCI	10/3/22		No	Pass		
	202200929	869 Country Ln	E Underg	10/3/22		No	NC	Disapproved. Trench is full of water. Unable to inspect	
	202200232	903 Huntington Cove	P GL & GT	10/4/22	Y	Yes	NC	Disapproved - No pressure on gauge. PL #3068	
	202200510	660 SHARTLE CIR	P TO/Rough	10/4/22	Y	No	Pass	[Entered 9/15/2022 by BBG]: Disapproved - Low test PL #3017	
	202200559	10823 Everwood Lane	E Final	10/4/22		No	Pass	[Entered 9/21/2022 by BBG]: Partial Approved.	
	202200605	919 Wade Hampton Drive	E Final	10/4/22		No	Pass		
	202200887	10823 Everwood Lane	P Final	10/4/22		No	Pass		
	202200896	660 Pifer Road	FD Steel	10/4/22		No	Pass		

202200912	307 Teakwood Lane	M Final	10/4/22		No	Pass	"Disapproved ground - Pipe broken and no water test. Approved water line and sewer. PL# 3068"
202200917	1107 River Glyn Drive	P UnderG	10/4/22		No	NC	
202200917	1107 River Glyn Drive	P Sewer	10/4/22		No	Pass	"Disapproved ground - Pipe broken and no water test. Approved water line and sewer. PL# 3068"
202200919	711 Camelot Lane	TCI	10/4/22		No	Pass	
202200920	551 Three Corners Drive	P Final	10/4/22	Y	Yes	NC	Disapproved - Install anti-syphon device at house bib PL #3068 [Entered 9/30/2022 by BBG]: Disapproved - Install backflow device on hose bib
202200923	10618 Gawain Ln	P UnderG	10/4/22		No	Pass	
202200923	10618 Gawain Ln	P Sewer	10/4/22		No	Pass	
202200924	110 Shasta Drive	FD Steel	10/4/22		No	Pass	
202200926	711 Camelot Lane	P UnderG	10/4/22		No	Pass	
202200926	711 Camelot Lane	P Final	10/4/22		No	Pass	
202200926	711 Camelot Lane	P GL & GT	10/4/22		No	Pass	
202200931	903 Tarrington Court	M Final	10/4/22		No	Pass	
202100917	601 Wellesley Dr	Shower Pan	10/5/22		No	Pass	
202200401	317 LINDENWOOD DR	E Final	10/5/22		No	Pass	
202200440	317 LINDENWOOD DR	M Final	10/5/22		No	Pass	
202200565	13 SLEEPY OAKS CIR	P Steel/Piping	10/5/22		No	Pass	
202200571	620 Hedwig Rd	DW Steel	10/5/22		No	Pass	
202200627	7607 RIVER POINT DR	H-Strap	10/5/22		No	Pass	
202200916	607 Hunters Way Ct	P UnderG	10/5/22		No	Pass	

202200916	607 Hunters Way Ct	P GL & GT	10/5/22		Yes	NC	Approved: plumbing underground. Disapproved: gas test - system not under test. PL# 4053
202200917	1107 River Glyn Drive	P UnderG	10/5/22	Y	No	Pass	[Entered 10/4/2022 by BBG]: "Disapproved ground - Pipe broken and no water test. Approved water line and sewer. PL# 3068"
202200928	10417 MEMORIAL DR	ET-Pole	10/5/22		No	Pass	
202200929	869 Country Ln	E Underg	10/5/22	Y	No	Pass	[Entered 10/3/2022 by BBG]: Disapproved. Trench is full of water. Unable to inspect
202200934	447 Hunterwood Drive	F Post Hole	10/5/22		No	Pass	
202100735	615 Shartle Cir	P Final	10/6/22		No	Pass	
202200277	10615 Twelve Oaks Dr	P Final	10/6/22		No	Pass	
202200296	881 Country Ln	P Final	10/6/22		No	Pass	
202200393	10615 Twelve Oaks Dr	P Final	10/6/22		No	Pass	
202200571	620 Hedwig Rd	DW Steel	10/6/22	Y	No	Pass	
202200790	660 SHARTLE CIR	P Steel/Piping	10/6/22		No	NC	Disapproved - work not complete, not ready for inspection
202200853	257 Bryn Mawr Circle	F Final	10/6/22		No	Pass	
202200889	506 Hunters Park Lane	E Rough	10/6/22	Y	No	Pass	Pending additional inspection fee being paid. JP
202200938	10614 Gawain Lane	P UnderG	10/6/22		No	Pass	
202200938	10614 Gawain Lane	Gas Test	10/6/22		No	Pass	
202100111	517 WELLESLEY DR	Frame	10/7/22		No	Pass	
202100154	517 WELLESLEY DR	P TO/Rough	10/7/22	Y	No	Pass	Additional Area.
202200117	615 Shartle Cir	E Final	10/7/22		No	Pass	

202200314	317 LINDENWOOD DR	Bld-Final	10/7/22		No	Pass	
202200419	705 Country Ln	P Final	10/7/22		No	Pass	
202200441	705 Country Ln	E Final	10/7/22		No	Pass	
202200729	919 Wade Hampton Drive	Foundation	10/7/22		No	Pass	
202200774	211 Timberwilde Lane	I Trench	10/7/22		No	Pass	
202200774	211 Timberwilde Lane	I Final	10/7/22		No	Pass	
202200919	711 Camelot Lane	E Final	10/7/22		No	Pass	
202200943	10806 Timberglen Drive	P UnderG	10/7/22		No	Pass	
202200943	10806 Timberglen Drive	P Final	10/7/22		No	Pass	
202100832	725 E CREEKSIDE DR	E Underg	10/10/22		No	Pass	
202100832	725 E CREEKSIDE DR	TCI	10/10/22		No	Pass	
202100833	725 E CREEKSIDE DR	P UnderG	10/10/22		No	Pass	
202100833	725 E CREEKSIDE DR	P GL & GT	10/10/22		No	Pass	
202200282	10606 Gawain Ln	Shower Pan	10/10/22		Yes	NC	Disapproved - all bathrooms missing shower pans (work not completed) PL #4053
202200418	754 Country Ln	P Final	10/10/22		No	Pass	
202200418	754 Country Ln	P Rgh/P-T/VCBK	10/10/22		No	Pass	
202200525	811 Creek Wood Way	H-Strap	10/10/22		No	Pass	
202200920	551 Three Corners Drive	P Final	10/10/22	Y	No	Pass	[Entered 10/4/2022 by BBG]: Disapproved - Install anti-syphon device at house bib PL #3068 [Entered 9/30/2022 by BBG]:

202200246	10803 Timberglen Dr	E TCI	10/18/22	No	Pass	
202200733	605 Lindenwood Drive	P UnderG	10/18/22	Yes	NC	Disapproved - underground still covered and gas test not ready for inspection (pressure gauge not installed and system not under test) PL #4053
202200733	605 Lindenwood Drive	P GL & GT	10/18/22	No	NC	Disapproved - underground still covered and gas test not ready for inspection (pressure gauge not installed and system not under test) PL #4053
202200873	869 Country Lane	FD Steel	10/18/22	No	Pass	
202200891	412 Lindenwood Drive	TCI	10/18/22	No	Pass	
202200927	510 HUNTERWOOD DR	Foundation	10/18/22	No	Pass	
202200941	10545 Gawain Lane	F Final	10/18/22	No	Pass	
202200942	10549 Gawain Lane	F Final	10/18/22	No	Pass	
202200965	10913 Long Shadow Ln	F Post Hole	10/18/22	No	Pass	
201900637	10841 BEINHORN RD	M Final	10/19/22	No	Pass	
202100817	10830 ROARING BROOK LN	Frame R	10/19/22	No	Pass	
202200054	10803 Timberglen Dr	Gas Test	10/19/22	Yes	NC	Disapproved - system test too low PL #4053
202200368	277 Bryn Mawr	P UnderG	10/19/22	No	Pass	
202200368	277 Bryn Mawr	P GL & GT	10/19/22	No	Pass	
202200833	902 Oak Valley Dr	M Final	10/19/22	No	Pass	
202200945	727 Storywood Dr	P UnderG	10/19/22	No	Pass	
202200945	727 Storywood Dr	P GL & GT	10/19/22	No	Pass	
202200949	2 HUNTERS RIDGE CT	P TO/Rough	10/19/22	No	Pass	
202200956	710 W CREEKSIDE DR	F Post Hole	10/19/22	No	Pass	
202200964	10545 Gawain Lane	YD Trench	10/19/22	No	Pass	

202200967	711 W Creekside Drive	YD Trench	10/19/22		No	Pass	
202200255	889 Country Ln	H-Strap	10/20/22	Y	No	Pass	Approved - Partial
202200729	919 Wade Hampton Drive	H-Strap	10/20/22		Yes	P Pass	Approved - Partial
202200968	711 W Creekside Drive	Gas Test	10/20/22		No	Pass	
202100499	13 SLEEPY OAKS CIR	Shower Pan	10/21/22		No	Pass	
202200494	11011 Landon Ln	Bld-Final	10/21/22		No	Pass	
202200884	869 Country Lane	P GL & GT	10/21/22		No	NC	Disapproved - work not complete (pressure gauge not installed, system not under test); may call for on-demand if work done today
202200977	13 SLEEPY OAKS CIR	E Underg	10/21/22		No	Pass	
202200159	11011 Landon Ln	Bld-Final	10/24/22		No	Pass	
202200884	869 Country Lane	P GL & GT	10/24/22	Y	No	Pass	[Entered 10/21/2022 by BBG]: Disapproved - work not complete (pressure gauge not installed, system not under test); may call for on-demand if work done today
202200958	811 Wade Hampton Drive	Re-Roof	10/24/22		No	Pass	
202200973	919 Wade Hampton Drive	E Underg	10/24/22		No	Pass	
202200974	10545 Gawain Lane	DW Steel	10/24/22		No	Pass	
202200054	10803 Timberglen Dr	Gas Test	10/25/22	Y	No	Pass	[Entered 10/19/2022 by BBG]: Disapproved - system test too low PL #4053
202200212	620 Hedwig Rd	E Final	10/25/22		No	Pass	
202200729	919 Wade Hampton Drive	H-Strap	10/25/22	Y	No	Pass	[Entered 10/20/2022 by BBG]: Approved - Partial
202200835	711 W Creekside Drive	FD-Piers	10/25/22		No	Pass	

202200879	733 W CREEKSIDE DR	TCI	10/25/22	No	Pass
202200914	820 OAK VALLEY DR	Foundation	10/25/22	No	Pass
202200939	919 WADE HAMPTON DR	P Steel/Piping	10/25/22	No	Pass
202200944	646 SHARTLE CIR	Re-Roof	10/25/22	No	Pass
202200969	711 W Creekside Drive	Gas Test	10/25/22	No	Pass
202200969	711 W Creekside Drive	P Sewer	10/25/22	No	Pass
202200969	711 W Creekside Drive	P TO/Rough	10/25/22	No	Pass
202200979	10417 MEMORIAL DR	P UnderG	10/25/22	No	Pass
202200979	10417 MEMORIAL DR	P Sewer	10/25/22	No	Pass
202200980	10615 Twelve Oaks Dr	Foundation	10/25/22	No	Pass
202100669	615 Shartle Cir	Bld-Final	10/26/22	No	Pass
202200892	412 Lindenwood Drive	P UnderG	10/26/22	No	Pass
202200892	412 Lindenwood Drive	P GL & GT	10/26/22	No	Pass
202200910	233 Bryn Mawr Circle	P Deck S	10/26/22	No	Pass
202200953	551 Three Corners Drive	Demo F	10/26/22	No	Pass
202200966	527 Saddlewood Lane	F Post Hole	10/26/22	No	Pass
202200982	10537 Gawain Lane	DW Steel	10/26/22	No	Pass
202200984	740 Kuhlman Road	E Underg	10/26/22	No	Pass
202200984	740 Kuhlman Road	E Rough	10/26/22	No	Pass
202200985	10721 SHALLOWBROOK	M Rough	10/26/22	No	Pass

LN												
202200988	414 Thamer Cir	P UnderG	10/26/22			No	Pass					
202200988	414 Thamer Cir	P GL & GT	10/26/22			Yes	NC					Gas test disapproved - system not under test
202200989	13 SLEEPY OAKS CIR	Gas Test	10/26/22			No	Pass					
202200011	277 Bryn Mawr	E Underg	10/27/22			No	Pass					
202200510	660 SHARTLE CIR	P UnderG	10/27/22	Y		No	Pass					
202200577	10721 SHALLOWBROOK LN	P TO/Rough	10/27/22			No	Pass					Approved - Note: have several over notched studs to repair and will need to poly seal for frame inspection. Also electric bond on gas service is located in the garage.
202200658	10611 Twelve Oaks Drive	H-Strap	10/27/22			No	Pass					
202200880	733 W CREEKSIDE DR	P UnderG	10/27/22			Yes	NC					Disapproved; tracer wire needs to be long enough to come above grade on both ends PL #2815
202200880	733 W CREEKSIDE DR	P GL & GT	10/27/22			Yes	NC					Disapproved; tracer wire needs to be long enough to come above grade on both ends PL #2815
202200932	727 Storywood Dr	TCI	10/27/22			No	Pass					
202200970	10815 Hunters Forest Dr	P Final	10/27/22			No	Pass					
202201001	740 Kuhlman Road	P Rgh/P-T/VCBK	10/27/22			Yes	NC					Disapproved; not ready, none of the equipment is ready. Disapproved for Non-testable vacuum breaker on pool fill line at rear of home. Note: need to install a vacuum breaker on the Water faucet (hose-bib).
202200898	1119 RIVER GLYNN DR	E Rough	10/28/22			Yes	PPass					Approved - Will need another rough inspection for relocation of breaker panel and grounding work in rear.
202200906	10926 Long Shadow Ln	M Final	10/28/22			No	Pass					
202200932	727 Storywood Dr	E Underg	10/28/22			No	Pass					

Inspections	Begin Odometer	End Odometer	Miles	Avg Miles per Inspection
187			0	0.0

Henry Rivas (henry)

Odometer Permit # Address Insp Type Date Reinsp? Reinsp Fee? Reinsp Result Correction Notes

Vehicle ID:

202200047	209 FLEETWAY DR	M Final	10/3/22	No	No	Pass	
202200761	771 Kuhlman Rd	Foundation	10/3/22	No	No	Pass	
202200890	10417 MEMORIAL DR	FD-Piers	10/3/22	No	No	Pass	Contractor to provide engineer approval letter for piers to city.
202200922	820 OAK VALLEY DR	ET-Pole	10/3/22	No	No	Pass	
202200809	10911 Walwick Dr	F Post Hole	10/4/22	Y	No	Pass	[Entered 9/16/2022 by henry]: Partially Approved.
202200558	10426 Memorial Drive	P Final	10/10/22	No	No	Pass	[Entered 9/2/2022 by henry]: Partially Approved.
202200670	311 Teakwood	DW Steel	10/10/22	No	No	Pass	
202100496	10426 Memorial Drive	Bld-Final	10/12/22	No	No	Pass	
202200876	506 Hunters Park Lane	Frame	10/12/22	Y	No	Pass	Partial

202200886	506 Hunters Park Lane	M Rough	10/12/22	Y	No	Pass	[Entered 9/28/2022 by henry]: Master Area Only
202100491	8443 Hunters Creek Dr	Bld-Final	10/18/22	Y	No	Pass	[Entered 9/26/2022 by BBG]: Approved partial in master bath [Entered 9/29/2022 by henry]: Fail; 1. Paint all roof flutes 2. Attic Insulation not complete 3. outlet within 6ft shall be GFI [dog wash room] 4. missing aerator on dish washer 5. missing soffit vents on right left side of house. 6. missing 3 of the required trees.
202200662	8443 Hunters Creek Dr	YD Final	10/18/22		No	Pass	
202200711	10601 Memorial Dr	E Underg	10/21/22		No	Pass	
202200711	10601 Memorial Dr	E Serv/ML	10/21/22		No	Pass	
202200023	339 Hunters Trail	P Final	10/25/22		No	NC	Fail; All opens to pool shall be protected.; All gates shall be self closing and self latching.
202200071	339 Hunters Trail	E Final	10/25/22		No	Pass	
202200135	339 Hunters Trail	P Final	10/25/22		No	Pass	
202200876	506 Hunters Park Lane	Frame	10/25/22	Y	No	Pass	
202200882	506 Hunters Park Lane	Gas Test	10/25/22		No	Pass	
202200882	506 Hunters Park Lane	Shower Pan	10/25/22		No	Pass	
202200372	671 SHARTLE CIR	Frame R	10/26/22		No	NC	Fail; 1. Properly Seal moisture barrier at bay window left side. 2. Properly fasten moisture barrier around chimney 3. Fire block all chases 4. Provide engineer letter for over

									extended wall on office bay window. 5. Fire Sprinkler inspection not done.
	202200255	889 Country Ln	Frame R	10/28/22	No	NC			Fail; 1. Fire Block fire place chases 2. Missing rafter ties in upstairs room above the left side bedroom 3. Missing rafter ties in the rear patio area 4. Missing joist hangers on sky light framing 5. Brace all valley rafter ends. 6. Missing city approved plans on site. 7. Provide engineer letter for concrete over lay of foundation.
	202201005	414 Thamer Cir	DW Steel	10/31/22	No	NC			Fail; Remove all water; Chair up all steel.
			Begin Odometer	End Odometer	Miles	Avg Miles per Inspection			
					0	0.0			
			Inspections						
			23						

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Inspections with Odometer Readings, by Inspector and Vehicle

Dec 2, 2022 4:11 PM
 Jessica Pierce
 City of Hunters Creek Village

Date Range (inclusive): Tue Nov 01 2022 to Wed Nov 30 2022
 Inspection Department: Building Permit Inspections

BBG Consulting, Inc (BBG)									
Odometer	Permit #	Address	Insp Type	Date	Reinsp?	Reinsp Fee?	Result	Correction	Notes
Vehicle ID:									
	202200835	711 W Creekside Drive	Foundation	11/1/22		No	Pass		
	202200893	660 SHARTLE CIR	M Rough	11/1/22		No	Pass		
	202200986	10802 Timberglen Dr	YD Trench	11/1/22		No	Pass		
	202200997	1 Saddle Crk	M Final	11/1/22		No	Pass		
	202100858	851 Country Ln	Bld-Final	11/2/22		No	Pass		
	202200157	620 Hedwig Rd	P Final	11/2/22		No	Pass		
	202200168	620 Hedwig Rd	M Final	11/2/22		No	Pass		
	202201008	620 Hedwig Rd	E Underg	11/2/22		Yes	NC	Approved TCI; Not Approved work not complete on underground and Final. Centerpoint pulled meter too late in the day	
	202201008	620 Hedwig Rd	TCI	11/2/22		No	Pass	Approved TCI; Not Approved work not complete on underground and Final. Centerpoint pulled meter too late in the day	
	202201008	620 Hedwig Rd	E Final	11/2/22		No	NC	Approved TCI; Not Approved work not complete on underground and Final. Centerpoint pulled meter too late in the day	
	202201012	10810 Oak Creek St	P UnderG	11/2/22		No	Pass		
	202201012	10810 Oak Creek St	P TO/Rough	11/2/22		Yes	NC	Top-Out disapproved; has insufficient test height. Can be approved for plumbing underground. PL# 2815	

202201015	620 Hedwig Rd	P UnderG	11/2/22		No	NC	Not Approved: Incorrect test gauge, must be certified diaphragm gauge
202201015	620 Hedwig Rd	P Final	11/2/22		No	NC	Not Approved: Incorrect test gauge, must be certified diaphragm gauge
202201015	620 Hedwig Rd	P GL & GT	11/2/22		Yes	NC	Not Approved: Incorrect test gauge, must be certified diaphragm gauge
202201016	10926 Wickline Dr	DW Steel	11/2/22		No	Pass	
202200055	620 Hedwig Rd	Bld-Final	11/3/22		No	Pass	
202200571	620 Hedwig Rd	DW Final	11/3/22		No	Pass	
202200877	414 Thamer Cir	F Final	11/3/22		No	Pass	
202200945	727 Storywood Dr	P Final	11/3/22		No	Pass	
202201024	414 Hunters Park Lane	E Rough	11/3/22		No	Pass	
202100154	517 WELLESLEY DR	Shower Pan	11/4/22		Yes	NC	Disapproved - insufficient test height (min. 2" at entry)
202200431	660 SHARTLE CIR	Frame R	11/4/22		Yes	NC	Disapproved - need to seal tabs in return airs and seal chases. Missing studs and cripple. Missing fire block at stairs and poly seal in several locations. Missing UFER round. Notes on studs. Stopped inspection on first floor.
202200777	11002 Landon Lane	Gas Test	11/4/22		No	NC	Disapproved; need to insulate water lines, need to cap/plug or attach gas to appliances (test pressure is low), kitchen loop vent is configured incorrectly and missing clean-out on vent thru roof. Secure water lines where stubbing out. Missing AVB's on outside water faucets. Not ready for inspection.
202200777	11002 Landon Lane	P TO/Rough	11/4/22		Yes	NC	Disapproved; need to insulate water lines, need to cap/plug or attach gas to appliances (test pressure is low), kitchen loop vent is configured incorrectly and missing clean-out on vent thru roof. Secure water lines where stubbing out. Missing AVB's on outside water faucets. Not ready for inspection.

202200930	825 Saddlewood Ln	FD-Piers	11/4/22		Yes	NC	Disapproved - Gate locked, no access.
202200988	414 Thamer Cir	P GL & GT	11/4/22	Y	No	Pass	[Entered 10/26/2022 by BBG]: "PL underground approved PL #4053 Gas test disapproved - system not under test "
202200991	411 Hunterwood Drive	FD Steel	11/4/22		Yes	NC	Disapproved: pad did not meet length nor rebar installation per plans.
202200999	6 Saddlewood Estates	TCI	11/4/22		No	NC	Disapproved; Gated community and contractors did not know code. No access
202201011	6 Saddlewood Estates	P UnderG	11/4/22		No	NC	Disapproved; Gated community and contractors did not know code. No access
202201011	6 Saddlewood Estates	P GL & GT	11/4/22		No	NC	Disapproved; Gated community and contractors did not know code. No access
202201012	10810 Oak Creek St	P TO/Rough	11/4/22	Y	No	Pass	[Entered 11/2/2022 by BBG]: Top-Out disapproved; has insufficient test height. Can be approved for plumbing underground. PL# 2815
202201013	620 Hedwig Rd	F Post Hole	11/4/22		No	Pass	
202201015	620 Hedwig Rd	P UnderG	11/4/22	Y	No	Pass	[Entered 11/2/2022 by BBG]: Not Approved: Incorrect test gauge, must be certified diaphragm gauge
202201015	620 Hedwig Rd	P GL & GT	11/4/22	Y	No	NC	Gas line disapproved: Gas is ran over to generator but not tied in at unit yet
202201015	620 Hedwig Rd	P Final	11/4/22	Y	No	NC	Plumbing Final is Disapproved; not ready for this inspection.
202201023	607 Shartle Circle	Gas Test	11/4/22		No	Pass	[Entered 11/2/2022 by BBG]: Not Approved: Incorrect test gauge, must be certified diaphragm gauge
202201026	281 Bryn Mawr Cir	F Post Hole	11/4/22		No	Pass	
202201030	10635 FAIRLANE DR	E Serv/ML	11/4/22		No	Pass	
202201031	10803 Timberglen Dr	YD Trench	11/4/22		Yes	PPass	Partial approval - minus approach at curbs where need to reduce from 6" to two 4" lines.

202200523	10721 SHALLOWBROOK LN	Frame	11/7/22	No	Pass	
202200572	620 Hedwig Rd	H-Strap	11/7/22	No	Pass	
202200572	620 Hedwig Rd	Frame	11/7/22	No	Pass	
202200883	1119 RIVER GLYNN DR	Gas Test	11/7/22	No	Pass	
202201008	620 Hedwig Rd	E Underg	11/7/22	No	Pass	[Entered 11/2/2022 by BBG]: Approved TCI; Not Approved work not complete on underground and Final. Centerpoint pulled meter too late in the day
202201008	620 Hedwig Rd	E Final	11/7/22	No	Pass	[Entered 11/2/2022 by BBG]: Approved TCI; Not Approved work not complete on underground and Final. Centerpoint pulled meter too late in the day
202201015	620 Hedwig Rd	P Final	11/7/22	No	Pass	[Entered 11/4/2022 by BBG]: Plumbing Final is Disapproved; not ready for this inspection.
202201015	620 Hedwig Rd	P GL & GT	11/7/22	No	Pass	[Entered 11/2/2022 by BBG]: Not Approved: Incorrect test gauge, must be certified diaphragm gauge
202200193	2 HUNTERS RIDGE CT	H-Strap	11/8/22	No	Pass	[Entered 11/4/2022 by BBG]: Gas line disapproved: Gas is ran over to generator but not tied in at unit yet
202200446	838 Kuhlman Rd	E Final	11/8/22	No	Pass	
202200841	210 HEDWIG RD	TCI	11/8/22	No	Pass	
202200929	869 Country Ln	E TCI	11/8/22	No	Pass	
202200972	674 SHARTLE CIR	Demo F	11/8/22	No	Pass	
202200996	10235 Pineland Drive	F Post Hole	11/8/22	No	Pass	
202201013	620 Hedwig Rd	F Final	11/8/22	No	Pass	

202201029	10811 Hunters Forest	P Final	11/8/22		No	Pass	
202200304	10426 Memorial Drive	P Final	11/9/22		No	Pass	
202200431	660 SHARTLE CIR	Frame R	11/9/22	Y	No	Pass	[Entered 11/4/2022 by BBG]: Disapproved - need to seal tabs in return airs and seal chases. Missing studs and cripple. Missing fire block at stairs and poly seal in several locations. Missing UFER round. Notes on studs. Stopped inspection on first floor.
202200880	733 W CREEKSIDE DR	P UnderG	11/9/22	Y	No	Pass	[Entered 10/27/2022 by BBG]: Disapproved; tracer wire needs to be long enough to come above grade on both ends PL #2815
202200880	733 W CREEKSIDE DR	P GL & GT	11/9/22	Y	No	Pass	[Entered 10/27/2022 by BBG]: Disapproved; tracer wire needs to be long enough to come above grade on both ends PL #2815
202200980	10615 Twelve Oaks Dr	Frame	11/9/22		No	NC	Disapproved no access no answer at door
202200980	10615 Twelve Oaks Dr	Bld-Final	11/9/22		No	NC	Disapproved no access no answer at door
202201012	10810 Oak Creek St	Shower Pan	11/9/22		No	Pass	
202201039	830 Country Ln	P Sewer	11/9/22		No	Pass	
202201039	830 Country Ln	P Final	11/9/22		No	Pass	
202201047	605 VOSS RD	E Final	11/9/22		No	Pass	
202201047	605 VOSS RD	E TCI	11/9/22		No	Pass	
202200372	671 SHARTLE CIR	Insulation	11/10/22		No	Pass	Approved. Need to block multi gang box by stairs
202200730	10635 N EVERS PARK DR	Shower Pan	11/10/22		No	Pass	
202200930	825 Saddlewood Ln	FD-Piers	11/10/22	Y	No	Pass	[Entered 11/4/2022 by BBG]: Disapproved - Gate locked, no access.
202200933	10545 Gawain Lane	I Trench	11/10/22		No	Pass	

202200933	10545 Gawain Lane	I Final	11/10/22	No	Pass	[Entered 11/9/2022 by BBG]: Disapproved no access no answer at door
202200980	10615 Twelve Oaks Dr	Frame	11/10/22 Y	No	Pass	[Entered 11/9/2022 by BBG]: Disapproved no access no answer at door
202200980	10615 Twelve Oaks Dr	Bld-Final	11/10/22 Y	No	Pass	Approved TCI only. Note: unable to access garage to check main breaker panel.
202200999	6 Saddlewood Estates	TCI	11/10/22 Y	No	Pass	[Entered 11/4/2022 by BBG]: Disapproved; Gated community and contractors did not know code. No access
202201050	844 KUHLMAN RD	ET-Pole	11/10/22	No	Pass	
202100154	517 WELLESLEY DR	Shower Pan	11/11/22 Y	No	Pass	[Entered 11/4/2022 by BBG]: Disapproved - insufficient test height (min. 2" at entry)
202200444	838 Kuhlman Rd	P Final	11/11/22	No	Pass	
202200770	823 Wade Hampton Drive	E Final	11/11/22	No	Pass	
202200777	11002 Landon Lane	Gas Test	11/11/22 Y	No	Pass	[Entered 11/4/2022 by BBG]: Disapproved; need to insulate water lines, need to cap/plug or attach gas to appliances (test pressure is low), kitchen loop vent is configured incorrectly and missing clean-out on vent thru roof. Secure water lines where stubbing out. Missing AVB's on outside water faucets. Not ready for inspection.
202200777	11002 Landon Lane	P TO/Rough	11/11/22 Y	No	Pass	[Entered 11/4/2022 by BBG]: Disapproved; need to insulate water lines, need to cap/plug or attach gas to appliances (test pressure is low), kitchen loop vent is configured incorrectly and missing clean-out on vent thru roof. Secure water lines where stubbing out. Missing AVB's on outside water faucets. Not ready for inspection.
202200842	10614 Gawain Lane	P Deck S	11/11/22	No	Pass	

202200869	10923 Wickline Drive	Demo F	11/11/22		No	Pass	
202200907	919 Wade Hampton Drive	P TO/Rough	11/11/22		No	Pass	
202200929	869 Country Ln	E Final	11/11/22		No	Pass	
202200956	710 W CREEKSIDE DR	F Final	11/11/22		No	Pass	
202200973	919 Wade Hampton Drive	E Rough	11/11/22		No	Pass	
202200978	902 Oak Valley Dr	M Final	11/11/22		No	Pass	
202201031	10803 Timberglen Dr	YD Trench	11/11/22	Y	No	Pass	[Entered 11/4/2022 by BBG]: Partial approval - minus approach at curbs where need to reduce from 6" to two 4" lines.
202201063	2 Stage Stop Circle	P UnderG	11/11/22		No	Pass	
202201063	2 Stage Stop Circle	P GL & GT	11/11/22		No	Pass	
202200084	13 SLEEPY OAKS CIR	E Underg	11/14/22		No	Pass	
202200573	614 Lindenwood Drive	E Final	11/14/22		No	Pass	
202200729	919 Wade Hampton Drive	Frame	11/14/22		No	NC	Disapproved; missing Poly seal at top plate penetrations. Also began covering walls prior to inspection. Note: framing for future fireplace with it's exhaust. Other than that I saw no new registers on room addition. And rest is outdoor patio cover.
202200835	711 W Creekside Drive	H-Strap	11/14/22		No	Pass	
202200835	711 W Creekside Drive	Frame	11/14/22		No	Pass	
202200873	869 Country Lane	E Final	11/14/22		No	Pass	
202200884	869 Country Lane	P Final	11/14/22		No	Pass	
202201049	10803 Timberglen Dr	DW Steel	11/14/22		No	Pass	
202201067	210 Hedwig Road	P UnderG	11/14/22		No	Pass	

202201067	210 Hedwig Road	P GL & GT	11/14/22		No	Pass	
202100640	10737 MARSHA LN	Insulation	11/15/22		No	Pass	
202200991	411 Hunterwood Drive	FD Steel	11/15/22	Y	No	Pass	[Entered 11/4/2022 by BBG]: Disapproved: pad did not meet length nor rebar installation per plans.
202201069	531 Three Corners Dive	TCI	11/15/22		No	Pass	
202200531	10545 GAWAIN LN	M Hood V	11/16/22		No	Pass	
202200729	919 Wade Hampton Drive	Frame	11/16/22	Y	No	Pass	[Entered 11/14/2022 by BBG]: Disapproved; missing Poly seal at top plate penetrations. Also began covering walls prior to inspection. Note: framing for future fireplace with it's exhaust. Other than that I saw no new registers on room addition. And rest is outdoor patio cover.
202200868	844 KUHLMAN RD	FD-Piers	11/16/22		No	Pass	
202200879	733 W CREEKSIDE DR	E Final	11/16/22		No	Pass	
202200880	733 W CREEKSIDE DR	P Final	11/16/22		No	Pass	
202200993	272 Bryn Mawr Circle	FD Steel	11/16/22		No	Pass	
202200996	10235 Pineland Drive	F Final	11/16/22		No	Pass	
202201025	210 Fleetway Drive	P UnderG	11/16/22		No	Pass	
202201025	210 Fleetway Drive	P Final	11/16/22		No	Pass	
202201052	825 Saddlewood Ln	P UnderG	11/16/22		No	Pass	
202201052	825 Saddlewood Ln	P Sewer	11/16/22		No	Pass	
202201060	9 LONG TIMBERS TRL	E Underg	11/16/22		No	Pass	
202201060	9 LONG TIMBERS TRL	TCI	11/16/22		No	Pass	
202201073	414 Hunters Park Lane	P UnderG	11/16/22		No	Pass	

202201073	414 Hunters Park Lane	P TO/Rough	11/16/22	No	Pass	
202201073	414 Hunters Park Lane	Shower Pan	11/16/22	No	Pass	
202200084	13 SLEEPY OAKS CIR	E TCI	11/17/22	No	Pass	
202200787	601 Wellesley Dr	P Steel/Piping	11/17/22	No	Pass	
202200890	10417 MEMORIAL DR	Foundation	11/17/22	No	Pass	
202200924	110 Shasta Drive	E Underg	11/17/22	No	Pass	
202200976	414 Hunters Park Lane	Frame	11/17/22	No	Pass	
202200976	414 Hunters Park Lane	Insulation	11/17/22	No	Pass	
202201034	315 Timberwilde Lane	Re-Roof	11/17/22	No	Pass	
202201061	9 LONG TIMBERS TRL	P UnderG	11/17/22	No	Pass	
202201061	9 LONG TIMBERS TRL	P GL & GT	11/17/22	No	Pass	
202201079	110 Shasta Drive	P UnderG	11/17/22	No	Pass	
202201079	110 Shasta Drive	P GL & GT	11/17/22	Yes	NC	Gas Line Gas test-Disapproved-system not under test PL #4053
202200329	705 Country Ln	Bld-Final	11/18/22	No	Pass	
202200729	919 Wade Hampton Drive	Insulation	11/18/22	No	Pass	
202200932	727 Storywood Dr	E Final	11/18/22	No	Pass	
202200947	10776 Bridlewood Street	M Final	11/18/22	No	Pass	
202201060	9 LONG TIMBERS TRL	E Final	11/18/22	Yes	NC	Disapproved - not ready at time of inspection
202201061	9 LONG TIMBERS TRL	P Final	11/18/22	Yes	NC	Disapproved - not ready at time of inspection

202201064	711 W Creekside Drive	E Rough	11/18/22	No	Pass	
202200431	660 SHARTLE CIR	Insulation	11/21/22	No	Pass	
202200647	823 Wade Hampton Drive	P Final	11/21/22	No	Pass	
202201065	701 Kuhlman Road	M Final	11/21/22	No	Pass	
202100910	215 VOSS RD	Shower Pan	11/22/22	No	Pass	
202200306	8447 Hunters Creek Dr	Shower Pan	11/22/22	No	Pass	
202200467	10725 OLD COACH LN	E Final	11/22/22	No	Pass	
202200598	10922 ROARING BROOK LN	E Underg	11/22/22	No	Pass	
202200598	10922 ROARING BROOK LN	E TCI	11/22/22	No	Pass	
202200952	510 HUNTERWOOD DR	P TO/Rough	11/22/22	No	Pass	
202201001	740 Kuhlman Road	P Final	11/22/22	No	Pass	
202201001	740 Kuhlman Road	P Rgh/P-T/VCBK	11/22/22 Y	No	Pass	[Entered 10/27/2022 by BBG]: Disapproved; not ready, none of the equipment is ready. Disapproved for Non-testable vacuum breaker on pool fill line at rear of home. Note: need to install a vacuum breaker on the Water faucet (hose-bib).
202200326	10802 Timberglen Dr	Gas Test	11/23/22	No	Pass	
202201019	607 Hunters Way Ct	P UnderG	11/23/22	No	Pass	
202201019	607 Hunters Way Ct	P Final	11/23/22	No	Pass	
202201078	638 Voss Road	P UnderG	11/23/22	No	Pass	
202201078	638 Voss Road	P Final	11/23/22	No	Pass	
202201078	638 Voss Road	P GL & GT	11/23/22	No	Pass	
202200075	10922 ROARING BROOK LN	Gas Test	11/28/22	Yes	NC	Disapproved; insufficient test on gauge (0 psi)

202200104	414 Thamer Cir	M Hood V	11/29/22	No	Pass	
202200532	590 Hedwig Road	M Final	11/29/22	No	Pass	
202200532	590 Hedwig Road	M Hood V	11/29/22	No	Pass	
202200667	614 Lindenwood Drive	P Final	11/29/22	No	Pass	
202200667	614 Lindenwood Drive	P Rgh/P-T/VCBK	11/29/22	No	Pass	
202200924	110 Shasta Drive	TCI	11/29/22	No	Pass	
202200990	825 Saddlewood Ln	ET-Pole	11/29/22	No	Pass	
202201042	10830 Long Shadow Ln	DW Steel	11/29/22	No	Pass	
202201067	210 Hedwig Road	P Final	11/29/22	No	Pass	
202201079	110 Shasta Drive	P GL & GT	11/29/22	Y	Pass	[Entered 11/17/2022 by BBG]: Gas Line Gas test-Disapproved-system not under test PL #4053
202201088	13 SLEEPY OAKS CIR	FD Steel	11/29/22	No	Pass	
202201089	614 Hunters Grove Lane	FD Steel	11/29/22	No	Pass	
202201096	773 Pifer Rd	E Rough	11/29/22	No	Pass	
202200556	10602 Tarleton Drive	Gas Test	11/30/22	No	Pass	
202200594	2 Stage Stop Circle	TCI	11/30/22	No	Pass	
202200841	210 HEDWIG RD	E Final	11/30/22	No	Pass	
202200984	740 Kuhlman Road	E Final	11/30/22	No	Pass	
Inspections	Begin Odometer	End Odometer	Miles	Avg Miles per Inspection		
173			0	0.0		

Henry Rivas (henry)

Odometer Permit # Address Insp Type Date Reinsp? Reinsp Result Correction Notes

Vehicle ID:

202200372	671 SHARTLE CIR	Frame R	11/1/22	Y	No	Pass	[Entered 10/26/2022 by henry]: Fail; 1. Properly Seal moisture barrier at bay
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CITY OF HUNTERS CREEK VILLAGE ENGINEER'S REPORT

Prepared November 30, 2022 for the December 6, 2022 Agenda

A. Little Lisa Lane

1. Construction is 100% complete.
2. Original contract price: \$145,097.70
3. Change orders: \$7,105.03 (Covers Cost for work on Caruthers Lane)
4. Completion cost: \$152,202.73
5. Minor curb repairs are remaining.



B. Lindenwood Signal

1. Waiting on pole delivery.
2. Anticipate starting mid-January.

C. Caruthers Lane

1. Two major birdbaths were recently repaired.
2. All construction is 100% complete.
3. Inlet added at the entrance and pavement repaired. This was approved approximately a year ago.
4. Cost for work at the end of the street was included in change order amount for Little Lisa Lane.



D. Kuhlman Reconstruction

1. Project substantially complete, all paving complete.
2. Substantial walkthrough scheduled for Thursday, December 1st.
3. Striping early next week.
4. Original contract price: \$473,710
5. Projected contract price: \$441,510



E. Hunters Grove Reconstruction

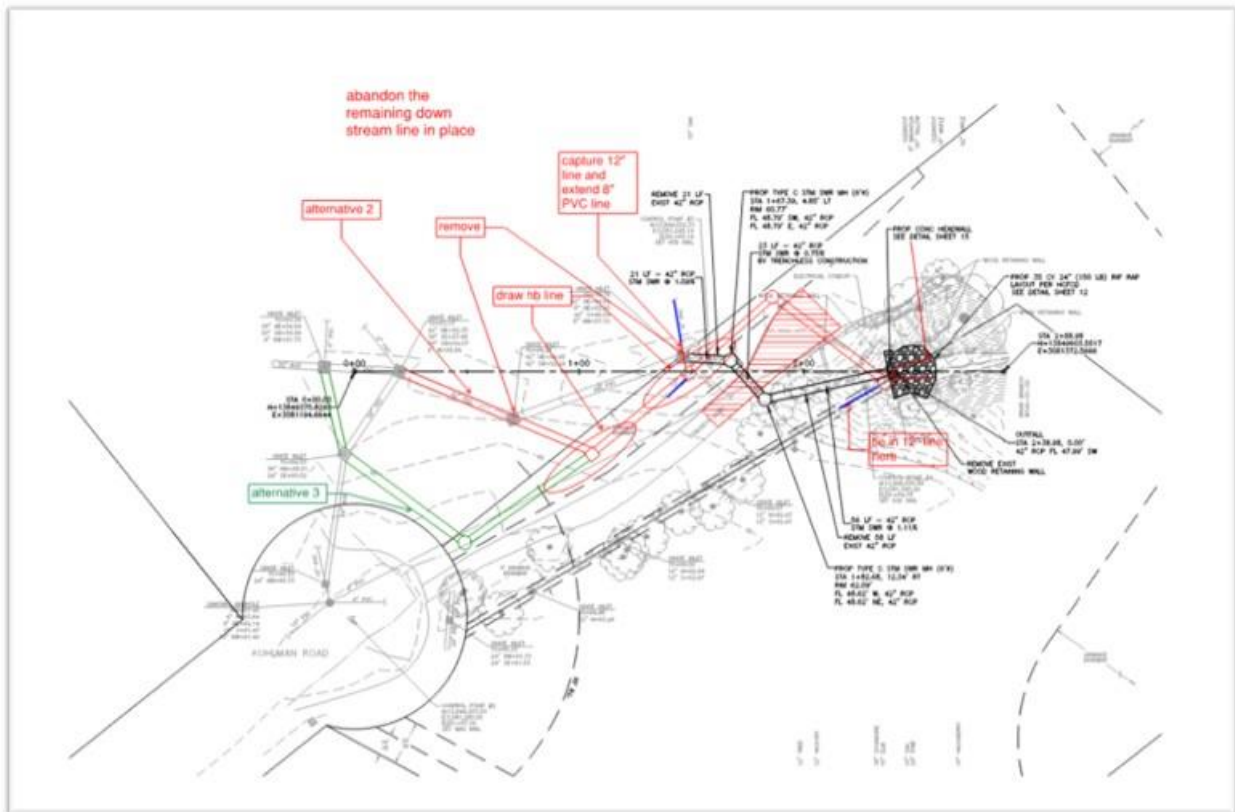
1. Contractor has completed paving the northbound/eastbound lane and is working on completing the southbound/westbound lane. Project is approximately 60% complete.
2. Weather permitting, roadway will be complete prior to Christmas.
3. Driveways are being restored as construction progresses and Contractor will continue to tie-in walkways and small lot drainage to the curb adapters following paving, to finalize the project.
4. Budget Review:
Contract Amount - \$865,611
Projected Amount through Completion - \$770,000

F. Shasta/Pineland Reconstruction

1. Field survey is complete. Topo survey verification in process.
2. Existing drainage and model conditions anticipated to be complete by 12/02/2022.
3. Design is approximately 15% complete.
4. Preliminary typical section is ready for review.

G. 2022 Outfall Rehabilitation and Repairs

1. Design of Hunters Park and Hunters Trail outfalls are complete.
2. Kuhlman Outfall – Verifying Easements and Potential Realignment of Storm Sewer.
3. Will need to coordinate with homeowners adjacent to Kuhlman outfall. There are alternative layouts prepared.
4. Will be ready to bid next month



H. Mudjacking

1. Uretek expected to start mudjacking work on 647 & 650 Shartle Circle Friday, December 9th, 2022.



November 15, 2022

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

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

RE: Annual Rate Adjustment Notification - Correction

Dear Board Member,

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

A component of our mutual contract allows for an annual rate adjustment on the anniversary date of the contract based on the most recently published CPI-U Series CUUR0000SEHG, 12 month average. The CPI-U for 2022 was 271.0113 versus 259.988 for 2021, an increase of 4.247%. Effective January 1, 2023, the current rate of \$24.44 will change to \$25.44 an increase of \$1.04 per month per connection for residential trash service.

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

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

Sincerely,

Anthony Emilio
Govt Contracts Manager

8515 Highway 6, Houston, TX. 77083
Tel.: 832-456-1405 Customer Service: 281-368-8397

12.0 **BASIS AND METHOD OF PAYMENT**

12.1 **Rates – Shown as Exhibit A**

The prices to be paid by the City for the collection and disposal of MSW, Bulky Waste, and Recyclables from all Residential Units and Municipal Facilities shall be as shown on Exhibit A, as adjusted in accordance with Section 12.2 herein, and shall be computed based upon the actual number of Residential Units to which Contractor provided such services during each month of this Contract.

Except as provided expressly herein, the charges for Contractor's service with respect to this work shall include all transportation costs and disposal fees.

12.2 **Modification to Rates**

Except as otherwise provided by this Contract, the rate of compensation shall remain effective for a period of one (1) year from the Effective Date. The rate of compensation shall thereafter be adjusted once each year on the anniversary of the Contract Effective Date, upon thirty (30) days' prior written notice to the Customer and approval by the Customer, which notice shall include evidence of the increase in the CPI for the relevant period, by the percentage as the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. City Average, All Urban Consumers, Water, Sewer and Trash Collection Services, Series # CUUR0000SEHG. Not Seasonally Adjusted, Base Period December 1997 =100) (the "CPI") shall have increased during the preceding twelve (12) months. The percentage increase of the CPI during the prior twelve (12) month period shall be calculated by determining the percentage difference between (a) the average CPI for the most recent twelve (12) months for which data is available (the "Most Recent Year"), and (b) the average CPI for the twelve (12) month period immediately prior to the Most Recent Year. In the event that the United States Bureau of Labor Statistics ceases to publish the CPI, the Customer and the Contractor agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may then be available so as to carry out the intent of this provision.

In addition to the above, the Contractor may petition the City at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations not affecting the waste collection industry generally such as cost increases resulting from revised laws, ordinances, or regulations; changes in location of disposal sites, an increase in the number of Residential Units such as City growth or annexation; or other reasons such as an increase in fuel or environmental charges. Such rate adjustments shall be subject to the review and consent of the City.

**CITY OF HUNTERS CREEK VILLAGE, TEXAS
MINUTES OF THE REGULAR
CITY COUNCIL MEETING
October 25, 2022**

The City Council of the City of Hunters Creek Village, Texas held a regular meeting on Tuesday, October 25, 2022, at 6:00 p.m., at #1 Hunters Creek Place, Hunters Creek Village, Texas. Members of the public were invited to attend the meeting in person.

Present:	Mayor:	Jim Pappas
	Councilmembers:	Stuart Marks Fidel Sapien Linda Knox Chip Cowell
	City Administrator:	Tom Fullen
	Building Official:	Henry Rivas
	City Attorney:	John Hightower
	Assistant to the City Secretary:	Jessica Pierce

- A. Call to order and the roll of elected and appointed officers will be taken.

With a quorum of the Council Members present, Mayor Pappas called the meeting to order at 6:00 p.m.

- B. **Chris Johns led the Pledge of Allegiance followed by a prayer by Mayor Pappas.**

- 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 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.*

Residents Jess Mason and Chris Johns made comments on the agenda item involving the First Congregational Church's primary sign.

- D. REPORTS

1. City Treasurer Monthly Report - **Tom Fullen, City Administrator presented this report.**
2. Police Commissioner Monthly Report – **Steve Reichek, Police Commissioner presented this report.**

3. Fire Commissioner Monthly Report – **Rob Adams, Fire Commissioner presented this report.**
4. Building Official Monthly Report – **Henry Rivas, Building Official, presented this report.**
5. City Engineer Monthly Report – **Tom Fullen, City Administrator, presented this report.**
6. City Administrator Report – **Tom Fullen, City Administrator, reported on the Annual Christmas Luncheon.**
7. Mayor and Council Reports and Comments – **Mayor Jim Pappas reported on beautification of esplanades, a possible BBQ cook-off, and fire department issues.**

E. CONSENT AGENDA *The following items are considered routine by the City Council and will be enacted by one motion. There will not be a separate discussion on these items unless a Councilmember requests, in which event, the item will be removed from the general order of business and considered in its normal sequence on the agenda.*

1. Approval of the Minutes of the Regular Meeting on September 27, 2022.
2. Approval of the Cash Disbursement Journal for September 2022.
3. Approval of the 2023 Holiday Schedule.
4. Approval to declare 2015 Ford pickup as surplus property and authorize the mayor to sell by public auction

Councilmember Cowell made a motion to approve the Consent Agenda. Councilmember Marks seconded the motion and the motion carried unanimously.

F. REGULAR AGENDA

1. Discussion and possible action to approve an ordinance granting a specific use permit to the First Congregational Church to allow the reconfiguration of the Church's primary sign structure.

This item was tabled.

2. Discussion and possible action to approve the November/December Regular City Council meeting date. (12/06/2022)

Councilmember Cowell made a motion to approve the November/December Regular City Council meeting date of 12/06/2022.

Councilmember Knox seconded the motion and the motion carried unanimously.

3. Discussion and possible action to approve new supplementation services from Municode/CivicPlus.

This item was tabled until the next Council meeting.

4. Discussion and possible action to renew membership with ERCOT for 2023.

Councilmember Marks made a motion to authorize the City to become a member of ERCOT for the 2023 membership year. Councilmember Sapien seconded the motion and the motion carried unanimously.

5. Discussion and possible action to approve a budget amendment from the Village Fire Department to increase the protective gear line item by \$150,000 from the ambulance billing fund revenue.

No action was taken on this item.

6. Discussion and possible action regarding the budgetary authority of the Fire Chief and Fire Commission under the Village Fire Department Interlocal Cooperation Agreement.

Discussion and possible action on this item was delayed until after the executive session.

- 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 6:56 p.m. the mayor announced that the City Council was recessing into closed executive session under section 551.071 of the Texas Open Meetings Act to deliberate on the following item. (Section 551.071 Consultations with Attorney)

- a. Consulting with the Council's attorney to seek or receive legal advice concerning pending or contemplated litigation, a settlement offer, or any other matter in which the ethical duty of the attorney to the Council clearly conflicts with the general requirement that all meetings be open, § 551 .071
- H. RECONVENE into Open Session and consider action, if any, on items discussed in Executive Session.

Council reconvened into Open Session at 7:37 p.m. No action was taken during the executive session.

After the City Council reconvened into open session the Council took up agenda item F. 6. and a motion was made and seconded to direct the City Attorney to write a letter to the Village Fire Commission setting out the City's position on the budgetary authority of the Fire Chief and Fire Commission under the Village Fire Department Interlocal Cooperation Agreement. The vote to approve the motion was unanimous.

I. ADJOURNMENT

At 7:44 p.m., Councilmember Sapien made a motion to adjourn. Councilmember Knox seconded the motion and the motion carried unanimously. The meeting adjourned at 7:44 p.m.

These minutes were approved on the ____ day of December, 2022.

Jim Pappas, Mayor

ATTEST:

Tom Fullen, City Administrator
Acting City Secretary

**CITY OF HUNTERS CREEK VILLAGE, TEXAS
MINUTES OF THE SPECIAL
CITY COUNCIL MEETING
November 14, 2022**

The City Council of the City of Hunters Creek Village, Texas held a special meeting on Monday, November 14, 2022, at 8:00 a.m., at #1 Hunters Creek Place, Hunters Creek Village, Texas. Members of the public were invited to attend the meeting in person.

Present: Mayor: Jim Pappas
Councilmembers: Stuart Marks (via teleconference)
Fidel Sapien
Linda Knox
Chip Cowell
Jay Carlton
City Administrator: Tom Fullen
City Attorney: John Hightower
Assistant to the City Secretary: Jessica Pierce

A. Call to order and the roll of elected and appointed officers will be taken.

With a quorum of the Council Members present, Mayor Pappas called the meeting to order at 8:00 a.m.

B. **Mayor Tom Jinks led the Pledge of Allegiance followed by a prayer by Mayor Pappas.**

C. REGULAR AGENDA

1. Discussion and possible action on a resolution expressing the City Council's support for the employees of the Village Fire Department.

Councilmember Sapien made a motion to approve a resolution expressing the City Council's support for the employees of the Village Fire Department. Councilmember Carlton seconded the motion and the motion carried unanimously.

2. Discussion and possible action regarding Village Fire Department Budget issues.

No action was taken on this item.

3. Discussion and possible action to approve an amendment to the Village Fire Department's 2022 budget to increase the protective gear line item by \$150,000 and to authorize the transfer of \$150,000 from ambulance revenues to the Village Fire Department's 2022 budget.

Councilmember Cowell made a motion to approve an amendment to the Village Fire Department's 2022 budget to increase the protective gear line item by \$150,000 and to authorize the transfer of \$150,000 from ambulance revenues to the Village Fire Department's 2022 budget. Councilmember Knox seconded the motion and the motion carried unanimously.

- F. 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 8:22 a.m. the mayor announced that the City Council was recessing into closed executive session under sections 551.071 and 551.074 of the Texas Open Meetings Act to deliberate on the following item. (Section 551.071 Consultations with Attorney; Section 551.074 Personnel Matters)

1. Legal advice and consultation regarding the budgetary authority of the Fire Chief and Fire Commission under the Village Fire Department Interlocal Cooperation Agreement as permitted by Tex. Gov't Code 551.071.
2. Deliberation concerning the appointment, evaluation and duties of a public officer, the City's Fire Commissioner, as permitted by Tex. Gov't Code 551.074.

- G. RECONVENE into Open Session and consider action, if any, on items discussed in Executive Session.

Council reconvened into Open Session at 9:45 a.m. No action was taken during the executive session.

- H. ADJOURNMENT

At 9:45 a.m., Councilmember Cowell made a motion to adjourn. Councilmember Sapien seconded the motion and the motion carried unanimously. The meeting adjourned at 9:45 a.m.

These minutes were approved on the ____ day of December, 2022.

Jim Pappas, Mayor

ATTEST:

Tom Fullen, City Administrator
Acting City Secretary

DRAFT



Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP DISB ALLEGIANCE-AP POOLED ALLEGIANCE DISBURSEMENT						
000774	ADAM VOYLES	10/01/2022	Regular	0.00	300.00	33827
0647	AFLAC WORLDWIDE HEADQUARTERS	10/01/2022	Regular	0.00	628.08	33828
0458	AT&T (5019)	10/01/2022	Regular	0.00	712.63	33829
0669	C & D JANITOR SERVICE INC	10/01/2022	Regular	0.00	835.65	33830
0010	CENTERPOINT ENERGY	10/01/2022	Regular	0.00	38.85	33831
000876	CINTAS CORPORATION	10/01/2022	Regular	0.00	205.74	33832
000796	ENGIE RESOURCES	10/01/2022	Regular	0.00	4,668.05	33833
0530	GB TECH	10/01/2022	Regular	0.00	547.50	33834
000851	GOVERNMENT FINANCE OFFICERS ASSOCIATION (10/01/2022	Regular	0.00	60.00	33835
0034	HOME SECURITY SYSTEMS INC	10/01/2022	Regular	0.00	305.85	33836
0035	HOUSTON CHRONICLE	10/01/2022	Regular	0.00	845.90	33837
0601	INTERNATIONAL CODE COUNCIL	10/01/2022	Regular	0.00	145.00	33838
0641	MARK E EASLEY	10/01/2022	Regular	0.00	300.00	33839
0052	MEMORIAL VILLAGES POLICE DEPT - MAIN	10/01/2022	Regular	0.00	170,034.00	33840
0052	MEMORIAL VILLAGES POLICE DEPT - MAIN	10/01/2022	Regular	0.00	4,444.50	33841
0052	MEMORIAL VILLAGES POLICE DEPT - MAIN	10/01/2022	Regular	0.00	90.30	33842
0053	MEMORIAL VILLAGES WATER AUTHORITY	10/01/2022	Regular	0.00	7,603.36	33843
0065	OFFICE DEPOT CREDIT PLAN	10/01/2022	Regular	0.00	407.35	33844
0066	OLSON & OLSON LLP	10/01/2022	Regular	0.00	19,900.50	33845
0420	PREMIER TREE SERVICE	10/01/2022	Regular	0.00	7,950.00	33846
0624	TRANTEX	10/01/2022	Regular	0.00	875.00	33847
0362	VERIZON WIRELESS	10/01/2022	Regular	0.00	37.99	33848
0105	VILLAGE FIRE DEPARTMENT	10/01/2022	Regular	0.00	194,886.60	33849
0107	VILLAGES MUTUAL INSURANCE COOPERATIVE	10/01/2022	Regular	0.00	7,787.81	33850
0255	ZERO WASTE USA	10/01/2022	Regular	0.00	452.90	33851
0103	TEXAS MUNICIPAL RETIREMENT SYSTEM - TMRS	10/13/2022	Regular	0.00	11,606.40	33852
0005	AT&T (5001)	10/15/2022	Regular	0.00	633.63	33853
000815	BBG CONSULTING INC	10/15/2022	Regular	0.00	6,760.00	33854
000900	C4 SITE SERVICES	10/15/2022	Regular	0.00	15,239.00	33855
0010	CENTERPOINT ENERGY	10/15/2022	Regular	0.00	36.36	33856
000876	CINTAS CORPORATION	10/15/2022	Regular	0.00	150.84	33857
0012	COBB FENDLEY	10/15/2022	Regular	0.00	69,677.24	33858
000901	COMEAX MEDIATION	10/15/2022	Regular	0.00	850.00	33859
0018	END-O-PEST	10/15/2022	Regular	0.00	135.00	33860
000796	ENGIE RESOURCES	10/15/2022	Regular	0.00	4,517.58	33861
0150	GARY B MADDIX	10/15/2022	Regular	0.00	500.00	33862
0530	GB TECH	10/15/2022	Regular	0.00	156.17	33863
0537	GREEN FOR LIFE	10/15/2022	Regular	0.00	42,769.42	33864
0431	HOOPER COMMUNICATIONS LP	10/15/2022	Regular	0.00	485.00	33865
0035	HOUSTON CHRONICLE	10/15/2022	Regular	0.00	301.23	33866
000754	JESSICA PIERCE	10/15/2022	Regular	0.00	25.68	33867
0654	LORA JEAN D LENZSCH	10/15/2022	Regular	0.00	1,435.00	33868
0641	MARK E EASLEY	10/15/2022	Regular	0.00	300.00	33869
0062	NORTHWEST PEST PATROL	10/15/2022	Regular	0.00	2,040.50	33870
0065	OFFICE DEPOT CREDIT PLAN	10/15/2022	Regular	0.00	379.88	33871
0066	OLSON & OLSON LLP	10/15/2022	Regular	0.00	13,396.50	33872
0067	OMNIBASE SERVICES OF TEXAS	10/15/2022	Regular	0.00	276.00	33873
000898	ON PAR CIVIL SERVICES LLC	10/15/2022	Regular	0.00	136,982.46	33874
0420	PREMIER TREE SERVICE	10/15/2022	Regular	0.00	1,650.00	33875
0075	PRIME SOURCE OFFICE SOLUTIONS	10/15/2022	Regular	0.00	318.15	33876
0091	STATE COMPTRROLLER	10/15/2022	Regular	0.00	16,506.67	33877
0260	THOMAS G FULLEN JR	10/15/2022	Regular	0.00	117.00	33878
000789	VAN SANT LANDSCAPE MANAGEMENT	10/15/2022	Regular	0.00	14,401.00	33879
0362	VERIZON WIRELESS	10/15/2022	Regular	0.00	38.01	33880

Check Report

Date Range: 10/01/2022 - 10/31/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
000890	FIRST NATIONAL BANK OMAHA - EA	10/20/2022	Bank Draft	0.00	154.88	DFT0000364
000892	FIRST NATIONAL BANK OMAHA - HR	10/20/2022	Bank Draft	0.00	377.04	DFT0000365
000888	FIRST NATIONAL BANK OMAHA - JP	10/20/2022	Bank Draft	0.00	1,556.56	DFT0000366
000889	FIRST NATIONAL BANK OMAHA- TF	10/20/2022	Bank Draft	0.00	1,591.61	DFT0000367

Bank Code AP DISB ALLEGIANCE Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	80	54	0.00	765,748.28
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	4	0.00	3,680.09
EFT's	0	0	0.00	0.00
	85	58	0.00	769,428.37

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	80	54	0.00	765,748.28
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	4	0.00	3,680.09
EFT's	0	0	0.00	0.00
	85	58	0.00	769,428.37

Fund Summary

Fund	Name	Period	Amount
999	POOL	10/2022	769,428.37
			769,428.37

**CITY OF HUNTERS CREEK VILLAGE
 QUARTERLY INVESTMENT REPORT
 QUARTER ENDING SEPTEMBER 30, 2022**

Account Description	Beginning Bank Balance		Interest Earned		Deposits		Withdrawal		Cash		Ending Book/Market Value		Average Interest Rate		3-month Average Collateral	
	7/1/2022	7/1/2022	7/1/22-9/30/22	7/1/22-9/30/22	7/1/22-9/30/22	7/1/22-9/30/22	7/1/22-9/30/22	In Transit	9/30/2022	% of Total Funds	Rate	Maturity	Rate	Maturity		
Wells Fargo																
Disbursement Public Funds	\$409,050.91	\$212,696.85	\$445.64	\$604,427.07	\$128.64	\$0.00	\$0.00	\$1,013,794.98	9.76%	0.40	Immediate					
			\$214.51	\$0.00	\$187.90	\$0.00	\$0.00	\$212,723.46	2.05%	0.40	Immediate					
Allegiance																
Disbursement Public Funds	\$3,163.23	\$4,986,942.41	\$0.00	\$1,510,534.63	\$1,466,749.89	\$0.00	\$0.00	\$46,947.97	0.45%	0.00	Immediate					
			\$0.00	\$767,694.62	\$1,669,362.96	\$0.00	\$0.00	\$4,085,274.07	39.33%	0.00	Immediate					
Texas Class Tex Pool	\$0.00	\$5,004,015.91	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00	Immediate					
			\$25,619.80	\$0.00	\$0.00	\$0.00	\$0.00	\$5,029,635.71	48.42%	2.03	Immediate					
Total Accounts	\$10,615,869.31		\$26,279.95	\$2,882,656.32	\$3,136,429.39	\$0.00	\$0.00	\$10,388,376.19	100.00%	0.71						\$16,130,219.26

The investment report for the 3rd quarter of 2022 is in compliance with the City of Hunters Creek Village's investment policy as well as in compliance with the provisions of Chapter 2256 of the Texas Local Government Code, as required by the Public Funds Investment Act.

Reviewed and Approved by:

James S. Pappas
 Mayor
 Dated:

Prepared by:

Tom Fullen
 City Administrator and Investment Officer
 Dated: November 23, 2022

**INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND
THE CITY OF HUNTER’S CREEK VILLAGE**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Agreement, entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, is between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas, acting by and through its Sheriff’s Office (the “Sheriff”), and The City of Hunter’s Creek Village (“City”). The County and City may be referred to collectively as the “Parties” or individually as a “Party.”

SCOPE OF SERVICES

- A) Sheriff shall house, support, maintain, and confine or detain City prisoners in any of the Harris County Jails (the “Services”).

“City prisoner” means any person at least 17 years of age who has been arrested by a City police officer, and either charged with, or convicted of, offenses within the jurisdiction of the Municipal Court or Courts of City.

- B) Each Party shall comply and assure compliance by each Party’s agents, employees, volunteers, and subcontractors as applicable, providing work, products, services, licenses and/or deliverables under this Agreement with all applicable state, federal, and local laws, ordinances, regulations, executive orders, rules, directives, standards, guidelines, and instructions relating to the work to be performed.

CITY RESPONSIBILITIES

- A) City shall provide City Police Officers to perform services under this Agreement.

“City police officer” means a police officer of City, a marshal of City, a peace officer commissioned by City, or any other person employed by City who is a peace officer under the laws of the State of Texas.

- B) City acting by and through its City police officers shall be responsible for the presentment and discharge of a City Prisoner until the Sheriff accepts and confines the prisoner to the County Jail.
- C) City shall provide appropriate paperwork for presentment and discharge of a City Prisoner.
- D) A City police officer may present a City prisoner to Sheriff at the County Jail with the following paperwork issued by a magistrate:
 - 1) a pretrial arrest warrant or capias,
 - 2) a post-conviction commitment or decree, or
 - 3) other order of detention.

- E) A City police officer may present a City prisoner to Sheriff for temporary detention at the County Jail with either an Instanter Warrant, or a Certification of Charges filed.
- F) If City makes arrangements to take back custody of that City prisoner for presentment to a magistrate for a probable cause hearing and a review of charges as soon as possible within twenty-four (24) hours after that City prisoner is detained by Sheriff in the County Jail, Sheriff may accept the City prisoner for temporary detention
- G) City shall make arrangements to try or release such detained City prisoners in accordance with the TEX. CRIM. PROC. CODE art. 17.151.
- H) A City prisoner shall be the sole responsibility of City and the City police officers having custody of the prisoner until Sheriff accepts and confines the prisoner to the County Jail.

COUNTY RESPONSIBILITIES

- A) If Sheriff accepts the City prisoner for confinement in the County Jail, Sheriff shall assume responsibility for the care, custody, and support of the City prisoner to the extent required in this Agreement for the period of time beginning when Sheriff accepts the City prisoner for confinement in the County Jail and ending when the City prisoner is released from confinement in the County Jail as provided in this Agreement.
- B) Sheriff shall provide Services to City at the following locations:
 - (i) 701 N. San Jacinto,
 - (ii) 1201 Commerce,
 - (iii) 1200 Baker St.,
 - (iv) 1307 Baker St., and
 - (v) 700 N. San Jacinto Houston, Texas (collectively referred to as the “County Jail”).
- C) Sheriff shall provide the work, products, services, licenses and/or deliverables required to be provided by Sheriff and as set out in the Agreement.
- D) Except as otherwise provided in this Agreement, City and County agree that once a City prisoner is accepted and committed to the County Jail, Sheriff shall only release the City prisoner when the discharge of the City prisoner is lawfully ordered or authorized by a magistrate or any court of competent jurisdiction.
- E) Nothing herein shall create any obligation upon the Sheriff to house City Prisoners where the housing of such City Prisoners will, in the opinion of the Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff’s opinion, create a condition of overcrowding or create conditions which endanger the life or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility.
- F) If the Sheriff determines, at any time, that a condition exists necessitating the removal of City Prisoner, or any specified number thereof, City shall, upon notice by the Sheriff or County, immediately remove the prisoner from the facility.

- G) Further, nothing contained in this Agreement authorizes the Sheriff to incarcerate or hold any person in custody contrary to the Constitution and laws of the State of Texas and the United States of America, nor compels Sheriff to detain, accept or admit a City prisoner.

MEDICAL FACILITY CARE

- A) Sheriff, at its sole option, may choose NOT to accept a City prisoner when in Sheriff's opinion 1) the City prisoner appears ill or injured, or 2) the City prisoner needs immediate or significant medical treatment. The Sheriff's opinion as to what constitutes overcrowded conditions, illness, injury, significant medical treatment, or any other acceptance considerations shall be final and binding on the Parties to this Agreement.
- B) Sheriff shall determine whether the City prisoner should be transported to a hospital for medical treatment, upon presentation of any City prisoner at the County Jail.
- C) Sheriff, at its own discretion, may refuse to accept or detain an injured or ill City prisoner when medical attention is necessary before confinement.
- D) If Sheriff determines, at any time or for whatever reason, that a City prisoner must be sent to a hospital or other medical facility that is not part of the County jail, Sheriff shall notify City (which may be by phone), and City shall immediately make arrangements for appropriate City personnel to go to the medical facility to take custody of the City prisoner from the Sheriff. City shall reimburse County for any medical expenses billed to the County for the transport or treatment of the City prisoner.
- E) City agrees to immediately exercise its duty to take back custody and control of the City prisoner upon notification by Sheriff.
- F) County shall not charge City during the period that the City prisoner is in custody of City and not in the County jail.

TERM OF AGREEMENT

- A) The term of this Agreement shall commence upon final execution, and shall continue and remain in effect for one (1) year, unless earlier terminated in accordance with this Agreement.
- B) At the County's option, this Agreement may be renewed for three (3) additional consecutive one-year periods (each a "Renewal Term").

TERMS OF PAYMENT

- A) No later than the thirtieth (30th) day from the last day of each calendar month, Sheriff shall submit to the City Secretary a sworn invoice for Services rendered during that month, and shall send two (2) copies of said invoice to the City. All invoices MUST be submitted either by email to: tfullen@cityofhunterscreek.com or by mail to the City Secretary, located at 1 Hunters Creek Place Houston, Texas 77024.

- B) Each invoice shall be in a form acceptable to the City Secretary and at a minimum, include such detail as may be requested by the City Secretary for verification purposes, including but not limited to, the dates inmates were housed with the Sheriff; the number of inmates housed each day; the daily cost per inmate and the total daily cost, and a total monthly cost for the Services.
- C) The City shall pay each approved invoice in accordance with the laws of the State of Texas.
- D) Further, Sheriff agrees to maintain, for a period of six (6) years, detailed records identifying each individual performing the Services, the date or dates the Services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, and provide such other details as may be requested by the City for verification purposes.

COMPENSATION

- A) The per diem rate for detention services under this agreement is One Hundred Two and 00/100 Dollars (\$102.00) per day. This rate covers one inmate per day. City shall only contract the detention services under this agreement as needed, and as qualified inmates are identified through the classification process.

“Day” means the twenty-four (24) hour period from midnight to the next following midnight. In calculating the number of days a certain City prisoner is confined in the County Jail, the day of arrival will be counted but not the day of departure. However, if a City prisoner is detained by Sheriff or accepted in the County Jail and released the same day, the duration of this confinement shall be calculated and billed as one full day.

- B) Employees of the Sheriff providing Services to City shall be and remain employees of the Sheriff, under the direct supervision of the County. County shall be responsible for payment of all salaries and benefits due its employees furnishing or participating in the performance of these Services.
- C) Employees of City providing services shall be and remain employees of City, under the direct supervision of the City. City shall be responsible for payment of all salaries and benefits due its employees furnishing or participating in the performance of these services by City.

TERMINATION

- A) Either Party may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other Party.
- B) Upon receipt of termination notice, City shall immediately send a City police officer or officers to take custody of any City prisoners at County facilities. Sheriff shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- C) Within thirty (30) days after receipt of notice of termination, Sheriff agrees to submit an invoice showing in detail the Services performed under this Agreement up to and including the date of termination.
- D) The City agrees to pay County that proportion of the prescribed charges for the Services actually

performed and deliverables actually received under this Agreement bear to the total Services or deliverables called for under this Agreement, less such payments on account of charges as have previously been made.

- E) *Force Majeure*. In the event that either Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits because of natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected party (referred to as a “*Force Majeure Event*”), the Party who has been so affected immediately agrees to give notice to the other Party and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the *Force Majeure Event*, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.

NOTICE

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

To City: City of Hunter’s Creek Village
1 Hunters Creek Place
Houston, Texas 77024
Email: tfullen@cityofhunterscreek.com
Attn: Tom Fullen
City Secretary

To the County: Harris County Sheriff’s Office
1200 Baker St.
Houston, Texas 77002
Attn: Sheriff Ed Gonzalez

Copy to: Harris County Purchasing
1001 Preston Suite 670
Houston, Texas 77002

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

CIVIL LIABILITY

- A) In accordance with Tex. Gov’t Code § 791.006(b), each Party shall assume responsibility for its own actions and those of its officers, officials, employees and agents, and for its own defense

should any claim be presented or suit filed against it arising from or related to any Services provided under this Agreement. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Tex. Civ.Prac. & Rem Code, or other law. Notwithstanding any other language in this Agreement, nothing in this Agreement shall create a joint enterprise for the purpose of assigning or determining liability.

NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

- A) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
- B) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.

ENTIRE AGREEMENT; MODIFICATIONS

This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.

APPLICABLE LAW AND VENUE

This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (“HIPAA”)

The purpose of this Article is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended (“HIPAA”); privacy and security regulations promulgated by the United States Department of Health and Human Services (“HHS”); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended (“HITECH Act”); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY

CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended (collectively referred to herein as the “Privacy and Security Requirements”).

A) Definitions.

- i) Confidential Information is information that has been deemed or designated confidential by law (i.e., constitutional, statutory, regulatory, or by judicial decision).
- ii) Protected Health Information (“PHI”) is defined in 45 C.F.R. § 164.501 and is limited to information created or received by Contractor from or on behalf of the City.
- iii) Electronic Protected Health Information (“EPHI”) shall mean individually identifiable health information that is transmitted by or maintained in electronic media.
- iv) Security Incident shall mean the unauthorized access, use, disclosure, modification, or destruction of Confidential Information, including, but not limited to, PHI and EPHI, or interference with the systems operations in an information system, including, but not limited to, information systems containing EPHI. This definition includes, but is not limited to, lost or stolen transportable media devices (e.g., flash drives, CDs, PDAs, cell phones, and cameras), desktop and laptop computers, photographs, and paper files containing Confidential Information, including, but not limited to, PHI and EPHI.

B) General.

- i) County agrees to hold all PHI and EPHI confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, TEX. GOV’T CODE ANN. §§ 552.001 *et seq.*, as amended.
- ii) County agrees to be bound by and comply with all applicable Federal and State of Texas licensing authorities’ laws, rules, and regulations regarding records and governmental records, including the Privacy and Security Requirements. Compliance with this paragraph is at County’s own expense.
- iii) County agrees to cooperate with state and federal agencies and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conferences, hearings, trials, and any other process, including investigations, required as a result of County’s services to the City. Compliance with this paragraph is at County’s own expense.

- iv) The terms used in this Article shall have the same meaning as those terms in the Privacy and Security Requirements.
- C) Representation. County represents that it is familiar with and is in compliance with the Privacy and Security Requirements, which include Federal and State of Texas requirements governing information relating to HIV/AIDS, mental health, and drugs or alcohol treatment or referral.
- D) Business Associate. County is a “Business Associate” of the City as that term is defined under the Privacy and Security Requirements.
 - i) Nondisclosure of PHI. County agrees not to use or disclose PHI received from or on behalf of the City or created, compiled, or used by County pursuant to the Agreement other than as permitted or required by this Article, or as otherwise required by law.
 - ii) Limitation on Further Use or Disclosure. County agrees not to further use or disclose PHI or EPHI received from or on behalf of the City or created, compiled, or used by County pursuant to this Agreement in a manner that would be prohibited by the Privacy and Security Requirements if disclosure was made by the City, or if either County or the City is otherwise prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.
 - iii) Safeguarding PHI. County agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Article or as required by State or Federal law, regulation, or rule.
 - iv) Safeguarding EPHI. County agrees to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the City. These safeguards shall include the following:
 - a) Encryption of EPHI that County stores and transmits;
 - b) Implementation of strong access controls, including physical locks, firewalls, and strong passwords;
 - c) Use of updated antivirus software;

- d) Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and
 - e) Conduct of periodic security training.
- v) Reporting Security Incidents. County agrees to report to the City any Security Incident immediately upon becoming aware of such. County further agrees to provide the City with the following information regarding the Security Incident as soon as possible, but no more than five (5) business days after becoming aware of the Security Incident:
- a) a brief description of what happened, including the dates the Security Incident occurred and was discovered;
 - b) a reproduction of the PHI or EPHI involved in the Security Incident; and
 - c) a description of whether and how the PHI or EPHI involved in the Security Incident was rendered unusable, unreadable, or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or EPHI prior to disposal.

If County determines that it is infeasible to reproduce the PHI or EPHI involved in the Security Incident, County agrees to notify the City in writing of the conditions that make reproduction infeasible and any information County has regarding the PHI or EPHI involved.

County agrees to cooperate in a timely fashion with the City regarding all Security Incidents reported to the City.

County agrees that the City will review all Security Incidents reported by County and the City, in its sole discretion, will take the following steps in response, to the extent necessary or required by law, including, but not limited to:

- a) notifying the individual(s) whose PHI or EPHI was involved in the Security Incident, either in writing, via telephone, through the media, or by posting a notice on the City's website, or through a combination of those methods, of the Security Incident;
- b) providing the individual(s) whose PHI or EPHI was involved in the Security Incident with credit monitoring services for a period of time to be determined by the City, at no cost to the individuals; and

- c) providing notice of the Security Incident, as required by law, to the Secretary of the HHS.
- vi) EPHI and Subcontractors. County shall require any agent to whom it provides PHI or EPHI, including a subcontractor, to agree to implement reasonable and appropriate safeguards to protect such PHI or EPHI.
- vii) Subcontractors and Agents. County shall require any agent to whom it provides PHI or EPHI, including a subcontractor, to agree to implement reasonable and appropriate safeguards to protect the PHI or EPHI. County shall require any subcontractor or agent to whom County provides PHI or EPHI received from or on behalf of the City or created, compiled, or used by County pursuant to this Agreement, to agree to the same restrictions and conditions that apply to County with respect to such PHI and EPHI. Additionally, County agrees and understands that no PHI or EPHI shall be sent, distributed, stored, made available to, or in any way accessed by any agent or subcontractor located outside of the United States.
- viii) Reciprocal Disclosures. The Parties agree that the Parties may reciprocally disclose and use PHI or EPHI for initial and continuing eligibility and compliance determinations related to the provision of benefits, for auditing and legal compliance purposes, and for compliance with laws, regulations, and rules related to the provision of medical or drug benefits to persons who may be eligible for such benefits under the Medicare Prescription Drug Benefit Program, Part D, or other federal or State of Texas programs.
- ix) Mitigation. County agrees to mitigate, to the extent practicable, any harmful effect that is known to County of a use or disclosure of PHI or EPHI by County, or by a subcontractor or agent of County, resulting from a violation of this Article, including violations of the Privacy and Security Requirements stated herein. County also agrees to inform the City in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.
- x) Notice – Access by Individual. County agrees to notify the City in writing within three (3) business days of any request by an individual for access to the individual’s PHI or EPHI and, upon receipt of such request, direct the individual to contact the City to obtain access to the individual’s PHI. Upon request by the City, County agrees to make available PHI and EPHI to the City or, as directed by the City, to an individual in accordance with 45 C.F.R. § 164.524.
- xi) Notice – Request for Amendment. County agrees to notify the City in writing within three (3) business days of any request by an individual for an amendment to the individual’s PHI or EPHI and, upon receipt of such request from the individual,

direct the individual to the City to request an amendment of the individual's PHI or EPHI. County agrees to make available upon request PHI and EPHI for amendment and to incorporate any amendments to PHI and EPHI agreed to or directed by the City in accordance with 45 C.F.R. § 164.526.

- xii) Notice – Request for Accounting. Upon receipt of any request from an individual for an accounting of disclosures made of the individual's PHI or EPHI, County agrees to notify the City in writing within three (3) business days of any such request, and upon receipt of such request from the individual, direct the individual to the City for an accounting of the disclosures of the individual's PHI or EPHI. County agrees to make available upon request the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Pursuant to 45 C.F.R. § 164.528(a), an individual has a right to receive an accounting of certain disclosures of PHI or EPHI in the six (6) years prior to the date on which the accounting is requested.
- xiii) HHS Inspection. Upon written request, County agrees to make available to HHS or its designee, County's internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from, or created or received on behalf of, the City, in a time or manner designated by HHS for purposes of HHS determining the City's compliance with the Privacy and Security Requirements.
- xiv) City Inspection. Upon written request, County agrees to make available to the City and its duly authorized representatives during normal business hours County's internal practices, books, records and documents relating to the use and disclosure of confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the City in a time and manner designated by the City for the purposes of the City determining compliance with the Privacy and Security Requirements. County agrees to allow such access until the expiration of six (6) years after the services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later. County agrees to allow similar access to books, records, and documents related to contracts between County and organizations related to or subcontracted by County to whom County provides confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the City.
- xv) PHI or EPHI Amendment. County agrees to incorporate any amendments, corrections, or additions to the PHI or EPHI received from or created, compiled, or used by the City pursuant to this Agreement when notified by the City that the PHI or EPHI is inaccurate or incomplete, or that other documents are to be added as required or allowed by the Privacy and Security Requirements.

- xvi) Documentation of Disclosures. County agrees to document disclosure of PHI or EPHI and information related to such disclosures as is necessary for the City to respond to a request by an individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. § 164.528, as amended.
- xvii) Termination Procedures. Upon termination of this Agreement for any reason, County agrees to deliver all PHI or EPHI received from the City or created, compiled, or used by County pursuant to this Agreement within thirty (30) days from the date of termination, or, if specially requested to do so by the City in writing, to destroy all PHI or EPHI within the time frame determined by the City, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when County maintains PHI or EPHI from the City in any form. If County determines that transferring or destroying the PHI or EPHI is infeasible, County agrees:
 - a) to notify the City of the conditions that make transfer or destruction infeasible;
 - b) to extend the protections of this Article to such PHI or EPHI; and
 - c) to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return, or transfer to the City, or destruction infeasible.
- xviii) Notice – Termination. Upon written notice to County, the City may terminate any portion of the Agreement under which County maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to County, the City may immediately terminate the entire Agreement if the City determines, at its sole discretion, that County has repeatedly violated a Privacy or Security Requirement.
- E) Survival of Privacy Provisions. County’s obligations with regard to PHI and EPHI shall survive termination of this Agreement.
- F) Amendment Related to Privacy and Security Requirements. The Parties agree to take such action as is necessary to amend this Agreement if the City, in its reasonable discretion, determines that amendment is necessary for the City to comply with the Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this Article shall be resolved to permit the City to comply with the Privacy and Security Requirements.
- G) **Indemnification. To the fullest extent allowed by law, County agrees to indemnify and hold harmless the Harris County Juvenile Probation Department, the City,**

Harris County and its officers, employees, and agents (individually and collectively “Indemnitees”) against any and all losses, liabilities, judgments, penalties, awards, and costs (including costs of investigations, legal fees, and expenses) arising out of or related to:

- i) a breach of this Agreement relating to the Privacy and Security Requirements by County; or**
 - ii) any negligent or wrongful acts or omissions of County or its employees, directors, officers, subcontractors, or agents, relating to the Privacy and Security Requirements, including failure to perform their obligations under the Privacy and Security Requirements.**
- H) This Article survives the termination of the Agreement and expires six (6) years after its termination.

NO THIRD-PARTY BENEFICIARIES

The County is not obligated or liable to any party other than City for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

CONTRACT CONSTRUCTION

- A) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not authorize this Agreement.
- B) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- C) When terms are used in the singular or plural, the meaning shall apply to both.
- D) When either the male or female gender is used, the meaning shall apply to both.

WAIVER OF BREACH

A waiver by either Party of a breach or violation of any provision of the Agreement shall not be deemed or construed to be a waiver of any subsequent breach.

SEVERABILITY

The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this

Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.

NO BINDING ARBITRATION; RIGHT TO JURY TRIAL

The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

TEXAS PUBLIC INFORMATION ACT

- A) Each Party expressly acknowledges that the other Party is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and notwithstanding any provisions in this Agreement to the contrary, each Party will make any information related to this Agreement available to third parties in accordance with the Public Information Act.
- B) It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas (“Attorney General”) in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers, and employees shall have no liability or obligations to City for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General.
- C) In the event the County receives a written request for information pursuant to the Act that affects City’s rights, title to, or interest in any information or data or a part thereof, furnished to the County by City under this Agreement, then the County will promptly notify City of such request. City may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. City is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. City is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.
- D) Electronic Mail Addresses. City affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by City and agents acting on behalf of City and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

RECITALS

The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

SURVIVAL OF TERMS

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

MULTIPLE COUNTERPARTS/EXECUTION

This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

WARRANTY

By execution of this Agreement, the City warrants that the duties accorded to the City in this Agreement are within the powers and authority of the City.

INDEPENDENT PARTIES

It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the City for any purpose. The City, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.

HARRIS COUNTY

By: _____

Lina Hidalgo
Harris County Judge

APPROVED AS TO FORM:

Christian D. Menefee
Harris County Attorney

By: _____

Philip Berzins
Assistant County Attorney
CA File No: 22GEN3820

ATTEST BY:

Ed Gonzalez
Sheriff
Harris County Sheriff's Office

**CITY OF HUNTER'S CREEK
VILLAGE**

By: _____

Jim Pappas
Mayor

ACKNOWLEDGED BY:

Tom Fullen
City Secretary

ORDER OF COMMISSIONERS COURT

Authorizing Interlocal Agreement with the City of Hunter’s Creek Village

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT
WITH THE CITY OF HUNTER’S CREEK VILLAGE
FOR CITY PRISONER DETENTION AND HOUSING**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County Interlocal Agreement between the City of Hunter’s Creek Village for city prisoner detention and housing at no cost to the County. The Interlocal Agreement is incorporated by reference and made a part of this order for all intents and purposes as thought set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.



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

AGENDA DATE: December 6, 2022
AGENDA SUBJECT: Discussion and possible action to approve a proposal from Bright Landscape Designs, Inc. in the amount of \$37,306.98 for City Median Landscape Beautification for the 1st esplanade south of I-10 on Voss Road.

EXHIBITS: Proposal

9302 Reid Lake Drive
Houston, TX 77064

DATE	ESTIMATE #
10/19/2022	12978

Hunter's Creek

PROJECT
October 2022

DESCRIPTION	SIZE	QTY	COST	TOTAL
1ST ESPLANADE -I-10 AND VOSS ROAD- AS PER DESIGN				
WISTER BOULDERS (5 @ ~ 450# EACH)	LB	2,250	0.195	438.75
Bull Rock	cy	5	108.00	540.00
Landscape Fabric/300 sq ft roll	300 sq ft roll	2	90.00	180.00
Landscape Fabric Staples	box/500	1	82.50	82.50
Redbud - Forest Pansy (7'-8')	30 gal	2	423.00	846.00
Red Oak (10'-12')	65 gal	1	972.00	972.00
Crape Myrtle (8'-10')	30 gal	4	288.00	1,152.00
Turk's Cap	3 gal	30	33.12	993.60
Dianella-Variiegated	3 gal	61	31.50	1,921.50
Giant Liriope	3 gal	56	27.54	1,542.24
Yaupon - Dwarf (8"-10")	3 gal	32	27.72	887.04
Loropetalum - Dwarf (12"-14")	3 gal	30	42.30	1,269.00
Fern - Foxtail	3 gal	61	33.30	2,031.30
Asian Jasmine	1 gal	245	4.23	1,036.35
Lantana - New Gold	1 gal	80	10.98	878.40
Bendaboard - 4" X 20' - includes stakes and screws OR	4" X 20' piece	10	72.66	726.60
13-Steel Edging - 16' Brown @ \$1335.75				
Metal Tree Stake with strap 6'	each	15	12.15	182.25
Premium Mix Compost	cy	30	49.50	1,485.00
Pine Deco Mulch	cy	15	42.00	630.00
Pallet - St. Augustine Raleigh Sod	Pallet	1	243.00	243.00
Yard Mix	cy	1.5	42.00	63.00
TOTAL PLANTS & MATERIALS				18,100.53
LABOR, PICKUP, DELIVERY, DISPOSAL, INVENTORY ITEMS, ETC.				20,360.27

Phone #
2814963576

E-mail
carol@brightlandscapedesigns.com

Bright Landscape Designs, Inc

9302 Reid Lake Drive
Houston, TX 77064

Estimate

DATE	ESTIMATE #
10/19/2022	12978

Hunter's Creek

PROJECT
October 2022

DESCRIPTION	SIZE	QTY	COST	TOTAL
Subtotal				38,460.80
QUANTITY DISCOUNT			-3.00%	-1,153.82
Subtotal				37,306.98
NOTE: SOD IS NOT COVERED BY GUARANTEE				
NOTE: SEASONAL COLOR IS NOT COVERED BY GUARANTEE				
NOTE: ESTIMATE DOES NOT INCLUDE ANY SPRINKLER SYSTEM ADJUSTMENTS				
Notes: 1) This estimate is based upon the above plants and materials and condition of property at time of site inspection by Bright Landscape Designs, Inc. Deviations from original accepted estimate/design for plants, materials and labor will be adjusted at retail cost for plants and materials and at \$51 per man hour. 2) Please turn sprinkler system off if set to run the afternoon before or morning of scheduled work. 3) Any main line or water lines that run under area where we will be installing patio it is recommended that it be moved. But cost is not included in estimate. 4) Unless specified sprinkler adjustments/repairs or additions are not included in estimate. 5)Options are not included in bottom line of estimate. 6) There is no guarantee on seasonal color. 7) There is no guarantee on Sod				

Phone #
2814963576

E-mail
carol@brightlandscapedesigns.com

Bright Landscape Designs, Inc

Estimate

9302 Reid Lake Drive
Houston, TX 77064

DATE	ESTIMATE #
10/19/2022	12978

Hunter's Creek

PROJECT
October 2022

DESCRIPTION	SIZE	QTY	COST	TOTAL
<p>Payment Terms: 1) 40% deposit due at time customer signs and returns estimate to Bright Landscape Designs, Inc. 2) Remaining balance (adjusted for changes made at time of installation) due upon receipt of invoice. 3) If job takes more than 2 weeks, there will be an intermediate draw of 35% of remaining balance.</p> <p>WANT TO EARN YOUR BONUS POINTS? WE NOW ACCEPT MASTERCARD/VISA/DISCOVER</p>				

PLEASE INITIAL BELOW AND SIGN THE ATTACHED (IF APPLICABLE) AND RETURN TO BRIGHT LANDSCAPE DESIGNS, INC. PRIOR TO COMMENCEMENT OF WORK.

TOTAL BEFORE SALES TAXES

\$37,306.98

Sales Taxes (0.0%)

\$0.00

TOTAL

\$37,306.98

Phone #
INITIALS
2814963576

E-mail
carol@brightlandscapedesigns.com



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

AGENDA DATE: December 6, 2022
AGENDA SUBJECT: Discussion and possible action to accept the recommendation from the Village Mutual Insurance Group for the employees' medical, dental, vision, Life/AD&D, and long-term disability insurance coverage for 2023.
EXHIBITS: Renewal Presentation



(DBA) Village Mutual Insurance Group PY 2023 Renewal Presentation

November Board Meeting 2022



Gallagher

Insurance | Risk Management | Consulting



PY 2023 Recommendations 1/2023

- Renewal the BCBSTX Medical / RX current (3) plans @ a **NET 4%** increase requiring ancillary bundle coverages with BCBSTX
- New contract with BCBSTX for Group Base Life/ADD and Voluntary VB Life/ADD & LTD replacing Lincoln Financial Life
- New Contract with BCBSTX for Group Dental replacing Guardian Life
- Retain Superior Vision @ current coverage / premium rates



Medical Current PY 2022 Premium Rates

Current Plan Rates

	EO	ES	EC	EF	Total
MTBCP011	\$ 860.06	\$ 1,978.13	\$ 1,548.10	\$ 2,666.18	\$ 174,419.79

\$30 Office Copay, \$60 Spc Copay, \$1000/\$3000 (Ind/Fam Ded), \$4000/\$12000 (OPX Ind/Fam), 80% Plan Coin, PDP:\$0/\$10/\$50/\$100/\$150/\$250

Contract Enrollment 58 11 13 31

MTBCP014	\$ 827.88	\$ 1,904.13	\$ 1,490.19	\$ 2,566.44	\$ 33,446.49
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\$35 Office Copay, \$70 Spc Copay, \$1500/\$4500 (Ind/Fam Ded), \$4500/\$13500 (OPX Ind/Fam), 80% Plan Coin, PDP:\$0/\$10/\$50/\$100/\$150/\$250

Contract Enrollment 3 1 4 9

MTBEE011	\$ 785.81	\$ 1,807.36	\$ 1,414.45	\$ 2,436.00	\$ 12,415.76
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\$30 Office Copay, \$60 Spc Copay, \$1000/\$3000 (Ind/Fam Ded), \$4000/\$12000 (OPX Ind/Fam), 80% Plan Coin, PDP:\$0/\$10/\$50/\$100/\$150/\$250

Contract Enrollment 5 1 3 1

Total Monthly Health Cost

\$ 220,282.04



Medical Renewal PY 2023 Premium Rates

Renewing Plan Rates

	EO	ES	EC	EF	Total*
MTBCP011 \$30 Office Copay, \$60 Spc Copay, \$1000/\$3000 (Ind/Fam Ded), \$4000/\$12000 (OPX Ind/Fam), 80% Plan Coin, PDP: \$0/\$10/\$50/\$100/\$150/\$250	\$ 895.38	\$ 2,059.28	\$ 1,611.58	\$ 2,775.58	\$ 181,577.64
	Plan Rate Change				4.1%
MTBCP014 \$35 Office Copay, \$70 Spc Copay, \$1500/\$4500 (Ind/Fam Ded), \$4500/\$13500 (OPX Ind/Fam), 80% Plan Coin, PDP: \$0/\$10/\$50/\$100/\$150/\$250	\$ 865.87	\$ 1,991.42	\$ 1,558.48	\$ 2,684.11	\$ 34,979.94
	Plan Rate Change				4.6%
MTBEE011 \$30 Office Copay, \$60 Spc Copay, \$1000/\$3000 (Ind/Fam Ded), \$4000/\$12000 (OPX Ind/Fam), 80% Plan Coin, PDP: \$0/\$10/\$50/\$100/\$150/\$250	\$ 798.25	\$ 1,835.89	\$ 1,436.77	\$ 2,474.50	\$ 12,611.95
	Plan Rate Change				1.6%
Total Monthly Health Cost					\$ 229,169.53
Total Rate Change					4.0%

PY 2023 Dental

BCBSTX Bundle Discount



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Insurance | Risk Management | Consulting

Carrier		Guardian		BCBSTX	
Plan Provisions		Inforce Plan		Proposed	
	Value	MAC	PPO	Value	PPO
Calendar Year Deductible (Individual)	\$50	3X	\$50	Plan 39	Plan 33
Calendar Year Deductible (Family)	\$50	3X	\$50	\$50	\$50
Calendar Year Maximum	\$1,500	3X	\$1,500	3X	3X
Preventive	\$1,500	100%	\$1,500	\$1,500	\$1,500
Basic	100%	100%	100%	100%	100%
Major	80%	80%	80%	80%	80%
Orthodontia	50%	50%	50%	50%	50%
Orthodontia Maximum	None	None	50%	None	50%
R & C Percentile	None	None	\$1,000	None	\$1,500
	MAC	MAC	80th	MAC	90th
Carrier		Inforce Plan		Proposed	
Rates	Value	MAC	PPO	Value	PPO
Employee Only	22	\$27.96	37	\$27.88	\$38.07
Employee + Spouse	5	\$55.52	9	\$55.76	\$76.15
Employee + Child(ren)	5	\$65.95	13	\$66.65	\$93.36
Employee + Family	13	\$93.51	24	\$103.44	\$144.12
		\$2,438.10		\$2,570.13	\$6,766.50
Estimatees Monthly Premium		\$8,898.50		\$9,336.63	
Plan Provisions		N/A		BCBSTX Proposal does not include a DHMO option (8) total employees enrolled	
Premium Rate Guarantees		One (1) Year		Year (2) Premium Rate Cap 5%	

Basic Life/AD&D

BCBSTX Bundle Discount



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Insurance | Risk Management | Consulting

Carrier	Lincoln (LFG)	BCBSTX
Plan Provisions	Inforce Plan	Proposed Plan
Basic Life & AD&D Benefit		
Life Benefit	Employee: \$50,000	Employee: \$50,000
AD&D Benefit	Match Life Benefit	Match Life Benefit
Accelerated Death Benefit	75% of the death benefit amount	75% of the death benefit amount
Seat Belt	10% - \$25,000	10% - \$25,000
Air Bag	5% - \$5,000	5% - \$5,000
Common Carrier	Included	Included
Age Reduction Schedule	35% at age 65, 60% at age 70, 75% at age 75	35% at age 65, 60% at age 70, 75% at age 75
Waiver of Premium	Included	Included
Conversion	Included	Included
Contributions		
Basic Life / AD&D	Employer Paid	Employer Paid
Carrier	Lincoln (LFG)	BCBSTX
	Inforce Plan	Proposed Plan
Basic Life Rate/\$1,000	\$0.210	\$0.200
AD&D Rate/\$1,000	\$0.030	\$0.030
Total Life/AD&D Rate	\$0.240	\$0.230
Current Volume	\$7,032,500.00	\$7,032,500.00
Estimated Monthly Premium	\$1,687.80	\$1,617.48
Estimated Annual Premium	\$20,254	\$19,410
Additional Information		
Rate Guarantee Options	2 Years	2 Years
	Line of Duty Benefit (50% - \$25,000)	Line of Duty Benefit (50% - \$25,000)
		Supplemental VB Life/ADD Replicates Current LFG Contract and Premium Rates



Long Term Disability

BCBSTX Bundle Discount

Schedule of Benefits	Lincoln (LFG) Current	BCBSTX Proposed
Definition of Disability	2 Year Own Occupation	2 Year Own Occupation
Benefit Percentage	60%	60%
Minimum Monthly Benefit	Greater of \$100 or 10%	Greater of \$100 or 10%
Maximum Monthly Benefit	\$10,000	\$10,000
Benefit Waiting Period	90 Days	90 Days
Benefit Duration	SSNRA	SSNRA
Pre-Existing Condition	3/12	3/12
Rehab/Return to Work Assistance	Included	Included
Mental/Nervous & Substance Abuse	24 Month	24 Month
Survivor Benefit	3X	3X
Reasonable Accommodation Expense	Included	Included
Contributions	100% Employer Paid	100% Employer Paid
Carriers	Lincoln (LFG)	BCBSTX
LTD	Per \$100 of Monthly Covered Payroll	Per \$100 of Monthly Covered Payroll
Composite Rates	\$0.470	\$0.460
Volume	\$956,436.00	\$956,436.00
Monthly Premium	\$4,495.25	\$4,399.61
Annual Premium	\$53,942.99	\$52,795.27
Additional Information		
Rate Guarantee Options	2 Year	2 Year



Vision – Retain Superior Vision

Plan Name	Superior Vision In Network	
	Current	Renewal
Exam/ Materials	\$10/\$25	\$6.40
Frames Allowance	\$150	\$12.80
Single Lenses	Covered in Full	\$14.70
Bi Focal Lenses	Covered in Full	\$22.64
Tri Focal Lenses	Covered in Full	
Progressive Lenses	Covered at lined Trifocal Level	
Lenticular Lenses	Covered 100%	
Polycarbonate Child	Covered 100%	
Polycarbonate Adult	\$33	
Factory Scratch Child	\$17-\$33	
Factory Scratch Adult	\$17-\$33	
Ultraviolet Coat	\$16	
Anti-Reflective Coat	\$43-\$85	
Photochromatic	\$31-\$82	
Elective Contacts Allowance	\$150	
Fitting Exam	\$25/\$50	
Necessary Contacts	Covered in Full	
Frequency	12/12/24	
Rates		
Employee	63	
Employee + Spouse	24	
Employee + Child(ren)	14	
Employee + Family	32	
Monthly Cost	\$1,640.68	\$1,640.68
Annual Cost	\$19,688.16	\$19,688.16



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

AGENDA DATE: December 6, 2022
AGENDA SUBJECT: Discussion and possible action to approve new supplementation services from Municode/CivicPlus for a five-year term period.
EXHIBITS: Letter & Amendment



10/3/2022

Tom Fullen
tfullen@cityofhunterscreek.com

Tom Fullen:

Thank you for your continued loyalty and business throughout the years! We are excited to offer an annual rate for supplementation services. We have included a discount of 20% for year one if you elect to adopt this new billing model within the calendar year of 2022!

The purpose of this amendment is to modify our current agreement to include pricing for an annual rate for the supplementation services in which you are currently enrolled. This annual rate will simplify your budget process, empower you to update your code regularly, provide reassurance that there are no hidden fees and allow for a simplified way to explain the entire supplementation process to staff. If you elect the annual supplementation rate, we have also included additional discounted offerings for Municode Meetings or CivicClerk.

With over 70 years of experience, Municode is the oldest and most trusted codifier in the nation. We currently provide codification services to over 4,200 municipalities throughout the United States and host nearly 4,000 municipal codes online via our code hosting platform, MunicodeNEXT.

We are extremely excited to have recently joined forces with CivicPlus, the nation's premier provider of integrated government technology solutions! CivicPlus shares our vision of strengthening democracy by connecting municipalities with their citizens in new, powerful, and meaningful ways.

Please let us know if you have any questions – we would love to discuss the many advantages this new billing model provides to our customers!

Ellen Ostermeyer – Customer Success Manager - Legal
Email: eostermeyer@civicplus.com

Sincerely,



Steffanie W. Rasmussen
Director of Legal/Services - CivicPlus
Phone: 800-262-2633 ext. 1148
srasmussen@civicplus.com

CONTRACT ADDENDUM TO SUPPLEMENT BILLING

Supplement Service*

Historically supplementation has been invoiced on a per page amended basis. This billing model often causes difficulties establishing an annual budget and approving costs for each scheduled supplement. Transitioning to an annual supplement billing model can provide the following benefits:

1. Easier Budgeting Process: With an annual fee, you will be able to easily budget for your supplementation cost. No more guessing or estimating how many ordinances your council or commission will pass.
2. Removal of supplement estimates: Under this model we can remove the estimate process per supplement allowing for our editorial staff to start the process sooner vs. waiting on approval for a supplement.
3. Increased Transparency: With this new model, you will not need to worry about how many ordinances you send to us for supplementation. With a few exceptions, such as full chapter replacements and/or the addition of new zoning codes, your annual fee is fixed, allowing you to send in as many ordinances as you would like. Over the years, we have found that many of our customers don't send all their ordinances so that they can save on the cost of supplementation. Our new approach will ensure that your code is always up to date for you and your residents.
4. Create billing efficiencies: Less invoices to process annually. No more counting pages or trying to reconcile your bill with your supplements.
5. Simplify: Training new team members and explaining supplementation to staff will be simplified.
6. Indexing: When the Index is affected by legislation included in a supplement, the Index will be provided in its entirety, streamlining the process of adding a supplement to the Code book.
7. First Year Discount: To ease the transition to an annual fee, we would like to work with you to reduce the cost of your first year of supplementation by 20%.
8. Discounts on Additional CivicPlus Products: If you can work with us in 2022 to make the shift, our team will also be empowered to offer you a 50% discount on the first-year hosting and support cost on any new subscriptions to our Meeting and Agenda Management software solutions, Municode Meetings and CivicClerk.

*All recurring services under this contract will be subject to a 5% annual increase each renewal term. Sales tax will be applied where applicable.

Annual Fees: the annual billing month will be established upon final approval.

Supplementation annual fee: USD 1,363.60

To provide full transparency, we have provided a historical breakdown of the costs associated with your supplementation that will be built into your annual fee. The recommended annual supplement fee is based on this historical breakdown of billing. We will maintain your current supplement schedule.

Line Item – Code of Ordinances	2017	2018	2019	2020	2021
Supplement charges (\$21.00 per page)	\$1974	\$1470	\$0	\$1176	\$588
Images, Graphics, Tabular Matter (\$10 each)	\$40	\$20	\$0	\$0	\$0
Administrative Support Fee	\$250	\$250	\$250	\$250	\$250
Freight	\$0	\$0	\$0	\$0	\$0
Folio/PDF/WORD	\$75	\$75	\$0	\$75	\$75
Color printing	\$0	\$0	\$0	\$0	\$0
Totals	\$2339	\$1815	\$250	\$1501	\$913
Historical Average	USD 1,363.60				

Annual Supplement Fee: USD 1,364.00 annually

- First 12 months of service will receive a 20% discount if approved in 2022
- We will maintain your current supplement schedule.
- Upgrades to your Full Service Plus supplement schedule will be pro-rated, then added to the annual fee.

The City is currently enrolled in a Quarterly supplement schedule and thus falls under our Full Service annual billing model. If desired the supplement schedule can be increased to the Schedule Plus model.

Contact your account manager to receive a price quote for more frequent supplementation schedules.

Annual rate above includes:

- Annual fee includes the supplementation of legislation permanent and general in nature. Omitted legislation is not included in annual fee.
- Acknowledgement of material
- Editorial work
- Proofreading
- Updating the index
- Updating online code upon completion of each supplement
- Printing* 0 copies per "print" schedule enrolled in
- Freight for supplements
- Images, Graphics & tabular matter.

Annual rate above excludes:

- Additional copies, reprints, binders and tab orders
- Legal work, creation of fee schedules, gender neutral review/implementation, external linking
- Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material.
- Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt.
- Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt.
- The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request.
- Online Code hosting and online features.

Invoices for Supplements will be submitted annually.

Additional services added throughout the term will be pro-rated added to the annual fee.

The annual billing month will be established upon signing of the Statement of Work.

*Color printing and an increase in the desired number of supplement hard copies will result in an increase in the annual fee.



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-29903-1

Date:

9/29/2022 1:37 PM

Expires On:

12/28/2022

Client:

Hunters Creek Village TX - Code and Supp

Bill To:

Hunters Creek Village TX - Code and Supp

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Ellen Ostermeyer	x	eostermeyer@civicplus.com		Net 30

QTY	DESCRIPTION	PRODUCT TYPE
1.00	Full-Service Supplementation Subscription	Renewable
1.00	Year 1 Annual Fee Discount	Renewable
1.00	Print Supplementation will begin with the ordinances received from the municipality on a quarterly basis.	Renewable
1.00	Supplement PDF	Renewable
1.00	Full Code PDF	Renewable
Annual Recurring Supplement Services		1,364.00

1. This Statement of Work ("SOW") is between the Hunters Creek Village Texas ("Client") and Municode, LLC, a wholly owned subsidiary of CivicPlus, LLC (collectively, the "Service Provider"), and shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"). By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. At any time during the Term of this Agreement, Municode may assign its rights and obligations under this Agreement to CivicPlus, upon giving written notice to the Client. In the event of such assignment by Municode, CivicPlus shall be the sole performing party under this Agreement to the same extent as Municode prior to making such assignment.

3. This SOW shall remain in effect for an initial term ("Initial Term") starting at signing and running for five (5) years from the date of signing (as defined below). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

4. If Client elects, by selecting the "Start at Signing" option below, the Initial Term's Annual Recurring Supplement Services will be invoiced upon the signing of this SOW and may be prorated to align with Client's Renewal Date. If Client elects, by selecting the "Start at Renewal Date" option below, the Initial Term's Annual Recurring Supplement Services

will be invoiced upon the Renewal Date and Client shall continue to be billed at their current per page rate and use terms set for the in the original supplements agreement between Client and Municode. The full Annual Recurring Supplement Services shall be invoiced each Renewal Date and shall be subject to a 5% annual increase each Renewal Term, starting on the second anniversary of the Renewal Date. Client will pay all invoices within 30 days of the date of such invoice. Additional services added throughout the Term will be pro-rated then added to the Annual Recurring Services fee.

5. If Client signs this SOW in 2022, Client will receive a 20% discount on the first twelve months of service.
6. Annual Recurring Supplement Services does NOT include:
 - Additional copies, reprints, binders and tab orders;
 - Documents that contain tables, graphics, unique formatting requirements, or any other form-based code requirements;
 - Legal work, creation of fee schedules, gender neutral review/implementation, external linking;
 - Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material;
 - Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt;
 - Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;
 - The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and
 - Online Code hosting and online features.
7. Client acknowledges that Service Provider may continually develop, alter, deliver, and provide to the Client ongoing innovation to the services, in the form of new features, functionality, and efficiencies. Accordingly, Service Provider reserves the right to modify the services from time to time. Any modifications or improvements to the services listed on the SOW will be provided to the Client at no additional charge. In the event that Service Provider creates new products or enhancements to the Services ("New Services"), and Client desires these New Services, then Client will have to pay Service Provider the appropriate fee for the access to and use of the New Services.
8. Client agrees to provide all necessary and correct documentation, materials and communication in a timely manner as agreed upon by the Parties following execution of this SOW and acknowledges Service Provider shall not begin work under this SOW until all necessary documentation, materials and communication is received.
9. Client acknowledges Service Provider reserves the right to ship and close out any project if no feedback to the proofs is received within 45 days.
10. Client acknowledges Service Provider does not permanently retain prior versions of the Client's legal code or any other work product.
11. Additional services, including but not limited to additional labor required because of delays, errors or omissions on the part of Client, may be purchased upon mutual written agreement between the Parties.
12. Client acknowledges that Service Provider may provide legal analysis through codification, recodification or legal review services. Unless indicated otherwise, information sent via Internet email or through our websites cannot be

guaranteed to be confidential. Client further acknowledges that any legal analysis provided by Service Provider is provided to Client's legal counsel for their use and direction. However, Client agrees the services provided for herein do not review legal codes for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about Client's legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of any particular situation or establish an attorney-client relationship. Service Provider is not a law firm and may not perform services performed by an attorney, and the services contemplated herein do not constitute a substitute for the advice or services of an attorney.

13. The Parties agree that Section 15 of the MSA shall not apply to public interpretation of legal code or work product. Service Provider shall not be responsible for the legal sufficiency or copyright infringement of any material initially or subsequently published.

14. In the event Client wishes to increase its Supplement Updates frequency, Client agrees to pay an annual increase in an amount to be agreed upon between the parties, such amount to be prorated from the time of purchase to align with Client's Renewal Date. Client shall provide CivicPlus with written notice, email is sufficient, of its intent to acquire such services. Rush Supplement requests will be assessed an additional one-time fee.

15. The Annual Recurring Supplement Services fee quoted in this SOW is exclusive of Client's existing annual fees, which may include, without limitation, Online Hosting Annual Fees, OrdBank, OrdLink, MuniDocs, SLR Linking, or other annual fee ("Existing Annual Fees"). Client understands and agrees the Existing Annual Fees will be invoiced by CivicPlus in their current renewal month previously established with Municode unless specifically added to this SOW in a line item above.

CLIENT TO FILL OUT THE FOLLOWING SECTION. PLEASE DO NOT LEAVE BLANK:

Client's selected billing renewal month (the "Renewal Date") shall be:

_____. **(As set forth in Section 4 of this SOW)**

Client must select ONE of the following options. If this section is left blank or both options are selected, the Annual Recurring Supplement Services will Start at Signing.

	Start at Signing – As set forth in Section 4 of this SOW, by selecting this option, Client agrees to start the Annual Recurring Supplement Services upon signing this SOW, such fee to be prorated to align with Clients' selected Renewal Date. For the sake of clarity, upon signing Client will only be billed the "per page rate" model for items not included in the Annual Recurring Supplement rate as set forth in Section 6 of this SOW.
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	Start at Renewal Date - As set forth in Section 4 of this SOW, by selecting this option, Client agrees to continue paying the "per page rate" model previously billed with Municode until the first Renewal Date, as notated by Client above. Upon the first Renewal Date, Client will be invoiced the total Annual Recurring Supplement Services.
--	--

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:



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

AGENDA DATE: December 6, 2022
AGENDA SUBJECT: Discussion and possible action to approve the holding of a joint election with the Spring Branch ISD in May 2023, and to authorize the Mayor and City Administrator to negotiate the terms of an agreement with the School District.
EXHIBITS: Resolution

RESOLUTION FOR JOINT ELECTION

WHEREAS, the Spring Branch Independent School District (“SBISD”) is a political subdivision and independent school district of the State of Texas;

WHEREAS, the City of Hunters Creek Village is a municipality of the State of Texas located in SBISD;

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

WHEREAS, Section 11.0581 of the Texas Education Code requires that an election for trustees of an independent school district on the May uniform election date be a joint election under Chapter 271 of the Texas Election Code with the election for members of the governing body of a municipality located in the school district;

WHEREAS, SBISD wishes to have a joint election on May 6, 2023 with Hunters Creek Village, a municipality located in SBISD.

NOW, THEREFORE, BE IT RESOLVED that for the May 6, 2023 SBISD trustee election, the Board of Trustees of SBISD approves a joint election in accordance with Chapter 271 of the Texas Election Code and Section 11.0581 of the Texas Education Code between SBISD and City of Hunters Creek Village. The details of the joint election have been made through a separate election agreement which has been adopted by the Board of Trustees.

This Resolution was passed, adopted and approved on this, the 23rd day of January, 2023.

President
Board of Trustees of
Spring Branch Independent
School District

Secretary
Board of Trustees of
Spring Branch Independent
School District

ORDER APPROVING JOINT ELECTION

WHEREAS, the Spring Branch Independent School District (“SBISD”) is a political subdivision and independent school district of the State of Texas;

WHEREAS, the City of Hunters Creek Village (“Hunters Creek”) is a municipality of the State of Texas located partially in SBISD;

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

WHEREAS, Section 11.0581 of the Texas Education Code requires independent school districts that hold elections on the May uniform election date to hold those elections as joint elections under Chapter 271 of the Texas Election Code with the election for members of the governing body of a municipality located in the school district.

WHEREAS, SBISD and Hunters Creek have each ordered their elections for May 6, 2023 and have each passed a resolution agreeing to a joint election.

WHEREAS, the SBISD Board of Trustees wishes to approve the joint election and the terms of the Joint Election Agreement attached hereto.

NOW THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE SPRING BRANCH INDEPENDENT SCHOOL DISTRICT THAT:

Section 1: The matters and facts set out in the preamble of this Order are hereby found and declared to be true and correct.

Section 2: The Trustees find that the proposed Joint Election Agreement attached to this Order, in which SBISD and Hunters Creek agree, among other things, to hold a joint election to the extent of conducting voting on election day at a common polling place at Spring Branch Middle School, 1000 Piney Point, Houston, TX 77024, (the “Common Polling Location”), which SBISD and Hunters Creek agree will facilitate the orderly conduct of the proposed election and will adequately and conveniently serve the voters. Accordingly, the terms of the Joint Election Agreement are adopted by reference into this Order as if copied verbatim.

Section 3: The Secretary of the Board of Trustees is hereby directed to preserve a copy of the Joint Election Agreement for the period required for preserving election records.

This Order was passed, adopted and approved on this the 23rd day of January, 2023.

President
Board of Trustees of
Spring Branch Independent
School District

Secretary
Board of Trustees of
Spring Branch Independent
School District

SBISD DRAFT

Interlocal Cooperation Agreement for Joint Elections

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

Preamble

WHEREAS, SBISD is a political subdivision and independent school district of the State of Texas;

WHEREAS, Hunters Creek is a municipality of the State of Texas located partially in SBISD;

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

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

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

WHEREAS, SBISD and Hunters Creek shall each order their elections for May 6, 2023 and each shall pass a resolution agreeing to a joint election.

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

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

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

3. Legal Documents. Each Entity shall be responsible for the preparation, adoption, posting and publication of all required election orders, resolutions, and notices required by the Texas Election Code and/or other applicable law. Preparation of the necessary materials for notices and official ballot language shall be the responsibility of each Entity, including translation to languages other than English. Each Entity shall prepare its own submission, if required, to the United States Department of Justice for preclearance of its election, pursuant to the Voting Rights Act of 1965, as amended.
4. Early Voting by Personal Appearance. The Entities agree to conduct joint early voting by personal appearance. Early voting by personal appearance will be held at the locations, dates, and times authorized and ordered by the governing body of each party to this Agreement. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting location as established by SBISD.
5. Early Voting by Mail. The Entities shall conduct joint early voting by mail. SBISD's Early Voting Clerk shall serve as the Early Voting Clerk for the joint election. SBISD shall be responsible for mail ballots and any other supplies required by the Early Voting Clerk and shall be responsible for all other aspects of early voting by mail, including but not limited to, receiving applications for ballots by mail and mailing and receiving ballots by mail. Hunters Creek shall be responsible for forwarding any applications for ballots by mail it receives to SBISD's Early Voting Clerk within 24 hours of receipt.
6. Polling Places. The Parties shall have one common polling places on Saturday, May 6, 2023, Election Day, at Spring Branch Middle School, 1000 Piney Point, Houston, Texas 77024 (the "Common Polling Place").
7. Joint Ballot. The Entities agree to a joint ballot. Preparation of the necessary materials for each Entity's official ballot shall be the responsibility of each party to this Agreement, including translation to languages other than English. Hunters Creek shall furnish SBISD a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the Entity's ballot is to be printed). This list shall be delivered to SBISD as soon as possible following Hunters Creek's candidate position drawing and in accordance with any timetables provided by SBISD. Hunters Creek agrees that SBISD shall not be responsible for the wording of the ballot language provided by

Hunters Creek. SBISD shall provide Hunters Creek with a ballot proof prior to finalizing the ballot for the joint election. Hunters Creek shall be responsible for proofreading and approving the ballot insofar as it pertains to Hunters Creek's candidates and/or propositions.

8. Election Judges and Clerks. SBISD shall be responsible for the appointment, compensation and training of all election officials for each election-day and early voting polling location, except as provided in paragraphs 4 and 5 of this Agreement, including the appointment of all judges, clerks and central counting station and early voting ballot board personnel. SBISD shall make emergency appointments of election officials if necessary. SBISD also shall notify all election judges of their appointment. Pay rates for election workers shall comply with the hourly rates required by the Texas Election and Administrative Codes for election judges and clerks. Judges and alternate judges shall also be compensated \$35.00 to attend election training. All joint polling place election workers shall receive these standardized rates of pay.
9. Voting Equipment and Election Supplies. The Entities agree to use electronic voting equipment and supplies approved by the Texas Secretary of State for the polling locations and central counting station covered by this Agreement. SBISD shall arrange for and order all equipment and supplies (i.e. election kits, official ballots, sample ballots, tabulation equipment, voter registration lists, and all forms, signs, and maps) and shall arrange delivery of the equipment and supplies to all polling places covered by this Agreement, including the central counting station. Paper ballots will not be used by SBISD or by Hunters Creek for voting on election-day, except for provisional ballots or in the instance of electrical outages or electronic equipment failure. Hunters Creek acknowledges that the electronic voting system is highly technical and that it is conceivable that, despite the efforts of the parties, it might fail during the election. Hunters Creek agrees that should the electronic voting system fail, it will not make any claim against SBISD for damages of any kind, including but not limited to, damages incurred by Hunters Creek for having to conduct a second election as a result of such failure.
10. Early Voting Ballot Board. SBISD shall appoint an Early Voting Ballot Board (EVBB) to process early voting mail ballots received by the Entities. The EVBB shall consist of a presiding judge and at least two other members. Upon recommendation by the presiding judge, SBISD shall appoint any additional EVBB members needed. Tabulation of each Entity's mail ballots shall be conducted separately by the Early Voting Ballot Board at the central counting station on election night, at no cost to Hunters Creek. A signature verification committee may be appointed in any election under this Agreement. SBISD's early voting clerk shall be responsible for determining whether a signature verification committee is to be appointed for a particular election. If the clerk determines that a committee is to be appointed, the clerk shall issue a written order calling for the appointment in accordance with the requirements of the Election Code. Appointment to the Committee shall be made by the Board of Trustees of SBISD

in accordance with the requirements of the Election Code.

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

14. Expenses of Joint Election. Services provided to Hunters Creek under this Agreement shall be a flat fee of \$250, unless SBISD cancels its election and Hunters Creek does not, or Hunters Creek requires a runoff election. In those instances, SBISD shall prepare and submit an invoice to Hunters Creek for Hunters Creek's expenses of conducting their election, which invoice shall be due and payable within thirty (30) days of receipt thereof. The Entities shall meet, if necessary, following the Joint Election to review administration and/or the expenses of the Joint Election. Hunters Creek agrees and acknowledges that SBISD may from time to time invite other entities who serve voters within the same boundaries to join the Joint Election. Under such circumstances, election expenses allocated under this Agreement shall be borne proportionately by all Entities participating in the Joint Election.
15. Election Records. Each Entity hereby appoints its Chief Election Official as the general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code. The Chief Election Officials shall work cooperatively with one another, sharing records and materials as needed. Access to the each Entity's election records shall be available to that Entity upon request as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records for the electronically voted ballots shall be stored by the Chief Election Official of each Entity. Each Chief Election Official shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable. Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, each Entity shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each Entity to bring to the attention of its records custodian notice of any pending election contest, investigation, litigation or open records request which may be filed with the Entity.
16. Joint Election Preserved. This joint election agreement shall be preserved for the period for preserving the precinct election records.
17. Recounts. A recount may be obtained as provided by Title 13 of the Texas Election Code. If either Entity requires a recount, it is understood and agreed that SBISD shall be responsible for the supervision of the recount and shall appoint all personnel for the recount. The entities agree to work cooperatively with one another, promptly making available all election records, equipment, and supplies (including ballots, ballot boxes, and voting equipment) requested by the Entity conducting the recount. All costs of the recount shall be borne by the Entity requiring the recount.
18. Entire Agreement/Amending This Agreement. The Parties agree that this Agreement is the entire agreement between SBISD and Hunters Creek and supersedes any previous oral or written agreements. This Agreement may be amended only by the mutual agreement of the Parties, in a writing to be attached to and incorporated

in this Agreement.

19. Source of Payment. Local funds expended will be from current revenues available to the paying party. Term of Agreement. The term of this Agreement shall be for a period of one (1) year, commencing on the effective date hereof. Provided, however, this Agreement shall be automatically extended for additional one-year terms unless either party notifies the other in writing of non-renewal not less than 90 days prior to the expiration of the primary or any renewal term hereof. Provided further, either party to this Agreement shall be entitled to terminate same upon 90 days advance written notice.
20. No Assignment. This Agreement may not be assigned.
21. Construction and Venue. This Agreement shall be construed under the laws of the State of Texas; mandatory and exclusive venue in any action arising out of this Agreement shall be in Harris County, Texas.
22. Authorized by Governing Body. Each party acknowledges that this Agreement has been authorized by the governing bodies of both SBISD and Hunters Creek.
23. No Third Party Beneficiary. Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not a signatory hereto.
24. Notice. Notice under this Agreement must be in writing and may be delivered by hand delivery, fax or by certified mail to each Entity's Chief Election Official at the addresses listed on their respective signature blocks below.

CHIEF ELECTION OFFICIALS:

DATE

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

DATE

Signature: _____
Printed Name: _____
Political Subdivision: Hunters Creek Village
Address: 1 Hunters Creek Place
City, State Zip: Houston, Texas 77024
Telephone: _____
Fax: _____
Email: _____

Agreed this 23rd day of January, 2023

Agreed this _____ day of January, 2023

President
Board of Trustees of
Spring Branch Independent
School District

Jim Pappas, Mayor
City of Hunters Creek Village



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

AGENDA DATE: December 6, 2022
AGENDA SUBJECT: Discussion and possible action to approve a resolution establishing a policy for the issuance and cancellation of writs of capias warrants of arrest by the City's municipal court.
EXHIBITS: Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTERS CREEK VILLAGE, TEXAS, APPROVING AND ESTABLISHING A MUNICIPAL COURT WARRANT POLICY; AND MAKING OTHER PROVISIONS RELATED TO THE SUBJECT

* * * * *

WHEREAS, the City Council desires to establish a written policy regarding the issuance, by the City’s Municipal Court, of writs of *capias*, writs of *capias pro fine*, and other writs or warrants authoring arrests; and

WHEREAS, the presiding judge of the City’s Municipal Court has approved the proposed written policy;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hunters Creek Village, Texas:

Section 1. The findings set forth in the preamble of this Ordinance are found to be true and correct.

Section 2. The City Council approves and establishes the “Municipal Court Warrant Policy” attached to this resolution as Exhibit A as an official policy of the City of Hunters Creek Village.

PASSED, APPROVED, AND RESOLVED this ____ day of _____, 2022.

Jim Pappas
Mayor

ATTEST:

Tom Fullen
Acting City Secretary

Exhibit “A”

**City of Hunters Creek Village, Texas
Municipal Court Warrant Policy**

1. Effective January 1, 2023, the Judges and the Clerk of the Municipal Court shall cease the practice of routinely issuing writs of capias, writs of capias pro fine, or warrants of arrest in cases where the Defendant has failed to appear or to satisfy the terms of a judgment. The Judges of the Municipal Court shall retain the authority to issue warrants, including writs of capias, writs of capias pro fine, and warrants of arrest, on a case-by-case basis.

2. Effective January 1, 2023, the Judges of the Municipal Court shall take action to withdraw, cancel or rescind all writs of capias, writs of capias pro fine or warrants of arrest issued before January 1, 2018.

3. For writs of capias, writs of capias pro fine, or warrants of arrest issued between January 1, 2018, and December 31, 2022, the Judges of the Municipal Court shall take action to withdraw, cancel or rescind those writs of capias, writs of capias pro fine and warrants of arrest on or before December 31, of the fifth year after the year of their issuance.

4. This policy shall become effective on January 1, 2023.

Presiding Municipal Court Judge

Police Chief

City Attorney

City Prosecutor

City Administrator



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

AGENDA DATE: December 6, 2022
AGENDA SUBJECT: Discussion and possible action to accept the resignation of the City's Alternate Fire Commissioner and to approve a resolution appointing Fidel Sapien as the City's Alternate Commissioner on the Board of Commissioners of the Villages Fire Department.

EXHIBITS: Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTERS CREEK VILLAGE, TEXAS, APPOINTING FIDEL SAPIEN AS THE CITY’S ALTERNATE COMMISSIONER ON THE BOARD OF COMMISSIONERS OF THE VILLAGES FIRE DEPARTMENT

* * * * *

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

Section 1. Fidel Sapien is hereby appointed to serve as the City’s Alternate Commissioner on the Board of Commissioners of the Villages Fire Department.

Section 2. The appointment is effective immediately.

Section 3. The City Secretary is hereby authorized and directed to immediately provide certified copies of this Resolution to the five other cities that are parties to the Villages Fire Department Inter-Local Cooperation Agreement (the “Agreement”) and to the Chief of the Villages Fire Department. The City Secretary is further directed to deliver the certified copies by hand delivery or by certified or registered mail, return receipt requested, as provided in the Agreement.

APPROVED AND RESOLVED this ____ day of _____, 2022.

Jim Pappas
Mayor

ATTEST:

Tom Fullen
Acting City Secretary